



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

**Tuesday
May 16, 2023
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: April 25, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Cultural Committee Meeting Minutes

Attachment: August 15, 2022, September 19, 2022 , November 21, 2022

Planning & Zoning Board Meeting Minutes

Attachment: March 2, 2023

Community Appearance Board Meeting Minutes

Attachment: April 12, 2023

APPROVAL OF THE AGENDA

May 16, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/88094430349?pwd=bFI1MDVxZXJkYmdCTFJDWlJaNFoyUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 880 9443 0349#

Participant ID: #

Passcode: 615436#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Presentation by Senator Jason W.B. Pizzo, District 37, regarding the legislative session.**

Sponsor: Office of the City Manager

2. **Certificate of Recognition presented to Nick's Pizza in honor of their 20th Anniversary.**

Sponsor: Mayor Bill Ganz

3. **Proclamation in recognition of Haitian Flag Day on May 18, 2023.**

Sponsor: Mayor Bill Ganz

4. **Proclamation presented to NAMI Broward Advocacy Group in recognition of "Mental Health Awareness Month."**

Sponsor: Mayor Bill Ganz

5. **Proclamation presented to Moms Demand Action for Gun Sense in America in recognition of National Gun Violence Awareness Day.**

Sponsor: Mayor Bill Ganz

6. **Proclamation presented to U.S. Coast Guard Auxiliary Flotilla 37 in recognition of National Safe Boating Week.**

Sponsor: Commissioner Michael Hudak

7. **Certificate of Recognition presented to the Financial Services Department for receiving the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting and the Distinguished Budget Presentation Award.**

Sponsor: Office of the City Manager

8. **Presentation by Captain Hofstein to Retired Deputy Christopher Anderson.**

Sponsor: BSO - Law Enforcement

9. **Presentation by Lee Gotlieb from the South Florida Audubon Society regarding dune restoration in Deerfield Beach.**

Sponsor: Commissioner Michael Hudak

Attachment: Dune Restoration

PUBLIC HEARINGS – SECOND READING

10. **P.H. 2023-068: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY**

BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE INSURANCE SERVICES FUND BY \$487,681, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; APPROVING AMENDMENTS TO THE EMPLOYMENT POSITION TITLES AND GRADE SYSTEM, AND POSITION PAY RANGES, AS SET FORTH IN THE ATTACHED EXHIBITS "B" AND "C"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Financial Services

Attachment: Budget Amendment

11. P.H. 2023-069: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 11, "YOUTH COUNCIL" OF THE CITY'S CODE OF ORDINANCES TO REVISE THE YOUTH COUNCIL COMPOSITION AND QUALIFICATIONS FOR MEMBERSHIP; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Ben Preston

Attachment: Youth Council

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The

Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - BOARD APPOINTMENT

- 12. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Brian Bennett as a regular member to the Planning and Zoning Board; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Ben Preston

Attachment: P&Z Board Reappointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 13. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Stantec Consulting Services, Inc. to provide professional engineering services related to the Florida East Coast Railroad Fence Line Project in an amount not to exceed \$145,127.00; providing for execution and an effective date. *(Fund from Account #399-1702-564-60-31 Improvements Other Than Buildings)***

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Stantec Consulting Services, Inc.

- 14. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying an amendment to the 2021-2024 Collective Bargaining Agreement between the City of Deerfield Beach and Local 1010/District Council 78 of the International Union of Painters and Allied Trades (IUPAT) to provide for cost of living increases, effective April 1, 2023, and October 1, 2023; authorizing the City Manager to take all actions necessary to implement the Amendment; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Human Resources

Attachment: IUPAT Agreement

- 15. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Fair Share Contribution to the Areawide Council on Aging of Broward County, Inc. in the amount of \$61,600; providing for implementation and an effective date. (*Funds from Account #001-1702-564-80-16 - Grants/Area Agency on Aging*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: Fair Share Contribution

- 16. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Invitation to Bid #23-10-VP for the purchase of trash receptacles with aluminum tops to Wausau Tile, Inc.; authorizing execution of a purchase order with Wausau Tile, Inc., in an amount not to exceed \$127,898.32; providing for implementation and an effective date. (*Funds from Account #399-7035-572-65-30 - Material for Miscellaneous Products*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Wausau Tile, Inc.

- 17. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement between the City of Deerfield Beach and Kiwanis Club of Deerfield Beach, Inc., regarding bus benches and shelters for a five year term, with two optional five year renewal periods; providing for execution, severability, and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Manager

Attachment: Kiwanis Club of Deerfield Beach, Inc.

- 18. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a license agreement with Cellco Partnership d/b/a Verizon Wireless for approximately 246 square feet of ground space for the placement of communications equipment in Ecdar Park located at 1901 SW 15th Street; authorizing execution of the License Agreement; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Manager

Attachment: 1901 SW 15th Street

- 19. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Third Amendment to the Tower License Agreement with NCWPCS MPL 28-Year Sites Tower Holdings, LLC for the tower site located at 200 Goolsby Boulevard; authorizing execution of the Third Amendment; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Manager

Attachment: 200 Goolsby Boulevard

- 20. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Fourth Amendment to the Tower License Agreement with NCWPCS MPL 25-Year Sites Tower Holdings, LLC for the tower site located at 300 NE 2nd Street; authorizing execution of the Fourth Amendment; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Manager

Attachment: 300 NE 2nd Street

ADDENDUM

- 21. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying an amendment to the 2021-2024 Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association (PMSA) to provide for cost of living increases, effective April 1, 2023, and October 1, 2023; authorizing the City Manager to take all actions necessary to implement the Amendment; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Human Resources

Attachment: PMSA Agreement

DEPARTMENTAL BUSINESS

- 22. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Revocable License Agreement with 1500 SE 3rd Ct, LLC for public outdoor seating and public space adjacent to the property located at 1500 SE 3rd Court, Deerfield Beach, Florida; authorizing execution of the First Amendment; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Revocable License Agreement

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 23. Consideration to approve voting delegates to the 2023-2024 Board of Directors for Broward League of Cities.**

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

Attachment: 2023-2024 Board of Director Appointments

24. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City Manager performance evaluation criteria and form; providing for an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: City Commission

Attachment: City Manager Performance Evaluation Criteria and Form

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, June 6, 2023

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Tuesday, April 25, 2023

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

Commissioner Todd Drosky
Commissioner Michael Hudak
Commissioner Ben Preston
Vice Mayor Bernie Parness
Mayor Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes - February 21, 2023
Code Compliance Meeting Minutes - February 22, 2023
Community Appearance Board Meeting Minutes - February 22, 2023

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to acknowledge the board minutes. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

April 25, 2023

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

AWARDS & RECOGNITION

1. Proclamation presented to Children's Services Council of Broward County in recognition of National Child Abuse Prevention Month.

Mayor Ganz presented a proclamation to Nicholas Hessing, Government Affairs Manager, in recognition of National Child Abuse Prevention Month.

Mr. Hessing thanked the City of Deerfield Beach on behalf of Children's Services Council of Broward County for recognizing National Child Abuse Prevention Month.

2. Proclamation in recognition of National Volunteer Week.

Mayor Ganz presented a proclamation to Jonathan Salas, Director of Community Services, in recognition of National Volunteer Week.

3. Certificate of Appreciation presented to Captain Ana Murillo-Quigley.

Captain Adam Hofstein, BSO District X, stated that Captain Ana Murillo-Quigley has been promoted and will be moving onto the City of Oakland Park. Thereafter, he introduced Lt. Chauncey Cade, Executive Officer, and provided a brief overview of his background and credentials.

Captain Ana Murillo-Quigley thanked the City of Deerfield Beach for allowing her to be a part of the Deerfield Beach community.

4. Presentation by Dr. Ned Murray of the Jorge M. Perez Florida International University Metropolitan Center, regarding Broward County Affordable Housing.

Dr. Ned Murray, Associate Director, provided a brief PowerPoint presentation regarding Broward County's Affordable Housing Master Plan. He explained that housing needs assessments have been performed since 2006 and can now be viewed as policy standpoints. Dr. Murray said the economies must continue to be diversified not only from the affordable housing perspective, but from resiliency. The critical findings from the affordable housing needs assessment consist of the enormity of the crisis, most vulnerable, affordability foreclosed, and diminished economic and social well-being. Further, he explained that since 2018, units have been lost on both the owner and renter end through market appreciation, whereby, on average 16,000 units are being lost to owners earning 140% of area median income and over 9,600 rental units are being lost to those households earning up to 120% of area median income. Dr. Murray said only 4% of the County's housing supply has been built since 2010, whereas, 790,000 were built prior, causing an aging housing stock and issues in housing safety and quality. He stated that Deerfield Beach is positioned better than most Broward County municipalities; thereafter, he displayed Deerfield Beach's owner and renter surplus/gap analysis.

Continuing, Dr. Murray outlined Broward County's Housing Affordability policy challenges: multi-layered policy; collective commitment from all local governments; full support of major employers, institutions, and local leaders; addressing existing inequities and disparities; and policies and strategies must be implemented county-wide. Thereafter, he provided an overview of the Master Plan, whereby, the goals consist of full county and municipal support for the implementation; public-private partnerships; land use and zoning; infrastructure; transportation; and climate change. The key elements included economic impacts; land use, zoning, and regulations; land availability; sources of funding; housing equity; homelessness; senior housing; as well as others. The performance metrics included sources and amount of dedicated funding; municipality planning, zoning, and regulatory improvements; affordable housing unit preservation; affordable housing unit production; housing equity; and affordable housing initiatives that address climate change. Dr. Murray said affordable housing was not only about the programs coming from the State or Federal government, but economic development as well. Lastly, he stated that an update with Broward County will be done on May 16th to ensure that the plan will be moving in the right direction.

In response to Commissioner Preston's question, Dr. Murray replied that the County's Economic Development Department does not have a plan for targeting affordable housing areas, which was why this plan is a necessity. Further, he said polices can be recommended and adopted but management must be

AWARDS & RECOGNITION - CONTINUED

in place to implement and manage these policies.

Commissioner Preston said locations must be identified and established, otherwise this plan will not be successful.

Dr. Murray stated that the plan focuses on areas along commercial corridors, that are commercial and/or mix-use.

Commissioner Drosky said the issue has been identified extremely well, but something must be done moving forward, whereas, current housing costs are unattainable for the labor force.

In response to Commissioner Drosky's question, Dr. Murray replied that land was unavailable so affordable housing will have to be done through incentives and creating public-private partnerships. Further, he said gap financing will have to be done, land costs will have to be addressed, acquisitions will need to be involved, and institutions, i.e. hospitals, universities will need to step up; nevertheless, there are a lot of moving parts that must be figured out in order for this plan to be successful.

Mayor Ganz said land is unavailable, so incentives will be difficult; notwithstanding, redevelopment sounds more accurate. Thereafter, he provided a brief explanation of the difference between attainable and affordable housing, whereby, it should all be referenced as attainable housing due to the negative connotations to affordable housing.

5. Presentation regarding redevelopment in the Central City Area.

Kaitlyn Collier, Redevelopment Project Coordinator, provided a brief PowerPoint presentation. She stated that redevelopment of the central city area is important because this City Commission is committed to improving the quality of life to all its residents, whereas, the central city area has historically been forgotten and overlooked. Thereafter, she provided a brief background of what had transpired with the central city area thus far. Ms. Collier listed the challenges outlined in the Urban Land Institute (ULI) Technical Assistance Panel (TAP) Report: regulatory obstacles, need for infrastructure improvements, need for development incentives, and community relations. The actions that were created from these challenges included the creation of new zoning regulation districts, multi-modal connectivity projects, new incentives in zoning, designation of the redevelopment coordinator, and communication outreach approach.

Continuing, Ms. Collier outlined the central city area: Pioneer Grove District, Local Activity Center (LAC), Dixie Business/Residential (DBR), opportunity zone, character areas/neighborhoods, and nodes. Further, staff recommended a cultural/arts district, which is a designated urban area that promotes the community through history, art, culture, music, etc. Ms. Collier stated that the collaborative stakeholders, i.e. residents, City of Deerfield Beach, boards & committees, developers & investors, community organizations, and business community provide the necessary input and output that will make this redevelopment plan effective. She explained that community outreach was the most important component of the entire redevelopment plan, and because of Deerfield's deep-rooted history, a more grassroots approach to communication is necessary to disseminate information, i.e. social media, community leaders, community meetings, signage, events, cafes, workshops, face value.

Moreover, Ms. Collier outlined the strategies that will move the redevelopment plan forward: build & strengthen community relations through capacity building; infrastructure/city amenities projects; building relations & making connections; community engagement & participation; support small businesses & incentive local employment through business resources and incentives; building business relations; reduce & prevent blight by creating a development foundation; creating incentive for development; building capacity & improving housing; incentivize catalytic development by creating a development foundation; creating incentives for development; and market focus area. Ms. Collier outlined the funding mechanisms for this redevelopment plan: creation of a redevelopment enterprise fund, which would take money from property disposition and reinvest into specific catalytic projects; city toolbox; CDBG funding & plan modification; grants & partnerships; and federal, state & regional resources. Lastly, Ms. Collier said the next steps include implementing the community engagement outreach model, conducting a market study, initiating the regulations scope, and budgeting for a five-year redevelopment plan. She stated that

AWARDS & RECOGNITION - CONTINUED

Deerfield Beach is unique as this plan is tailor-made for the central city area, which is something other cities have not done.

Commissioner Preston said business incentives are key to the redevelopment of this area, whereby, the funding mechanisms outlined are needed, but it was imperative that businesses come to the community and reiterated the need to incentivize them.

In response to Commissioner Preston's question, Ms. Collier replied that incentivizing businesses would fall under the redevelopment enterprise fund. Further, she said a comprehensive market study will be conducted to help identify the strengths and weaknesses of the central city area and opportunity zones.

Commissioner Hudak commented on a proposed business that was going to come to the central city area, but the community spoke against it. He explained that the TAP Report found that the community leaders do not trust the City and they do not want to sell the land, which is why businesses have not populated in that area; nevertheless, until the communication barrier is broken, nothing will happen in that area.

Commissioner Preston said a genuine relationship with the City and community leaders must be established, as he had met with them and they want the land built; however, there is no trust due to past practices. Further, he said the land can be leased in lieu of buying it and reiterated that monetary resources will be needed.

Mayor Ganz said one of the biggest challenges with this area is that the land is privately owned; whereby, the lease option had never been viable. He stated that providing economic incentives will be extremely beneficial, but whatever is done, the public must be engaged. Further, he understands that many of the community owners own land and do not want to sell as it is part of their legacy.

David Santucci, City Manager, thanked Ms. Collier for the presentation as it was very informative. Thereafter, he outlined various projects that have occurred and will occur in the central city area.

Commissioner Preston spoke in support of adding multiple options to the proposed business plan, i.e. lease options.

PUBLIC HEARINGS - SECOND READING

6. P.H. 2023-061: ORDINANCE 2023/001 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.968 GROSS ACRES LOCATED AT 641 NE 40TH STREET FROM INSTITUTIONAL AND EDUCATIONAL DISTRICT (I-1c) AND ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) TO COMMUNITY FACILITIES DISTRICT (CF) (APPLICATION 20-CF-41); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

7. P.H. 2023-062: APPLICATION 20-CF-41 (*Quasi-Judicial Public Hearing*)

Applicant: **Bethesda Christian Center, Inc.**

Proposal: Major Site Plan approval for a proposed two-story expansion and associated site improvements, on an approximate 3.0-acre site.

Location: The property is generally described BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, more particularly described in the file, and located at 41 NE 40th Street.

Items 6 & 7 were read into the record but voted on separately.

Ralph Tait, 11820 Miramar Parkway, Miramar, representing the applicant, waived the Quasi-Judicial proceeding. Thereafter, a brief PowerPoint presentation was displayed. He explained that the applicant would like to rezone the property from I-1c and RS-4c, which is Broward County zoning, to CF, which falls under Deerfield Beach's Land Development Code. Thereafter, the survey was displayed. Currently, the site contains an existing sanctuary building, and a building to the east and north; however, once approval is received the building to the north will be demolished and the existing sanctuary will be renovated to function as a multipurpose area. Thereafter, the site plan was displayed. Mr. Tait said the new expansion will

PUBLIC HEARINGS - SECOND READING - CONTINUED

provide adequate parking and continuous circulation. Thereafter, the landscape plan was displayed, which meets code, as well as photographs of the proposed project. He explained that the roof will be flat and will house the mechanical equipment which will be screened. Thereafter, various elevations of the proposed project were displayed, as well as building materials.

In response to Commissioner Preston's questions, Mr. Tait replied that the applicant is not concerned with traffic, whereas, the property is an existing church. Further, several members of the congregation carpool or live close by.

In response to Commissioner Preston's question, Senior Pastor Odany Augustine replied that they have had a good relationship with the surrounding neighbors, who have been extremely welcoming since their arrival in 2008.

In response to Mayor Ganz's questions, Eric Power, Director of Planning & Development Services replied that every use has its own parking designation, so parking varies. Further, he said this rezoning application is eliminating an antiquated county zoning designation and providing an opportunity for this property to be within the City's zoning regulations.

In response to Commissioner Drosky's question, Mr. Tait replied that the door exiting to the sidewalk automatically locks once it is closed.

Mayor Ganz opened the public hearing on Item 6; however, there was none to speak and the public hearing was closed.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 6 adopted Ordinance 2023/001. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

Mayor Ganz opened the public hearing on Item 7; however, there was none to speak and the public hearing was closed.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 7, adopted Resolution 2023/058. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

- 8. P.H. 2023-063: ORDINANCE 2023/002 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING TWO (2) TWENTY-FOOT WIDE UTILITY EASEMENTS AND ONE FIFTEEN FOOT ROAD AND MAINTENANCE EASEMENT LOCATED IN THE VICINITY OF 414, 430, 454 & 480 N.E. 1ST AVENUE, 240 N.E. 5TH STREET, 412, 424, 430, 446, 450 & 458 N. RIVER DRIVE AND 409 N. RIVER AVENUE (VISTA CLARA); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title.

William Sargent, 1615 S. Congress Avenue, Delray Beach, representing the applicant, apologized for not being in attendance during the first reading; nevertheless, he advised that these easements do not impact the adjacent properties or property owners.

Mayor Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

PUBLIC HEARING - SECOND READINGS - CONTINUED

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 8, adopted Ordinance 2023/002. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

9. **P.H. 2023-064: ORDINANCE 2023/003 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON THREE PARCELS TOTALING APPROXIMATELY 16.5 ACRES LOCATED AT 600 & 700 W. HILLSBORO BLVD. FROM COMMERCIAL TO MEDIUM-HIGH (25) MIXED USE-RESIDENTIAL (21.82 DWELLING UNITS/ACRE) (LUPA #65A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (First Reading - July 20, 2021)**

The Ordinance was read by title only.

Heather Montemayor, City Clerk, announced that pursuant to Ordinance 2009/006, City of Deerfield Beach Code of Ethics, campaign contributions were given to Vice Mayor Bernie Parness and Commissioner Todd Drosky during the 2021 election cycle; and Commissioner Ben Preston and Commissioner Michael Hudak during the 2023 election cycle.

Commissioner Hudak left the meeting temporarily at 8:45 p.m. and returned at 8:47 p.m.

Dennis Mele, 200 E. Broward Blvd., Fort Lauderdale, representing the applicant, displayed a PowerPoint presentation which outlined the site plan. Thereafter, he provided a brief overview of what transpired since first reading approval. He stated that a community meeting was held, and residents voiced concerns regarding traffic on Natura. Further, he explained that the applicant was seeking to change the existing land use plan designation from commercial to medium high (25) mixed use residential. Thereafter, he outlined the land use plan requirements. Mr. Mele said the applicant is making several community enhancements, to include lengthening the turn lanes; drainage improvements; sidewalk installations; contributions for improvements at Oveta McKeithen Recreational Complex, whereby, he asked that the Ordinance indicate that the payment for these improvements be provided upon the applicant pulling the first residential permit. The applicant is proposing the rezone the property to PDD; therefore, the community enhancements will be outlined in the Developer's Agreement.

Continuing, Mr. Mele said the additional office will provide 100 permanent jobs, the construction of the project will provide 200 construction jobs, and the proposed project will add \$100,000 of assessed value to the City's tax rolls. Thereafter, the master plan was displayed, whereby, one of the existing office buildings will be demolished and replaced with a parking garage, and the other two will remain. The proposed office buildings will consist of one, two story building and the other will be built on top of the existing parking garage. He explained that they met with hotel staff to discuss the logistics of the proposed plan. Thereafter, renderings of the proposed buildings were displayed.

In response to Commissioner Preston's question, Mr. Mele replied that retail stores are an option for the 600 building and two-story building; however, it will come down to who wants to lease the space.

Mayor Ganz opened the public hearing.

Felicia Poitier, 140 NE 5th Street, Deerfield Beach, asked if the contributions for the park improvements and the \$500/unit paid to the County or City's housing program and if the fees are the same as impact fees. She also asked how many residential units, the cost for each and who are the targeted residents.

Mayor Ganz replied that the monies go to the City's housing program, which are an addition to the impact fees.

PUBLIC HEARING - SECOND READINGS - CONTINUED

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked if there will be enough parking, will the residential units be apartments, condominiums, etc., and if they will be can restrictions be implemented to ensure that they are not turned into short term rentals.

Thomas Caputi, 405 Natura Avenue, Deerfield Beach, commented on the amount of east/west bound traffic on 10th Street and Hillsboro Boulevard and that these additional units on Natura and Hillsboro will make traffic even more horrendous. Further, he said Deerfield is becoming Fort Lauderdale, high buildings, more hotels, etc. which is going to create sewer and water issues. He asked that the Commission consider adding a moratorium on 360+ developments until after the Sawgrass extension to I-95 is complete.

Francis Couture, 600 SW Natura Boulevard, Deerfield Beach, advised that he is the president of Natura Inc. Further, he agreed that traffic is a major concern and residents have an extremely difficult time accessing the roadways; therefore, he asked that the Commission reconsider this project as it is not appropriate for this area. He spoke in favor of housing but said these type developments will cause more problems than solutions.

Gina Johnston, 500 SW Natura Avenue, Deerfield Beach, said the suggestions previously made at the community meeting were incorporated, but the request for an additional turn lane at Natura and Hillsboro was not, and requested that it be added as it will alleviate issues. Thereafter, she expressed concerns with adding additional cars to the roads.

Sreedhar Atluri, 8815 Parkland Bay, Parkland, stated that his dental office is in the building that will be demolished, which he was unaware of; nonetheless, this project will affect his patients and employees, and asked the Commission to keep that in mind.

Mayor Ganz closed the public hearing.

Mr. Mele answered questions posed by the public. He said his client will reach out to the dental clinic, as there will be space available in the other buildings. Mr. Mele said there will be 360 residential unit apartments with minimal lease terms, which will consist of studio, one bedroom, two bedrooms, and three bedrooms, so the targeted audience will vary. Thereafter, the site plan was displayed, and Mr. Mele outlined the various traffic flows. Further, intersection improvements will be made at Hillsboro and Natura, whereby, an additional turn lane was not proposed due to right-of-way availability and keeping the intersection aligned with Hillsboro Boulevard; nevertheless, a traffic analysis was completed and staff's recommendations have been incorporated into the project. Lastly, the rental costs will start at \$1,700 and go above \$3,000.

Commissioner Preston said 360 units is going to impact traffic, which creates challenges that must be mitigated through communication, i.e. community meetings.

Mr. Mele stated that prior to the PDD application, another community meeting will be held to address concerns.

Commissioner Hudak agreed that communication is key, whereby, it is very discerning that a tenant was unaware of the building being demolished.

Mr. Mele said there have been discussions; nevertheless, they are two years away from tearing down the building, so they will ensure that all tenants are properly notified.

In response to Mayor Ganz's questions, Mr. Mele replied that staff's traffic recommendations have been incorporated into the plan, as well as the community's feedback. Further, he said speeding was brought up as well, so traffic calming may need to be discussed.

Vice Mayor Parness stated that developers discuss changes with tenants once projects are approved. Thereafter, he spoke in support of the project as it will be good for the City.

Mayor Ganz said this project is vastly different from what was presented a year ago due to the applicant making compromises with the community; nevertheless, this location is stagnant, and this type development

PUBLIC HEARING - SECOND READINGS - CONTINUED

is needed. Further, he spoke in support of lengthening the turn lanes as it will be helpful and suggested working with FDOT regarding the movement of the wall. Mayor Ganz spoke in opposition to a moratorium, as housing is needed, but wished they were more attainable. Lastly, he urged the applicant to communicate with the tenants.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 9, adopted Ordinance 2023/003. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

PUBLIC COMMENT

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, commented on a bee keeping workshop held at the Central City Campus, whereby, city staff will be installing a live camera to show how the bees make the honey.

Willie Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach, said the fence at Johnnie McKeithen park has been removed and requested that it be put back up. She also asked that the boats be re-routed due to the children coming and going from the park.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, thanked various city staff for answering her questions. Further, she said CPR training will be held at the General Federated Women's Club on May 24th and will be held thereafter quarterly. Lastly, she said the Women's Club of Deerfield Beach will be hosting a fundraiser on Saturday, April 29th.

CONSENT - BOARD APPOINTMENTS

10. Resolution 2023/059 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Bridgette Beckford and Brian Bennett as regular members and Joe Chancy and Kanthiah Easwara Chandran as alternate members to the Planning & Zoning Board; and providing for an effective date.

Mayor Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

After a brief discussion, it was the consensus of the Commission to defer Brian Bennett's reappointment to the May 16th Commission Meeting.

MOTION was made by Commissioner Drosky, seconded by Commissioner Hudak, to approve Item 10 as amended, adopted Resolution 2023/059. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

11. Resolution 2023/060 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Terrance Glunt as a regular member and Mark Damiano as an alternate member to the Community Appearance Board; and providing for an effective date.

Mayor Ganz opened the public hearing for Items 11 & 13; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

CONSENT - BOARD APPOINTMENTS - CONTINUED

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Items 11 & 13. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

- 12. Resolution 2023/061 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Deborah Sullivan and Thelema Lamar as regular members of the Cultural Committee; and providing for an effective date.**

The Resolution was read by title.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, said as the Vice Chair of the Cultural Committee he fully supports the reappointments.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in opposition to the reappointment of Thelema Lamar. Further, she stated that more attention must be made by this committee, especially during the Festival of the Arts.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 12, adopted Resolution 2023/061. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

- 13. Resolution 2023/062 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Sophia Gayle to the Historic Preservation Board; and providing for an effective date.**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 14, 15, 17 - 23; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

- 14. Resolution 2023/063 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an Energy Efficiency and Conservation Block Grant Program Application to the United States Department of Energy for the development of a greenhouse gas emissions strategy associated with the transportation sector; authorizing execution of a grant agreement, if awarded; and providing for an effective date.**
- 15. Resolution 2023/064 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Amended Subrecipient Agreement with the City of Pompano Beach for the 2019 Edward Byrne Memorial Justice Assistance Grant Award to extend the Agreement term end date to September 30, 2023; authorizing execution of the Amended Agreement; providing for conflicts and an effective date.**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

16. Resolution 2023/065 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the United States Department of Housing and Urban Development's (HUD) Community Project Funding Grant Award in the amount of \$750,000; approving a twenty percent match of funds in the amount of \$150,000; approving and authorizing execution of the Grant Agreement with HUD for the FEC Railroad Track Fencing Project; and providing for an effective date.

The Resolution was read by title.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the project.

Mayor Ganz closed the public hearing.

Mayor Ganz said this project was well received in Tallahassee. Thereafter, he spoke in support of the project as it is needed from a safety standpoint and will beautify the area.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 16, adopted Resolution 2023/065. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

17. Resolution 2023/066 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JPO23-06-2023 with the Areawide Council on Aging of Broward County, Inc. for Braithwaite Center for Active Aging Services in the amount of \$25,168.21; authorizing execution of the Contract; providing for implementation and an effective date.
18. Resolution 2023/067 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Lighthouse Capital Partners, Inc. d/b/a Dixie Divers for the Annual Dixie Divers Pier Cleanup Special Event taking place at 200 NE 21st Avenue on June 17, 2023 from 5:00 a.m. to 3:00 p.m.; approving a waiver of fees for parking; and providing for an effective date. (*Funds from Account #001-7015-579-10-02 - Special Events Overtime*)
19. Resolution 2023/068 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a community participation grant to Deerfield Beach Little League, Inc. in the amount of \$18,000 and use of city facilities to support youth baseball programs within the City; authorizing execution of a Facility Use and Grant Agreement; providing for severability and an effective date. (*Funds from Account #001-7025-572-39-14 - Athletic Program Supplement*)
20. Resolution 2023/069 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a community participation grant to DPR Youth Enrichment Association for Academics and Athletics, Inc. in the amount of \$35,000 and use of city facilities to support the youth football and cheerleading programs within the City; approving and authorizing execution of a Facility Use and Grant Agreement; providing for severability and an effective date. (*Funds from Account #001-7025-572-39-14 - Athletic Program Supplement*)
21. Resolution 2023/070 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-12-BA for Lime Sludge Removal, Hauling and Disposal Services on an as needed basis to Dev-Land Demolition & Site, Inc. as the primary vendor, and to Prolime Corporation, as the secondary vendor, in a total annual amount not to exceed \$200,000.00; authorizing execution of contracts with both vendors for a one year term with four, one year renewal options; providing for an effective date. (*Funds from Account #401-5020-533-32-99 - Other Contractual Services*)

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

22. Resolution 2023/071 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the development of Phase 3 of the Emergency Response Plan for specific incident responses at the West Water Treatment Plant in an amount not to exceed \$29,930.00; providing for execution and an effective date. (*Fund from Account #401-5020-533-30-99 - Other Professional Services*)
23. Resolution 2023/072 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the Interlocal Agreement with Broward County for the Surtax Funded Municipal Transportation Project related to the rehabilitation and repair of the SE 13th Avenue Bridge to provide for an extension of time for completion; providing for implementation and an effective date.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Items 14, 15, 17-23 in concert. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

DEPARTMENTAL BUSINESS

24. Resolution 2023/073 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposal #23-08-BA for citywide janitorial services for Group 1 Location Services to the highest ranked proposer, Sunshine Cleaning Systems, LLC., and for the Group 2, 3 and 4 Locations, to the highest ranked proposer, Amer-Plus Janitorial and Maintenance, LLC.; providing for execution of contracts with each firm for the respective janitorial services for a two-year term with the option to renew for three additional one year terms; and providing for an effective date. (*Funds from Account #001-5060-519-31-01 - Construction & Facilities Maintenance/Custodial Services*)

The Resolution was read by title.

David Santucci, City Manager, stated that amendments were made to the scope of work to seek a higher quality of service for the City and residents. He explained that the contract was awarded to multiple vendors in hopes to generate internal competition and the areas of responsibility have been separated as well.

Mayor Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 24, adopted Resolution 2023/073. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

Commissioner Drosky left the meeting temporarily at 9:52 p.m. and returned at 9:55 p.m.

25. Resolution 2023/074 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Landscape Service Professionals, Inc., the third ranked bidder to RFP #23-01-PC, for citywide landscape maintenance services pursuant to City Code Section 38-116(3)(E); authorizing execution of an agreement with Landscape Service Professionals, Inc. in an annual amount not to exceed \$1,101,932.00; providing for conflicts, severability and an effective date. (*Funds from Account #001-7020-539-32-16 - Park Maintenance/Landscaping Services*)

DEPARTMENTAL BUSINESS - CONTINUED

The Resolution was read by title.

Mayor Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 25 adopted Resolution 2023/074. Roll Call:

Yeas: 4 - Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - None.

CITY MANAGER

Broward County School Board - David Santucci, City Manager, said cities have not received payment for their School Resource Officers (SRO) for the current school year. He explained that at their last meeting, they did agree to pay the average SRO, which is \$165,000. They also agreed to a \$103,000 expenditure per SRO for the subsequent three years with no escalator, which does not include the full cost (\$165,000), equipment, vehicles, computers, weapons, etc. Mr. Santucci recommended approving the \$103,000 this year but disagreed with paying the subsequent amount for three years, as the City would like to negotiate, which is the consensus of many cities, as well as the Broward County City's Manager's Association.

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER HUDAK****DISTRICT 1**

Aquatic Center Update - Commissioner Hudak asked for an update.

David Santucci, City Manager, stated that the Department of Health is requiring the City to get a new permit, instead of revising the permit on the renovation. Further, he said there is a meeting on May 10th for the City to seek approval.

Sip and Stroll Event - Commissioner Hudak commended staff for a job well done.

COMMISSIONER PRESTON**DISTRICT 2**

Events - Commissioner Preston commented on a track and field event hosted by BSO Law Enforcement and commended them for getting the kids involved. He said the Packer Rattlers will be having a fun day on Saturday, April 29th that will be hosted by Brandon Powell. Thereafter, he encouraged people to get out and volunteer as additional help is needed.

Building Renaming - Commissioner Preston would like to rename the old public works facility after Bernard Adams, as he is a tremendous beacon of light in the community. Thereafter, he provided a brief overview of Mr. Adams background and credentials.

Mayor Ganz spoke in support of the renaming, but is unsure of the location; nevertheless, he would like to discuss it further with staff.

VICE MAYOR PARNESS**DISTRICT 3**

Legislative Session - Vice Mayor Parness commented on various laws that have recently been passed.

Registering to Vote - Vice Mayor Parness said starting in May, he will have a non-partisan table at City Hall

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

to assist people with registering to vote.

COMMISSIONER DROSKY**DISTRICT 4**

Sip and Stroll Event - Commissioner Drosky commended staff for a job well done.

Broward League of Cities - Commissioner Drosky said he will be sworn in as president on June 17th.

Florida League of Cities - Commissioner Drosky said Mayor Greg Ross, Cooper City, will be sworn in as president on August 11th in Orlando. Thereafter, he asked the City Manager to add it to everyone's calendar.

Legislative Session - Commissioner Drosky said the session is nearing the end and urged everyone to keep an eye out.

MAYOR GANZ

Affordable Housing Program - Mayor Ganz asked if the amount can be increased, as \$500 is a low number and not realistic to what the market rates are.

Anthony Soroka, City Attorney, replied that he will investigate it.

Procurement Code - Mayor Ganz asked that staff research ways to update the Code to reflect considerations being made early in the procurement process, i.e. to allow appeals, etc.

After a brief discussion, Commissioner Preston made a motion, seconded by Commissioner Hudak, for reconsideration of the vote on item 25. The motion passed unanimously.

Mayor Ganz reopened the public hearing; however, there was none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 25 adopted Resolution 2023/074. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

Traffic Fatalities - Mayor Ganz commented on various fatalities that have occurred. He encouraged law enforcement to continue what they are doing, but more must be done.

Nick's Pizza - Mayor Ganz congratulated Nicks Pizza, as they celebrated their 20th Anniversary.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to adjourn the meeting at 10:20 p.m. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk

City of Deerfield Beach - CULTURAL COMMITTEE
MEETING of August 15th, 2022– 6:30 PM at
Hillsboro Community Center (50 Hillsboro Technology Drive)
MINUTES

1. Call to order/roll call

Chair Karen Hardy called the meeting to order at 6:30 pm.

Members Present: Chair Karen Hardy, District 4
Nicholas Kerns, District 4
Thelema Lamar, District 2
Ashley Gombs, District 2
Daniel Shanetzky, District 3
Deborah Sullivan, District 1
Vice Chair Katherine Freitag, Mayor

Members Not Present: BrenNette Rahming, (Alternate Member) -unexcused
Tiffany O'Bryan, District 1- excused
Deborah Sullivan, District 1 - excused

Also Present: Carolyn Marshall, City of Deerfield Beach
Elizabeth Ricci, City of Deerfield Beach
Amelia Jadoo, City Attorney's Office

2. Approval of 7/18/22

- MOTION made by Katherine Freitag to update the minutes with the requested changes and to approve the minutes seconded by Ashley Gombs. The motion was CARRIED unanimously.

3. Elizabeth Ricci -updates-

- Stated that she will work with Nicholas Kerns on Sponsorship.

4. Amelia Jadoo-City Attorney-updates? No updates

- 5. New Business-Kindness Rock painting project-\$100.00 per month from Nov-June=\$800 @ monthly installments of \$100.** The motion was made by **Katherine Freitag** to pay \$100 a month **Ashley Gombs** seconded the motion. The motion was CARRIED unanimously.

6. Old Business-

a. Broward College Jazz band updates-dates, etc - **Elizabeth Ricci**, discussed the proposal from Broward College **Daniel Shanetzky** will contact Mr. Miller about updating the proposal and let him know it has been approved.

October 20th- Villages of Hillsboro 6:30 pm-8:30 pm

November 17th- Crystal Heights 6:30 pm-8:30 pm

December 15th- Oveta McKeithen 6:30 pm-8:30 pm

b. Feb 18-19th 2023 FOA discussion-

1. Who will take over Kids Corner/Art Display Tent? **Tiffany O'Bryan**

2. Poster Contest-were application additions added with correct legal wording? **Elizabeth Ricci, & Amelia Jadoo** will review the application and wording to update the application to present to the committee.

a. Poster Unveiling? **Elizabeth Ricci**, updating the wording for the poster contest. With new dates and times.

3. Security? Who pays? FOA or City for all? The City & FOA will split the cost.

4. Chair Updates:

I. Merchandise-Deborah Sullivan

II. Entertainment-Ashley Gombs

III. Logistics -Katy Freitag

IV. Sponsorship- Nick Kerns

V. Volunteer & Hospitality-Karen Hardy

VI. Publicity/Marketing Daniel Shanetsky

VII. Judges-Thelema Lamar (Judy Wilson to assist)

VIII. Kid's Art Corner-Tiffany O'Brien & Thelema Lamar

5. Scope of Services 2022-2023-all vendors (artists & food/beverage) Artist Application will be updated and posted on the website once it is ready. Food and beverage application will be under Pioneer Days.

6. Tri-fold-we can ask Judy Wilson for help – **Table to next meeting 9/15**

7. VIP tent & sponsorship discussion - **Karen Hardy**, removed the VIP tent **Nicholas Kerns** will work on sponsorship for FOA.

8. New project proposals? We need a written proposal to present to the Cultural Committee-rates, dates, location, objective, etc. – Thelema Lamar – will present a proposal at the next meeting.

9. Comments from the Chair & Vice-Chair – No Comments

10. Comments from Committee – No Comments

11. Comments from Staff – No Comments

12. Comments from Alternates – No Comment

13. Comments from Public – No Comments

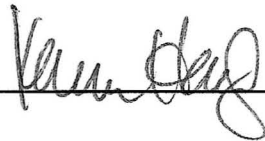
14. Next Meeting – September 19th at 6:30 PM

15. Adjournment – Ashley Gombs motion to adjourn Katherine Freitag seconded 8:30 pm.

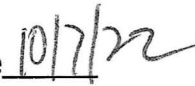
Committee Mission Statement

The mission of the Deerfield Beach Cultural Committee is to assist the City of Deerfield Beach in positioning Deerfield Beach as the city with the most desirable cultural environment for individuals and families as well as businesses, both large and small, by providing a cultural environment that is accessible, progressive and positive in design.

Minutes Approved



Date



City of Deerfield Beach - CULTURAL COMMITTEE
MEETING of September 19th, 2022– 6:30 PM at
Hillsboro Community Center (50 Hillsboro Technology Dr)
MINUTES

1. Call to order/roll call

Chair Karen Hardy called the meeting to order at 6:33 pm.

Members Present: Chair Karen Hardy, District 4
Thelema Lamar, District 2
Ashley Gombs, District 2
Daniel Shanetzky, District 3
Deborah Sullivan, District 1
Tiffany O'Brien, District 1
Vice Chair Katherine Freitag, Mayor,

Members Not Present: BrenNette Rahming, (Alternate Member) -unexcused
Nicholas Kerns, District 4, - excused

Also Present: Carolyn Marshall, City of Deerfield Beach
Monique Spencer, City of Deerfield Beach
Amelia Jadoo, City Attorney's Office

2. Approval of 8/15/22

- MOTION made by Katherine Freitag to approve the minutes seconded by Ashley Gombs. The motion was CARRIED unanimously.

3. Monique Spencer -updates-

- Flag can be made for FOA, but we can't have staff make items for the event.

4. Amelia Jadoo-City Attorney-updates? No updates

5. New Business-Judi Stanich-old posters from the first festival – Judi presented old information about FOA posters from the past.

6. Old Business-

- a. **Broward College Jazz band updates10/20-1st one--fliers, advertising-Daniel – Jason Furman spoke and gave updates and information about the upcoming Jazz Band press release & flyers are made.**

b. **Feb 18-19th, 2023 FOA discussion-** MOTION made by Katherine Freitag to purchase snip signs and banners up to \$200 Daniel Shanetzky seconded The Motion passed.

7. Chair Updates:

- I. **Merchandise** -Deborah Sullivan
- II. **Entertainment** - Ashley Gombs
- III. **Logistics** - Katy Freitag
- IV. **Sponsorship**- Nick Kerns
- V. **Volunteer & Hospitality**- Karen Hardy
- VI. **Publicity/Marketing** - Daniel Shanetsky
- VII. **Judges**-Thelema Lamar (Judy Wilson to assist)
- VIII. **Kid's Art Corner**-Tiffany O'Brien & Thelema Lamar
8. Vendor applications count 2022-2023-all vendors (artists & food/beverage)
9. Lisa Sarno Painting w a Twist-how can we use her? **It was discussed**
10. Update on current proposals (must be present to discuss your own proposal)
11. New project proposals? Need written proposals to present to City Commissioners- rates, dates, location, objective, etc. **Thelema Lamar** – submit a proposal at the next meeting.
12. **Comments from the Chair & Vice-Chair** – No Comments
13. **Comments from Committee** – No Comments
14. **Comments from Staff** – No Comments
15. **Comments from Alternates** – No Comment
16. **Comments from the Public** – No Comments
17. **Next Meeting** – October 17th at 6:30 PM
18. **Adjournment** – **Katherine Freitag** motion to adjourn **Tiffany O'Brien** was seconded at 8:19 pm.

Committee Mission Statement

The mission of the Deerfield Beach Cultural Committee is to assist the City of Deerfield Beach in positioning Deerfield Beach as the city with the most desirable cultural environment for individuals and families as well as businesses, both large and small, by providing a cultural environment that is accessible, progressive and positive in design.

Minutes Approved Karen Huff Date 10/11/22

City of Deerfield Beach - CULTURAL COMMITTEE
MEETING of November 21, 2022– 6:30 PM at
Hillsboro Community Center (50 Hillsboro Technology Dr)
MINUTES

1. Call to order/roll call

Chair Karen Hardy called the meeting to order at 6:32 pm.

Members Present: Vice Chair Katherine Freitag, Mayor
Nicholas Kerns, District 4
Thelema Lamar, District 2
Ashley Gombs, District 2
Daniel Shanetzky, District 3
Deborah Sullivan, District 1
Tiffany O'Bryan, District 1

Members Not Present: BrenNette Rahming, (Alternate Member) -unexcused

Also Present: Carolyn Marshall, City of Deerfield Beach
Teresa Rynard, City of Deerfield Beach
Elizabeth Ricci, City of Deerfield Beach
Adele Trizzino, City of Deerfield Beach
Amelia Jadoo, City Attorney's Office

2. Approval of 9/19/2022

- MOTION made by Daniel Shanetzky, to approve the minutes seconded by Nicholas Kerns. The motion was CARRIED unanimously.

3. **Liz Ricci/Terry Rynard-updates** – No Updates

4. **Amelia Jadoo-City Attorney-updates?** No updates

5. **Old Business-**

a. Broward College Jazz band updates 12/15

b. Feb 18-19th 2023 FOA discussion-

1. Poster Contest-Complete, posters and flyers ordered – Completed

2. Poster Unveiling-11/15 at the City Commission Meeting – Completed

3. Flags to the separate festival- Order Submitted for 12 flutter flags – Approved
to order flags not to exceed \$2,000

4. Trailer – Liz gave updated information

6. **Chair Updates:**

I. Merchandise-Deborah Sullivan

II. Entertainment-Ashley Gombs

III. Logistics -Katy Freitag

IV. Sponsorship- Nick Kerns

V. Volunteer & Hospitality-Karen Hardy

VI. Publicity/Marketing Daniel Shanetsky

VII. Judges-Thelema Lamar

VIII. Kid's Art Corner-Tiffany O'Bryan & Thelema Lamar

7. **Vendor applications count 2022-2023-all vendors (artists 8 approved, 3 pending for review)**

8. **Update on current proposals (must be present to discuss your own proposal)**

9. **New project proposals? Need actually written proposals to present to City**

Commissioners-rates, dates, location, objective, etc

10. **Comments from the Chair & Vice-Chair –**

11. **Comments from Committee – No Comments**

12. **Comments from Staff – No Comments**

13. **Comments from Alternates – No Comment**

14. **Comments from the Public – No Comments**

15. **Next Meeting – December 19th**

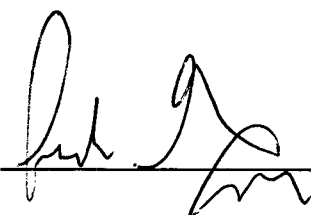
16. **Adjournment – Deborah Sullivan** motioned to adjourn **Tiffany O'Bryan**

seconded the motion the meeting ended at 9:14 pm.

Committee Mission Statement

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Minutes Approved

A handwritten signature in black ink, appearing to be 'Liz', written over a horizontal line.

Date 5/3/23

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
March 2, 2023
MEETING MINUTES**

A regular meeting of the Planning and Zoning Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:00 p.m. in the City Commission Chambers by Chair Plaut.

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Michelle Balaun
Bridget Beckford
Joe Chancy, Alternate - Tardy
Kanthiah Easwara Chandran, Alternate
William Lane

Also Present: Eric Power, Director of Planning & Development Services
Chris Suneson, Assistant Director of Planning & Development Services
Anthony Soroka, City Attorney
Heather Montemayor, City Clerk

Absent: David Kurlander, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Ms. Beckford and seconded by Ms. Balaun to approve the minutes of December 1, 2022. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS**P.H. 2023-045: APPLICATION 21-RM25-109**

Applicant: **FMO of Boca Raton LLC, represented by Dunay, Miskel & Backman, LLP**

Proposal: Major Site Plan application seeking approval to construct 4 new townhomes and associated site improvements, and seeking a variance from Section 98-61 to allow for a minimum twenty-foot (20') front yard in lieu of the required twenty-five-foot (25') front yard, on a 0.245-acre site.

Location: The property is generally described as OCEAN VUE 3-34 B LOT 35 BLK 107, more particularly described in the file, and located at 325 NE 20th Avenue.

SUMMARY BACKGROUND/EXPLANATION

Major Site Plan application seeking approval to construct 4 new townhomes and associated site improvements, and seeking a variance from Section 98-61 to allow for a minimum twenty-foot (20') front yard in lieu of the required twenty-five-foot (25') front yard, on a 0.245-acre site.

The Applicant, FMO of Boca Raton, LLC, is seeking major site plan approval to demolish an existing 2,584 square foot apartment building with three units and redevelop the property with four townhouses. Each of the two-story townhouses will feature 3 bedrooms per unit, an active rooftop deck, and an oversized garage.

In order to develop the Project, the Applicant is also requesting a variance from Section 98-61 of the Land Development Code to allow for a twenty-foot (20') front yard in lieu of the required twenty-five foot (25') front yard.

A traffic impact analysis was submitted with the site plan application and reviewed by the City's traffic consultant. Since the analysis of the proposed development resulted in less than 500 daily trips, a trip impact analysis was not required. The site meets all setback, bulk, parking, lighting, landscape and appearance requirements.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sanitation, Traffic). Staff comments have been addressed and the application is considered to be in compliance with the Land Development Code.

On January 25, 2022, the item was heard and approved by the Community Appearance Board.

Mr. Chancy arrived at 7:06 p.m.

Dwayne Dickerson, 14 SE 4th Street, Boca Raton, representing the applicant provided a brief PowerPoint presentation. Thereafter, a photograph of the proposed property location was displayed. The property is .245 acres and has a zoning designation of RM-25, which matches the future land use of 25 dwelling units per acre. He advised that the property is currently developed with a single story, three-unit apartment building; whereby, the applicant is seeking major site

plan approval to demolish the existing building and redevelop the property with four townhouses, which will be two-story and feature three bedrooms and an oversized garage. The applicant is also requesting a variance to allow for a 20-foot front yard in lieu of the required 25-foot front yard. Thereafter, the site plan was displayed. He explained that the property will be accessible from NE 20th Avenue and stub-out turnarounds will be included, so each vehicle can turn around within the space. Mr. Dickerson said there will be significant landscaping and green space surrounding the property and all setbacks are adhered too except for the front. Thereafter, various elevations of the proposed property were displayed. Lastly, Mr. Dickerson said a community meeting was held and resident requests included enough vehicle accessibility and the creation of a homeowner's association (HOA), which the applicant agreed too.

In response to Mr. Chandran's questions, Mr. Dickerson replied that although six units are applicable to the zoning designation, the applicant decided to go with four because it is more functional and marketable. Further, the properties will be owned separately through a lot split; however, there will be a master HOA to govern the entire property to ensure upkeep.

In response to Mr. Chandran's question, Chris Suneson, Assistant Director of Planning & Development Services, replied that the access points outlined on the site plan are compliant.

Chair Plaut opened the public hearing.

Daniel Carroll, 333 NE 21st Avenue, Deerfield Beach, spoke in support of the HOA, but expressed concerns with the property being turned into an Airbnb. Further, he asked for clarification on the driveways outlined on the site plan, as one of the ramps at Tiara East is adjacent to 20th Avenue.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, spoke in support of the project and agreed with granting the variance due to the size and shape of the lot. Further, she said this property will be a great asset to the beach area, as the older properties need to be redeveloped.

Jeff Fisher, 333 NE 21st Avenue, Tiara East President, agreed that the property needs to be redeveloped, but asked that the applicant follow through with the creation of an HOA to ensure rules and regulations are followed.

Roy Weisman, 3073 NW 61st Street, Boca Raton, stated that as the owner and investor of the property, he is excited to work with the City and its residents.

Mr. Dickerson said the driveways outlined on the site plan include the variance. Further, he said a turn radius movement was conducted to ensure that the vehicles can move in the driveway as anticipated by the applicant. Lastly, he said an HOA will be apart of the development.

In response to board member questions, Mr. Dickerson replied that each unit will have a roof deck with their own access. Further, he said the current apartment building does not have an HOA.

Vice Chair Bennett provided a brief overview of his time on the Board, whereby, many applicants promise things from the beginning but do not follow through; nevertheless, the

creation of an HOA is not what this board is approving this evening. Further, he urged the public to continue following this project to ensure that when the time comes for an HOA to be created, they adhere to their word.

Anthony Soroka, City Attorney, clarified that this board can make the recommendation to the Commission, but the Commission makes the ultimate decision; nevertheless, the creation of an HOA is not a code requirement.

Thereafter, discussion ensued regarding HOA's and how they are established.

Chair Plaut closed the public hearing.

Motion was made by Ms. Balaun and seconded by Vice Chair Bennett to close the public hearing. The motion CARRIED by unanimous vote.

In response to Chair Plaut's question, Mr. Dickerson replied that once all approvals are completed, demolition will begin, and the development will take 4 - 6 months to complete.

Vice Chair Bennett asked that Mr. Weisman keep his word regarding the creation of an HOA for this property.

Mr. Soroka reminded the Board that staff is not requesting that the Board take a separate vote on the variance, as that will be a decision made by the City Commission.

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to approve P.H. 2023-045: Application 21-RM25-109. The motion CARRIED by unanimous vote.

P.H. 2023-046: APPLICATION 20-R-193

Applicant: **Bethesda Christian Center, Inc.**

Proposal: Rezoning application from I-1c, Institutional and Educational District and RS-4c, One-family detached dwelling District to CF, Community Facilities District, and seeking Major Site Plan approval for a proposed two-story expansion and associated site improvements, on an approximate 3.0-acre site.

Location: The property is generally described BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, more particularly described in the file, and located at 41 NE 40th Street.

SUMMARY BACKGROUND/EXPLANATION

The Applicant, Bethesda Christian Center, is requesting approval to rezone from I-1c, Institutional and Educational District and RS-4c, One-family detached dwelling District under the Broward County Land Development Code to CF, Community Facilities District under the Deerfield Beach Land Development Code.

The applicant is proposing to rezone the subject parcel for the development of new, two-story worship facility. The subject property requires two applications in order to facilitate applicant's request.

The applicant has submitted a major site plan application (Site Plan Application No 20-CF-41) demonstrating the proposed two-story worship facility is consistent with the proposed CF, Community Facilities District zoning requirements.

The applicant has submitted a traffic impact analysis with the site plan application and reviewed by the City's traffic consultant. Since the analysis of the proposed development resulted in less than 500 daily trips, a trip impact analysis was not required. The site meets all setback, bulk, parking, lighting, landscape and appearance requirements.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On February 8, 2022, the Site Plan Application was heard and approved by the Community Appearance Board. The Board stipulated that the picket fence on the south side of the site be switched from white to anodized bronze. The appropriate sheets have been updated and are included in the packet.

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sanitation, Traffic). Staff comments have been addressed and the application is considered to be in compliance with the Land Development Code.

P.H. 2023-046: APPLICATION 20-CF-41

Applicant: **Bethesda Christian Center, Inc.**

Proposal: Rezoning application from I-1c, Institutional and Educational District and RS-4c, One-family detached dwelling District to CF, Community Facilities District, and seeking Major Site Plan approval for a proposed two-story expansion and associated site improvements, on an approximate 3.0-acre site.

Location: The property is generally described BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, more particularly described in the file, and located at 41 NE 40th Street.

The Applicant is seeking major site plan approval to demolish an existing one-story vacant, residential type building toward the rear of the parcel as well as renovate an existing one-story sanctuary building to a fellowship hall and construct a new worship facility. The new building will comprise 23,149 square feet and will contain a sanctuary, prayer room, Sunday school room, conference room, fitness center, restrooms, kitchen and childcare facilities. Finally, a third building, which is a one-story residential like structure, will have façade renovations to harmonize with the new construction.

A traffic impact analysis was submitted with the site plan application and reviewed by the City's traffic consultant. Since the analysis of the proposed development resulted in less than 500 daily trips, a trip impact analysis was not required. The site meets all setback, bulk, parking, lighting, landscape and appearance requirements.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On February 8, 2022, the item was heard and approved by the Community Appearance Board. The Board stipulated that the picket fence on the south side of the site be switched from white to anodized bronze. The appropriate sheets have been updated and are included in the packet.

Items 2 & 3 were discussed simultaneously but voted on separately.

Ralph Tait, 11820 Miramar Parkway, Miramar, representing the applicant provided a brief PowerPoint presentation. Currently, the site contains an existing sanctuary building, and a building to the east and north; however, once approval is received the building to the north will be demolished and the existing sanctuary will be renovated to function as a multipurpose area. Thereafter, the site plan was displayed. The first floor will consist of the sanctuary, office space, dressing space for the choir, and kitchenette. The second floor will consist of additional seating overlooking the sanctuary and meeting areas, and the building to the east will remain as is. Thereafter, the proposed building elevations were displayed. Mr. Tait said the proposed building will contain a porte-cochère, plenty of parking and meets all code requirements.

In response to Chair Plaut's question, Mr. Tait replied that the property contains a daycare facility.

In response to Ms. Beckford's question, Chris Suneson, Assistant Director of Planning & Development Services, replied that the surrounding area is single family residential and multi-family.

In response to Vice Chair Bennett's question, Mr. Suneson replied that the application is split zoning, institutional/educational and single-family districts, which is under county regulations; whereby, the applicant has designed the project as a community facilities type district under the City's code.

In response to Mr. Chandran's questions, Mr. Suneson replied that all comments will be addressed during the building permit process. Further, a more detailed traffic impact analysis is conducted when projects affect other streets.

In response to Mr. Chancy's question, Mr. Suneson replied that the larger portion of the property is institutional/educational district, and a portion is single family zoning. Further, he explained that under federal regulations, churches can go into any zoning district; therefore, having the applicant voluntarily request to rezone this application to community facility assists with the City's zoning efforts.

Chair Plaut opened the public hearing.

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to close the public hearing. The motion CARRIED by unanimous vote.

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve P.H. 2023-046: Application 20-R-193. The motion CARRIED by unanimous vote.

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve P.H. 2023-046: Application 20-CF-41. The motion CARRIED by unanimous vote.

In response to Ms. Beckford's comment, Anthony Soroka, City Attorney, stated that there is a federal law that limits, to some extent, the City's regulatory authority over churches and religious institutions.

STAFF REPORT

April Meeting - Chris Suneson, Assistant Director of Planning & Development Services, stated that there will most likely not be a meeting in April, but there will be a meeting in May.

March Referendum - Eric Power, Director of Planning & Development Services, displayed a video outlining the referendum that will be placed on the March 14th ballot.

Anthony Soroka, City Attorney, provided a brief overview of the item, and advised that the purchase and sale agreement was discussed at the February 21st Commission meeting and will be voted on at the March 7th City Commission meeting. Thereafter, he entertained questions posed by the Board regarding the property.

CHAIRMAN'S REPORT

Chair Plaut thanked staff for the presentation and urged everyone to get out and vote.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Ms. Beckford and seconded by Mr. Lane to adjourn the meeting at 8:35 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
April 12, 2023**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:00 p.m. in the City Commission Chambers, Deerfield Beach, by Vice Chair Glunt.

Roll call:

Present: Terrance Glunt, Vice Chair
Tinka Ellington
Mark Damiano, Alternate
Joseph Cummings, Alternate

Also Present: Eric Power, Director of Planning and Development Services
Christopher Suneson, Assistant Director of Planning and Development Services
Anthony Soroka, City Attorney
Tracy Britten, Administrative Support Specialist

Absent: Harry Belton, Chair
Jack Hugentugler
Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Damiano made a motion, seconded by Ms. Ellington to approve the February 22, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#7062 Natura Condo #3
 606 SW Natura
 Building Paint Change**

Christopher Suneson, Assistant Director of Planning and Development Services, displayed images captured via Google maps.

The applicant provided photographs of the existing building and advised that the proposed paint change will be PPG1145-4 for the building, down spouts, gutters and kick plates. All doors and balustrades will remain white, and all aluminum/metal doors, window frames and rails are to remain.

Mr. Damiano made a motion, seconded by Ms. Ellington to approve Item #7062 with the stipulation of a mold inhibitor additive to the paint on the north side of the building. The motion CARRIED

by unanimous vote.

#7057 B&G Awnings and Fences (Deferred from 2-22-23 meeting)
98 SE 7th Street
Minor Site Plan

Christopher Suneson, Assistant Director of Planning and Development Services, displayed images captured via Google maps.

The applicant advised that the plans include replacing the smaller awnings in the rear of the building with a larger single iron and fabric awning; whereas, the existing awnings are non-compliant outdoor warehouse tents. The awning will be white, which will match the building and will only be utilized for daytime operations.

Mr. Damiano made a motion, seconded by Ms. Ellington to approve Item #7057 as submitted. The motion CARRIED by unanimous vote.

#7061 Vista Clara Apartments
414, 430, 454 & 480 NE 1st Avenue; 240 NE 5th Street; 412, 424, 430, 445, 450 &
458 N River Drive; 409 N River Avenue
Major Site Plan

Christopher Suneson, Assistant Director of Planning and Development Services, displayed images captured via Google maps.

Vice Chair Glunt abstained from voting, as he works for the company overseeing the project.

The applicant advised that modifications are being done to the garage and landscaping plans. The two separate garage structures that were previously approved will now be combined into one structure to allow an extra 30 feet of frontage. The landscaping coverage will remain the same but consist of more manageable and sustainable species.

Minor modifications have been made to the floor and amenity plans, 320 rental apartments as opposed to 326, to allow for a grander lobby entrance.

Mr. Damiano made a motion, seconded by Mr. Cummings to defer Item #7061. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Eric Power, Director of Planning and Development Services, advised that the next meeting will be held on April 26, 2023.

ADJOURNMENT

Vice Chair Glunt adjourned the meeting at 7:30 p.m.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - May 16, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, May 16, 2023, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The May 16, 2023, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the May 16, 2023 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on May 16, 2023.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/88094430349?pwd=bFl1MDVxZXJkYmdCTFJDWlJaNFoyUT09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 880 9443 0349#, Participant ID: #, Passcode: 615436#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on May 16, 2023, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission Chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1866

Agenda Date: 5/16/2023

Status: AWARDS & RECOGNITION

In Control: City Commission

Title

Presentation by Lee Gotlieb from the South Florida Audubon Society regarding dune restoration in Deerfield Beach.

Background/History

Commissioner Hudak requested a presentation from Lee Gotlieb regarding dune restoration. Lee is the Habitat Restoration Consultant for the South Florida Audubon Society and has partnered with the City for previous dune plantings. Mr. Gotlieb will present the importance of dunes, our recent history of dunes in Deerfield Beach and how they have performed. He will also discuss the benefits of a dune master plan and introduce the Adopt-a-Dune program.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1783

Agenda Date: 5/16/2023

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2023-068: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE INSURANCE SERVICES FUND BY \$487,681, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; APPROVING AMENDMENTS TO THE EMPLOYMENT POSITION TITLES AND GRADE SYSTEM, AND POSITION PAY RANGES, AS SET FORTH IN THE ATTACHED EXHIBITS "B" AND "C"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Section 166.241(7)(c), Florida Statutes, the governing body of each municipality at any time within a fiscal year or within 60 day, may amend the budget for a purpose not specifically authorized in paragraph 166.241(7)(a) or paragraph (b), in the same manner as the original budget. This proposed amendment to the budget meets this requirement.

Article 5 of the City Charter provides that if there are revenues in excess of those estimated in the budget, the Commission by ordinance may make supplemental appropriations for the year up to the amount of such excess.

Current Activity

As outlined in Exhibit A, supplemental departmental budget transfers and budget appropriations are requested primarily to account for the Pay and Class Study, Carryforward for Capital Projects appropriated and/or obligated in FY2022, and for the transfer of General Fund excess Unassigned Fund Balance to the Solid Waste Fund as follows:

The General Fund in the amount of \$5.1M:

Revenue recognition of ADI grant and CASA donation funding.

Use of Fund Balance of \$4.8M for Capital Projects' Carryforwards obligated and appropriated in FY2022 for \$2.5M and reimbursement to the Solid Waste Fund of \$2.2M

Department adjustments include:

Pay and Class Study Phase One adjustments across the applicable departments, offset by savings from the Insurance Services Fund and the Nonuniformed Pension Plan contribution along with

increasing the vacancy credit by \$256K, creating no budget increase impact.

Community Services Department budget increase related to the ADI grant award increase.

Human Resources Department budget increase for consulting services.

The Capital Projects Fund of \$3.0M comprised of FY22 carryforwards for vehicles of \$536K with capital lease proceeds as the funding source, and various capital projects that were obligated for \$2.5M.

The Community Development Block Grant in the amount of \$300K for Oveta McKeithen Park, to be transferred to the Capital Projects Fund.

The Parks Impact Fee Fund in the amount of \$581K for the West Community Center to be transferred to the Capital Projects Fund.

The Utilities Fund in the amount of \$685K for transfer to the Utilities Capital Fund and debt service offset by interest earnings.

The Utilities Capital Fund transfer in of \$500K from the Utilities Fund for the injection well rehabilitation.

The Solid Waste Fund in the amount of \$1.9M to recognize the transfer from the General Fund and the reduction in the use of fund balance.

The Storm Water Fund for \$105K for a carryforward of professional services.

The Target Area Trust Fund of \$474K to transfer to the Capital Project Fund for the Oveta McKeithen Park and Outdoor Fitness Court and Art Wall projects.

The Insurance Service Fund deappropriation of appx. \$488K of transfers from other Funds in recognition of expenditure savings that will support the Pay and Class Study Phase One implementation.

In addition, the Pay and Class Study proposed a new position grade system and several position title changes as outlined in Exhibit B. Exhibit C provides the detail of the new pay ranges in comparison to the current as originally adopted for FY2023.

Recommendation

Staff recommends adoption of the ordinance and setting the public hearing for May 16, 2023.

ORDINANCE NO. 2023/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE INSURANCE SERVICES FUND BY \$487,681, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; APPROVING AMENDMENTS TO THE EMPLOYMENT POSITION TITLES AND GRADE SYSTEM, AND POSITION PAY RANGES, AS SET FORTH IN THE ATTACHED EXHIBITS "B" AND "C"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 166.241(7), Florida Statutes, "the governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year"; and

WHEREAS, the City Manager has certified that there are revenues or unappropriated fund balance available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2023; and

WHEREAS, pursuant to Section 5.05(1) of the City Charter, the City Commission may, by Ordinance, make supplemental appropriations for the fiscal year, up to the amount of such excess revenues and unappropriated fund balance; and

WHEREAS, pursuant to Section 5.05(2) of the City Charter, the City Commission may, by Ordinance, reduce appropriations to a fund for the fiscal year when it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated to such fund; and

WHEREAS, the City recently conducted a Pay and Class Study that resulted in recommended revisions to the City employment position grade system, position title changes, and position pay ranges, with the recommended revisions for implementation in Fiscal Year 2023 set forth in the attached Exhibits "B" and "C"; and

WHEREAS, the proposed budget amendment, attached and incorporated herein as Exhibits "A", "B" and "C", authorizes: (i) supplemental appropriations and budget transfers to various City Funds, as reflected in Exhibit "A", including but not limited to fund balance transfers for carryforwards, (ii) the reduction of appropriations to the Insurance Services Fund by \$487,681, and (iii) amendments to the City employment position grade system, position titles, and position pay ranges, as set forth in the attached Exhibits "B" and "C", to be effective as of April 1, 2023 (collectively, the "Amendments"); and

WHEREAS, City staff recommends approving the Amendments to the City's budget for the fiscal year ending September 30, 2023, as set forth in the attached Exhibits "A", "B" and "C"

(the “Budget Amendment”).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the above “WHEREAS” clauses are true and correct and are made a part hereof.

Section 2. That the Budget Amendment, as set forth in the attached Exhibits “A”, “B” and “C”, is hereby approved.

Section 3. That the amendments to the City employment position grade system and position titles, as reflected in Exhibit “B”, and the amendments to the Position Pay Ranges, as set forth in Exhibit “C”, are hereby approved and shall be effective as of April 1, 2023.

Section 4. That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 5. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 7. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2023.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
BUDGET AMENDMENT
FISCAL YEAR ENDING SEPTEMBER 30, 2023

GENERAL FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
TOTAL SOURCES	122,549,409	263,495	122,812,904
Transfers In	853,656	-	853,656
Fund Balances/Reserves	11,414,444	4,836,311	16,250,755
TOTAL REVENUES, TRANSFERS & BALANCES	134,817,509	5,099,806	139,917,315
EXPENDITURES:			
City Commission	409,082	-	409,082
City Manager	782,480	-	782,480
City Clerk	846,286	-	846,286
City Attorney	575,000	-	575,000
Financial Services	3,518,726	-	3,518,726
Human Resources	984,302	27,907	1,012,209
Planning & Development Services	1,606,371	9,001	1,615,372
Information Technology Services	3,650,400	11,552	3,661,952
Economic Development	728,281	8,590	736,871
Community Services	3,092,087	81,464	3,173,551
Public Affairs & Marketing	661,881	26,514	688,395
Office of Public Safety	75,755,244	86,272	75,841,516
Sustainable Management	1,307,204	-	1,307,204
Environmental Services	5,296,700	62,226	5,358,926
Parks & Recreation	17,728,469	132,486	17,860,955
Community Contributions	181,021	-	181,021
Additional Considerations	(949,921)	(256,184)	(1,206,105)
TOTAL EXPENDITURES	116,173,613	189,828	116,363,441
Transfers Out	17,143,896	4,909,978	22,053,874
Fund Balances/Reserves/Net Assets	1,500,000	-	1,500,000
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	134,817,509	5,099,806	139,917,315

GENERAL CAPITAL FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Capital Lease Proceeds	2,317,154	536,307	2,853,461
TOTAL SOURCES	2,317,154	536,307	2,853,461
Transfers In	17,099,360	2,513,662	19,613,022
Fund Balances/Reserves		-	-
TOTAL REVENUES, TRANSFERS & BALANCES	19,416,514	3,049,969	22,466,483

EXPENDITURES:

Capital Projects Prior Year Encumbrances Carryforward	19,416,514	2,849,969	22,266,483
Braithwaite Center of Active Aging FF&E	-	200,000	200,000
TOTAL EXPENDITURES	19,416,514	3,049,969	22,466,483
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	19,416,514	3,049,969	22,466,483

COMMUNITY DEVELOPMENT BLOCK GRANT FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Federal Grant	1,631,830	300,000	1,931,830
TOTAL SOURCES	1,631,830	300,000	1,931,830
EXPENDITURES:			
Federal Grant Expenditures	1,422,483	-	1,422,483
TOTAL EXPENDITURES	1,422,483	-	1,422,483
Transfers Out	209,347	300,000	509,347
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	1,631,830	300,000	1,931,830

PARKS IMPACT FEE FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Fund Balances/Reserves	261,435	580,599	842,034
TOTAL REVENUES, TRANSFERS & BALANCES	261,435	580,599	842,034
EXPENDITURES:			
Capital Projects Prior Year Encumbrances Carryforward	12,001	580,599	592,600
TOTAL EXPENDITURES	12,001	580,599	592,600
Transfers Out	249,434	-	249,434
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	261,435	580,599	842,034

UTILITIES FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Operating Revenues	25,522,674	185,049	25,707,723
TOTAL SOURCES	25,522,674	185,049	25,707,723
Fund Balances/Reserves	7,900,656	500,000	8,400,656
TOTAL REVENUES, TRANSFERS & BALANCES	33,423,330	685,049	34,108,379
EXPENDITURES:			
Operating Expenditures	27,626,495	(104,724)	27,521,771
Debt Service	1,757,982	-	1,757,982
TOTAL EXPENDITURES	29,384,477	(104,724)	29,279,753
Transfers Out	4,038,853	789,773	4,828,626
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	33,423,330	685,049	34,108,379

UTILITIES CAPITAL FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
TOTAL SOURCES	9,886,441	-	9,886,441
Transfers In	-	500,000	500,000
Fund Balances/Reserves	7,730,937	-	7,730,937
TOTAL REVENUES, TRANSFERS & BALANCES	17,617,378	500,000	18,117,378
EXPENDITURES:			
Capital Expenditures	17,617,378	500,000	18,117,378
TOTAL EXPENDITURES	17,617,378	500,000	18,117,378
Transfers Out	-	-	-
Fund Balances/Reserves/Net Assets	-	-	-
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	17,617,378	500,000	18,117,378

SOLID WASTE FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
TOTAL SOURCES	18,024,200	-	18,024,200
Transfers In	-	2,160,009	2,160,009
Fund Balances/Reserves	777,136	(290,633)	486,503
TOTAL REVENUES, TRANSFERS & BALANCES	18,801,336	1,869,376	20,670,712

EXPENDITURES:

Operating Expenditures	18,301,330	(42,460)	18,258,870
TOTAL EXPENDITURES	18,301,330	(42,460)	18,258,870
Transfers Out	500,006	(248,173)	251,833
Fund Balances/Reserves/Net Assets	-	2,160,009	2,160,009
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	18,801,336	1,869,376	20,670,712

STORMWATER FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
TOTAL SOURCES	3,864,968	-	3,864,968
Fund Balances/Reserves	248,653	105,000	353,653
TOTAL REVENUES, TRANSFERS & BALANCES	4,113,621	105,000	4,218,621

EXPENDITURES:

Operating Expenditures	2,370,733	105,000	2,475,733
TOTAL EXPENDITURES	2,370,733	105,000	2,475,733
Transfers Out	1,742,888	-	1,742,888
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	4,113,621	105,000	4,218,621

TARGET TRUST FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Fund Balances/Reserves	650,000	473,974	1,123,974
TOTAL REVENUES, TRANSFERS & BALANCES	650,000	473,974	1,123,974

EXPENDITURES:

Operating Expenditures	462,901	-	462,901
TOTAL EXPENDITURES	462,901	-	462,901
Transfers Out	187,099	473,974	661,073
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	650,000	473,974	1,123,974

INSURANCE SERVICES FUND	ORIGINAL	BUDGET	AMENDED
REVENUES:	BUDGET	AMENDMENT	BUDGET
TOTAL SOURCES	2,041,800	-	2,041,800
Transfers In	9,124,844	(487,681)	8,637,163
TOTAL REVENUES, TRANSFERS & BALANCES	11,166,644	(487,681)	10,678,963
EXPENDITURES:			
Operating Expenditures	11,166,644	(487,681)	10,678,963
TOTAL EXPENDITURES	11,166,644	(487,681)	10,678,963
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	11,166,644	(487,681)	10,678,963

"EXHIBIT B"
CITY OF DEERFIELD BEACH, FLORIDA
POSITION TITLE ADJUSTMENTS AND NEW GRADE SYSTEM
FISCAL YEAR ENDING SEPTEMBER 30, 2023

Class Titles in Bold indicates change in Titles

Proposed Class Title	New Grade	Original Title	Original Grade
ACCOUNTANT	114	ACCOUNTANT	E15
ACCOUNTANT, SENIOR	116	ACCOUNTANT- SENIOR	E16
ACCOUNTING MANAGER	122	ACCOUNTING MANAGER	E21
ACCOUNTS PAYABLE COORDINATOR	113	ACCOUNTS PAYABLE COORDINATOR	N14
ACCOUNTS RECEIVABLE SPECIALIST	107	ACCOUNTS RECEIVABLE SPECIALIST	N09
ADMIN SPECIAL EVENTS/ATHLETICS	119	ADMIN SPECIAL EVENTS/ATHLETICS	E20
ADMIN WATERFRONT OPS/AQUATICS	119	ADMIN WATERFRONT OPTS/AQUATICS	E21
ADMINISTRATIVE ASSISTANT	106	ADMINISTRATIVE ASSISTANT	N08
ADMINISTRATIVE ASSISTANT	106	OFFICE AUTOMATION SPECIALIST	N08
ADMINISTRATIVE ASSISTANT	106	OFFICE SPECIALIST	N08
ADMINISTRATIVE COORDINATOR	113	ADMINISTRATIVE COORDINATOR	N14
ADMN. SUPPORT SPECIALIST	108	OFFICE SUPERVISOR	N10
ADMN. SUPPORT SPECIALIST	108	ADMN. SUPPORT SPECIALIST	N10
AQUATICS MANAGER	114	AQUATICS MANAGER	E15
ASSIST DIRECTOR OF PARKS & REC	124	ASSIST DIRECTOR OF PARKS & REC	E23
ASSISTANT CITY CLERK	120	ASSISTANT CITY CLERK	E18
ASSISTANT P&R MANAGER	108	ASSISTANT P&R MANAGER	N08
ASSISTANT PLANNER	112	ASSISTANT PLANNER	N13
ASST DIR OF ENVIRONMENTAL SERVICES (UTILITIES)	125	ASST DIR OF ENVIRONMENTAL SERVICES	E24
ASST DIR OF HUMAN RESOURCES	124	ASST DIR OF HUMAN RESOURCES	E23
ASST DIR OF PLANNING & DEV SVC	124	ASST DIR OF PLANNING & DEV SVC	E23
ASST DIR OF SUSTAINABLE MGMT	124	ASST DIR OF SUSTAINABLE MGMT	E23
ASST DIRECTOR FINANCIAL SERVICES	125	ASST DIRECTOR FINANCIAL SERVICES	E24
ASST DIRECTOR OF COMM SERVICES	124	ASST DIRECTOR OF COMM SERVICES	E23
ASST WATERFRONT OPERATIONS MGR	108	ASST WATERFRONT OPERATIONS MGR	N08
ATHLETIC PROGRAM LEADER	107	ATHLETIC PROGRAM LEADER	N08
BACKFLOW TECHNICIAN	109	BACKFLOW TECHNICIAN	N11
BEACH AMBASSADORS PT	104	BEACH AMBASSADORS PT	N07
BILLING COORDINATOR	114	BILLING COORDINATOR	E15
BUDGET ANALYST	114	BUDGET ANALYST	E15
BUDGET MANAGER	123	BUDGET MANAGER	E22
BUS DRIVER	104	BUS DRIVER	N07
BUS DRIVER COORDINATOR	108	BUS DRIVER COORDINATOR	N08
BUS DRIVER PT	104	BUS DRIVER PT	N07
BUSINESS ANALYST	114	BUSINESS ANALYST	E15
BUSINESS CONTINUITY MANAGER	122	BUSINESS CONTINUITY MANAGER	E19
BUSINESS DEVELOPMENT MANAGER	122	BUSINESS DEVELOPMENT MANAGER	E21
BUSINESS MANAGER	120	BUSINESS MANAGER	E18
BUYER	112	BUYER	N13
CADD ENGINEERING TECHNICIAN	113	CADD ENGINEERING TECHNICIAN	N13
CAPITAL PROJECTS ENGINEER	120	CAPITAL PROJECTS ENGINEER	E20
CASE MANAGER	111	CASE MANAGER	N12
CERTIFIED NURSING ASST PT	107	CERTIFIED NURSING ASST PT	N09
CERTIFIED NURSING ASST.	107	CERTIFIED NURSING ASST.	N09
CHIEF FINANCIAL OFFICER	131	DIRECTOR FINANCIAL SERVICES/CFO	E30
CHIEF INFORMATION OFFICER	130	CHIEF INFORMATION OFFICER	E28
CITY CLERK	125	CITY CLERK	E25
CITY ENGINEER	125	CITY ENGINEER	E25
COASTAL & WATERWAY COORDINATOR	115	COASTAL & WATERWAY COORDINATOR	E16
COMMUNICATIONS MANAGER	123	COMMUNICATIONS MANAGER	E20
CONSTRUCTION ADMIN SPECIALIST	111	CONSTRUCTION ADMIN SPECIALIST	N12
CONSTRUCTION PROJECT MANAGER	118	CONSTRUCTION PROJECT MANAGER	E18
COUNSELOR	110	COUNSELOR	N11
CRA ADMINISTRATIVE COORDINATOR	113	CRA ADMINISTRATIVE COORDINATOR	N14
CRA PROJECT MANAGER	118	CRA PROJECT MANAGER	E18
CREW LEADER	111	CREW LEADER	N12

CROSS CONNECTION CONTROL SPEC	111	CROSS CONNECTION CONTROL SPEC	N12
CUSTOMER SERVICE ANALYST	106	CUSTOMER SERVICE ANALYST	N08
CUSTOMER SERVICE REP	106	CUSTOMER SERVICE REP	N08
CUSTOMER SERVICE SUPERVISOR	111	CUSTOMER SERVICE SUPERVISOR	N12
DATABASE ADMINISTRATOR	116	DATABASE ADMINISTRATOR	E16
DATEBASE COORDINATOR	115	CMMS COORDINATOR	N16
DEPUTY CITY MANAGER	133	DEPUTY CITY MANAGER	E30
DIR OF ECONOMIC DEVELOPMENT	128	DIR OF ECONOMIC DEVELOPMENT	E28
DIR OF PUBLIC AFFAIRS & MKTG	127	DIR OF PUBLIC AFFAIRS & MKTG	E26
DIRECTOR OF COMMUNITY SERVICES	127	DIRECTOR OF COMMUNITY SERVICES	E27
DIRECTOR OF ENVIRONMENTAL SERVICES	129	DIRECTOR OF ENVIRONMENTAL SERVICES	E29
DIRECTOR OF HR AND RISK MGMT	129	DIRECTOR OF HR AND RISK MGMT	E28
DIRECTOR OF PARKS & RECREATION	128	DIRECTOR OF PARKS & RECREATION	E29
DIRECTOR OF PLANNING & DEV SVC	129	DIRECTOR OF PLANNING & DEV SVC	E28
DIRECTOR OF PUBLIC SAFETY	130	DIRECTOR OF PUBLIC SAFETY	E29
DIRECTOR OF SUSTAINABLE MGMT	129	DIRECTOR OF SUSTAINABLE MGMT	E29
DRIVER COLLECTOR	109	DRIVER COLLECTOR	N11
DRIVER COLLECTOR PT	109	DRIVER COLLECTOR PT	N11
DRIVER COLLECTOR WILL CALL	109	DRIVER COLLECTOR WILL CALL	N11
ELECTRICAL AUTOMATION SUPERV	115	ELECTRICAL AUTOMATION SUPERV	E16
EMERGENCY MGMT COORDINATOR	115	EMERGENCY MGMT COORDINATOR	E16
ENGINEERING RECORDS ADMINISTRATOR	113	ENGINEERING RECORDS SPECIALIST	N14
ENGINEERING TECHNICIAN	113	ENGINEERING TECHNICIAN	N14
ENGINEERING TECHNICIAN/UTILITY	107	UTILITY LOCATOR TECHNICIAN	N09
ENTERPRISE NETWORK MANAGER	122	ENTERPRISE NETWORK MANAGER	E19
ENVIRONMENTAL COMPLIANCE SUPT.	121	ENVIRONMENTAL COMPLIANCE SUPT.	E19
ENVIRONMENTAL PROJECT ENGINEER	119	PROJECT ENGINEER	E18
EQUIPMENT OPERATOR	107	EQUIPMENT OPERATOR	N09
EQUIPMENT OPERATOR, SENIOR	109	EQUIPMENT OPERATOR- SENIOR	N11
EVENT SPECIALIST	106	EVENT SPECIALIST	N08
EVENTS SPECIALIST PT	106	EVENTS SPECIALIST PT	N08
EXECUTIVE ASSISTANT	114	EXECUTIVE ASSISTANT	N15
FACILITIES MANAGER	118	FACILITIES MANAGER	E18
FACILITIES OPERATIONS SUPERVISOR	114	FACILITIES OPERATIONS SUPERVIS	N15
FACILITIES TECHNICIAN	109	FACILITIES TECHNICIAN	N11
FIELD OPS SUPT.	121	FIELD OPS SUPERINTENDENT	E19
FINANCIAL SERVICES MANAGER	120	FINANCIAL SERVICES MANAGER	E18
FLEET MANAGER	118	FLEET MANAGER	E18
FLEET SUPERVISOR	115	FLEET SUPERVISOR	E15
GIS MANAGER	121	GIS MANAGER	E19
GIS SPECIALIST	113	GIS SPECIALIST	E14
GRANTS COORDINATOR	115	GRANTS COORDINATOR	E16
GRANTS MANAGER	117	GRANTS MANAGER	E17
HEALTH SUPPORT MANAGER	115	HEALTH SUPPORT COORDINATOR	E14
HOUSING & COMM AFFAIRS MANAGER	120	HOUSING & COMM AFFAIRS MANAGER	E18
HOUSING COORDINATOR (NEW)	113	N/A	
HUMAN RESOURCE TECHNICIAN	108	HUMAN RESOURCES TECHNICIAN	N10
HUMAN RESOURCES ASSISTANT	106	HUMAN RESOURCES ASSISTANT	N08
HUMAN RESOURCES SPECIALIST	111	HR PAYROLL SPECIALIST	N12
HUMAN RESOURCES SPECIALIST	111	TRAINING/DEVEOPMENT SPEC	N12
HVAC TECHNICIAN	110	HVAC TECHNICIAN	N11
INFRASTRUCT MAINT SUPERVISOR	115	INFRASTRUCT MAINT SUPERVISOR	E16
INFRASTRUCTURE MAINT CREW LDR	111	INFRASTRUCTURE MAINT CREW LDR	N12
INSTRUMENT TECHNICIAN	113	INSTRUMENT TECHNICIAN	N14
INVENTORY CONTROL CLERK	107	INVENTORY CONTROL CLERK	N09
INVENTORY COORDINATOR	112	INVENTORY COORDINATOR	N13
IRRIGATION SPECIALIST	108	IRRIGATION SPECIALIST	N10
IT SECURITY ANALYST	116	IT SECURITY ANALYST	E16
LANDSCAPE CREW LEADER	111	MAINTENANCE LANDSCAPER	N12
LANDSCAPE CREW LEADER	111	LANDSCAPE CREW LEADER	N12
LANDSCAPE INSPECTOR	110	LANDSCAPE TECHNICIAN	N12
LANDSCAPE SUPERVISOR	113	LANDSCAPE SUPERVISOR	N14
LEAD FACILITIES TECHNICIAN	111	LEAD FACILITIES TECHNICIAN	N13
LEAD LIFEGUARD	107	LEAD GUARD	N08
LEAD PARK RANGER	113	LEAD PARK RANGER	E14
LEAD STORMWATER TECHNICIAN	113	LEAD STORMWATER TECHNICIAN	N14
LEAD WATER OPERATOR	113	LEAD WATER OPERATOR	N14

LICENSED PRACTICAL NURSE	110	LICENSED PRACTICAL NURSE	N11
LIFEGUARD P/T	104	WATER SAFETY INSTRUCTOR P/T	N07
MAINTENANCE WORKER	106	MAINTENANCE WORKER	N08
MAINTENANCE WORKER PT	106	MAINTENANCE WORKER PT	N08
MAINTENANCE WORKER, SENIOR	108	MAINTENANCE WORKER- SENIOR	N10
MASTER CERTIFIED TRUCK TECH	113	MASTER CERTIFIED TRUCK TECH	N14
MECHANIC	110	MECHANIC	N11
MECHANIC, SENIOR	112	MECHANIC- SENIOR	N13
MULTI-MEDIA PRODUCTION SPEC	114	MULTI-MEDIA PRODUCTION SPEC	E15
OCEAN LIFEGUARD	109	OCEAN LIFEGUARD	N10
OCEAN LIFEGUARD/WILL-CALL	109	OCEAN LIFEGUARD/WILL-CALL	N10
OCEAN RESCUE CAPTAIN	114	OCEAN RESCUE CAPTAIN	N14
OCEAN RESCUE CHIEF	121		E19
OCEAN RESCUE LIEUTENANT	113	OCEAN RESCUE LIEUTENANT	N13
OFFICE ASSISTANT P/T	101	OFFICE ASSISTANT P/T	N04
OFFICE COORDINATOR	111	ACCOUNTING OPERATIONS ANALYST	N12
OPERATIONS MANAGER	118	OPERATIONS MANAGER	E18
PARK RANGER	107	PARK RANGER	N09
PARKING METER TECHNICIAN	106	PARKING METER TECHNICIAN	N08
PARKING METER TECHNICIAN PT	106	PARKING METER TECHNICIAN PT	N08
PARKING SUPERVISOR	111	PARKING SUPERVISOR	N12
PARKS & RECREATION MANAGER I	111	PARKS & RECREATION MANAGER I	N11
PARKS & RECREATION MANAGER II	113	PARKS & RECREATION MANAGER II	E15
PARKS PROJECT MANAGER	118	PARKS PROJECT MANAGER	E18
PAYROLL COORDINATOR	113	PAYROLL COORDINATOR	N14
PIER ATTENDANT	102	PIER ATTENDANT	N05
PIER ATTENDANT PART TIME	102	PIER ATTENDANT PART TIME	N05
PLANNER	116	PLANNER	E16
PLANNING & ZONING MANAGER	121	PRINCIPAL PLANNER	E20
PLANNING ASSISTANT	108	PLANNING ASSISTANT	N10
PLANNING COORDINATOR	111	PLANNING COORDINATOR	N12
PLANS REVIEW ENGINEER	117	PLANS REVIEW ENGINEER	E17
PLANT MAINTENANCE SUPT.	121	PLANT MAINTENANCE SUPT.	E19
PLANT MECHANIC	110	PLANT MECHANIC	N11
PLANT TECHNICIAN	107	PLANT TECHNICIAN	N09
PURCHASING MANAGER	122	PURCHASING MANAGER	E21
QUALITY ASSURANCE OFFICER	113	QUALITY ASSURANCE OFFICER	N14
RECEPTIONIST/CASHIER CLERK	104	RECEPTIONIST/CASHIER CLERK	N07
RECORDS SPECIALIST	113	RECORDS SPECIALIST	N14
RECREATION COORDINATOR	109	RECREATION COORDINATOR	N11
RECREATION LEADER-P/T	102	RECREATION LEADER-P/T	N04
RECYCLING DROP OFF ATTENDANT	107	RECYCLING DROP OFF ATTENDANT	N09
REDEVELOPMENT PROJECT COORD	117	REDEVELOPMENT PROJECT COORD	E17
REGISTERED NURSE PART TIME	112	REGISTERED NURSE PART TIME	N13
REVENUE COLLECTION SPECIALIST	107	REVENUE COLLECTION SPECIALIST	N09
REVENUE COLLECTIONS MANAGER	117	REVENUE COLLECTIONS MANAGER	E17
RISK/BENEFITS COORDINATOR	115	RISK/BENEFITS COORDINATOR	E14
RISK/BENEFITS MANAGER	119	RISK/BENEFITS OFFICER	E18
SAFETY COORDINATOR	111	SAFETY COORDINATOR	N12
SANITATION WORKER	104	SANITATION WORKER	N07
SCADA SYSTEM ANALYST	114	SCADA SYSTEM ANALYST	N15
SENIOR BUDGET ANALYST	115	BUDGET PERF & OPER ANALYST	E16
SENIOR BUYER	114	SENIOR BUYER	E15
SENIOR CASHIER CLERK	105	SENIOR CASHIER CLERK	N08
SENIOR EXECUTIVE ASSISTANT	116	SENIOR EXECUTIVE ASSISTANT	E16
SENIOR PLANNER	118	SENIOR PLANNER	E18
SERVICE DESK SPECIALIST	108	SERVICE DESK SPECIALIST	N10
SMALL ENGINE MECHANIC	110	SMALL ENGINE MECHANIC	N11
SOCIAL SERVICE COORDINATOR	110	SOCIAL SERVICE COORDINATOR	N11
SOLID WASTE SUPERVISOR	115	SOLID WASTE SUPERVISOR	E17
STORMWATER MAINTENANCE TECH I	106	STORMWATER MAINTENANCE	N08
STORMWATER MAINTENANCE TECH II	108	STORMWATER TECHNICIAN	N10
STORMWATER TECHNICIAN SENIOR	110	STORMWATER TECHNICIAN SENIOR	N12
SUPERINTENDENT OF PARKS	121	SUPERINTENDENT OF PARKS	E19
SUSTAINABILITY COORDINATOR	114	SUSTAINABILITY COORDINATOR	N15
TECHNOLOGY INTEGRATOR	115	TECHNOLOGY INTEGRATOR	E18
TRANSPORTATION MANAGER	115	TRANSPORTATION MANAGER	E19

URBAN FORESTER	119	LANDSCAPE ARCHITECT	E18
UTILITY BILLING SUPERVISOR	111	UTILITY BILLING SUPERVISOR	N12
UTILITY ELECTRICIAN	111	UTILITY ELECTRICIAN	N12
UTILITY ELECTRICIAN, SENIOR	113	UTILITY ELECTRICIAN- SENIOR	N15
VOLUNTEER COORDINATOR	108	VOLUNTEER COORDINATOR	N10
WASTEWATER COLLECTION CREW LDR	112	WASTEWATER COLLECTION CREW LDR	N12
WASTEWATER SERVICE WORKER	108	WASTEWATER SERVICE WORKER	N10
WASTEWATER SUPERVISOR	115	WASTEWATER SUPERVISOR	E20
WASTEWATER TECHNICIAN	107	WASTEWATER TECHNICIAN	N09
WATER DISTRIBUTION CREW LEADER	112	WATER DISTRIBUTION CREW LEADER	N12
WATER DISTRIBUTION SUPERVISOR	115	WATER DISTRIBUTION SUPERVISOR	E21
WATER DISTRIBUTION SVC WORKER	108	WATER DISTRIBUTION SVC WORKER	N10
WATER LABORATORY TECHNICIAN	110	WATER LABORATORY TECHNICIAN	N11
WATER OPERATIONS SUPERVISOR	115	WATER OPERATIONS SUPERVISOR	E16
WATER OPERATOR	111	WATER OPERATOR	N12
WATER OPERATOR TRAINEE	109	WATER OPERATOR TRAINEE	N11
WATER PLANT CREW LEADER	112	WATER PLANT CREW LEADER	N12
WATER PLANT MANAGER	122	WATERPLANT MANAGER	E21

"EXHIBIT C"
CITY OF DEERFIELD BEACH, FLORIDA
AMENDMENT TO THE POSITION PAY RANGES
FISCAL YEAR ENDING SEPTEMBER 30, 2023

Key	
Bold Text	Title Change

Grade Proposed Class Title/Grade				Grade Original Title/Grade			
Annual Range (<i>New Range</i>)				Annual Range (<i>Original Range</i>)			
Min	Mid	Max		Min	Mid	Max	
101	\$31,331	\$40,724	\$50,117	N04	\$ 29,360.45	\$ 37,434.07	\$ 45,507.70
OFFICE ASSISTANT P/T				OFFICE ASSISTANT P/T			
RECREATION LEADER-P/T				RECREATION LEADER-P/T			
102	\$32,897	\$42,760	\$52,622	N05	\$ 31,180.45	\$ 39,754.62	\$ 48,328.80
PIER ATTENDANT				PIER ATTENDANT			
PIER ATTENDANT PART TIME				PIER ATTENDANT PART TIME			
104	\$36,269	\$47,143	\$58,016	N07	\$ 35,166.14	\$ 44,837.31	\$ 54,508.48
BEACH AMBASSADORS PT				BEACH AMBASSADORS PT			
BUS DRIVER				BUS DRIVER			
BUS DRIVER PT				BUS DRIVER PT			
RECEPTIONIST/CASHIER CLERK				RECEPTIONIST/CASHIER CLERK			
SANITATION WORKER				SANITATION WORKER			
LIFEGUARD P/T				WATER SAFETY INSTRUCTOR P/T			
105	\$38,083	\$49,500	\$60,917	N08	\$ 37,347.02	\$ 47,617.23	\$ 57,887.44
SENIOR CASHIER CLERK				SENIOR CASHIER CLERK			
106	\$39,987	\$51,975	\$63,963	N08	\$ 37,347.02	\$ 47,617.23	\$ 57,887.44
ADMINISTRATIVE ASSISTANT				ADMINISTRATIVE ASSISTANT			
ADMINISTRATIVE ASSISTANT				OFFICE AUTOMATION SPECIALIST			
ADMINISTRATIVE ASSISTANT				OFFICE SPECIALIST			
CUSTOMER SERVICE ANALYST				CUSTOMER SERVICE ANALYST			
CUSTOMER SERVICE REP				CUSTOMER SERVICE REP			
EVENT SPECIALIST				EVENT SPECIALIST			
EVENTS SPECIALIST PT				EVENTS SPECIALIST PT			
HUMAN RESOURCES ASSISTANT				HUMAN RESOURCES ASSISTANT			
MAINTENANCE WORKER				MAINTENANCE WORKER			
MAINTENANCE WORKER PT				MAINTENANCE WORKER PT			
PARKING METER TECHNICIAN				PARKING METER TECHNICIAN			
Grade				Grade			

Proposed Class Title	Annual Range			Original Title	Annual Range		
	Min	Mid	Max		Min	Mid	Max
106	\$39,987	\$51,975	\$63,963	N08	\$ 37,347.02	\$ 47,617.23	\$ 57,887.44
PARKING METER TECHNICIAN PT STORMWATER MAINTENANCE TECH I				PARKING METER TECHNICIAN PT STORMWATER MAINTENANCE			
107	\$41,986	\$54,573	\$67,161	N08	\$ 37,347.02	\$ 47,617.23	\$ 57,887.44
ATHLETIC PROGRAM LEADER LEAD LIFEGUARD				ATHLETIC PROGRAM LEADER LEAD GUARD			
107	\$41,986	\$54,573	\$67,161	N09	\$39,662.06	\$50,569.27	\$61,476.48
ACCOUNTS RECEIVABLE SPECIALIST CERTIFIED NURSING ASST PT CERTIFIED NURSING ASST. EQUIPMENT OPERATOR INVENTORY CONTROL CLERK PARK RANGER PLANT TECHNICIAN RECYCLING DROP OFF ATTENDANT REVENUE COLLECTION SPECIALIST ENGINEERING TECHNICIAN/UTILITY LOCATOR				ACCOUNTS RECEIVABLE SPECIALIST CERTIFIED NURSING ASST PT CERTIFIED NURSING ASST. EQUIPMENT OPERATOR INVENTORY CONTROL CLERK PARK RANGER PLANT TECHNICIAN RECYCLING DROP OFF ATTENDANT REVENUE COLLECTION SPECIALIST UTILITY LOCATOR TECHNICIAN			
WASTEWATER TECHNICIAN				WASTEWATER TECHNICIAN			
108	\$44,085	\$57,302	\$70,519	N08	\$ 37,347.02	\$ 47,617.23	\$ 57,887.44
ASSISTANT P&R MANAGER ASST WATERFRONT OPERATIONS MGR BUS DRIVER COORDINATOR				ASSISTANT P&R MANAGER ASST WATERFRONT OPERATIONS MGR BUS DRIVER COORDINATOR			
108	\$44,085	\$57,302	\$70,519	N10	\$ 42,121.66	\$ 53,704.98	\$ 65,288.29
HUMAN RESOURCE TECHNICIAN IRRIGATION SPECIALIST MAINTENANCE WORKER, SENIOR ADMN. SUPPORT SPECIALIST PLANNING ASSISTANT SERVICE DESK SPECIALIST STORMWATER MAINTENANCE TECH II				HUMAN RESOURCES TECHNICIAN IRRIGATION SPECIALIST MAINTENANCE WORKER- SENIOR OFFICE SUPERVISOR PLANNING ASSISTANT SERVICE DESK SPECIALIST STORMWATER TECHNICIAN			
VOLUNTEER COORDINATOR WASTEWATER SERVICE WORKER WATER DISTRIBUTION SVC WORKER				VOLUNTEER COORDINATOR WASTEWATER SERVICE WORKER WATER DISTRIBUTION SVC WORKER			
109	\$ 46,290	\$ 60,167	\$ 74,045	N10	\$ 42,121.66	\$ 53,704.98	\$ 65,288.29
ADMN. SUPPORT SPECIALIST OCEAN LIFEGUARD Grade				ADMN. SUPPORT SPECIALIST OCEAN LIFEGUARD Grade			

Proposed Class Title	Annual Range			Original Title	Annual Range		
	Min	Mid	Max		Min	Mid	Max
109	\$ 46,290	\$ 60,167	\$ 74,045	N10	\$ 42,121.66	\$ 53,704.98	\$ 65,288.29
OCEAN LIFEGUARD/WILL-CALL				OCEAN LIFEGUARD/WILL-CALL			
109	\$ 44,085	\$ 57,302	\$ 70,519	N11	\$ 44,732.90	\$ 57,034.43	\$ 69,335.97
BACKFLOW TECHNICIAN				BACKFLOW TECHNICIAN			
DRIVER COLLECTOR				DRIVER COLLECTOR			
DRIVER COLLECTOR PT				DRIVER COLLECTOR PT			
DRIVER COLLECTOR WILL CALL				DRIVER COLLECTOR WILL CALL			
EQUIPMENT OPERATOR, SENIOR				EQUIPMENT OPERATOR- SENIOR			
FACILITIES TECHNICIAN				FACILITIES TECHNICIAN			
RECREATION COORDINATOR				RECREATION COORDINATOR			
WATER OPERATOR TRAINEE				WATER OPERATOR TRAINEE			
110	\$ 48,604	\$ 63,176	\$ 77,747	N11	\$ 44,732.90	\$ 57,034.43	\$ 69,335.97
COUNSELOR				COUNSELOR			
HVAC TECHNICIAN				HVAC TECHNICIAN			
LICENSED PRACTICAL NURSE				LICENSED PRACTICAL NURSE			
MECHANIC				MECHANIC			
PLANT MECHANIC				PLANT MECHANIC			
SMALL ENGINE MECHANIC				SMALL ENGINE MECHANIC			
SOCIAL SERVICE COORDINATOR				SOCIAL SERVICE COORDINATOR			
WATER LABORATORY TECHNICIAN				WATER LABORATORY TECHNICIAN			
110	\$48,604	\$63,176	\$77,747	N12	\$ 47,506.37	\$ 60,570.64	\$73,634.91
LANDSCAPE CREW LEADER				MAINTENANCE LANDSCAPER			
LANDSCAPE INSPECTOR				LANDSCAPE TECHNICIAN			
STORMWATER TECHNICIAN SENIOR				STORMWATER TECHNICIAN SENIOR			
111	\$51,034	\$66,334	\$81,635	N11	\$ 44,732.90	\$ 57,034.43	\$ 69,335.97
PARKS & RECREATION MANAGER I				PARKS & RECREATION MANAGER I			
111	\$51,034	\$66,334	\$81,635	N12	\$ 47,506.37	\$ 60,570.64	\$ 73,634.91
OFFICE COORDINATOR				ACCOUNTING OPERATIONS ANALYST			
CASE MANAGER				CASE MANAGER			
CONSTRUCTION ADMIN SPECIALIST				CONSTRUCTION ADMIN SPECIALIST			
CREW LEADER				CREW LEADER			
CROSS CONNECTION CONTROL SPEC				CROSS CONNECTION CONTROL SPEC			
CUSTOMER SERVICE SUPERVISOR				CUSTOMER SERVICE SUPERVISOR			
HUMAN RESOURCES SPECIALIST				HR PAYROLL SPECIALIST			
INFRASTRUCTURE MAINT CREW LDR				INFRASTRUCTURE MAINT CREW LDR			
LANDSCAPE CREW LEADER				LANDSCAPE CREW LEADER			
Grade				Grade			

Proposed Class Title	Annual Range			Original Title	Annual Range		
	Min	Mid	Max		Min	Mid	Max
111	\$51,034	\$66,334	\$81,635	N12	\$ 47,506.37	\$ 60,570.64	\$ 73,634.91
PARKING SUPERVISOR				PARKING SUPERVISOR			
PLANNING COORDINATOR				PLANNING COORDINATOR			
SAFETY COORDINATOR				SAFETY COORDINATOR			
HUMAN RESOURCES SPECIALIST				TRAINING/DEVEOPMENT SPEC			
UTILITY BILLING SUPERVISOR				UTILITY BILLING SUPERVISOR			
UTILITY ELECTRICIAN				UTILITY ELECTRICIAN			
WATER OPERATOR				WATER OPERATOR			
111	\$51,034	\$66,334	\$81,635	N13	\$ 50,451.44	\$ 64,325.87	\$ 78,200.30
LEAD FACILITIES TECHNICIAN				LEAD FACILITIES TECHNICIAN			
112	\$53,586	\$69,651	\$85,716	N12	\$ 47,506.37	\$ 60,570.64	\$73,634.91
WASTEWATER COLLECTION CREW LDR				WASTEWATER COLLECTION CREW LDR			
WATER DISTRIBUTION CREW LEADER				WATER DISTRIBUTION CREW LEADER			
WATER PLANT CREW LEADER				WATER PLANT CREW LEADER			
112	\$53,586	\$69,651	\$85,716	N13	\$ 50,451.44	\$ 64,325.87	\$ 78,200.30
ASSISTANT PLANNER				ASSISTANT PLANNER			
BUYER				BUYER			
INVENTORY COORDINATOR				INVENTORY COORDINATOR			
MECHANIC, SENIOR				MECHANIC- SENIOR			
REGISTERED NURSE PART TIME				REGISTERED NURSE PART TIME			
113	\$56,265	\$73,134	\$90,002	N13	\$50,451.44	\$ 64,325.87	\$78,200.30
OCEAN RESCUE LIEUTENANT				OCEAN RESCUE LIEUTENANT			
CADD ENGINEERING TECHNICIAN				CADD ENGINEERING TECHNICIAN			
113	\$56,265	\$73,134	\$90,002	N14	\$ 53,579.34	\$ 68,313.75	\$ 83,048.16
ACCOUNTS PAYABLE COORDINATOR				ACCOUNTS PAYABLE COORDINATOR			
ADMINISTRATIVE COORDINATOR				ADMINISTRATIVE COORDINATOR			
CRA ADMINISTRATIVE COORDINATOR				CRA ADMINISTRATIVE COORDINATOR			
ENGINEERING RECORDS ADMINISTRATOR				ENGINEERING RECORDS SPECIALIST			
ENGINEERING TECHNICIAN				ENGINEERING TECHNICIAN			
HOUSING COORDINATOR (NEW)				HOUSING COORDINATOR (NEW)			
INSTRUMENT TECHNICIAN				INSTRUMENT TECHNICIAN			
LANDSCAPE SUPERVISOR				LANDSCAPE SUPERVISOR			
LEAD STORMWATER TECHNICIAN				LEAD STORMWATER TECHNICIAN			
LEAD WATER OPERATOR				LEAD WATER OPERATOR			
Grade				Grade			

Proposed Class Title	Annual Range			Original Title	Annual Range		
	Min	Mid	Max		Min	Mid	Max
113	\$56,265	\$73,134	\$90,002	N14	\$53,579.34	\$ 68,313.75	\$83,048.16
MASTER CERTIFIED TRUCK TECH PAYROLL COORDINATOR QUALITY ASSURANCE OFFICER RECORDS SPECIALIST				MASTER CERTIFIED TRUCK TECH PAYROLL COORDINATOR QUALITY ASSURANCE OFFICER RECORDS SPECIALIST			
113	\$56,265	\$73,134	\$90,002	E14	\$ 53,579.34	\$ 68,313.75	\$ 83,048.16
GIS SPECIALIST LEAD PARK RANGER				GIS SPECIALIST LEAD PARK RANGER			
113	\$56,265	\$73,134	\$90,002	N15	\$ 56,901.52	\$ 72,549.57	\$ 88,197.62
UTILITY ELECTRICIAN, SENIOR				UTILITY ELECTRICIAN- SENIOR			
113	\$56,265	\$73,134	\$90,002	E15	\$ 56,901.52	\$ 72,549.57	\$ 88,197.62
PARKS & RECREATION MANAGER II				PARKS & RECREATION MANAGER II			
114	\$59,079	\$76,790	\$94,502	N14	\$ 53,579.34	\$ 68,313.75	\$ 83,048.16
OCEAN RESCUE CAPTAIN				OCEAN RESCUE CAPTAIN			
114	\$59,079	\$76,790	\$94,502	N15	\$ 56,901.52	\$ 72,549.57	\$ 88,197.62
EXECUTIVE ASSISTANT FACILITIES OPERATIONS SUPERVISOR SCADA SYSTEM ANALYST SUSTAINABILITY COORDINATOR				EXECUTIVE ASSISTANT FACILITIES OPERATIONS SUPERVIS SCADA SYSTEM ANALYST SUSTAINABILITY COORDINATOR			
114	\$59,079	\$76,790	\$94,502	E15	\$ 56,901.52	\$ 72,549.57	\$ 88,197.62
ACCOUNTANT AQUATICS MANAGER BILLING COORDINATOR BUDGET ANALYST BUSINESS ANALYST MULTI-MEDIA PRODUCTION SPEC SENIOR BUYER				ACCOUNTANT AQUATICS MANAGER BILLING COORDINATOR BUDGET ANALYST BUSINESS ANALYST MULTI-MEDIA PRODUCTION SPEC SENIOR BUYER			
115	\$62,033	\$80,630	\$99,227	E14	\$53,579.34	\$68,313.75	\$83,048.16
HEALTH SUPPORT MANAGER RISK/BENEFITS COORDINATOR				HEALTH SUPPORT COORDINATOR RISK/BENEFITS COORDINATOR			
115	\$62,033	\$80,630	\$99,227	N15	\$ 56,901.52	\$ 72,549.57	\$ 88,197.62
WASTEWATER SUPERVISOR WATER DISTRIBUTION SUPERVISOR				WASTEWATER SUPERVISOR WATER DISTRIBUTION SUPERVISOR			
115	\$62,033	\$80,630	\$99,227	E15	\$ 56,901.52	\$ 72,549.57	\$ 88,197.62
FLEET SUPERVISOR INFRASTRUCT MAINT SUPERVISOR SOLID WASTE SUPERVISOR TECHNOLOGY INTEGRATOR				FLEET SUPERVISOR INFRASTRUCT MAINT SUPERVISOR SOLID WASTE SUPERVISOR TECHNOLOGY INTEGRATOR			
Grade				Grade			

Proposed Class Title	Annual Range			Original Title	Annual Range		
	Min	Mid	Max		Min	Mid	Max
115	\$62,033	\$80,630	\$99,227	E15	\$ 56,901.52	\$ 72,549.57	\$ 88,197.62
TRANSPORTATION MANAGER				TRANSPORTATION MANAGER			
115	\$62,033	\$80,630	\$99,227	N16	\$59,860.53	\$77,818.73	\$95,776.93
DATEBASE COORDINATOR				CMMS COORDINATOR			
115	\$62,033	\$80,630	\$99,227	E16	\$59,860.53	\$77,818.73	\$95,776.93
SENIOR BUDGET ANALYST				BUDGET PERF & OPER ANALYST			
115	\$62,033	\$80,630	\$99,227	E16	\$59,860.53	\$77,818.73	\$95,776.93
ELECTRICAL AUTOMATION SUPERV COASTAL & WATERWAY COORDINATOR				ELECTRICAL AUTOMATION SUPERV COASTAL & WATERWAY COORDINATOR			
EMERGENCY MGMT COORDINATOR				EMERGENCY MGMT COORDINATOR			
GRANTS COORDINATOR				GRANTS COORDINATOR			
WATER OPERATIONS SUPERVISOR				WATER OPERATIONS SUPERVISOR			
116	\$65,134	\$84,661	\$104,189	E16	\$ 59,860.53	\$ 77,818.73	\$ 95,776.93
ACCOUNTANT, SENIOR				ACCOUNTANT- SENIOR			
DATABASE ADMINISTRATOR				DATABASE ADMINISTRATOR			
IT SECURITY ANALYST				IT SECURITY ANALYST			
PLANNER				PLANNER			
SENIOR EXECUTIVE ASSISTANT				SENIOR EXECUTIVE ASSISTANT			
117	\$68,391	\$88,894	\$109,398	E17	\$ 62,979.49	\$ 81,873.27	\$ 100,767.06
GRANTS MANAGER				GRANTS MANAGER			
PLANS REVIEW ENGINEER				PLANS REVIEW ENGINEER			
REDEVELOPMENT PROJECT COORD				REDEVELOPMENT PROJECT COORD			
REVENUE COLLECTIONS MANAGER				REVENUE COLLECTIONS MANAGER			
118	\$71,810	\$93,339	\$114,868	E18	\$ 66,247.58	\$ 86,122.40	\$ 105,997.22
CONSTRUCTION PROJECT MANAGER				CONSTRUCTION PROJECT MANAGER			
CRA PROJECT MANAGER				CRA PROJECT MANAGER			
FACILITIES MANAGER				FACILITIES MANAGER			
FLEET MANAGER				FLEET MANAGER			
OPERATIONS MANAGER				OPERATIONS MANAGER			
PARKS PROJECT MANAGER				PARKS PROJECT MANAGER			
SENIOR PLANNER				SENIOR PLANNER			
119	\$75,401	\$98,006	\$120,611	E18	\$ 66,247.58	\$ 86,122.40	\$ 105,997.22
ENVIRONMENTAL PROJECT ENGINEER				PROJECT ENGINEER			
URBAN FORESTER				LANDSCAPE ARCHITECT			
RISK/BENEFITS MANAGER				RISK/BENEFITS OFFICER			
Grade				Grade			

Proposed Class Title	Annual Range			Original Title	Annual Range		
	Min	Mid	Max		Min	Mid	Max
119	\$75,401	\$98,006	\$120,611	E20	\$ 73,317.09	\$ 95,312.05	\$ 117,301.01
ADMIN SPECIAL EVENTS/ATHLETICS				ADMIN SPECIAL EVENTS/ATHLETICS			
ADMIN WATERFRONT OPS/AQUATICS				ADMIN WATERFRONT OPTS/AQUATICS			
120	\$79,171	\$102,906	\$126,642	E18	\$ 66,247.58	\$ 86,122.40	\$ 105,997.22
ASSISTANT CITY CLERK				ASSISTANT CITY CLERK			
BUSINESS MANAGER				BUSINESS MANAGER			
FINANCIAL SERVICES MANAGER				FINANCIAL SERVICES MANAGER			
HOUSING & COMM AFFAIRS MANAGER				HOUSING & COMM AFFAIRS MANAGER			
120	\$79,171	\$102,906	\$126,642	E20	\$ 73,317.09	\$ 95,312.05	\$ 117,301.01
CAPITAL PROJECTS ENGINEER				CAPITAL PROJECTS ENGINEER			
121	\$83,130	\$108,052	\$132,974	E19	\$ 69,692.90	\$ 90,601.06	\$ 111,509.22
ENVIRONMENTAL COMPLIANCE SUPT.				ENVIRONMENTAL COMPLIANCE SUPT.			
FIELD OPS SUPT.				FIELD OPS SUPERINTENDENT			
GIS MANAGER				GIS MANAGER			
OCEAN RESCUE CHIEF				OCEAN RESCUE CHIEF			
PLANT MAINTENANCE SUPT.				PLANT MAINTENANCE SUPT.			
SUPERINTENDENT OF PARKS				SUPERINTENDENT OF PARKS			
121	\$83,130	\$108,052	\$132,974	E20	\$ 73,317.09	\$ 95,312.05	\$ 117,301.01
PLANNING & ZONING MANAGER				PRINCIPAL PLANNER			
122	\$87,286	\$113,454	\$139,623	E19	\$ 69,692.90	\$ 90,601.06	\$ 111,509.22
BUSINESS CONTINUITY MANAGER				BUSINESS CONTINUITY MANAGER			
ENTERPRISE NETWORK MANAGER				ENTERPRISE NETWORK MANAGER			
122	\$87,286	\$113,454	\$139,623	E21	\$ 77,129.10	\$ 100,268.06	\$ 123,407.02
ACCOUNTING MANAGER				ACCOUNTING MANAGER			
BUSINESS DEVELOPMENT MANAGER				BUSINESS DEVELOPMENT MANAGER			
PURCHASING MANAGER				PURCHASING MANAGER			
WATER PLANT MANAGER				WATERPLANT MANAGER			
123	\$91,650	\$119,127	\$146,604	E20	\$ 73,317.09	\$ 95,312.05	\$ 117,301.01
COMMUNICATIONS MANAGER				COMMUNICATIONS MANAGER			
123	\$91,650	\$119,127	\$146,604	E22	\$ 81,140.59	\$ 105,482.52	\$ 129,824.45
BUDGET MANAGER				BUDGET MANAGER			
124	\$96,233	\$125,083	\$153,934	E23	\$ 85,359.66	\$ 110,967.58	\$ 136,575.50
ASSIST DIRECTOR OF PARKS & REC				ASSIST DIRECTOR OF PARKS & REC			
ASST DIR OF HUMAN RESOURCES				ASST DIR OF HUMAN RESOURCES			
ASST DIR OF PLANNING & DEV SVC				ASST DIR OF PLANNING & DEV SVC			
ASST DIR OF SUSTAINABLE MGMT				ASST DIR OF SUSTAINABLE MGMT			

Grade

Grade

Proposed Class Title	Annual Range			Original Title	Annual Range		
	Min	Mid	Max		Min	Mid	Max
124	\$96,233	\$125,083	\$153,934	E23	\$ 85,359.66	\$ 110,967.58	\$ 136,575.50
ASST DIRECTOR OF COMM SERVICES				ASST DIRECTOR OF COMM SERVICES			
125	\$101,044	\$131,338	\$161,631	E24	\$ 89,798.38	\$ 116,737.50	\$ 143,676.62
ASST DIR OF ENVIRONMENTAL SERVICES				ASST DIR OF ENVIRONMENTAL SERVICES			
ASST DIRECTOR FINANCIAL SERVICES				ASST DIRECTOR FINANCIAL SERVICES			
125	\$101,044	\$131,338	\$161,631	E25	\$ 94,467.57	\$ 122,807.57	\$ 151,147.57
CITY CLERK				CITY CLERK			
CITY ENGINEER				CITY ENGINEER			
127	\$111,402	\$144,800	\$178,198	E26	\$ 100,126.19	\$ 130,178.80	\$ 160,217.41
DIR OF PUBLIC AFFAIRS & MKTG				DIR OF PUBLIC AFFAIRS & MKTG			
127	\$111,402	\$144,800	\$178,198	E27	\$106,144.06	\$137,987.30	\$169,830.54
DIRECTOR OF COMMUNITY SERVICES				DIRECTOR OF COMMUNITY SERVICES			
128	\$116,972	\$152,040	\$187,108	E28	\$112,512.40	\$149,078.80	\$185,645.20
DIR OF ECONOMIC DEVELOPMENT				DIR OF ECONOMIC DEVELOPMENT			
128	\$116,972	\$152,040	\$187,108	E29	\$119,263.46	\$158,023.63	\$196,783.81
DIRECTOR OF PARKS & RECREATION				DIRECTOR OF PARKS & RECREATION			
129	\$122,820	\$159,642	\$196,463	E28	\$ 112,512.40	\$ 149,078.80	\$ 185,645.20
DIRECTOR OF HR AND RISK MGMT				DIRECTOR OF HR AND RISK MGMT			
DIRECTOR OF PLANNING & DEV SVC				DIRECTOR OF PLANNING & DEV SVC			
129	\$122,820	\$159,642	\$196,463	E29	\$ 119,263.46	\$ 158,023.63	\$ 196,783.81
DIRECTOR OF ENVIRONMENTAL SERVICES				DIRECTOR OF ENVIRONMENTAL SERVICES			
DIRECTOR OF SUSTAINABLE MGMT				DIRECTOR OF SUSTAINABLE MGMT			
130	\$128,961	\$167,624	\$206,286	E28	\$ 112,512.40	\$ 149,078.80	\$ 185,645.20
CHIEF INFORMATION OFFICER				CHIEF INFORMATION OFFICER			
130	\$128,961	\$167,624	\$206,286	E29	\$ 119,263.46	\$ 158,023.63	\$ 196,783.81
DIRECTOR OF PUBLIC SAFETY				DIRECTOR OF PUBLIC SAFETY			
131	\$135,409	\$176,005	\$216,601	E30	\$ 126,418.24	\$ 167,505.00	\$ 208,591.76
CHIEF FINANCIAL OFFICER				DIRECTOR FINANCIAL SERVICES/CFO			
133	\$149,289	\$194,045	\$238,802	E30	\$ 126,418.24	\$ 167,505.00	\$ 208,591.76
DEPUTY CITY MANAGER				DEPUTY CITY MANAGER			



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1861

Agenda Date: 5/16/2023

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2023-069: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 11, "YOUTH COUNCIL" OF THE CITY'S CODE OF ORDINANCES TO REVISE THE YOUTH COUNCIL COMPOSITION AND QUALIFICATIONS FOR MEMBERSHIP; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 1979, the City established a Youth Committee. In 2019, the City Commission adopted Ordinance No. 2019/015 to revise the ordinance, renaming the Committee to Youth Council and re-establishing its membership. The Youth Council provides high school students in grades 10 through 12 who live in Deerfield Beach an opportunity to participate in civic, leadership, and community service programs to help develop leadership ability and instill a commitment to community service and life-long civic responsibility. The current composition of the Youth Council requires 11 members and Council members are required to reside within the City, be in either grade 10, 11 or 12, and have at least a 2.5 GPA.

Current Activity

The current Youth Council does not have any members. Commissioner Preston has expressed his desire to reinvigorate the Council and our high school youth to participate. Members of the Council will be afforded the opportunity to learn about local government and their community. Deerfield Beach High School has agreed to assist in recruiting members of the Council through an election, and assist in reaching Deerfield Beach students attending Monarch High School.

City staff reviewed the current Ordinance that established the Youth Council and determined that in order to have a more cohesive council and facilitate participation, the membership qualifications should be revised to expand the membership to not only youths who reside in the City, but to those youths who attend schools within the City. In addition, the proposed ordinance will reduce the membership from 11 members to nine.

Recommendation:

Staff recommends approval of the revisions to the Youth Council Ordinance.

ORDINANCE NO. 2023/_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE II “BOARDS, COMMITTEES, COMMISSIONS,” DIVISION 11, “YOUTH COUNCIL” OF THE CITY’S CODE OF ORDINANCES TO REVISE THE YOUTH COUNCIL COMPOSITION AND QUALIFICATIONS FOR MEMBERSHIP; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City established a Youth Committee in 1979; and

WHEREAS, in 2019, the City Commission adopted Ordinance No. 2019/015 renaming the Youth Committee to Youth Council and re-establishing its membership; and

WHEREAS, Chapter 2, Article II, Division 11 of the City Code establishes the “Youth Council” and sets forth the membership composition, qualifications, powers and duties and guidelines under which the Youth Council shall operate; and

WHEREAS, City staff has reviewed the current Youth Council Ordinance and determined that in order to have a more cohesive youth program and facilitate participation in the Youth Council, it is necessary to make some revisions to the current Ordinance; and

WHEREAS, staff recommends the City Commission adopt this Ordinance amending Article II, Division 11 of Chapter 2 to update the membership composition and qualifications requirements to obtain more participation in the Youth Council.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AS FOLLOWS:

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. Chapter 2 “Administration”, Article II “Boards, Committees, Commissions”, Division 11 “Youth Council” of the City Code of Ordinances is hereby amended to read as follows:¹

Chapter 2 ADMINISTRATION

ARTICLE II. BOARDS, COMMITTEES, COMMISSIONS

DIVISION 11. – YOUTH COUNCIL.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~striketrough~~. Grey shading shows changes from first reading.

Sec. 2-181. – Established; members; term of office; compensation.

There is hereby created, in accordance with section 3.12(1) of the Charter, the Deerfield Beach Youth Council. This Council shall consist of nine ~~14~~ members. The members shall serve without compensation. Members shall serve terms which end on May 15 of the year that the term of the appointing Commissioner or appointing mMayor expires, or when a Council member graduates high school; provided that if the appointing Commissioner/mMayor leaves office prior to the end of his/her term, the term of his/her appointee shall terminate on the date the person appointed or elected to fill the vacancy exercises his/her right to appoint a member to the Council.

Sec. 2-183. – Membership.

(a) In order to qualify as a member of the Youth ~~youth~~ Council ~~council~~, the following is required:

- (1) All members of the Council shall either reside within the City of Deerfield Beach or attend a school within the City of Deerfield Beach.
- (2) All members of the Council shall be 10th, 11th or 12th grade students.
- (3) All members of the Council shall have at least a 2.5 GPA.

(b) A member may be removed by a majority vote of the City Commission without cause.

Section 3. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. This Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2023.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, May 16, 2023** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and utilizing communications media technology with some elected officials and/or City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2023-069: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 11, "YOUTH COUNCIL" OF THE CITY'S CODE OF ORDINANCES TO REVISE THE YOUTH COUNCIL COMPOSITION AND QUALIFICATIONS FOR MEMBERSHIP; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Copies of the Ordinance is available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, by phone: 954.480.4213, or e-mail: web.clerk@dfb.city. All interested persons are urged to attend the Public Hearing(s) in person, virtually, send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

BY: HEATHER MONTEMAYOR, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, May 5, 2023



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1873

Agenda Date: 5/16/2023

Status: CONSENT - BOARD
APPOINTMENT

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Brian Bennett as a regular member to the Planning and Zoning Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 98-115 of the City's Land Development Code ("Section 98-115") provides for the City of Deerfield Beach Planning and Zoning Board ("Board") to consist of five regular members and five alternate members.

LDC Section 98-115 provides that the Mayor and Commissioners shall each appoint one regular member and one alternate member to the Board ("Board"), subject to approval by a majority of the City Commission.

Current Activity

Brian Bennett has expressed an interest in continuing to serve on the Planning & Zoning Board and has been nominated by Commissioner Preston to serve as a regular member.

Upon approval, there will be five regular members with no vacancies and three alternates with two vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING BRIAN
BENNETT AS A REGULAR MEMBER TO THE PLANNING AND
ZONING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach’s (the “City”) Planning and Zoning Board (the “Board”) was created pursuant to Section 98-115 of the City’s Land Development Code (“Code”) to serve as the local planning agency pursuant to Chapter 163, Florida Statutes; and

WHEREAS, pursuant to Section 98-115 of the Code, the Board shall consist of five regular members and five alternate members, and each Commissioner shall each appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on April 30th of the year that the term of the appointing Commissioner’s term expires; and

WHEREAS, on April 30, 2023, the term for Brian Bennett expired; and

WHEREAS, Brian Bennett has expressed an interest in continuing to serve on the Board as a regular member.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. Brian Bennett is hereby reappointed to serve as a regular member of the Planning and Zoning Board for a term commencing on May 16, 2023 and ending on April 30, 2027.

Section 3. Brian Bennett shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida Statutes.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: April 3, 2023

The attached application from Brian Bennett for the

Planning & Zoning

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

☒ Regular Member

☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 4-4-23

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
- ☐ Vice Mayor Bernie Parness
- ☐ Commissioner Michael Hudak
- ☒ Commissioner Ben Preston
- ☐ Commissioner Todd Drosky

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

MAR 31 2023

CITY CLERK'S OFFICE

March 17, 2023

Brian Bennett
650 SW 14th Place
Deerfield Beach, FL 33441

RE: Planning and Zoning Board

Dear Mr. Bennett:

Your current term on the **Planning and Zoning Board** of the City of Deerfield Beach expires on April 30, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the **Planning and Zoning Board**, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

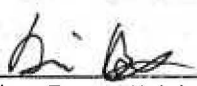

Heather Montemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by March 24, 2023. A self-addressed envelope is enclosed for your convenience.

X I would like to serve another term on the Planning and Zoning Board.

 I can no longer serve.



Brian Bennett (sign here)



PLANNING AND ZONING

Creating Authority:

City Charter-Section 312-Ordinance No 1179
Rules of Procedure set by Resolution No 1992/082
Ordinance No. 2011/018

Method of Appointment:

5 Regular/5 Alternates

Financial Disclosure:

Required

Compensation:

None

Liaison:

Eric Power, Director of Planning & Development Services, (954) 480-4206

Meeting Dates:

1st Thursday, 7:00 p.m. in the City Commission Chambers

Functions and Responsibilities:

To act in an advisory capacity to the Commission on questions relating to zoning and to conduct investigations and hold public hearings when the board deems necessary, on all matters or proposals to change zoning regulations, and report its findings and recommendations on such matters and proposals to the Commission.

To study an existing City plan, with the view to improving same so as to provide for the development, general improvement and probable future growth of the City, and from time to time make recommendations to the Commission for changes in the existing City plan so as to incorporate new developments or for the adoption of a new City plan.

To investigate and approve or disapprove all new plats to be presented to the Commission for approval to perform such other duties as may from time to time be assigned to such Board by the Commission (See City Charter, Section 312).

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Thomas Plaut (Mayor)	3920 NW 4 th Court Deerfield Beach, FL 33442	428-9591 934-6991 (c)	SELF	2021/042	04/06/21	04/30/25
Bridgette Beckford (District 1)	309 NE 47 th Place Deerfield Beach, FL 33064	242-1899	SELF	2023/059	04/25/23	04/30/27
Brian Bennett (District 2)	650 SW 14 th Place Deerfield Beach, FL 33441	274-9621	SELF	2019/041	05/01/19	04/30/23
William Lane (District 3)	11 Tilford A Deerfield Beach, FL 33442	754-212-2936 (h) 814-969-4226 (c)	SELF	2021/042	04/06/21	04/30/25
Michelle Balaun (District 4)	2287 Woodlands Way, Deerfield Beach, FL 33442	954-778-1886	SELF	2021/042	04/06/21	04/30/25

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
David Kurlander (Mayor)	1103 SE 7 th Street Deerfield Beach, FL 33441	954-650-0725	NEW	2021/029	5/01/21	04/30/25
Joe Chancy (District 1)	4250 NE 4 th Avenue Deerfield Beach, FL 33064	954-732-8215	SELF	2023/059	04/25/23	04/30/27
Kanthiah Easwara Chandran (District 2)	1931 Wildwood Lane N Deerfield Beach, FL 33442	561-247-8596	SELF	2023/059	04/25/23	04/30/27
VACANT (District 3)			NEW			04/30/25
VACANT (District 4)			NEW			04/30/25



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1862

Agenda Date: 5/16/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Stantec Consulting Services, Inc. to provide professional engineering services related to the Florida East Coast Railroad Fence Line Project in an amount not to exceed \$145,127.00; providing for execution and an effective date. (Fund from Account #399-1702-564-60-31 Improvements Other Than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$145,127.00

Account Name: Improvements Other Than Buildings

Account Number: 399-1702-564-60-31

Background/History

In accordance to the City's master CCNA continuing services contract dated April 12, 2021 and based upon RFQ #21-11-IG, city staff requested and received a scope of services proposal from Stantec Consulting Services, Inc. (Stantec) for Professional Engineering Design Services for the Florida East Coast (FEC) Railroad Fence Line Project.

The City of Deerfield Beach is developing a fence line along the FEC railroad running through the City parallel to Dixie Highway to improve safety along this corridor. The first phase of this fence line was completed between Hillsboro Boulevard and SE 10th Street. The remainder of the fence line alignment is anticipated to be constructed in two additional phases, the first one from SW 10th Street to SW 15th Street, funded for current FY23, and the second from SW 15th Street to Sample Road, to be funded in FY24.

In March 2022, staff submitted a Community Project Funding request to former Congressional Representative Ted Deutch, working closely with the city lobbying advocates for Deerfield Beach's congressional delegation. The project funding of \$750,000 was listed as part of the FY2023 Omnibus bill (that combines all 12 Appropriations Bills) and specifically within the Transportation and HUD Appropriations accounts. Deerfield Beach was one of the few Florida communities that received funding for this type of safety project under the HUD Community Development account.

In March 2023, staff submitted a Community Project Funding request to Congressional Representative Jared Moskowitz and Congressional Representative Shelia Cherfilus McCormick. The City is requesting \$750,000 to continue installing fencing and columns along the FEC railway on Dixie

Highway, from Sample Road to SW 15th Street, to mitigate railway accidents and fatalities. In addition to the above fund requests, the Florida Department of Transportation (FDOT) is performing a Resurfacing, Restoration, and Rehabilitation (RRR) project on Dixie Highway from Sample Road to SW 15 Street and is making a contribution to the city equivalent to the cost of a standard FDOT chain link fence towards our construction of decorative fence from Sample Road to SW 15 Street. These funds are anticipated in the spring of 2025 to be concurrent with the RRR project.

The City's local match contribution towards these grants is proposed to fund the design of the entire length of the corridor, while the grants and state funds will be used towards the construction of the fence line, to the extent that funds are available.

Current Activity

The project scope for design entails obtaining survey data for the project site, conducting underground utility investigations, and preparation of construction documents for concrete foundations, wall columns, and wall panels as necessary for a complete fence line design at the subject location. The Consultant will prepare technical specifications, an opinion of probable cost, establish the contract duration for construction, and coordinate permits through all jurisdictional agencies to include the City's Building Department, FEC, and FDOT.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida, approve a work authorization with Stantec Consulting Services Inc. to provide professional engineering services related to design services for the Florida East Coast Railroad Fenceline Project for an amount not to exceed \$145,127.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH STANTEC CONSULTING SERVICES, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE FLORIDA EAST COAST RAILROAD FENCE LINE PROJECT IN AN AMOUNT NOT TO EXCEED \$145,127.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City is developing a fence line along the Florida East Coast Railroad running through the City parallel to Dixie Highway to improve safety along the corridor (the “Project”); and

WHEREAS, the first phase of the Project between Hillsboro Boulevard and SE 10th Street has been completed, and the City intends on completing the remainder of the Project in two additional phases as follows: (1) the first additional phase is from SW 10th Street to SW 15th Street, funded for current Fiscal Year 2023; and (2) the second is from SW 15th Street to Sample Road, to be funded in Fiscal Year 2024; and

WHEREAS, in order to facilitate the next two phases, the Department of Environmental Services determined that is necessary to retain the services of a professional engineering firm to provide engineering design services for the Project; and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Stantec Consulting Services, Inc. (“Stantec”) dated April 12, 2021; and

WHEREAS, the Department of Environmental Services consider the firms under continuing contracts with the City, requested a proposal from Stantec for the Project, and negotiated a project scope and fee in the amount of \$145,127.00 with Stantec, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to Stantec under the terms and conditions of the Continuing Contract and the proposal attached as Exhibit “A” to the Work Authorization (the “Scope of Services”), in an amount not to exceed \$145,127.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Stantec, attached as Exhibit “1”, in an amount not to exceed \$145,127.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Work Authorization with Stantec, attached as Exhibit “1”, for the Scope of Services for the Project in an amount not to exceed \$145,127.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Stantec, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND STANTEC CONSULTING SERVICES INC. FOR PROFESSIONAL ENGINEERING SERVICES

This Work Authorization is entered into this ____ day of _____, 2023, by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the “City”) and Stantec Consulting Services, Inc., a Florida corporation authorized to do business in the State of Florida, (the “Consultant”).

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11-IG, (the “Continuing Contract”) and Consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specficially set forth in Exhibit “A” of this Work Authorization .

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit “A” to this Work Authorization (the “Services”), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3 **COMPENSATION**

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$145,127.00 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4 **TERM OF WORK AUTHORIZATION**

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5 **TERMINATION OF WORK AUTHORIZATION**

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6 **CONTINUING CONTRACT**

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7 **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9
INSURANCE

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.
- 9.2 General
- 9.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall

specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

9.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%)

of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 10

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11
MISCELLANEOUS

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12
AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13
AMENDMENTS AND ASSIGNMENT

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15
GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
NON-DISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18
PUBLIC RECORDS

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19
SEVERABILITY

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND STANTEC CONSULTING SERVICES INC. FOR PROFESSIONAL ENGINEERING SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 2023.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

By: _____
Signature

Name: _____

Title: _____

This ____ day of _____, 2023.

EXHIBIT A
SCOPE OF SERVICES



Stantec Consulting Services Inc.

800 Fairway Drive Suite 195, Deerfield Beach FL 33441-1828

April 27, 2023

Josef Farbiarz PE
Capital Projects Engineer
Environmental Services
City of Deerfield Beach
200 Goolsby Blvd
Deerfield Beach, FL 33441

**Reference: Professional Engineering Design Services for
Florida East Coast Railroad Fence Line Project**

Dear Mr. Farbiarz:

Stantec Consulting Services, Inc. (Stantec) is pleased to submit this Professional Engineering Design Services Proposal for Florida East Coast Railroad Fence Line Project, for your review and consideration. We look forward to the opportunity of working with The City of Deerfield Beach (City) on this important project.

It is our understanding that the City of Deerfield Beach is developing a fence line along the Florida East Coast railroad running through the City parallel to Dixie Highway. The first phase of this fence line has been completed between Hillsboro Boulevard and SE 10th Street. The remainder of the fence line alignment is anticipated to be completed in two additional phases, the first one from SW 10th Street to SW 15th Street, funded for current FY23, and the second from SW 15th Street to Sample Road, to be funded on FY24. It is also our understanding that the City would like to use the same fence/wall system that has been used for the first phase of this project.

SCOPE OF SERVICES

This proposal provides the outline of Stantec's scope of services as well as the fee structure for providing the design services detailed herein. The proposed scope of services and fees are as follows:

Task 1 – Data Collection

1. Stantec will obtain survey data for the project site and connected sections through the use of a surveying Subconsultant.
2. Stantec will work with provided surveys or electronic plans to establish base sheets for the fence line corridors within the FEC ROW.
3. Stantec will Conduct Utility Sunshine Onecall design tickets for potential utility conflicts. No underground utility locates utilizing softdig or GPR techniques are included in this scope. Should it be determined that these services be required, they can be supplied as additional services.
4. Stantec will provide site visits as necessary to verify existing conditions, identify conflicting elements and potential layouts.

Task 2 – Project Concept Design

1. Stantec will develop a concept design that will illustrate how and where the wall can be installed.
2. Stantec will present project conceptual design to the City and FEC (if needed) for review.
3. Stantec will attend one (1) project concept design review meeting with the City to finalize the design and start the project design and construction documents task.

Task 3 – Project Design and Construction Documents

Once the concept design is completed, Stantec will prepare construction plans, and specifications for the project consisting of:

1. Concrete foundations, wall columns, and wall panels as necessary for a complete wall design at the subject location. The Construction Documents will show the geometric layout over top of the survey and shall include the following:
 - Cover Sheet
 - Existing Conditions/Demolition Plan
 - Proposed Site Plan
 - Existing/Proposed Sections
 - Details
 - SWPPP
2. Technical Specifications in Construction Specification Institute (CSI), Division 2 through 16, 8 ½" x 11" format as applicable.
3. Opinion of Probable Costs (OPC) organized by pay item.
4. Establish a Construction Duration in Calendar Days

Stantec will submit documents for review to the City at the following stages:

- 60% plans and specification outline
- 90% plans, specifications and OPC
- Final plans, specifications and OPC

Stantec will meet once with City staff after each submittal to review and discuss City comments. The purpose of the meeting will be to review the comments, discuss revisions and design decisions associated with the project, concluding the meeting with an approved set of percent complete deliverables for the project. Stantec will address comments and revise the work as applicable to the following phase of development for the work. Any significant redesign will be provided as an additional service.

The drawings will be developed in a 24" x 36" format and also printed in 11" x 17" format. Final drawings and documents shall also be submitted in electronic format (PDF files). The deliverables will include standalone plan drawings, OPC and specifications for Phases I and II respectively.

Task 4 – Site Development Landscape Architecture

STANTEC will provide the design, drawings, specifications, and recommendations specifically associated with the Site Development Landscape Architecture Services and shall support and provide drawings and other deliverables consistent with the proposed project milestone design submittal phases.

The SERVICES shall include the following tasks:

4.1 - Existing Vegetation Inventory and Analysis

Conduct a tree inventory within the defined project limits affected by proposed site improvements. Included in this task is the support of GIS and Environmental Sciences staff who will consult on mapping and existing field conditions. STANTEC'S GIS team will collate collected data and utilize ArcGIS and its technologies to translate what our Landscape professionals document in the field to online map interfaces, monitoring dashboards and geographic data. STANTEC'S Environmental Scientists have the certifications and extensive experience to support data collection, identification of exotic, invasive, and protected plant species, and environmental impacts to surrounding vegetation.

This task assumes the project surveyor will locate all trees, palms, and vegetation, rights-of-way, easements, edges of pavement, site elements (light poles, guardrail, fencing, signs, etc.), ground plane and overhead utilities, structures, and topography within the project areas.

This task includes up to one (1) on-site visit for data collection.

4.2 - Clearing, Grubbing, and Tree Protection Plans

Document and assign the disposition of existing vegetation within the project limits to be removed, protected, or relocated using the data collected from the Existing Vegetation Inventory and Analysis phase. Clearing and demolition plans (hardscape and landscape) will be coordinated with and supplement to the Civil Engineer's Existing Conditions and Demolition Plans.

4.3 – Enhanced Planting Plans, Details, and Schedules

1. Provide enhanced planting design layout, design, details, general notes and schedules within the project limits.

4.4 - Irrigation Plans, Details, and Schedules

1. Provide irrigation layout, design, details, general notes, and schedules in coordination with enhanced landscape planting design within the project limits.

4.5 – Project Design Continuity & QAQC

STANTEC Landscape Professionals will coordinate with the CITY and their professional consultants regarding overall design continuity and multi-discipline information sharing through scheduled meetings, letters, transmittals, e-mails, memoranda, minor document control, and other forms of formal and informal communication. This task includes design coordination, quality assurance/quality control (QAQC), and design direction meetings to sustain expectations described in the scope of services as necessary.

STANTEC will include up to six (1) one-hour duration virtual meetings as part of this task.

STANTEC will include up to one (1) two-hour duration virtual project kick-off meeting as part of this task.

Task 5 – Permitting Approval Assistance

Stantec shall prepare and process permit applications, plans and any associated documentation in accordance with all permitting agency requirements, including, but not limited to, electronic permitting when applicable. These shall include but not be limited to the following agencies:

- City of Deerfield Beach Building and/or Engineering Department
- City of Deerfield Beach for Tree Removal Permits (as required)
- Florida East Coast Railroads Coordination through City
- Stantec will respond to reasonable requests for additional information from each of the above referenced agencies regarding the application submittal packages.

Any significant plan revisions caused by changing agency criteria after our initial design is reviewed with each appropriate agency and similar factors outside Stantec's control, additional meetings or coordination will be considered as Additional Services.

Task 6 – Reimbursable Expenses

Direct reimbursable expenses such as express delivery services, travel, outside reproduction and duplication are included in this task. Mass reproduction for submittals and construction are not included. Out of state travel is not included. All permitting, application, and similar project fees will be paid directly by the City. The fee for this task is meant to be an allowance. Backup documentation will be submitted with each invoice. The City will be notified if additional fee is required to accommodate additional expenses above and beyond the fee specified in this task.

EXCLUSIONS AND ASSUMPTIONS:

The following services are excluded from this proposal but can be delivered as additional services if required. These services may include but are not limited to such items as the following:

- Underground utility location services to verify locations and depths of underground utilities.
- Attendance at public hearings outside of those specifically listed in the scope.
- Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
- Florida Department of Transportation (FDOT) permitting.
- Services for Bidding and Negotiation Phase
- Service For Construction Administration or Inspection
- Construction documents for elements outside of the identified project limits.
- Structural design beyond those identified.
- Responses to agency comments beyond those outlined in this scope.
- Any services not specifically identified and described in the above Scope of Services.
- Irrigation services for wells, meters or timer clocks if irrigation systems are not existing or adequate.
- Additional environmental studies required by agencies for permit approval.
- Threatened or Endangered species coordination or specific protected species surveys.

- Preparation of right of way acquisition and or easement sketches or descriptions.
- Restoration agreements for work on private property
- Construction / Post Design Services
- Additional Surveying services beyond those outlined in this scope.
- Geotechnical Engineering and/or subsurface investigation.
- Mechanical Engineering.
- Electrical Engineering (Lighting).

Additionally, the following assumptions are made with regards to this proposal:

- Structural and Foundation design for the fence line will match the design provided in the initial phase of this project, and will be provided to Stantec by the City. No Structural or foundation analysis or evaluation will be included as part of this scope.
- This proposal assumes that water services are available within the adjacent R/W to be utilized for irrigation connections. This proposal does not include off site extensions for water mains or the design of a well based system
- No Geotechnical Subsurface Investigation is required for this project. If permitting agencies require a geotechnical report, then one can be preformed as an additional service.
- The fence line will be constructed within Florida East Coast Railroads property. The City is responsible for securing access, lease agreements, and right-of-ways.
- The CITY is expected to furnish STANTEC with full information, including any special or extraordinary considerations for the Project or special services needed. The CITY is also expected to make available any pertinent documentation regarding deeds, easements, rights- of-way, agreements with the adjacent property owner, etc.
- For the purposes of this proposal, all Scope of Service work will be performed within the project limits. Any additional consulting for equipment, engineering, testing, or design services outside the project limits as determined by STANTEC are excluded from this proposal and will be considered as an add-service upon CITY's request.
- STANTEC'S drawings may include information provided by others. STANTEC has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated within the design drawings as a result.
- Engineering, design, and/or mitigation for unforeseen, concealed, or undocumented existing conditions is excluded.
- Identification, mitigation, or disposal of hazardous materials, including but not limited to mold and asbestos, is excluded.
- Technical specifications will be included in the drawings where applicable.
- As-built drawings are specifically excluded from the scope and fees shown herein and are assumed to be provided by the contractor for all installations.
- All services not specifically listed herein are hereby excluded.
- Access to all City owned property and R/W shall be provided to Stantec.
- Any services outside of those defined within the scope shall be considered as additional services and can be provided as such only if directed by the City in writing.
- Any coordination with residents or business owners shall be provided by the City.

COMPENSATION

The fees for our services will consist of a lump sum contract amount of One Hundred Forty Five Thousand and One Hundred and Twenty Seven Dollars (\$145,127.00) broken down as follows.

Task 1: Data Collection	\$	25,165.00
Task 2: Concept Design	\$	14,570.00
Task 3: Project Design and Construction Documents	\$	58,678.00
Task 4: Site Development Landscape Architecture	\$	40,054.00
Task 5: Permitting Approval Assistance	\$	3,660.00
Task 6: Reimbursable Expenses (Allowance)	\$	3,000.00
TOTAL FEE		\$ 145,127.00

We will bill you monthly for the percentage of services or hours of service rendered and for any Reimbursable expenses. Any request for printing above the indicated amount will be billed as a reimbursable expense as allowed in the contract. It is not anticipated that any permits shall be required beyond the mandatory City permits needed for construction, but should permitting fees be required, the City of Deerfield Beach shall provide all costs associated with the permit fees.

DELIVERABLES AND SCHEDULE

Task	Production (Days to Complete Task)	Cumulative Schedule (Days from NTP)
Data Collection	60	60
Concept Design	20	80
60% Plan Production	20	100
90% Plan Production	20	120
Final Plan Production	20	140
Bid Set Assembly	10	150

Stantec will provide permitting concurrent with the plan production with the intent of having all permits and approvals prior to the final bid package assembly. Above schedule is somewhat compressed but does not include review time by the City. We anticipate the City will take approximately two weeks for review at each phase adding another potential 45 to 50 days to the total.

CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue us the requisite Purchase Order and a Notice to Proceed and we shall schedule a kickoff meeting to start. Fees and time stated in this agreement are valid for sixty (60) days after the date of agreement by Stantec Consulting Services, Inc.

Florida East Coast Railroad Fence Line Project
April 27, 2023

Stantec Consulting Services, Inc. appreciates the opportunity to submit this proposal. We look forward to working with you on this project. Please contact Jeff Crews at (954) 481-2815 if you have any questions.

Respectfully Submitted,

STANTEC CONSULTING SERVICES, INC.

A handwritten signature in blue ink, appearing to read 'Jeff Crews', with a stylized flourish at the end.

Jeffrey Crews, P.E.
Principal

Cc: file



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1858

Agenda Date: 5/16/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying an amendment to the 2021-2024 Collective Bargaining Agreement between the City of Deerfield Beach and Local 1010/District Council 78 of the International Union of Painters and Allied Trades (IUPAT) to provide for cost of living increases, effective April 1, 2023, and October 1, 2023; authorizing the City Manager to take all actions necessary to implement the Amendment; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City Commission approved a three (3) year collective bargaining agreement between the City and the International Union of Painters and Allied Trades on September 13, 2021. The contract contained provisions to reopen in 2022 and 2023 on Article 26: Wages, Section 1: Cost of Living Adjustments. Article 26 of the CBA contains reopener provisions wherein the parties are obligated to negotiate a cost-of-living-adjustment (COLA) for the second and third year of the CBA, provided the CPI-U for those two years exceeds 3%. The parties previously negotiated a COLA for FY 2022-23 (year 2) and agreed to collectively bargain a COLA for FY 2023-24 (year 3).

Current Activity

The City and IUPAT reopened the collective bargaining agreement for Article 26 in April 2023. The City and IUPAT tentatively agreed to changes to the cost of living adjustment, pending the vote. The City and the Union have agreed to the City's implementation strategy of the recently completed pay and classification study recommendations consisting of two (2) phases. The first phase consists of a three percent (3%) COLA, which will be retroactively effective April 1, 2023. The second phase consists of a three percent (3%) COLA, which will be effective October 1, 2023. In the event the City Commission accepts the recommendation and approves the reopener agreement, the collective bargaining process for this CBA shall be deemed concluded.

NOTE: The City also implemented market and equity adjustments to eligible classifications pursuant to the pay and classification study. Any employee whose current salary level is below the minimum level of the assigned pay grade will receive an additional adjustment to bring them up to the minimum of grade as proposed in the study. In addition, those individual employees whose current salary was identified as inequitable by the study will receive an additional adjustment to get them to the current market rate. The minimum and equity adjustments will not be given to every employee. The Union was notified of the adjustments and raised no impact bargaining concerns.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING AN AMENDMENT TO THE 2021-2024 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND LOCAL 1010 / DISTRICT COUNCIL 78 OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES (IUPAT) TO PROVIDE FOR COST OF LIVING INCREASES, EFFECTIVE APRIL 1, 2023, AND OCTOBER 1, 2023; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and the International Union of Painters and Allied Trades (“IUPAT”) (collectively, the “Parties”) are subject to a Collective Bargaining Agreement (“CBA”) that is in effect from October 1, 2021 through September 30, 2024, which sets forth the terms and conditions of employment for the bargaining unit comprising the City’s rank and file employees; and

WHEREAS, Article 26 of the CBA provides a reopener for cost of living adjustments for the second year of the CBA that covers the period from October 1, 2022 to September 30, 2023; and

WHEREAS, IUPAT and the City agreed to reopen Article 26 of the CBA to discuss increases to wages for eligible positions; and

WHEREAS, the Parties thereafter met and negotiated in good faith; and

WHEREAS, as a result of these meetings, the Parties agreed, subject to City Commission and IUPAT ratification, that all IUPAT bargaining unit employees will receive a three percent (3%) cost of living increase to their respective base hourly rates, effective April 1, 2023, and an additional three percent (3%) cost of living increase, effective October 1, 2023, (collectively, the “COLA Increases”) consistent with the pay and class study recommendations; and

WHEREAS, the City desires to ratify the amendment to Article 26, Section 1 “Wages” of the CBA to provide for the COLA Increases, as set forth in the attached Exhibit “A”, (the “CBA Amendment”) which is hereby incorporated into this Resolution by this reference; and

WHEREAS, by a vote conducted on May 10, 2023, the bargaining unit represented by IUPAT ratified the CBA Amendment; and

WHEREAS, the attached CBA Amendment must be approved by the City Commission to complete the collective bargaining process pursuant to Chapter 447, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The CBA Amendment, attached and incorporated herein as Exhibit “A”, providing for the COLA Increases is hereby approved.

Section 3. The City Manager is authorized to take any and all actions necessary to implement the CBA Amendment, including execution of the CBA Amendment and any other documents necessary for implementation.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT "A"

Article 26 – Wages

Section 1 - Cost of Living Adjustments

Effective October 1, 2021, all bargaining unit employees shall receive a 4% cost of living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification.

Effective October 1, 2022, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2022 and the related negotiations must conclude no later than August 1, 2022. The parties shall meet on a regular basis during the reopening period.

Effective April 1, 2023, all bargaining unit employees shall receive a 3% cost of living adjustment ("COLA") to their respective base hourly rates.

Effective October 1, 2023, all bargaining unit employees shall receive a 3% cost of living adjustment ("COLA") to their respective base hourly rates. ~~cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2023 and the related negotiations must conclude no later than August 1, 2023. The parties shall meet on a regular basis during the reopening period.~~

*Additions to existing CBA text are underlined; Deletions to existing CBA text are ~~struck through~~



Memorandum

TO: David Santucci, City Manager 
FROM: Karen Belle-Pierre, Assistant Director of Human Resources
DATE: April 29, 2023
RE: Collective Bargaining Agreement – IUPAT Reopener

RECOMMENDATION

The purpose of this item is to recommend that the City Commission adopt the enclosed resolution, which authorizes and approves the ratification of the tentatively agreed-to reopener provisions of the Collective Bargaining Agreement (“CBA”) between the City of Deerfield Beach (the “City”) and the International Union of Painters and Allied Trades (“Union”).

Article 26 of the CBA contains reopener provisions wherein the parties are obligated to negotiate a cost-of-living-adjustment (COLA) for the second and third year of the CBA, provided the CPI-U for those two years exceeds 3%. The parties previously negotiated a COLA for FY 2022-23 (year 2) and agreed to collectively bargain a COLA for FY 2023-24 (year 3). The City and the Union have agreed to the City’s implementation strategy of the recently completed pay and classification study recommendations consisting of two (2) phases. The first phase consists of a three percent (3%) COLA, which will be retroactively effective April 1, 2023. The second phase consists of a three percent (3%) COLA, which will be effective October 1, 2023. In the event the City Commission accepts the recommendation and approves the reopener agreement, the collective bargaining process for this CBA shall be deemed concluded. **NOTE:** The City also implemented market and equity adjustments to eligible classifications pursuant to the pay and classification study. Any employee whose current salary level is below the minimum level of the assigned pay grade, will receive an additional adjustment to bring them up to the minimum of grade as proposed in the study. In addition, those individual employees whose current salary identified as inequitable by the study, will receive an additional adjustment to get them to current market rate. The minimum and equity salary adjustments will not be given to every employee. The Union was notified of the adjustments and raised no impact bargaining concerns.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DEERFIELD
BEACH AND THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES**

This Memorandum of Understanding ("MOU") is entered into this 21 day of April, 2023 by the City of Deerfield Beach, Florida, a Florida municipal corporation (the "City"), and the International Union of Painters and Allied Trades ("IUPAT") (collectively referred to as the "Parties").

WHEREAS, the City and IUPAT are parties to a Collective Bargaining Agreement covering the period October 1, 2021 through September 30, 2024 (the "CBA"); and

WHEREAS, Article 26, Section 1 of the CBA provides that IUPAT may reopen the CBA for the limited purpose of discussing the amount of the Cost of Living Adjustment (COLA) for Fiscal Year 2023-2024 in the event the CPI-U exceeds 3% as of April 1, 2023 and

WHEREAS, the Parties desire to modify the wage reopener verbiage in the CBA so that the Parties may discuss an adjustment to the COLA and/or other salary adjustments for Fiscal year 2022-2023, retroactive to April 1, 2023, as well as meet to discuss additional adjustments to wages for eligible bargaining unit positions due to the results of the classification and compensation study ("Pay and Class") commissioned by the City; and

WHEREAS, the Parties therefore agree to reopen Article 26 of the CBA to discuss increases to wages for eligible positions, which will be implemented within a one and one half fiscal year period covering April 1, 2023 through September 30, 2024; and

WHEREAS, the Parties will nevertheless maintain the timing requirements detailed in the CBA, which mandate that wage-related discussions conclude no later than August 1, 2023.

NOW, THEREFORE, in light of the forgoing recitals, the Parties intending to be legally bound, do hereby stipulate and agree to as follows:

1. The Parties will reopen Article 26 of the CBA to discuss salary adjustments for fiscal year 2022-23, with an effective date of April 1, 2023, as well as meet to discuss additional salary adjustments, effective October 1, 2023, due to the results of the Pay and Class Study commissioned by the City
2. The Parties agree that, other than the provisions herein, the CBA shall not change in any way.
3. The Parties further agree that this MOU represents the Parties' entire agreement regarding the issue of the wage reopener and it cannot be amended or modified without the express written consent.
4. This MOU is based upon the unique facts and circumstances of this particular matter and does not establish any precedent, pattern or evidence of past practice for the resolution, disposition or determination of any other matter.
5. This MOU shall become effective upon ratification and approval by the Parties.

The Parties signify their agreement with this MOU by affixing their signatures below.

For IUPAT
Gerry Showers



For City
David Santucci





City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1859

Agenda Date: 5/16/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Fair Share Contribution to the Areawide Council on Aging of Broward County, Inc. in the amount of \$61,600; providing for implementation and an effective date. (Funds from Account #001-1702-564-80-16 - Grants/Area Agency on Aging)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$61,600

Account Name: Grants/Area Agency on Aging

Account Number: 001-1702-564-80-16

Background/History

With the adoption of the FY 2023 Budget, the City Commission approved the fair share contribution to the Area Agency on Aging of Broward County, Inc./Area Agency on Aging. Since the inception of the organization in 1974, the Area Agency on Aging has utilized a Fair Share Methodology to secure the required ten (10) percent local match from local municipalities and the County Commission as mandated to meet Federal and State appropriations. Areawide Council on Aging of Broward County, Inc., plans, develops, coordinates, and evaluates programs, funds services, and is the prime advocate for Broward County residents 60 years of age or older.

The City of Deerfield Beach Braithwaite Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been working together in collaboration for over 42 years to provide supportive services for the senior population in the City.

Current Activity

Each year, the Area Agency on Aging of Broward County, Inc. determines the fair share amount due from the respective municipality based on its senior population. The 2023 fair share due from the City of Deerfield Beach to the Area Agency on Aging of Broward County, Inc. is \$61,600.

Attached are the following documents:

1. Area Agency on Aging of Broward County, Inc. Explanation Letter

2. Area Agency on Aging of Broward County, Inc. Invoice 23009

Recommendation

It is recommended that the City Commission approve the required 2023 fair share contribution to the Area Agency on Aging of Broward County, Inc. in an amount not to exceed \$61,600.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE FAIR SHARE
CONTRIBUTION TO THE AREAWIDE COUNCIL ON AGING OF
BROWARD COUNTY, INC. IN THE AMOUNT OF \$61,600; PROVIDING
FOR IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach Braithwaite Center for Active Aging/Northeast Focal Point Senior Center (the “City”) and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging (the “Council”) have been working together in collaboration for over 42 years to provide supportive services for the senior population in the City of Deerfield Beach; and

WHEREAS, the City of Deerfield Beach City Commission approved a fair share contribution to the Council with the adoption of its Fiscal Year 2023 budget; and

WHEREAS, the Council has determined the fair share amount due from the City for 2023 is Sixty One Thousand Six Hundred Dollars and no cents (\$61,600.00), to provide supportive services to the senior population in the City; and

WHEREAS, City staff recommends that the City Commission approve the City’s fair share contribution to the Council in the amount of \$61,600.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the City’s fair share contribution to Council in the amount of \$61,600.00.

Section 3. The City Manager and his designee are authorized to make the fair share contribution payment to the Council in the amount of \$61,600.00.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Area Agency on Aging of Broward County

Charlotte Mather-Taylor, Chief Executive Officer

April 25, 2022

AREAWIDE COUNCIL ON AGING BOARD OF DIRECTORS

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Jack Brady, in Memoriam

The Honorable Bill Ganz
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

Dear Mayor Ganz,

The Areawide Council on Aging of Broward County, Inc., which administers the Aging and Disability Resource Center, is the prime planning, coordinating, funding and advocacy body for projects and services benefitting the needs of over 462,249 year round Broward residents, 60 years of age and over.

Since our incorporation, as a nonprofit 501(c)(3) organization, in 1974, we have utilized a Fair Share Methodology to secure the required match monies from local municipalities and the County Commission.

Each year, the Areawide Council on Aging determines the required match and then develops separate reports for each city or town. The reports include records noting numbers of participants, services rendered, the associated financial costs, and the amount sought to reach the total mandated match.

Since the Federal Older Americans Act and State Community Care for the Elderly Appropriations require a local match, we utilize the base budget and any increases in these funds are reflected in the following year's Fair Share Report. These factors, plus an increase in Broward's population, over 60 years of age, are demonstrated in the Fair Share computations.

We do not employ Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families figures for compiling the Fair Share Request since the Fair Share figures are developed only to meet mandated Federal and State appropriations. Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families data are informational only.

5300 Hiatus Road, Sunrise, Florida 33351 **Elder Helpline: (954-745-9779)** Administration: (954-745-9567) Fax: (954-745-9584)

The Aging & Disability Resource Center of Broward County is administered by the Areawide Council on Aging of Broward County, Inc. and funded by Older Americans Act, Florida Community Care for the Elderly, Alzheimer Disease Initiative and Medicaid Waiver Legislation through the State Department of Elder Affairs.

Mayor Ganz
City of Deerfield Beach
April 25, 2022
Page 2

For the 2023 Fair Share request, we are employing the latest population figures provided by the Florida Department of Elder Affairs using U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates.

Our request for 2023 is \$61,600. In 2021, we provided your residents with \$1,070,851 in services.

For each dollar we are seeking, in match, the Areawide Council on Aging supplied \$17.38 in assistance to your constituents.

We are available to discuss Fair Share and other elder related matters with you at your earliest convenience. Please call our office, at 954-745-9603, to calendar a meeting.

The Areawide Council is well aware of the economic problems being faced by our municipalities and the County. That is a prime reason for our expressing both gratitude and admiration to our elected officials. Because of your perpetually evidenced advocacy, on behalf of your senior constituency and their caregivers, we can, and will continue to partner in order to assure the right of Older Browardians to live their retirement years with merited dignity.

Sincerely,



Charlotte Mather-Taylor
Executive Director

CMT:cm

cc: City Commission of Deerfield Beach
Dave Santucci, City Manager
Stephanie Tinsley, Chief Finance Officer
Samantha Gillyard, CMC, City Clerk
Donna DeFronzo, Director of Senior Services

EXPLANATION OF FAIR SHARE

Federal Dollars are provided to the Areawide Council on Aging through Older Americans Act Legislation. State Dollars are allocated by the Community Care for the Elderly Act. Both the Federal and State Dollars must be matched locally on a 90-10% ratio. This means that for every nine dollars provided by the Federal and State Governments, we must raise one dollar in Broward County.

FUNDS REQUIRING LOCAL MATCH FOR 2023

Federal Older Americans Act Dollars	\$8,330,673
General Revenue	681,080
State Community Care for the Elderly	<u>7,464,705</u>
	<u>\$16,476,458</u>
Local Matching Dollars Required	\$1,830,717
Elder Abuse Prevention Program	<u>100,000</u>
Total Matching Funds Requested	<u>\$1,930,717</u>

THE FAIR SHARE FORMULA

Since 1974, the Areawide Council on Aging has utilized a Fair Share Formula to request and receive Matching Funds from Broward's Cities and the County Commission. We divide the required Matching Funds by the number of elderly in Broward County to achieve a figure representing each Broward resident 60 years of age and older.

Projected 2023 Broward Total Population 60 and Over	<u>462,249</u>
Representative Fair Share Dollar Amount per Senior Resident 60 or Over: \$1,930,717 divided by 462,249	<u>\$ 4.18</u>

We request each City to pay 2/3 of the Fair Share Dollars for their senior constituency and the County to pay 1/3. We further ask the County to pay the Full Fair Share for each senior resident of the unincorporated areas.

Fair Share Request per Senior Resident:		<u>\$ 4.18</u>
City Share Request per Senior Resident:	$\$4.18 \times (2/3)$	= <u>\$ 2.79</u>
County Share Request per Senior Resident:	$\$4.18 \times (1/3)$	= <u>\$ 1.39</u>
		<u>\$ 4.18</u>

FAIR SHARE REQUEST FROM DEERFIELD BEACH

Number of Residents over 60 in Your City	22,079
Fair Share Request per Senior Resident in Your City	<u>x 2.79</u>
TOTAL FAIR SHARE REQUEST	\$61,600

In 2021, the Areawide Council provided Your City with Services Totaling Over: **\$1,070,851**

Areawide Council on Aging of Broward County



2021 Services Provided to Senior Citizens in the City of Deerfield Beach



Program	Service Provided	Clients	Units Provided	Unit Cost	Total Cost
OLDER AMERICANS ACT					
	ADULT DAY CARE - DAY (III-B)	1	7.00	72.12	504.84
	ADULT DAY CARE - DAY (III-E)	1	64.00	72.12	4,615.68
	ADULT DAY CARE (III-B)	1	357.50	9.02	3,224.65
	ADULT DAY CARE (III-E)	1	144.75	9.49	1,373.68
	CAREGIVER TRNG & SUP - GRP (III-E)	*	54.75	82.30	4,505.93
	CAREGIVER TRNG & SUP - IND (III-EG)	1	1.00	90.28	90.28
	CHORE (III-B)	11	48.75	57.97	2,826.04
	CHORE (III-ES)	1	33.50	55.59	1,862.27
	CONGREGATE DISASTER MEALS	3	9.00	3.54	31.86
	CONGREGATE MEALS	28	796.00	8.02	6,383.92
	COUNSELING - GROUP (III-B)	*	95.50	85.06	8,123.23
	COUNSELING - INDIVIDUAL (III-B)	25	585.00	70.94	41,499.90
	EDUCATION & TRAINING	*	106.00	167.58	17,763.48
	HEALTH SUPPORT - GROUP	*	183.00	70.94	12,982.02
	HEALTH SUPPORT - INDIVIDUAL	45	70.00	40.30	2,821.00
	HOME DELIVERED DISASTER MEALS	86	356.00	3.35	1,192.60
	HOME DELIVERED MEALS (III-B)	61	5,278.00	4.90	25,862.20
	HOME DELIVERED MEALS (III-C1)	172	23,457.00	4.48	105,087.36
	HOME DELIVERED MEALS (III-C2)	268	60,189.00	4.69	282,286.41
	HOME DELIVERED MEALS (III-D)	65	1,428.00	4.90	6,997.20
	HOME DELIVERED MEALS (III-E)	13	756.00	4.90	3,704.40
	HOUSING IMPROVEMENT (III-B)	16	117.25	60.01	7,036.17
	INFORMATION	*	1,466.00	9.83	14,410.78
	IN-HOME SCREENING & ASSESS	76	242.50	74.45	18,054.12
	LEGAL ASSISTANCE (III-B)	1	419.00	70.53	29,552.07
	LEGAL ASSISTANCE (III-EG)	1	2.50	70.53	176.32
	LEGAL ASSISTANCE (III-ES)	1	9.00	70.53	634.77
	RECREATION	*	322.00	25.72	8,281.84
	REFERRAL (III-B)	*	258.00	65.48	16,893.84
	SCREENING & ASSESSMENT (III-B)	62	70.25	67.07	4,711.67
	TELEPHONE REASSURANCE (III-B)	*	2,076.00	9.45	19,618.20
	TRANSPORTATION	10	51.00	7.11	362.61
Program Totals:			99,053.25		\$653,471.34

* Client specific information is not captured for these services.

Program	Service Provided	Clients	Units Provided	Unit Cost	Total Cost
COMMUNITY CARE FOR THE ELDERLY					
	CASE AIDE	47	74.50	36.02	2,683.49
	CASE MANAGEMENT	83	772.50	63.85	49,324.12
	EMERGENCY ALERT RESPONSE	*	2,426.00	1.04	2,523.04
	HOME DELIVERED MEALS	5	1,134.00	5.05	5,726.70
	HOMEMAKER	42	3,868.75	19.69	76,175.69
	IN-HOME INTAKE	111	180.25	72.80	13,122.20
	IN-HOME RESPITE	8	370.00	19.69	7,285.30
	PERSONAL CARE	33	2,766.00	19.69	54,462.54
	SPECIALIZED MEDICAL EQUIPMENT	2	19.00	83.70	1,590.30
	Program Totals:		11,611.00		\$212,893.38
ALZHEIMER'S DISEASE INITIATIVE					
	CAREGIVER TRAINING & SUP - IND	8	6.75	85.01	573.82
	CASE AIDE	4	24.00	35.97	863.28
	CASE MANAGEMENT	14	62.75	55.04	3,453.76
	FACILITY RESPITE	1	41.75	9.87	412.07
	IN-HOME RESPITE	2	890.00	18.59	16,545.10
	SPECIALIZED MEDICAL EQUIPMENT	1	14.00	661.65	9,263.10
	TELEPHONE REASSURANCE	*	127.00	9.45	1,200.15
	Program Totals:		1,166.25		\$32,311.28
HOME CARE FOR THE ELDERLY					
	BASIC SUBSIDY	4	45.00	182.45	8,210.25
	CASE AIDE	4	9.75	36.02	351.20
	CASE MANAGEMENT	7	75.25	63.85	4,804.71
	Program Totals:		130.00		\$13,366.16
LOCAL SERVICE PROGRAM					
	MATERIAL AID	15	33.00	63.74	2,103.42
	SPECIAL DIETARY MEALS	1	45.00	7.95	357.75
	TRANSPORTATION	38	1,153.00	8.54	9,846.62
	Program Totals:		1,231.00		\$12,307.79
RELIEF					
	IN-HOME RESPITE	1	9.00	9.00	81.00
	Program Totals:		9.00		\$81.00
CARES ACT					
	ADULT DAY CARE (III-B)	1	10.25	8.65	88.66
	ADULT DAY CARE (III-E)	1	228.75	9.49	2,170.84

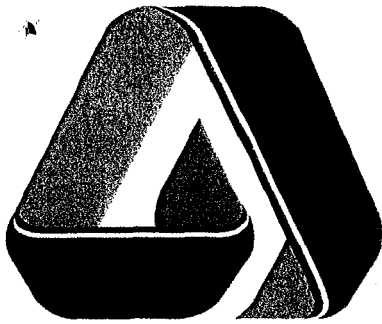
* Client specific information is not captured for these services.

Program	Service Provided	Clients	Units Provided	Unit Cost	Total Cost
	CHORE (III-B)	1	2.50	59.95	149.88
	HOME DELIVERED MEALS	93	4,704.00	4.90	23,049.60
	HOME DELIVERED MEALS - COVID	30	420.00	4.90	2,058.00
	HOME DELIVERED MEALS (III-C)	45	686.00	4.51	3,093.86
	HOME DELIVERED MEALS (III-E)	11	602.00	5.26	3,166.52
	HOUSING IMPROVEMENT (III-B)	1	5.50	59.95	329.73
	RECREATION MATERIALS	1	1.00	87.42	87.42
	SCREENING AND ASSESSMENT (III-B)	1	5.00	61.96	309.80
	TELEPHONE REASSURANCE (III-B)	*	153.00	9.45	1,445.85
	TELEPHONE REASSURANCE (III-E)	*	4.00	9.45	37.80
	Program Totals:		6,822.00		\$35,987.96
COVID VACCINE ASSISTANCE PROGRAM					
	TELEPHONE REASSURANCE	*	124.00	9.45	1,171.80
	Program Totals:		124.00		\$1,171.80
NON-DOEA PROGRAM					
	HOME DELIVERED MEALS	162	25,648.00	4.26	109,260.49
	Program Totals:		25,648.00		\$109,260.49
Totals:			145,794.50		\$1,070,851.20

*In 2021, our Project Family provided Deerfield Beach's seniors with \$1,070,851 in services.
The Aging & Disability Resource Center's 2023 Match Request for Deerfield Beach is \$61,600.
For every \$1 we are seeking, the Areawide Council on Aging (Area Agency on Aging)
provided Deerfield Beach with \$17.38 in services.*

Our figures are secured from the annual service cost reports obtained from our Projects.

* Client specific information is not captured for these services.



Area Agency on Aging of Broward County

Charlotte Mather-Taylor, Chief Executive Officer

**AREAWIDE COUNCIL ON AGING
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Kenneth S. Rubin, Esq.
Manuel Synalovski, AIA

March 15, 2023

Mayor Bill Ganz
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

Dear Mayor Ganz,

The Areawide Council on Aging is mandated, by both Federal Older Americans Act and State Community Care for the Elderly Legislation to raise a local 10% match.

We attempt to secure these funds for both our projects and our nonprofit 501(c)(3) organization through a Fair Share Methodology based on population 60 years of age and older. A copy of this correspondence was mailed to you on April 25, 2022.

Please consider this correspondence as a request, along with invoice #23009, in the amount of \$61,600 representing the 2023 Full Fair Share in matching funds requested from the City of Deerfield Beach.

If you have any questions, please feel free to contact our office at 954-745-9567.

Thank you for your advocacy and benevolence on behalf of your senior constituency.

Sincerely,


Charlotte Mather-Taylor
Chief Executive Officer

Attachment: Invoice #23009

cc: Dave Santucci, City Manager
Stephanie Tinsley, Chief Finance Officer
Heather Montemayor, City Clerk

5300 Hiatus Road, Sunrise, Florida 33351 Elder Helpline: (954-745-9779) Administration: (954-745-9567) Fax: (954-745-9584)

The Aging & Disability Resource Center of Broward County is administered by the Areawide Council on Aging of Broward County, Inc. and funded by Older Americans Act, Florida Community Care for the Elderly, Alzheimer Disease Initiative and Medicaid Waiver Legislation through the State Department of Elder Affairs.



**Area Agency on Aging
of Broward County**

5300 Hiatus Road
Sunrise, Florida 33351
Phone: (954) 745-9567
Fax: (954) 745-9584
www.adrcbroward.org

3/15/2023

Inv. # 23009

BILL TO

Dave Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

Description	AMOUNT
2023 Fair Share Allocation	\$61,600.00

TERMS

Payment Due Date: 30 Days
Checks Payable to: Areawide Council on Aging of Broward County, Inc.

\$61,600.00

Thank You For Your Support!



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1865

Agenda Date: 5/16/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Invitation to Bid #23-10-VP for the purchase of trash receptacles with aluminum tops to Wausau Tile, Inc.; authorizing execution of a purchase order with Wausau Tile, Inc., in an amount not to exceed \$127,898.32; providing for implementation and an effective date. (Funds from Account #399-7035-572-65-30 - Material for Miscellaneous Products)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$127,898.32

Account Name: Material for Miscellaneous Products

Account Number: 399-7035-572-65-30

Background/History

The Purchasing and Contract Administration Division issued an Invitation to Bid for the Concrete Trash Receptacles with Aluminum Tops for the beach. These cans will match the existing benches and include the "blue glass" concrete. The new cans will also have the new logo on them.

On April 7, 2023 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) responses. One bidder, TreeTop Products, was deemed non-responsive for not meeting the required specifications of the ITB. The apparent low, responsive bidder, Wausau Tile Inc. met all the requirements of the ITB.

Wausau Tile Inc. is the responsive and responsible Bidder able to meet the ITB requirements; therefore, the award recommendation of this ITB is to Wausau Tile, Inc. for \$127,898.32.

Recommendation

Staff recommends City Commission approval of the bid award to Wausau Tile, Inc..

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #23-10-VP FOR THE PURCHASE OF TRASH RECEPTACLES WITH ALUMINUM TOPS TO WAUSAU TILE, INC.; AUTHORIZING EXECUTION OF A PURCHASE ORDER WITH WAUSAU TILE, INC., IN AN AMOUNT NOT TO EXCEED \$127,898.32; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) requires the purchase of trash receptacles with aluminum tops (the “Goods”); and

WHEREAS, the City issued Invitation to Bid No. 23-10-VP for the Goods (the “ITB”); and

WHEREAS, on March 24, 2023, the ITB was advertised in the legal notices section of the Sun Sentinel, and the notice was also sent to 109 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, ten (10) vendors viewed the ITB documents; and

WHEREAS, on April 7, 2023 at 2:00 p.m. EST, the ITB due date and time, the Purchasing and Contract Division (the “Division”) closed and unsealed two responses that were timely received, and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, one bidder, TreeTop Products, submitted a bid that was deemed non-responsive for not meeting the required specifications in the ITB; and

WHEREAS, the Division reviewed the bid submitted by Wausau Tile, Inc. (“Wausau”), the apparent low bidder, discussed it with the Parks and Recreation’s Assistant Director and Operations Manager, and concluded that Wausau met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Wausau, the sole responsive and responsible bidder to the ITB, and authorize execution of a purchase order with Wausau for the Goods in an amount not to exceed \$127,898.32.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the award of the ITB to Wausau for the purchase of the Goods.

Section 3. The City Manager is hereby authorized to execute a purchase order with Wausau for the Goods in an amount not to exceed \$127,898.32, consistent with the terms of the ITB, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Teresa Rynard, Director of Parks and Recreation
FROM: Vanessa Pierre-Pajotte, Buyer
THRU: Bogdan Avasiloae, Purchasing Manager
DATE: April 24, 2023
RE: **Concrete Trash Receptacles with Aluminum Top, ITB #23-10-VP**

The Purchasing and Contract Administration Division issued an Invitation to Bid for the Concrete Trash Receptacles with Aluminum Top, ITB #23-10-VP. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On March 24, 2023 the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to one hundred nine (109) prospective Offerors via the e-Procurement Marketplace.
- Ten (10) vendors viewed the documents of the ITB.
- On April 7, 2023 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements.
- One bidder, TreeTop Products bid was deemed non-responsive for not meeting the required specifications on the ITB.
- The apparent low, responsive, responsible bidder Wausau Tile Inc. met all the requirements to the ITB.
- The Purchasing and Contract Administration Division discussed the responses with Parks and Recreation's Assistant Director and Operations Manager and concluded that Wausau Tile Inc. meets all the requirements of the ITB.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Wausau Tile Inc. is the responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this ITB is to Wausau Tile Inc.

Please use this memorandum and all attachments as your backup for the next available Commission meeting.

Att. Tabulation Line Item, Tabulation Summary, Scope of Work

c: Sherry Wilson, Assistant Director of Parks and Recreation
George Sullivan, Operations Manager

1	Concrete Trash Receptacles with Aluminum Top					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	TreeTop Products	100	ea	\$668.85	\$66,885.00	
	Wausau Tile, Inc.	100	ea	\$1,046.50	\$104,650.00	

2	City of Deerfield Beach Custom Cast Logo					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Wausau Tile, Inc.	100	ea	\$85.00	\$8,500.00	

Per sales rep at Wausau Tile, the 3-color City of Deerfield Beach logo on your website is too complex for a cast logo. "They would have to forgo the antlers for sure to make this work. An inkjet logo would work better, and a 12" logo may fit better than a 16" logo." For the purpose of this bid, the Unit Price for the logo and setup charge are based on a 3-color cast logo per your requirement. Lead times provided direct by Wausau Tile. Current lead times are 8 weeks, however for 100 units it will likely be closer to 10 weeks. Time of order can also affect lead time, as the busy season is April - September.

TreeTop Products	100	ea	\$95.00	\$9,500.00

3	SET-UP CHARGE					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	TreeTop Products	1	ea	\$275.00	\$275.00	
	Wausau Tile, Inc.	1	ea	\$275.00	\$275.00	

4	Shipping and Handling Charges					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Wausau Tile, Inc.	1	Lump Sum	\$14,473.32	\$14,473.32	

TreeTop Products	1	Lump Sum	\$15,248.00	\$15,248.00

This does not include tax. If you are tax exempt we will continue to omit that charge. If you are not tax exempt, tax will be added at time of order.

Product Offered and Manufacturer Name.	Delivery time after receipt of order in calendar days.	State telephonpe number for placement of orders.	State e-mail address for placement of orders.

TreeTop Products

WS1117 Concrete Classical
Trash Receptacle with
Aluminum Top - Wausau
Tile 70 (630) 845-5468 keyaccounts@treetopproducts.com

Wausau Tile, Inc.

WS 1117 - Classical WC W/
Aluminum Top, 24G, W23
Gray Weatherstone / Blue
Glass, Includes Liner
(Wausau Tile) 63 (813) 334-0016 troyd.wt@gmail.com

Product Offered and Manufacturer Name.	Delivery time after receipt of order in calendar days.	State telephonpe number for placement of orders.	State e-mail address for placement of orders.

Wausau Tile, Inc.

City of Deerfield Beach
Custom Cast Logo, New
Cast Logo,
Teal/Gold/White (Wausau
Tile) 63 (813) 334-0016 troyd.wt@gmail.com

TreeTop Products

3 color cast logo - Wausau
Tile 70 (630) 845-5468 keyaccounts@treetopproducts.com

Product Offered and Manufacturer Name.	Delivery time after receipt of order in calendar days.	State telephonpe number for placement of orders.	State e-mail address for placement of orders.

TreeTop Products

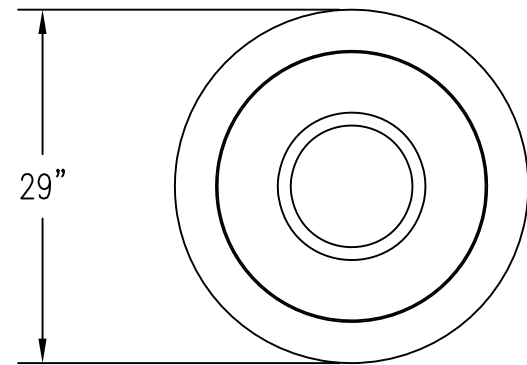
One Time Setup Fee 70 (630) 845-5468 keyaccounts@treetopproducts.com

Wausau Tile, Inc.

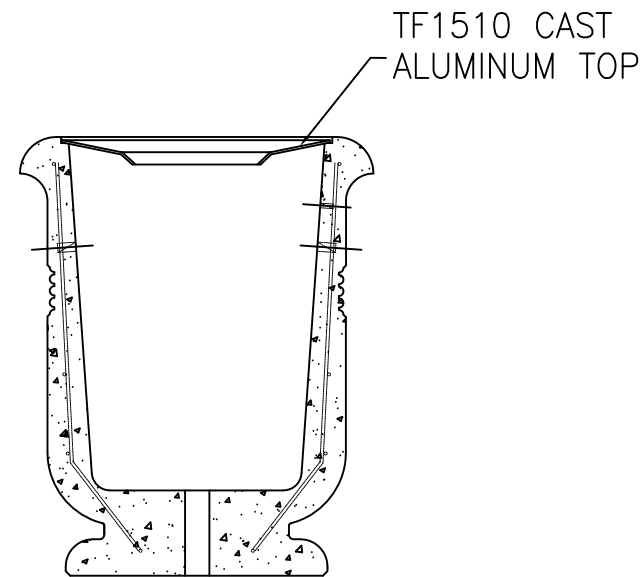
Set-Up Charge (Wausau
Tile) 1 (813) 334-0016 troyd.wt@gmail.com

Event Number	23-10-VP	Organization	City of Deerfield Beach
Event Title	Concrete Trash Receptacles with Aluminum	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is requesting se	Event Owner	Vanessa Pierre-Pajotte
Event Type	ITB (Commodity)	Email	vpajotte@deerfield-beach.com
Issue Date	3/24/2023 06:58:00 PM (ET)	Phone	(954) 480-4415
Close Date	4/7/2023 02:00:00 PM (ET)	Fax	

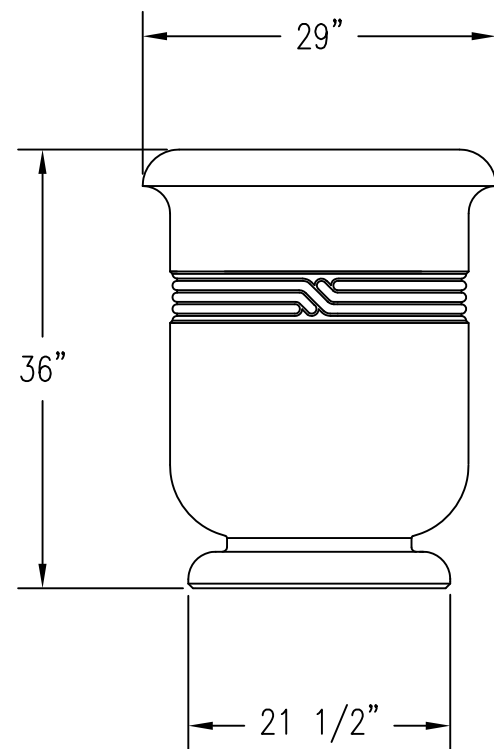
Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
TreeTop Products	Batavia	IL	4/7/2023 01:01:50 PM (ET)	4	\$91,908.00
Wausau Tile, Inc.	Wausau	WI	3/31/2023 11:10:59 AM (ET)	4	\$127,898.32



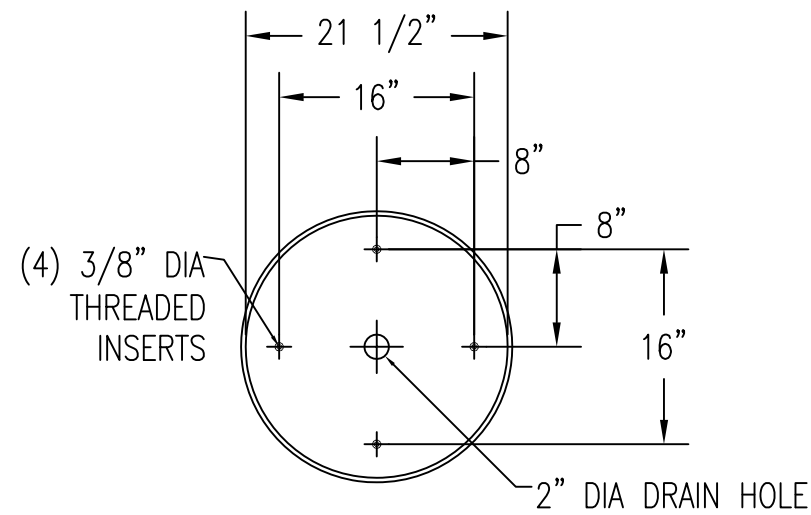
1 TOP VIEW
Scale: 1/16" = 1"



3 SECTION VIEW
Scale: 1/16" = 1"



2 ELEVATION VIEW
Scale: 1/16" = 1"



4 BOTTOM VIEW
Scale: 1/16" = 1"



P.O. BOX 1520 WAUSAU, WI 54402-1520
800-388-8728
E-MAIL: WTILE@WAUSAUTILE.COM
WEB SITE: WWW.WAUSAUTILE.COM

REVISIONS			
	NAME	DATE	NOTES
1	---	-----	---
2	---	-----	---
3	---	-----	---
4	---	-----	---
5	---	-----	---
6	---	-----	---
7	---	-----	---
8	---	-----	---

CONFIDENTIAL INFORMATION
THESE DRAWING, SPECIFICATIONS AND OTHER INFORMATION AND DOCUMENTS ACCOMPANYING THEM ARE THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF WAUSAU TILE, INC. THE DRAWINGS THEMSELVES SHALL BELONG TO THE OWNER FOR USE ONLY ON THE PROJECT. ANY ADDITIONAL USE SHALL REQUIRE THE PRIOR WRITTEN APPROVAL OF WAUSAU TILE, INC. THE PROPRIETARY INFORMATION CONTAINED WITHIN THE DRAWINGS AND THE DOCUMENTS IS AND SHALL REMAIN THE SOLE PROPERTY OF WAUSAU TILE, INC

JOB NAME

WAUSAU, WI

UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES
FRACTIONS $\pm 1/8"$

DRAWN BY: TAS

DATE: 6/28/17

CO NUMBER: ?

WEIGHT: 730 LBS

SHEET NO.

WS1117
Page 127 of 415

WS1117 Concrete Classical Trash Receptacle with Aluminum Top



Diameter:	29" dia.
Height:	36"
Weight:	730 lbs.
Material:	Concrete Aluminum
Shape:	Round
Anchoring:	Includes (4) 1/2" threaded inserts on bottom for optional anchoring.
Reinforcement:	Yes
Liner Included:	Yes
Capacity:	24 gal. Liner

Concrete classical trash receptacle with aluminum funnel top and 24 gal. rigid plastic liner. Choose the colors of both the top and container. Includes security cable and elevator bolts.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1871

Agenda Date: 5/16/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement between the City of Deerfield Beach and Kiwanis Club of Deerfield Beach, Inc., regarding bus benches and shelters for a five year term, with two optional five year renewal periods; providing for execution, severability, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On April 1, 2008, the City Commission approved an agreement with the Kiwanis Club of Deerfield Beach Inc. (Kiwanis) for Kiwanis to provide certain bus bench, bus shelter and related services for an initial five-year term beginning on May 4, 2008 and ending May 3, 2013. The agreement provided for two (2) additional five (5) year renewal terms .

On February 12, 2013, the City Commission exercised its first five-year renewal option, extending the contract to May 3, 2018. The second Amendment was approved on May 18, 2018, incorporating new revisions provided by the Florida Department of Transportation (FDOT).

The FDOT revisions were included in a March 6, 2018 notice to the City related to new requirements for cities and counties under 337.408, F.S.regarding bus benches, shelters and transit facilities. The substance of these requirements required substantial review as it related to the existing bus bench and shelter agreement, and resulted in minor revisions of the agreement. Following is a summary of those changes:

- Bus benches may only be located at an active bus stop location, as approved by the applicable government agency. No bus benches shall be located at or adjacent to a bus shelter installed by or on behalf of a government agency.
- Bus benches shall be painted in colors approved by the City.
- Clarifies that bus benches, bus shelters and the surrounding areas must be constructed and maintained in accordance with applicable law, including the ADA.
- Provides for bus shelter specifications and designs to meet the pre -approved specs and design or other specs and design approved by the City Manager.
- Removes provision requiring the agreement renewals to occur 90 days prior to the end of the expiring term.
- Adds and addresses FDOT indemnification and other Section 337.408, Fla. Stat., requirements.
- Provides that if the location where a bus bench or shelter is installed is not in compliance with

applicable law, but would be in compliance but for the installed bus bench or shelter, Kiwanis shall either (i) hire a properly licensed and insured contractor to bring such bus bench or shelter into compliance with applicable law, at Kiwanis 's sole expense, or (ii) remove such bus bench or bus shelter.

Current Activity

Resolution No. 2018/064 approved the second and final renewal of the contract for a term commencing on May 4, 2018 and expiring on May 3, 2023. It is recommended that the City enter into a 5-year agreement with the Kiwanis to provide bus benches within the city at pre-approved locations, with two additional 5-year extension opportunities.

Recommendation

It is recommended that the Commission adopt the resolution approving the new agreement.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND KIWANIS CLUB OF DEERFIELD BEACH, INC., REGARDING BUS BENCHES AND SHELTERS FOR A FIVE YEAR TERM, WITH TWO OPTIONAL FIVE YEAR RENEWAL PERIODS; PROVIDING FOR EXECUTION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on April 1, 2008, the City Commission approved an agreement with the Kiwanis Club of Deerfield Beach, Inc. (“Kiwanis”) for Kiwanis to provide certain bus bench, bus shelter and related services to the City for an initial five-year term beginning on May 4, 2008 and ending May 3, 2013, with two (2) additional five-year optional renewal terms (the “Prior Agreement”); and

WHEREAS, the City Commission exercised the first five-year renewal option and extending the Prior Agreement through May 3, 2018; and

WHEREAS, the parties entered into an Amendment to the Prior Agreement that renewed the Prior Agreement for the final five-year renewal term, and revised the Prior Agreement to address compliance with Section 337.408, Fla. Stat., and other applicable law; and

WHEREAS, the Prior Agreement between the City and Kiwanis expired on May 3, 2023; and

WHEREAS, the City and Kiwanis have negotiated a new Agreement, attached as Exhibit “A”, to provide certain bus bench, bus shelter and related services to the City for a five year term, commencing on May 16, 2023, with two-optional five year renewal periods thereafter (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the Agreement with Kiwanis, attached as Exhibit “A”, for a five year term, with two, five-year renewal options.

Section 3. The City Manager is hereby authorized to execute the Agreement, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**AGREEMENT BETWEEN
CITY OF DEERFIELD BEACH AND KIWANIS CLUB OF DEERFIELD BEACH, INC.**

THIS AGREEMENT (the "Agreement") is entered into by and between the CITY OF DEERFIELD BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and KIWANIS CLUB OF DEERFIELD BEACH, INC., a corporation not-for-profit under the laws of the State of Florida, hereinafter referred to as "KIWANIS".

W I T N E S S E T H:

WHEREAS, KIWANIS has, for a number of years, sponsored a Kiwanis Bench Project whereby public benches are provided for the citizens of the community at no cost to CITY; and

WHEREAS, the CITY and KIWANIS previously entered into an agreement for Kiwanis to provide certain bus bench, bus shelter and related services to the City in accordance with the terms and conditions of the agreement (the "Services"); and

WHEREAS, the previous agreement between the City and Kiwanis for the Services expired on May 3, 2023; and

WHEREAS, the parties desire to enter into this Agreement for KIWANIS to provide the Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby understood and agreed as follows:

Section 1. The above "WHEREAS" clauses are true and correct and are incorporated herein by this reference.

Section 2. Bus Benches.

(a) KIWANIS will furnish and maintain public benches at no cost to CITY and will place said benches at locations approved by CITY, acting through the office of the City Manager, including such places as bus stops, provided an active bus stop is at that location (defined as having public transportation stopping at said site at least five (5) days per week). Bus benches, in accordance with the conditions set forth herein shall be erected and maintained in the locations set forth on Exhibit A. No bench or sign thereon shall exceed the size requirements of City Land Development Code Section 102-8, as amended from time to time. Bus benches may only be located at an active bus stop location, as approved by the applicable government agency. No bus benches shall be located at or adjacent to a bus shelter installed by or on behalf of a government agency.

(b) All benches, whether existing or new, shall be constructed of top grade materials and shall be painted in colors selected and approved by the CITY. All benches shall be constructed and maintained in accordance with applicable law, including but not limited to the Americans with Disabilities Act ("ADA"). KIWANIS shall, at its expense, maintain all such benches in good and serviceable condition, and in accordance with applicable law, during the entire term of this Agreement and CITY shall have the right to inspect such benches periodically to determine their condition. KIWANIS shall replace or

recondition, to the satisfaction of CITY, any benches which CITY determines, in the CITY's sole discretion, are no longer in good and serviceable condition.

(c) CITY reserves the right to require the removal of any bench that is in need of repair or maintenance or does not comply with applicable law, upon ten (10) days written notice to KIWANIS. Any bench not maintained or repaired or brought into compliance with applicable law within the ten (10) day notice period may be removed by CITY, at the expense of KIWANIS. KIWANIS shall reimburse CITY for said expense within (30) days of notice from CITY.

(d) Subject to the conditions set forth herein, benches shall not be allowed in districts zoned RS-5, RS-7, RM-10, RM-15 and RM-25, except at bus stops or where specifically approved by the City Manager on the basis of unusual circumstances. All signs shall be subject to and shall comply with any future changes to the Deerfield Beach Sign Code.

(e) Prior to the installation of any bench within the City Limits of Deerfield Beach, an application shall be made by KIWANIS on a prescribed form showing the location and date to be installed and these locations shall be subject to approval by the City Manager. A written notice shall be given by KIWANIS to the City Manager.

(f) Any reconstruction, or construction at or in close proximity to the location of a KIWANIS bench, shall automatically require the removal of such bench, and a new application shall be necessary for relocation.

Section 3. Bus Shelters.

(a) In the event the CITY determines, in CITY's sole discretion, that a bus shelter is needed at a particular location, the CITY shall provide written notice of such need to KIWANIS (the "Shelter Notice") and KIWANIS shall have fifteen (15) days from receipt of a Shelter Notice to advise the CITY in writing as to whether KIWANIS agrees to install such shelter and KIWANIS's proposed timeline for construction of such shelter, which shall be subject to City approval. If KIWANIS does not timely provide to the CITY the written notice of KIWANIS's agreement to install such shelter, the CITY may install the shelter or cause a third party to install the shelter and KIWANIS shall have no rights with respect to such shelter and shelter location. A shelter may only be located at an active bus stop.

(b) All bus stop shelters installed by KIWANIS shall be designed and constructed in accordance with the specifications contained on Exhibit B, or the specifications and design approved in writing by the City Manager. All bus shelters shall be constructed and maintained in accordance with applicable law, including but not limited to the ADA. CITY shall determine the size (i.e. length) of the advertising and non-advertising shelter to be installed at each site in accordance with the designs referenced above. No shelters or sign thereon shall exceed the size requirements of City Code Section 102-8 of the City Code.

(c) KIWANIS shall submit generic plans and site drawings for proposed advertising shelters and non-advertising shelters to the CITY for CITY's approval of the Master Design Plan for each shelter size and type. The CITY will make reasonable efforts to review and approve said plans and site drawings within one (1) week. KIWANIS shall

submit specific site plans for each location to the CITY and the CITY will make reasonable efforts to review and approve each site plan within one (1) week and, upon proper application and approval, issue such permits as necessary to authorize KIWANIS to construct each advertising and non-advertising bus shelter authorized under this Agreement. KIWANIS shall not begin construction of any individual bus stop shelter until all permits therefor have been issued to KIWANIS.

(d) KIWANIS shall be solely responsible for obtaining all necessary permits and licenses, and compliance with all applicable rules and regulations of any governmental agency, having jurisdiction over bus stops and rights-of-way including, but not limited to the Department of Transportation. The CITY will endeavor to assist KIWANIS with issuance of permits and clearing potential site problems, provided KIWANIS has made a good faith effort to accomplish these tasks.

(e) KIWANIS expressly agrees that the construction, installation and maintenance of all bus stop shelters hereunder shall be constructed in accordance with the Florida Building Code. KIWANIS shall have all bus stop shelters' foundations and electrical inspected by the CITY or applicable governmental entity, including any required final inspection, prior to each shelter being energized. The CITY will use reasonable efforts to inspect each location within three (3) business days after KIWANIS requests such inspections.

(f) During any construction, KIWANIS shall make every reasonable effort not to impinge on any prior right, interest or privilege others may have in the use and occupation of the sidewalks or curbs where the bus stop shelters are located, taking into consideration safety issues. In addition, KIWANIS shall take reasonable efforts to protect all property, real or personal, which shall in any way be disturbed by the construction or installation of bus stop shelters.

(g) KIWANIS shall repair or replace all structures or facilities on public or private property, which may have been damaged during construction, operation, or removal of bus shelters owned by KIWANIS. The work shall include but not be limited to sidewalks, driveways, posts, poles, walls, fences, gates, footing, trees, shrubs, lawns, sprinklers, curbs, gutters, utilities (both overhead and underground), manholes, catch basins, inlets, parkways, parkway drains, street surfaces, and landscaping in the parkway areas. The work shall include furnishings and replacing planting soil, trees, shrubs, grass, sod and other ground cover planting as required to conform to the original surface condition and cross-section as specified, and cleanup and removal of all surplus materials, rubbish and trash of every nature remaining after the construction has been completed. KIWANIS further agrees to repair or replace public or private property in a manner acceptable to the CITY. All repairs and replacements shall incorporate materials and methods similar to those used in the original structure and current code requirements unless otherwise specified.

(h) KIWANIS shall be responsible for maintaining all bus stop shelters and the surrounding area within a ten foot (10') radius of each shelter, excluding roadway, in a clean, safe, attractive and sanitary condition, and in accordance with applicable law, including but not limited to the ADA, and to illuminate all shelters by either display panels or ceiling fixtures between dusk and daylight or when artificial lighting is required for the protection, safety and welfare of the public.

All shelters will be cleaned a minimum of one (1) time per week. Additional cleaning will be performed on an "as needed" basis. Routine cleaning shall follow a procedure, which shall include sweeping of the area around the shelter, removal of any litter in the vicinity of the shelter, removal of trash from the trash cans, and replacement of trash can liners. The bench and all advertising informational displays shall be wiped down with appropriate cleaning materials. All glass surfaces (if any) shall also be cleaned. Any graffiti shall be removed using the appropriate cleaners, and touch-up paint shall be applied as needed. All illumination shall be tested and checked to assure proper working order. All graffiti shall be removed within five (5) days of notice from the CITY.

Grass and landscaping surrounding the shelters shall be cut and trimmed as needed, but not less than once every two (2) weeks during the spring, summer and fall growing seasons and once per month during the winter.

The ceiling (including ceiling fixture, if applicable) shall be cleaned twice yearly. Additional cleanings will be performed on an "as needed" basis.

Each shelter as well as the sidewalk within a ten (10') radius of the shelter, excluding roadway, shall be power washed at a minimum of once per month. All shelter surfaces shall be wiped down at the conclusion of the power washing.

KIWANIS shall engage in a program of preventive maintenance. All paintable surfaces, if any, of each bus stop shelter shall be painted or otherwise coated as needed with weatherproof paint or coating material. All fluorescent bulbs, ballasts and photo-cells shall be replaced as needed to maintain a lighted shelter.

All bus stop shelters shall be repaired by KIWANIS. Broken panels, bent or broken roof support posts, broken display panels, burned out lights, faulty ballasts, malfunctioning photo-calls, or any damaged components of any shelter shall be replaced within seventy-two (72) hours of notification to KIWANIS, or during the weekly cleaning, whichever is earlier. KIWANIS shall commence repair of any hazardous situation as soon as practical, but in any event, within twenty-four hours after receipt of notification.

KIWANIS shall supply all replacement parts, which shall be of the same quality and type or better than those originally installed.

Repairs shall include the restoration and/or replacement of KIWANIS' identification sign or decal, if damaged.

(i) KIWANIS shall supply and pay for all charges for electrical service required for all advertising bus stop shelters. The CITY shall reimburse the reasonable, allocable and allowable direct costs of KIWANIS for any electrical connections, lighting and recurring electrical service charges for non-advertising bus stop shelters. When the CITY requests that a solar energy source be used to provide electrical power for any particular bus shelter, or when electrical service is not available within one hundred (100) feet of a bus shelter, the CITY shall reimburse KIWANIS for the reasonable, allocable and allowable direct cost of either any required solar panels, storage battery and related equipment, or the cost associated with the provision of electrical service beyond one hundred (100') feet. All such costs shall be subject to prior approval by the CITY before KIWANIS installs any component of the solar energy source or provision of electrical service.

(j) KIWANIS shall notify the CITY in writing within ninety (90) days from the start of the Agreement, whether maintenance will be handled by KIWANIS or whether it desires to subcontract the work. KIWANIS must supply the name, address and telephone number of the proposed subcontractor to the CITY.

KIWANIS shall post at each bus stop shelter location a 24-hour, 7-day a week phone number to ensure immediate response to any rider concerns or maintenance problems and keep a log of any phoned-in inquiries.

KIWANIS shall maintain a maintenance log. All maintenance, cleaning and repairs shall be recorded in the maintenance log; a copy of which shall be made available to the CITY at the end of each month and at any other time upon the CITY's request.

In the event the CITY, in its sole discretion, determines that a shelter or advertisement within a shelter, constitutes a hazard to persons, pedestrians, property or vehicular traffic or seriously disrupts the public right-of-way, KIWANIS shall remove the shelter or advertisement immediately upon receipt of written notice, but no longer than two (2) working days from receipt of such notice.

Section 4. Bus Benches and Shelters.

(a) KIWANIS shall be authorized to sell advertising to be placed upon the public benches and bus shelters; provided however, that there shall be no liquor or tobacco advertising, no political matter of any nature, no massage parlors, no adult book stores, no adult theaters, nor any advertising messages displaying obscene expressions, nor any advertising displaying adult escort services, or similar services, and CITY specifically reserves the right to approve or reject the subject matter of any advertising displayed and the copy or content of any sign or display. Any such advertising which is rejected, shall be removed and discontinued immediately by KIWANIS. If KIWANIS fails to do so upon forty-eight (48) hours written notice, then CITY may remove the sign (and bench or shelter).

(b) All advertising shall have a white background with lettering, trademarks and other designs being composed of not more than three (3) colors. Any such advertising signs shall be a maximum of twenty-four (24) inches by seventy-two (72) inches and shall be constructed of masonite or plywood with all illustrations, designs, arrows, characters, letters or other parts of the advertising placed thereon. Benches placed on the right-of-way shall not exceed seventy-four (74) inches in length, twenty-eight (28) inches in depth and forty-four (44) inches high. No bench shall be placed on the median of a divided highway or between the sidewalk and roadway. Any bench or shelter deemed by the Florida Department of Transportation to endanger life or property, will be duly noted and KIWANIS and the owner of such bench or shelter shall be given five (5) days to remove or relocate said bench. All benches or shelters not complying with this Agreement shall be removed by CITY, and all costs attendant thereto shall be paid by KIWANIS. Uniform Guidelines for Comfort and Convenience Benches adopted by the legislature of the State of Florida, Section 335.13, Florida Statutes - Regulation of Advertising Signs; Senate House Bill 830 - adopted May 24, 1974; or other applicable regulations, including but not limited to Chapter 14-20 of the Florida Administrative Code as adopted.

(c) The term of this Agreement shall be for a five (5) year period commencing on May 17, 2023 and ending on May 16, 2028. The parties may extend this agreement for two (2) additional five (5) year terms by written document executed by the parties. CITY may terminate this Agreement without cause on three hundred sixty-five (365) days' written notice to KIWANIS.

(d) KIWANIS shall indemnify and hold harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, suits, actions, damages, or causes of action arising from KIWANIS' performance pursuant to this agreement and from and against all costs, attorney's fees, expenses and liabilities incurred investigating, or defending any claim, action or proceedings brought against the CITY and from and against any orders or judgments which may be entered. The CITY shall notify KIWANIS within thirty (30) days of receipt of the CITY of any claim, suit or action against the CITY arising from the performance of KIWANIS, for which the CITY might be entitled to a claim against KIWANIS under the provisions of the agreement. KIWANIS shall have the right to have its insurance carrier or its own counsel defend any claim or action. CITY may not settle any claim under this clause without the written consent of KIWANIS or its insurance carrier. Nothing herein waives any sovereign or other immunity or rights of CITY as provided or permitted by law.

(e) KIWANIS agrees to indemnify, defend, and hold harmless the Florida Department of Transportation ("FDOT") from any suits, actions, proceedings, claims, losses, costs, charges, expenses, damages, liabilities, attorney fees, and court costs relating to the installation, removal, or relocation of such installations. KIWANIS acknowledges that CITY is required to annually certify to the FDOT that this indemnification requirement has been met, and agrees to assist the City, including providing any documentation requested by the City or FDOT in connection with such certification.

Within 60 days after written notice by FDOT that a bus bench or shelter installation is unreasonably interfering in any way with the convenient, safe, or continuous use of or the maintenance, improvement, extension, or expansion of the State Highway System road (or such shorter period provided herein upon notice from the CITY), KIWANIS agrees to remove or relocate, or cause the removal or relocation of, the installation at no cost to the CITY or FDOT.

KIWANIS agrees to carry public liability insurance in the amount of \$3,000,000.00 Bodily Injury, and \$ 3,000,000.00 Property Damage, with an Umbrella Form Bodily Injury and Property Damage combined of \$3,000,000.00, in order to protect KIWANIS, CITY, and FDOT from any claims resulting from injuries arising out of or related to the activities provided for in this Agreement. In addition, a Certificate of Insurance from KIWANIS shall be forwarded to CITY, naming CITY and FDOT as an additional insured. This insurance coverage shall be required to be renewed yearly, and insurance documents placed on file with CITY, and the policy shall require thirty (30) days' written notice of any cancellation, alteration, or non-renewal of the policy. In return for consideration of Ten Dollars (\$10.00), the acceptance of which is hereby acknowledged by KIWANIS, KIWANIS does hereby agree to defend, indemnify and hold harmless the CITY OF DEERFIELD BEACH, its employees and agents, from any and all liability, judgments, causes of action or obligations in any way related to the rights granted herein or the actions of KIWANIS pursuant to this Agreement. This Agreement shall be liberally construed in favor of CITY.

Advertiser's Professional (Errors & Omissions) Liability: KIWANIS shall maintain Advertiser's Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000.00 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$100,000.00, CITY reserves the right, but not the obligation, to request and review a copy of KIWANIS' most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, KIWANIS warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, changed to an Occurrence Form retroactive date advance, or any other event triggering the right to purchase a Supplemental Extended Reporting Period ("SERP") during the life of the contract, KIWANIS shall agree to purchase SERP with a minimum reporting period of not less than three (3) years. The requirement to purchase a SERP shall not relieve KIWANIS of the obligation to provide replacement coverage. KIWANIS shall agree to maintain Advertiser's Professional Liability for a period not less than three (3) years following the expiration of this contract. KIWANIS shall provide this coverage on a primary basis.

(f) CITY shall have the authority to adopt sign regulations which apply to all signs and benches and shelters to be erected pursuant to this Agreement. KIWANIS agrees to be bound by all said regulations, and its rights thereunder shall be subordinated to such regulations and laws. If changes are made to the Sign Code that restrict or prohibit any signs erected pursuant to this Agreement, the bus benches and shelters so erected shall be altered or removed to comply with these changes.

(g) All notices required in accordance with the terms of this Agreement shall be forwarded to the parties at the following addresses:

To CITY:

City Manager
City of Deerfield Beach
150 N. E. 2nd Avenue
Deerfield Beach, Florida 33441

To KIWANIS:

Kiwanis Club of Deerfield Beach
P. O. Box 1105
Deerfield Beach, Florida 33443

(h) In the event of the breach of any of the covenants of this Agreement by KIWANIS, and upon written notification by CITY to correct the same, if the condition complained of is not corrected by KIWANIS within fifteen (15) working days of said notice (or diligent efforts to correct are not begun if it is not capable of being cured within fifteen (15) days), CITY may elect to, and can without further notice, declare this Agreement breached and terminated and of no further legal force and effect. All benches and shelters shall be removed, if requested by CITY, at the conclusion of said period. If this is not done, then CITY may effect removal by its own means and charge the cost to KIWANIS who will pay any invoice within thirty (30) days of notice. All bus benches and shelters shall become the property of the CITY.

Upon termination of the Agreement for the convenience of the CITY prior to the end of the term, the CITY shall purchase from KIWANIS any or all of the then existing and

advertising bus shelters installed, free and clear of liens and encumbrances of any nature. KIWANIS shall calculate the unamortized cost of each shelter at the cost of construction less depreciation as outlined below

The cost of construction less depreciation (i.e., unamortized cost) shall be defined as follows:

a. The cost of any purchased materials currently in KIWANIS' inventory and any construction and installation cost of advertising shelters, including applicable sales taxes, relating to the construction of advertising shelters;

b. Less the depreciation of the advertising shelters using a straight-line basis based on an annual rate of depreciation of ten percent (10%) and calculated on a daily basis from the date of completion of each shelter through and including the date of purchase by the CITY;

c. Net revenues defined as gross advertising revenues from the then existing advertising contracts as of the date of termination for the remainder of the term of those contracts, not to exceed one (1) year, LESS the monthly operating cost of KIWANIS for the month preceding the termination notice for the same number of remaining months as remain on the advertising contracts not to exceed one (1) year;

d. The reasonable cost of settling and paying the costs arising out of the termination including costs related to closing its field office and any costs related to the termination and settlement of all orders and subcontracts relating to the performance of the terminated work. Except as expressly provided herein, no other costs shall be included in the calculation of the cost of construction less depreciation.

The unamortized cost shall be submitted by KIWANIS to the CITY in the form of an acceptable invoice, and shall be subject to CITY audit consistent with generally accepted accounting principles. All costs and expenses included in the unamortized cost calculation set forth in this Article shall be limited solely to costs and expenses incurred by KIWANIS in its performance of this contract. Similarly, all references to revenues shall be limited solely to revenues earned by KIWANIS in its performance of this contract.

KIWANIS is, and shall be, in the performance of all work services and activities under this contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this contract, shall at all times, and in all places, be subject to KIWANIS' sole discretion, supervision, and control. KIWANIS shall exercise control over the means and manner in which it and its employees perform the work, and in all respects KIWANIS' relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

(i) The CITY shall not be liable to KIWANIS for any loss of advertising revenue, business damages or other damages or costs whatsoever that arise from installation of a bus shelter for any reason under this contract.

(j) With the permission of CITY, KIWANIS may remove and relocate a bus stop shelter from a location for reasons of excessive vandalism, the development of the adjacent property by a private contractor, or other mutually acceptable reasons. Damage

from vandalism will be deemed excessive when the cumulative cost to repair the damage in any consecutive twelve (12) month period exceeds fifty percent (50%) of the cost of replacement.

(k) In no event shall KIWANIS have a cause of action for damages against CITY for a breach of this Agreement; in case of such a breach KIWANIS' sole remedy shall be for specific performance or injunction. This agreement shall create no rights to third parties not signatories hereto.

(l) Nothing herein shall serve to abrogate vested rights granted to third parties by Broward County in areas annexed to the CITY subsequent to September 1, 1999.

In the event that any bus stop shelter is damaged by any peril other than vandalism, KIWANIS shall replace such bus stop shelter within sixty (60) days from the date the shelter was damaged.

(m) In the event a bus bench or bus shelter installed pursuant to this Agreement is not in compliance with applicable laws or regulations, including but not limited to the ADA, if the location where such bus bench or shelter is installed would be in compliance but for the installed bus bench or shelter, KIWANIS shall either (i) hire a properly licensed and insured contractor to bring such bus bench or shelter into compliance with applicable law, at KIWANIS's sole expense, or (ii) remove such bus bench or bus shelter.

Section 5. Notwithstanding anything to the contrary set forth above, where anything herein conflicts with the CITY sign code or any other provision of the CITY Code as now existing or as amended, the CITY sign code and CITY Code shall prevail. All benches, shelters, or signs that violate the CITY's sign code or CITY Code shall be deemed violative of this Agreement and shall be promptly removed by KIWANIS upon notice from the CITY at no cost to the CITY.

Section 6. KIWANIS agrees to comply with all of the requirements of the Florida Public Records Act. Specifically, KIWANIS shall:

(i) Keep and maintain public records required by the City to perform the service provided in the Agreement.

(ii) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(iv) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of KIWANIS or keep and maintain public records required by the City to perform the service. If KIWANIS transfers all public records to the City upon completion of the Agreement, KIWANIS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If KIWANIS keeps

and maintains public records upon completion of this Agreement, KIWANIS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF KIWANIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO KIWANIS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, EMAIL ADDRESS WEB.CLERK@DEERFIELD-BEACH.COM OR MAILING ADDRESS 150 N.E. 2ND AVE. DEERFIELD BEACH, FL 33441.

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**AGREEMENT BETWEEN
CITY OF DEERFIELD BEACH AND KIWANIS CLUB OF DEERFIELD BEACH, INC.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officials thereunto duly authorized, effective as of the date it is fully executed by both parties.

CITY OF DEERFIELD BEACH

ATTEST:

Heather Montemayor, City Clerk

Dave Santucci, City Manager

Date: _____

Approved as to Form and Legal Sufficiency
For Use and Reliance by the City of Deerfield
Beach Only:

Anthony Soroka, City Attorney

Witnesses:

Signature of Witness

Print Name: _____

Signature of Witness

Print Name: _____

**KIWANIS CLUB OF DEERFIELD
BEACH, INC., A Florida Not-For-Profit
Corporation**

By: _____
Aaron Ford, President

Date: _____

EXHIBIT "A"
BUS BENCH LOCATIONS

DEERFIELD LOCATIONS LIST

Thursday, May 11, 2023 1:46:09 PM

TOTAL LOCATIONS FOR DEERFIELD 105

KC - 3029	E. HILLSBORO BLVD.-NE 9 AVE-N/S-W. OF PERCY WHITE LIBRARY
KC - 3032	E. HILLSBORO BLVD.-NE 6 AVE-NECR
KC - 3033	E. HILLSBORO BLVD.-E. OF NE 3 AVE-NECR
KC - 3036	E. HILLSBORO BLVD.-160 BLK-SWCR-FR TIRE KINGDOM-BS
KC - 3038	W. HILLSBORO BLVD.-DIXIE HWY-NECR-E. OF RR TRACK-BS
KC - 3044	W. HILLSBORO BLVD.-NW 1 AVE-FR.-POP'S FISH MKT.
KC - 3045	W. HILLSBORO BLVD.-SW 1 TERR-SWCR-BS
KC - 3046	W.HILLSBORO BLVD-SW 2ND TERR-SW CR.-BS
KC - 3048	W. HILLSBORO BLVD.-SW 3 AVE-SECR-FR.ADVANCE AUTO-BS
KC - 3049	W. HILLSBORO BLVD-NW 2ND AVE-NW CORNER
KC - 3050	W HILLSBORO BLVD.-NW 3 AVE(ML KING BLVD.)NECR-BS
KC - 3054	W HILLSBORO BLVD.-FAIRWAY DR-NECR-BS-OPP. HILLS. GARDENS
KC - 3056	W. HILLSBORO BLVD.-NATURA BLVD.-2 BLKS E. OF I-95-SECR
KC - 3060	W. HILLSBORO BLVD.-S/S-W. OF SW 12 AVE-FR MOBIL STATION--BS
KC - 3061	W. HILLSBORO BLVD.-W.OF SW 12 AVE-N/S- FR. CHEVRON
KC - 3062	W. HILLSBORO BLVD.-S/S-E. OF GOLLSBY RD.-FR COURTHOUSE-BS
KC - 3068	W. HILLSBORO BLVD.-LOCKE RD.-FR. BANK OF AMERICA-N/S
KC - 3070	W HILLSBORO BLVD.-E. OF MILITARY TRAIL-S/S-FR.DUNKIN DONUTS
KC - 3088	W HILLSBORO BLVD.-N/S-E OF DRIVEWAY-FR 2151 BLDG-BS
KC - 3090	W HILLSBORO BLVD.-N/S-2215 BLK-BS-ENT SHOPPES OF HILLSBORO
KC - 3092	W. HILLSBORO BLVD.-DEER CREEK BLVD.-NWCR-BS
KC - 3099	W. HILLSBORO BLVD.-COUNTRY CLUB BLVD.-NWCR-BS
KC - 3100	W. HILLSBORO BLVD.-SW 34 AVE-SECR-BS
KC - 3101	W. HILLSBORO BLVD.-N/S-3400 BLK-FR PDQ-BS
KC - 3106	W. HILLSBORO BLVD.-S/S-1/2 BLK E OF POWERLINE RD.-BS
KC - 3110	W. HILLSBORO BLVD.-1000' W. OF POWERLINE RD.-N/S-BS
KC - 3111	W. HILLSBORO BLVD.-MALL RD.-NWCR-BS
KC - 3112	W. HILLSBORO BLVD.-41ST WAY-NWCR-BS

DEERFIELD LOCATIONS LIST

Thursday, May 11, 2023 1:46:09 PM

KC - 3113	W. HILLSBORO BLVD.-43RD AVE.-N/SIDE-BS
KC - 3114	W. HILLSBORO BLVD-43RD AVE.-S/SIDE-BS
KC - 3116	W. HILLSBORO BLVD.-MALL RD.-SECR-FR. TACO BELL
KC - 3117	W. HILLSBORO BLVD-W.OF NW 45 AVE-N/S-BEFORE TURNPIKE-BS
KC - 3118	W. HILLSBORO BLVD-W.OF NW 45 AVE-S/S-BEFORE TURNPIKE-BS
KC - 3160	227 NW 2ND ST.-NW 2ND TERR-FR.FOCAL POINT
KC - 3167	WILLI BRYANT ST(SW 4TH ST-SW 2ND TERR.-FR. PINEVIEW CEMETARY
KC - 3168	SW 3 AVE-40' S. OF HILLSBORO BLVD.-W/S-FR. MCDONALD'S
KC - 3170	SW 3 AVE-W/S-FR BNAI BRITH APTS.-BS PULLOVER
KC - 3170-A	SW 3 AVE-SW 2 ST-WS-FR WESTSIDE PARK
KC - 3172-A	S. DIXIE HWY-NE 49TH ST-NW CR-BS
KC - 3173	S. DIXIE HWY.-SW 15 ST.-SWCR-BS
KC - 3174	S. DIXIE HWY-150' N. OF SW 15 ST-E/S-BS
KC - 3176	S. DIXIE HWY-SW 13 PL-E/SIDE-BS
KC - 3177	S. DIXIE HWY.-SW 11 ST.-SWCR-BS
KC - 3178	S. DIXIE HWY-SW 9 ST-NECR
KC - 3180	S. DIXIE HWY-SW 7 ST-E/SIDE-BS
KC - 3181	S. DIXIE HWY.-SW 7 ST.-SWCR-BS
KC - 3181-A	S. DIXIE HWY.-SW 5 CT.-NWCR-BS
KC - 3182	S.DIXIE HWY-SW 4TH STREET-NE CR.-BS
KC - 3419	MILITARY TRAIL-(NW 9 AVE)-1/2 BLK N OF SAMPLE RD.-E/S
KC - 3489	MILITARY TRAIL-600' S. OF SW10TH ST-W/SIDE
KC - 3514	NE 3RD AVE-100' N. OF SAMPLE RD-E/S-BS
KC - 3515	E.SAMPLE RD-100' W. OF DIXIE HWY-N/S-BS
KC - 3516	E.SAMPLE RD-501 BLOCK-N/S-BS
KC - 3517	E. SAMPLE RD-E. OF NE 3RD AVE-N/S-BS
KC - 3518	W.SAMPLE RD-N/S-50'W. OF NW 5 AVE-BS
KC - 3519	W. SAMPLE RD.-50' W. OF MILITARY TRAIL-N/S-BS-1ST BENCH
KC - 3521	W. SAMPLE RD.-1/4 MILE W. OF MILITARY N/S-2ND. BENCH

DEERFIELD LOCATIONS LIST

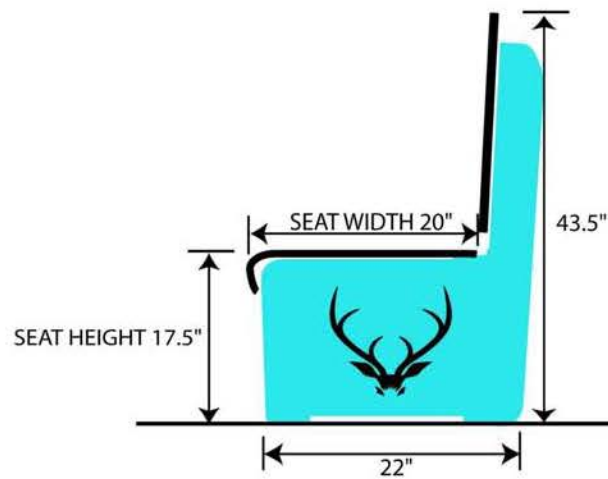
Thursday, May 11, 2023 1:46:09 PM

KC - 3522	W. SAMPLE RD.-N/S-W. OF 1800 BLK-OPP.COSTCO
KC - 3523	W SAMPLE RD.-N/S-2001 BLK.-E. OF POWERLINE-BS
KC - 3525	W. SAMPLE RD.-100' W. OF POWERLINE RD.-N/SIDE-BS
KC - 3526	W. SAMPLE RD.-2ND BS W. OF POWERLINE-N/SIDE
KC - 3527	W. SAMPLE RD-1 BLK W. OF POWERLINE-N/S-FR.HESS
KC - 3596	N. FEDERAL HWY-W/S- N. OF HILLSBORO & ELLER BLDG-FR VACANT LO
KC - 3597	N. FEDERAL HWY-E/S-200 BLK-NECR AT LIGHT-BS
KC - 3598	N. FEDERAL HWY.-W/S-200' N. OF HILLSBORO BLVD-FR. VERIZON
KC - 3600	S. FEDERAL HWY-HILLSBORO BLVD.-SWCR-BS
KC - 3601	S. FEDERAL HWY-SE 2 CT-NECR-FR. STARBUCKS-BS
KC - 3602	S. FEDERAL HWY-SE 2 CT-NWCR-FR REGIONS BANK-BS
KC - 3603	S. FEDERAL HWY-E/S-400 BLK-FR. CHURCH-BS
KC - 3604	S. FEDERAL HWY-SE 4TH CT-SWCR.-FR. SAY FITNESS-BS
KC - 3605	S. FEDERAL HWY-E/S-504 BLK-BS
KC - 3606	S. FEDERAL HWY-500' S. OF SE 5 CT.-W/SIDE-BS
KC - 3607	S. FEDERAL HWY-E/S-700 BLK-BS
KC - 3608	S. FEDERAL HWY-50' N. OF SE 10 ST.-W/SIDE-BS
KC - 3609	S. FEDERAL HWY-SE 10TH ST.-1000' N. OF NECR-BS
KC - 3610	S. FEDERAL HWY-S. OF SE 10TH ST.-FR.WALGREENS-W/S-BS
KC - 3611	S. FEDERAL HWY-E/S-1100 BLK.-FR. HOLY CROSS MED. GROUP
KC - 3612	S.FEDERAL HWY-1215 BLK-W/S-FR. BUFFALO WILD WINGS
KC - 3613	S. FEDERAL HWY-75' N. OF SE 13 CT-E/SIDE-BY TARGET
KC - 3614	S. FEDERAL HWY-W/S-1351 BLK-W/S-FR.HYUNDAI
KC - 3616	S. FEDERAL HWY-W/S-1400 BLK-FR KING TOYOTA-BS
KC - 3702	POWERLINE RD.-HILLSBORO BLVD.-SWCR
KC - 3703	POWERLINE RD.-E/S-1/2 BLK S OF HILLSBORO-OPP. DEERFIELD MALL-BS
KC - 3704	S. POWERLINE RD.-W/S-2ND CT.-BS
KC - 3705	S. POWERLINE RD.-E/S-312 BLK.-BS
KC - 3706	POWERLINE RD.-SW 4 ST-NECR-BS

DEERFIELD LOCATIONS LIST

Thursday, May 11, 2023 1:46:09 PM

KC - 3708	POWERLINE RD.-SW 4 ST-WESTSIDE
KC - 3709	S. POWERLINE RD.-WEST DRIVE-NECR
KC - 3711	POWERLINE RD.-W/S-S. OF WEST DR.-BS
KC - 3712	N. POWERLINE RD.-SW 10 ST-N. OF NECR-FR MINI WAREHOUSE
KC - 3713	N. POWERLINE RD.-SW 10 ST-100' S. OF SWCR
KC - 3716	POWERLINE RD.-E/S-100' S OF 11 ST-BS
KC - 3717	POWERLINE RD.-SW 14 ST-NECR
KC - 3719	POWERLINE RD.-50' S. OF SW 15TH ST.-W/S-BS
KC - 3720	S. POWERLINE RD.- 1000' S.OF SW 15 ST-E/S-BS
KC - 3722	POWERLINE RD.-1000' N. OF GREEN RD.-E/SIDE-BS
KC - 3727	POWERLINE RD.-W/S-300' S. OF GREEN RD.-BS
KC - 3729	POWERLINE RD.-W/S-JUST N. OF NW 44TH ST.-BS
KC - 3730	POWERLINE RD-NW 44 ST-NE CORNER
KC - 3732	N. POWERLINE RD.-E/S-50' N. OF NW 40 CT-BS
KC - 3733	POWERLINE RD.-150' N. OF 40TH CT.-W/SIDE-BS
KC - 3734	POWERLINE RD.-NW 39TH ST.-E/SIDE-BS
KC - 3734-A	N. POWERLINE RD-E/S-2ND BS N. OF SAMPLE
KC - 3735	POWERLINE RD.-E/S-200' N. OF SAMPLE RD.-BS
KC - 3737	POWERLINE RD.-W/S-1 BLK. N. OF SAMPLE RD.





City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1874

Agenda Date: 5/16/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a license agreement with Cellco Partnership d/b/a Verizon Wireless for approximately 246 square feet of ground space for the placement of communications equipment in Ecdar Park located at 1901 SW 15th Street; authorizing execution of the License Agreement; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Account Name: Telecom Tower Agreements/Permits, Fees & Spec. Assm./Franchise Fees
Account Number: 001-0000-323-95-00

Background/History

The City has leases with cellular providers for a 98' monopole (tower) and equipment cabinet space at Ecdar Park, 1901 SW 15th Street. The tower and related activities are located in an area in the rear (northeast) of the park, adjacent to the railroad track and next to commercial area. They are in an area that is enclosed in a fence and separate from the traditional recreational activities of the park. Originally, on March 3, 1998, Sprint PCS had a Tower License Agreement with the City which Sprint ultimately assigned the agreement to SBA which allowed for the placement and installation of cabinet space and the cellular tower in that area.

Current Activity

The Tower License Agreement allows SBA, as the Licensee, to enable Joint Users to co-locate on its tower and within the Tower Site. The City has received a request from SBA and Verizon to lease and/or license a currently vacant portion of property located within Ecdar Park, that is approximately 246 square feet (20 feet 8 inches x 11 feet 11 inches) as ground space to enable Verizon to co-locate on SBA's tower with the understanding SBA will enter into a license agreement with Verizon subject to Verizon committing to all the terms, conditions, and obligations imposed on Joint Users under the Tower License Agreement. Verizon desires to construct a concrete pad on which they would place equipment (consolidated equipment cabinet, cable bridge and a diesel generator) and co-locate Verizon's antennas on the SBA cellular tower. SBA is supportive of Verizon's request. To facilitate the request, staff proposes consideration of the attached License Agreement with Verizon, who would have responsibility for preparing, permitting and construction of all necessary work. The site plan, Tower Elevation and Antenna Plan is attached.

Staff proposes entering into the attached license agreement with CELLCO PARTNERSHIP, a Delaware general partnership d/b/a Verizon Wireless, for the use of 246 square feet of ground space for placement of Tenant's base station equipment. The proposed term will be coterminous with the Tower License Agreement Extension executed in March of 2014 between the City and SBA. Any renewals will be contingent upon the underlying Tower License Agreement and Extension Agreement being renewed by SBA and the City. The proposed compensation would be \$300 per month following the effective date, with an annual 3% increase applicable to the monthly lease payments.

Following Commission approval, Verizon plans to develop specific construction drawings, permit and install the equipment. Staff recommends approval.

Recommendation

It is recommended that the Commission consider the proposed license agreement.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A LICENSE AGREEMENT WITH CELCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR APPROXIMATELY 246 SQUARE FEET OF GROUND SPACE FOR THE PLACEMENT OF COMMUNICATIONS EQUIPMENT IN ECIDAR PARK LOCATED AT 1901 SW 15TH STREET; AUTHORIZING EXECUTION OF THE LICENSE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 3, 1998, the City and Sprint, PCS (“Sprint”) entered into a Tower License Agreement (the “Agreement”), whereby the City leased to Sprint a portion of City property within Ecidar Park located at 1901 SW 15th Street, containing approximately 2,000 square feet (the “Tower Site”) with the right of access and a right to install utility service; and

WHEREAS, Sprint assigned the Agreement to SBA 2012 TowerCo Assets, LLC (“SBA”) evidenced by that certain Assignment and Assumption of Lease dated September 23, 2008 whereby SBA (“Licensee”) assumed the use of the property for the Tower Site and replaced Sprint as the current license holder; and

WHEREAS, Licensee has advised the City that Verizon Wireless will be a tenant and desires to co-locate on Licensee’s Tower Site, which is permitted under the Agreement, with Verizon being considered as a Joint User and Licensee and Verizon will enter into a tenant lease for the tower space; and

WHEREAS, in order for Verizon to co-locate on Licensee’s tower, Verizon desires to occupy a vacant portion of property that is approximately 246 square feet (20 feet 8 inches by 11 feet 11 inches) within Ecidar Park (the “Park”) as ground space to construct a concrete pad on which it would place a consolidated equipment cabinet, cable bridge and a diesel generator), which is outside of the current ground space within the SBA Tower Site; and

WHEREAS, as consideration for the City’s consent to allow Verizon to license this additional ground space, Verizon has agreed to enter into a License Agreement with the City, attached as Exhibit “1”, (the “License Agreement”) for placement of its equipment in the Park for an initial term commencing upon full execution of the License Agreement and expiring June 8, 2023 with renewals contingent upon the renewal options of the SBA Tower License Agreement Extension; and

WHEREAS, in accordance with the License Agreement, Verizon will pay a monthly license fee of \$300 per month following the effective date, with an annual three percent (3%) increase applicable to the monthly lease payments; and

WHEREAS, City staff recommends approving and authorizing execution of the License Agreement, attached as Exhibit “1,” to allow for the use of the ground space by Verizon.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the License Agreement with Verizon, attached as Exhibit “1,” to allow Verizon use of the approximately 246 square feet of property described in Exhibit “A” of the License Agreement.

Section 3. The City Commission hereby authorizes the City Manager to execute the License Agreement, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

LICENSE AGREEMENT FOR PLACEMENT OF TOWER COMMUNICATION EQUIPMENT

THIS LICENSE AGREEMENT (the "LA") is made and entered into as of the ____ day of _____, 2023, by and between the City of Deerfield Beach, a Florida municipal corporation ("City") and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless ("Verizon").

W I T N E S S E T H:

WHEREAS, City is the owner of Ecidar Park located at 1901 SW 15th Street (hereafter "Park"); and

WHEREAS, City encourages the location of communication towers and antennas on City property, multiple antennas on the same towers so as to minimize the number of towers necessary to provide the new services; and

WHEREAS, City also encourages the co-location of wireless providers as a means of reducing the proliferation of towers in the City; and

WHEREAS, on March 3, 1998, City and Sprint PCS (the "Original Licensee") entered into a Tower License Agreement (the "Agreement") as evidenced by that certain Memorandum of Tower License Agreement recorded July 16, 1998 in Official Records Book 28577, Page 0681 of the Public Records of Broward County, Florida, which permitted the Original Licensee to lease a portion of the City's property containing approximately 2,000 square feet (the "Tower Site"), a copy of the Agreement is attached as Attachment "1" and incorporated herein by reference; and

WHEREAS, the Original Licensee ultimately assigned the Agreement to SBA 201 TowerCo Assets, LLC ("SBA") which was evidenced by that certain Assignment and Assumption of Lease dated September 23, 2008 and recorded October 7, 2008 as Instrument No. 108187522 in Official Records Book 45734, Page 1426 of the Public Records of Broward County, for SBA's use of a portion of the real property located in the Park; and

WHEREAS, in accordance with the Agreement, SBA is authorized to license Joint Users space upon the Tower and within the Tower Site to enable the Joint User to maintain and operate its communication system; and

WHEREAS, Verizon has requested to have its facilities located on the Tower and the Licensee has contacted the City regarding such request which includes Verizon's desire to lease approximately 246 square feet of a vacate portion of the City property for the purpose of constructing a concrete pad on which it would place equipment enabling Verizon to co-located Verizon's antennas on the Licensee's tower (the "Ground Space"); and

WHEREAS, the use of the Ground Space is not within the current area utilized by SBA and requires a separate agreement with Verizon; and

WHEREAS, the parties desire to set forth in this LA the terms and conditions of their relationship.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Premises and Use: City grants to Verizon a license to use the Ground Space, on and around the Tower and the adjoining Premises as more specifically depicted on the attached Exhibit "A" which includes the Site Plan, Tower elevation and Antenna Plan. Said licensed premises shall be specifically utilized for the location of Verizon's equipment, consolidated equipment cabinet, cable bridge and diesel generator (the "Antenna Facility"), together with the non-exclusive right of reasonable access thereto to appropriate utility sources.

The Antenna Facility will be used by Verizon solely for the purpose of installing, removing, replacing, maintaining and operating, at its sole expense, a personal communications service system facility ("PCS"), as described in Exhibit "A", which will be co-located on SBA's Tower pursuant to the Agreement, and Verizon shall be bound by the terms and conditions of the Agreement as Verizon is considered a Joint User under the Agreement.

It is hereby understood and agreed to by Verizon, that the use of the Ground Space is exclusively for use by Verizon, and no other entity. However, the City reserves the right to utilize the premises for other public purposes and may allow agree to use of the area with prior written notice to Verizon consistent with the terms and conditions of the Agreement.

2. Tower Siting Agreement Between City and SBA. Verizon hereby acknowledges and agrees that it shall be bound by all terms and conditions of the Tower Siting Agreement dated March 3, 1998 and any amendments thereto, as if such terms and conditions were more expressly set forth in this LA. The March 3, 1998 Agreement and any amendments thereto are attached as Attachment '1' and incorporated by reference.

3. Term and Renewals: The Term of this LA (the "Initial Term") shall commence on the date the LA is fully executed by the City (the "Effective Date") and shall expire on June 8, 2023 unless the underlying Agreement between City and SBA is renewed in accordance with Section 2 of the March 18, 2014 Tower License Agreement Extension ("Agreement Extension"). This LA may be renewed coterminous with the Additional Renewal Terms set forth in the Agreement Extension. If the Agreement Extension is not renewed, then this LA shall automatically terminate. In the event that Verizon does not renew its agreement with SBA, then Verizon shall provide City with prior notice of its intent not to renew its agreement with SBA, and this LA will terminate upon receipt of said notice.

4. License Fee: A License Fee shall be due on the License Fee Start Date and paid monthly. The License Fee Start Date shall be the Effective Date of this LA. The License Fee shall be \$300 per month with an annual 3% increase applicable to the monthly lease payments. The License Fee for the Renewal Period shall be at the prevailing industry market rental rate.

5. Improvements and Changes: Subject to prior written consent by City, which consent shall not unreasonably be withheld, Verizon may, at its expense, make such improvements and changes on the Site as it deems necessary from time to time, consistent with the operation of a transmitter site for PCS wireless communications and/or its routine maintenance and repairs, provided such improvements and changes result in no interference with rights of others at the Site, including but not limited to telecommunications companies which co-locate equipment on the Site.

Upon termination of this LA or the Agreement, Verizon shall remove its equipment and improvements and will restore the site to the condition existing on the commencement of this LA, ordinary wear and tear excepted. Verizon shall post a \$_____ removal bond with the City, to secure removal of the Antenna Facility and improvements thereon, should Verizon fail to remove same and restore the Ground Space as required herein.

7. Compliance with Laws: Verizon will substantially comply with all applicable laws relating to its possession and the use of the Site.

8. Utilities and City Engineer Approval: Verizon will pay for and provide all its own utilities requirements used by it at the Site. Proposed access to all utilities shall be subject to the approval of the City Engineer.

9. Indemnity and Insurance: In consideration of the City's grant of a license to Verizon, Verizon agrees to defend, indemnify and hold harmless, the City, its affiliates, officers, agents, servants and employees, against all loss, liability, cost and expense, including reasonable attorneys' fees, incurred by City on account of or arising from Verizon's use of the Licensed Property or activities thereon. Verizon, upon notice from City, shall resist and defend at Verizon's expense any such actions or proceedings by counsel reasonably satisfactory to City. Nothing in this License Agreement shall be construed to affect in any way the Licensor's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in §768.28, Florida Statutes.

Insurance: Verizon will provide Insurance as set forth in the Agreement.

10. Mechanics Liens: Verizon will not permit any mechanic's lien (for labor and/or materials) to be placed upon the Site or any portion thereof. In the event such lien is claimed against the Site, Verizon shall discharge same within fifteen (15) days of notice or provide City with a surety bond issued by a surety company reasonably satisfactory to the City, protecting City from any losses resulting from nonpayment of such lien claim and further shall indemnify and save harmless the City from and against any and all costs, expenses, claims, losses, or damages, including reasonable counsel fees. In the event Verizon fails to discharge or otherwise remove any such liens, the City, at its option, may discharge the same without saving any rights or remedies. Any amount paid by the City for any of the aforesaid purposes.

11. Care of the Site by Verizon: Verizon shall, at its own cost and expense, repair any damage done to the Site, the Premises upon which the Site is located, or any part thereof including replacement of damaged portions or items, where such damages are caused by Verizon or its agents, employees, invitees or visitors. Verizon agrees to make all such repairs as may be required to restore the Site or Premises to as good a condition as it was prior to such damage. If Verizon fails to make such repairs or replacements promptly, the City may, at its option make such repairs or replacements and charge the cost thereof to Verizon.

12. Assumption of Risk: The City shall not be liable to Verizon or its licensees, agents, employees or guests, their successors or assigns, for any loss, injury or damage to persons or property by any cause whatsoever, including, but not limited to, acts or omissions of any other co-licensee on the Premises or occasioned by or through the acts or omissions of persons occupying an adjoining Site or any part of the Premises adjacent to or connected with the Site or any part of the buildings located on the Site. Verizon expressly assumes all liability for or on account of any such injury, loss, or damage to persons or property upon the Premises, nor shall City be responsible or liable to Verizon for any loss or damage resulting from failure or defects, whether or not within the control of the City, nor from any force majeure, strikes, riots, acts of God, labor or material shortages, war, or any other cause whatsoever beyond the control of the City.

13. Termination: Notwithstanding Paragraph 3 herein, the following shall be applicable:

(A) This LA may be terminated at any time by Verizon without further liability on 180 days' written notice to City as provided herein. Upon termination all prepaid rent shall be retained by City if Verizon is in default or if there is interference with other facilities.

(B) This Agreement may be terminated at any time by City upon 180 days' written notice by City to Verizon, if City, in the exercise of its reasonable discretion, determines (i) that there exists a higher and better use for the Ground Space; (ii) that the Verizon installation is inconsistent with the said proposed use; and (iii) the City

reasonably believes that removal of the Verizon Antenna Facility is necessary under the circumstances.

14. Default and Right to Cure:

(A) Each of the following shall be considered an event of default:

- 1) Any material misrepresentation, written or oral, made by Verizon to City.
- 2) Failure by Verizon to perform timely and/or strictly observe any or all of the covenants, rules, regulations, guidelines or terms conditions of this LA and the Agreement reference in Paragraph 2, including but not limited to payment of the License Fee

(B) If there occurs and Event of Default by Verizon in addition to other remedies available to City at law or equity, City shall have the option to terminate this LA and all rights of Verizon hereunder. In addition, City shall have the right upon prior written notice to Verizon to require Verizon to remove the Antenna Facility located on the Ground Space and restore the Ground Space to its former condition, reasonable wear and tear excepted.

15. Assignment: There shall be no assignment or transfer of the rights under this LA without prior written consent of City; provided, however, Verizon may assign without City's prior written consent to any party controlling, controlled by or under common control with Verizon or to any party which acquires substantially all of the assets of Verizon which consent shall not be unreasonably withheld. This LA shall be binding and inure to the benefit of Verizon, its successors and, to the extent noted above, assigns.

16. Complete Agreement: This LA, together with the Attachments and Exhibits attached hereto, contains the entire agreement and understanding between the parties. There are no understandings, terms, or conditions and neither party has relied on any representation, express or implied, not contained in this LA, Attachments or Exhibits attached hereto. All amendments must be in writing and executed by both parties. All prior understandings, terms or conditions are deemed to be merged in this LA.

17. Governing Law: This Agreement is governed by the laws of the State of Florida. Venue for any dispute arising out of this Agreement shall be the state and federal courts of Broward County, Florida.

19. Notices: All notices, objections, or other communications between the parties must be in writing and are effective when deposited in the U. S. mail, sent by

registered or certified mail, return receipt requested, hand delivery, or Federal Express (or other courier service), as follows:

To Verizon: _____

To City: David Santucci, City Manager
150 NE Second Avenue
Deerfield Beach, Florida 33441

Copy to: Anthony C. Soroka, City Attorney
Weiss Serota Helfman Cole Bierman
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431

19. Severability: If any provision of this LA is invalid or unenforceable with respect to any party, the remainder of this LA or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this LA will be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have made and executed this License Agreement on the respective dates under each signature:

CITY OF DEERFIELD BEACH, a municipal
corporation of the State of Florida

BY: _____
BILL GANZ, MAYOR
Date: _____

ATTEST:

HEATHER MONTEMAYOR,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY for the
use and reliance of the City of
Deerfield Beach, Florida, only.

ANTHONY C. SOROKA, CITY ATTORNEY

**LICENSE AGREEMENT FOR PLACEMENT OF TOWER
COMMUNICATION EQUIPMENT**

CELLCO PARTNERSHIP, d/b/a VERIZON
WIRELESS

By: _____
Name _____
Title _____
Address: _____
City, State, Zip _____
Date: _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

ATTACHMENT 1
TOWER SITING AGREEMENT DATED MARCH 3, 1998 AND TOWER
LICENSE AGREEMENT EXTENSION DATED MARCH 18, 2014

EXHIBIT A
SITE PLAN, TOWER ELEVATION AND ANTENNA PLAN

TOWER LICENSE AGREEMENT

This Tower Site License Agreement ("Agreement") entered this 3rd day of March, 1998, between the **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, whose address is 150 N.E. Second Avenue, Deerfield Beach, Florida 33441-3598 (hereinafter referred to as "**Owner**" or "**City**") and **SPRINT PCS**, a Florida corporation, whose address is 2750 North Federal Highway, Fort Lauderdale, Florida 33306 (hereinafter referred to as "**LICENSEE**").

RECITALS:

Owner is the fee simple owner of certain real property ("Owner's Property"). **Owner's** Property is more particularly described on Exhibit "A"; and

LICENSEE desires to obtain a lease from **Owner** of a portion of **Owner's** Property containing approximately 2,000 square feet (the "Tower Site), together with a right of access and a right to install utility service thereto (the "Access/Utility Easement"). Said Tower Space and Access/Utility Easement are more particularly shown on Exhibit "B", attached hereto and by reference made a part hereof, and collectively identified as the "Licensed Property" within the access easement subject to modification by the **CITY** provided reasonable access is provided; and

Pursuant to this Agreement, **LICENSEE** may locate and construct a 100 foot above ground level ("AGL") monopole structure (hereinafter referred to as ("Tower") on the Tower Site in accordance with current industry standards and all applicable codes and regulations; and

In using the Licensed Property the parties hereto agree that the Tower will be designed to accommodate the co-location of certain other telecommunications operators and their respective equipment pursuant to independent-long-term Site Agreements with **LICENSEE** and the **CITY** and as approved by **LICENSEE** and the **CITY** from time to time, for use of the Tower and the Licensed Property. Those certain other telecommunications operators shall hereinafter be referred to collectively as "Joint Users"; and

LICENSEE shall, in good faith, seek to minimize any interference with the other Joint Users using the Tower Site and locating their respective associated equipment in the Licensed Property. This License is limited to the specific purposes set forth herein.

In consideration of the foregoing, the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, the undersigned parties acknowledge and agree as follows:

1. **RECITATIONS.** The above representations are true and correct and incorporated as binding parts of this Agreement.

2. **LICENSED PROPERTY.** **Owner** hereby grants a non-exclusive license to **LICENSEE**, and hereby accepts this license from **Owner**, of a portion of **Owner's** Property consisting of approximately 2,000 square feet (the "Tower Site"), together with a right of access and

a right to install utility service thereto (the "Access/Utility Easement"). The CITY may modify the Access/Utility Easement provided it substitutes a reasonable alternate access easement. Said Tower Site and Access/Utility Easement are more particularly shown on Exhibit "B", attached hereto and by reference made a part hereof, and collectively identified as the "Licensed Property".

A) Tower Space. LICENSEE may mount its various antennas at the 80 foot level of the Tower to enable LICENSEE to erect, maintain and operate said antennas as a part of its telecommunications system. The exact location between said elevations on the Tower will be determined by LICENSEE so as to avoid interference with any other approved Joint Users equipment, cables, lines, antennas and/or any other property located on the Tower.

B) Equipment Cabinet Space. LICENSEE shall install equipment cabinet(s) at the location of the Equipment Cabinet Space to shelter its communications equipment. The Equipment Cabinet Space shall be landscaped consistent with the City Code.

C) Access. Owner agrees that LICENSEE shall have the right to non-exclusive access to the Equipment Cabinet Space and the Tower Site 24 hours a day, 7 days a week, as may be required and mutually agreed with Owner to construct, install, operate, maintain and repair the Tower. Tower Site and LICENSEE'S Equipment, provided that said usage does not interfere with Owner's use, create a safety hazard, or materially interfere with use of neighboring communications facilities. LICENSEE may install appropriate protective devices to insure the safety of its equipment with the approval of the CITY, which approval shall not be unreasonably withheld.

D) Utility Service. LICENSEE shall be solely responsible for, and shall promptly pay all charges for utilities serving the Tower Site and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service and all applicable taxes resulting from the location of the Tower at the Tower Site. LICENSEE shall have an electric meter(s) installed at the Tower Site and have the right to run necessary utility lines and other electrical equipment as may be necessary.

E) Interference. In its use of the Licensed Property, LICENSEE shall be subject to the provisions of Section 18 hereunder which shall govern all license rights granted hereunder.

3. CONSTRUCTION OF TOWER AND TOWER SITE. The Tower shall be located within the Tower Site as may be required and as substantially shown in Exhibit "A", to accommodate LICENSEE and the Joint Users communication uses as specified herein. CITY does hereby grant LICENSEE the nonexclusive right for reasonable ingress and egress to City's Property seven (7) days a week, twenty-four (24) hours a day, for the installation of the Tower and construction of the Tower Site with the CITY determining, in its reasonable discretion, the location of such ingress and egress. In the event any public utility shall require any utility easements, CITY agrees to cooperate and grant such easement in a timely manner with LICENSEE in its efforts to obtain utility services to the Tower Site.

A) At no cost to **CITY**, **LICENSEE** shall construct the Tower and develop the Tower Site for the installation for current and future communication needs by **CITY**, **LICENSEE** and certain other third party users as further described herein.

B) **LICENSEE** shall prepare, at its expense, all necessary drawings which **CITY** shall have the right to approve in its reasonable discretion, and **LICENSEE** agrees to make and file all required applications to secure the proper zoning and/or site planning of the Tower and the Land as may be required for the use contemplated herein. **LICENSEE** will be responsible for any filing fee expenses that may be associated with the zoning and/or site plan procedure. In addition, **LICENSEE** shall have the right to file any applications for certificates, permits and other approvals that may be required by any federal, state or local authorities.

C) It is understood and agreed that **LICENSEE'S** obligations hereunder, and its use of the Licensed Property as provided herein, are contingent upon **LICENSEE** obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities for the construction of the Tower, and; upon **LICENSEE** not exercising its right of termination as contained in this Agreement.

D) For the first sixty (60) days subsequent to the execution of this Agreement, **CITY** shall permit **LICENSEE** free ingress and egress to the Tower Site to conduct surveys, radio propagation tests, making subsoil tests in the form of test borings and test pits of reasonable size and in required locations, and satisfying itself that any environmental hazardous material is not present at the Tower Site, and other activities of a similar nature, as **LICENSEE** may deem necessary, at the sole cost of **LICENSEE**. **LICENSEE** agrees to promptly repair any damage caused by its activities and agrees that said activities will be conducted in a manner that will not damage **CITY'S** Property. **CITY** shall provide and make available to **LICENSEE**, within ten (10) days of the effective date of this Agreement, copies of any and all past environmental audits, including but not limited to, soil and ground water reports and asbestos material surveys applicable to **CITY'S** Property. **CITY** shall advise **LICENSEE** in writing, to the best of the **CITY'S** knowledge, if the Land or any adjacent property has ever been used in the past for a gasoline station, dry cleaner, photo development, or any other type of business normally using various types of hazardous materials.

E) **LICENSEE**, at its sole cost and expense, shall cause the approved Tower and Tower Site work to be done and completed in a good, substantial and workmanlike manner, and in compliance with all legal requirements and current industry standards. **LICENSEE** shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the work. Upon the completion of the Tower in compliance with all applicable laws and regulations and inspection by the **CITY** (as may be required pursuant to the **CITY'S** building permit review process), the **CITY** agrees to issue a Certificate of Completion. **CITY** shall have no duty or obligation to inspect the work, but shall have the absolute right to do so and shall have the right (but not the obligation) to determine, in its sole reasonable discretion and at its expense, that the construction has been performed in accordance with the approved drawings and has been performed in the manner required by this section.

F) After completion of the Tower and Tower Site:

- i) **LICENSEE** may locate and install its antennas and other communications facilities and equipment, upon specifically designated portions of the Tower structure. **LICENSEE** shall be responsible for the cost of any required maintenance to its antennas and associated equipment. Said maintenance is to be performed by **LICENSEE**, or its contractors, in a workmanlike manner and all work is to be done in a manner consistent with **LICENSEE'S** high quality construction standard and in a state of good repair.
- ii) Any approved Joint Users, as defined herein, shall within 30 days from the issuance of the certificate of completion be able to locate their respective antennas and communications equipment unto the Tower and Tower Site, at their expense, pursuant to the terms of this Agreement and an executed independent license agreement(s) with **LICENSEE** and the **CITY** - provided said Agreement incorporates all restrictions and obligations set forth herein and is approved by **Owner**.

4. **TERM AND LICENSE FEE.** In consideration of **LICENSEE** constructing the Tower and the Tower Site improvements as specified herein, all at its expense and permitting the City to utilize the Tower, **LICENSEE'S** term and annual license fees shall be as follows:

A) The term of this Agreement (the "Initial Term") shall commence on the date **LICENSEE** signs this Agreement, or if **LICENSEE** signs first, the date **Owner** signs this Agreement. The Initial Term shall be the period of time from that date to the 5th anniversary of the Rent Start Date. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of five years each commencing on each five year anniversary of the Rent Start Date, unless **LICENSEE** provides **Owner** notices of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

B) The annual license payment shall be \$24,000, payable on May 1 of each year in advance. The annual license payment shall increase by 20% at the beginning of each renewal period (20% increase over the payment for the year immediately preceding each renewal period).

C) Time is of the essence in all payments.

5. **USE.**

A) Use of the Licensed Property by **LICENSEE** shall be for the sole purpose of installing, removing, replacing, maintaining and operating, at its sole expense, its communications equipment and uses incidental thereto, including **LICENSEE** antenna array on the Leased Property for the transmission of non-video sources only. Only a single Tower may be constructed on the Licensed Property. **LICENSEE** shall have the right to install, construct, repair, maintain, operate

or remove its **communications** equipment, including without limitation its equipment cabinet(s), transmitters, receivers, generators for emergency power, antennas and related equipment and support structures and trade fixtures ("**LICENSEE'S Equipment**"). Subject to the provisions of paragraph 10 herein, **LICENSEE** shall retain ownership of the Tower and title to **LICENSEE'S Equipment** shall be and remain solely in **LICENSEE**. All equipment, antenna support structures and trade fixtures placed on the Licensed Property, by **LICENSEE** are and shall remain the property of **LICENSEE** and shall not be deemed fixtures on the land. In the event that any modifications are needed to the Tower Site to accommodate **LICENSEE'S Equipment**, **LICENSEE** shall bear all costs associated therewith. **LICENSEE** shall submit plans and specifications to **Owner** for written approval prior to commencement of any modification. No use by **LICENSEE** may materially interfere with or hinder **CITY'S** use of the Tower Site or **CITY** property; **LICENSEE** shall use its best efforts to avoid any material interference with other communications equipment of other entities on the Tower and cooperate with other providers to mitigate any such interference. Notwithstanding the foregoing, it is acknowledged between the parties hereto that **LICENSEE** shall retain priority as to any other Joint User. **Nothing contained herein shall grant LICENSEE the right to use the Tower for purposes of transmitting, or in any way assisting in the transmission of video signals or functioning as part of a system which transmits or aids in the transmission of video signals.**

B) Plans, Specifications and Governmental Approvals. **LICENSEE**, at its own expense, shall prepare all plans and specifications required for **LICENSEE'S** expense, shall prepare all plans and specifications required for **LICENSEE'S** intended use and shall obtain all certificates, permits, licenses and other approvals required by any applicable federal state and local authorities (collectively, "Governmental Approvals") for the use of the Licensed Property. **Owner** shall have the right to approve, in **Owner's** reasonable discretion (consistent with City's use and desire to permit other use of the Tower Site and to consider aesthetic concerns), the plans and specifications for the installation of **LICENSEE'S Equipment** and any substantive modifications. Responsibility for obtaining permits remains solely with **LICENSEE** and **CITY** shall not be liable for any failure to obtain approvals.

LICENSEE shall maintain in a good state of repair and in good operating condition its antenna and transmitting and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. **LICENSEE** shall observe and comply with all applicable laws, statutes, ordinances, rules and regulations of the federal, state, and local governments and of all other governmental authorities, affecting **LICENSEE'S Equipment** or appurtenances thereto or any part thereof.

6. **USE BY JOINT USERS.**

A) Upon the issuance of the certificate of completion of the Tower Site, **LICENSEE** pursuant to this Agreement, will license to each Joint User space upon the Tower and within the Tower Site necessary to enable that Joint User to maintain and operate its communications system and for no other purposes as may be approved by **LICENSEE**. **LICENSEE** shall have the good faith obligation to permit co-location where feasible and pursuant to reasonable industry standards.

B) The exact locations upon the Tower and within the Tower Site will be determined by **LICENSEE** so as to avoid interference of each Joint User (which shall include **CITY**) with any other Joint User's telecommunications equipment, cables, lines, antennas and/or any other property located within the Tower Site and licensed premises, as may be applicable, and to most conveniently accommodate the shared use of the Tower and Tower Site by the Joint Users.

C) **CITY** pursuant to this Agreement, grants to **LICENSEE** and each Joint User permission to locate and attach their necessary transmitter equipment, transmission lines, cables, antennas, fixtures, and other associated equipment on the Tower and Tower Site, subject to the Joint User expressly committing to all terms, conditions, and obligations imposed herein on users of the Tower, including, but not limited to the insurance and indemnity requirements for the protection of the **CITY**, and all other obligation to the **CITY** and rights of the **CITY**. **LICENSEE** shall be responsible to the **CITY** for enforcing compliance with said obligations and rights. The provisions of this agreement shall be included within any license agreement between **LICENSEE** and any Joint User and a copy of said agreement will be provided to **CITY** promptly upon final execution by both parties. Any joint user shall be subject to all the limitations as imposed on **LICENSEE** hereunder.

D) Use of the Tower and Tower Site shall be subject to the terms and conditions of each respective Tower Agreement between **LICENSEE**, **CITY**, and each Joint User. Termination or cancellation of a Tower Agreement shall terminate that Joint Users right to access and use of the Tower and Tower Site as provided for herein without any liability by **CITY** to any Joint User.

E) No use of the Tower or Tower Site permitted by **LICENSEE** by any Joint User or **LICENSEE** shall interfere with the **CITY'S** use of the Tower, Tower Site, or any other **CITY** property, **CITY** function or operation.

F) Upon any termination, all joint user agreements by **LICENSEE** shall provide for such termination so as not to create any monetary or other liability for **CITY** to Joint Users and **LICENSEE** shall defend, indemnify and hold the **CITY** harmless from any such liability.

G) **LICENSEE** shall have the right to all revenue from joint users for lease of Tower space; the **CITY** shall be entitled to all revenues for use, license or lease by joint users of ground space.

7. **TOWER AND TOWER SITE ADMINISTRATOR.** In order to protect the integrity of the Tower and Tower Site, **LICENSEE** does hereby agree to act as the Tower and Tower Site Administrator to assure that any subsequent installation and/or maintenance performed on the Tower or Tower Site by **CITY** or any other Joint User, shall be done in a workman-like manner consistent with high quality construction standards. Prior to the commencement of any installation or maintenance work by any such other Joint User, that User shall submit detailed plans of the work to be performed to **LICENSEE** for its approval and **LICENSEE** shall have the option to approve the contemplated contractor prior to the commencement of any installation or maintenance. **LICENSEE** agrees to hold the **CITY** harmless and indemnify the **CITY** for its decisions in this regard and for any

negligent actions or omissions by **LICENSEE** in the administration or any interference caused by any user of the Tower or Tower Site.

A) It is the intent of the **CITY** and **LICENSEE** that the designed Tower capacity be reserved to accommodate the antennas, transmitters and equipment of **LICENSEE** and any other approved Joint User, and **LICENSEE** agrees to cooperate in good faith to reserve, protect and carry out such intent. Any necessary Tower studies shall be conducted at the requesting party's expense.

B) To the extent permitted by law, and as limited herein, **CITY** shall indemnify and hold harmless **LICENSEE** against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorney's fees and costs of litigation), resulting from or incurred by **LICENSEE** on account of or arising from **CITY'S** negligent use of the Tower Site or **CITY'S** property, or from any other activity permitted or caused by **CITY** in or about the Tower Site. **CITY**, upon notice from **LICENSEE**, shall resist and defend at **CITY'S** expense, any such actions or proceedings by counsel reasonably satisfactory to **LICENSEE**. This indemnity shall not apply to any claims arising from any negligent or intentional misconduct of the indemnified party or any third parties and shall be limited to the extent permitted by law. Further, this indemnity and hold harmless shall be limited to costs of repair and shall specifically exclude **LICENSEE'S** damages or other consequential damages of any kind whatsoever, including but not limited to, down time or lost profits or revenues, or the claims of any Joint User. Any independent claims of Joint User shall be specifically limited in the same manner as herein.

8. RIGHTS TO EQUIPMENT, CONDITION ON SURRENDER

A) **LICENSEE'S** antennas and equipment shall remain personal to and the property of **LICENSEE**. At the termination or expiration of this Agreement, **LICENSEE** shall have the right, but not the obligation to remove its antennas and/or equipment. If **LICENSEE** elects to remove its antennas and equipment, **LICENSEE** shall repair any damage caused by such removal, and shall otherwise surrender the Licensed Property at the expiration of the term, as same may have been extended, or earlier termination thereof, in good condition ordinary wear and tear, damage by fire and other casualty excepted. Any of **LICENSEE'S** equipment or other property that has not been removed from the Licensed Property at the time this Agreement is terminated shall be deemed abandoned by **LICENSEE** and **Owner** shall be free, at **LICENSEE'S** expense, to dispose of same in any manner **Owner** chooses and without any liability to **CITY** therefor and to charge **LICENSEE** for the cost thereof.

B) Any claims relating to the condition of the Licensed Property must be presented by **Owner** in writing to **LICENSEE** within thirty (30) days after the termination of this Agreement or discovery of said condition (whichever occurs later) or **Owner** shall be deemed to have irrevocably waived any and all such claims.

C) Upon termination of this Agreement by **LICENSEE** pursuant to paragraph __ herein, at **CITY'S** discretion, **LICENSEE** shall, within a reasonable period of time (i) remove the Tower

and other fixtures and, if necessary, restore the Leased Premises to its original above ground condition, normal wear and tear excepted; or, (ii) transfer to CITY by Bill of Sale Absolute, free and clear title to the tower structure together with all rights to future revenues of fees therefrom and forfeiture of any bond placed for removal of the Tower.

9. MAINTENANCE.

A) **LICENSEE'S** Equipment shall be installed, constructed and maintained by **LICENSEE** at **LICENSEE'S** sole cost and expense, in a good and workmanlike manner in accordance with **LICENSEE'S** specifications. **LICENSEE** at **LICENSEE'S** sole cost and expense, shall maintain **LICENSEE'S** equipment in good order and repair and keep the appearance in materially the form as approved.

B) FAA AND FCC REQUIREMENTS. **LICENSEE** shall comply, at **LICENSEE'S** sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC").

C) MAINTENANCE OF TOWER AND TOWER SITE. **LICENSEE** at **LICENSEE'S** sole cost and expense, shall maintain the Tower and Tower Site in good order and repair. **LICENSEE** shall observe and comply with all applicable laws, statutes, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and local governments and of all other governmental authorities, now in effect or hereafter enacted, affecting the Licensed Property, the Tower and Tower Site or appurtenances thereto or any part thereof, other than **LICENSEE'S** facilities.

10. REMOVAL BOND. Upon execution of this Agreement, **LICENSEE** shall post a \$10,000 removal bond with the CITY, to secure removal of the Tower from the Tower Site and restore the Site, should **LICENSEE** fail to remove same and restore the Site as required herein.

11. LICENSEE'S DEFAULT.

A) The occurrence of any one or more of the following events shall constitute an "Event or Default" hereunder by **LICENSEE**:

(1) The failure by **LICENSEE** to make any payment of the license fee or any other payment required to be made by **LICENSEE** hereunder, as and when due, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by **LICENSEE** from **Owner**.

(2) The failure by **LICENSEE** to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by **LICENSEE**, other than as specified in section (1) above, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by **LICENSEE** from **Owner**; provided, however, that it shall not be

deemed an Event of Default by **LICENSEE** if **LICENSEE** shall commence to cure such failure within said thirty (30) day period and thereafter diligently and continuously prosecutes such cure to completion.

B) If there occurs an Event of Default by **LICENSEE**, in addition to any other remedies available to **Owner** at law or in equity, **Owner** shall have the option to terminate this Agreement and all rights of **LICENSEE** hereunder. In addition, **CITY** shall have the right upon prior written notice to **LICENSEE** to require **LICENSEE** to remove the Tower and restore the Tower Site to its former condition, reasonable wear and tear excepted.

C) If there occurs an Event of Default by **LICENSEE** (other than Section (A)(1) above), **Owner** shall not have the right, prior to the termination of this Agreement by a court of competent jurisdiction, to remove **LICENSEE'S** property from the Licensed Property and/or remove persons or property from the Licensed Property. However, **CITY** shall have the absolute right to unrestricted access to the full use of all **CITY** property and equipment and may take all reasonable actions necessary to protect said access and use of all **CITY** property.

12. **OWNER'S DEFAULT.** In the event of a breach by **Owner** of any of the material covenants or provisions hereof and **Owner's** failure to cure any breach of any other provision of the Agreement after thirty (30) days written notice and demand, **LICENSEE** shall have the right of injunction or to terminate the Agreement upon ninety (90) days notice. These shall be **LICENSEE'S** sole and exclusive remedies for any default by **Owner** except where a separate remedy is specifically and expressly stated otherwise herein.

13. **NOTICES.** Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is three (3) days after deposit in the United States Mail, as the case may be.

Owner: City of Deerfield Beach
150 N.E. Second Avenue
Deerfield Beach, Florida 33441-3598

Licensee: Sprint PCS
c/o Mastriana & Christiansen, P.A.
2750 North Federal Highway
Fort Lauderdale, Florida 33306
Attn: Mike Christiansen

Any party may change his, her or its address for notice purposes by giving notice in accordance with this paragraph.

14. ASSIGNMENT/SUBLETTING. **LICENSEE** will not assign or transfer this Agreement without the prior written consent of **Owner**, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, **LICENSEE** may assign without **Owner's** prior written consent to any party controlling, controlled by or under common control with **LICENSEE** or to any party which acquires substantially all of the assets of **LICENSEE**. **LICENSEE** may sublet the Site but shall remain fully liable to **Owner** under this Agreement.

15. TERMINATION. Termination of this Agreement may be exercised by **LICENSEE** at any time without further liability if **LICENSEE** cannot obtain all Governmental Approvals required from any governmental authority and/or any easements required from any third party to operate or access the communications facility, or if any such approval is canceled or expires, or lapses, or withdrawn or terminated, or if **Owner** fails to have proper ownership of the Licensed Property and/or authority to enter into this Agreement, or if any other reason, **LICENSEE** in its sole discretion, determines that it will be unable to use the site for its intended purpose. Notice of **LICENSEE'S** exercise of its right to terminate shall be given to **Owner** in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the **Owner** as evidenced by the return receipt. Upon such termination, this Agreement shall become null and void and all parties shall (with the exception of the requirements of paragraph 9 above, and that prepaid rent shall be refunded pro-rata) have no further obligations, including the payment of money to each other. **LICENSEE** shall use its best efforts to obtain all approvals and keep them current and obtain and keep current all necessary easements. If **LICENSEE** fails to do so, that shall be a default under this Agreement entitling the **CITY** to keep all monies paid to **CITY**. Upon termination **LICENSEE** shall remove the Tower from the Tower Site and restore the grounds to their former condition.

16. HAZARDOUS SUBSTANCES.

A) **Owner** warrants and agrees that neither **Owner**, nor to **Owner's** knowledge, any third party has used, generated, stored or disposed of, any Hazardous Material (as defined in Paragraph B, below) on, under, or within **Owner's** Property in violation of any law or regulation while the Property has been owned by the **CITY**. **Owner** and **LICENSEE** each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined in Paragraph B, below) on, under, about or within **Owner's** Property in violation of any applicable law or regulation. **LICENSEE** warrants that it shall not place, nor allow to be placed, any hazardous substances on the Property and shall indemnify and hold the **CITY** harmless from any liability or judgments which result from the existence of any hazardous substances.

B) **Owner** and **LICENSEE** each agree to defend and indemnify the other against any and all losses, liabilities, claims, judgments and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in Paragraph A, above. As used in Paragraph A, above, "Hazardous Material" shall mean any substance, chemical or waste identified

as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including, petroleum and asbestos). **Owner** does not waive its sovereign immunity or any immunity or damage limitations provided by law, statute or regulation.

17. **INTERFERENCE**

A) **LICENSEE** agrees to install and operate communications equipment of a type and configuration frequency, and in a location which will not cause material interference with or damages to **Owner's** equipment. In the event **LICENSEE** Equipment or its operation or use or maintenance of said equipment causes damages or causes interference with **Owner's**, equipment, facilities, or any of **Owner's** property of whatsoever nature, **LICENSEE** shall immediately, upon notice from the **CITY**, take all steps necessary to correct and shall completely remedy such damage or eliminate such interference at **LICENSEE'S** sole cost and expense. If the damage or interference requires repairs or alterations to **CITY** property, **CITY** shall make the repairs and **LICENSEE** shall reimburse the **CITY** for the entire cost within thirty (30) days of receipt of notice of the cost. This obligation on the part of **LICENSEE** supersedes and modifies all rights granted to **LICENSEE** hereunder and shall be in force and effect even if **Owner** changes its system, equipment, facilities, or property at any time during the course of this agreement and the interference is a result of such change by the **Owner** or any cause beyond the control of the **Owner**. In the case of an emergency, or failure by **LICENSEE** to promptly eliminate the damage or interference, the **CITY** may take any actions needed to resolve any emergency resulting from **LICENSEE'S** use or equipment and charge said costs to **LICENSEE** which shall pay said costs within thirty (30) days of receipt of documentation of said costs. **CITY** shall, to the extent feasible, attempt to notify **LICENSEE** of such emergency and its actions to remedy said actions. To the extent feasible, **CITY** shall attempt to minimize damage to **LICENSEE'S** equipment. In the event that any addition or modification to **Owner's** Equipment causes interference with **LICENSEE'S** Equipment or communications signal or system, **Owner**, upon notification of such interference, agrees to promptly seek a remedy for such interference at **Owner's** expense (subject to the condition set forth in the next sentence) until such interference is corrected to **LICENSEE'S** reasonable satisfaction. In the event **Owner** and **LICENSEE** cannot resolve the interference problem, or the **CITY** deems the cost of a remedy to be too expensive, **LICENSEE** shall have the right as its sole and exclusive remedy for any interference or interruption, or the failure of the **CITY** to effect a remedy, to terminate this Agreement on thirty (30) days notice.

B) **LICENSEE** may permit other operators of communications equipment (the "Joint Users") to locate on the Tower and Tower Site. **LICENSEE** shall require said operators to take actions to remedy any material interference with the **CITY** (or any **CITY** property) or another Joint User, or **LICENSEE'S** equipment or operational capabilities upon written notice from **LICENSEE**. **LICENSEE** shall be responsible to enforce this obligation. If **LICENSEE** is unable to remedy the material interference caused by another operator, **LICENSEE**, at its discretion, shall have the right to terminate that offending User's access to the Tower or Tower Site, or take any other action against the Joint User to obtain compliance.

LICENSEE shall fully cooperate with any other operators of communications equipment on the Tower (and associated equipment in the areas in the vicinity of the Tower Site) to minimize interference with such operations and take such reasonable actions as are necessary to minimize or eliminate such interference. This obligation shall be undertaken by **LICENSEE** in good faith and with diligence to minimize any such interference. Further, after initial installation, **LICENSEE** agrees that it shall not install or alter its equipment or facilities in such a way as to cause any material interferences with any other Joint User's use of its communications equipment at the Tower Site.

18. **INDEMNIFICATION AND INSURANCE.**

A) **By Owner.** Subject to Section 768.28 of the Florida Statutes and other Florida law, **Owner** shall indemnify and hold harmless **LICENSEE** against and from any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and expenses) incurred by **LICENSEE** or any affiliate or subsidiary of **LICENSEE** on account of or arising from **Owner's** use of the Tower, Tower Site, or from any other activity of **Owner** in or about the **Owner's** Property resulting from the negligence or misconduct by **Owner**. To the extent permitted by law, **Owner**, upon notice from **LICENSEE**, shall resist and defend at **Owner's** expense any such actions or proceedings by counsel reasonably satisfactory to **LICENSEE**. This indemnity shall not apply to any claims arising from any negligent or intentional misconduct of the indemnified party, or any Joint User, and shall not apply to conduct not permitted by this License Agreement and shall be subject to and limited by the provisions contained in paragraph 24.I, and all damage remedies limited thereby. This indemnity shall survive the termination of this Agreement. The **CITY** does not waive its sovereign immunity or any immunity provided by law, statute, or regulation.

B) **By LICENSEE.** **LICENSEE** shall defend, indemnify and hold harmless **Owner** against and from any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and expenses) incurred by **Owner** on account of or arising from **LICENSEE'S** use of the Licensed Property or activities thereon. **LICENSEE**, upon notice from **Owner**, shall resist and defend at **LICENSEE'S** expense any such actions or proceedings by counsel reasonably satisfactory to **Owner**. This indemnity shall not apply to any claims arising from any negligent or intentional misconduct of the indemnified party and shall supersede and not be limited by the provisions contained in paragraph 24.I. This indemnity shall survive any termination of this Agreement. **CITY** shall pay the **LICENSEE** \$100 for this indemnity and hold harmless clause.

LICENSEE shall maintain, at its sole cost, during the term of this Agreement, commercial general liability insurance insuring **LICENSEE** against liability for personal injury, death or damage to personal property arising out of the use of the Licensed Property by **LICENSEE**. Such insurance shall provide coverage in an amount not less than \$1 million for bodily injury or death to one or more persons and in an amount of not less than \$1 million for property damage. The **CITY** shall be a named insured on any such policy as it relates to the subject property (including, but not limited to the Tower Site) and entitled to thirty (30) days notice of the cancellation or alteration of the terms thereof. **LICENSEE** shall require similar insurance from each Joint User naming the **CITY** as an

additional insured and indemnifying and holding the **CITY** harmless and provide evidence of such insurance to the **CITY**.

19. **CONDEMNATION.** In the event the whole of **Owner's** Property, including without limitation the Tower Site) or such portion thereof as will make the premises unusable for the purposes herein contained, are condemned by any legally constituted authority for any public use or purpose, or sold under threat thereof, then in either of said events the term hereby granted shall cease from the time when possession of the Licensed Property, inclusive of the Tower Site, is taken by public authorities, and rental shall be accounted for as between **Owner** and **LICENSEE** as of that date on a pro-rata basis for rents paid in advance. Any lesser condemnation shall in no way affect the respective rights and obligations of **Owner** and **LICENSEE** hereunder. Nothing in this provision shall be construed to limit or affect **LICENSEE'S** independent right to an award of compensation or any eminent domain proceeding for the taking of **LICENSEE'S** antenna and equipment, if taken.

20. **LIENS.** **LICENSEE** shall keep the Tower Site free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for **LICENSEE** or any Joint User. **LICENSEE** shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which **Owner** permits **LICENSEE** to perform on the Property shall be deemed to be for the use and benefit of **Owner** so that no mechanics or other lien shall be allowed against the estate of **Owner** by reason of its consent to such work. **Owner** shall have the right to post notices that it is not responsible for payment for any such work.

21. **SALE OR TRANSFER BY OWNER.** If **Owner**, at any time during the initial term or any extended term of this Agreement, sells, leases, transfers or otherwise conveys all or any part of **Owner's** Property to any transferee other than **LICENSEE**, such transfer shall be subject to the terms and provisions of this Agreement and all of **LICENSEE'S** rights hereunder and acknowledge same in writing to the **CITY**.

22. **TAXES.** **LICENSEE** shall be liable for and shall pay to the applicable taxing authority if billed directly to **LICENSEE**, or to **Owner** if billed to **Owner** upon thirty (30) days prior written notice from **Owner**, and all taxes and assessments levied against any personal property or trade or other fixtures placed by **LICENSEE** in or about the Property or on the real property if such tax is imposed as a result of the subject use of the Property.

LICENSEE shall pay as an additional license fee any increase in real property taxes levied against **Owner's** Property, including the Tower Site, as a result of the improvement constructed by **LICENSEE** on the Property.

23. **DAMAGE OR DESTRUCTION.**

A) In the event that, at any time during the term of this Agreement, the Tower shall be partially destroyed or damaged, then **LICENSEE**, its agents, representatives, or employees, shall

have the right, but not the obligation, at its own cost and expense, to repair, replace or rebuild the Tower and/or Tower Site. In the event **LICENSEE** had not commenced such repair, replacement, or rebuilding within forty-five (45) days after the date of such damage or destruction, **CITY** may, upon written notice to **LICENSEE** terminate this Agreement as of the date set forth in such notice and all license fees and other sums shall be accounted for between **Owner** and **LICENSEE** as of the date the Tower Site became unavailable to **LICENSEE**. License fees shall abate to the extent that, and for the period that, the Licensed Property is not usable for the conduct of **LICENSEE'S** business. In the alternative, **LICENSEE** shall be permitted to construct a tower within 300 feet of the Tower Site. These shall be **LICENSEE'S** sole and exclusive remedies for such damage.

B) In the event of any such damage or destruction which renders **LICENSEE'S** Facilities non-operable for a period reasonably expected to exceed five (5) days, **LICENSEE** shall have, and **Owner** hereby grants to **LICENSEE**, the right to bring and maintain upon **Owner's** Property such temporary communications facilities as **LICENSEE** shall reasonably determine are the minimum necessary to continue to operate **LICENSEE'S** communications system and provided (i) that such temporary facilities do not materially interfere with **Owner's** or any other tenant's communications operations on **Owner's** Property or the repair or replacement of the damaged facilities; (ii) that **LICENSEE** obtains all necessary permits and authorizations for the construction and operation of such temporary facilities; (iii) that **LICENSEE** shall remove such temporary facilities upon the sooner of (a) the restoration of service by **LICENSEE'S** Facilities, or (b) termination of this Agreement. This shall be **LICENSEE'S** sole and exclusive remedy.

C) If **LICENSEE** exercises its right to construct a tower pursuant to any of the above, this Agreement shall remain in full force and effect. All construction shall comply with applicable codes and regulations.

D) Should the Tower Site be destroyed and **LICENSEE** elects, at its sole expense, to construct a replacement tower structure, **LICENSEE** and **CITY** shall work together to determine an alternate site for the erection of such tower structure subject to reasonable terms and conditions under the then existing circumstances.

24. MISCELLANEOUS.

A) **LICENSEE**, upon paying the license fee, shall peaceably and quietly have, hold and enjoy the Licensed Property subject to all terms and conditions set forth herein. **Owner** shall not cause or permit any use of the **Owner's** Property or the Licensed Property to materially interfere with or impair the quality of the communications services being rendered by **LICENSEE** from the Licensed Property, nor shall **Owner** have unsupervised access to **LICENSEE'S** Equipment. **Owner's** obligations as set forth in this section, are subject to and governed by the rights and obligations set forth herein which supersedes all other sections. **LICENSEE'S** sole remedy for **Owner's** violation of this section shall be to terminate this Agreement.

B) **Owner** represents and warrants that **Owner** has full authority to enter into and sign this Agreement.

C) This Agreement contains all agreements, promises and understandings between the **Owner** and **LICENSEE**. All exhibits are incorporated by reference.

D) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of **Owner** and **LICENSEE**. **LICENSEE** may not permit any other use of the Licensed Property for any purpose except as expressed herein and may not permit any third party to use the Leased Premises.

E) The drafting of this Agreement has been a joint endeavor between the parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one party than the other.

F) The prevailing party in any action or proceeding in court to enforce any term of this Agreement shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing party.

G) The validity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

H) A memorandum of agreement, acceptable to both parties, shall be recorded by **LICENSEE** within forty-five (45) days of the final execution of this Agreement.

I) Notwithstanding anything to the contrary contained herein, in no case shall **CITY** be liable to the **LICENSEE** for consequential or special damages of any kind whatsoever, including but not limited to, lost revenues, lost profits, or any other damages of any kind whatsoever in any way related to damage, interference, down time, or relocation of **LICENSEE'S** equipment or that of any Joint User resulting from any **CITY** breach or default under this Agreement of whatsoever nature, including any negligence of the **CITY**. Further, **CITY** shall have no liability for damages or interference caused by parties other than the **CITY** itself. All Joint Users shall be specifically made aware of these limitations and expressly agree to same in writing, which written document shall be acceptable to **CITY**. All indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement. This provision shall supercede any provision which may be construed to grant the **LICENSEE** any claim for damages in excess of this limitation; provided that any provisions providing for more limited remedies shall govern.

J) Nothing contained herein shall be deemed to grant any cable television or video programming rights or franchise of any kind to **LICENSEE** or any Joint User or the right to transmit video images.

K) All disputes arising under this Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year below as written.

Signed, sealed and delivered
in the presence of:

Jeffrey Rink
Witness

Print Name: Jeffrey Rink

Felicia Bravo
Witness

Print Name: Felicia Bravo

OWNER
CITY OF DEERFIELD BEACH

By: Albert R. Copellini

Print Name: Albert R. Copellini, P.E.

Title: Mayor

Address: 150 NE Second Ave.
Deerfield Beach, FL 33441

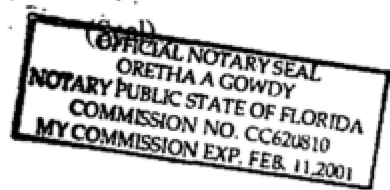
Executed on 9th day of June, 1998.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of June, 1998, by ALBERT R. CAPELLINI, as Mayor of the City of Deerfield Beach, a municipal corporation, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Oretha A. Gowdy
Notary Public
Print Name: ORETHA A. GOWDY

My Commission Expires: 2/11/01



Signed, sealed and delivered
in the presence of:

Sally Stevens
Witness

Print Name: Sally Stevens

Margaret Menta
Witness

Print Name: Margaret Menta

LICENSEE

By: William K Rector

Print Name: William K Rector

Title: Site Development Director

Address: 1341 W. Mockingbird Lane Suite 600E
Dallas, Texas 75247

Executed on 27 day of May, 1998.

STATE OF Texas
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of May, 1998,
by William K. Rector, as Site Development Director of Sprint PCS,
who is personally known to me or has produced _____ as
identification and who did (did not) take an oath.



My Commission Expires: 11-25-2001

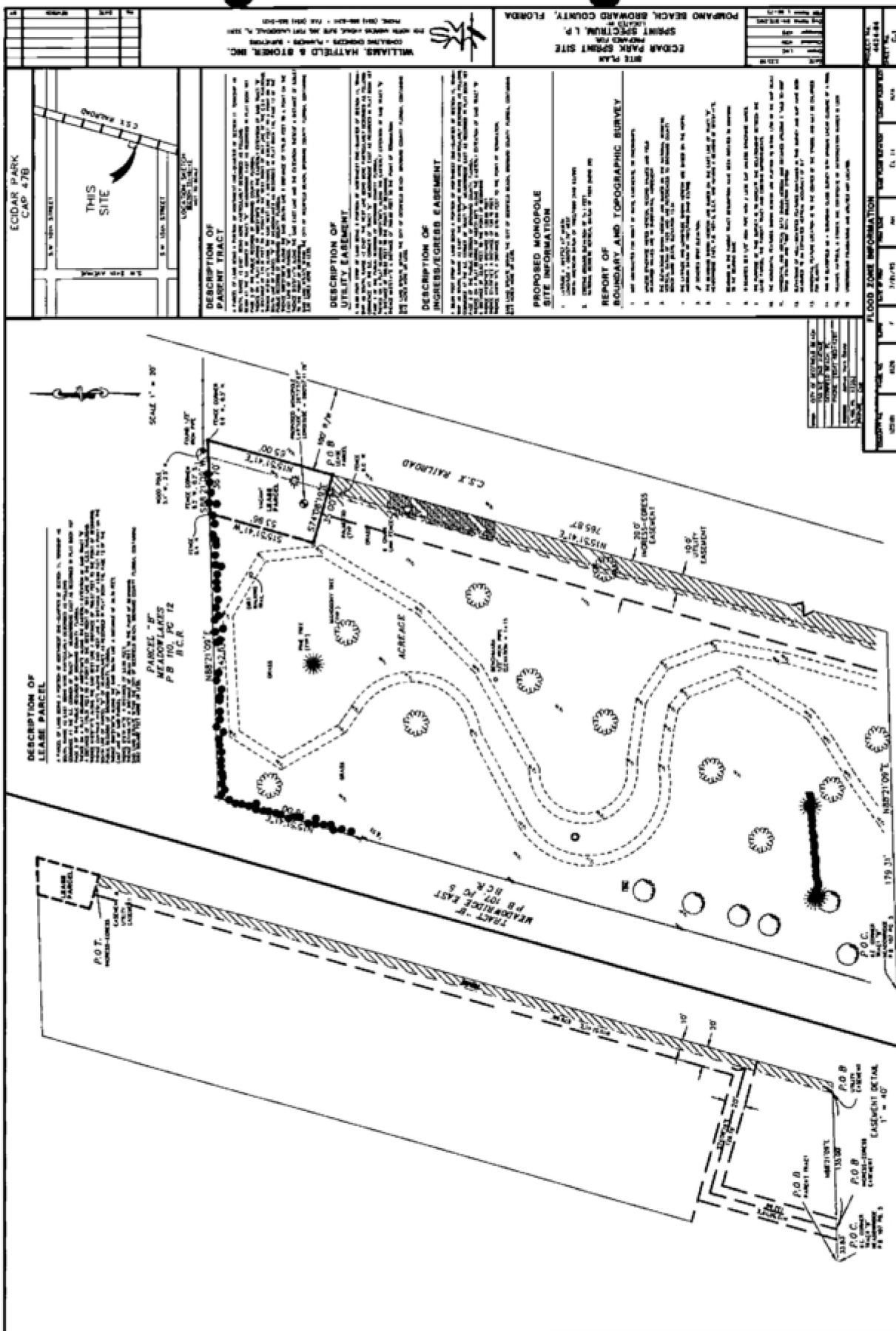
Lori Wojcik
Notary Public

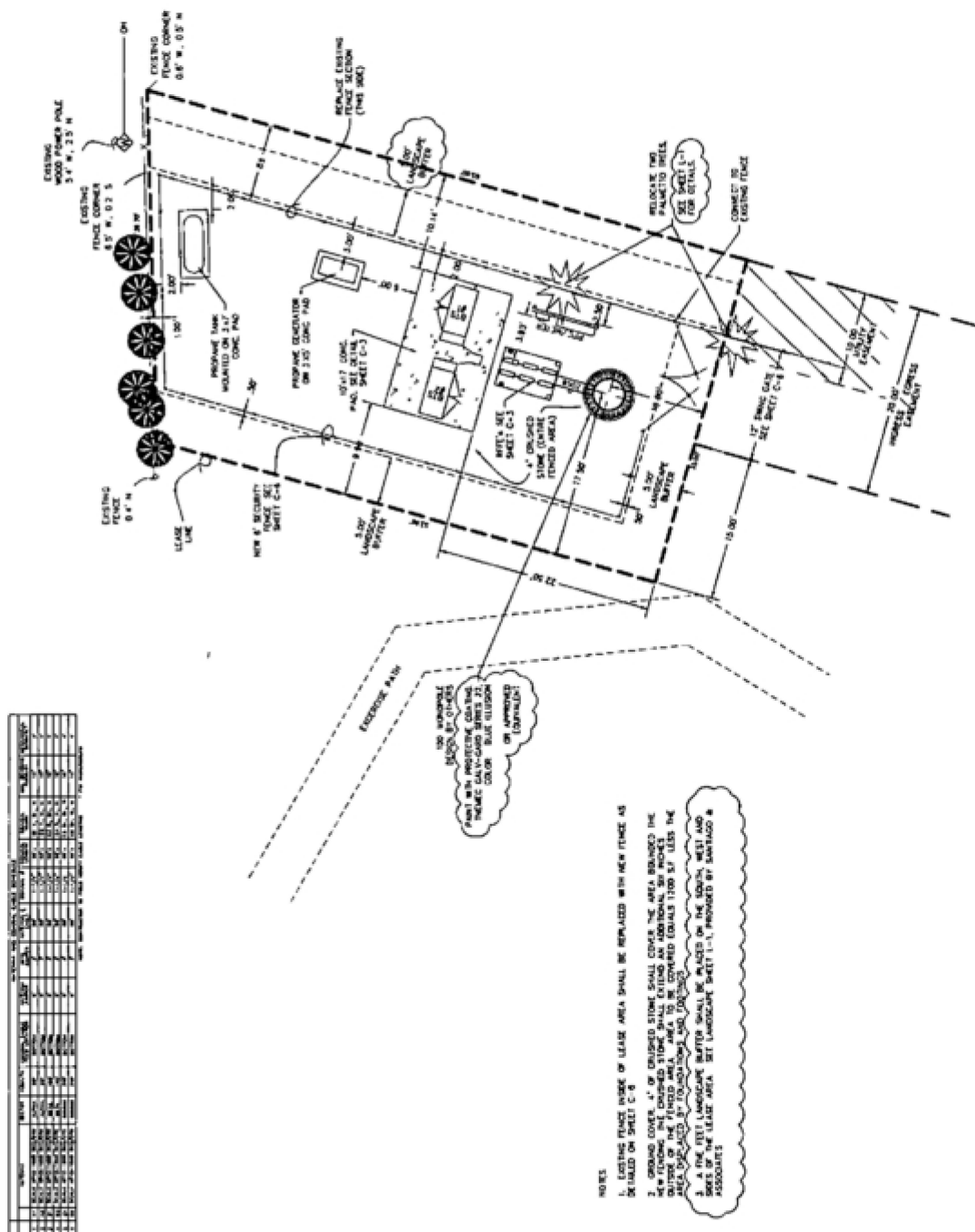
Print Name: Lori Wojcik

PROPOSED EXHIBIT LIST

EXHIBIT "A"	--	Sketch of Owners Property (including Tower).
EXHIBIT "B"	--	Sketch of Leased Property (including Equipment Cabinet Space, Tower Space and Access/Utility Easement).
EXHIBIT "C"	--	Description of Antenna(s) and Equipment.
EXHIBIT "D"	--	Memorandum of Lease.

4/13/98





DESCRIPTION OF LICENSE PARCEL

A PARCEL OF LAND BEING A PORTION OF NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCE AT THE S.E. CORNER OF TRACT "B" MEADOWRIDGE EAST AS RECORDED IN PLAT BOOK 107 PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
THENCE ON A PLAT BEARING OF N88°21'09"E ALONG THE EASTERLY EXTENTION OF SAID TRACT "B" A DISTANCE OF 179.31 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD;
THENCE N15°51'41"E ALONG THE SAID WEST LINE A DISTANCE OF 765.87 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE N15°51'41"E ALONG THE SAID WEST LINE A DISTANCE OF 65.00 FEET TO A POINT ON THE SOUTH LINE OF PARCEL "B" OF MEADOWLAKES AS RECORDED IN PLAT BOOK 110, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
THENCE S88°21'09" W ALONG THE SAID SOUTH LINE A DISTANCE OF 36.70 FEET, EAST LINE OF SAID PARCEL "B"
THENCE S15°51'41" W A DISTANCE OF 53.96 FEET.
THENCE S74°08'19" E A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;
SAID LAND SITUA TE WITHIN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 2082 SQUARE FEET MORE OR LESS.

DESCRIPTION OF UTILITY EASEMENT

A 10.00 FOOT STRIP OF LAND BEING A PORTION OF NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 48 SOUTH, RANGE 42 EAST, THE WEST LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE S.E. CORNER OF TRACT "B" MEADOWRIDGE EAST AS RECORDED IN PLAT BOOK 107 PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
THENCE ON A PLAT BEARING OF N88°21'09" E ALONG THE EASTERLY EXTENTION OF SAID TRACT "B" A DISTANCE OF 168.82 FEET TO THE POINT OF BEGINNING
THENCE N15°51'41" E A DISTANCE OF 769.02 FEET TO THE POINT OF TERMINATION;

SAID LAND SITUA TE WITHIN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 0.18 ACRES MORE OR LESS.

DESCRIPTION OF INGRESS/EGRESS EASEMENT

A 20.00 FOOT STRIP OF LAND BEING A PORTION OF NORTHWEST ONE-QUARTER OF SECTION 11 TOWNSHIP 48 SOUTH, RANGE 42 EAST, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE S.E. CORNER OF TRACT "B" MEADOWRIDGE EAST AS RECORDED IN PLAT BOOK 107 PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,
THENCE ON A PLAT BEARING OF N88°21'09" E ALONG THE EASTERLY EXTENTION OF SAID TRACT "B" A DISTANCE OF 33.83 FEET TO THE POINT OF BEGINNING
THENCE N15°50'19" E A DISTANCE OF 132.98 FEET.
THENCE S74°08'19" E A DISTANCE OF 128.79 FEET;
THENCE N15°51'41" E A DISTANCE OF 676.66 FEET TO THE POINT OF TERMINATION;

SAID LAND SITUA TE WITHIN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 0.47 ACRES MORE OR LESS.

This instrument prepared by:
Michael Christiansen
Mastriana & Christiansen
1500 North Federal Highway, Suite 200
Fort Lauderdale, Florida 33304

Return this instrument to:
Michael Christiansen
Mastriana & Christiansen
1500 North Federal Highway, Suite 200
Fort Lauderdale, Florida 33304

Do not write above this line - this space reserved for recording purposes

Site Name: Ecidar Park

Site ID: CAP47B02/MI13XC139

Memorandum of Tower License Agreement

This memorandum evidences that a license was made and entered into by written Tower License Agreement dated March 3rd 1998, between City of Deerfield Beach (Owner"), whose address is 150 N.E. Second Avenue, Deerfield Beach, FL 33441-3598 and Sprint Spectrum, L.P., a Delaware limited partnership ("SSLP"), whose address is 1341 W. Mockingbird Lane, #600-E, Dallas, TX 75247 the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner licenses to SSLP a certain site located at Ecidar Park, City of Deerfield Beach, County of Broward, State of Florida, within the property of Owner which is described in Exhibit "A" attached hereto, with grant of easement for ~~unrestricted~~ rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on June 2, 1998, which term is subject to four (4) additional five (5) year extension periods by SSLP.

Not later than thirty (30) days following the cancellation, termination or expiration of the Agreement, SSLP will make, execute and deliver to Owner an instrument, in form and substance reasonably satisfactory to Owner, in recordable form, releasing this memorandum of Tower License Agreement.

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

Signed, sealed and delivered in the presence of:

"OWNER"

Jeffrey Rink
Printed Name: Jeffrey Rink
Felicia Bravo
Printed Name: Felicia Bravo

CITY OF DEERFIELD BEACH

By: Albert R. Capellini
Printed Name: Albert R. Capellini, P.E.
Title: Mayor
Date: 6/9/98
Address: 150 N.E. Second Avenue
Deerfield Beach, FL 33441-3598

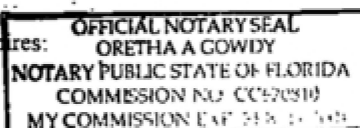
STATE OF FLORIDA :

COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 9th day of June, 1998, by ALBERT R. CAPELLINI, as MAYOR of the City of Deerfield Beach, a Florida municipal corporation. He is personally known to me or provided _____ as identification and he did/did not take an oath.

(AFFIX NOTARIAL SEAL)

My Commission expires:



Oretha A. Gowdy
(Official Notary Signature)
Notary Public, State of FLORIDA

ORETHA A. GOWDY
Printed, typed or Stamped Name of Notary
Commission Number: CC60080

"SSLP"

Signed, sealed and delivered in the presence of :

Mgd Hunt

Printed Name: Margaret Hunt

Lori Wojcik

Printed Name: Lori Wojcik

Sprint Spectrum, L.P., a Delaware limited partnership

By: William K. Rector

Printed Name: William K. Rector

Title: DIRECTOR SITE DEVELOPMENT
CENTRAL REGION

Date: 6/19/98

Address: 1341 W. Mockingbird Lane, #600-E

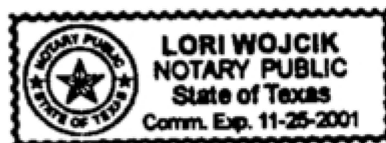
Dallas, Texas 75247

STATE OF Texas :

COUNTY OF Dallas :

The foregoing instrument was acknowledged before me this 19 day of June, 1998 by William K. Rector, as Director of Sprint Spectrum L.P., a Delaware limited partnership. He is personally known to me or has provided _____ as identification and he did/did not take an oath.

(AFFIX NOTARIAL SEAL)



My Commission expires:

11-25-2001

Lori Wojcik
(Official Notary Signature)
Notary Public, State of Texas

Lori Wojcik
Printed, typed or Stamped Name of Notary
Commission Number: _____

DESCRIPTION OF LICENSE PARCEL

A PARCEL OF LAND BEING A PORTION OF NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE S.E. CORNER OF TRACT "B" MEADOWRIDGE EAST AS RECORDED IN PLAT BOOK 107 PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
THENCE ON A PLAT BEARING OF N88°21'09"E ALONG THE EASTERLY EXTENTION OF SAID TRACT "B" A DISTANCE OF 179.31 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD;
THENCE N15°51'41"E ALONG THE SAID WEST LINE A DISTANCE OF 765.87 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE N15°51'41"E ALONG THE SAID WEST LINE A DISTANCE OF 65.00 FEET TO A POINT ON THE SOUTH LINE OF PARCEL "B" OF MEADOWLAKES AS RECORDED IN PLAT BOOK 110, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
THENCE S88°21'09" W ALONG THE SAID SOUTH LINE A DISTANCE OF 36.70 FEET, EAST LINE OF SAID PARCEL "B"
THENCE S15°51'41" W A DISTANCE OF 53.96 FEET.
THENCE S74°08'19" E A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;
SAID LAND SITUATE WITHIN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 2082 SQUARE FEET MORE OR LESS.

TOWER LICENSE AGREEMENT EXTENSION

THIS TOWER LICENSE AGREEMENT EXTENSION ("Extension") is entered into by and between the CITY OF DEERFIELD BEACH, FLORIDA, a municipal corporation, whose address is 150 N.E. Second Avenue, Deerfield Beach, FL 33441, organized and existing under the laws of the State of Florida, ("City") and SBA 2012 TC ASSETS, LLC, a Delaware limited liability company, having a principal office located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487-2797 ("Licensee").

WITNESSETH:

WHEREAS, City and Sprint PCS, a Florida corporation, entered into that certain Tower License Agreement dated March 3, 1998, as evidenced by that certain Memorandum of Tower License Agreement dated March 3, 1998 and recorded July 16, 1998 in Book 28577, Page 0681, of the Public Records of Broward County, Florida, and ultimately assigned to Licensee f/k/a TowerCo Assets LLC, a Delaware limited liability company as successor by merger to Tower Entity 2 LLC, a Delaware limited liability company, as evidenced by that certain Assignment and Assumption of Lease dated September 23, 2008 and recorded October 7, 2008 as Instrument No. 108187522 Book 45734, Page 1426; of the Public Records of Broward County, Florida (collectively, "License Agreement") for Licensee's use of a portion of the real property (hereinafter referred to as "Licensed Property") located at 1901 S.W. 15th Street, Deerfield Beach, FL 33441 ("City's Property"); and

WHEREAS, a copy of the License Agreement is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the parties wish to extend the License Agreement for a period of twenty-five (25) years;

NOW, THEREFORE, be it agreed to by and between the parties as follows:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. **Section 4. Term and License Fee.** of the License Agreement is hereby amended as follows:

In addition to the Renewal Terms as referenced in the License Agreement, the License Agreement is hereby amended to include five (5) additional successive terms of five (5) years (each an "Additional Renewal Term"). Each Additional Renewal Term shall be deemed automatically extended, unless Licensee notifies City of its intention not to renew the License Agreement at least ninety (90) days prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on June 9, 2023 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on June 8, 2023 subject to the terms and conditions of the License Agreement.

The annual license payment shall increase by 20% over the payment for the year immediately

preceding each Additional Renewal Term. Said increase shall occur on the first day of each Additional Renewal Term. All escalations currently provided for in the License Agreement arising prior to the Additional Renewal Term Commencement Date shall be unaffected by this section.

Section 3. **Section 13. Notices,** of the License Agreement is hereby amended as follows:

If to Licensee:

SBA 2012 TC Assets, LLC
Attn: Site Administration
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487-2797
Re: FL46278-A/Ecidar Park

Section 4. In consideration for the granting of this extension, and as a condition of this extension being effective, in addition to all other required payments and obligations of Licensee in the License Agreement, which remain in full force and effect, the Licensee grants the following additional consideration to the City: a one-time payment of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as a signing bonus which shall be paid to City upon full execution of this Extension.

Section 5. In all other respects the terms and conditions of the License Agreement, not specifically and expressly amended herein shall remain in full force and effect. Except as specifically set forth in this Extension, the License Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the License Agreement and this Extension, the terms of this Extension shall take precedence.

Section 6. This Extension may be signed in any number of counterparts authorized to contractually bind the parties to this License Agreement, each of which constitutes the agreement of the parties and each of which will be treated as an original.

Section 7. The License Agreement will be interpreted and enforced in accordance with Florida law and venue shall be in Broward County, Florida, 17th Judicial Circuit.

Section 8. The section and paragraph headings contained in this Extension are for purposes of identification only and are not to be considered in construing this Extension or the License Agreement.

Section 9. This Extension and the License Agreement are intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of the License Agreement, or the application of any provisions of the Extension, to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of the License Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

Section 10. This Extension and the License Agreement will inure to the benefit of and be binding upon Licensee and City, and their respective legal representatives, successors, and permitted assigns. The License Agreement may only be assigned by Licensee if the Assignee executes and acceptance which binds it to all terms and conditions set forth herein, and provides same to City.

Section 11. This Extension shall be effective the day the last party affixes its signature hereto.

Section 12. City represents and warrants to Licensee that the City is the sole owner in fee simple title to the Licensed Property and easements and the City's interest under the License Agreement and that consent or approval of no other person is necessary for the City to enter into this Extension.

Section 13. Licensee shall have the right to record a Memorandum of this Extension.

[Remainder of page intentionally blank; signature pages to follow.]

IN WITNESS WHEREOF, the CITY OF DEERFIELD BEACH and SBA 2012 TC ASSETS, LLC, a Delaware limited liability company, have executed this Extension by their duly authorized officers, this 18 day of March, 2014.

WITNESSES:

CITY:

CITY OF DEERFIELD BEACH

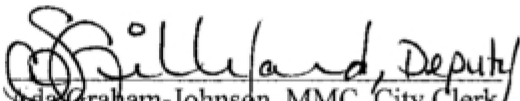

Print Name: Cynthia Jones

Print Name: Heather Montoya

By: Burgess Hanson
BURGESS HANSON, CITY MANAGER

Dated: 3/18/14

ATTEST:


for Ada Graham-Johnson, MMC, City Clerk

WITNESSES:

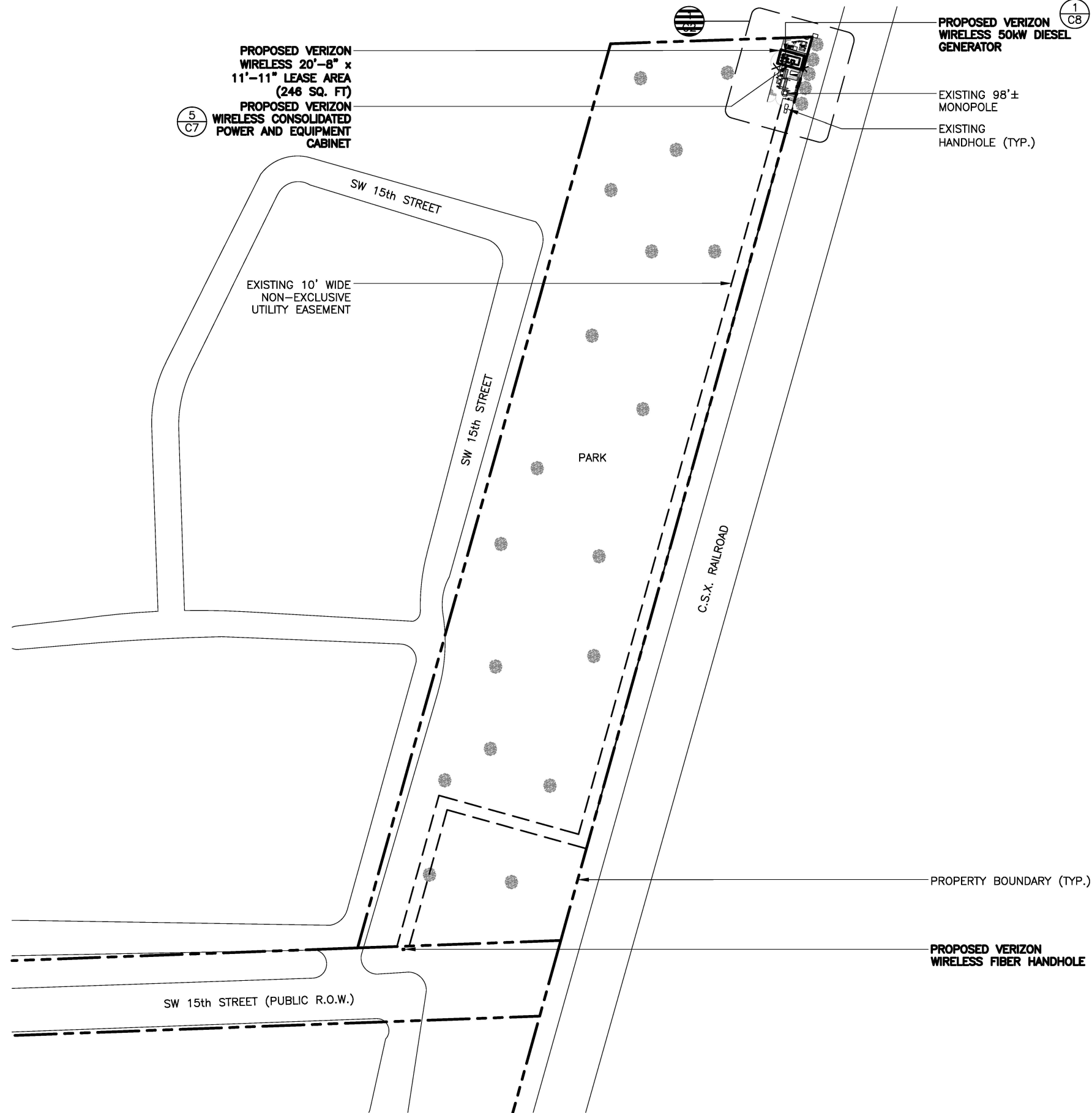
Janetta Nix
Print Name: JANETTA NIXON
Mary Anne Ferris
Print Name: Mary Anne Ferris

LICENSEE:

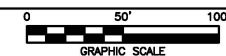
SBA 2012 TC ASSETS, LLC, a Delaware limited liability company

By: *Alyssa Houlihan*
Alyssa Houlihan, Vice President, Site Leasing

Dated: 3/11/14



SITE PLAN



1

REV	DATE	DESCRIPTION
A	1/31/23	PRELIMINARY

APX PROJECT NO.:	22-0310.28
DRAWN BY:	F. IBRAHIM
CHECKED BY:	M. ABBEY

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.



14471 MIRAMAR PARKWAY, SUITE 202
MIRAMAR, FL 33027
(954) 744-1538

CERTIFICATE OF AUTHORIZATION 31948



NOT FOR CONSTRUCTION

DATE OF SIGNATURE: xx/xx/22

FL46278-A
ECIDAR PARK
782448

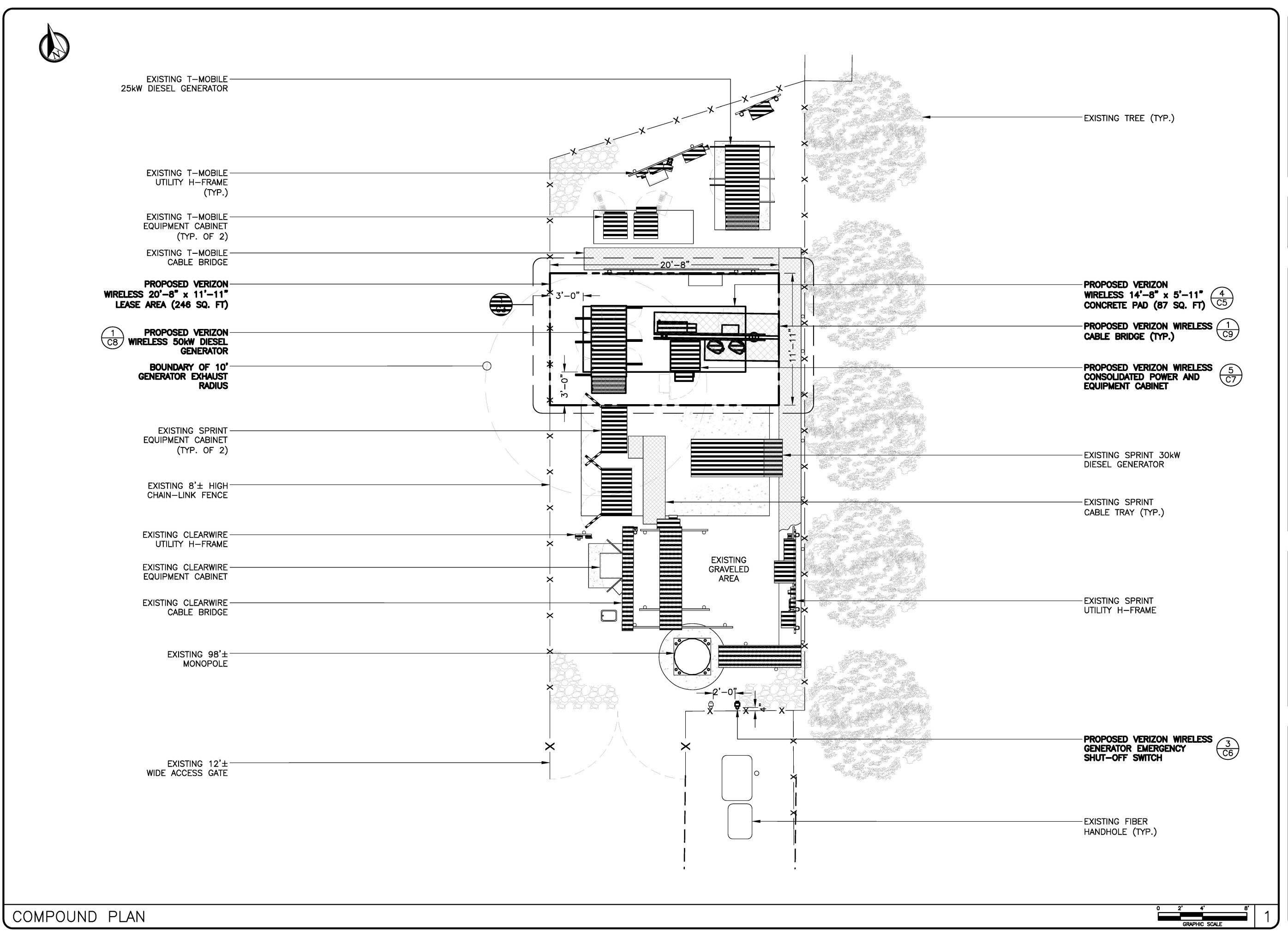
1901 SW 15th STREET
DEERFIELD BEACH, FL 33442

SHEET NAME

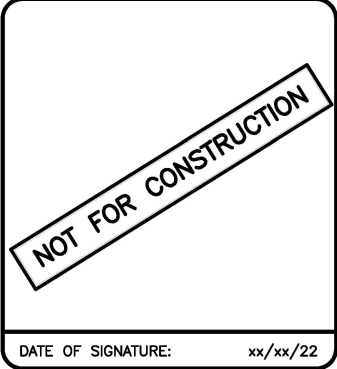
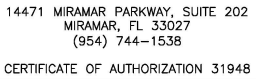
SITE PLAN

SHEET NUMBER

C1



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1901 SW 15th STREET
DEERFIELD BEACH, FL 33442

SHEET NUMBER

C2



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1875

Agenda Date: 5/16/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Third Amendment to the Tower License Agreement with NCWPCS MPL 28-Year Sites Tower Holdings, LLC for the tower site located at 200 Goolsby Boulevard; authorizing execution of the Third Amendment; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Account Name: Telecom Tower Agreements/Permits, Fees & Spec. Assm./Franchise Fees
Account Number: 001-0000-323-95-00

Background/History

The City executed a license agreement with NCWPCS MPL 28-Year Site Tower Holdings, LLC for an 1,800 square feet area at 200 Goolsby Boulevard. A third amendment was subsequently executed, which provided for a 5' x 7' area leased to Dish Network (Dish) for use of their equipment, in exchange for a monthly \$1,000 fee.

Current Activity

During Dish's permitting process, it was discovered that the leased area was inadequate for their equipment and that the minimum needed was an 8' x 13' area. NCWPCS MPL 28-Year Site Tower Holdings, LLC, proposes to redefine their 1,800 square feet ground space area, to include area previously abandoned by another network. They propose that this would allow enough space to also accommodate the 8' x 13' space needed by Dish. The revised site plan is provided as an Exhibit.

In exchange for revising the leased area, they propose offering a \$5,000 signing bonus, maintaining the current lease payments, and offering an annual 3% increase on the monthly lease payments. This would be accomplished through an amendment to the Agreement.

It is recommended that the Commission approve the Third Amendment to the License Agreement, redefining the leased area and approving the revised revenue structure.

Recommendation

It is recommended that the Commission approve the Third Amendment to the Agreement.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE THIRD
AMENDMENT TO THE TOWER LICENSE AGREEMENT WITH
NCWPCS MPL 28-YEAR SITES TOWER HOLDINGS, LLC FOR THE
TOWER SITE LOCATED AT 200 GOOLSBY BOULEVARD;
AUTHORIZING EXECUTION OF THE THIRD AMENDMENT; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on June 9, 1998, the City and BellSouth Mobility, Inc. (“BellSouth”) entered into a Tower License Agreement (the “Agreement”), whereby the City leased to BellSouth a portion of City property located at 200 Goolsby Boulevard, containing approximately 1800 square feet (the “Tower Site”) with the right of access and a right to install utility service; and

WHEREAS, the Agreement was first amended on August 19, 2015, to provide for four (4) additional five (5) year renewal terms, with an expiration of September 8, 2043, increase the annual license payment, and replace BellSouth with NCWPCS MPL 28-Year Site Tower Holdings, LLC (the “Licensee”) as the current license holder; and

WHEREAS, Licensee requested and the City’s consented, via a Second Amendment, to allow Licensee to sublease and grant occupancy to Dish Wireless, LLC (“Dish”) to use a five (5’) by seven (7’) portion of the ground space within the Tower Site (the “Dish Site”) to Dish (the “Dish License”); and

WHEREAS, it has since been determined that the current Dish Site for the Dish License is inadequate and Dish requires a larger ground space of approximately eight (8’) by thirteen (13’) portion of the ground space within the Tower Site; and

WHEREAS, as consideration for the City’s consent to allow Licensee to sublease additional space to Dish, Licensee has agreed to pay the City a one-time payment of five thousand dollars (\$5,000.00) within sixty (60) days following the final execution of this Third Amendment (“Payment”); and

WHEREAS, as additional consideration, Licensee agrees to pay to the City a three (3) percent escalation increase commencing one year after the execution of this Third Amendment, and continuing annually on the same date through the Term of the Agreement (“Annual Escalation Increase”); and

WHEREAS, City staff recommends approving and authorizing execution of a third amendment to the Agreement with Licensee, attached as Exhibit “1,” to increase the leased ground space for the Dish Site from 5’x7’ to 8’x13’, and to provide for the Payment to the City and the Annual Escalation Increase.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Third Amendment to the Agreement with Licensee, attached as Exhibit “1,” to increase the leased ground space for the Dish Site from 5’x7’ to approximately 8’x13’, and to provide for the Payment to the City and the Annual Escalation Increase.

Section 3. The City Commission hereby authorizes the City Manager to execute the Third Amendment with Licensee, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

STATE OF FLORIDA)
)
 COUNTY OF BROWARD)

THIRD AMENDMENT TO TOWER LICENSE AGREEMENT
200 Goolsby Boulevard
(840759)

THIS THIRD AMENDMENT TO TOWER LICENSE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **CITY OF DEERFIELD BEACH**, a Florida municipal corporation (having a mailing address of 401A SW 4th Street, 2nd Floor, Deerfield Beach, FL 33441) (“**City**”), and **NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS LLC, a Delaware limited liability company, successor by merger to BellSouth Mobility, LLC, a Georgia limited liability company, successor by corporate election to BellSouth Mobility, Inc., a Georgia corporation (having a mailing address of 208 S. Akard Street, Dallas, Texas 75202-4206) (“**Licensee**”).

W I T N E S S E T H:

WHEREAS, City and Licensee are parties to that certain Tower License Agreement dated June 9, 1998 (the “**Original Agreement**”), covering certain real property, together with an easement for ingress, egress and utilities thereto, as described in the Original Agreement (the “**Tower Site**”), a memorandum of which Agreement was filed for record in Book 29316, Page 1331 in the Public Records of Broward County, Florida (the “**MOL**”); and

WHEREAS, the parties entered into a First Amendment to the Original Agreement dated August 19, 2015 (the “**First Amendment**”), a memorandum of which was recorded as Instrument No. 113220515 in the Public Records of Broward County, Florida, and that certain Second Amendment to the Original Agreement dated June 22, 2022 (the “**Second Amendment**” and together with the Original Agreement and the First Amendment, the “**Agreement**”); and

WHEREAS, the Agreement has a term (including all extension terms) that will terminate on September 8, 2043; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. AMENDMENTS. The Agreement is hereby amended as follows:

(a) Tower Site. The parties acknowledge and agree that the real property subject to the Agreement is, and the term “Tower Site” as used in the Agreement refers to, that real property described and shown on Exhibit “A” attached hereto. Exhibit “B” of the Original Lease, as

amended, is hereby further amended by deleting the contents of said Exhibit "B" in its entirety and substituting the contents of Exhibit "A" attached hereto in lieu thereof.

(b) **Dish Site.** In the Second Amendment, the City consented to the use of a five foot (5') by seven foot (7') portion of the ground space within the Tower Site (the "**Dish Site**") to Dish Wireless, LLC, its subsidiaries and affiliates (the "**Dish License**"). The Dish Site is hereby revised to be an approximately 13'6" x 8'4" portion of the Tower Site. The City hereby consents to the revised Dish License area reflecting the revised Dish Site.

(c) **Consideration.** As consideration for the consent of the City to Licensee to expand the lease ground space within the Tower Site, Licensee shall pay to City the sum of Five Thousand and No/100 Dollars (\$5,000.00) within sixty (60) days following the final execution of this Amendment by Licensee.

2. **ANNUAL INCREASE.** As additional consideration for the execution of this Amendment, Licensee shall increase its payment to the City by three (3) percent annually commencing one-year after the execution of this Amendment and continuing to increase by three (3) percent annually on the same date through the Term of the Agreement.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. City and Licensee ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **IRS Form W-9.** City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Licensee. In the event the Property is transferred, the succeeding City shall have a duty at the time of such transfer to provide Licensee with a Change of Ownership Form as provided by Licensee and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new City. City's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** City represents and warrants that:

(i) City is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of City's obligations under the Agreement as amended hereby.

(ii) Licensee is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(iii) City agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(e) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(g) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

[Signatures Appear on the Following Page]

LICENSEE:

**NCWPCS MPL 28 - YEAR SITES TOWER
HOLDINGS LLC,**

a Delaware limited liability company

By: **CCATT LLC,**

a Delaware limited liability company

Its Attorney-in-Fact

By: _____(SEAL)

Name: _____

Its: _____

STATE OF _____)

_____)

_____ COUNTY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, the _____ of **CCATT LLC**, a Delaware limited liability company, Attorney-in-Fact for **NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, who executed the foregoing Third Amendment to Tower License Agreement on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this ____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____

My Commission Number: _____

TOWER SURVEY

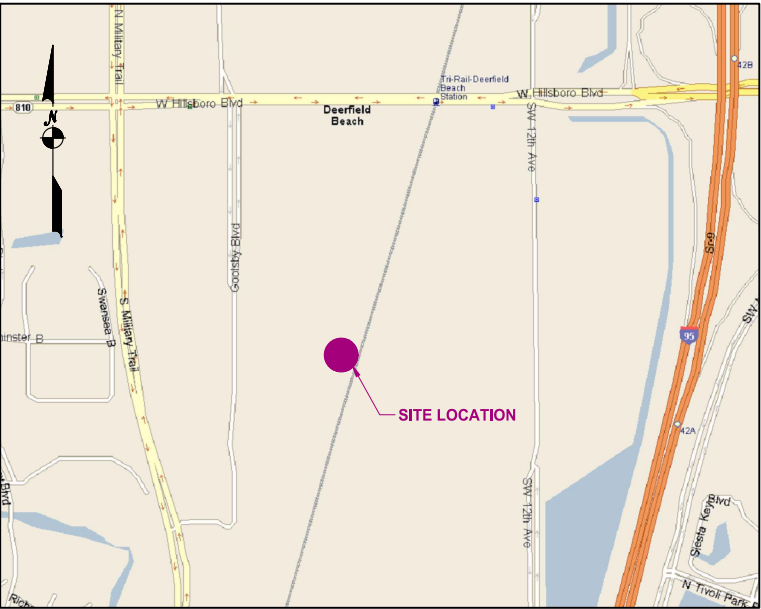
840759

CCDE

200 GOOLSBY BOULEVARD
DEERFIELD BEACH, FLORIDA 33442
BROWARD COUNTY

VICINITY MAP

NTS



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	653,363	15.00
CROWN LEASE AREA	1,800	0.041
CROWN 12' WIDE NON-EXCLUSIVE ACCESS EASEMENT	9,629	0.221
DISH NETWORK PARCEL	35	

CONTENTS

COVER SHEET
PROPERTY OVERVIEW
EASEMENT OVERVIEW
SITE OVERVIEW
LEGAL DESCRIPTIONS

SURVEY PROCEDURES & EQUIPMENT

The Accuracy Of This Survey Meets Or Exceeds The Minimum Standards As Required By Florida.
Instruments Used:
- Sokia Set 530R3
- Champion TKO GPS Receiver

COORDINATES

For internal use

LABEL	LAT, LONG
POINT #1	N26°18'47.92", W80°07'25.32"
POINT #2	N26°18'48.00", W80°07'25.61"
POINT #3	N26°18'48.69", W80°07'25.37"
POINT #4	N26°18'48.63", W80°07'25.12"

ABBREVIATIONS

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
ROW	RIGHT OF WAY
(R)	RECORD DESCRIPTION INFORMATION
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

LEGEND

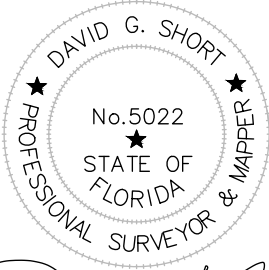
Additional Land	Set 1/2" Rebar W/Cap Stamped "GEOLINE / LB 7082"	Transformer (Aerial)
Building	IP / Rebar Monu- Found	Transformer Pad
Asphalt Pavement	Cased Monu	Catch Basin
Contour - Major	Cased Monu - Found	Inlet
Contour - Minor	Traverse Point	Culvert
Easement	Survey Point	Utility Vault
Guiderail	Gravel	Manhole
Jurisdiction Line	Dirt	Handhole
Property Line	Concrete	Pull box
Property Tie	Retaining Wall	Pedestal
Parent Property	Stairs	Riser
Tower Easement	Door / Gate	Meter
Right of Way	Double Door / Gate	Valve
Setback	Gate - Sliding	Cleanout
Treeline	Signs	Junction Box
Wetland	Mailbox	Pump Station
Railroad Tracks	Column	Utility Box
Centerline	Utility Pole	Controller
Road Centerline	Guyed Pole	HVAC
Stream	Pole	Generator
Stream (Directional)	Bollard	
Ditch	Flag Pole	
Channel	Shrub	
Fence	Tree - Palm	
Cable UG	Tree - Coniferous	
Combined Sewer	Tree - Deciduous	
Cable TV & Elec	Metal Platform	
Cable TV & Elec UG	Fuel Tanks	
Cable, Elec, & Tele	Traffic Signal Controller	
Cable, Elec, & Tele UG		
Electric		
Electric UG		
Fiber		
Fiber UG		
Gas		
Sewer		
Storm		
Telephone		
Telephone UG		
Unknown Utility		
Water		
Topo - High Point		
Topo - Low Point		
Breakline		
Match line		
Property Tie		



DRAWN BY: ALS | CHK BY: DGS | JOB NO.: 265-14225

I HEREBY CERTIFY TO CCATT LLC, CROWN CASTLE USA INC. INCLUDING ITS PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, AND TOWER TITLE:

GEOLINE SURVEYING INC., LB 7082
DAVID G. SHORT, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 5022



David G. Short
SIGNATURE

MARCH 29, 2023

DATE

CF

THE TOWER AREA AND EASEMENTS ARE NOT LOCATED WITHIN A FLOOD HAZARD AREA PER FEMA MAP #12011C0178H, EFFECTIVE 08/18/2014.

THE ASSUMED BEARING OF NORTH 89°53'08" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

- SURVEY PERFORMED ON 4/16/2022.
- DATA PROJECTED IN FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE [FL83-EF], WITH [NAVD-88] VERTICAL DATUM. EPSG CODE: 2236
- BURIED UTILITIES DEPICTED HEREON WERE DETECTED AND MARKED BY OTHERS USING INDIRECT METHODS. NO SUBSURFACE EXCAVATION WAS PERFORMED TO VERIFY THE TYPE AND LOCATION OF THE BURIED UTILITIES DEPICTED HEREON. IT IS POSSIBLE THAT OTHER UTILITIES SERVING THE SUBJECT TOWER SITE EXIST THAT WENT UNDETECTED AS A PART OF THIS SURVEY.
- NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
- ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON.
- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

1	3/13/23	RECONFIGURED/DESCRIBED LEASE & EASEMENT	HCB
-	-	-	-
-	-	-	-

TOWER SURVEY

PROPERTY INFORMATION

PARENT PARCEL

(A) CITY OF DEERFIELD BEACH
APN: 484202050010
PLAT BOOK 107, PAGE 24

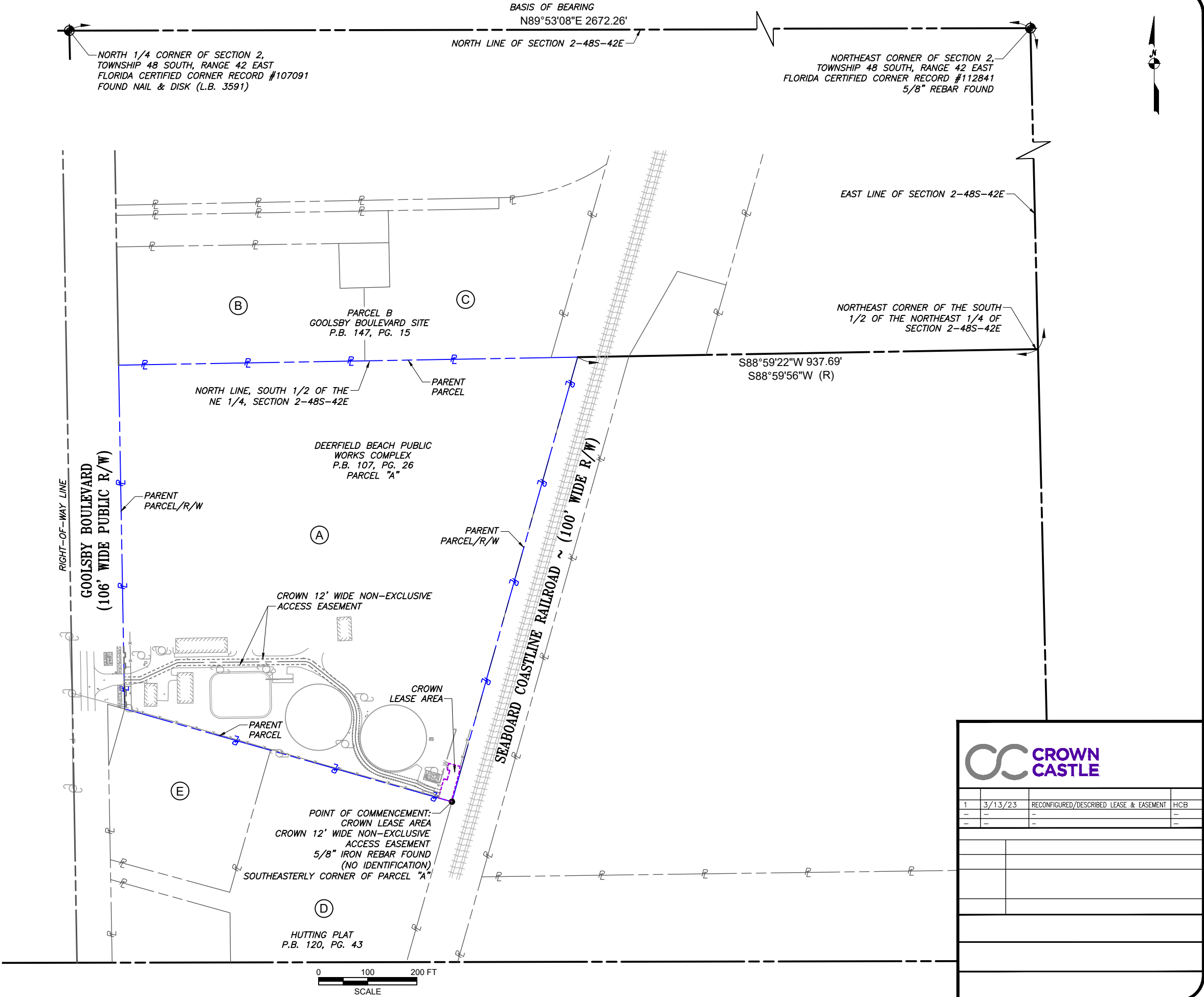
ADDRESS:
200 GOOLSBY BOULEVARD
DEERFIELD BEACH, FLORIDA 33442

ADJACENT PARCELS

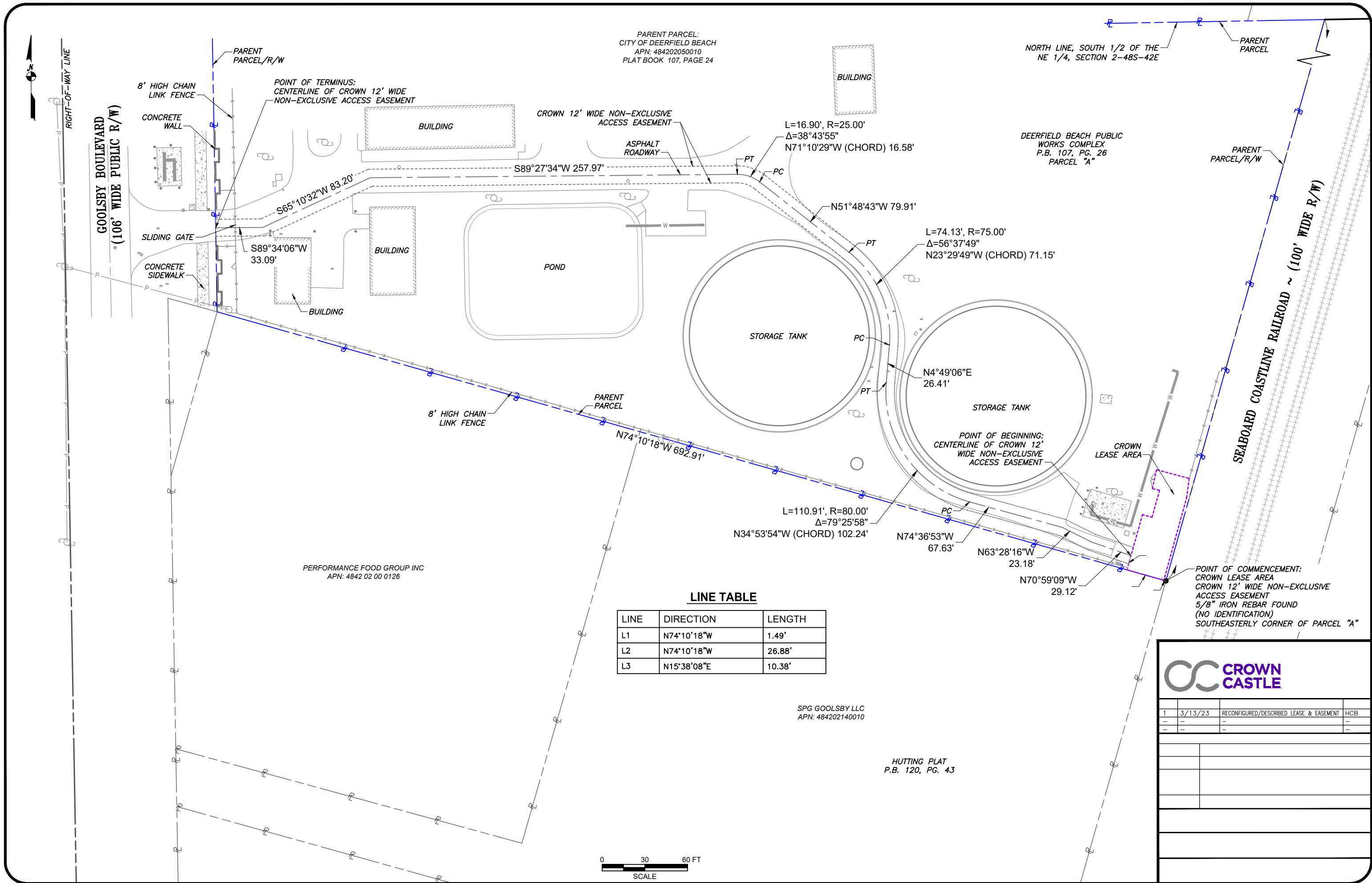
- (B) FLORIDA POWER & LIGHT CO
APN: 484202210011
- (C) SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
APN: 484202210020
- (D) SPG GOOLSBY LLC
APN: 484202140010
- (E) PERFORMANCE FOOD GROUP INC
APN: 4842 02 00 0126

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	653,363	15.00
CROWN LEASE AREA	1,800	0.04
CROWN 12' WIDE NON-EXCLUSIVE ACCESS EASEMENT	9,629	0.22



1	3/13/23	RECONFIGURED/DESCRIBED LEASE & EASEMENT	HCB
-	-	-	-
-	-	-	-

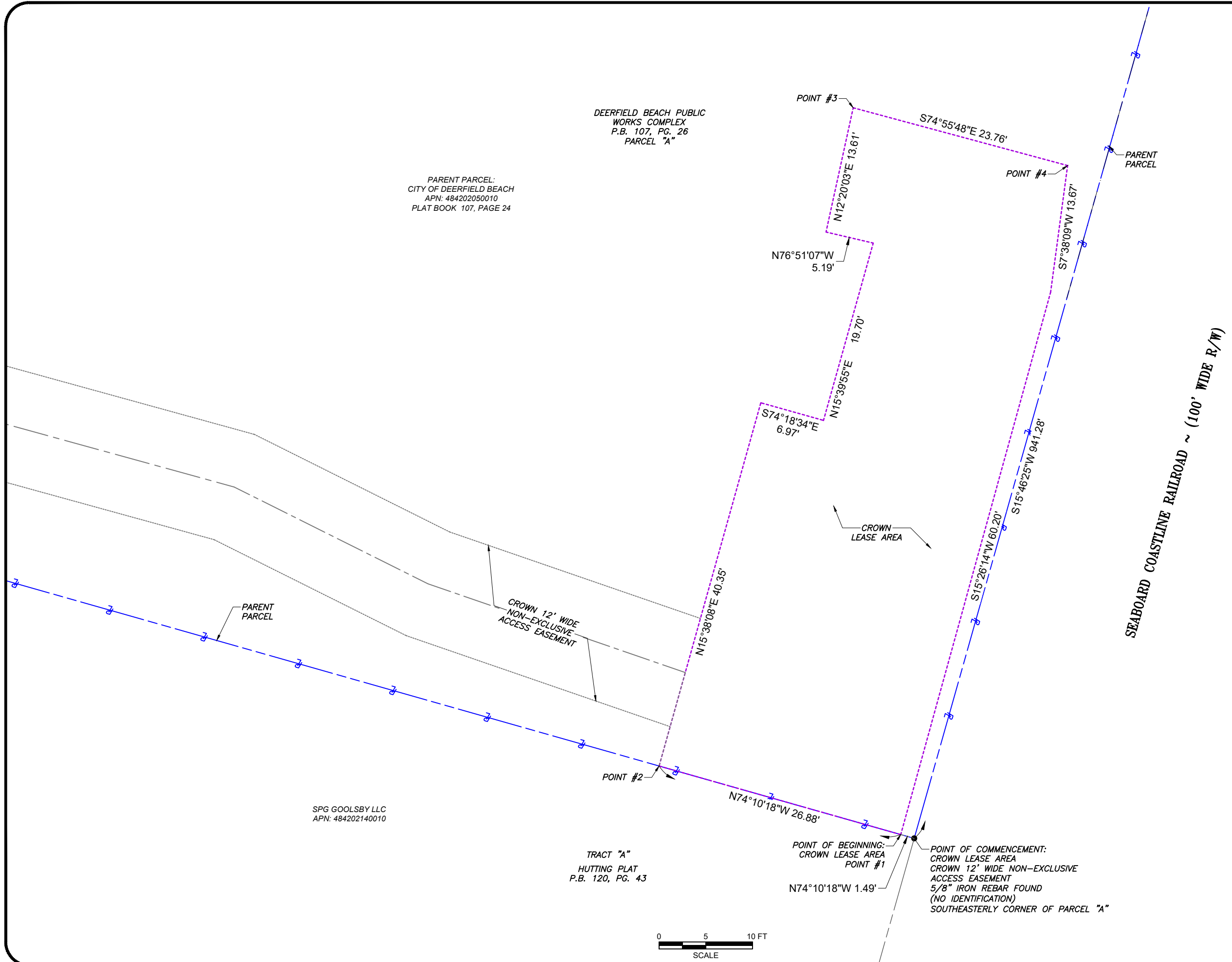


LINE TABLE

LINE	DIRECTION	LENGTH
L1	N74°10'18"W	1.49'
L2	N74°10'18"W	26.88'
L3	N15°38'08"E	10.38'



1	3/13/23	RECONFIGURED/DESCRIBED LEASE & EASEMENT	HCB
-	-	-	-
-	-	-	-



PARENT PARCEL:
CITY OF DEERFIELD BEACH
APN: 484202050010
PLAT BOOK 107, PAGE 24

DEERFIELD BEACH PUBLIC
WORKS COMPLEX
P.B. 107, PG. 26
PARCEL "A"

PARENT
PARCEL

CROWN 12' WIDE
NON-EXCLUSIVE
ACCESS EASEMENT

CROWN
LEASE AREA

SEABOARD COASTLINE RAILROAD ~ (100' WIDE R/W)

SPG GOOLSBY LLC
APN: 484202140010

TRACT "A"
HUTTING PLAT
P.B. 120, PG. 43

0 5 10 FT
SCALE

N76°51'07"W
5.19'

N15°39'55"E
19.70'

S74°18'34"E
6.97'

N15°38'08"E 40.35'

N74°10'18"W 26.88'

POINT OF BEGINNING:
CROWN LEASE AREA
POINT #1

N74°10'18"W 1.49'

S74°55'48"E 23.76'

S7°38'09"W 13.67'

S15°46'25"W 941.28'

S15°26'14"W 60.20'

POINT OF COMMENCEMENT:
CROWN LEASE AREA
CROWN 12' WIDE NON-EXCLUSIVE
ACCESS EASEMENT
5/8" IRON REBAR FOUND
(NO IDENTIFICATION)
SOUTHEASTERLY CORNER OF PARCEL "A"



1	3/13/23	RECONFIGURED/DESCRIBED LEASE & EASEMENT	HCB
-	-	-	-
-	-	-	-

CROWN LEASE AREA

(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF PARCEL "A", DEERFIELD BEACH PUBLIC WORKS COMPLEX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 107, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN SECTION 2, TOWNSHIP 48 SOUTH, RANGE 42 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF PARCEL "A", DEERFIELD BEACH PUBLIC WORKS COMPLEX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 107, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 74°10'18" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "A" FOR 1.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 74°10'18" WEST ALONG SAID SOUTHWESTERLY LINE FOR 26.88 FEET; THENCE NORTH 15°38'08" EAST FOR 40.35 FEET; THENCE SOUTH 74°18'34" EAST FOR 6.97 FEET; THENCE NORTH 15°39'55" EAST FOR 19.70 FEET; THENCE NORTH 76°51'07" WEST FOR 5.19 FEET; THENCE NORTH 12°20'03" EAST FOR 13.61 FEET; THENCE SOUTH 74°55'48" EAST FOR 23.76 FEET; THENCE SOUTH 07°38'09" WEST FOR 13.67 FEET; THENCE SOUTH 15°26'14" WEST FOR 60.20 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,800 SQUARE FEET (0.041 ACRES), MORE OR LESS.

CROWN 12 FOOT WIDE NON-EXCLUSIVE ACCESS EASEMENT

(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF PARCEL "A", DEERFIELD BEACH PUBLIC WORKS COMPLEX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 107, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN SECTION 2, TOWNSHIP 48 SOUTH, RANGE 42 EAST, SAID BROWARD COUNTY, LYING WITHIN 6 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF PARCEL "A", DEERFIELD BEACH PUBLIC WORKS COMPLEX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 107, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 74°10'18" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "A" FOR 1.49 FEET TO THE SOUTHEASTERLY CORNER OF A TOWER LEASE AREA; THENCE CONTINUE NORTH 74°10'18" WEST ALONG SAID SOUTHWESTERLY LINE AND ALONG THE SOUTHWESTERLY LINE OF SAID TOWER LEASE AREA FOR 26.88 FEET TO THE SOUTHWESTERLY CORNER OF SAID TOWER LEASE AREA; THENCE NORTH 15°38'08" EAST ALONG THE WESTERLY LINE OF SAID TOWER LEASE AREA FOR 10.38 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 12 FOOT WIDE NON-EXCLUSIVE ACCESS EASEMENT; THENCE NORTH 70°59'09" WEST FOR 29.12 FEET; THENCE NORTH 63°28'16" WEST FOR 23.18 FEET; THENCE NORTH 74°36'53" WEST FOR 67.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 79°25'58", AND A CHORD OF 102.24 FEET THAT BEARS NORTH 34°53'54" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 110.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 04°49'06" EAST FOR 26.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 56°37'49", AND A CHORD OF 71.15 FEET THAT BEARS NORTH 23°29'49" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 74.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°48'43" WEST FOR 79.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 38°43'55", AND A CHORD OF 16.58 FEET THAT BEARS NORTH 71°10'29" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR 16.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°27'34" WEST FOR 257.97 FEET; THENCE SOUTH 65°10'32" WEST FOR 83.20 FEET; THENCE SOUTH 89°34'06" WEST FOR 33.09 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF GOOLSBY BOULEVARD (106' WIDE PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 9,629 SQUARE FEET (0.221 ACRES), MORE OR LESS.



CROWN

CASTLE

1	3/13/23	RECONFIGURED/DESCRIBED LEASE & EASEMENT	HCB
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FIRST AMENDMENT TO TOWER LICENSE AGREEMENT
(BU 840759)

THIS FIRST AMENDMENT TO TOWER LICENSE AGREEMENT ("First Amendment") is made effective this 19 day of August, 2015, by and between CITY OF DEERFIELD BEACH, a municipal corporation ("City"), and NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Licensee"), by and through CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, City and Bellsouth Mobility Inc., a Georgia corporation ("Bellsouth"), entered into a Tower License Agreement dated June 9, 1998 (as assigned, the "Agreement"), whereby City licensed to Bellsouth a portion of land being described as a 1,800 square foot portion of that property (said licensed portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Licensed Property") located at 200 Goolsby Boulevard (Tax Parcel #4842 02 05 0010), Deerfield Beach, Broward County, State of Florida. Notice of the Agreement is provided by, and the Licensed Property is described in that certain Memorandum of License Agreement ("Memorandum"), dated September 11, 1998, and recorded in Book 29316, Page 1331 in the Broward County Register of Deeds ("Registry"); and

WHEREAS, the Agreement has an original term, including all renewal terms, that will expire on September 8, 2023 ("Original Term"), and City and Licensee now desire to amend the terms of the Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, City and Licensee agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.
2. Section 4(B) of the Agreement is amended by replacing "four (4)" with " eight (8)", thereby adding four (4) additional five (5)-year renewal terms to the Agreement beyond the Original Term, and extending its total term to September 8, 2043, unless sooner terminated as provided in the Agreement.
3. As additional consideration for amending the Agreement in accordance with this First Amendment, on September 9, 2023, the annual license payment shall increase one-time by an amount equal to ten percent (10%) of the annual license payment in effect for the immediately preceding year ("One-Time License Payment Increase") in addition to the regular percentage license payment increase that is scheduled to occur pursuant to the Agreement on the same date ("Regular License Payment Escalation"). The Regular License Payment Escalation shall be applied first, and then the One-Time License Payment Increase shall be applied after the license payment is increased pursuant to the Regular License Payment Escalation.

Site Name: CCDE
BU: 840759
Fixed Asset #: 10023344
PPAB 2865111v1

- 1 -

By: (Initials) CA Date 9/13/15 Doc Type 1
BUN: 840759 Lease/Lic: 382323

4. Section 12 of the Agreement is amended by deleting Licensee's notice address and inserting the following:

Licensee: NCWPCS MPL 28 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to: CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

5. The Agreement is amended by adding a new Section 24 to the end thereto:

24. RIGHT OF FIRST REFUSAL. If **CITY** receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring **CITY**'s interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Licensed Property, or **CITY**'s interest in this Agreement, or an option for any of the foregoing, **CITY** shall provide written notice to **LICENSEE** of said offer, and **LICENSEE** shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine **LICENSEE**'s possessory or economic interest in the Licensed Property. **CITY**'s notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the **CITY**'s notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If **LICENSEE** does not exercise its right of first refusal by written notice to **CITY** given within thirty (30) days, **CITY** may convey the property as described in the **CITY**'s notice. If **LICENSEE** declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and **LICENSEE**'s right of first refusal shall survive any such conveyance. **LICENSEE** shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after **LICENSEE**'s receipt of **CITY**'s notice and the assignment shall be effective upon written notice to **CITY**.

6. As additional consideration for amending the Agreement in accordance with this First Amendment, Licensee agrees to pay to City \$10,000.00 within sixty (60) days of full execution of this First Amendment by both parties.

7. Representations, Warranties and Covenants of City. City represents, warrants and covenants to Licensee as follows:

(a) City is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of City's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, City owns the Licensed Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Licensed Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Licensee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Licensee's request, City shall discharge and cause to be released (or, if approved by Licensee, subordinated to Licensee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Licensed Property.

(d) Upon Licensee's request, City shall cure any defect in City's title to the Licensed Property which in the reasonable opinion of Licensee has or may have an adverse effect on Licensee's use or possession of the Licensed Property.

(e) Licensee is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(f) City agrees to execute and deliver such further documents and provide such further assurances as may be requested by Licensee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Licensed Property under the Agreement as amended hereby.

8. IRS Form W-9. City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Licensee. In the event the Licensed Property is transferred, the transferee shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in license payments to the new licensor. City's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action

necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from license payments.

9. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between City and Licensee dated August 18, 2014, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

CITY:

City of Deerfield Beach,
a municipal corporation

By: _____ (SEAL)

Print Name: Rogers Hanson

Title: City Manager

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LICENSEE:

NCWPCS MPL 28 - Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By:  (SEAL)
Print Name: Lisa A. Sedgwick
Title: RET Manager

TOWER LICENSE AGREEMENT

This Tower Site License Agreement ("Agreement") entered this ^{21st} ~~21st~~ day of June, 1998, between the **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, whose address is 150 N.E. Second Avenue, Deerfield Beach, Florida 33441-3598 ("**CITY**") and **BELLSOUTH MOBILITY INC.**, a Georgia Corporation, whose address is 5201 Congress Avenue, Boca Raton, Florida 33487 ("**LICENSEE**").

RECITALS:

CITY is the fee simple owner of certain real property ("**CITY'S Property**"). **CITY'S Property** is more particularly described on Exhibit "A"; and

LICENSEE desires to obtain a lease from **CITY** of a portion of **CITY'S Property** containing approximately 1800 square feet (the "Tower Site"), together with a right of access and a right to install utility service thereto (the "Access/Utility Easement"). Said Tower Site and Access/Utility Easement are more particularly shown on Exhibit "B", attached hereto and by reference made a part hereof, and collectively identified as the "Licensed Property." within the access easement subject to modification by the **CITY** provided reasonable access is provided; and

Pursuant to this Agreement, **LICENSEE** may locate and construct a monopole structure (hereinafter referred to as (the "Tower") to a maximum height of 150 feet above ground level ("AGL") on the Tower Site in accordance with all applicable codes and regulations; and

In using the Licensed Property the parties hereto agree that the Tower will be designed to accommodate the co-location of certain other telecommunications operators and their respective equipment pursuant to independent-long-term Site Agreements with **LICENSEE** for tower space and the **CITY** for ground space for use of the Tower and the Licensed Property. Those certain other telecommunications operators shall hereinafter be referred to collectively as "Joint Users." The City shall not be required to enter into any ground space agreements or licenses with others; and

In consideration of the foregoing, the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, the undersigned parties acknowledge and agree as follows:

1. **RECITATIONS.** The above representations are true and correct and incorporated as binding parts of this Agreement.

2. **LICENSED PROPERTY.** **CITY** grants an exclusive license to **LICENSEE** of a portion of **CITY'S Property** consisting of approximately 1800 square feet (the "Tower Site"), together with a non-exclusive right of access and a right to install utility service thereto (the "Access/Utility Easement"). The **CITY** may modify the Access/Utility Easement provided it substitutes a reasonable alternate access easement. Said Tower Site and Access/Utility Easement

are more particularly shown on Exhibit "B", attached hereto and by reference made a part hereof, and collectively identified as the "Licensed Property."

A) Tower Space. **LICENSEE** may mount its various antennas between the 150-foot maximum elevation and the 12 foot level of the Tower to enable **LICENSEE** to erect, maintain and operate said antennas as a part of its telecommunications system. The exact location between said elevations on the Tower will be determined by **LICENSEE** so as to avoid interference with any other approved Joint Users equipment, cables, lines, antennas and/or any other property located on the Tower.

B) Equipment Space. **LICENSEE** shall have the right to install a prefabricated equipment building and related facilities (the "Equipment Facility") at the base of the Tower. The Equipment Facility shall be landscaped and constructed consistent with all City Codes.

C) Access. **CITY** agrees that **LICENSEE** shall have the right of exclusive access to the Equipment Facility and the Tower Site 24 hours a day, 7 days a week, as may be required and mutually agreed with **CITY** to construct, install, operate, maintain and repair the Tower. Tower Site and **LICENSEE'S** Equipment Facilities, provided that said access does not interfere with **CITY'S** use, create a safety hazard, or materially interfere with use of neighboring communications facilities.

D) Utility Service. **LICENSEE** shall be solely responsible for, and shall promptly pay all charges for utilities serving the Tower Site and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service and all applicable taxes resulting from the location of the Tower at the Tower Site. **LICENSEE** shall have an electric meter(s) installed at the Tower Site and have the right to run necessary utility lines and other electrical equipment as may be necessary.

E) Interference. In its use of the Licensed Property, **LICENSEE** shall be subject to the provisions of Section 17 hereunder which shall govern all license rights granted hereunder including the use by any joint users.

3. CONSTRUCTION OF TOWER AND TOWER SITE. The Tower shall be located within the Tower Site as substantially shown in Exhibit "B", to accommodate **LICENSEE** and the Joint Users communication uses as specified herein. **CITY** does hereby grant **LICENSEE** the nonexclusive right for reasonable ingress and egress to **CITY'S** Property seven (7) days a week, twenty-four (24) hours a day, for the installation of the Tower and construction of the Tower Site, with the **CITY** determining the location of such ingress and egress. In the event the City or any public utility shall require any utility easements, **CITY** agrees to cooperate and grant such easement in a timely manner with **LICENSEE** in its efforts to obtain utility services to the Tower Site.

A) Tower Capacity.

(1) It is the intent of both the **CITY** and the **LICENSEE** that the designed Tower structural loading capacity shall be reserved to accommodate the antennas and equipment of the **LICENSEE**, any approved joint user and the **CITY**. The **LICENSEE** shall permit the **CITY**, without charge, to locate on the Tower its governmental communication antennas and equipment. Such antennas and equipment shall be mounted at an elevation and with such equipment and related cables satisfactory to the **CITY** and as approved by the **LICENSEE**. The cost of the initial installation and any maintenance to the antennas and equipment shall be the **CITY's** responsibility.

(2) The parties agree that the current anticipated Tower loading structural capability includes the mounting of antennas and equipment for one additional joint user. Prior to locating additional joint users on the Tower, the **LICENSEE** shall notify the **CITY** of the request and the **CITY** shall determine at that time whether or not it wants to exercise its right to locate **CITY** facilities on the Tower. The **CITY** recognizes that the **CITY's** ability to locate on the Tower shall be subject to the structural capacity of the Tower and that once the Tower reaches structural loading capacity, the **CITY's** right to placement on the Tower will cease.

B) **LICENSEE** shall prepare, at its expense, all necessary drawings which **CITY** shall have the right to approve in its reasonable discretion. The **CITY** shall use its best efforts to review all drawings within then (10) days of receipt from the **LICENSEE**. **LICENSEE** agrees to make and file all required applications to secure the proper zoning and/or site planning and other required approvals for the Tower and the Facilities as may be required for the use contemplated herein. **LICENSEE** will be responsible for any filing fee expenses that may be associated with the zoning and/or site plan procedure. In addition, **LICENSEE** shall have the right to file any applications for certificates, permits and other approvals that may be required by any federal, state or local authorities.

C) It is understood and agreed that **LICENSEE'S** obligations hereunder, and its use of the Licensed Property as provided herein, are contingent upon **LICENSEE** obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities for the construction of the Tower, and; upon **LICENSEE** not exercising its right of termination as contained in this Agreement.

D) For the first sixty (60) days subsequent to the execution of this Agreement, **CITY** shall permit **LICENSEE** free ingress and egress to the Tower Site to conduct surveys, radio propagation tests, making subsoil tests in the form of test borings and test pits of reasonable size and in required locations, and satisfying itself that any environmental hazardous material is not present at the Tower Site, and other activities of a similar nature, as **LICENSEE** may deem necessary, at the sole cost of **LICENSEE**. **LICENSEE** agrees to promptly repair any damage caused by its activities and agrees that said activities will be conducted in a manner that will not damage **CITY'S** Property or materially interfere with any **CITY** operation or activity. **CITY**

shall provide and make available to **LICENSEE**, within ten (10) days of the effective date of this Agreement, copies of any and all past environmental audits, including but not limited to, soil and ground water reports and asbestos material surveys applicable to **CITY'S** Property.

E) **LICENSEE**, at its sole cost and expense, shall cause the approved Tower and Tower Site work to be done and completed in a good, substantial and workmanlike manner, and in compliance with all legal requirements and current industry standards. **LICENSEE** shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the work. Upon the completion of the Tower in compliance with all applicable laws and regulations and inspection by the **CITY** (as may be required pursuant to the **CITY'S** building permit review process), the **CITY** agrees to issue a Certificate of Completion. **CITY** shall have no duty or obligation to inspect the work, but shall have the absolute right to do so and shall have the right (but not the obligation) to determine, in its sole reasonable discretion and at its expense, that the construction has been performed in accordance with the approved drawings and has been performed in the manner required by this section. Failure to inspect or failure to determine a violation of a rule, regulation or construction standard shall not relieve **LICENSEE** of its responsibility for same.

F) After completion of the Tower and Tower Site:

- i) **LICENSEE** may locate and install its antennas and other communications facilities and equipment, upon specifically designated portions of the Tower structure. **LICENSEE** shall be responsible for the cost of any required maintenance to its antennas and associated equipment. Said maintenance is to be performed by **LICENSEE**, or its contractors, in a workmanlike manner and all work is to be done in a manner consistent with **LICENSEE'S** high quality construction standard and in a state of good repair.
- ii) Any approved Joint Users, as defined herein, shall within 30 days from the issuance of the certificate of completion be able to locate their respective antennas and communications equipment unto the Tower and Tower Site, at their expense, subject to the Joint User executing a license agreement(s) with the **CITY** for ground space and a Co-Location Agreement with the **LICENSEE** for tower space provided said Co-Location Agreement incorporates all restrictions and obligations set forth herein.

4. **TERM AND LICENSE FEE.** **LICENSEE'S** term and annual license fees shall be as follows:

A) The Agreement shall be for an initial term of five (5) years starting from the date that the **CITY** issues a building permit for the Tower.

B) **LICENSEE** shall have the option to extend the License for four (4) additional five (5) year terms, and such extensions shall automatically occur unless **LICENSEE** gives

CITY written notice of its intention not to extend the License at least one hundred twenty (120) days prior to the end of the current term.

C) The annual license fee for the first year shall be Twenty Two Thousand Dollars (\$22,000), plus applicable taxes, payable upon the date of issuance of the building permit and due annually thereafter on or before the same date. The annual license payment shall increase from the previous year's fee by five percent (5%) annually for each year of the Agreement.

D) The LICENSEE shall start construction at the site within one hundred twenty (120) days from issuance of the building permit. This time period may be extended by written agreement of the CITY and the LICENSEE for an additional sixty (60) days. If the LICENSEE does not start construction at the site within the agreed upon time period, this Agreement shall be considered null and void and the obligations of both parties shall cease.

5. USE.

A) Use of the Licensed Property by LICENSEE shall be for the sole purpose of installing, removing, replacing, maintaining and operating, at its sole expense, its communications equipment and uses incidental thereto, including LICENSEE'S antenna array on the Licensed Property for the transmission of non-video sources only. Only one monopole Tower may be constructed on the Licensed Property by the LICENSEE. LICENSEE shall have the right to install, construct, repair, maintain, operate or remove its communications equipment, including without limitation its equipment facilities, transmitters, receivers, generators for emergency power, antennas and related equipment and support structures and trade fixtures ("Licensee's Equipment"). LICENSEE shall retain ownership of the Tower and title to Licensee's Equipment Facilities shall be and remain solely in LICENSEE. All equipment, antenna support structures and trade fixtures placed on the Licensed Property, by LICENSEE are and shall remain the property of LICENSEE and shall not be deemed fixtures on the land. In the event that any modifications are needed to the Tower Site to accommodate Licensee's Equipment, LICENSEE shall bear all costs associated therewith. Notwithstanding the foregoing, it is acknowledged between the parties hereto that LICENSEE shall retain priority as to any other Joint User. **Nothing contained herein shall grant LICENSEE the right to use or permit others to use the Tower for purposes of transmitting, or in any way assisting in the transmission of video signals or functioning as part of a system which transmits or aids in the transmission of video signals.**

B) Plans, Specifications and Governmental Approvals. LICENSEE, at its own expense, shall prepare all plans and specifications and shall obtain all certificates, permits, licenses and other approvals required by any applicable federal state and local authorities (collectively, "Governmental Approvals") for the use of the Licensed Property. CITY shall have the right to approve, in CITY'S reasonable discretion (consistent with CITY'S use and desire to permit other use of the Tower Site and to consider aesthetic concerns), the plans and specifications for the installation of LICENSEE'S Equipment and any substantive modifications. Responsibility for obtaining permits remains solely with LICENSEE.

LICENSEE shall maintain in a good state of repair and in good operating condition its antenna and transmitting and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. **LICENSEE** shall observe and comply with all applicable laws, statutes, ordinances, rules and regulations of the federal, state, and local governments and of all other governmental authorities, affecting **LICENSEE'S** Equipment or appurtenances thereto or any part thereof.

6. **USE BY JOINT USERS.**

A) Upon the issuance of the License for the Tower Site and subject to structural loading capabilities, **LICENSEE** may enter into a Co-Location Agreement with each **CITY**-approved Joint User to utilize space upon the Tower. **LICENSEE** shall have the good faith obligation to permit co-location where feasible and pursuant to reasonable industry standards. No Co-Location Agreement shall exceed the maximum term of this Agreement or any lesser period caused by termination as permitted herein.

B) The exact locations of any Joint User's antennas and equipment upon the Tower will be determined by **LICENSEE** so as to avoid interference of each Joint User (which shall include **CITY**) with any other Joint User's telecommunications equipment, cables, lines, antennas and/or any other property located on the Tower, and to most conveniently accommodate the shared use of the Tower by the Joint Users.

C) **CITY** pursuant to this Agreement, grants to **LICENSEE** and each Joint User permission to locate and attach their necessary transmitter equipment, transmission lines, cables, antennas, fixtures, and other associated equipment on the Tower, subject to the Joint User expressly committing to all terms, conditions, and obligations imposed herein, including, but not limited to the insurance and indemnity requirements for the protection of the **CITY**, non-interference and all other obligations to the **CITY** and rights of the **CITY**. **LICENSEE** shall be responsible to the **CITY** for enforcing compliance with said obligations and rights and the extent permitted by law, the **CITY** shall reasonably cooperate with the **LICENSEE** in doing so. All the provisions in the Agreement shall be included within any co-location agreement between **LICENSEE** and any Joint User and a copy of said agreement will be provided to **CITY** promptly upon final execution by both parties.

D) Use of the Tower shall be subject to the terms and conditions of each respective Co-Location Agreement between **LICENSEE** and each Joint User. Termination or cancellation of a Co-Location Agreement shall terminate that Joint Users right to access and use of the Tower as provided for herein without any liability by **CITY** to any Joint User.

E) No use of the Tower by any Joint User shall interfere with the **CITY'S** use of the Tower, or any other **CITY** facility, property, **CITY** function or operation in any part of the City.

F) Any Co-Location Agreement entered into with a Joint User by **LICENSEE** shall include a provision that in the event that the Co-Location Agreement is terminated, such

termination shall not create any monetary or other liability of any nature whatsoever for **CITY** to Joint Users.

G) **LICENSEE** shall have the right to all revenue from joint users for the use or lease of any tower space and for the recoupment of any capital tower costs; the **CITY** shall be entitled to all revenues for the use, license or lease by joint users of ground space.

7. **TOWER ADMINISTRATOR.** In order to protect the integrity of the Tower, **LICENSEE** does hereby agree to act as the Tower Administrator to assure that any subsequent installation and/or maintenance performed on the Tower by **CITY** or any other Joint User, shall be done in a workman-like manner consistent with high quality construction standards. Prior to the commencement of any installation or maintenance work by any such other Joint User (including the **CITY**), that User shall submit detailed plans of the work to be performed to **LICENSEE** for its approval and **LICENSEE** shall have the option to approve the contemplated contractor prior to the commencement of any installation or maintenance.

A) It is the intent of the **CITY** and **LICENSEE** that the designed Tower capacity be reserved to accommodate the antennas, transmitters and equipment of **LICENSEE** and any other approved Joint User, and **LICENSEE** agrees to cooperate in good faith to reserve, protect and carry out such intent. Any necessary Tower studies shall be conducted at the requesting party's expense.

8. **RIGHTS TO EQUIPMENT, CONDITION ON SURRENDER.**

A) **LICENSEE'S** Tower, antennas and related equipment facilities shall remain the property of **LICENSEE**. At the termination or expiration of this Agreement, **LICENSEE** shall have the obligation to remove its antennas and/or related equipment facilities. Upon removal of the Tower, antennas and/or related equipment facilities, **LICENSEE** shall repair any damage caused by such removal, and shall otherwise surrender the Licensed Property at the expiration of the term, as same may have been extended, or earlier termination thereof, in good condition ordinary wear and tear, damage by fire and other casualty excepted. Any of **LICENSEE'S** Tower, equipment facilities, or other property that has not been removed from the Licensed Property within a reasonable period of time from the time this Agreement is terminated shall be deemed abandoned by **LICENSEE** and **CITY** shall have the option to dispose of same and to charge **LICENSEE** for the cost or to request the **LICENSEE** to transfer to the **CITY** by Bill of Sale, absolute, free and clear title to the tower structure and any other equipment or facilities including all rights to future revenues or fees therefrom from third parties.

B) Any claims relating to the condition of the Licensed Property must be presented by **CITY** in writing to **LICENSEE** within thirty (30) days after the termination of this Agreement or discovery of said condition (whichever occurs later) or **CITY** shall be deemed to have irrevocably waived any and all such claims.

9. MAINTENANCE

A) **LICENSEE'S** Equipment shall be installed, constructed and maintained by **LICENSEE** at **LICENSEE'S** sole cost and expense, in a good and workmanlike manner in accordance with **LICENSEE'S** specifications.

B) FAA AND FCC REQUIREMENTS. **LICENSEE** shall comply, at **LICENSEE'S** sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC").

C) MAINTENANCE OF TOWER AND TOWER SITE. **LICENSEE** at **LICENSEE'S** sole cost and expense, shall maintain the Tower and Tower Site in good order and repair. **LICENSEE** shall observe and comply with all applicable laws, statutes, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and local governments and of all other governmental authorities, affecting the Licensed Property, the Tower and Tower Site.

10. LICENSEE'S DEFAULT

A) The occurrence of any one or more of the following events shall constitute an "Event or Default" hereunder by **LICENSEE**:

(1) The failure by **LICENSEE** to make any payment of the license fee or any other payment required to be made by **LICENSEE** hereunder, as and when due, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by **LICENSEE** from **CITY**.

(2) The failure by **LICENSEE** to observe or perform any of the material covenants or provisions of this Agreement to be observed or performed by **LICENSEE**, other than as specified in section (1) above, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by **LICENSEE** from **CITY**; provided, however, that it shall not be deemed an Event of Default by **LICENSEE** if **LICENSEE** shall commence to cure such failure within said thirty (30) day period and thereafter diligently and continuously prosecutes such cure to completion. Except as provided in Section 17, if the default is of a technical or equipment related nature such that the **LICENSEE** cannot cure the default within ninety (90) days, the **LICENSEE** shall notify the **CITY** of same.

B) If there occurs an Event of Default by **LICENSEE**, in addition to any other remedies available to **CITY** at law or in equity, **CITY** shall have the option to terminate this Agreement and all rights of **LICENSEE** hereunder. In addition, **CITY** shall have the right upon prior written notice to **LICENSEE** to require **LICENSEE** to remove the Tower and restore the Tower Site to its former condition, reasonable wear and tear excepted.

C) If there occurs an Event of Default by **LICENSEE** (other than Section (A)(1) above), **CITY** shall not have the right, prior to the termination of this Agreement by a court of competent jurisdiction, to remove **LICENSEE'S** property from the Licensed Property and/or remove persons or property from the Licensed Property. However, **CITY** shall have the absolute right to unrestricted access to the full use of all **CITY** property and equipment and may take all reasonable actions necessary to protect said access.

11. **CITY'S DEFAULT.** In the event of a breach by **CITY** of any of the material covenants or provisions hereof and **CITY'S** failure to cure any breach of any other provision of the Agreement after thirty (30) days written notice and demand, **LICENSEE** shall have the right of injunction or to terminate the Agreement upon thirty (30) days written notice. These shall be **LICENSEE'S** sole and exclusive remedies for any default by **CITY** except where specifically and expressly stated otherwise herein.

12. **NOTICES.** Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is three (3) days after deposit in the United States Mail, as the case may be.

CITY: City of Deerfield Beach
150 N.E. Second Avenue
Deerfield Beach, Florida 33441-3598

LICENSEE: BellSouth Mobility Inc
5201 Congress Avenue
Boca Raton, Florida 33482
Attention: Network Real Estate Manager

Copy to: ~~Weiss Serota Helfman Pastoriza & Guedes, P.A.~~
~~2665 S. Bayshore Drive, Suite 420~~
~~Miami, Florida 33139~~



Any party may change his, her or its address for notice purposes by giving notice in accordance with this paragraph.

13. ASSIGNMENT Assignment of this Agreement by **LICENSEE** may be made to any affiliate or subsidiary of **LICENSEE**. As to others, **LICENSEE** shall not assign this Agreement, or mortgage or pledge the same, or any part thereof, without the prior written consent of **CITY**, such consent not to be unreasonably withheld, conditioned or delayed.

14. TERMINATION Termination of this Agreement may be exercised by **LICENSEE** at any time without further liability if **LICENSEE** cannot obtain all Governmental Approvals required from any governmental authority and/or any easements required from any third party to operate or access the communications facility, or if any such approval is canceled or expires, or lapses, or withdrawn or terminated, or if **CITY** fails to have proper ownership of the Licensed Property and/or authority to enter into this Agreement, or if any other reason, **LICENSEE** in its sole discretion, determines that it will be unable to use the site for its intended purpose. Notice of **LICENSEE'S** exercise of its right to terminate shall be given to **CITY** in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the **CITY** as evidenced by the return receipt. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money to each other. However, any pre-paid license fee shall be refunded to the **LICENSEE** at a pro-rata amount. **LICENSEE** shall use its best efforts to obtain all approvals and keep them current and obtain and keep current all necessary easements. Any termination of this Agreement shall also terminate the right of any Joint Users.

15. HAZARDOUS SUBSTANCES

A) **CITY** represents that while the subject property has been under the ownership of the **CITY**, neither **CITY**, nor to **CITY'S** knowledge, any third party has used, generated, stored or disposed of, any Hazardous Material (as defined in Paragraph B, below) on, under, or within **CITY'S** Property in violation of any law or regulation. **CITY** and **LICENSEE** each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined in Paragraph B, below) on, under, about or within **CITY'S** Property in violation of any applicable law or regulation. Except for the storage of any fuels necessary to operate a generator, **LICENSEE** warrants that it shall not place, use, generate, store or dispose of nor allow to be placed, used, generated or disposed of any hazardous substances on the Property and shall indemnify, defend and hold the **CITY** harmless from any liability or judgments which result from the existence of any hazardous substances used, generated, stored or permitted on the site by **LICENSEE**.

B) **CITY** and **LICENSEE** each agree to defend and indemnify the other against any and all losses, liabilities, claims, judgments and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in Paragraph A, above. As used in Paragraph A, above, "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including, petroleum and asbestos). **CITY** does not waive its sovereign immunity or any immunity or damage limitations provided by law, statute or regulation.

16. INTERFERENCE

A) **LICENSEE** agrees to install and operate communications equipment of a type and configuration frequency, in such a manner and in a location which will not cause material interference with or damages to **CITY'S** equipment or any persons or entities currently operating facilities on any **CITY** property. In the event **LICENSEE'S** Equipment or its operation or use or maintenance of said equipment causes damages or causes interference with **CITY'S** equipment, facilities, or any of **CITY'S** property or any persons or entities currently operating facilities on any **CITY** property, **LICENSEE** shall immediately, upon written notice from the **CITY**, take all steps necessary to correct and shall completely remedy such damage or eliminate such interference at **LICENSEE'S** sole cost and expense. If the damage or interference requires repairs or alterations to **CITY** property or facilities thereon, **CITY** shall make the repairs and **LICENSEE** shall reimburse the **CITY** for the entire cost within thirty (30) days of receipt of notice of the cost. In the case of an emergency, or failure by **LICENSEE** to promptly eliminate the damage or interference, the **CITY** may take any actions needed to resolve any emergency resulting from **LICENSEE'S** use or equipment and charge said costs to **LICENSEE** which shall pay said costs within thirty (30) days of receipt of documentation of said costs. **CITY** shall notify **LICENSEE** of such emergency and its actions to remedy said actions. To the extent feasible, **CITY** shall attempt to minimize damage to **LICENSEE'S** equipment. In the event that any addition or modification to **CITY'S** Equipment causes interference with **LICENSEE'S** Equipment or communications signal or system, **CITY**, upon notification of such interference, agrees to promptly seek a remedy for such interference at **CITY'S** expense (subject to the condition set forth in the next sentence) until such interference is corrected to **LICENSEE'S** reasonable satisfaction. In the event **CITY** and **LICENSEE** cannot resolve the interference problem, **LICENSEE** shall have the right as its sole and exclusive remedy for any interference or interruption, or the failure of the **CITY** to effect a remedy, to terminate this Agreement on thirty (30) days notice.

B) **LICENSEE** may permit other operators of communications equipment (the "Joint Users") to locate on the Tower and Tower Site. **LICENSEE** shall require said operators to take actions to remedy any material interference with the **CITY** facilities or current operators (or any **CITY** property) or another Joint User, or **LICENSEE'S** equipment or operational capabilities upon written notice from **LICENSEE**. **LICENSEE** shall be responsible to enforce this obligation. If **LICENSEE** is unable to remedy the material interference caused by another operator, **LICENSEE**, at its discretion, shall have the obligation to terminate that offending User's access to the Tower, or take any other action against the Joint User to obtain compliance.

LICENSEE shall fully cooperate with any other operators of communications equipment on the Tower (and associated equipment in the areas in the vicinity of the Tower Site) to minimize interference with such operations and take such reasonable actions as are necessary to minimize or eliminate such interference. This obligation shall be undertaken by **LICENSEE** in good faith and with diligence to minimize any such interference.

17. INDEMNIFICATION AND INSURANCE.

A) By CITY. Subject to Section 768.28, Florida Statutes, and other Florida law, **CITY** shall indemnify and hold harmless **LICENSEE** against and from any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and expenses) incurred by **LICENSEE** or any affiliate or subsidiary of **LICENSEE** on account of or arising from **CITY'S** use of the Tower, Tower Site, or from any other activity of **CITY**, resulting from the negligence or misconduct or breach of any material provision of this Agreement by **CITY**. To the extent permitted by law, **CITY**, upon notice from **LICENSEE**, shall resist and defend at **CITY'S** expense any such actions or proceedings by counsel reasonably satisfactory to **LICENSEE**. This indemnity, defense and hold harmless obligation shall not apply to any claims arising from any negligent or intentional misconduct of the indemnified party, or any Joint User, and shall not apply to conduct not permitted by this License Agreement. This indemnity shall survive the termination of this Agreement. The **CITY** does not waive its sovereign immunity or any immunity provided by law, statute, or regulation. Further, this indemnity, defense and hold harmless obligation shall be strictly limited to costs of repair and/or replacement of the Tower and Tower Facilities and shall specifically exclude **LICENSEE'S** and any Joint User's or other parties' damages or other consequential damages of any kind whatsoever, including but not limited to, down time or lost profits or revenues, or claims of any Joint User.

B) By LICENSEE. **LICENSEE** shall defend, indemnify and hold harmless **CITY** against and from any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and expenses) incurred by **CITY** on account of or arising from **LICENSEE'S** use of the Licensed Property or activities thereon resulting from the negligence or misconduct or breach of any material provision of this Agreement by the **LICENSEE**. **LICENSEE**, upon notice from **CITY**, shall resist and defend at **LICENSEE'S** expense any such actions or proceedings by counsel reasonably satisfactory to **CITY**. This indemnity, defense and hold harmless obligation shall not apply to any claims arising from any negligent or intentional misconduct of the indemnified party. This indemnity shall survive any termination of this Agreement.

C) INSURANCE. **LICENSEE** shall maintain, at its sole cost, during the term of this Agreement, commercial general liability insurance insuring **LICENSEE** against liability for personal injury, death or damage to personal property arising out of the use of the Licensed Property by **LICENSEE**. Such insurance shall provide coverage in an amount not less than \$1 million for bodily injury or death to one or more persons and in an amount of not less than \$1 million for property damage. The **CITY** shall be named as an additional insured on any such policy as it relates to the subject property (including, but not limited to the Tower Site) and entitled to thirty (30) days notice of the cancellation or alteration of the terms thereof. **LICENSEE** shall require similar insurance from each Joint User naming the **CITY** as an additional insured and indemnifying and holding the **CITY** harmless and provide evidence of such insurance to the **CITY**.

18. **CONDEMNATION** In the event the whole of CITY'S Property, including without limitation the Tower Site) or such portion thereof as will make the premises unusable for the purposes herein contained, are condemned by any legally constituted authority for any public use or purpose, or sold under threat thereof, then in either of said events the term hereby granted shall cease from the time when possession of the Licensed Property, inclusive of the Tower Site, is taken by public authorities, and rental shall be accounted for as between CITY and LICENSEE as of that date on a pro-rata basis for rents paid in advance. Any lesser condemnation shall in no way affect the respective rights and obligations of CITY and LICENSEE hereunder. Nothing in this provision shall be construed to limit or affect LICENSEE'S independent right to an award of compensation or any eminent domain proceeding for the taking of LICENSEE'S antenna and equipment, if taken.

19. **LIENS** LICENSEE shall keep the Tower Site free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for LICENSEE or any Joint User. LICENSEE shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which CITY permits LICENSEE to perform on the Property shall be deemed to be for the use and benefit of CITY so that no mechanics or other lien shall be allowed against the estate of CITY by reason of its consent to such work. CITY shall have the right to post notices that it is not responsible for payment for any such work.

20. **SALE OR TRANSFER BY CITY** If CITY, at any time during the initial term or any extended term of this Agreement, sells, leases, transfers or otherwise conveys all or any part of CITY'S Property to any transferee other than LICENSEE, such transfer shall be subject to the terms and provisions of this Agreement and all of LICENSEE'S rights hereunder.

21. **TAXES** LICENSEE shall be liable for and shall pay to the applicable taxing authority if billed directly to LICENSEE, or to CITY if billed to CITY upon thirty (30) days prior written notice from CITY, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by LICENSEE in or about the Property or on the real property if such tax is imposed as a result of the LICENSEE'S subject use of the Property. LICENSEE shall pay as an additional license fee any increase in real property taxes levied against CITY'S Property, including the Tower Site, attributed directly and arising as a result of the improvements constructed by LICENSEE on the Property.

22. **DAMAGE OR DESTRUCTION**

A) In the event that, at any time during the term of this Agreement, the Tower shall be partially destroyed or damaged through no fault of the CITY, then LICENSEE, its agents, representatives, or employees, shall have the right, but not the obligation, at its own cost and expense, to repair, replace or rebuild the Tower and/or Tower Site. In the event LICENSEE has not applied for a permit or commenced such repair, replacement, or rebuilding within forty-five (45) days after the date of such damage or destruction, CITY may, upon written notice to LICENSEE terminate this Agreement as of the date set forth in such notice and all license fees and other sums shall be accounted for between CITY and LICENSEE as of the date the Tower

Site became unavailable to **LICENSEE**. License fees shall abate to the extent that, and for the period that, the Licensed Property is not usable for the conduct of **LICENSEE'S** business. In the alternative, **LICENSEE** shall be permitted to construct a tower within 300 feet of the Tower Site provided there is a reasonable site available which is permitted by all applicable City Codes and Ordinances and not otherwise restricted.

B) In the event of any such damage or destruction which renders **LICENSEE'S** Facilities non-operable, **LICENSEE** shall have, and **CITY** hereby grants to **LICENSEE**, the right to bring and maintain upon **CITY'S** Property such temporary communications facilities as **LICENSEE** shall reasonably determine are the minimum necessary to continue to operate **LICENSEE'S** communications system and provided (i) that such temporary facilities do not materially interfere with **CITY'S** or any other tenant's communications operations on **CITY'S** Property or the repair or replacement of the damaged facilities and that **LICENSEE** shall remove such temporary facilities upon the sooner of (a) the restoration of service by **LICENSEE'S** Facilities, or (b) termination of this Agreement. **LICENSEE** shall diligently attempt to restore permanent service at the site and remove any temporary facilities upon restoration of service.



C) If **LICENSEE** exercises its right to construct a replacement Tower or repair the damaged Tower pursuant to any of the above, this Agreement shall remain in full force and effect. All construction shall comply with applicable codes and regulations.

D) Should the Tower Site be destroyed and **LICENSEE** elects, at its sole expense, to construct a replacement tower structure, **LICENSEE** and **CITY** shall work together to determine an alternate site, if available, for the erection of such tower structure subject to reasonable terms and conditions under the then existing circumstances.

23. MISCELLANEOUS

A) **LICENSEE**, upon paying the license fee, shall peaceably and quietly have, hold and enjoy the Licensed Property subject to all terms and conditions set forth herein. **CITY** shall not have unsupervised access to the Licensed Property or to **LICENSEE'S** Equipment Facilities.

B) **CITY** represents and warrants that **CITY** has full authority to enter into and sign this Agreement.

C) This Agreement supersedes all prior agreements and contains all agreements, promises and understandings between the **CITY** and **LICENSEE**. All exhibits are made a part of this Agreement as though set forth in full.

D) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of **CITY** and **LICENSEE**. **LICENSEE** may not permit any other use of the Licensed Property for any purpose except as expressed herein and may not permit any third party to use the Leased Premises.

E) The drafting of this Agreement has been a joint endeavor between the parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one party than the other.

F) The prevailing party in any action or proceeding in court to enforce any term of this Agreement shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing party.

G) The validity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

H) A Memorandum of Agreement, acceptable to both parties, shall be recorded by **LICENSEE** in the public records of Broward County, Florida within forty-five (45) days of the final execution of this Agreement.

I) In no case shall either party be liable to the other for consequential or special damages of any kind whatsoever, including but not limited to, lost revenues, lost profits, or any other damages of any kind whatsoever in any way related to damage, interference, down time, or relocation of **LICENSEE'S** equipment or that of any Joint User resulting from any **CITY** breach or default under this Agreement of whatsoever nature. Further, **CITY** shall have no liability for damages or interference caused by parties other than the **CITY**. All Joint Users shall be specifically made aware of these limitations and expressly agree to same in writing, a copy of which shall be forwarded to **CITY**. All indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement.

J) Nothing contained herein shall be deemed to grant any cable television or video programming rights or franchise of any kind to **LICENSEE** or any Joint User.

K) All disputes arising under this Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year below as written.

Signed, sealed and delivered
in the presence of:

CITY OF DEERFIELD BEACH

Witness
Print Name: Jeffrey R. Rink

Witness
Print Name: Felicia Bravo

By: [Signature]
Print Name: Albert R. Capellini, P.E.

Title: Mayor

Address: 150 NE. Second Ave.
Deerfield Beach, FL 33441

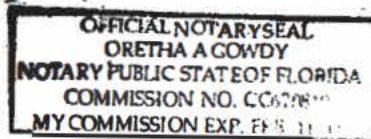
Executed on the 6th day of
June, 1998.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of June, 1998, by ALBERT R. CAPELLINI, as Mayor of the City of Deerfield Beach, a municipal corporation, who is personally known to me or has produced as identification.

[Signature]
Notary Public
Print Name: ORETHA A. GOWDY
My Commission Expires 2/11/01
(Seal)



Signed, sealed and delivered
in the presence of:

Witness

Print Name: MARC ZIELINSKI

Witness

Print Name: JOHN FIEGE

K LICENSEE

BELLSOUTH MOBILITY INC

By: [Signature]

Print Name: DANIEL P. NORMAN

Title: VICE PRESIDENT

Address: 5201 Congress Avenue
Boca Raton, FL 33482

Executed on the 20th day of
May, 1998.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of
May 1998, by Dan Norman, as Regional V.P.
of BellSouth Mobility who is personally known to me or has produced
as identification.

Susan Anita LeBrun

Notary Public

Print Name: Susan Anita LeBrun

My Commission Expires:

(Seal)



My Comm Exp. 10/13/00
Created By Sonnet Inc.
No. CC592032
(1) Personally Known (2) Other I.D.

PROPOSED EXHIBIT LIST

EXHIBIT "A"

Legal Description and Survey of CITY'S Property and Licensed Property (including Tower).

EXHIBIT "B"

Site Plan Sketch of Licensed Property (including Equipment Building, Tower Site and Access/Utility Easement).

016367

4/07/98

EXHIBIT "A"

DESCRIPTION OF PROPOSED ACCESS EASEMENT

[illegible]

DESCRIPTION OF PROPOSED LEASE PARCEL

THE SOUTH 25.00 FEET OF THE EAST 25.00 FEET, LESS THE NORTH 25.00 FEET OF THE SOUTH 25.00 FEET OF THE WEST 12.50 FEET OF THE EAST 25.00 FEET OF PHASE "A", BEDFORD BRANCH PUBLIC WORKS COMPLEX, ACCORDING TO THE PLAN HERETOBY AS RECORDED IN PLAT BOOK 167, PAGE 28 OF THE PUBLIC RECORDS OF BIRMINGHAM COUNTY, FLORIDA.

CONTAINING 1,250 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

Symbols Legend :

-  = CAMPESTRIS TREE
 = OAK TREE
 = PINE TREE
 = MAPLE TREE
 = POPLAR TREE
 = PALM TREE
 = LIGHT POLE
 = STOP SIGN
 = STREET NAME
 = FIRE HYDRANT
 = SIGNAL FOR CROSSING
 = STOP/GO LIGHT
 = STOP/GO LIGHT
 = STOP/GO LIGHT

Location Sketch
(Must be done)

DESCRIPTION OF PARENT TRACT

ALL OF PAGE "C", DEEDS OF BROWARD PUBLIC SERVICE
COMPLEX, ACCORDING TO THE PLAT THEREOF AS REC-
ORDED IN PLAT BOOK 107, PAGE 28 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL "A"
EACH PUBLIC WORKS COMPLEX
(K 107, PAGE 26 BRO. CO.)

Notes :

- [illegible]

Legend :

- WFF - WOODEN POWER POLE
 GA - GUY ANCHOR
 HW - OVERHEAD WIRE
 DO - DEADEND
 FLAT - FLAT
 CAL - CALUMBA
 DES - DESCRIPTION
 M-NATIONAL GEODETIC VERTICAL DATUM
 J - EXISTING SPOT ELEVATION
 P.C. - POINT OF COMMENCEMENT
 P.S. - POINT OF BEGINNING
 P.T. - POINT OF TERMINATION
 R.C. - REINFORCED CONCRETE PIPE
 SET - SET 6" DIA. SHAMERS FOR 400
 WITH CAP STAMP "L 4300"
 R/W - RIGHT OF WAY

Map Of Survey REVISED 12/3/97

A. Boundary and Topographic Survey
for BellSouth Mobility
Site: CCDE
Broward County, Florida.

3700.48
1" = 30'
10/13/97

EXHIBIT "A"

12' DIA. FIGUS TREE

S.15°46'25"W.

PROPOSED GROUND STORAGE TANK

Site Benchmark

TOP OF BRASS DISK
ON CONCRETE SLAB
ELEV = 13.27 FEET N.G.V.D.

S.74°13'35"E.
15.00'

6' CHAINLINK
FENCE

N.15°46'25"E.
20.00'

S.74°13'35"E.
20.00'

PROPOSED
LEASE
SITE

SEABOARD COASTLINE RAILROAD
100' RIGHT OF WAY

6' CHAINLINK
FENCE

S.74°13'35"E.
20.00'

FVC PIPE

N.15°46'25"E.
40.00'

35.00'
N.74°13'35"W.

FOUND CONC.
MONUMENT
S.E. CORNER PARCEL "A"
DEERFIELD BEACH PUBLIC WORKS COMPLEX
(PLAT BOOK 107, PAGE 26 BRO. CO.)

TWO STORY C.B.S. WAREHOUSE

MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8745 U.S. HIGHWAY 1 1500 S.E. 3RD COURT
P.O. BOX 1420 SUITE 205
WABASSO, FL 32970 DEERFIELD BEACH, FL 33441
PHONE: (561) 368-5364 PHONE: (561) 421-6862
FAX: (561) 388-3185 FAX: (954) 421-0451

RONALD B. EKLUND, PLS
REGISTERED LAND SURVEYOR No. 2559
STATE OF FLORIDA

1" = 30'

Commission No. 3700.48

10. IS THE CONSTRUCTION RESPONSIBILITY FOR ALLASAND NOT DATE OF ISSUANCE OF RECEIPT FOR CONSTRUCTION OF THE PROJECT?
11. WERE THERE ANY OTHERS?
12. USE OF LAND UNDER CONSTRUCTION WAS NOT LIMITED TO THE PROJECT, BUT THE PROJECT WAS NOT THE ONLY ONE TO BE CONSTRUCTED ON THE LAND. THE PROJECT WAS NOT THE ONLY ONE TO BE CONSTRUCTED ON THE LAND. THE PROJECT WAS NOT THE ONLY ONE TO BE CONSTRUCTED ON THE LAND.
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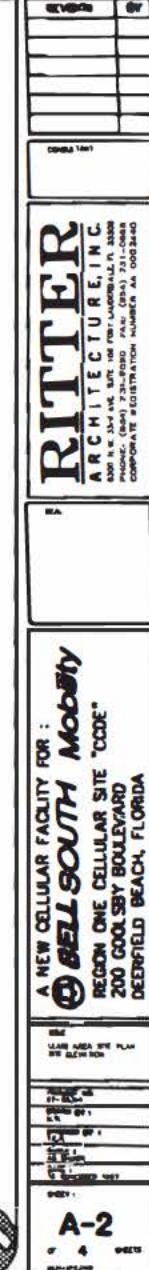


EXHIBIT "A"

DESCRIPTION OF PROPOSED LEASE PARCEL

THE SOUTH 60.00 FEET OF THE EAST 35.00 FEET; LESS THE NORTH 20.00 FEET OF THE SOUTH 60.00 FEET OF THE WEST 15.00 FEET OF THE EAST 35.00 FEET OF PARCEL "A" DEERFIELD BEACH PUBLIC WORKS COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CONTAINING 1,800 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

DESCRIPTION OF PROPOSED ACCESS EASEMENT

A PARCEL OF LAND 12 FEET WIDE LYING IN PARCEL "A", DEERFIELD BEACH PUBLIC WORKS COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THE CENTERLINE OF SAID 12 FEET WIDE PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE N.00°00' 04"W. ALONG THE WEST LINE OF SAID PARCEL "A", 59.09 FEET TO THE POINT OF BEGINNING OF SAID 12 FEET WIDE ACCESS EASEMENT LYING 6.00 FEET ON EACH SIDE OF SAID CENTERLINE; THENCE N.89°34'40"E., 33.09 FEET; THENCE N.65° 11'06"E., 83.20 FEET; THENCE N.89°28'08"E., 257.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 38°43'43"; THENCE 16.90 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE S.51°48'09"E., 79.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 45°00'00"; THENCE 58.90 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE S.06°48' 09"E., 60.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 65°25'26"; THENCE 85.64 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE S.74°13'35"E., 50.00 FEET; THENCE S.63°27'42"E., 39.83 FEET; THENCE S.74°13'35"E. 20.00 FEET TO THE POINT OF TERMINATION.

BELLSOUTH MOBILITY INC. SITE: "CCDE"

REVISED 12/3/97



MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS

8745 U.S. HIGHWAY 1
P.O. BOX 1420
WABASSO, FL 32970
PHONE: (561) 388-5364
FAX: (561) 388-3165

1500 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE (954) 421-6882
FAX (954) 421-0451

CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY
THAT THE DESCRIPTION SHOWN HEREON MEETS
THE MINIMUM TECHNICAL STANDARDS AS CON-
TAINED IN CHAPTER 61212-6, FLORIDA ADMIN-
ISTRATIVE CODE, PURSUANT TO SECTION 472.027,
FLORIDA STATUTES.

Ronald B. Eklund
RONALD B. EKLUND, P.S.
REGISTERED LAND SURVEYOR NO. 2559
STATE OF FLORIDA

COMMISSION No.
3700.48

DATE
10/15/97

This instrument prepared by and
should be recorded and returned to:

Lillian Arango de la Hoz, Esq.
Weiss Serota Helfman
Pastoriza & Guedes, P.A.
2665 South Bayshore Drive
Suite 420
Miami, Florida 33133
Telephone: (305) 854-0800

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MEMORANDUM OF LICENSE AGREEMENT

This Memorandum of License Agreement (the "Memorandum") is made as of the 11th day of September, 1998, between **CITY OF DEERFIELD BEACH**, a Florida municipal corporation (the "Licensor") whose address is 150 N.E. Second Avenue, Deerfield Beach, Florida 33441-3598, and **BELLSOUTH MOBILITY INC**, a Georgia corporation (the "Licensee"), whose address is 5201 Congress Avenue, Boca Raton, Florida 33487.

A. Licensor is the owner of certain real property (the "Property") located in Broward County, Florida. On June 9, 1998, Licensor and Licensee entered into a Tower License Agreement (the "Agreement") pursuant to which the Licensor licensed to Licensee a portion of said Property and granted Licensee a right of access for ingress and egress and a right to install utility service in connection therewith (collectively the "Licensed Property").

B. Licensor and Licensee wish to execute and record this Memorandum to provide public notice of Licensee's interest in the Licensed Property.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The Licensed Property is legally described on **Exhibit "A"** attached hereto and made a part hereof.
2. The initial term of the Agreement is for a period of five (5) years commencing on the date provided in the Agreement.
3. The Agreement also provides for the following extension options: four (4) additional five (5) year extensions.
4. If there is a conflict between the provisions of this Memorandum and the Agreement, the Agreement shall control.

Signed, sealed and delivered
in the presence of:

LICENSOR:

CITY OF DEERFIELD BEACH,
a Florida municipal corporation

Jeff Rink
Print Name: Jeff Rink

By: [Signature]
Print Name: Albert R. Capellini, P.E.
Title: Mayor

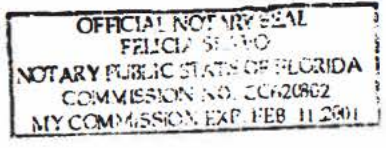
Doretha A. Gowdy
Print Name: Doretha A. Gowdy

STATE OF FLORIDA)
 SS:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 18 day of February, 1999, by Albert R. Capellini, as Mayor of CITY OF DEERFIELD BEACH, a Florida municipal corporation, on behalf of the corporation, who (check one) ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires:
(Seal)

[Signature]
Notary Public, State of Florida
Felicia M. Bravo
Print Name



LICENSEE:

BELLSOUTH MOBILITY INC,
a Georgia corporation

Marc Fielinski
Print Name: MARC FIELINSKI By: [Signature]
Name: DANIEL P. NORMAN
Title: VICE PRESIDENT

Jean Fabano
Print Name: JEAN FABANO

STATE OF Florida)
COUNTY OF Broward) SS:

The foregoing instruments was acknowledged before me this 11th
day of February, 1999, by Daniel P. Norman, as
Regional V.P. of **BELLSOUTH MOBILITY INC., a Georgia corporation,**
on behalf of the corporation, who (check one) ☒ is personally
known to me or ☐ has produced _____
as identification.

My commission expires:
(Seal)

J K Fiege
Notary Public, State of FL
John K. Fiege
Print Name



This Instrument Prepared By:
John R. "B.J." Ibach, Esq.
Burr & Forman LLP
Bank of America Tower
50 North Laura Street, Suite 3000
Jacksonville, Florida 32202

Return to:
Crown Castle
8020 Katy Freeway, Suite 900
Houston, Texas 77024
Attention: CCRE Department

STATE OF FLORIDA)

COUNTY OF BROWARD)

Cross Reference to:
Book 29316, Page 1331
Instrument No. 1320515
Broward County, Florida Records

**AGREEMENT AND MEMORANDUM OF THIRD
AMENDMENT TO TOWER LICENSE AGREEMENT**

THIS AGREEMENT AND MEMORANDUM OF THIRD AMENDMENT TO TOWER LICENSE AGREEMENT ("Memorandum") is made and entered into effective as of the last date of execution shown below, by and between **CITY OF DEERFIELD BEACH**, a Florida municipal corporation (having a mailing address of 401A SW 4th Street, 2nd Floor, Deerfield Beach, FL 33441) ("**City**"), and **NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS LLC, a Delaware limited liability company, successor by merger to BellSouth Mobility, LLC, a Georgia limited liability company, successor by corporate election to BellSouth Mobility, Inc., a Georgia corporation (having a mailing address of 208 S. Akard Street, Dallas, Texas 75202-4206) ("**Licensee**").

W I T N E S S E T H:

WHEREAS, City and Licensee are parties to that certain Tower License Agreement dated June 9, 1998 (the "**Original Agreement**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, as described in the Original Agreement (the "**Tower Site**"), a memorandum of which Agreement was filed for record in Book 29316, Page 1331 in the Public Records of Broward County, Florida (the "**MOL**"); and

WHEREAS, the parties entered into a First Amendment to the Original Agreement dated August 19, 2015 (the "**First Amendment**"), a memorandum of which was recorded as Instrument No. 113220515 in the Public Records of Broward County, Florida, and that certain Second

Amendment to the Original Agreement dated June 22, 2022 (the “**Second Amendment**” and together with the Original Agreement and the First Amendment, the “**Agreement**”); and

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on September 8, 2043 (the “**Original Term**”); and

WHEREAS, effective as of the date of this Memorandum, the City and Licensee have amended the Agreement and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, the City and Licensee hereby acknowledge and agree that the following accurately represents the Agreement, as amended by that Third Amendment to Tower License Agreement dated as of the date hereof (the “**Amendment**”):

**MEMORANDUM OF THIRD AMENDMENT TO
TOWER LICENSE AGREEMENT**

the City: City of Deerfield Beach, a Florida Municipal Corporation, having a mailing address of 401A SW 4th Street, 2nd Floor, Deerfield Beach, FL 33441.

Licensee: NCWPCS MPL 28 - Year Sites Tower Holdings LLC having a mailing address of 208 S. Akard Street, Dallas, Texas 75202-4206.

Tower Site: The real property leased by the City to Licensee together with an easement for ingress and egress thereto is described in Exhibit “A,” attached to this Memorandum and incorporated herein by this reference.

Initial Agreement Term: For a term of five (5) years, beginning on September 9, 1998.

Expiration Date: The first four (4) extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on September 8, 2023.

Right to Extend or Renew: Licensee has four (4) options to extend the Agreement for a period of five (5) years each on the terms and conditions set forth in the Agreement, as amended. If Licensee exercises all extensions/renewals, the final expiration of the Agreement will occur on September 8, 2043.

Option to Purchase: No.

BU# 840759; CCDE

Right of First Refusal:

No.

All of the terms, provisions, covenants and agreements contained in the Agreement, as amended by the Amendment, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. The City and Licensee ratify, confirm and adopt the Agreement, as amended by the Amendment, as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages]

LICENSEE:

**NCWPCS MPL 28 - YEAR SITES TOWER
HOLDINGS LLC,**

a Delaware limited liability company

By: **CCATT LLC,**

a Delaware limited liability company

Its Attorney-in-Fact

By: _____(SEAL)

Name: _____

Its: _____

STATE OF _____)
)
_____ COUNTY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, the _____ of **CCATT LLC**, a Delaware limited liability company, Attorney-in-Fact for **NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC** a Delaware limited liability company, who executed the foregoing Agreement and Memorandum of Third Amendment to Tower License Agreement on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this ____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____

My Commission Number: _____

EXHIBIT “A”

RESOLUTION NO. 2022/107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE TOWER LICENSE AGREEMENT WITH NCWPCS MPL 28-YEAR SITES TOWER HOLDINGS LLC FOR THE TOWER SITE LOCATED AT 200 GOOLSBY BOULEVARD; CONSENTING TO THE SUBLEASE WITH DISH WIRELESS, LLC; AUTHORIZING EXECUTION OF THE SECOND AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 9, 1998, the City and BellSouth Mobility, Inc. (“BellSouth”) entered into a Tower License Agreement (the “Agreement”), whereby the City leased to BellSouth a portion of City property located at 200 Goolsby Boulevard, containing approximately 1800 square feet (the “Tower Site”) with the right of access and a right to install utility service; and

WHEREAS, the Agreement was first amended on August 19, 2015, to provide for four (4) additional five (5) year renewal terms, with an expiration of September 8, 2043, increase the annual license payment, and replace BellSouth with NCWPCS MPL 28-Year Site Tower Holdings, LLC (the “Licensee”) as the current license holder; and

WHEREAS, Licensee has requested the City’s consent to allow Licensee to sublease and grant occupancy to Dish Wireless, LLC (“Dish”) to use a five (5’) by seven (7’) portion of the ground space within the Tower Site (the “Dish Site”) to Dish (the “Dish License”); and

WHEREAS, as consideration for the City’s consent to allow Licensee to enter into the Dish License, Licensee has agreed to pay the City additional rent in the amount of \$1,000.00 per month (the “Additional Rent”) effective on the first day of the first full month following commencement of construction at the Dish Site; and

WHEREAS, commencing on July 1, 2028, the Additional Rent shall increase by 2.8% each year (the “Escalator”); and

WHEREAS, as additional consideration, Licensee agreed to pay the City a one-time payment of \$5,000 within 60 days following final execution of the second amendment (the “Expedite Fee”); and

WHEREAS, City staff recommends approving and authorizing execution of a second amendment to the Agreement with Licensee, attached as Exhibit “A,” to provide consent for the Dish License and provide for the Expedite Fee, Additional Rent, and Escalator (the “Second Amendment”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Second Amendment to the Agreement with Licensee, attached as Exhibit "A," to provide consent for the Dish License and provide for the Expedite Fee, Additional Rent, and Escalator.

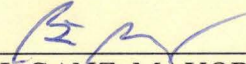
Section 3. The City Commission hereby authorizes the City Manager to execute the Second Amendment with Licensee, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21ST DAY OF JUNE, 2022.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



for SAMANTHA GILLS YARD, CITY CLERK

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

SECOND AMENDMENT TO TOWER LICENSE AGREEMENT
200 Goolsby Boulevard
(840759)

THIS SECOND AMENDMENT TO TOWER LICENSE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **CITY OF DEERFIELD BEACH**, a Florida municipal corporation (having a mailing address of 401A SW 4th Street, 2nd Floor, Deerfield Beach, FL 33441) (“**City**”), and **NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS LLC, a Delaware limited liability company, successor by merger to BellSouth Mobility, LLC, a Georgia limited liability company, successor by corporate election to BellSouth Mobility, Inc., a Georgia corporation (having a mailing address of 208 S. Akard Street, Dallas, Texas 75202-4206) (“**Licensee**”).

W I T N E S S E T H:

WHEREAS, City and Licensee are parties to that certain Tower License Agreement dated June 9, 1998 (the “**Original Agreement**”), covering certain real property, together with an easement for ingress, egress and utilities thereto, as described in the Original Agreement (the “**Tower Site**”), a memorandum of which Agreement was filed for record in Book 29316, Page 1331 in the Public Records of Broward County, Florida (the “**MOL**”); and

WHEREAS, the parties entered into a First Amendment to the Original Agreement dated August 19, 2015 (the “**First Amendment**” and together with the Original Agreement, the “**Agreement**”), a memorandum of which was recorded as Instrument No. 113220515 in the Public Records of Broward County, Florida; and

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on September 8, 2043; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The Agreement is hereby amended as follows:

(a) **Consent to License of Ground Space**. Notwithstanding anything to the contrary set forth in Section 3.F or Section 6 of the Agreement, or otherwise in the Agreement, to the

contrary, the City hereby consents to the license, sublicense, lease or other grant of occupancy or use by Licensee of a five foot (5') by seven foot (7') portion of the ground space within the Tower Site (the "**Dish Site**") to Dish Wireless, LLC, its subsidiaries and affiliates (the "**Dish License**").

(b) **Consideration.** As consideration for the consent of the City to Licensee entering into the Dish License, effective on the first day of the first full month following commencement of construction at the Dish Site, Licensee shall pay additional rental to the City in the amount of One Thousand and No/100 Dollars (\$1,000.00) per month (the "**Additional Rent**"). Commencing July 1, 2028, and on each anniversary of such date thereafter so long as the Dish License remains in effect, the Additional Rent shall increase by Two and 8/10 percent (2.8%). Licensee shall have the right to terminate the Dish License at any time during the term of the License without terminating the License or any of the rights of Licensee to the Tower Site. Upon such election to terminate the Dish License, Licensee's rights to license, sublicense, lease or otherwise grant rights of occupancy or use in the Dish Site and its obligation to continue the payment of the Additional Rent, shall terminate, but the remainder of the Agreement shall remain in full force and effect.

2. **SIGNING BONUS.** As additional consideration for the execution of this Amendment, Licensee shall pay to City the sum of Five Thousand and No/100 Dollars (\$5,000.00) within sixty (60) days following the final execution of this Amendment by Licensee.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. City and Licensee ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **IRS Form W-9.** City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Licensee. In the event the Property is transferred, the succeeding City shall have a duty at the time of such transfer to provide Licensee with a Change of Ownership Form as provided by Licensee and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new City. City's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and

Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) Representations and Warranties. City represents and warrants that:

(i) City is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of City's obligations under the Agreement as amended hereby.

(ii) Licensee is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(iii) City agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(e) Entire Agreement. This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) Counterparts. This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(g) Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Tower License Agreement effective as of the last date of execution shown below.

CITY:

CITY OF DEERFIELD BEACH,
a Florida municipal corporation

ATTEST:

By: *Samantha Gillyard*
for Name: Samantha Gillyard
Its: City Clerk

By: *David Santucci* (SEAL)
Name: David Santucci
Its: City Manager

STATE OF Florida)
)
Broward COUNTY)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of June, 2022 by David Santucci, the City Manager of **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, who executed the foregoing Second Amendment to Tower License Agreement on behalf of the said municipal corporation. He/She is personally known to me or has produced _____ as identification.

Given under my hand this 22nd day of June, 2022.

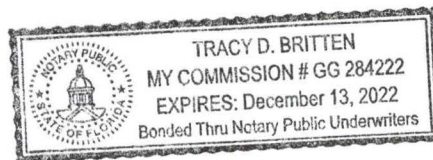
Notary Public

Tracy Britten

Printed Name

My Commission Expires: 12/13/22

My Commission Number: GG284222



LICENSEE:

**NCWPCS MPL 28 - YEAR SITES TOWER
HOLDINGS LLC,**
a Delaware limited liability company

By: **CCATT LLC,**
a Delaware limited liability company
Its Attorney-in-Fact

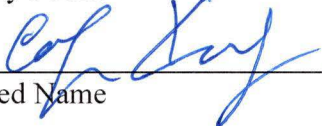
By:  (SEAL)
Name: Helen V. Smith
Its: Director

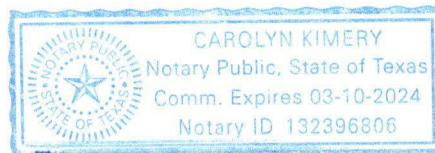
STATE OF Texas)
)
Harris COUNTY)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 3 day of June, 2022 by
Helen V. Smith, the Director of **CCATT LLC**, a
Delaware limited liability company, Attorney-in-Fact for **NCWPCS MPL 28 - YEAR SITES
TOWER HOLDINGS LLC**, a Delaware limited liability company, who executed the foregoing
Second Amendment to Tower License Agreement on behalf of the said limited liability
company. He/She is personally known to me or has produced _____ as
identification.

Given under my hand this 3 day of June, 2022

Notary Public


Printed Name



My Commission Expires: 3/10/2024
My Commission Number: 132396806

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Deerfield Beach	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) C (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 150 NE 2nd Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Deerfield Beach, FL 33441	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
5	9	-	6	0	0	3	0	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

01/24/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1876

Agenda Date: 5/16/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Fourth Amendment to the Tower License Agreement with NCWPCS MPL 25-Year Sites Tower Holdings, LLC for the tower site located at 300 NE 2nd Street; authorizing execution of the Fourth Amendment; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:

Account Name: Telecom Tower Agreements/Permits, Fees & Spec. Assm./Franchise Fees

Account Number: 001-0000-323-95-00

Background/History

The City executed a lease agreement, as amended, with NCWPCS for 2,234 square feet area at 300 Northeast 2nd Street. A third amendment was subsequently executed, which provided approval for a 5' x 10' area leased to Dish Network (Dish) for use of their equipment. During Dish's licensing process, it was discovered that the leased area was inadequate for their equipment and that the minimum needed was a 7' x 10' area. Crown Castle, on behalf of NCWPCS, proposes to revise the approved area to 7x10 so they can move forward with licensing Dish for the needed 7' x 10' area.

Current Activity

In exchange for the revised area, they propose offering a \$5,000 signing bonus and maintaining the current lease payments of \$1,000 per month and an annual 3% increase applicable to the monthly lease payments. This would be accomplished through a Fourth Amendment to the Agreement. Although the revision is minor, it would require the Commission's approval, since it modifies the earlier license agreement approved by the Commission.

It is recommended that the Commission approve the Fourth Amendment to the Tower License Agreement with NCWPCS, revising the approved DISH leased area and the revised revenue structure.

Recommendation

It is recommended that the Commission approve the Fourth Amendment to the Tower License Agreement with NCWPCS, revising the approved DISH leased area and the revised revenue structure.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE TOWER LICENSE AGREEMENT WITH NCWPCS MPL 25-YEAR SITES TOWER HOLDINGS, LLC FOR THE TOWER SITE LOCATED AT 300 NE 2ND STREET; AUTHORIZING EXECUTION OF THE FOURTH AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 18, 2009, the City of Deerfield Beach (“City”) and New Cingular Wireless PCS, LLC (“New Cingular”) entered into a Tower License Agreement (the “Agreement”), whereby the City leased to New Cingular a portion of City property located at 300 NE 2nd Street, Deerfield Beach, containing approximately 1868 square feet (the “Tower Site”) with the right of access and a right to install utility service; and

WHEREAS, the Agreement was first amended on June 16, 2015, to provide for the Agreement to be automatically renewed for four (4) additional five (5) year renewal terms, with an expiration of August 17, 2039, increase the annual license payment, and replace New Cingular with NCWPCS MPL 25-Year Sites Tower Holdings, LLC (the “Licensee”) as the current license holder; and

WHEREAS, on September 5, 2017, the Agreement was amended a second time to provide for additional land and ground space, measuring a total of 366 square feet; and

WHEREAS, on June 21, 2022, the Agreement was amended a third time to allow Licensee to sublease and grant occupancy to Dish Wireless, LLC (“Dish”) to use a five feet (5’) by ten feet (10’) portion of the ground space within the Tower Site (the “Dish Site”) to Dish (“Dish License”) in exchange for additional rent in the amount of \$1,000.00 per month and an annual escalator increase of 2.8% beginning on July 1, 2028; and

WHEREAS, it has since been determined that the current Dish Site for the Dish License is inadequate and Dish requires a larger ground space of seven feet (7’) by ten feet (10’) portion within the Tower Site; and

WHEREAS, as consideration for the City’s consent to allow Licensee to sublease additional space to Dish, Licensee has agreed to pay the City a one-time payment of five thousand dollars (\$5,000.00) (the “Payment”) within sixty (60) days following the final execution of this Fourth Amendment; and

WHEREAS, as additional consideration, Licensee agrees to pay to the City a three (3) percent escalation increase on the annual license payment, commencing one year after the execution of this Fourth Amendment, and continuing annually on the same date through the Term of the Agreement (“Annual Escalation Increase”); and

WHEREAS, City staff recommends approving and authorizing execution of the fourth amendment to the Agreement with Licensee, attached as Exhibit “1,” (the “Fourth Amendment”) to increase the leased ground space for the Dish Site from 5’x10’ to 7’x10’, and to provide for the Payment to the City and Annual Escalation Increase.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Fourth Amendment to the Agreement with Licensee, attached as Exhibit “1,” to increase the leased ground space for the Dish Site from 5’x10’ to 7’x10’, and to provide for the Payment to the City and Annual Escalation Increase.

Section 3. The City Commission hereby authorizes the City Manager to execute the Fourth Amendment with Licensee, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

STATE OF FLORIDA)
)
 COUNTY OF BROWARD)

FOURTH AMENDMENT TO TOWER LICENSE AGREEMENT
300 NE 2ND STREET

THIS FOURTH AMENDMENT TO TOWER LICENSE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **CITY OF DEERFIELD BEACH**, a Florida municipal corporation (having a mailing address of 150 NE 2ND AVENUE, Deerfield Beach, FL 33441) (“**City**”), and **NCWPCS MPL 25 - YEAR SITES TOWER HOLDINGS, LLC**, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS LLC, a Delaware limited liability company (having a mailing address of 208 S. Akard Street, Dallas, Texas 75202-4206) (“**Licensee**”).

W I T N E S S E T H:

WHEREAS, City and Licensee are parties to that certain Tower License Agreement dated August 18, 2009 (the “**Original Agreement**”), covering certain real property, together with an easement for ingress, egress and utilities thereto, as described in the Original Agreement (the “**Tower Site**”), a memorandum of which Agreement was filed for record in Book 46568, Page 1453 in the Public Records of Broward County, Florida (the “**MOL**”); and

WHEREAS, the parties entered into a First Amendment to the Original Agreement dated June 16, 2015 (the “**First Amendment**”), a Second Amendment to the Original Agreement dated September 5, 2017 (the “**Second Amendment**”), and a Third Amendment to the Original Agreement dated June 21, 2022 (the “**Third Amendment**”) (collectively, the “**Third Amendment**” and together with the Original Agreement, First Amendment and Second Amendment, hereafter referred to as the “**Agreement**”); and

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on August 17, 2039; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. AMENDMENTS. The Agreement is hereby amended as follows:

(a) Dish Site. In the Third Amendment, the City consented to the use of a five feet (5’) by seven feet (10’) portion of the ground space within the Tower Site (the “**Dish Site**”) to Dish Wireless, LLC, its subsidiaries and affiliates (the “**Dish License**”). The Dish Site is hereby revised to be approximately seven feet (7’) x ten feet (10’) portion of the Tower Site. The City hereby

consents to the revised Dish License reflecting the revised Dish Site as shown on Exhibit “A” attached hereto.

(b) **Consideration.** As consideration for the consent of the City to Licensee to expand the leased ground space within the Tower Site, Licensee shall pay to City the sum of Five Thousand and No/100 Dollars (\$5,000.00) within sixty (60) days following the final execution of this Amendment by Licensee.

2. **ANNUAL INCREASE.** As additional consideration for the execution of this Amendment, Licensee shall increase its payment to the City by three (3) percent commencing one-year after the execution of this Amendment and continuing with a three (3) percent increase annually on the same date through the Term of the Agreement.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. City and Licensee ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **IRS Form W-9.** City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Licensee. In the event the Property is transferred, the succeeding City shall have a duty at the time of such transfer to provide Licensee with a Change of Ownership Form as provided by Licensee and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new City. City’s failure to provide the IRS Form W-9 within thirty (30) days after Licensee’s request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** City represents and warrants that:

(i) City is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of City’s obligations under the Agreement as amended hereby.

(ii) Licensee is not currently in default under the Agreement, and to City’s knowledge, no event or condition has occurred or presently exists which, with

notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(iii) City agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(e) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(g) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

[Signatures Appear on the Following Page]

CITY:

CITY OF DEERFIELD BEACH,
a Florida municipal corporation

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, the _____ of **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, who executed the foregoing Fourth Amendment to Tower License Agreement on behalf of the said municipal corporation. He/She is personally known to me or has produced _____ as identification.

LICENSEE:

**NCWPCS MPL 25 - YEAR SITES TOWER
HOLDINGS LLC,**

a Delaware limited liability company

By: **CCATT LLC,**

a Delaware limited liability company

Its Attorney-in-Fact

By: _____(SEAL)

Name: _____

Its: _____

STATE OF _____)

_____)

_____ COUNTY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, the _____ of **CCATT LLC**, a Delaware limited liability company, Attorney-in-Fact for **NCWPCS MPL 25 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, who executed the foregoing Fourth Amendment to Tower License Agreement on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

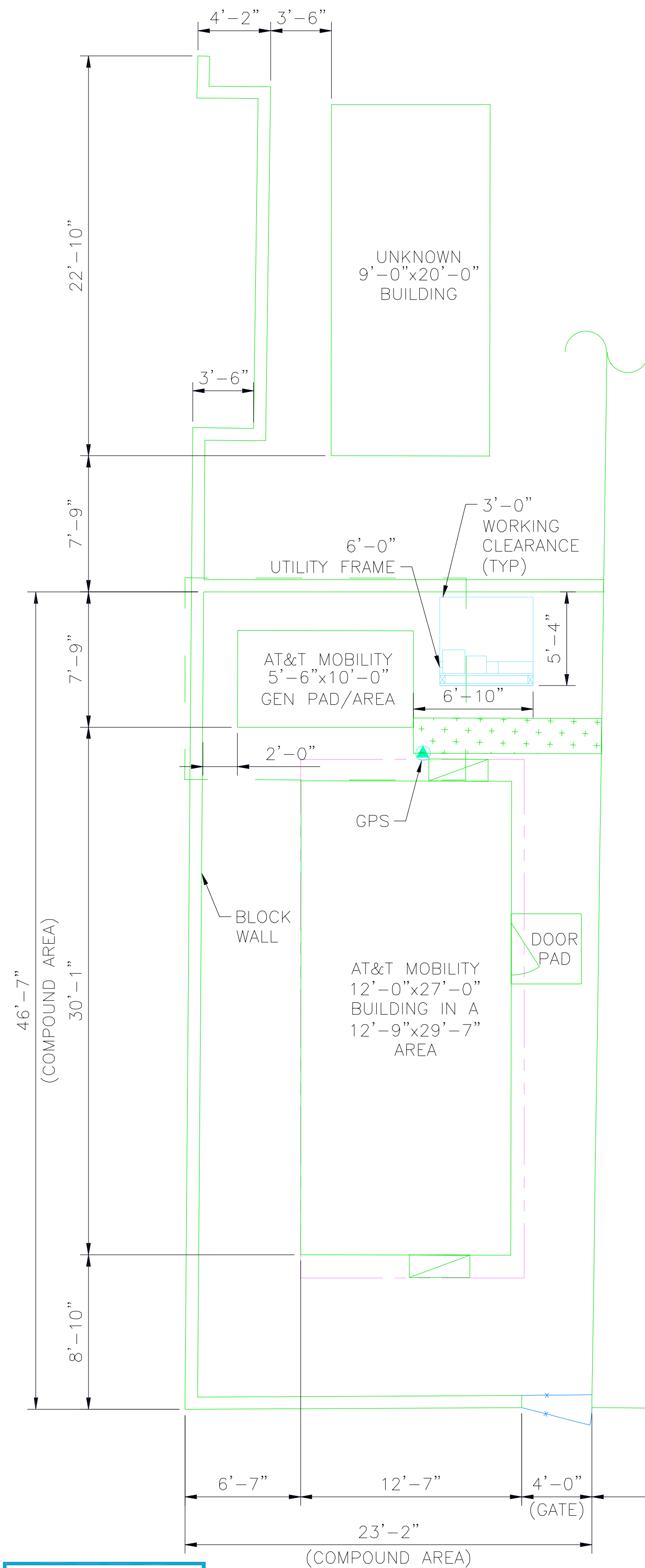
Given under my hand this ____ day of _____, 20__.

Notary Public

Printed Name

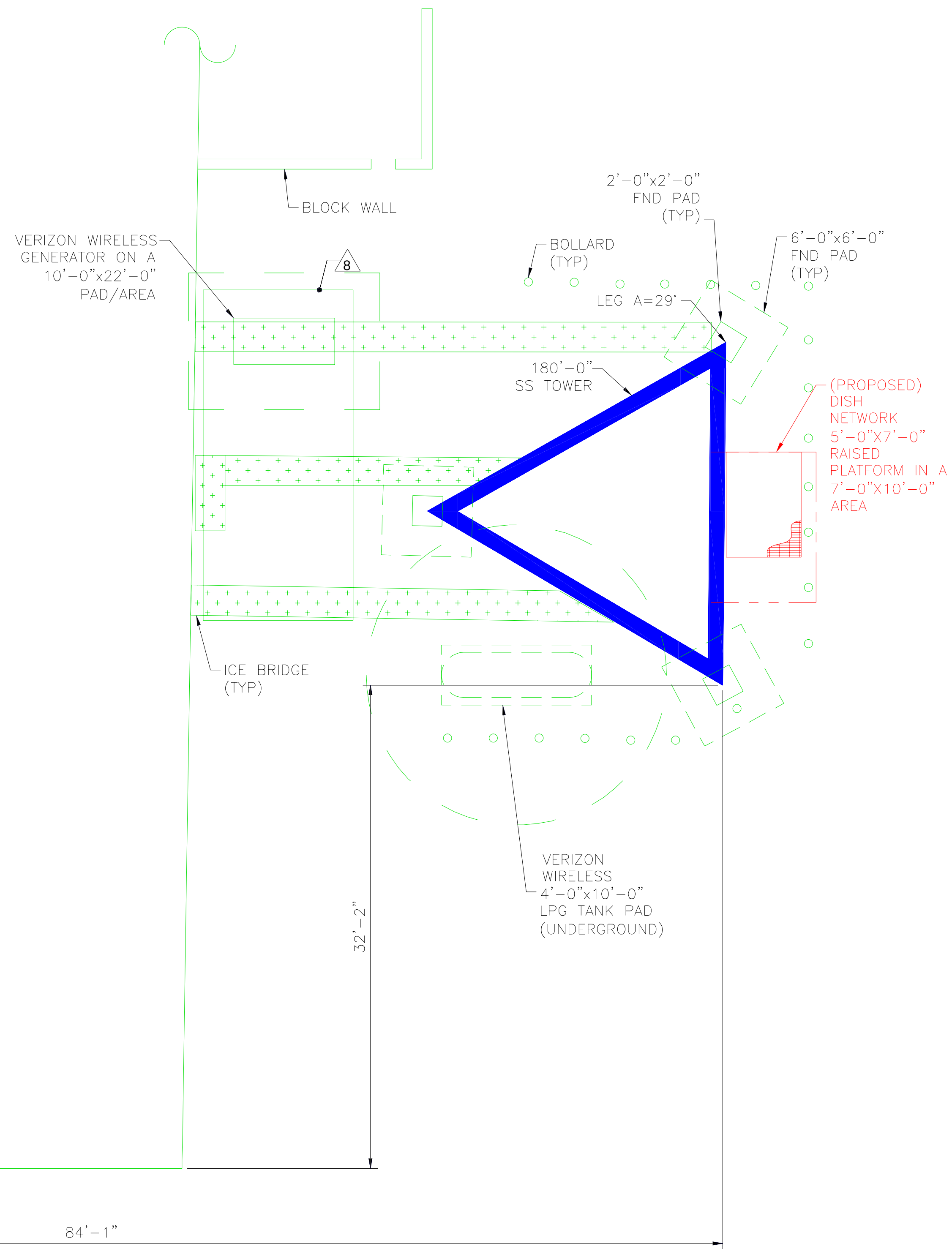
My Commission Expires: _____

My Commission Number: _____



AT&T BABEL
AT&T FLEXIBLE
432 SF WITH SHELTER
145 SF NO SHELTER

EXISTING
BUILDING



RESOLUTION NO. 2009/210

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF LEASE AND A TOWER LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC

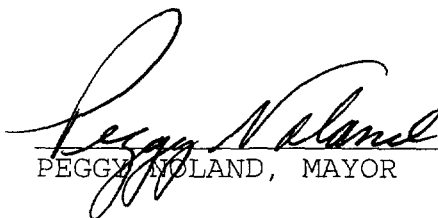
WHEREAS, the City Commission of the City of Deerfield Beach, Florida believes that it is in the best interests of the City to enter into a Memorandum of Lease and a Tower License Agreement with New Cingular Wireless PCS, LLC; and

WHEREAS, such a Memorandum of Lease and Tower License Agreement have been prepared and a copies thereof are attached hereto;

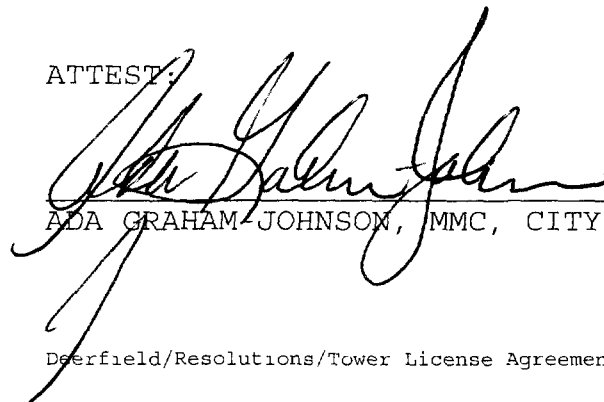
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a Memorandum of Lease and a Tower License Agreement with New Cingular Wireless PCS, LLC.

PASSED AND ADOPTED THIS 18TH DAY OF AUGUST, 2009.


PEGGY MOLAND, MAYOR

ATTEST:


ADA GRAHAM-JOHNSON, MMC, CITY CLERK

Deerfield/Resolutions/Tower License Agreement

TOWER LICENSE AGREEMENT

THIS TOWER LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by The City of Deerfield Beach, a Florida municipality having a mailing address of 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (hereinafter referred to as "**Owner or CITY**") 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 "**LICENSEE**").

RECITALS:

Owner is the fee simple owner of certain real property ("Owner's Property"). **Owner's** Property is more particularly described on Exhibit "A"; and

Owner and **LICENSEE** entered into an Agreement dated June 23, 2006 ("2006 Agreement") providing for a month to month lease of the Tower Site contemplated herein. **Owner** and **LICENSEE** agree that upon execution of this Agreement, the 2006 Agreement will be null and void and of no further force and effect.

LICENSEE currently occupies and will continue to occupy a portion of **Owner's** Property containing approximately 1,868 square feet (the "Tower Site), together with a right of access and a right to install utility service thereto (the "Access/Utility Easement"). Said Tower Site and Access/Utility Easement are more particularly shown on Exhibit "B", attached hereto and by reference made a part hereof, and collectively identified as the "Licensed Property" within the access easement subject to modification by the **CITY** provided reasonable access is provided; and

Pursuant to this Agreement, **LICENSEE** has permission to maintain the 180' foot above ground level ("AGL") monopole structure (hereinafter referred to as "Tower") on the Tower Site in accordance with current industry standards and all applicable codes and regulations; and

In using the Licensed Property the parties hereto agree that the Tower is designed to accommodate the co-location of certain other telecommunications operators and their respective equipment pursuant to independent-long-term Site Agreements with **LICENSEE** for tower space and the **CITY** for ground space. Those certain other telecommunications operators shall hereinafter be referred to collectively as "Joint Users"; and

LICENSEE shall, in good faith, seek to minimize any interference with the other Joint Users using the Tower Site and locating their respective associated equipment in **Owner's** Property. This License is limited to the specific purposes set forth herein.

In consideration of the foregoing, the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, the undersigned parties acknowledge and agree as follows:

1. **RECITATIONS.** The above representations are true and correct and incorporated as binding parts of this Agreement.
2. **LICENSED PROPERTY.** **Owner** hereby grants a non-exclusive license to **LICENSEE**, and **LICENSEE** hereby accepts this license from **Owner** for a portion of **Owner's** Property described above as the Licensed Property.

A) Tower Space. **LICENSEE** may mount its various antennas between the 105 foot and 135 foot level of the Tower to enable **LICENSEE** to erect, maintain and operate said antennas as a part of its telecommunications system. The exact location between said elevations on the Tower will be determined by **LICENSEE** so as to avoid interference with any other approved Joint Users' equipment, cables, lines, antennas and/or any other property located on the Tower or with owner telecommunication equipment or facilities. Neither the height nor size of the Tower may be increased.

B) Equipment Cabinet Space. **LICENSEE** shall maintain the equipment cabinet(s) within the Licensed Property to shelter its communications equipment. The Equipment Cabinet Space shall be landscaped consistent with the City Code.

C) Access. Owner agrees that **LICENSEE** shall have the right to non-exclusive access to the Licensed Property 24 hours a day, 7 days a week, as may be required and mutually agreed with **Owner** to use, operate, maintain and repair the Tower, Tower Site and **LICENSEE'S** Equipment, provided that said usage does not interfere with **Owner's** or Broward Sherriff's Office ("BSO") use or create a safety hazard, or materially interfere with use of neighboring communications facilities. **LICENSEE** may install appropriate protective devices to insure the safety of its equipment with the approval of the **CITY**, which approval shall not be unreasonably withheld.

D) Utility Service. **LICENSEE** shall be solely responsible for, and shall promptly pay all charges for utilities serving the Tower Site and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service and all applicable taxes resulting directly from the location of the Tower at the Tower Site. **LICENSEE** shall have an electric meter(s) installed at the Tower Site and have the right to run necessary utility lines and other electrical equipment as may be necessary.

E) Interference. In its use of the Licensed Property, **LICENSEE** shall be subject to the provisions of Section 17 hereunder which shall govern all license rights granted hereunder.

F) The size of the Tower shall not be increased

3. TOWER SITE. The Tower is located within the Tower Site and as substantially shown in Exhibit "A", to accommodate **LICENSEE** and the Joint Users communication uses as specified herein. **CITY** does hereby grant **LICENSEE** the nonexclusive right for reasonable ingress and egress to **CITY'S** Property seven (7) days a week, twenty-four (24) hours a day, as may be required and mutually agreed with **Owner** to , use, operate, maintain and repair the Tower, Tower Site and **LICENSEE'S** Equipment, provided that said usage does not interfere with **Owner's** use of any **CITY** or BSO facilities, create a safety hazard, or materially interfere with use of neighboring communications facilities. **CITY** shall determine, in its reasonable discretion, the location of such ingress and egress. In the event any public utility shall require any utility easements, **CITY** agrees to cooperate and grant such easement in a timely manner with **LICENSEE** in its efforts to obtain utility services to the Tower Site.

A) **LICENSEE** has constructed the Tower and developed the Tower Site for the installation for current and future communication needs by **CITY**, **LICENSEE** and certain other third party users as further described herein.

B) It is understood and agreed that **LICENSEE'S** obligations hereunder, and its use of the Licensed Property as provided herein, are contingent upon **LICENSEE** obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities for maintaining the Tower, and; upon **LICENSEE** not exercising its right of termination as contained in this Agreement.

C) **LICENSEE** may locate and install its antennas and other communications facilities and equipment, upon specifically designated portions of the Tower structure. **LICENSEE** shall be responsible for the cost of any required maintenance to its antennas and associated equipment. Said maintenance is to be performed by **LICENSEE**, or its contractors, in a workmanlike manner and all work is to be done in a manner consistent with **LICENSEE'S** high quality construction standard and in a state of good repair.

4. TERM AND LICENSE FEE. In consideration of **LICENSEE** maintaining the Tower and the Tower Site improvements as specified herein, all at its expense and permitting the CITY to utilize the Tower, **LICENSEE'S** term and annual license fees shall be as follows:

A) The initial term of the Agreement shall be for 5 years ("Initial Term") starting on the Effective Date. The Initial term will terminate on the fifth (5th) anniversary of the Effective Date. This Agreement will automatically renew for 5 additional 1 year terms, upon the same terms and conditions unless **LICENSEE** notifies **CITY** in writing of **LICENSEE'S** intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

B) The annual license payment shall be Twenty-Seven Thousand Five Hundred and 00/100 Dollars (\$27,500.00), ("License Fee") payable on the first day of the month following the Effective Date ("License Fee Commencement Date") of this agreement and due annually thereafter on or before the same date. In partial months occurring after the License Fee Commencement Date, the Licensee Fee will be prorated. The License Fee shall increase by 5% annually. The initial License Fee will be forwarded by **LICENSEE** to **CITY** within thirty (30) days after the License Fee Commencement Date.

C) Time is of the essence in all payments.

5. USE.

A) Use of the Licensed Property by **LICENSEE** shall be for the sole purpose of installing, removing, replacing, upgrading, maintaining and operating, at its sole expense, its communications equipment and uses incidental thereto, including **LICENSEE** antenna array on the Licensed Property. Only a single Tower may be constructed on the Licensed Property. **LICENSEE** shall have the right to install, construct, repair, maintain, operate or remove its communications equipment, including without limitation its equipment cabinet(s), transmitters, receivers, generators for emergency power, antennas and related equipment and support structures and trade fixtures ("**LICENSEE'S** Equipment"). In the event that any modifications are needed to the Tower Site to accommodate **LICENSEE'S** Equipment, **LICENSEE** shall bear all costs associated therewith. . No use by **LICENSEE** may materially interfere with or hinder **CITY'S** use of the Tower Site or **CITY** property; **LICENSEE** shall use its best efforts to avoid any material interference with other communications equipment of other entities on the Tower and cooperate with other providers to mitigate any such interference. Notwithstanding the foregoing, it is acknowledged between the parties hereto that **LICENSEE** shall retain priority as to any other Joint User.

B) Plans, Specifications and Governmental Approvals. **LICENSEE**, at its own expense, shall prepare all plans and specifications required for **LICENSEE'S** intended use and shall obtain all certificates, permits, licenses and other approvals required by any applicable federal state and local authorities (collectively, "Governmental Approvals") for the use of the Licensed Property. **Owner** shall have the right to approve, in **Owner's** reasonable discretion (consistent with **CITY's** use and desire to permit other use of the Tower Site and to consider aesthetic concerns), the plans and specifications for the installation of **LICENSEE'S** Equipment and any substantive modifications to the Tower Site to accommodate Licensee's Equipment. **CITY's** approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond ten (10) days). After **CITY's** (i) failure to respond in writing to **LICENSEE'S** proposed Plans within ten (10) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of Plans revised by **LICENSEE** after comment from **CITY** in accordance with this paragraph, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as **Exhibit B**. If **CITY** disapproves the Plans then the **LICENSE** will provide the **CITY** with revised Plans, such revisions to be within **LICENSEE'S** reasonable discretion. In the event **CITY** disapproves of the Plans upon a second (2nd) submission, **LICENSEE** may terminate this Agreement. **CITY** will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to **LICENSEE** promptly upon request. Responsibility for obtaining permits remains solely with **LICENSEE** and **CITY** shall not be liable for any failure to obtain approvals. Nothing herein shall be deemed to authorize an increase in the height or size of the Tower which is strictly prohibited.

6. USE BY JOINT USERS.

A) Upon the issuance of the Certificate of Completion of the Tower Site, **LICENSEE** pursuant to the Agreement, may license to each Joint User space upon the Tower to maintain and operate its communications system and for no other purposes as may be approved by **LICENSEE**. **LICENSEE** shall have the good faith obligation to permit co-location where feasible and pursuant to reasonable industry standards.

B) The exact locations upon the Tower will be determined by **LICENSEE** so as to avoid interference with **LICENSEE's** telecommunications equipment, cables, lines, antennas and/or any other property located within the Tower Site and Licensed Property, as may be applicable, and to most conveniently accommodate the shared use of the Tower by the Joint Users.

C) **CITY** pursuant to this Agreement, grants to **LICENSEE** and each Joint User permission to locate and attach their necessary transmitter equipment, transmission lines, cables, antennas, fixtures, and other associated equipment on the Tower and Tower Site. **LICENSEE** shall be responsible to the **CITY** for enforcing compliance and said obligations and rights. The provisions of this agreement shall be included within any license agreement between **LICENSEE** and any Joint User and a redacted copy of said agreement will be provided to **CITY** promptly upon final execution by both parties. Any Joint User shall be subject to all the limitations as imposed on **LICENSEE** hereunder.

D) No use of the Tower or Tower Site permitted by **LICENSEE** to any Joint User shall interfere with the **CITY's** use or BSO's use of **CITY** property, **CITY** or BSO function or operations system.

E) Upon any termination, all Joint Users agreements by **LICENSEE** shall provide for such termination so as not to create any monetary or other liability or obligations of any kind for **CITY** to Joint Users and **LICENSEE** shall defend, indemnify and hold the **CITY** harmless from any such liability.

F) **LICENSEE** shall have the right to all revenue from Joint Users for use, license or lease of Tower Space; the **CITY** shall be entitled to all revenues for use, license or lease by Joint Users of, **CITY'S** Land (not Licensed Property) . **LICENSEE** may not sublease to Joint Users any portion of the building housing **LICENSEE'S** equipment without specific written permission from the **CITY**.

7. **TOWER AND TOWER SITE ADMINISTRATOR.** In order to protect the integrity of the Tower and Tower Site, **LICENSEE** does hereby agree to act as the Tower and Tower Site Administrator to assure that any subsequent installation and/or maintenance performed on the Tower or Tower Site by **CITY** or any other Joint User, shall be done in a workman-like manner consistent with high quality construction standards. Prior to the commencement of any installation or maintenance work by any such other Joint User, that User shall submit detailed plans of the work to be performed to **LICENSEE** for its approval and **LICENSEE** shall have the option to approve the contemplated contractor prior to the commencement of any installation or maintenance. **LICENSEE** agrees to hold the **CITY** harmless and indemnify the **CITY** for any negligent actions or omissions by **LICENSEE** in the administration of the Tower or Tower Site.

A) It is the intent of the **CITY** and **LICENSEE** that the designed Tower capacity be reserved to accommodate the antennas, transmitters and equipment of **LICENSEE** and any other approved Joint User, and **LICENSEE** agrees to cooperate in good faith to reserve, protect and carry out such intent. Any necessary Tower studies shall be conducted at the requesting party's expense.

8. **RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER.**

A) **LICENSEE** shall retain ownership of the Tower and all equipment, antenna support structures and trade fixtures placed on the Licensed Property by **LICENSEE** and shall not be deemed fixtures on the land. Notwithstanding the foregoing, upon expiration or termination of this Agreement by **LICENSEE**, at **CITY'S** discretion, **LICENSEE** shall, (i) remove the Tower and its antennas and/or other equipment or, (ii) transfer to **CITY** by Bill of Sale Absolute, free and clear title to the Tower together with all rights to future revenues of fees there from and forfeiture of any bond placed for removal of the Tower.

Within thirty (30) days of the date of expiration or termination, **CITY** shall inform **LICENSEE** of its decision with respect to the taking of the Tower and **LICENSEE** shall have ninety days (90) days from the date **CITY** informs **LICENSEE** of its intention to either remove the Tower and its antennas and/or other equipment or turn over the Tower to the City. If **LICENSEE** transfers the Tower to the City, **CITY** shall assume full responsibility for the Tower and **LICENSEE** shall be relieved of all future performances, liabilities and obligations under this Agreement. **LICENSEE** shall repair any damage caused by such removal, and shall otherwise surrender the Licensed Property at the expiration of the term, as same may have been extended, or earlier termination thereof, in good condition ordinary wear and tear, damage by fire and other casualty excepted. Removal shall not disrupt Owner's operations. Any of **LICENSEE'S** equipment or other property that has not been removed from the Licensed Property as provided herein shall be deemed abandoned by **LICENSEE** and all colocators, and **Owner** shall be free, at **LICENSEE'S** expense, to dispose of same in any manner **Owner** chooses and without any liability to **CITY** therefor and to charge **LICENSEE** for the cost thereof.

B) Any claims relating to the condition of the Licensed Property must be presented by **Owner** in writing to **LICENSEE** within thirty (30) days after the termination of this Agreement or discovery of said condition (whichever occurs later) or **Owner** shall be deemed to have irrevocably waived any and all such claims.

C) Intentionally Deleted

9. MAINTENANCE.

A) **LICENSEE'S** Equipment shall be installed, and constructed by **LICENSEE** at **LICENSEE'S** sole cost and expense, in a good and workmanlike manner in accordance with **LICENSEE'S** specifications and. **LICENSEE** shall maintain **LICENSEE'S** equipment in good order and repair and keep the appearance in materially the form as approved.

B) FAA AND FCC REQUIREMENTS. **LICENSEE** shall comply, at **LICENSEE'S** sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC").

C) MAINTENANCE OF TOWER AND TOWER SITE. **LICENSEE** at **LICENSEE'S** sole cost and expense, shall maintain the Tower and Tower Site in good order and repair. **LICENSEE** shall observe and comply with all applicable laws, statutes, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and local governments and of all other governmental authorities, now in effect or hereafter enacted, affecting the Licensed Property, the Tower and Tower Site or appurtenances thereto or any part thereof, other than **LICENSEE'S** facilities.

10. REMOVAL BOND. Upon execution of this Agreement, **LICENSEE** shall post a \$25,000 removal bond with the **CITY**, to secure removal of the Tower from the Tower Site and restore the Site, should **LICENSEE** fail to remove same and restore the Site to its former condition, reasonable wear and tear excepted.

11. LICENSEE'S DEFAULT.

The occurrence of any one or more of the following events shall constitute an "Event or Default" hereunder by **LICENSEE**:

(1) The failure by **LICENSEE** to make any payment of the license fee or any other payment required to be made by **LICENSEE** hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by **LICENSEE** from **Owner**.

(2) The failure by **LICENSEE** to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by **LICENSEE**, other than as specified in section (1) above, where such failure shall continue for a period of forty-five (45) days after written notice thereof is received by **LICENSEE** from **Owner**; provided, however, that it shall not be deemed an Event of Default by **LICENSEE** if **LICENSEE** shall commence to cure such failure within said forty-five (45) day period and thereafter diligently and continuously prosecutes such cure to completion. Delay in curing a default will be excused if due to causes beyond the reasonable control of **LICENSEE**.

12. OWNER'S DEFAULT. In the event of a breach by **Owner** of any of the material covenants or provisions hereof and **Owner's** failure to cure any breach of any other provision of the Agreement after thirty (30) days written notice and demand, **LICENSEE** shall have the right of injunction or to terminate the Agreement upon ninety (90) days notice. These shall be **LICENSEE'S** sole and exclusive remedies for any default by **Owner** except where specifically and expressly stated otherwise herein. It shall be deemed an event of default by **CITY** and a breach of this Agreement if **CITY** fails to provide reasonable access to

the Leased Premises.

13. NOTICES. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is three (3) days after deposit in the United States Mail, as the case may be.

Owner: City of Deerfield Beach
150 N.E. Second Avenue
Deerfield Beach, Florida 33441-3598

Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CCCO; Cell Site Name CCCO
Fixed Asset No: 10113252
12555 Cingular Way
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: CCCO; Cell Site Name CCCO
Fixed Asset No: 10113252
1025 Lenox Park Blvd. NE
5th floor
Atlanta, GA 30319-5309

Any party may change his, her or its address for notice purposes by giving notice in accordance with this paragraph.

14. ASSIGNMENT.

A) **LICENSEE** may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises without the prior written consent of **CITY**, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that **LICENSEE** may assign, sell or transfer its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth herein. Upon notification to **CITY** of such assignment, transfer or sale, Licensee will be relieved of all future performances, liabilities and obligations under this Agreement provided assignee recognizes its obligations hereunder. **CITY** may assign this Agreement upon written notice to **LICENSEE**, subject to the assignee assuming all of **CITY'S** obligations herein, including but not limited to, those set forth in Paragraph 18 below. Notwithstanding anything to the contrary contained in this Agreement, **LICENSEE** may assign, mortgage, pledge,

hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom **LICENSEE** (i) has obligations for borrowed money or in respect of guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

B) If required by the **CITY**, upon assignment or other transfer of all or any part of the interest in this agreement by **LICENSEE**, the Assignee shall acknowledge in writing to the **CITY**, the acceptance of all the obligations of the lease or the portion of the agreement that Assignee is assuming.

15 **TERMINATION.** A) This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which remains in default under Paragraph 11 of this Agreement after the applicable cure periods; (ii) by **LICENSEE** for any reason or for no reason, provided **LICENSEE** delivers written notice of early termination to **CITY** no later than thirty (30) days prior to the Commencement Date; or (iii) by **LICENSEE** if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of **LICENSEE** Equipment; or (iv) by **LICENSEE** if **LICENSEE** is unable to occupy and utilize the Licensed Property due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by **LICENSEE** if **LICENSEE** determines that the Licensed Property is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by **LICENSEE** upon sixty (60) days prior written notice to **CITY** for any reason or no reason, so long as **LICENSEE** pays **CITY** a termination fee equal to three (3) months License Fee, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by **LICENSEE** under any one or more of Paragraphs 5, 12, 16(d), 17, 23 and 24 of this Agreement.

C) If there occurs an Event of Default by **LICENSEE**, **Owner** shall not have the right, prior to the termination of this Agreement or other order by a court of competent jurisdiction, to remove **LICENSEE'S** property from the Licensed Property and/or remove persons or property from the Licensed Property. However, **CITY** shall have the absolute right to unrestricted access to the full use of all **CITY** property and equipment and make take all reasonable actions necessary to protect said access or cure interference with **CITY** operations.

16. **HAZARDOUS SUBSTANCES**

A) **Owner** and **LICENSEE** each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined in Paragraph B, below) on, under, about or within **Owner's** Property in violation of any applicable law or regulation. .

B) **Owner** and **LICENSEE** each agree to defend and indemnify the other against any and all losses, liabilities, claims, judgments and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in Paragraph A, above. As used in Paragraph A, above, "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including, petroleum and asbestos). **Owner** does not waive its sovereign immunity or any immunity or damage limitations provided by law, statute or regulation.

C) The indemnifications of this Paragraph 16 specifically include reasonable costs, expenses

and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provision of this paragraph 16 will survive expiration or termination of the Agreement.

D) In the event **LICENSEE** becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in **LICENSEE's** sole determination, renders the condition of the Licensed Property or Owner's Property unsuitable for **LICENSEE's** use, or if **LICENSEE** believes that the leasing or continued leasing of the Licensed Property would expose **LICENSEE** to undue risks of government action, intervention or third-party liability, **LICENSEE** will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Owner.

17. INTERFERENCE.

A) **LICENSEE** agrees to install and operate communications equipment of a type and configuration frequency, and in a location which will not cause material interference with or damages to **Owner's** equipment. In the event **LICENSEE** Equipment or its operation or use or maintenance of said equipment causes damages or causes interference with **Owner's**, equipment, facilities, or any of **Owner's** property of whatsoever nature, **LICENSEE** shall immediately, upon notice from the **CITY**, take all steps necessary to correct and shall completely remedy such damage or eliminate such interference at **LICENSEE'S** sole cost and expense. In the case of an emergency, or failure by **LICENSEE** to eliminate the damage or interference within 48 hours of receipt of notice from the **CITY**, the **CITY** may take any actions needed to resolve any emergency resulting from **LICENSEE'S** use or equipment and charge said costs to **LICENSEE** which shall pay said costs within thirty (30) days of receipt of documentation of said costs. **CITY** shall, to the extent feasible, notify **LICENSEE** of such emergency and its actions to remedy said actions. To the extent feasible, **CITY** shall use its best efforts not to cause damage to **LICENSEE'S** equipment. In the event that any addition or modification to **Owner's** Equipment causes interference with **LICENSEE'S** Equipment or communications signal or system, **Owner**, upon notification of such interference, agrees to promptly seek a remedy for such interference at **Owner's** expense) until such interference is corrected to **LICENSEE'S** reasonable satisfaction. In the event **Owner** and **LICENSEE** cannot resolve the interference problem, **LICENSEE** shall have the right as its sole and exclusive remedy for any interference or interruption, or the failure of the **CITY** to effect a remedy, to terminate this Agreement on thirty (30) days notice

B) **LICENSEE** may permit Joint Users to locate on the Tower. **LICENSEE** shall require said operators to take actions to remedy any material interference with the **CITY** (or any **CITY** property) or another Joint User, or **LICENSEE'S** equipment or operational capabilities upon written notice from **LICENSEE**. **LICENSEE** shall be responsible to enforce this obligation. If **LICENSEE** is unable to remedy the material interference caused by another operator, **LICENSEE**, at its discretion, shall have the right to terminate that offending User's access to the Tower or Tower Site, or take any other action against the Joint User to obtain compliance.

LICENSEE shall fully cooperate with any other operators of communications equipment on the Tower (and associated equipment in the areas in the vicinity of the Tower Site) to minimize interference with such operations and take such reasonable actions as are necessary to minimize or eliminate such interference. This obligation shall be undertaken by **LICENSEE** in good faith and with diligence to minimize any such interference. Further, after initial installation, **LICENSEE** agrees that it shall not install or alter its equipment or facilities in such a way as to cause any material interferences with any other

Joint User's use of its communications equipment at the Tower Site.

18. INDEMNIFICATION, LIABILITY AND INSURANCE.

A) By **CITY**. Subject to Section 768.28 of the Florida Statutes and other Florida law, the **CITY** shall indemnify and hold harmless **LICENSEE** against and from any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and expenses) incurred by **LICENSEE** or any affiliate or subsidiary of **LICENSEE** on account of or arising from **CITY'S** use of the Tower site, or from any other activity of **CITY** in or about the **CITY'S** property resulting from the negligence or misconduct by **CITY**. To the extent permitted by law, the **CITY**, upon notice from **LICENSEE**, shall resist and defend at **CITY'S** expense any such actions or proceedings by counsel reasonably satisfactory to **LICENSEE**. This indemnity shall not apply to any claims arising from any negligent or intentional misconduct of the indemnified party, or any Joint Users, and shall not apply to conduct not permitted by this License Agreement and shall be subject to and limited by the provisions contained in paragraph 24.I, and all damage remedies limited thereby. This indemnity shall survive the termination of this Agreement. The **CITY** does not waive its sovereign immunity or any immunity provided by law, statute, or regulation.

B) **LICENSEE** shall indemnify and hold harmless the **CITY** against and from all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including attorneys' fees, costs and expenses) incurred by the **CITY** on account of or arising from any activity of **LICENSEE** in or about the **CITY'S** property resulting from the negligence or misconduct by **LICENSEE** or **LICENSEE'S** agents, employees, or tower colocators on or about the **CITY'S** Property and Licensed Property. **LICENSEE** upon notice from **CITY** shall resist and defend at **LICENSEE'S** expense any such action or proceedings by counsel reasonably satisfactory to **CITY**. This indemnity shall not apply to any claims arising from any negligent or intentional misconduct of the indemnified party and shall supersede and not be limited by the provisions contained in paragraph 24.I. This indemnity shall survive termination of this Agreement.

C) Waiver of Subrogation. **CITY** and **LICENSEE** release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Licensed Property or to the **LICENSEE** Equipment thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. **CITY** and **LICENSEE** shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither **CITY** nor **LICENSEE** shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 18.

D) Insurance. **LICENSEE** will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000. **LICENSEE** shall further maintain, at its sole cost, during the Term, an "All-Risk" policy of casualty insurance upon the communications facility (except the Tower), insuring same for not less than its full replacement cost. All policies of insurance maintained by **LICENSEE** as provided hereunder shall include **CITY** as an additional insured and shall provide that such policies may not be canceled or modified except upon thirty (30) days prior notice to **CITY** and shall be issued by insurance carriers reasonably acceptable to **CITY** provided that **LICENSEE** shall be allowed to maintain such coverage under a program of self-insurance, so long as **LICENSEE** delivers evidence to **CITY** of the existence of such program. Upon full execution of this License Agreement, **LICENSEE** shall deliver to **CITY** certificate(s) of insurance evidencing the coverage required by this Section.

19. CONDEMNATION.

CITY will, within 48 hours of receipt of notification, provide **LICENSEE** with notice in the event the whole of **CITY'S** Property, including without limitation the Tower Site, or such portion thereof as will make the Licensed Property unusable for the purposes herein contained, are condemned by any legally constituted authority for any public use or purpose, or sold under threat thereof. In either of said events, the term or any renewal term hereby granted shall cease from the time when possession of the Licensed Property, inclusive of the Tower Site, is taken by public authorities, and rental shall be accounted for as between **CITY** and **LICENSEE** as of the date on a pro-rata basis for rents paid in advance. Any lesser condemnation shall in no way affect the respective rights and obligations of **CITY** and **LICENSEE** hereunder. Nothing in this provision shall be construed to limit or affect **LICENSEE'S** independent right to an award of compensation of any eminent domain proceeding for the taking of **LICENSEE'S** antenna and equipment, if taken.

20. LIENS.

A) **LICENSEE** shall keep the Tower Site free from any liens arising out of any work performed, material furnished, or obligations incurred by or for **LICENSEE**. **LICENSEE** shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which **CITY** permits **LICENSEE** to perform on the Property shall be deemed to be for the use and benefit of **CITY** so that no mechanics or other lien shall be allowed against the estate of **CITY** by reason of its consent to such work. **CITY** shall have the right to post notices that it is not responsible for payment for any such work.

B) **CITY** waives any lien rights it may have concerning the **LICENSEE** Equipment and Tower which are deemed **LICENSEE'S** personal property and not fixtures, and **LICENSEE** has the right to remove the same at any time without **CITY'S** consent.

CITY acknowledges that **LICENSEE** has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the **LICENSEE** Equipment and Tower (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, **CITY** (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any License Fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

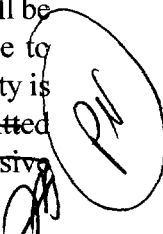
21. SALE OR TRANSFER BY OWNER.

If **CITY**, at any time during the initial term or any extended term of this Agreement, sells, leases, transfers or otherwise conveys all or any part of **CITY'S** Property to any transferee other than **LICENSEE**, such transfer shall be subject to the terms and provisions of this Agreement and all of **LICENSEE'S** rights hereunder and acknowledge same in writing to the **CITY**.

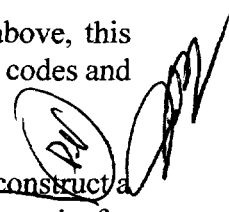
22. TAXES. **LICENSEE** shall be responsible for and shall hold **CITY** harmless from any and all taxes levied upon the Tower or **LICENSEE'S** leasehold improvements (including **LICENSEE'S** equipment building and tower) on the Licensed Property or the land upon which they are located if said

taxes are the result of license's, improvements or use. **CITY** shall provide **LICENSEE** with copies of all assessment notices on or including the Licensed Property. **LICENSEE** shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Licensed Property by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as **LICENSEE** may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name **LICENSEE** with respect to the valuation of the Licensed Property. **CITY** shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by **LICENSEE** and any refunds or rebates secured as a result of **LICENSEE**'S action shall belong to **LICENSEE**.

23. DAMAGE OR DESTRUCTION.

A) In the event that, at any time during the term of this Agreement, the Tower shall be partially destroyed or damaged, then **LICENSEE**, its agents, representatives, or employees, shall have the right, but not the obligation, at its own cost and expense, to repair, replace or rebuild the Tower and/or Tower Site. In the event **LICENSEE** had not commenced such repair, replacement, or rebuilding within forty-five (45) days after the date of such damage or destruction, **CITY** may, upon written notice to **LICENSEE** terminate this Agreement as of the date set forth in such notice and all license fees and other sums shall be accounted for between **CITY** and **LICENSEE** as of the date the Tower Site became unavailable to **LICENSEE**. License fees shall abate to the extent that, and for the period that, the Licensed Property is not usable for the conduct of **LICENSEE**'s business. ~~In the alternative, **LICENSEE** shall be permitted to construct a tower within 300 feet of the Tower Site. These shall be **LICENSEE**'s sole and exclusive remedies for such damage.~~ 

B) In the event of any such damage or destruction which renders **LICENSEE**'s Equipment non-operable for a period reasonably expected to exceed five (5) days, **LICENSEE** shall have, and **CITY** hereby grants to **LICENSEE**, the right, at no additional cost, to bring and maintain upon **CITY**'S Property such temporary communications facilities, as **LICENSEE** shall reasonably determine are the minimum necessary to continue to operate **LICENSEE**'s communications system and provided (i) that such temporary facilities do not materially interfere with **CITY**'S or any other tenant's communications operations on **CITY**'S Property or the repair or replacement of the damaged facilities; (ii) that **LICENSEE** obtains all necessary permits and authorizations for the construction and operation of such temporary facilities; (iii) that **LICENSEE** shall remove such temporary facilities upon the sooner of (a) the restoration of service by **LICENSEE**'s equipment, or (b) termination of this Agreement. This shall be **LICENSEE**'S sole and exclusive remedy.

C) If **LICENSEE** exercises its right to construct a tower pursuant to any of the above, this Agreement shall remain in full force and effect. All construction shall comply with applicable codes and regulations. 

~~D) Should the Tower Site be destroyed and **LICENSEE** elects, at its sole expense to construct a replacement tower structure, **LICENSEE** and **CITY** shall work together to determine an alternate site for the erection of such tower structure subject to reasonable terms and conditions under the then existing circumstances.~~

24. MISCELLANEOUS.

A) **LICENSEE**, upon paying the License Fee, shall peaceably and quietly have, hold and enjoy the Licensed Property subject to all terms and conditions set forth herein. **CITY** shall not cause or permit any use of the **CITY'S** Property or the Licensed Property to materially interfere with or impair the quality of the communications services being rendered by **LICENSEE** from the Licensed Property, nor shall **CITY** have unsupervised access to **LICENSEE'S** Equipment. **CITY'S** obligations as set forth in this section, are subject to and governed by the rights and obligations set forth herein which supersedes all other sections. **LICENSEE'S** sole remedy for **CITY'S** violation of this section shall be to terminate this Agreement.

B) **CITY** represents and warrants that **CITY** has full authority to enter into and sign this Agreement.

C) This Agreement contains all agreements, promises and understandings between the **CITY** and **LICENSEE**. All exhibits are incorporated by reference.

D) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of **CITY** and **LICENSEE**. **LICENSEE** may not permit any other use of the Licensed Property for any purpose except as expressed herein.

E) The drafting of this Agreement has been a joint endeavor between the parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one party than the other.

F) The prevailing party in any action or proceeding in court to enforce any term of this Agreement shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing party.

G) The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

H) A memorandum of agreement, a copy of which is attached hereto, shall be recorded by **LICENSEE** within forty-five (45) days of the final execution of this Agreement.

I) Notwithstanding anything to the contrary contained herein, in no case shall **CITY** be liable to the **LICENSEE** for consequential or special damages of any kind whatsoever, including but not limited to lost revenues, lost profits, or any other damages of any kind whatsoever in any way related to damage, interference, down time, or relocation of **LICENSEE'S** equipment or that of any Joint Users resulting from any **CITY** breach or default under this Agreement of whatsoever nature, including any negligence of the **CITY**. Further, **CITY** shall have no liability for damages or interference caused by parties other than the **CITY** itself. All Joint Users shall be specifically made aware of these limitations and expressly agree to same in writing, which written document shall be acceptable to **CITY**. All indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement. This provision shall supercede any provisions which may be construed to grant the **LICENSEE** any claim for damages in excess of this limitation; provided that any provisions providing for more limited remedies shall govern.

J) Nothing contained herein shall be deemed to grant any cable television rights or franchise of any kind to **LICENSEE** or any Joint Users.

K) All disputes arising under this Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

L) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Licensee Fee and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Property. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one year's License Fee has been paid in advance.

M) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

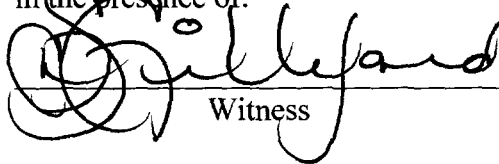
N) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

O) **Radon Gas.** In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[Signatures on following Pages]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year below as written.

Signed, sealed and delivered
in the presence of:

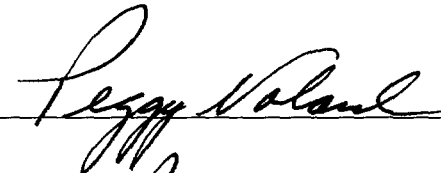

Witness

Print Name: Samantha Gillyard


Witness

Print Name: Quintella Jones

**OWNER
CITY OF DEERFIELD BEACH**

By: 

Print Name: Peggy Noland

Title: Mayor

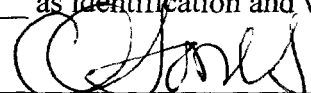
Address: 150 NE 2nd Ave.

Deerfield Beach, FL 33441

Executed on 18 day of August, 2009

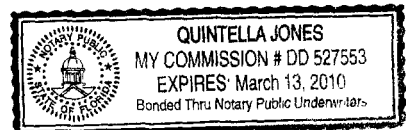
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of August 2009, by Peggy Noland, as Mayor of the City of Deerfield Beach, a municipal corporation, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.


Notary Public
Print Name: Quintella Jones

My Commission Expires:

(Seal)



[Signatures continued on next page]

WITNESSES:

Debbie Lewis
Print Name: Debbie Lewis

Anita Brommer
Print Name: Anita Brommer

"LICENSEE"

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

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Name: John Heggy
Manager of
Date: Real Estate /Construction
7/20/09

STATE OF Florida
COUNTY OF Palm Beach

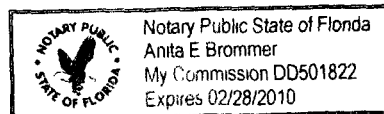
The foregoing instrument was acknowledged before me this 20 day of July, 2009, by John Heggy, Mgr. Real Estate Const of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced _____ as identification.

Anita E Brommer
Name: _____
Notary Public

Serial No.: _____

My Commission Expires: _____

[NOTARIAL SEAL]



PROPOSED EXHIBIT LIST

EXHIBIT "A"	--	Owners Property
EXHIBIT "B"	--	Sketch of Leased Property (including Equipment Cabinet Space, Tower Space and Access/Utility Easement).
EXHIBIT "C"	--	Description of Antenna(s) and Equipment.
EXHIBIT "D"	--	Memorandum of Lease.

EXHIBIT A

OWNER'S PROPERTY

All of Blocks 5 and 6, "DEERFIELD DEVELOPMENT AND LAND COMPANY'S SUBDIVISION", according to the the Plat thereof, as recorded in Plat Book 2, Page 100, of the Public Records of Palm Beach County, Florida, LESS the North 10.00 feet thereof;

together with

Lots 1, 2, 3, 4, 5, 6, 7, Block 11, "DEERFIELD DEVELOPMENT AND LAND COMPANY'S SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 2, Page 100, of the Public Records of Palm Beach County, Florida.

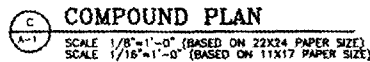
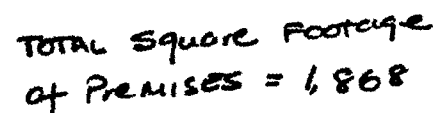
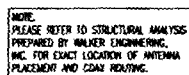
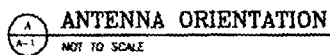
together with

That 40.00 foot wide right-of-way for N.E. 1st Street lying North of and adjacent to Lot 1, Block 11 of said Plat of "DEERFIELD DEVELOPMENT AND LAND COMPANY'S SUBDIVISION", as abandoned in Official Records Book 14087, Page 993, of the Public Records of Broward County, Florida. Said lands situate in the City of Deerfield Beach, Broward County, Florida.

EXHIBIT B

LEASED PROPERTY

(Sketch Attached)



Sheet No.	Drawing No.
A	A-1

EXHIBIT C
Description of Antenna and Equipment

Centerline of Antenna 125'

Antennas:

Quantity	Two (2)
Manufacturer	Kathrein
Model	742-264

Tower Mounted Amplifiers

Manufacturer	RFS
Model	ATM19801712-0

Diplexers

Manufacturer	RFS
Model	FDGW5504/1C-3L

RET

Model	Four (4) 860-10025

Centerline of Antenna 135'

Antennas:

Quantity	Two (2)
Manufacturer	Kathrein
Model	800-10121

Tower Mounted Amplifiers

Manufacturer	RFS
Model	ATM19801712-0

Diplexers

Manufacturer	RFS
Model	FDGW5504/1C-3L

RET

Model	Four (4) 860-10025

Centerline of Antenna 105'

Antennas:

Quantity	Two (2)
Manufacturer	Kathrein
Model	742-264

Tower Mounted Amplifiers

Manufacturer	RFS
Model	ATM19801712-0

Diplexers

Manufacturer	RFS
Model	FDGW5504/1C-3L

RET

Model	Four (4) 860-10025

EXHIBIT D

Prepared by:
Genevieve Simpson
SBA Network Services, Inc.
5900 Broken Sound Parkway
Boca Raton, Florida 33487

Return to:
New Cingular Wireless PCS, LLC
12555 Cingular Way
Alpharetta, Georgia 30004
Attn: Network Real Estate Administration

Re: Cell Site #CCCO; Cell Site Name: CCC0
Fixed Asset # 10023632
State: Florida
County: Broward

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2009, by and between The City of Deerfield Beach, a Florida municipality having a mailing address of 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (hereinafter referred to as "**Owner or City**") 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 "**LICENSEE**").

1. City and LICENSEE entered into a certain Tower License Agreement ("**Agreement**") on the ____ day of _____, 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 ____ day of _____ 2009, with five (5) successive five (1) year options to renew.

3. The portion of the land being leased to Licensee (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.

Signed, sealed and delivered
in the presence of:

OWNER
CITY OF DEERFIELD BEACH

Witness

By: _____

Print Name: _____

Print Name: _____

Witness

Title: _____

Print Name: _____

Address: _____

Executed on ____ day of _____, 2009.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____ 2009, by Peggy Noland, as Mayor of the City of Deerfield Beach, a municipal corporation, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Notary Public
Print Name: _____

My Commission Expires:

(Seal)

Signatures continued on next page]

WITNESSES:

Print Name: _____

Print Name: _____

"LICENSEE"

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

By: _____
Name: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009__, by _____, _____ of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced _____ as identification.

Name: _____
Notary Public

Serial No.: _____

My Commission Expires: _____

[NOTARIAL SEAL]



Carolyn J. Wilder
Senior Paralegal and
Assistant Corporate Secretary
Law Department

AT&T Mobility LLC
1025 Lenox Park Blvd , NE
Suite 5D46
Atlanta, GA 30319-5309

T: 404-986-1674
F: 404-986-9003
CW4626@att.com
www.att.com

NEW CINGULAR WIRELESS PCS, LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Carolyn J. Wilder, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of AT&T Mobility Corporation the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. Section 5.1 of the Company's Limited Liability Company Operating Agreement as amended on August 29, 2007 designates AT&T Mobility Corporation as the Manager of the Company, and AT&T Mobility Corporation remains the Manager of the Company on the date hereof.

2. Section 5.6 of the Company's Limited Liability Company Operating Agreement states as follows:

"The Manager shall have, except as otherwise provided by this Agreement and the requirements of applicable law, the sole, exclusive, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, including, without limitation, the right and power to appoint individuals to serve as officers of the Company and to delegate authority to such officers."

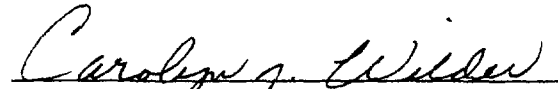
AT&T Mobility Corporation as the Manager of the Company has the authority under Section 5.6 of the Company's Limited Liability Company Operating Agreement to manager all of the business affairs of the Company.

3. Section 5.15 of the Company's Limited Liability Company Operating Agreement states as follows:

"Any person or entity dealing with the Company may rely on a certificate signed by the Manager or officer on any document purporting to bind the Company shall constitute exclusive evidence to third parties of the authority of such person to execute such document on behalf of the Company and so bind the Company."

4. John F. Heggy, Manager of Real Estate and Construction for South Florida is authorized and empowered by the Manager of the Company to execute and deliver in the name of and on behalf of the Company any and all Agreements and ancillary documents relating to the Tower License Agreement between the Company and the City of Deerfield Beach, a Florida municipality.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 25th day of September, 2009.


Carolyn J. Wifder, Assistant Secretary

RESOLUTION NO. 2015/132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE TOWER LICENSE AGREEMENT BETWEEN THE CITY AND NEW CINGULAR WIRELESS PCS, LLC ("LICENSEE"); PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City and Licensee entered into that certain Tower License Agreement dated as of August 18, 2009 whereby City licensed to Licensee certain City real property for the installation and maintenance of a monopole communications tower together with a right of access ("License Agreement"); and

WHEREAS, the parties desire to amend the License Agreement to provide for additional renewal terms, a one-time additional payment to the City by Licensee, as well as future cost increases.

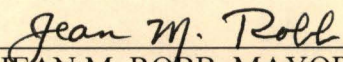
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. Each and every Whereas clause set forth above is a true and correct recital and representation and is incorporated herein as if set forth fully.

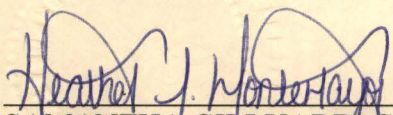
Section 2. The Amendment to the License Agreement is hereby approved in substantially the form as Exhibit "A" attached hereto and made a part hereof and the City Manager is hereby authorized to execute all documents in connection therewith on behalf of the City.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 16TH DAY OF JUNE, 2015.


JEAN M. ROBB, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield/Resolutions(2nd St Tower License Amend)

FIRST AMENDMENT TO TOWER LICENSE AGREEMENT
(BU 840773)

THIS FIRST AMENDMENT TO TOWER LICENSE AGREEMENT ("First Amendment") is made effective this 16th day of June, 2015, by and between CITY OF DEERFIELD BEACH, a municipal corporation ("City"), and NCWPCS MPL 25 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Licensee"), by and through CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, City and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("New Cingular"), entered into a Tower License Agreement dated August 18, 2009 (as assigned, the "Agreement"), whereby City licensed to New Cingular a portion of land being described as a 1,868 square feet portion of that property (said licensed portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Licensed Property") located at 300 NE 2nd Street (Tax Parcel #4743 31 01 0310), Deerfield Beach, Broward County, State of Florida. Notice of the Agreement is provided by, and the Licensed Property is described in that certain Memorandum of Lease ("Memorandum"), recorded in Book 46568, Page 1453 in the Registry; and

WHEREAS, the Agreement has an original term, including all renewal terms, that will expire on August 17, 2019 ("Original Term"), and City and Licensee now desire to amend the terms of the Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, City and Licensee agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 4(A) of the Agreement is amended by adding the following to the end thereto:

Upon expiration of the five (5) additional one (1) year terms, unless sooner terminated, this Agreement shall automatically renew, commencing on August 18, 2019, for four (4) additional five (5)-year renewal terms, each said renewal term being deemed to be automatically exercised unless Licensee provides notice to City prior to the end of any renewal term of Licensee's intent not to extend this Agreement, in which case this Agreement shall expire at the end of the then current term, or this Agreement is otherwise terminated as provided in this Agreement. Unless sooner terminated as provided for herein, this Agreement shall expire on August 17, 2039.

2. As additional consideration for amending the Agreement in accordance with this First Amendment, on August 18, 2019, the annual license payment shall increase one-time by an amount equal to ten percent (10%) of the annual license payment in effect for the immediately

preceding year ("One-Time License Payment Increase") in addition to the regular percentage license payment increase that is scheduled to occur pursuant to the Agreement on the same date ("Regular License Payment Escalation"). The Regular License Payment Escalation shall be applied first, and then the One-Time License Payment Increase shall be applied after the license payment is increased pursuant to the Regular License Payment Escalation.

3. Section 13 of the Agreement is amended by deleting Licensee's notice addresses and inserting the following:

Licensee: NCWPCS MPL 25 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to: CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

4. The Agreement is amended by adding a new Section 25 to the end thereto:

25. RIGHT OF FIRST REFUSAL. If **CITY** receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring **CITY**'s interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Licensed Property, or **CITY**'s interest in this Agreement, or an option for any of the foregoing, **CITY** shall provide written notice to **LICENSEE** of said offer, and **LICENSEE** shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine **LICENSEE**'s possessory or economic interest in the Licensed Property. **CITY**'s notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the **CITY**'s notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If **LICENSEE** does not exercise its right of first refusal by written notice to **CITY** given within thirty (30) days, **CITY** may convey the property as described in the **CITY**'s notice. If **LICENSEE** declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and **LICENSEE**'s right of first refusal shall survive any such conveyance. **LICENSEE** shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this

Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after **LICENSEE's** receipt of **CITY's** notice and the assignment shall be effective upon written notice to **CITY**.

5. As additional consideration for amending the Agreement in accordance with this First Amendment, Licensee agrees to pay to City \$10,000.00 within sixty (60) days of full execution of this First Amendment by both parties.

6. Representations, Warranties and Covenants of City. City represents, warrants and covenants to Licensee as follows:

(a) City is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of City's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, City owns the Licensed Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Licensed Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Licensee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Licensee's request, City shall discharge and cause to be released (or, if approved by Licensee, subordinated to Licensee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Licensed Property.

(d) Upon Licensee's request, City shall cure any defect in City's title to the Licensed Property which in the reasonable opinion of Licensee has or may have an adverse effect on Licensee's use or possession of the Licensed Property.

(e) Licensee is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(f) City agrees to execute and deliver such further documents and provide such further assurances as may be requested by Licensee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Licensed Property under the Agreement as amended hereby.

7. IRS Form W-9. City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Licensee. In the event the Licensed Property is transferred, the transferee shall have a duty at the time of such transfer to provide Licensee with a completed IRS

Form W-9, or its equivalent, and other related paper work to effect a transfer in license payments to the new licensor. City's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from license payments.

8. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between City and Licensee dated August 18, 2014, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

CITY:

City of Deerfield Beach,
a municipal corporation

By: Burgess Hanson (SEAL)
Print Name: Burgess Hanson
Title: City Manager

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LICENSEE:

NCWPCS MPL 25 - Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By:  (SEAL)
Print Name: Lisa A. Sedgwick
Title: RET Manager

Prepared out of State.

Return to:

Crown Castle

1220 Augusta, Suite 500

Houston, Texas 77057

Cross Index with Book 46568, Page 1453

Tax Map #: 4743 31 01 0310

MEMORANDUM OF FIRST AMENDMENT TO TOWER LICENSE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO TOWER LICENSE AGREEMENT ("Amended Memorandum") is made effective this 16th day of June, 2015, by and between CITY OF DEERFIELD BEACH, a municipal corporation ("City"), with a mailing address of 150 NE Second Avenue, Deerfield Beach, Florida 33441, and NCWPCS MPL 25 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Licensee") with a mailing address of Legal Department, Attn: Network Legal, 208 S. Akard Street, Dallas, Texas 75202-4206, by and through CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact, with a mailing address of c/o Crown Castle USA Inc. 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, City and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("New Cingular"), entered into a Tower License Agreement dated August 18, 2009 (as assigned, the "Agreement"), whereby City licensed to New Cingular a portion of land being described as a 1,868 square feet portion of that property (said licensed portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Licensed Property") located at 300 NE 2nd Street (Tax Parcel #4743 31 01 0310), Deerfield Beach, Broward County, State of Florida. Notice of the Agreement is provided by, and the Licensed Property is described in that certain Memorandum of Lease ("Memorandum"), recorded in Book 46568, Page 1453 in the Registry; and

WHEREAS, the Agreement has an original term, including all renewal terms, that will expire on August 17, 2019 ("Original Term"), and City and Licensee now desire to amend the terms of the Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes; and

Site Name: CCCO

BU: 840773

Fixed Asset #: 10023344

PPAB 2865271v1

- 1 -

WHEREAS, City and Licensee made and entered into a First Amendment to Tower License Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. City does hereby grant unto Licensee, its successors and assigns, an exclusive license for the Licensed Property for four (4) additional five (5) year renewal terms beyond the Original Term, such that the Original Term and all renewal terms of the Agreement may last for a term of thirty (30) years, expiring on August 17, 2039, unless sooner terminated as provided in the Agreement.

2. The description of the Licensed Property is as provided in that Memorandum recorded in the Registry in Book 46568, Page 1453.

3. If City receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring City's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Licensed Property, or City's interest in the Agreement, or an option for any of the foregoing, City shall provide written notice to Licensee of said offer, and Licensee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Licensee's possessory or economic interest in the Licensed Property. The details of the right of first refusal granted to Licensee in the First Amendment are provided in detail in the First Amendment.

4. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

CITY:

Signed, sealed and delivery
in the presence of:

Melissa Coyne
Print Name: Melissa Coyne
LaTasha Flintroy
Print Name: LaTasha Flintroy

CITY OF DEERFIELD BEACH,
a municipal corporation

By: Burgess Hanson (SEAL)
Print Name: Burgess Hanson
Title: City Manager

STATE OF Florida)
COUNTY OF Broward) SS:

The foregoing Memorandum of First Amendment to Tower License Agreement was signed, sealed, delivered, and acknowledged before me this 19th day of August, 2015, by Burgess Hanson, City Manager (Title), of the City of Deerfield Beach, a municipal corporation, for and on behalf of the corporation who [☒] is personally known to me or who [☐] produced a _____ as identification.



Melissa Coyne
Notary Public
Print Name: Melissa Coyne

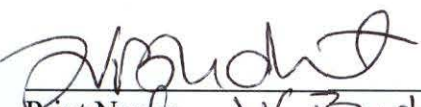
My Commission Expires: Jan. 21, 2019

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

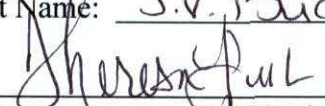
LICENSEE:

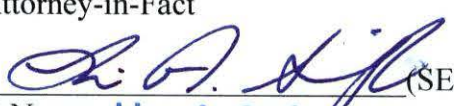
Signed, sealed and delivery
in the presence of:

NCWPCS MPL 25 – YEAR SITES
TOWER HOLDINGS LLC,
a Delaware limited liability company


Print Name: J.V. Bude

By: CCATT LLC,
a Delaware limited liability company,
its Attorney-in-Fact


Print Name: THERESA LITTLE

By:  (SEAL)
Print Name: Lisa A. Sedgwick
Title: RET Manager

STATE OF Texas)
COUNTY OF Harris) SS:

The foregoing Memorandum of First Amendment to Tower License Agreement was signed, sealed, delivered, and acknowledged before me this 30 day of July, 2015, by Lisa A. Sedgwick, RET Manager of CCATT LLC, a Delaware limited liability company, as Attorney-in-Fact for NCWPCS MPL 25 - Year Sites Tower Holdings LLC, a Delaware limited liability company, for and on behalf of the limited liability company who [☒] is personally known to me or who [] produced a _____ as identification.

(Seal)


Notary Public
Print Name: _____

My Commission Expires: _____





Crown Castle
301 North Cattlemen Road, Ste 200
Sarasota, FL 34232

Tel: 941.308. 5253
Fax: 724.416. 6452
www.crowncastle.com

August 18, 2014

Sent via email to: David Santucci

Re: Business Unit # 840773
Site Name: CCCO

Parent Parcel: NE 2nd St, Deerfield Beach, FL

Current Lease: By and between New Cingular Wireless PCS, LLC (CCATT) ("Lessee") and City of Deerfield Beach, FL ("Lessor"), for an 1868 square foot leased area upon which a cell tower has been erected.

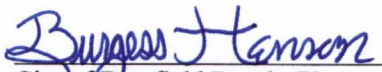
Revised Lease terms:

1. The Lease currently provides in section 4A that there are five (5) one (1) year renewal terms. That section will be amended to provide for an additional four (4) five (5) year renewal terms. The new final Lease expiration date will be August 17, 2039.
2. If Lessor receives an acceptable offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions.
3. The Lease Amendment shall include a provision stating that Lessee will pay to Lessor a one-time amount of Ten Thousand Dollars (\$10,000.00) for the full execution of the Lease Amendment within 60 days of the full execution of the Lease Amendment.
4. On August 18, 2019 the monthly rent shall increase one-time by an amount equal to 10% of the monthly rent in effect for the immediately preceding month ("One-Time Rent Increase") in addition to the regular percentage rent increase that is scheduled to occur pursuant to the Lease on the same date ("Regular Rent Escalation"). The Regular Rent Escalation shall be applied first, and then the One-time Rent Increase shall be applied after the rent is increased pursuant to the Regular Rent Escalation.
5. All other Lease terms will remain the same.

Upon receipt of this document evidencing Lessor's acceptance of the revised Lease terms herein, Lessee shall submit these terms to its property committee. Upon approval by its property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this document. In connection therewith, the parties acknowledge and agree that this document is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of a satisfactory Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

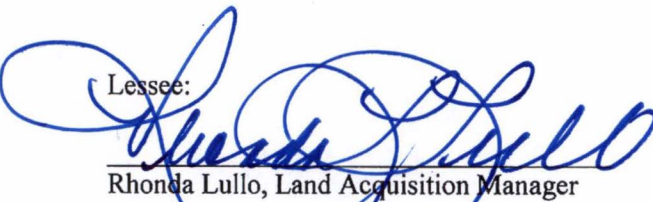
If this document accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to Lessee via fax to 724-416-6452 or by e-mail to Linda.doherty@crowncastle.com.

Lessor:

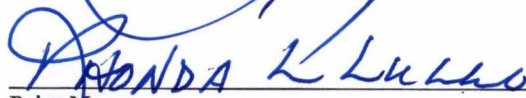

City of Deerfield Beach, FL

Dated: 6/22/15

Burgess Hanson, City Manager
Print Name

Lessee: 
Rhonda Lullo, Land Acquisition Manager

Dated: 6-15-15


Print Name

RESOLUTION NO. 2017/115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE TOWER LICENSE AGREEMENT BETWEEN THE CITY AND NCWPCS MPL 25 – YEAR SITES TOWER HOLDINGS LLC, SUCCESSOR IN INTEREST TO NEW CINGULAR WIRELESS PCS, LLC; AUTHORIZING EXECUTION OF THE SECOND AMENDMENT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City and New Cingular Wireless PCS, LLC (“New Cingular”) entered into that certain Tower License Agreement, dated as of August 18, 2009, whereby the City licensed to New Cingular certain City real property consisting of 1,868 square feet for the installation and maintenance of a monopole communications tower together with a right of access (the “License Agreement”); and

WHEREAS, the City and New Cingular entered into a First Amendment to the License Agreement, dated August 19, 2015, to provide for additional renewal terms, a one-time additional payment to the City and future cost increases; and

WHEREAS, New Cingular assigned all rights, title and interest in and to the License Agreement to NCWPCS MPL 25 – Year Sites Tower Holdings LLC (“Licensee”) pursuant to an AT&T Internal Transfers Agreement dated December 13, 2016; and

WHEREAS, the City and Licensee desire to enter into a Second Amendment to the License Agreement, attached as Exhibit “A”, to acknowledge Verizon Wireless as a Joint User of the Tower Site subject to revenue sharing with the City, to provide for an additional licensed area of approximately 366 square feet to accommodate the equipment of Verizon Wireless, to address the potential future redevelopment of the Licensed Area by the City and to clarify certain other terms of the License Agreement (the “Second Amendment”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

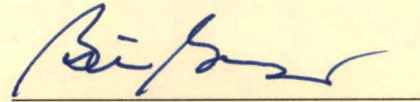
Section 2. The City Commission hereby approves the Second Amendment to the License Agreement with Licensee, attached as Exhibit “A”.

Section 3. The City Manager is hereby authorized to execute the Second Amendment, attached as Exhibit A”, together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

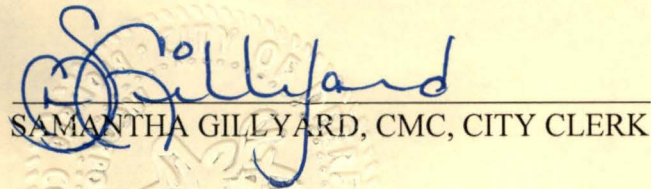
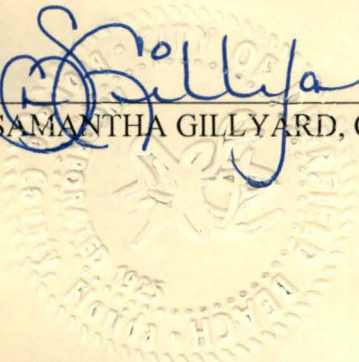
PASSED AND ADOPTED THIS 5TH DAY OF SEPTEMBER, 2017.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

SECOND AMENDMENT TO TOWER LICENSE AGREEMENT
(BU 840773)

THIS SECOND AMENDMENT TO TOWER LICENSE AGREEMENT ("Second Amendment") is made effective this 5th day of September, 2017, by and between THE CITY OF DEERFIELD BEACH, a municipal corporation with an address of 150 NE 2nd Avenue, Deerfield Beach, Florida 33441 (hereinafter "City") and NCWPCS MPL 25 – Year Sites Tower Holdings LLC, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter "Licensee") by CCATT LLC, its Attorney in Fact ("CCATT"), having a place of business at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS:

WHEREAS, City is the owner of that land and property located at 300 NE 2nd Street (Tax Parcel #4743 31 01 0310), Deerfield Beach, Broward County, State of Florida as further described on the attached Exhibit A (hereinafter "Owners Property"); and

WHEREAS, City and New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter "New Cingular"), entered into a Tower License Agreement dated August 18, 2009 (as assigned, the "Original Agreement"), as amended by that First Amendment to Tower License Agreement dated August 19, 2015 (hereinafter "First Amendment"), and collectively with the Original Agreement, hereinafter referred to as the "Agreement"), whereby City licensed to New Cingular a portion of the Owners Property comprised of a total of 1,868 square feet and further described and depicted on the attached Exhibit B (hereinafter the "Licensed Property"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement, notice of which is provided by that certain Memorandum of Lease (hereinafter "Memorandum"), recorded in Book 46568, Page 1453 in the Official Records, Broward County, Florida; and

WHEREAS, New Cingular assigned all right, title and interest in and to the Original Agreement to Licensee pursuant to AT&T Internal Transfers Agreement dated December 13, 2016; and

WHEREAS, the parties wish to clarify, modify, amend, and alter certain terms and conditions of the Agreement as provided herein.

NOW THEREFORE, in exchange for the mutual promises contained herein, City and Licensee agree as follows:

AGREEMENT:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference.

2. Additional Licensed Property. In addition to the Licensed Property, Licensor hereby licenses to Licensee, and Licensee hereby licenses from City, on the terms and conditions

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

set forth in this Second Amendment and in the Agreement, the additional land and space set forth and described on the attached Exhibit C, measuring a total of 366 square feet (hereinafter "Additional Licensed Property"). Licensee shall have the right to use the Additional Licensed Property in the same manner and upon the same terms and conditions as the use of the Licensed Property by Licensee under and pursuant to the Agreement. From and after the Effective Date, all references to Licensed Property in the Agreement shall be deemed to include the Additional Licensed Property space licensed to Licensee herein. The Licensed Property and the Additional Licensed Property is set forth and described on the attached Exhibit D. Further, City hereby grants to Licensee, for its use and for use by Licensee's successors, assigns, subtenants and licensees, non-exclusive easements for access, ingress, egress and regress, and for the placement, installation, operation, maintenance and removal of aboveground and below ground utilities, lines, conduits, and equipment on, over, under and through the City's Property in the area between the Licensed Property and the Additional Licensed Property (hereinafter "Additional Access and Utility Easement(s)"), which Additional Access and Utility Easement(s) shall terminate upon the expiration or termination of the Agreement.

3. Removal of Existing Structures. As of the date of this Second Amendment, the Additional Licensed Property is improved with certain buildings, improvements, structures, personal property or installations (hereinafter "Improvements") owned by City. City authorizes, directs, permits, and grants to Licensee and CCATT the right, in Licensee's or CCATT's discretion, to remove, demolish, raze and remove from the Additional Licensed Property any and all Improvements located thereon including, without limitation that wall constructed of concrete, masonry block, or other building material identified as "3' Tall Concrete Wall" on Exhibit C attached hereto (hereinafter the "Removal"), subject to compliance with applicable laws, rules and ordinances. City hereby represents and warrants that City is the sole owner of all such Improvements, free and clear from any liens, claims, mortgages, or security interests therein or thereon, and that City has the unrestricted right, without seeking or obtaining the approval of any other person, entity, or authority to authorize or permit the removal of the Improvements. City further represents, to the best of City's knowledge, that the Improvements do not contain any substance which is considered or defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any state, federal or local law, rule or ordinance. City agrees that Licensee and CCATT shall be entitled to rely on the authorization, representations, direction and provisions set forth herein, and City agrees that such reliance is reasonable.

4. Acknowledgement of Joint User. As permitted pursuant to Section 6 and other pertinent sections of the Agreement, and as further set forth in that Letter Agreement dated January 12, 2016 (hereinafter "Letter Agreement"), a copy of which is attached hereto as Exhibit E, the provisions of which are incorporated herein by reference, City hereby acknowledges and consents to the license or the grant of a right of use for a portion of the Tower Site (including a portion of the Tower Space and a portion of the Licensed Property) to Verizon Wireless, its subsidiaries and affiliates, as a Joint User, as that term is defined in the Agreement (hereinafter "Verizon"), and subject to the terms and provisions of said Section 6 of the Agreement and the Letter Agreement, including the specified revenue share to the City. Plans and specifications of the installation, location, and placement of the equipment of Verizon are set forth on the attached Exhibit F (hereinafter "Plans"). Upon the execution of this Second Amendment by City, the Plans shall be

deemed approved by City in accordance with the terms and provisions of Section 6(B) of the Agreement and the Letter Agreement.

5. Full Force and Effect. All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. City and Licensee ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement, as amended, or this Amendment, this Amendment shall govern and control. The parties agree to execute a Memorandum of this Amendment or, if applicable, an Amended and Restated Memorandum of Agreement contemporaneous with the execution of this Amendment. The recitals set forth in this Amendment are incorporated herein by reference.

6. Binding Effect. The Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

7. Entire Agreement. The Amendment supersedes all agreements previously made between the parties relating to its subject matter.

8. Counterparts. The Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Any signature delivered by facsimile or other forms of electronic transmission, such as a portable document format ("PDF"), shall be considered an original signature by the sending party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

LaTasha Flintroy
Witness
Print Name: LaTasha Flintroy

Amy R. Smith
Witness
Print Name: Amy R. Smith

CITY: City of Deerfield Beach, a municipal corporation

Burgess J. Hanson
By: Burgess Hanson
Its: City Manager

Date: 9/27/17

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

LICENSEE: NCWPCS MPL 25 - Year Sites Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact

By: J. Leigh Bennett
Name: J. Leigh Bennett
Title: Real Estate Manager

EXHIBIT A
OWNERS PROPERTY

PARENT PARCEL
(BROWARD COUNTY PROPERTY APPRAISER)

DEERFIELD DEV & LAND CO SUB 2-100 PB LOTS 1 THRU 14 & W 10 OF NE 4 AVE ABUTTING ALL LOTS & LOTS 15 THRU 23 WITH VAC ALLEYS ADJ BLK 6, TOG WITH LOTS 1 THRU 7 & W 10 OF NE AVE ABUTTING ALL LOTS & WITH E 1/2 OF PT OF VAC ALLEY W OF & ADJ TO LOTS 5 THRU 7 BLK 11, TOG WITH A POR OF VAC NE 1 ST BET LOTS 14 OF BLK 6 & LOT 1 OF BLK 11.

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

- 6 -

EXHIBIT B
LICENSED PROPERTY

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET; THENCE NORTH 88°56'37" EAST FOR 12.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°56'37" EAST FOR 1.30 FEET; THENCE NORTH 01°03'23" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET; THENCE NORTH 88°56'37" EAST FOR 27.65 FEET; THENCE SOUTH 00°36'03" EAST FOR 29.82 FEET; THENCE SOUTH 88°56'37" WEST FOR 28.71 FEET; THENCE NORTH 01°03'23" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 2.34 FEET TO SAID POINT OF BEGINNING.

CONTAINING 824 SQUARE FEET (0.019 ACRES), MORE OR LESS.

TOGETHER WITH:

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 01°24'00" WEST ALONG THE WESTERLY EXTERIOR FACE OF SAID BUILDING FOR 8.04 FEET TO AN INTERSECTION WITH THE EASTERLY PROJECTION OF THE SOUTHERLY INTERIOR FACE OF A CONCRETE WALL ENCLOSURE AND THE POINT OF BEGINNING; THENCE SOUTH 89°02'20" WEST ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTHERLY INTERIOR FACE FOR 23.30 FEET TO THE SOUTHWESTERLY INTERIOR CORNER OF SAID CONCRETE WALL ENCLOSURE; THENCE NORTH 00°39'27" WEST ALONG THE WESTERLY INTERIOR FACE OF SAID CONCRETE WALL ENCLOSURE FOR 45.34 FEET TO THE NORTHWESTERLY INTERIOR CORNER OF SAID CONCRETE WALL ENCLOSURE FOR 22.71 FEET TO AN INTERSECTION WITH SAID WESTERLY EXTERIOR FACE; THENCE SOUTH 01°24'00" EAST ALONG SAID WESTERLY EXTERIOR FACE FOR 45.41 FEET TO SAID POINT OF BEGINNING.
CONTAINING 1,044 SQUARE FEET (0.024 ACRES), MORE OR LESS.

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

EXHIBIT B (Continued)
LICENSED PROPERTY

20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET TO THE SOUTHWESTERLY CORNER OF A VERIZON WIRELESS PARCEL; THENCE NORTH 88°56'37" EAST ALONG THE SOUTH LINE OF SAID VERIZON WIRELESS PARCEL FOR 12.02 FEET TO A POINT ON THE WESTERLY LINE OF A TOWER PARCEL; THENCE SOUTH 01°03'23" EAST ALONG SAID WESTERLY LINE FOR 2.34 FEET TO THE SOUTHWEST CORNER OF SAID TOWER PARCEL; THENCE NORTH 88°56'37" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE SOUTH 01°03'23" EAST FOR 10.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET SOUTH OF SAID SOUTH LINE; THENCE NORTH 88°56'37" EAST ALONG SAID PARALLEL LINE FOR 36.88 FEET; THENCE SOUTH 01°03'23" EAST FOR 69.55 FEET TO POINT "A"; THENCE CONTINUE SOUTH 01°03'23" EAST FOR 56.34 FEET; THENCE SOUTH 88°56'37" WEST FOR 134.71 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 3RD AVENUE (40 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 88°56'37" WEST FOR 110.42 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET WEST OF THE WESTERLY EXTERIOR FACE OF SAID BUILDING, AND POINT "B"; THENCE NORTH 01°24'00" WEST ALONG SAID PARALLEL LINE FOR 46.81 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF AN EQUIPMENT PARCEL AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE THENCE RETURN TO SAID POINT "B"; THENCE SOUTH 88°56'37" WEST FOR 24.29 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 9,380 SQUARE FEET (0.215 ACRES), MORE OR LESS.

EXHIBIT B (Continued)
LICENSED PROPERTY

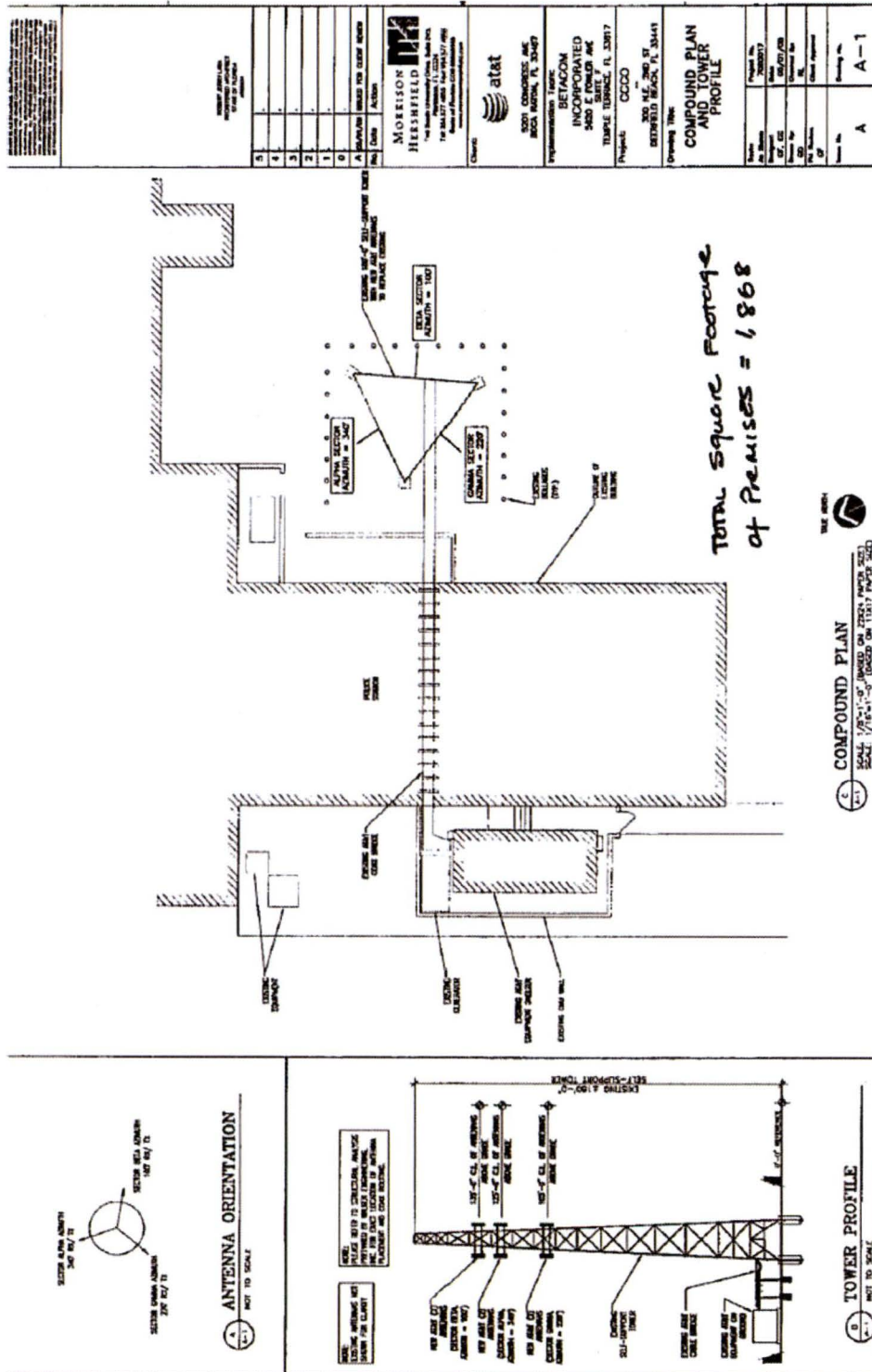
3 FOOT WIDE NON-EXCLUSIVE WAVEGUIDE BRIDGE EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE MAIN ROOF LEVEL OF A ONE-STORY CONCRETE BLOCK BUILDING SITUATED IN BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, LYING WITHIN 1.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 47.36 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 3 FOOT WIDE NON-EXCLUSIVE WAVEGUIDE BRIDGE EASEMENT; THENCE SOUTH 81°42'41" WEST FOR 5.55 FEET; THENCE SOUTH 89°23'41" WEST FOR 36.53 FEET TO AN INTERSECTION WITH THE WESTERLY EXTERIOR FACE OF SAID BUILDING, AND THE EASTERLY LINE OF AN EQUIPMENT PARCEL, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 126 SQUARE FEET (0.003 ACRES), MORE OR LESS.

EXHIBIT B (Continued)
LICENSED PROPERTY



Site Name: CCCC
BU: 840773
Fixed Asset #:10023632

EXHIBIT C
ADDITIONAL LICENSED PROPERTY

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°56'37" EAST FOR 13.32 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A TOWER PARCEL; THENCE NORTH 01°03'23" WEST ALONG SAID WESTERLY LINE AND ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET TO THE NORTHWEST CORNER OF SAID TOWER PARCEL; THENCE SOUTH 88°56'37" WEST ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID TOWER PARCEL FOR 13.32 FEET TO AN INTERSECTION WITH SAID EASTERLY EXTERIOR FACE; THENCE SOUTH 01°03'23" EAST ALONG SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET TO SAID POINT OF BEGINNING.

CONTAINING 366 SQUARE FEET (0.008 ACRES), MORE OR LESS.

EXHIBIT D
LICENSED PROPERTY AND ADDITIONAL LICENSED PROPERTY

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET; THENCE NORTH 88°56'37" EAST FOR 12.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°56'37" EAST FOR 1.30 FEET; THENCE NORTH 01°03'23" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET; THENCE NORTH 88°56'37" EAST FOR 27.65 FEET; THENCE SOUTH 00°36'03" EAST FOR 29.82 FEET; THENCE SOUTH 88°56'37" WEST FOR 28.71 FEET; THENCE NORTH 01°03'23" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 2.34 FEET TO SAID POINT OF BEGINNING.

CONTAINING 824 SQUARE FEET (0.019 ACRES), MORE OR LESS.

TOGETHER WITH:

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 01°24'00" WEST ALONG THE WESTERLY EXTERIOR FACE OF SAID BUILDING FOR 8.04 FEET TO AN INTERSECTION WITH THE EASTERLY PROJECTION OF THE SOUTHERLY INTERIOR FACE OF A CONCRETE WALL ENCLOSURE AND THE POINT OF BEGINNING; THENCE SOUTH 89°02'20" WEST ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTHERLY INTERIOR FACE FOR 23.30 FEET TO THE SOUTHWESTERLY INTERIOR CORNER OF SAID CONCRETE WALL ENCLOSURE; THENCE NORTH 00°39'27" WEST ALONG THE WESTERLY INTERIOR FACE OF SAID CONCRETE WALL ENCLOSURE FOR 45.34 FEET TO THE NORTHWESTERLY INTERIOR CORNER OF SAID CONCRETE WALL ENCLOSURE FOR 22.71 FEET TO AN INTERSECTION WITH SAID WESTERLY EXTERIOR FACE; THENCE SOUTH 01°24'00" EAST ALONG SAID WESTERLY EXTERIOR FACE FOR 45.41 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,044 SQUARE FEET (0.024 ACRES), MORE OR LESS.

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

EXHIBIT D (Continued)
LICENSED PROPERTY AND ADDITIONAL LICENSED PROPERTY

TOGETHER WITH:

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°56'37" EAST FOR 13.32 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A TOWER PARCEL; THENCE NORTH 01°03'23" WEST ALONG SAID WESTERLY LINE AND ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET TO THE NORTHWEST CORNER OF SAID TOWER PARCEL; THENCE SOUTH 88°56'37" WEST ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID TOWER PARCEL FOR 13.32 FEET TO AN INTERSECTION WITH SAID EASTERLY EXTERIOR FACE; THENCE SOUTH 01°03'23" EAST ALONG SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET TO SAID POINT OF BEGINNING.

CONTAINING 366 SQUARE FEET (0.008 ACRES), MORE OR LESS.

20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET TO THE

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

EXHIBIT D (Continued)
LICENSED PROPERTY

SOUTHWESTERLY CORNER OF A VERIZON WIRELESS PARCEL; THENCE NORTH 88°56'37" EAST ALONG THE SOUTH LINE OF SAID VERIZON WIRELESS PARCEL FOR 12.02 FEET TO A POINT ON THE WESTERLY LINE OF A TOWER PARCEL; THENCE SOUTH 01°03'23" EAST ALONG SAID WESTERLY LINE FOR 2.34 FEET TO THE SOUTHWEST CORNER OF SAID TOWER PARCEL; THENCE NORTH 88°56'37" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE SOUTH 01°03'23" EAST FOR 10.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET SOUTH OF SAID SOUTH LINE; THENCE NORTH 88°56'37" EAST ALONG SAID PARALLEL LINE FOR 36.88 FEET; THENCE SOUTH 01°03'23" EAST FOR 69.55 FEET TO POINT "A"; THENCE CONTINUE SOUTH 01°03'23" EAST FOR 56.34 FEET; THENCE SOUTH 88°56'37" WEST FOR 134.71 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 3RD AVENUE (40 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 88°56'37" WEST FOR 110.42 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET WEST OF THE WESTERLY EXTERIOR FACE OF SAID BUILDING, AND POINT "B"; THENCE NORTH 01°24'00" WEST ALONG SAID PARALLEL LINE FOR 46.81 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF AN EQUIPMENT PARCEL AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE THENCE RETURN TO SAID POINT "B"; THENCE SOUTH 88°56'37" WEST FOR 24.29 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 9,380 SQUARE FEET (0.215 ACRES), MORE OR LESS.

EXHIBIT D (Continued)
LICENSED PROPERTY

3 FOOT WIDE NON-EXCLUSIVE WAVEGUIDE BRIDGE EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE MAIN ROOF LEVEL OF A ONE-STORY CONCRETE BLOCK BUILDING SITUATED IN BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, LYING WITHIN 1.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 47.36 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 3 FOOT WIDE NON-EXCLUSIVE WAVEGUIDE BRIDGE EASEMENT; THENCE SOUTH 81°42'41" WEST FOR 5.55 FEET; THENCE SOUTH 89°23'41" WEST FOR 36.53 FEET TO AN INTERSECTION WITH THE WESTERLY EXTERIOR FACE OF SAID BUILDING, AND THE EASTERLY LINE OF AN EQUIPMENT PARCEL, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 126 SQUARE FEET (0.003 ACRES), MORE OR LESS.

EXHIBIT E
LETTER AGREEMENT DATED JANUARY 12, 2016

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632



Crown Castle
6420 Congress Avenue, Suite 2000
Boca Raton, FL 33487

January 12, 2016

City of Deerfield Beach
Attn: David Santucci
150 N.E. 2nd Ave.
Deerfield Beach, FL 33441

**RE: Crown Castle Business Unit #
840773 Site Name: CCCC**

Dear Ms. Santucci:

This letter agreement ("Agreement") shall set forth and specify certain agreements and understandings with respect to that Tower License Agreement dated August 18, 2009 as amended by that First Amendment to Tower License Agreement dated August 19, 2015 (collectively hereinafter "Tower License") by and between the City of Deerfield Beach, a municipal corporation (hereinafter "City") and NCWPCS MPL 25 - Year Sites Tower Holdings LLC, successor in interest to New Cingular Wireless PCS, LLC (hereinafter "ATT"), granting and conveying to ATT a license in a portion of that land and property located at 300 Northeast 2nd Street, Deerfield Beach, Florida, commonly known as Tax Parcel Number 4743 31 01 0310 (hereinafter "City's Property"), which portion, measuring a total of 1,868 square feet, is further described in that Memorandum recorded in Book 46568, Page 1453 in the Official Records of Broward County, Florida (hereinafter "Licensed Property"), together with non-exclusive easements for ingress, egress, access and utilities thereto, as sublet pursuant to that Master Prepaid Lease dated December 16, 2013 (hereinafter "Master Lease"), whereby ATT subleased all of its interest in the Tower License and to the Premises to CCATT LLC, a Delaware limited liability company (hereinafter "Crown Castle"). Any and all capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Tower License.

As permitted pursuant to Section 6 and other pertinent sections of the Tower License, and conditioned upon the Verizon Wireless license being subject to the terms of the Tower License, including but not limited to Section 6(c), City hereby acknowledges and consents to the license or the grant of a right of use for a portion of the Tower Site (including a portion of the Tower Space and a portion of the Licensed Property) to Verizon Wireless, its subsidiaries and affiliates, as a Joint User, as that term is defined in the Tower License (hereinafter "Verizon"), and subject to the terms and provisions of said Section 6 of the Agreement. Plans and specifications of the installation, location, and placement of the equipment of Verizon are set forth on the attached Exhibit A (hereinafter "Plans"). Upon the acknowledgement and execution of this Agreement by City, the Plans shall be deemed approved by City in accordance with the terms and provisions of Section 6(B) of the Tower License.

As additional consideration for the use of the Licensed Property by Verizon, ATT shall pay to City an amount equal to twenty percent (20%) of the recurring monthly or annual payments actually received by ATT or Crown Castle from Verizon (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred in installing the equipment of Verizon) for the use of the Tower Space and Licensed Property (hereinafter "Verizon Additional License Fee") commencing upon the first day of the first month following the receipt of such payments by Licensee or Crown Castle from Verizon (hereinafter "Verizon Additional Rent Commencement Date"), and continuing thereafter until the earlier of: (1) the expiration of the Tower License or (2) the cessation of use by Verizon of the Licensed Property as evidenced by a written notice of such termination or cessation by Licensee or Crown Castle to City. The Verizon Additional Rent shall be in lieu of and not in addition to the payment of any license fee or consideration to City by Verizon for the use of the City's Land set forth in Section 6(E) of the Tower License, and the payment of the Verizon

The Foundation for a Wireless World.
CrownCastle.com

By: (Initials) MT Date 1/20/16 Doc Type V-2
BUN: 840773 Lease/Lic 441509

Additional Rent shall not bind, obligate or require Licensee to pay any similar amount for any other Joint User other than as specifically set forth in the Tower License.

It is understood that the City has indicated that the real property of which the Licensed Property is a part may, at some undefined point in the future, be subject to redevelopment. In such a case, City, Tenant and Crown Castle shall negotiate in good faith to find a mutually acceptable relocation or redevelopment agreement allocating the costs, expenses, duties, and responsibilities of each of the parties with respect to any such redevelopment and any relocation of the improvements located within the Licensed Property to either another location within the City's Property or on a separate tract of land owned or otherwise under the control of the City by City. Should the parties enter into a relocation agreement, the parties hereto agree and acknowledge that the costs, expenses and fees necessary for the relocation of any of the equipment installed by Verizon ("Verizon Expenses") pursuant to the consent and approval granted by City herein, shall not be paid, reimbursed or an expense of the City and the City shall be indemnified and held harmless from any and all Verizon Expenses.

EXCEPT AS EXPRESSLY STATED HEREIN, THE TOWER LICENSE SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS.

Please review this Agreement and evidence the acceptance and acknowledgement of the provisions contained herein by your signature below.

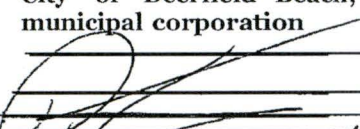
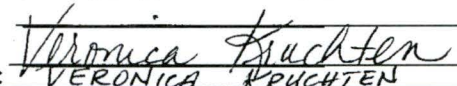
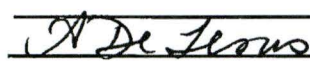
Acknowledged and Agreed: City: City of Deerfield Beach, a municipal corporation By:  Name: <u>Brian Donovan, for B.H.</u> Title: <u>Asst City Manager.</u> Date: <u>1/12/16</u>	ATT: NCWPCS MPL 25 - Year Sites Tower Holdings LLC By: CCATT LLC, a Delaware limited liability company, its attorney in fact By:  Name: <u>VERONICA KRUCHTEN</u> Title: <u>REAL ESTATE MANAGER</u> Date: <u>1/15/2016</u>
Crown: CCATT LLC, a Delaware limited liability company By:  Name: <u>Amelia De Jesus</u> Title: <u>Area Director</u> Date: <u>1/15/2016</u>	

EXHIBIT F
PLANS

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

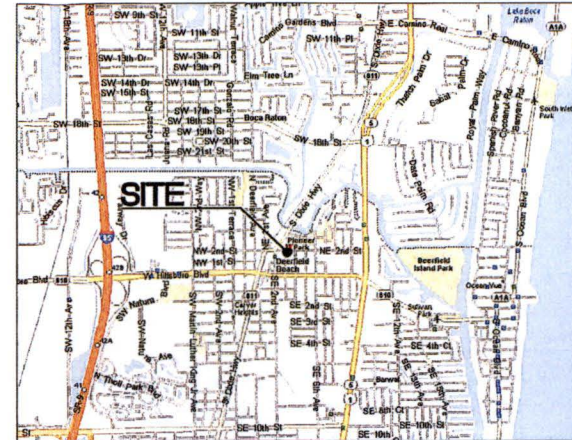


VERIZON WIRELESS SITE NAME / NUMBER
CROWN CCCO /68499

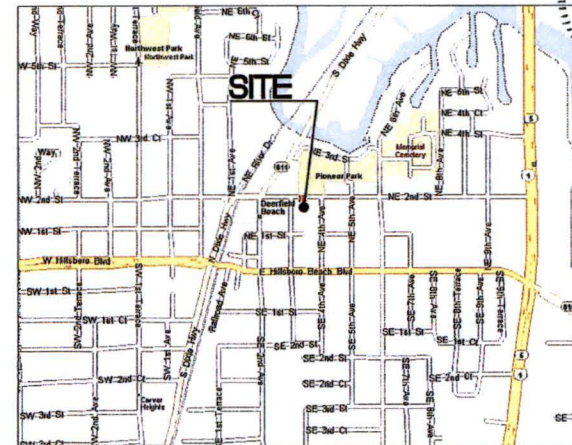
SITE ADDRESS

300 NE 2ND STREET
DEERFIELD BEACH, FL 33441
BROWARD COUNTY

SHEET INDEX		PROJECT DATA	
SHEET	DESCRIPTION	REV.	APPLICANT/LESSEE
1	COVER SHEET		CROWN CCCO
2	CONSTRUCTION NOTES		PROJECT MANAGER: MARK BAESCH PHONE: (561) 995-5723
3	SITE LAYOUT PLAN		CIVIL ENGINEER:
4	AERIAL SITE PLAN		KIMLEY-HORN AND ASSOCIATES, INC. 1920 WELKIVA WAY, SUITE 300 WEST PALM BEACH, FL 33411 ALBERTO RIOS (561) 845-0665
5	TOWER ELEVATION AND ANTENNA DETAILS		TOWER OWNER
6	CONSTRUCTION DETAILS		CROWN CASTLE 6400 CONGRESS AVE, SUITE 20000 BOCA RATON, FL 33467 MARSHA BERRY (561) 544-4966
7	GENERAL NOTES & SPECIFICATIONS AND DETAILS		POWER COMPANY
8	LP UNDERGROUND TANK		FPL 800-375-4375
9	LP TANK GENERAL NOTES		STRUCTURAL ENGINEER:
10	LP TANK GENERAL INSTALLATION		N/A
11	EQUIPMENT DETAILS		ELECTRICAL ENGINEER:
12	ONE LINE DIAGRAM FIBER RISER		CAW ENGINEERING DALE WALKER 2775 VISTA PARKWAY, SUITE 60 WEST PALM BEACH FL 33411 PH: 561-642-5333
13	B/C FIBER RISER		TELCO COMPANY
14	GROUNDING DIAGRAM		FIBERNET DIRECT
ISSUED FOR: CONSTRUCTION DRAWINGS		DATE: MAY 2017	
PERMITTING		SITE DATA	
JURISDICTION:	CITY OF DEERFIELD	LATITUDE:	26° 19' 12.16"N, NAD'83
FRN ID:	474331010310	LONGITUDE:	80° 05' 54.16"W, NAD'83
HANDICAP REQUIREMENTS:	FACILITY IS UNHARMED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.	GROUND ELEVATION:	12.1' (NAVD83)
VERIZON WIRELESS IS PROPOSING TO INSTALL OUTDOOR RADIO CABINETS ON A CONCRETE SLAB WITH AN OUTDOOR PROPANE GENERATOR, UNDERGROUND LP TANK AND ANTENNAS ON AN EXISTING TOWER.		EXISTING TOWER HEIGHT:	180' SELF SUPPORT TOWER
PROJECT SUMMARY		DESIGN DATA	
		ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.	
		1. 2015 EDITION 2014 FLORIDA BUILDING CODE 2. 2011 NATIONAL ELECTRIC CODE (NEC) 3. 2011 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70E 4. LIFE SAFETY CODE NFPA-701-2015 5. FLORIDA FIRE PREVENTION CODE 2015 6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC) 7. BUILDING MATERIALS LABORATORIES (B.L.) APPROVED ELECTRICAL PRODUCTS 8. LOCAL BUILDING CODE 9. CITY/COUNTY ORDINANCES	



VICINITY MAP



VICINITY MAP

FROM VERIZON WIRELESS OFFICE:
TRAVEL WEST ON YAMATO ROAD TO CONGRESS AVE. MAKE A U-TURN AT CONGRESS AVE. MERGE ONTO I-95 S TOWARDS MIAMI. TAKE EXIT 42 FOR FL-810 E/WELLSBORO BLVD. TURN LEFT ONTO NE 2ND AVE. TAKE THE 2ND RIGHT INTO NE 2ND STREET. THE SITE WILL BE ON THE RIGHT.

DRIVING DIRECTIONS



4700 EICHENHUE CT, SUITE 100
BOCA RATON, FL 33431
(561) 995-0500

PROJECT INFORMATION:
CROWN CCCO
SITE No 68499
300 NE 2ND STREET
DEERFIELD BEACH, FL 33441
BROWARD COUNTY

CURRENT ISSUE DATE:
MAY 2017

ISSUED FOR:
CONSTRUCTION DRAWINGS

REV. DATE: DESCRIPTION:

PROFESSIONAL ENGINEER
MARTIN
No. 72397
STATE OF FLORIDA
KIMLEY-HORN
© 2016 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WELKIVA WAY
WEST PALM BEACH, FLORIDA 33411
PHONE: 561-845-0665
FAX: 561-845-0666

PROJECT DATA:

DRAWN BY: CHK. APV.

LICENSURE:

KEVIN K. MARAJO
ANGELO A. ANTILES
MARIA V. MARTIN

FE 71455
FE 70645
FE 72397

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

T-1

KHA Job #:

044047786

Drawings issued by: KIMLEY-HORN AND ASSOCIATES, INC. (KHA) 1920 MEKIVA WAY, WEST PALM BEACH, FLORIDA 33411 (561) 845-0665 FAX: (561) 845-0666
THIS DOCUMENT, INCLUDING THE SHEETS AND ANY ATTACHED APPENDICES, IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). ANY VIOLATION OF THIS AGREEMENT SHALL BE SUBJECT TO THE JUDICIAL AND ARBITRATION JURISDICTION OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE REFERRED TO AND DECIDED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) AND THE DISPUTE RESOLUTION PROCEDURE OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). ANY PARTY WHOSE FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT RESULTS IN A VIOLATION OF THE RULES OF THE AAA SHALL BE DEEMED TO HAVE WAIVED ITS RIGHT TO PARTICIPATE IN THE ARBITRATION PROCESS AND SHALL BE SUBJECT TO THE JUDICIAL AND ARBITRATION JURISDICTION OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). ANY PARTY WHOSE FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT RESULTS IN A VIOLATION OF THE RULES OF THE AAA SHALL BE DEEMED TO HAVE WAIVED ITS RIGHT TO PARTICIPATE IN THE ARBITRATION PROCESS AND SHALL BE SUBJECT TO THE JUDICIAL AND ARBITRATION JURISDICTION OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA).

STANDARD PROVISIONS

NOTES

- THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE PERFORMED AND THE MATERIALS TO BE FURNISHED FOR THE CONSTRUCTION OF THE COMMUNICATIONS SITE.
- THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND COMPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED ON BOTH.
- THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS INDICATED IN THE DOCUMENTS.
- THE PURPOSE OF THE SPECIFICATIONS IS TO SUPPLEMENT THE INTENT OF THE DRAWINGS AND TO DESCRIBE A PROCEDURE, TYPE OR QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. HOWEVER, NO CHANGES THAT ALTER THE CHARACTER OR INTENT OF THE DESIGN WILL BE MADE OR PERMITTED WITHOUT A CHANGE ORDER.

CONFLICTS

- THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR PERFORMING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY INCONVENIENTLY OCCUR SHALL BE SUBMITTED TO THE VERIZON WIRELESS CPM FOR CONSIDERATION BEFORE THE CONSTRUCTION PROCEEDS WITH THE WORK IN THE AFFECTED AREA.
- THE CONTRACTOR, WHEN AMENDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING WHICH SUCH CONTRACTOR MIGHT NOT HAVE FULLY INFORMED HIMSELF PRIOR TO BIDDING.
- NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED WILL BE ACCEPTED AS A REASON FOR ANY FAILURE OR OMISSION ON PART OF THE CONTRACTOR TO FULFILL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

STORAGE

- DO NOT USE THE EXISTING BUILDING SPACE FOR STORAGE OF TOOLS OR MATERIALS WITHOUT THE VERIZON WIRELESS CPM AND/OR BUILDING OWNER APPROVAL.
- ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY LOCATION AND IN A MANNER THAT WILL NOT OBSTRUCT THE FLOW OF OTHER WORK. ANY EQUIPMENT OR MATERIAL STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE MANUFACTURER.

PROTECTION

- PROTECT FINISHED SURFACES, INCLUDING JAMBS AND HEADS OF OPENINGS USED AS PASSAGEWAYS THROUGH WHICH EQUIPMENT AND MATERIALS WILL PASS.
- PROVIDE PROTECTION FOR EQUIPMENT ROOM SURFACES PRIOR TO ALLOWING EQUIPMENT OR MATERIALS TO BE MOVED OVER SUCH SURFACES.
- MAINTAIN FINISHED SURFACES CLEAN, UNHARMED AND SATISFACINGLY PROTECTED UNTIL JOB SITE IS ACCEPTED BY THE VERIZON WIRELESS CPM.

REPAIRS AND REPLACEMENTS

- IN EVENT OF DAMAGE, THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS AND REPAIRS AND AT NO ADDITIONAL COST TO THE VERIZON WIRELESS CPM AND/OR BUILDING OWNER.

TEMPORARY FACILITIES

- TELEPHONE:
EACH CONTRACTOR TO PROVIDE HIS OWN TELEPHONE ACCESS IF REQUIRED.
- IF PERMANENT POWER IS COMPLETED, ALL CONTRACTORS MAY USE THE SERVICE CONNECTION FOR PRODUCTION WORK ONLY, PROVIDED THAT ELECTRICAL CORDS AND CONNECTIONS ARE FURNISHED BY THE CONTRACTORS AND ARE DISCONNECTED AND PROPERLY STORED DURING NON-WORKING HOURS.

CLEARING

- THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK, AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING, INCLUDING ALL TOOLS, SCAFFOLDING AND SURPLUS MATERIALS, AND SHALL LEAVE THE WORK CLEAN AND READY FOR USE.
- EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
 - REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
- INTERIOR: VISUALLY INSPECT INTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
 - REMOVE ALL TRACES OF SPLASHED MATERIAL FROM ADJACENT SURFACES.
 - REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

RELATED DOCUMENTS AND COORDINATION

- GENERAL CARPENTRY, ELECTRICAL, AND ANTENNA DRAWINGS ARE INTERRELATED IN PERFORMANCE OF THE WORK. EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

SHOP DRAWINGS

- CONTRACTORS TO SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS THROUGH THE GENERAL CONTRACTOR TO THE VERIZON WIRELESS CPM FOR APPROVAL.
- ALL SHOP DRAWINGS TO BE REVIEWED, CHECKED AND CORRECTED BY GENERAL CONTRACTOR PRIOR TO SUBMITTAL TO THE VERIZON WIRELESS CPM.

PRODUCTS AND SUBSTITUTIONS

- SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS, AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
- SUBMITTAL SHALL INCLUDE ALL NECESSARY PRODUCT DATA AND CUT SHEET WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS, AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE VERIZON WIRELESS CPM, SUBMIT ACTUAL SAMPLES TO CPM FOR APPROVAL IN LIEU OF CUT SHEETS.

COMPLIANCE

- ALL MATERIALS, DESIGN, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES (SOME OF WHICH ARE LISTED BELOW), ORDINANCES, AND AUTHORITIES HAVING JURISDICTION OVER THE WORK. UPON THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE THE VERIZON WIRELESS CPM WITH A CERTIFICATE OF OCCUPANCY (IF REQUIRED) AND OTHER LEGAL DOCUMENTS TO VERIFY SUCH COMPLIANCE. WHERE NO CODES EXIST, THE WORK SHALL CONFORM WITH THE 2014 EDITION 2014 FLORIDA BUILDING CODE WITH 2006 SUPPLEMENTS AND/OR THE SPECIFICATIONS HEREIN, WHICHEVER IS MORE STRINGENT AND A DOCUMENT STATEMENT SHALL BE FURNISHED TO THIS EFFECT.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY COMPLIANCE WITH THE GOVERNING CODES AND TO NOTIFY THE VERIZON WIRELESS CPM OF ANY DISCREPANCIES PRIOR TO PERFORMING WORK.

REFERENCE TO ANY STANDARD OR CODE OF PRACTICE IN THIS SPECIFICATION SHALL BE DEEMED TO MEAN THE EDITION CURRENT AT THE TIME OF AWARD OF THE CONTRACT. THE CONTRACTOR SHALL COMPLY WITH ALL ZONING AND SITE ACQUISITION SPECIAL STIPULATIONS AS OUTLINED IN THE JOB SPECIFICATIONS, OR AS DIRECTED BY THE VERIZON WIRELESS CPM.

ANSI/ASCE 22 - 0
2014 EDITION 2014 FLORIDA BUILDING CODE
BUILDING OFFICIALS & CODE ADMINISTRATORS (BOCA)
NATIONAL ELECTRICAL CODE (NEC) WITH LOCAL AMENDMENTS
UNDERGROUND LABORATORIES APPROVED ELECTRICAL PRODUCTS
AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
LIFE SAFETY CODE NFPA - 101-2010
FEDERAL AVIATION REGULATIONS
FLORIDA FIRE PROTECTION CODE 2016

PERMITS AND LICENSES

- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AND INSTRUCTION AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE.
- THE CONTRACTOR SHALL BE EQUIPPED WITH A MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A CELLULAR PHONE OR A PAGER.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY INCLUDING BUT NOT LIMITED TO PROTECTION OF ALL SITE PERSONNEL AND THE GENERAL PUBLIC DURING THE ENTIRE SITE CONSTRUCTION PERIOD. HE SHALL TAKE ALL REASONABLE PRECAUTIONS TO PLACE AND MAINTAIN BARRICADES, LAMPS, SIGNS, AND THE LIKE IN ACCORDANCE WITH OSHA SAFETY ACT AND ANSI OCCUPATIONAL GUIDELINES.
- THE APPLICANT SHALL SECURE ANY ENVIRONMENTAL OR DRAINAGE PERMITS REQUIRED DUE TO THE PROPOSED IMPROVEMENTS.

COORDINATION WITH PUBLIC UTILITY AUTHORITIES

- THE CONTRACTOR SHALL COORDINATE WITH RELEVANT AUTHORITIES THE WORKS THAT ARE TO BE CARRIED OUT. HE SHALL CONDUCT HIS OPERATIONS SO AS TO NOT INTERFERE WITH THE OPERATIONS OF PUBLIC AND/OR PRIVATE UTILITY AUTHORITIES WHILE INSTALLING SERVICES ON THE SITE.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROTECTION OF SUCH FACILITIES AND STRUCTURES DURING CONSTRUCTION OF THIS SITE.

INSPECTIONS

- THE CONTRACTOR SHALL NOTIFY THE CPM AT LEAST 24 HOURS IN ADVANCE OF REQUIRED INSPECTIONS.
 - INSPECTION OF GROUNDING SYSTEM
INSPECTIONS THAT WILL BE REQUIRED BY THE VERIZON WIRELESS CPM OR OTHER DESIGNATED CARRIER REPRESENTATIVE AND:
 - PRACTICAL COMPLETION
THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ALL RELEVANT AUTHORITY INSPECTIONS ARE CARRIED OUT IN A TIMELY MANNER. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF ALL INSPECTIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE VERIZON WIRELESS CPM'S DESIGNATED ENGINEERING FIRM TO OBTAIN ALL REQUIRED INSPECTIONS AND TESTING. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF ALL INSPECTIONS.

ENVIRONMENTAL PROTECTION

- NOISE LEVEL: THE CONTRACTOR SHALL ENSURE THAT STATE AND LOCAL REGULATIONS ARE COMPLIED WITH IN REGARD TO NOISE LEVELS PRODUCED BY HIS OR HIS SUB-CONTRACTOR'S EQUIPMENT OR METHODS OF CONSTRUCTION.
- DUST CONTROL: THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO LIMIT THE CREATION OF ANY DUST INSURANCE THAT MIGHT ARISE DURING CONSTRUCTION TO THE SATISFACTION OF THE LOCAL AUTHORITIES AND THE BUILDING OWNER. THE VERIZON WIRELESS CPM MAY DIRECT THAT WORK CEASE UNTIL SUCH TIME AS ANY PARTICULAR DUST INSURANCE IS CONTROLLED TO THE SATISFACTION OF THE VERIZON WIRELESS CPM, LOCAL AUTHORITIES AND BUILDING OWNERS.

GAS CONDUIT GENERAL NOTES

- THIS INSTALLATION SHALL COMPLY WITH FBC FUEL GAS CODE.
- THE CONTRACTOR SHALL FIELD VERIFY ALL CONDUIT LENGTHS, ROUTING AND FLARE DIMENSIONS AND SHALL IMMEDIATELY NOTIFY CONSTRUCTION MANAGER AND ENGINEER OF ANY DISCREPANCIES.
- FOR OTHER THAN BLACK STEEL EXPOSED GAS PIPING SHALL BE IDENTIFIED BY A YELLOW LABEL MARKED "GAS" IN BLACK LETTERS. THE MARKING SHALL BE SPACED AT INTERVALS NOT EXCEEDING 5 FEET. THE MARKING SHALL NOT BE REQUIRED ON PIPE LOCATED IN THE SAME ROOM AS THE EQUIPMENT SERVED.
- PIPING SHALL BE MARKED WITH AN APPROVED PERMANENT IDENTIFICATION BY THE INSTALLER SO THAT THE PIPING SYSTEM SUPPLIED BY EACH METER IS EASILY IDENTIFIABLE.

RESTATEMENT

- ANY PAVEMENT, FOOTPATH, CURB, GUTTERS, WALLS, FLOORS, SERVICES, AND EXISTING FEATURES OR OTHER PROPERTIES, DESTROYED OR DESTROYED DURING CONSTRUCTION SHALL BE REINSTATED TO A CONDITION AT LEAST EQUAL TO THAT EXISTING BEFORE COMMENCEMENT OF OPERATIONS.

AS-BUILT DRAWINGS

- THE CONTRACTOR SHALL PREPARE A RED LINED SET OF AS-BUILT DRAWINGS IN THE FORM OF MARKED UP CONSTRUCTION PLANS THAT SHALL BE OF A STANDARD ACCEPTABLE TO THE VERIZON WIRELESS CPM. SUCH DRAWINGS SHALL BE SUBMITTED TO THE VERIZON WIRELESS CPM WITHIN TWO WEEKS FROM PRACTICAL COMPLETION AND PRIOR TO APPROVAL OF THE CONTRACTOR'S FINAL INVOICE.

PRACTICAL COMPLETION

- DOCUMENTATION BY CELLULAR CARRIER BEFORE COMPLETION CAN BE ISSUED INCLUDE:
 - ALL QUALITY ASSURANCE CHECKLISTS AS OUTLINED IN THE PREVIOUS SECTIONS
 - WARRANTIES AND MAINTENANCE MANUALS, IF APPLICABLE
 - GROUND SYSTEM RESISTANCE TEST
 - CERTIFICATE OF OCCUPANCY

INSURANCE AND BONDS

- EACH CONTRACTOR SHALL AT HIS OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH HIS WORK UNTIL HE HAS PRESENTED A CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE GENERAL CONTRACTOR WHO SHALL, IN TURN, FORWARD A COPY OF ALL CERTIFICATES TO THE VERIZON WIRELESS CPM.

verizon

4700 EXCHANGE CT., SUITE 100
BOCA RATON, FL 33431
(561) 995-5500

PROJECT INFORMATION:

CROWN CCCO
SITE No 68499
300 NE 2ND STREET
DEERFIELD BEACH, FL 33441
BROWARD COUNTY

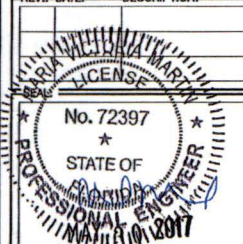
CURRENT ISSUE DATE:

MAY 2017

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV. DATE DESCRIPTION:



PLANS PREPARED BY:

Kimley-Horn & Associates, Inc.
1920 MEKIVA WAY
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBC CA0000696

PROJECT DATA:

DRAWN BY: CHK. APV.
ARS ARS MM

LICENSURE:

KEVIN K. MARANI PE 71455
ARNELO A. ANTILES PE 70645
MARIA V. MARTIN PE 72397

SHEET TITLE:

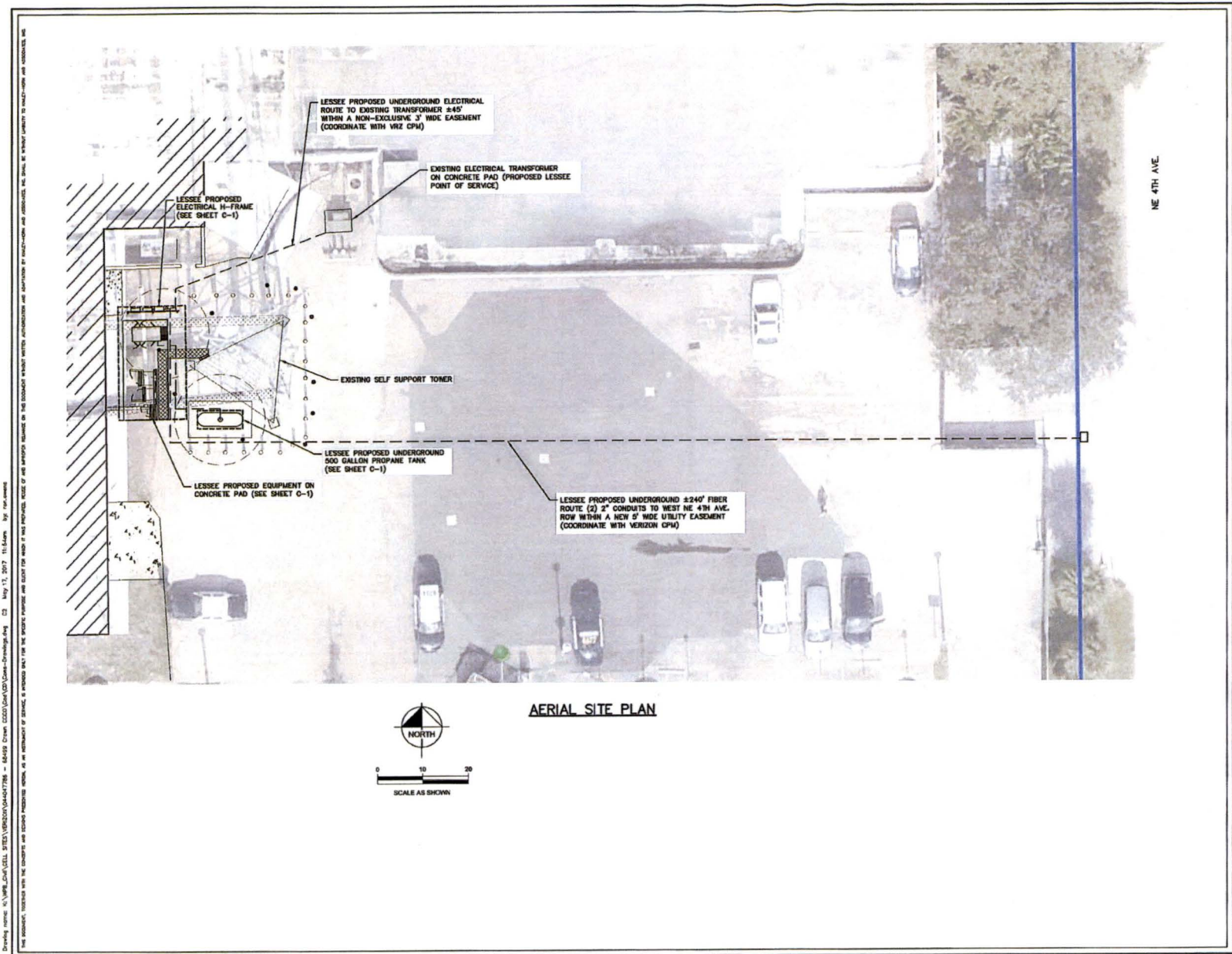
CONSTRUCTION NOTES

SHEET NUMBER:

G-1

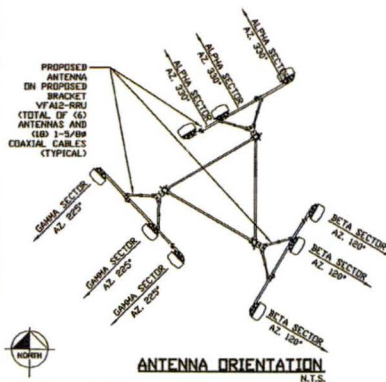
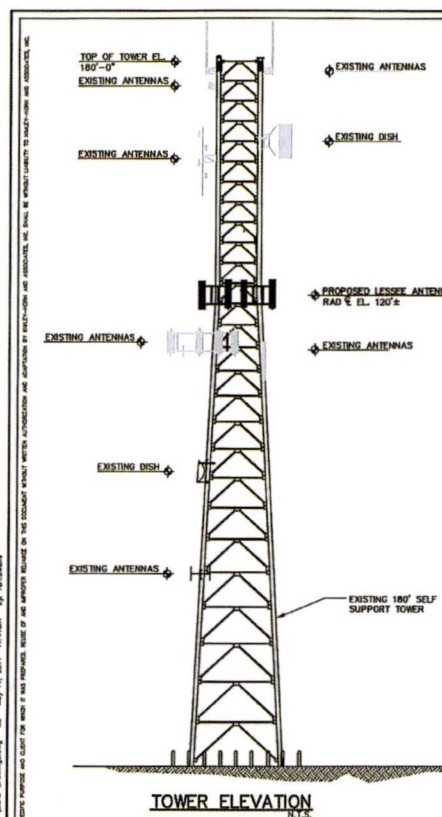
KHA Job #:

044047786



AERIAL SITE PLAN

4700 EXCHANGE CT., SUITE 100 BOCA RATON, FL 33431 (561) 995-8500		
PROJECT INFORMATION: CROWN CCCO SITE No 68499 300 NE 2ND STREET DEERFIELD BEACH, FL 33441 BROWARD COUNTY		
CURRENT ISSUE DATE: MAY 2017		
ISSUED FOR: CONSTRUCTION DRAWINGS		
REV.:	DATE:	DESCRIPTION:
PLANS PREPARED BY: Kimley-Horn © 2016 KIMLEY-HORN AND ASSOCIATES, INC. 1920 WENYIA WAY WEST PALM BEACH, FLORIDA 33411 (561) 845-0845 FIRE CA0000894		
PROJECT DATA:		
DRAWN BY: CHK: APV: ARS ARS MVM		
LICENSURE: KIM H. MARSH PE 71405 ANGELO A. JETTES PE 70848 MARIA V. MARTIN PE 72397		
SHEET TITLE: AERIAL SITE PLAN		
SHEET NUMBER: C-2		
KHA Job #: 044047786		



PROPOSED CONFIGURATION

321

RF ENGINEERING ANTENNA SPECIFICATION SHEET

CELLULAR RF MIC ANTENNA CONFIGURATIONS

SCOPE OF WORK: 800MHz									
Antenna Quantity		ALPHA		BETA		GAMMA			
Antenna Model									
Antenna Orientation									
Antenna Feeding Method (FAS)									
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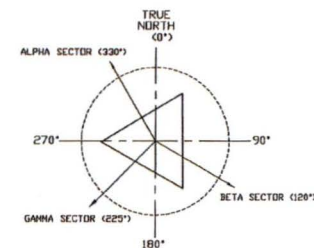
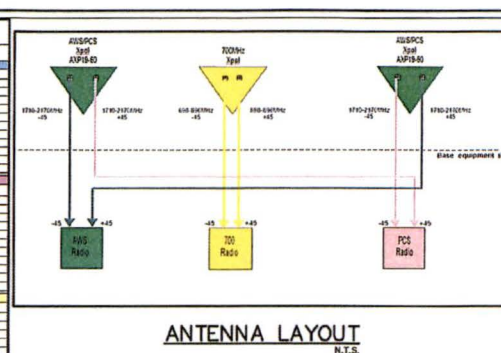
SECTOR	PROPOSED ANTENNA TYPE	# PER SECTOR	E. L.	MECH DOWN/FEET	AZ°	TMA°	(C) COAX CABLES	LENGTH
ALPHA	AXP19-80-2	1	120±	0'	330°	NO	(2) 1-5/8"	150±
ALPHA	CSS X7-665-4	1	120±	0'	330°	NO	(2) 1-5/8"	150±
ALPHA	AXP19-80-2	1	120±	0'	330°	NO	(2) 1-5/8"	150±
BETA	AXP19-80-2	1	120±	0'	120°	NO	(2) 1-5/8"	150±
BETA	CSS X7-665-4	1	120±	0'	120°	NO	(2) 1-5/8"	150±
BETA	AXP19-80-2	1	120±	0'	120°	NO	(2) 1-5/8"	150±
GAMMA	AXP19-80-2	1	120±	0'	225°	NO	(2) 1-5/8"	150±
GAMMA	CSS X7-665-4	1	120±	0'	225°	NO	(2) 1-5/8"	150±
GAMMA	AXP19-80-2	1	120±	0'	225°	NO	(2) 1-5/8"	150±

CONTRACTOR SHALL USE SURVEY INFORMATION TO ALIGN ORIENTATION OF ANTENNA SUPPORT STRUCTURE(S) WITH BEARINGS SHOWN IN DIAGRAM ABOVE.

ANTENNA AND COAX CABLE REQUIREMENTS

NOTE: ANTENNA MOUNT BRACKET TO BE BASED UPON EXISTING CONDITIONS OF TOWER AT PROPOSED ATTACHMENT HEIGHT. BRACKET TO BE VERIFIED TO BE WITHIN DESIGN CRITERIA OF STRUCTURAL ANALYSIS BY OTHERS. ALL DETAILS OF ATTACHMENT OF BRACKET TO TOWER AND ANTENNAS TO BRACKET TO BE OBTAINED FROM MANUFACTURER OF BRACKET. ANTENNA MOUNT BRACKET TO BE DETERMINED BY CONTRACTOR AT TIME OF BID.

- NOTES:**
1. REFER TO ANTENNA SCHEDULE FOR ADDITIONAL INFO.
 2. ADJUST ANTENNA MOUNTS AS REQUIRED TO ACHIEVE THE AZIMUTHS SPECIFIED AND LIMIT RF SHADOWING.
 3. CONTRACTOR TO FIELD VERIFY TOWER DIAMETER PRIOR TO ORDERING MOUNT.



ANTENNA ORIENTATION DIAGRAM
N.T.S.



4700 EXCHANGE CT., SUITE 100
BOCA RATON, FL 33431
(561) 995-5500

PROJECT INFORMATION:

CROWN CCCO
SITE No 68499
300 NE 2ND STREET
DEERFIELD BEACH, FL 33441
BROWARD COUNTY

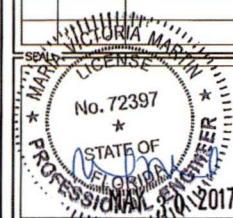
CURRENT ISSUE DATE:

MAY 2017

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV.	DATE	DESCRIPTION
1	10/1/80	Initial Design
2	10/15/80	Revised Design
3	11/1/80	Final Design



PLANS PREPARED BY:

Kimley»Horn

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FBPE CA0000486

PROJECT DATA:

DRAWN BY: CHK.: APV.:

ARS	ARS	MM

LICENSURE:

KEVIN K. MARASH	PE 71455
ARNOLDO A. ARTILES	PE 70645
MARIA V. MARTIN	PE 72389

SHEET TITLE:

TOWER ELEVATION AND ANTENNA DETAILS

SHEET NUMBER:

C-3

KHA Job #:

044047786

verizon

4700 EXCHANGE CT., SUITE 900
BOCA RATON, FL 33431
(561) 995-5500

PROJECT INFORMATION:

CROWN CCCO
SITE No 68499
300 NE 2ND STREET
DEERFIELD BEACH, FL 33441
BROWARD COUNTY

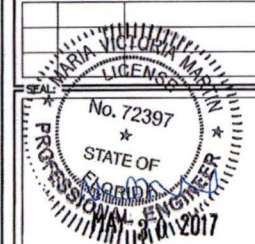
CURRENT ISSUE DATE:

MAY 2017

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV./DATE/DESCRIPTION:



PLANS PREPARED BY:

Kimley»Horn

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1920 HENRIETTA WAY
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
P/E: CA0000084

PROJECT DATA:

DRAWN BY: CHK.: APV.:
ARS ARS MVM

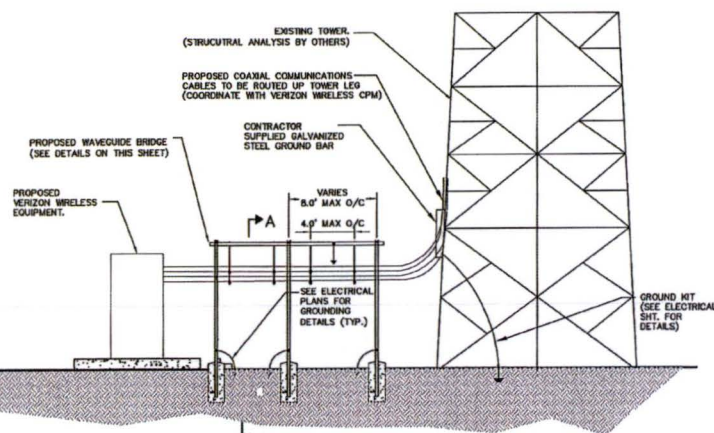
LICENSURE:
KEVIN K. MARSH PE 71455
ARNELO A. MILES PE 70849
MARIA V. MARTIN PE 72397

SHEET TITLE:
CONSTRUCTION
DETAILS

SHEET NUMBER:

C-4

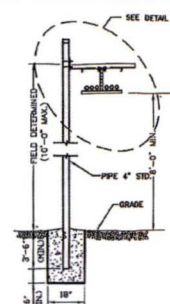
KHA Job #:
044047786



EQUIPMENT & GROUND CABLE SUPPORTS

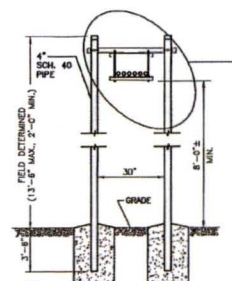
NTS

- NOTES:
1. CONTRACTOR TO COORDINATE EXACT LOCATION OF COAXIAL CABLE LADDER SUPPORT WITH VERIZON WIRELESS C.P.M.
 2. SOME EXISTING CONDITIONS NOT SHOWN FOR CLARITY.
 3. ALL PROPOSED AND EXISTING ATTACHMENTS TO TOWER BASED ON STRUCTURAL ANALYSIS BY OTHERS.



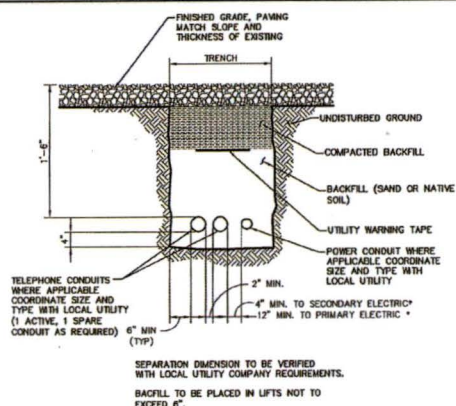
WAVEGUIDE BRIDGE SECTION A-A

NOTE: ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.



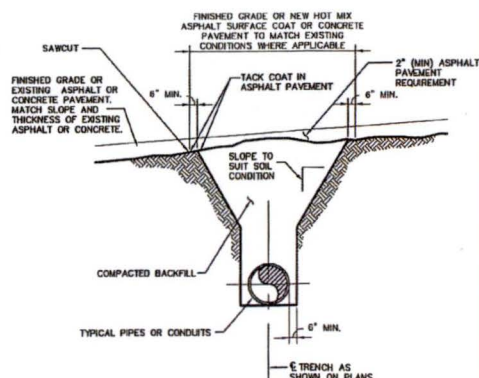
DOUBLE-POST WAVEGUIDE BRIDGE SECTION A-A

NOTE: ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.



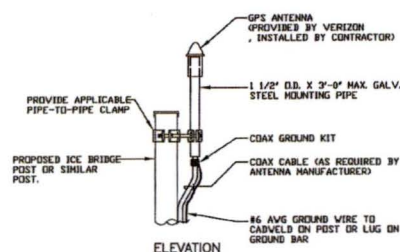
JOINT SERVICE TRENCH BURIED CONDUIT ELECT/ TELEPHONE

N.T.S.



TYPICAL TRENCH DETAIL

N.T.S.



GPS ANTENNA MOUNT

N.T.S.

- NOTES:
1. LOCATION OF ANTENNA MUST HAVE CLEAR VIEW OF SOUTHERN SKY AND CANNOT HAVE ANY BLOCKAGES EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA.

SCOPE OF WORK FURNISH ALL LABOR, MATERIALS, TOOLS, SUPPLIES, EQUIPMENT AND MACHINERY NECESSARY TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. MATERIALS OR WORK DESCRIBED IN WORDS WHICH HAVE A WELL KNOWN TECHNICAL TRADE MEANING SHALL BE HELD TO REFER TO THE RECOGNIZED STANDARD. ALL MATERIALS SHALL BE NEW, UNLESS OTHERWISE SPECIFIED.

CODES: ALL WORK PERFORMED AND MATERIALS USED SHALL MEET ALL REQUIREMENTS OF THE LATEST ADOPTED EDITION OF THE BUILDING CODE, STATE CODES, AND LOCAL CODES, ORDINANCES, AND REGULATIONS HAVING JURISDICTION.

THE CONTRACTOR SHALL SECURE AND PAY FOR THE BUILDING PERMIT AND ALL REQUIRED OTHER PERMITS AND FEES, LICENSES, AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.

THE EXISTING BUILDING INFORMATION SHOWN IS DIAGRAMMATIC AND BASED UPON THE BEST INFORMATION AVAILABLE AT THIS TIME. HOWEVER, MAY NOT REFLECT ALL FIELD CONDITIONS. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND THE COORDINATION OF THE WORK. ANY OMISSIONS OR CONFLICT IN THE WORKING DRAWINGS OR BETWEEN THE DRAWINGS AND EXISTING FIELD CONDITIONS WHICH MAY INTERFERE WITH THE PROPER EXECUTION AND COMPLETION OF THE DESCRIBED WORK SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER PRIOR TO PROCEEDING WITH THE WORK.

VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL VERIFY THE LOCATION AND SIZE OF ALL EXISTING COLLUMS WHICH ARE DIRECTLY BELOW THE NEW WORK. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT & ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS AND EXISTING FIELD CONDITIONS.

CUTTING & PATCHING: WHERE EXISTING ELEMENTS OF THE BUILDING ARE REQUIRED TO BE CUT, FIT, ALTERED OR REMOVED IN THE PROPER EXECUTION OF THIS WORK, THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO OTHER PORTIONS OF THE EXISTING BUILDING INCLUDING BUT NOT LIMITED TO THE SHORING, BRACING AND SUPPORT REQUIRED TO MAINTAIN STRUCTURAL INTEGRITY OF THE EXISTING BUILDING. UPON COMPLETION OF THE WORK, ALL EXISTING MATERIALS, SYSTEMS AND ASSEMBLIES SHALL BE REPLACED, REPAIRED, OR REFIT TO MATCH OR EXCEED THE FIT, FINISH AND PERFORMANCE OF PREVIOUS CONDITIONS. DO NOT PROCEED WITH WORK UNTIL UNSATISFACTORY CONDITIONS WHICH AFFECT SAFETY, STRUCTURAL INTEGRITY OR WATER-TIGHTNESS OF BUILDING ARE CORRECTED. SEE RELATED SECTIONS "PENETRATIONS THRU FIRE RESISTANT ASSEMBLIES" AND "PROTECTIONS".

PROTECTIONS: PROTECT WITH TEMPORARY BARRICADES, COVERINGS, OR OTHER PROTECTIONS TO PREVENT INJURY OR DAMAGE TO PERSONS OR PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY HIS OPERATIONS.

ALL WORK SHALL BE CONDUCTED IN A PROFESSIONAL, WORKMANLIKE MANNER SO THAT CURRENT BUILDING OPERATIONS ARE NOT INTERRUPTED. ANY REQUIRED SHUT-DOWN OF BUILDINGS SERVICES SHALL BE COORDINATED WITH THE OWNER AT LEAST 72 HOURS PRIOR TO SUCH OCCURRENCE.

PENETRATIONS THRU FIRE RATED ASSEMBLIES:

ALL PENETRATIONS THROUGH EXISTING FLOORS, WALLS AND ROOF SLABS FOR ELECTRICAL CONDUITS, PIPES, ETC. REQUIRED AS PART OF THIS WORK SHALL BE PATCHED WITH UL APPROVED FIRE STOPPING CAULKING AS MANUFACTURED BY 3M OR APPROVED ALTERNATE. SEE TYPICAL PENETRATION FIRESTOPPING DETAILS SHOWN IN PLANS. THE CONTRACTOR SHALL SUBMIT IDENTIFIED PRODUCT DATA INCLUDING MATERIAL SPECIFICATIONS AND UL CLASSIFIED FIRE TEST DATA FOR ANY DEVIATIONS FROM THE STANDARD DETAILS SHOWN IN THESE PLANS.

ALL WORK RELATED TO CUTTING AND PATCHING OF EXISTING ROOFING WHICH ARE REQUIRED FOR THE PROPER PERFORMANCE OF THE WORK SHALL BE PERFORMED BY A LICENSED ROOFING CONTRACTOR APPROVED AS A "CERTIFIED APPLICATION" BY THE ISSUER OF THE EXISTING ROOFING WARRANTY. ALL ROOFING SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE IRCA ROOFING AND WATERPROOFING MANUAL.

THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL PROVISIONS OF THE EXISTING ROOF WARRANTY TO INSURE THAT ANY AND ALL WARRANTIES REMAIN IN EFFECT FOR THEIR FULL WRITTEN DURATION. THE CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE ROOFING WARRANTY ISSUER HAS BEEN PROPERLY NOTIFIED OF THE PROPOSED WORK AND ALL PRE-CONSTRUCTION OR FOLLOW-UP INSTRUCTIONS REQUIRED BY THE WARRANTY ISSUER HAVE BEEN MADE.

THE CONTRACTOR SHALL PROVIDE ADEQUATE WEATHER PROTECTION DURING DEMOLITION, AND CUTTING OR PATCHING OF THE ROOF. DO NOT PERFORM ANY ROOFING UNDER CONDITIONS OF INCLEMENT WEATHER. DO NOT EXPOSE MATERIALS VULNERABLE TO WATER OR SUN DAMAGE IN QUANTITIES GREATER THAN CAN BE WEATHERPROOFED THE SAME DAY.

PATCHING OF EXISTING ROOFING SHALL EXTEND 36" BEYOND AREA AFFECTED BY THE NEW WORK TO INSURE ADEQUATE WATER-TIGHT INTERFACE W/ EXISTING ROOFING. REPLACE EXISTING INSULATION WITH NEW INSULATION TO MATCH EXISTING IN TYPE, THICKNESS AND SLOPE. ALL NEW MATERIALS SHALL BE COMPATIBLE WITH EXISTING ROOFING AND SHALL BE OF SIMILAR ROOF SYSTEM TYPE.

THE CONTRACTOR SHALL COORDINATE W/ THE OWNER FOR INSTALLATION OF EQUIPMENT BY OTHERS. WORK SHOWN IN THESE PLANS SHALL NOT COMMENCE UNTIL COMPLETE EQUIPMENT SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO, DIMENSIONS, WEIGHTS, MOUNTING DETAILS, SERVICE CONNECTIONS, CLEARANCES, ETC. ARE SUBMITTED TO AND APPROVED BY THE ARCHITECT & ENGINEER.

EXTERIOR PAINTING:

PAINTING SHALL INCLUDE ALL ANTENNAS, SUPPORTS, CABLES, FITTINGS, ETC. WHICH EXTEND ABOVE THE LINE OF EXISTING PARAPETS. PAINT ALL VISIBLE SURFACES OF ITEMS REQUIRED TO BE PAINTED. ALL PRODUCTS SHALL BE MANUFACTURED BY "SHERWIN WILLIAMS" OR APPROVED ALTERNATE.

PAINTING SHALL INCLUDE ALL ANTENNAS, SUPPORTS, CABLES, FITTINGS, ETC. WHICH EXTEND ABOVE THE LINE OF EXISTING PARAPETS. PAINT ALL VISIBLE SURFACES OF ITEMS REQUIRED TO BE PAINTED. ALL PRODUCTS SHALL BE MANUFACTURED BY "SHERWIN WILLIAMS" OR APPROVED ALTERNATE.

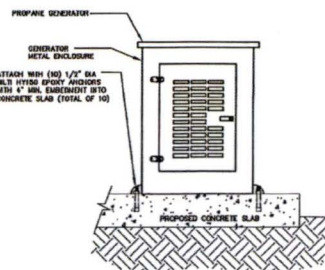
GALVANIZED METAL: 1 COAT OIL ALKYL PRIMER FOR GALVANIZED METAL "SV GALVITE 800V3" 2 COATS GLOSS ALKYL INDUSTRIAL ENAMEL "SV INDUSTRIAL ENAMEL 854V101"

FIBERGLASS ANTENNAS: 2 COATS "SV 81N EXTERIOR LATEX ENAMEL" PAINT MUST BE LEAD FREE.

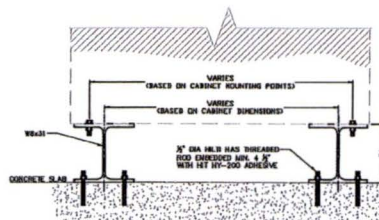
EXISTING POST TENSIONED SLABS:

PRIOR TO DRILLING, SAWING, OR CUTTING THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ANY SLAB POST TENSIONING DUCTS AND TENDONS. THE CONTRACTOR SHALL PROVIDE AS PART OF HIS WORKING AND INVESTIGATION REQUIRED FOR PROPERLY LOCATING EXISTING POST TENSIONING DUCTS & TENDONS. ALL TESTING AND INVESTIGATION SHALL BE PERFORMED BY AN APPROVED & LICENSED INDEPENDENT TESTING LABORATORY. THE LOCATION OF ALL CORE DRILLING, ANCHERING, SHALL BE SHIFTED AS REQUIRED TO AVOID EXISTING POST TENSION DUCTS.

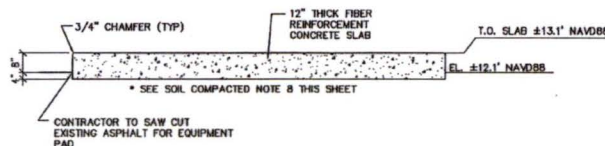
GENERAL NOTES & SPECIFICATIONS



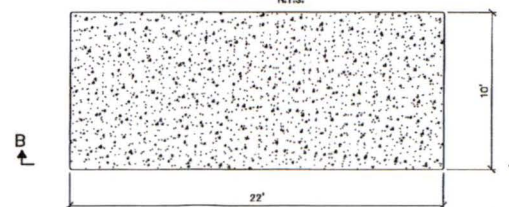
GENERATOR ANCHOR DETAIL
N.T.S.



CABINET CONNECTION DETAIL
N.T.S.



SECTION B-B
N.T.S.



RADIO EQUIPMENT SUPPORT PAD
N.T.S.

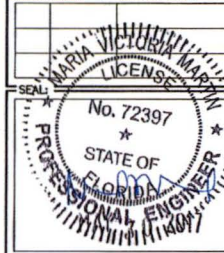
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PROJECT INFORMATION:
CROWN CCCO
SITE No 68499
DEERFIELD BEACH, FL 33441
BROWARD COUNTY

CURRENT ISSUE DATE:
MAY 2017

ISSUED FOR:
CONSTRUCTION DRAWINGS

REV.-DATE-DESCRIPTION:



PLANS PREPARED BY:
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SHEET TITLE:
GENERAL NOTES & SPECIFICATIONS AND DETAILS

SHEET NUMBER:
C-5

KHA Job #:
044047786

Drawing name: C:\Users\jmc\OneDrive\Documents\044047786.dwg 04/17/2017 11:05am 10/1/2017 11:05am
Title: LP-GAS CONTAINERS, OR SYSTEMS OF WHICH THEY ARE A PART, SHALL NOT BE LOCATED WITHIN 5 FT OF A VERTICAL PLANE BEHIND OVERHEAD ELECTRICAL LINES THAT ARE OVER 600 VOLTS, NOMINAL.

GENERAL NOTES:

- 1) CONTRACTOR SHALL VISIT THE SITE, OBSERVE ACTUAL CONDITIONS AND NOTIFY KHA ENGINEER OF ANY DEVIATIONS FROM NFPA 58 CODE COMPLIANCE BEFORE COMMENCING ANY WORK.
- 2) CONTAINERS SHALL BE DESIGNED, FABRICATED, TESTED, AND MARKED (OR STAMPED) IN ACCORDANCE WITH THE REGULATIONS OF THE U.S. DEPARTMENT OF TRANSPORTATION (DOT), THE ASME BOILER AND PRESSURE VESSEL CODE, SECTION VIII, "RULES FOR THE CONSTRUCTION OF UNFIRE PRESSURE VESSELS", OR THE API-ASME CODE FOR UNFIRE PRESSURE VESSELS FOR PETROLEUM LIQUIDS AND GASES, EXCEPT FOR UG-125 THROUGH UG-136.
- 3) THE LOCATION AND INSTALLATION OF LP-GAS SYSTEMS SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, FBC 2004, THE ADOPTED EDITION OF THE NATIONAL FIRE PROTECTION ASSOCIATION, NFPA 58 LIQUEFIED PETROLEUM GAS CODE AND OTHER NATIONAL STANDARDS OR REGULATIONS APPLICABLE TO THE INSTALLATION LOCATION.
- 4) LP-GAS CONTAINERS INSTALLED OUTSIDE OF BUILDINGS, WHETHER OF THE PORTABLE TYPE REPLACED ON A CYLINDER EXCHANGE BASIS OR PERMANENTLY INSTALLED AND REFILLED AT THE INSTALLATION, SHALL BE LOCATED WITH RESPECT TO THE ADJACENT CONTAINERS, IMPORTANT BUILDING, GROUP OF BUILDINGS, OR LINE OF ADJOINING PROPERTY THAT CAN BE BUILT UPON, IN ACCORDANCE WITH TABLES A, B AND C.
- 5) INSTALLATION OF LP-GAS CONTAINERS SHALL BE IN ACCORDANCE WITH, BUT NOT LIMITED TO, THE FOLLOWING SEPARATION DISTANCE REQUIREMENTS:
 - A. AT A CONSUMER SITE, IF THE AGGREGATE WATER CAPACITY OF A MULTICONTAINER INSTALLATION COMPRISED OF INDIVIDUAL CONTAINERS HAVING A WATER CAPACITY OF LESS THAN 125 GAL (0.5 M3) IS 501 GAL (1.9 M3) OR MORE, THE MINIMUM DISTANCE SHALL COMPLY WITH THE APPROPRIATE PORTION OF TABLE A, APPLYING THE AGGREGATE CAPACITY RATHER THAN THE CAPACITY PER CONTAINER. IF MORE THAN ONE SUCH INSTALLATION IS MADE, EACH INSTALLATION SHALL BE SEPARATED FROM ANY OTHER INSTALLATION BY AT LEAST 25 FT (7.6M).
 - B. CYLINDERS INSTALLED ALONGSIDE OF BUILDINGS SHALL BE LOCATED AND INSTALLED SO THAT THE DISCHARGE FROM THE CYLINDER PRESSURE RELIEF DEVICE IS AT LEAST 3 FT (1M) HORIZONTALLY AWAY FROM ANY BUILDING OPENING THAT IS BELOW THE LEVEL OF SUCH DISCHARGE. THE DISCHARGE FROM CYLINDER PRESSURE RELIEF DEVICES SHALL BE LOCATED NOT LESS THAN 5 FT (1.5 M) IN ANY DIRECTION AWAY FROM ANY EXTERIOR SOURCE OF IGNITION, OPENINGS INTO DIRECT-VENT (SEALED COMBUSTION SYSTEM) APPLIANCES, OR MECHANICAL VENTILATION AIR INTAKES.
 - C. CYLINDERS SHALL NOT BE LOCATED AND INSTALLED UNDERNEATH ANY BUILDING UNLESS THE SPACE IS OPEN TO THE ATMOSPHERE FOR 50 PERCENT OF ITS PERIMETER OR MORE.
 - D. THE DISTANCE MEASURED HORIZONTALLY FROM THE POINT OF DISCHARGE OF A CONTAINER PRESSURE RELIEF VALVE TO ANY BUILDING OPENING BELOW THE LEVEL OF SUCH DISCHARGE SHALL BE IN ACCORDANCE WITH TABLE B.
 - E. THE DISTANCE FROM ANY OF THE FOLLOWING, MEASURED IN ANY DIRECTION, SHALL BE IN ACCORDANCE WITH TABLE B.
 - a) FROM THE POINT OF DISCHARGE OF A CONTAINER PRESSURE RELIEF VALVE
 - b) THE VENT OF A FIXED MAXIMUM LIQUID LEVEL GAUGE ON A CONTAINER
 - c) THE INSTALLED LOCATION OF THE FILLING CONNECTION OF A CONTAINER TO ANY OF THE FOLLOWING:
 - EXTERIOR SOURCE OF IGNITION
 - OPENINGS INTO DIRECT-VENT (SEALED COMBUSTION SYSTEM) APPLIANCES
 - MECHANICAL VENTILATION AIR INTAKES
- 6) SEPARATION DISTANCES OF LP-GAS CONTAINERS AND HYDROGEN CONTAINERS SHALL NOT BE LESS THAN 50 FT.
- 7) LOOSE OR FLEED COMBUSTIBLE MATERIAL AND WEEDS AND LONG DRY GRASS SHALL BE SEPARATED FROM CONTAINERS BY A MINIMUM OF 10 FT.
- 8) THE AREA UNDER CONTAINERS SHALL BE GRADED OR SHALL HAVE DIKES OR CURBS INSTALLED SO THAT THE FLOW OR ACCUMULATION OF FLAMMABLE LIQUIDS WITH FLASH POINTS BELOW 200 F IS PREVENTED.
- 9) LP-GAS CONTAINERS SHALL BE LOCATED AT LEAST 10 FT FROM THE CENTERLINE OF THE WALL OF DIKED AREAS CONTAINING FLAMMABLE OR COMBUSTIBLE LIQUIDS.
- 10) ABOVE GROUND LP-GAS CONTAINERS, OR SYSTEMS OF WHICH THEY ARE A PART, SHALL NOT BE LOCATED WITHIN 5 FT OF A VERTICAL PLANE BEHIND OVERHEAD ELECTRICAL LINES THAT ARE OVER 600 VOLTS, NOMINAL.
- 11) LP-GAS CONTAINERS, OR SYSTEMS OF WHICH THEY ARE A PART, SHALL BE PROTECTED FROM DAMAGE FROM VEHICLES.

TABLE A SEPARATION DISTANCES BETWEEN CONTAINERS, IMPORTANT BUILDINGS, AND OTHER PROPERTIES

WATER CAPACITY PER CONTAINER	MINIMUM DISTANCES	
	ABOVEGROUND CONTAINERS ^a	BETWEEN CONTAINERS ^c
GAL.	FT.	FT.
<125 ^d	0*	0
125-250	10	0
251-500	10	3
501-2000	25 ^f	3

^a SEE NFPA 58, SECTION 6.3.4

^b SEE NFPA 58, SECTION 6.3.12

^c SEE NFPA 58, SECTION 6.3.11

^d SEE NFPA 58, SECTION 6.3.9

^e SEE NFPA 58, SECTION 6.3.7, 6.3.8, AND 6.3.9

^f SEE NFPA 58, SECTION 6.3.3

TABLE B SEPARATION DISTANCE BETWEEN CONTAINER PRESSURE RELIEF VALVE AND BUILDING OPENINGS

CONTAINER TYPE	DISTANCE HORIZONTALLY FROM RELIEF VALVE DISCHARGE TO OPENING BELOW DISCHARGE	DISCHARGE FROM RELIEF VALVE, VENT DISCHARGE, AND FILLING CONNECTION TO EXTERIOR SOURCE OF IGNITION, OPENINGS INTO DIRECT-VENT APPLIANCES, MECHANICAL VENTILATION AIR INTAKES
		FT.
CYLINDER, EXCHANGE	3	5
CYLINDER, FILLED ON SITE	3	10
ASME, FILLED ON SITE	5	10

TABLE C MAXIMUM NUMBER OF CONTAINERS IN A GROUP AND THEIR SEPARATION DISTANCES

FIRE PROTECTION PROVIDED BY	MAXIMUM NUMBER OF CONTAINERS IN ONE GROUP	MINIMUM SEPARATION BETWEEN GROUPS
		FT.
HOSE STREAMS ONLY (SEE NFPA 58, SECTIONS 6.4.2 AND 6.25.3.1)	6	50
INSULATION PER NFPA 58, SECTION 6.25.5.1	9	25

THE LOCATION AND INSTALLATION OF LP-GAS SYSTEMS SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, FBC 2004, THE ADOPTED EDITION OF THE NATIONAL FIRE PROTECTION ASSOCIATION, NFPA 58 LIQUEFIED PETROLEUM GAS CODE AND OTHER NATIONAL STANDARDS OR REGULATIONS APPLICABLE TO THE INSTALLATION LOCATION.

verizon

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CURRENT ISSUE DATE:

MAY 2017

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV. DATE DESCRIPTION:

MARIA VICTORIA MARTIN
LICENSE
No. 72397

STATE OF
FLORIDA
PROFESSIONAL ENGINEER
MAY 30 2017

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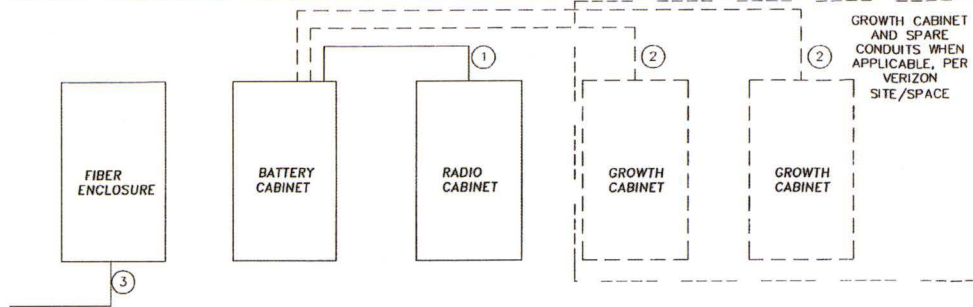
LP TANK
GENERAL NOTES

SHEET NUMBER:

C-7

KHA Job #:

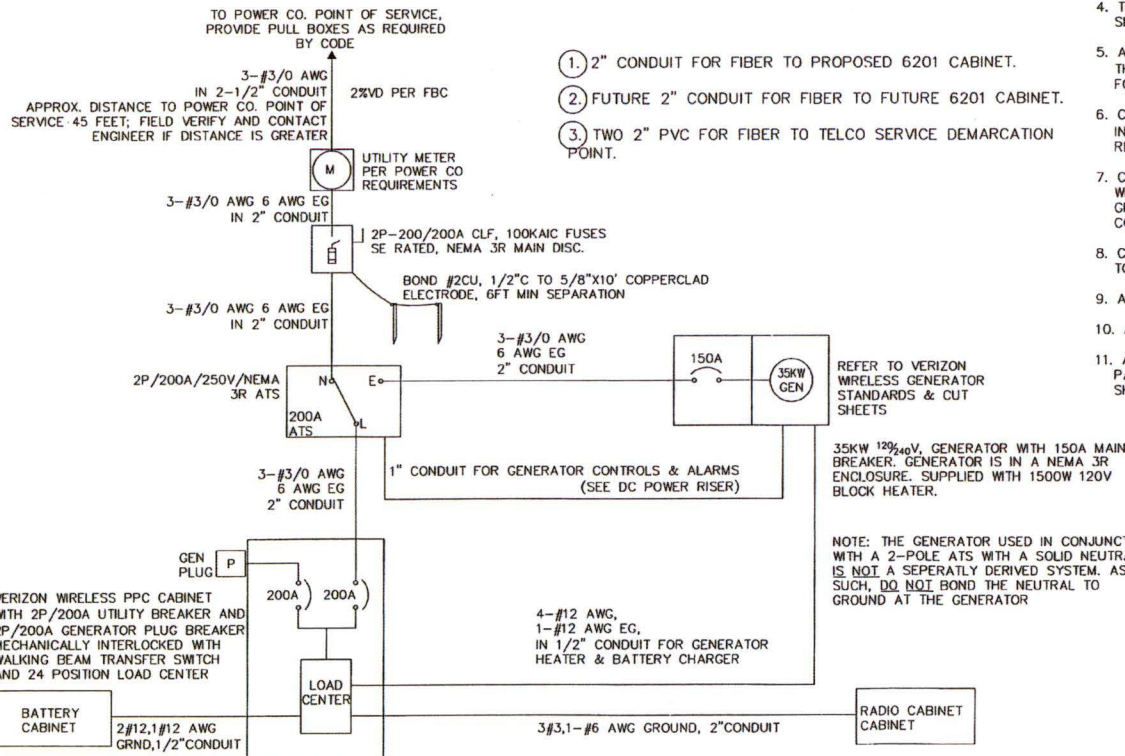
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FIBER RISER DIAGRAM

FIBER RISER NOTES

- ① 2" CONDUIT FOR FIBER TO PROPOSED 6201 CABINET.
- ② FUTURE 2" CONDUIT FOR FIBER TO FUTURE 6201 CABINET.
- ③ TWO 2" PVC FOR FIBER TO TELCO SERVICE DEMARCATION POINT.



ONE LINE DIAGRAM

POWER NOTES AND SPECIFICATIONS:

1. ALL ELECTRICAL WORK SHALL COMPLY WITH NEC, FBC, STATE, AND LOCAL CODES - LATEST EDITIONS.
2. CONTRACTOR SHALL OBTAIN ANY ADDITIONAL TOWER OWNER/CARRIER DOCUMENTS AND DRAWINGS AND REVIEW FOR ADDITIONAL DETAILS AND REQUIREMENTS THAT MAY NOT BE SHOWN IN THESE DRAWINGS. CONTRACTOR SHALL COMPLY WITH ANY ADDITIONAL TOWER OWNER/CARRIER SPECIFICATIONS AND REQUIREMENTS THAT MAY BE ADDRESSED IN OTHER DOCUMENTS AND DRAWINGS.
3. PRIOR TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE UTILITY SERVICE POINT. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE AVAILABLE FAULT CURRENT. IN NO CASE SHALL THE FAULT CURRENT INTERRUPTING RATING BE LESS THAN 22,000 AMPS.
4. THE GROUNDED SERVICE CONDUCTOR (NEUTRAL CONDUCTOR) SHALL BE GROUNDED AT THE SERVICE DISCONNECT ONLY.
5. ALL POWER CIRCUITS SHALL USE COPPER CONDUCTORS WITH THHN/THWN INSULATION. ALL TERMINATIONS SHALL BE RATED FOR 75 DEGREES C - NO HIGHER RATING ALLOWED.
6. CONTRACTOR SHALL PROVIDE GROUND FAULT CIRCUIT INTERRUPTER (GFCI) TYPE RECEPTACLES FOR ALL UTILITY RECEPTACLES.
7. CONTRACTOR SHALL ENSURE ALL NEUTRAL CONDUCTORS HAVE WHITE INSULATION AND EQUIPMENT GROUND CONDUCTORS HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT ALLOWED.
8. CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC TO ENSURE NO MORE THAN FOUR 90° BENDS ARE INSTALLED.
9. ALL ABOVE GRADE CONDUIT SHALL BE IMC OR ALUMINUM.
10. ALL BELOW GRADE CONDUIT SHALL BE SCHEDULE 80 PVC.
11. ALL ELECTRICAL EQUIPMENT LIKE DISCONNECTS, ATS SWITCH, PANELS, CONTROL CABINETS, TERMINAL BOXES, AND THE LIKE SHALL BEAR AN ARC FLASH LABEL PER NEC.

1. ALL OVERHEAD CONDUITS SHALL BE IMC, GALVANIZED, OR ALUMINUM, AND SHALL BE SUPPORTED FROM UNDERSIDE OF ROOF STRUCTURE WITH 2" UNISTRUT.
2. ALL UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC.

240V LOAD CALCULATION

TOTAL LOAD	AMPS
PROPOSED VERIZON WIRELESS	112
TOTAL VERIZON WIRELESS LOAD	112

VERIZON SERVICE PROVIDED: 1C/6, 3/0 CU, 200A
SERVICE PROVIDED IS BELOW 2% VOLTAGE DROP
BRANCH CIRCUITS ARE BELOW 3% VOLTAGE DROP



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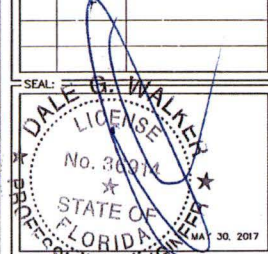
CURRENT ISSUE DATE:

MAY 2017

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV. DATE DESCRIPTION



PLANS PREPARED BY:



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SHEET TITLE:

ONE LINE DIAGRAM
FIBER RISER

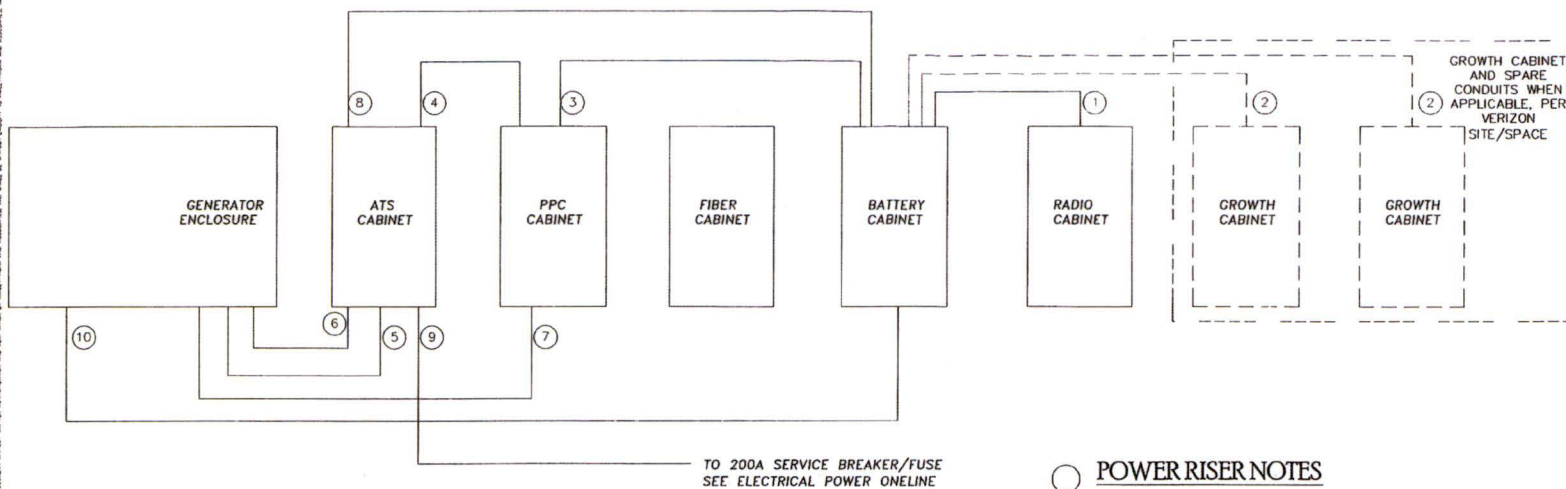
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E-2

KHA Job #:

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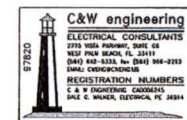


DC POWER RISER DIAGRAM

- 1. ALL OVERHEAD CONDUITS SHALL BE IMC OR ALUMINUM, AND SHALL BE SUPPORTED FROM UNDERSIDE OF ROOF STRUCTURE WITH 2" UNISTRUT.
- 2. ALL UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC.

- 1. 2" CONDUIT FOR 48V DC POWER. CONTRACTOR TO INSTALL 2 #6 (MINIMUM) FOR 48V DC POWER. INSTALL ALARM CABLES PER VERIZON WIRELESS REQUIREMENTS.
- 2. FUTURE 2" CONDUIT FOR FUTURE 48V DC AND ALARM CABLES.(WHERE APPLICABLE)
- 3. AC POWER , SEE ELECTRICAL ONELINE & PANEL PP1 SCHEDULE
- 4. AC POWER , SEE ELECTRICAL ONELINE & PANEL PP1 SCHEDULE.
- 5. AC POWER , SEE ELECTRICAL ONELINE & PANEL PP1 SCHEDULE.
- 6. 3/4" PVC FOR GENERATOR START/STOP CONDUCTORS AND ALARM CABLES. CONTRACTOR TO INSTALL 2 #12 FOR START/STOP AND ALARM CABLES PER VERIZON WIRELESS REQUIREMENTS.
- 7. AC POWER , SEE ELECTRICAL ONELINE & PANEL PP1 SCHEDULE.
- 8. AC POWER , SEE ELECTRICAL ONELINE & PANEL PP1 SCHEDULE.
- 9. 3/4" CONDUIT FOR ALARM CABLES.
- 10. 3/4" PVC CONDUIT FOR ALARM CABLES.

POWER RISER NOTES



verizon
4700 EXCHANGE CT., SUITE 100
BOCA RATON, FL 33433
(561) 995-5500

PROJECT INFORMATION:
CROWN CCCO
SITE No 68499
300 NE 2ND STREET
DEERFIELD BEACH, FL 33441
BROWARD COUNTY

CURRENT ISSUE DATE:
MAY 2017

ISSUED FOR:
CONSTRUCTION DRAWINGS

REV.: DATE: DESCRIPTION:

SEAL: **DALE G. WALSH**
No. 36914
STATE OF FLORIDA
PROFESSIONAL ENGINEER
MAY 30, 2017

PLANS PREPARED BY:
Kimley»Horn
© 2016 KIMLEY-HORN AND ASSOCIATES, INC.
19203 MEYHUA WAY
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FIRM# CADD000096

PROJECT DATA:

DRAWN BY: CHK. APV.
AOD JLR DCW

LICENSURE:
KEVIN K. MARATH PE 71455
ARNESTO A. ARTELES PE 70645
MARIA V. MARTIN PE 72307

SHEET TITLE:
DC
FIBER RISER

SHEET NUMBER:
E-3

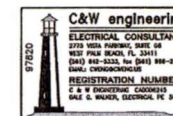
KHA Job #:
044047786



- ① EQUIPMENT GROUND RING, APPROXIMATELY 18" BEYOND SLAB.
- ② BOND TO ALL ICE BRIDGE LEGS.
- ③ BOND TO TOWER GROUND RING, TYPICAL OF TWO.
- ④ BOND TO POWER CO. METER ENCLOSURE.
- ⑤ BOND TO SERVICE DISCONNECT SWITCH.
- ⑥ BOND TO EACH METAL FENCE POST WITHIN 6' OF GROUND RING.
- ⑦ BOND TO EQUIPMENT GROUND BAR MOUNTED ON ICE BRIDGE, TYPICAL OF TWO.
- ⑧ BOND TO H FRAME PIPE, TYPICAL OF EACH PIPE.
- ⑨ BOND TO ELECTRICAL SERVICE GROUND ROD.
- ⑩ BOND TO EQUIPMENT ENCLOSURE (TYPICAL).

- ### LEGEND

- RS.  PROPOSED GROUND ROD TEST WELL
OF 2.  PROPOSED GROUND ROD
  PROPOSED EXOTHERMIC WELD
  PROPOSED GROUND BUSS BAR
— — — — — PROPOSED GROUNDING SYSTEM



1. THE GROUND RIG SHALL CONSIST OF 2 AWG SOLID TINNED COPPER CONDUCTOR, UNLESS NOTED OTHERWISE, BURIED AT 30" BELOW FINISHED GRADE AND 18 INCHES OUTSIDE OF EQUIPMENT PAD.
2. ALL GROUNDING CONNECTIONS SHALL BE MADE USING AN EXOTHERMIC WELD, UNLESS NOTED OTHERWISE. EXCEPT FOR EQUIPMENT CONNECTIONS WHICH SHALL BE MECHANICALLY FASTENED. CLEAN ALL SURFACES PRIOR TO CONNECTION. SPRAY EXOTHERMICALLY WELDED CONNECTIONS WITH ANTI-OXIDATION PAINT.
3. ALL GROUNDING DEVICES SHALL BE UL APPROVED OR LISTED FOR THEIR INTENDED USE.
4. ROUTE ALL GROUND CONDUCTORS ALONG THE SHORTEST ROUTE AND AVOID SHARP BENDS. THE BEND RADIUS SHALL NOT BE LESS THAN 12".
5. ALL GROUND RODS SHALL BE A MINIMUM OF 10 FEET LONG, COPPER CLAD STEEL (302 OR 304), 3/4" DIAMETER. GROUND ROD SPACING AS SHOWN.
6. PRIOR TO INSTALLING LUGS ON GROUND CONDUCTORS OR BOLTING GROUND LUGS, APPLY THOMAS & BETTS KOPR-SHIELD OR EQUIVALENT.
7. SPLIT BOLTS SHALL NOT BE USED.
8. ENSURE THAT NO CONTINUOUS METAL RING SURROUNDS A GROUNDING CONDUCTOR. USE PVC SUPPORT CLAMPS. ENSURE ANY GROUNDING CONDUCTORS RUN THROUGH METAL CONDUIT IS BONDED TO THE CONDUIT AT BOTH ENDS.
9. ANY METAL OBJECT WITHIN 6' OF THE GROUND RING SHALL BE BONDED DIRECTLY TO THE RING.
10. ALL GROUNDING COMPONENTS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
11. ALL GROUNDING/BONDING CONDUCTORS RUN FROM ABOVE GRADE TO THE GROUND RING SHALL BE INSTALLED IN 1/2" PVC CONDUIT FROM 1 FOOT ABOVE GRADE AND SEALED WITH A SILICONE SEALANT.
12. CONTRACTOR SHALL NOTIFY THE TOWER OWNER/CARRIER CONSTRUCTION MANAGERS TO ALLOW THE CONSTRUCTION MANAGERS TO INSPECT THE GROUNDING SYSTEM PRIOR TO BACKFILLING.
13. ALL BONDING JUMPERS SHALL BE SOLID #2 COPPER.
14. GROUND SYSTEM SHALL BE TESTED AND SHALL HAVE A RESISTANCE OF 5 OHMS OR LESS. IF RESISTANCE VALUE IS EXCEEDED, NOTIFY VERIZON WIRELESS FOR FURTHER INSTRUCTIONS. SUBMIT A COPY OF THE TEST REPORT TO VERIZON WIRELESS.

Prepared by:

Matthew J. Traiser, Esq.
8805 Tamiami Trail North
Suite 212
Naples, Florida 34108

Return to:

Crown Castle
Site BUN: 840773
6430 Congress Avenue
Suite 200
Boca Raton, Florida 33434

Parcel Number 4743 31 01 0310

Cross Reference To:

Book 46568, Page 1453

STATE OF FLORIDA)

COUNTY OF BROWARD)

MEMORANDUM OF SECOND AMENDMENT TO TOWER LICENSE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO TOWER LICENSE AGREEMENT ("Memorandum") is made effective as of the latter signature below (hereinafter "Effective Date") by and between THE CITY OF DEERFIELD BEACH, a municipal corporation with an address of 150 NE 2nd Avenue, Deerfield Beach, Florida 33441 (hereinafter "City") and NCWPCS MPL 25 – Year Sites Tower Holdings LLC, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter "Licensee") by CCATT LLC, its Attorney in Fact ("CCATT"), having a place of business at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, City is the owner of that land and property located at 300 NE 2nd Street (Tax Parcel #4743 31 01 0310), Deerfield Beach, Broward County, State of Florida as further described on the attached Exhibit A (hereinafter "Owners Property"); and

WHEREAS, City and New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter "New Cingular"), entered into a Tower License Agreement dated August 18, 2009 (as assigned, the "Original Agreement"), as amended by that First Amendment to Tower License Agreement dated August 19, 2015 (hereinafter "First Amendment"), and collectively with the Original Agreement, hereinafter referred to as the "Agreement"), whereby City licensed to New Cingular a portion of the Owners Property comprised of a total of 1,868 square feet and further described and depicted on the attached Exhibit B (hereinafter the "Licensed Property"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement, notice of which is provided by that certain Memorandum of Lease (hereinafter "Memorandum"), recorded in Book 46568, Page 1453 in the Official Records, Broward County, Florida; and

Site Name: CCCO
BU: 840773
Fixed Asset #: 10023632
Memorandum of Second Amendment

WHEREAS, New Cingular assigned all right, title and interest in and to the Original Agreement to Licensee pursuant to AT&T Internal Transfers Agreement dated December 13, 2016; and

WHEREAS, pursuant to that Second Amendment to Tower License Agreement of even date herewith (hereinafter "Second Amendment"), City and Licensee have agreed to modify, amend, and alter certain terms and conditions of the Agreement, and grant to licensee the right to use certain additional portions of the Owners Property, all as more particularly set forth therein, and the parties desire to make this Memorandum to provide record notice of Licensee's rights under and pursuant to the Agreement, as amended.

NOW THEREFORE, the parties agree and acknowledge as follows.

1. The description of the Owners Property is set forth on the attached Exhibit A. The area of the Licensed Property licensed to Licensee pursuant to the Agreement, as amended by the Second Amendment, is as set forth on the attached Exhibit B, together with non-exclusive easements for ingress, egress, access and utilities over, across, under and through those portions of the Owners Property set forth and described on the attached Exhibit C.
2. Nothing in the Second Amendment nor in this Memorandum shall operate to amend, modify or alter the terms of the Agreement, other than as specifically set forth in the Second Amendment.
3. The purpose of this Memorandum is to set forth the description of the amended Licensed Property, the access and utility easements granted pursuant to the Agreement and to give record notice of the Agreement and of the rights created thereby, all of which are hereby confirmed. As amended and modified by the Second Amendment, the parties hereby restate and reaffirm the terms, conditions and agreements between the parties set forth in the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the date set forth below.

CITY: City of Deerfield Beach, a municipal corporation

LaTasha L. Flintroy
Witness Print Name: LaTasha L. Flintroy

Amy R. Smith
Witness Print Name: Amy R. Smith

By: Burgess J. Hanson
Name: Burgess Hanson
Its: City Manager
Date: 9/27/17

STATE OF FLORIDA)
COUNTY OF BROWARD)

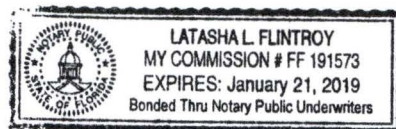
The foregoing instrument was acknowledged before me this 27th day of SEPTEMBER, 2017 by BURGESS HANSON, the CITY MANAGER of THE CITY OF DEERFIELD BEACH, a municipal corporation. Such person is personally known to me or has produced _____ as identification.

My Commission Number: FF191573

LaTasha L. Flintroy
Notary Public

My Commission Expires: 21 JAN 2019

LaTasha L. Flintroy
Printed Name



LICENSEE:
NCWPCS MPL 25 - Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited
liability company, its Attorney in Fact

J. Leigh Bennett
By: J. Leigh Bennett
Its: Real Estate Manager

Date: 9/5/17

Myles Shepherd
Witness
Print Name: Myles Shepherd
Kiera Harvey
Witness
Print Name: Kiera Harvey

STATE OF Georgia)
)
Guinnett COUNTY)

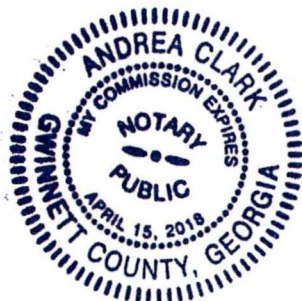
The foregoing instrument was acknowledged before me this 5 day of September,
2017 by Leigh Bennett the Real Estate Manager of
CCATT, LLC, a Delaware limited liability company, the Attorney in Fact for NCWPCS MPL 25 - Year Sites
Tower Holdings LLC, a Delaware limited liability company. He/She is personally known to me or has
produced _____ as identification.

My Commission Number: _____

Andrea Clark
Notary Public

My Commission Expires: April 15, 2018

Andrea Clark
Printed Name



Site Name: CCCO
BU: 840773
Fixed Asset #: 10023632
Memorandum of Second Amendment

**EXHIBIT A
OWNERS PROPERTY**

PARENT PARCEL
(BROWARD COUNTY PROPERTY APPRAISER)

DEERFIELD DEV & LAND CO SUB 2-100 PB LOTS 1 THRU 14 & W 10 OF NE 4 AVE ABUTTING ALL LOTS & LOTS 15 THRU 23 WITH VAC ALLEYS ADJ BLK 6, TOG WITH LOTS 1 THRU 7 & W 10 OF NE AVE ABUTTING ALL LOTS & WITH E 1/2 OF PT OF VAC ALLEY W OF & ADJ TO LOTS 5 THRU 7 BLK 11, TOG WITH A POR OF VAC NE 1 ST BET LOTS 14 OF BLK 6 & LOT 1 OF BLK 11.

Site Name: CCCO
BU: 840773
Fixed Asset #: 10023632
Memorandum of Second Amendment

EXHIBIT B
LICENSED PROPERTY AND ADDITIONAL LICENSED PROPERTY

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET; THENCE NORTH 88°56'37" EAST FOR 12.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°56'37" EAST FOR 1.30 FEET; THENCE NORTH 01°03'23" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET; THENCE NORTH 88°56'37" EAST FOR 27.65 FEET; THENCE SOUTH 00°36'03" EAST FOR 29.82 FEET; THENCE SOUTH 88°56'37" WEST FOR 28.71 FEET; THENCE NORTH 01°03'23" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 2.34 FEET TO SAID POINT OF BEGINNING.

CONTAINING 824 SQUARE FEET (0.019 ACRES), MORE OR LESS.

TOGETHER WITH:

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 01°24'00" WEST ALONG THE WESTERLY EXTERIOR FACE OF SAID BUILDING FOR 8.04 FEET TO AN INTERSECTION WITH THE EASTERLY PROJECTION OF THE SOUTHERLY INTERIOR FACE OF A CONCRETE WALL ENCLOSURE AND THE POINT OF BEGINNING; THENCE SOUTH 89°02'20" WEST ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTHERLY INTERIOR FACE FOR 23.30 FEET TO THE SOUTHWESTERLY INTERIOR CORNER OF SAID CONCRETE WALL ENCLOSURE; THENCE NORTH 00°39'27" WEST ALONG THE WESTERLY INTERIOR FACE OF SAID CONCRETE WALL ENCLOSURE FOR 45.34 FEET TO THE NORTHWESTERLY INTERIOR CORNER OF SAID CONCRETE WALL ENCLOSURE FOR 22.71 FEET TO AN INTERSECTION WITH SAID WESTERLY EXTERIOR FACE; THENCE SOUTH 01°24'00" EAST ALONG SAID WESTERLY EXTERIOR FACE FOR 45.41 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,044 SQUARE FEET (0.024 ACRES), MORE OR LESS.

Site Name: CCCO
BU: 840773
Fixed Asset #: 10023632
Memorandum of Second Amendment

EXHIBIT B (Continued)
LICENSED PROPERTY AND ADDITIONAL LICENSED PROPERTY

TOGETHER WITH:

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°56'37" EAST FOR 13.32 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A TOWER PARCEL; THENCE NORTH 01°03'23" WEST ALONG SAID WESTERLY LINE AND ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET TO THE NORTHWEST CORNER OF SAID TOWER PARCEL; THENCE SOUTH 88°56'37" WEST ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID TOWER PARCEL FOR 13.32 FEET TO AN INTERSECTION WITH SAID EASTERLY EXTERIOR FACE; THENCE SOUTH 01°03'23" EAST ALONG SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET TO SAID POINT OF BEGINNING.

CONTAINING 366 SQUARE FEET (0.008 ACRES), MORE OR LESS.

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632
Memorandum of Second Amendment

EXHIBIT C
ACCESS AND UTILITY EASEMENTS

20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 37.90 FEET TO THE SOUTHWESTERLY CORNER OF A 37 FOOT X 45 FOOT TOWER PARCEL; THENCE NORTH 88°56'37" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 25.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE SOUTH 01°03'23" EAST FOR 10.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET SOUTH OF SAID SOUTH LINE; THENCE NORTH 88°56'37" EAST ALONG SAID PARALLEL LINE FOR 33.90 FEET; THENCE SOUTH 01°03'23" EAST FOR 66.66 FEET TO POINT "A"; THENCE CONTINUE SOUTH 01°03'23" EAST FOR 56.34 FEET; THENCE SOUTH 88°56'37" WEST FOR 134.71 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 3RD AVENUE (40 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 88°56'37" WEST FOR 110.42 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET WEST OF THE WESTERLY EXTERIOR FACE OF SAID BUILDING, AND POINT "B"; THENCE NORTH 01°24'00" WEST ALONG SAID PARALLEL LINE FOR 46.81 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF AN EQUIPMENT PARCEL AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE THENCE RETURN TO SAID POINT "B"; THENCE SOUTH 88°56'37" WEST FOR 24.29 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 1,665 SQUARE FEET (0.083 ACRES), MORE OR LESS.

3 FOOT WIDE NON-EXCLUSIVE WAVEGUIDE BRIDGE EASEMENT

THAT PART OF THE MAIN ROOF LEVEL OF A ONE-STORY CONCRETE BLOCK BUILDING SITUATED IN BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632
Memorandum of Second Amendment

EXHIBIT C (Continued)
ACCESS AND UTILITY EASEMENTS

BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, LYING WITHIN 1.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 37.90 FEET TO THE SOUTHWESTERLY CORNER OF A 37 FOOT X 45 FOOT TOWER PARCEL; THENCE CONTINUE NORTH 01°03'23" WEST ALONG SAID EASTERLY EXTERIOR FACE, AND ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 9.46 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 3 FOOT WIDE NON-EXCLUSIVE WAVEGUIDE BRIDGE EASEMENT; THENCE SOUTH 81°42'41" WEST FOR 5.55 FEET; THENCE SOUTH 89°23'41" WEST FOR 36.53 FEET TO AN INTERSECTION WITH THE WESTERLY EXTERIOR FACE OF SAID BUILDING, AND THE EASTERLY LINE OF AN EQUIPMENT PARCEL, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632
Memorandum of Second Amendment

RESOLUTION NO. 2022/106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE TOWER SITE LICENSE AGREEMENT WITH NCWPCS MPL 25-YEAR SITES TOWER HOLDINGS LLC FOR THE TOWER LOCATED AT NE 2ND STREET; CONSENTING TO THE SUBLEASE WITH DISH WIRELESS, LLC; AUTHORIZING EXECUTION OF THE THIRD AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 18, 2009, the City and New Cingular Wireless PCS, LLC (“New Cingular”) entered into a Tower Site License Agreement (the “Agreement”), whereby the City leased to New Cingular a portion of City property located on NE 2nd Street, containing approximately 1868 square feet (the “Tower Site”) with the right of access and a right to install utility service; and

WHEREAS, the Agreement was first amended on August 19, 2015, to provide for the Agreement to be automatically renewed for four (4) additional five (5) year renewal terms, with an expiration of August 17, 2039, increase the annual license payment, and replace New Cingular with NCWPCS MPL 25-Year Site Tower Holdings, LLC (the “Licensee”) as the current license holder; and

WHEREAS, on September 5, 2017, the Agreement was amended a second time to provide for additional land and ground space, measuring a total of 366 square feet; and

WHEREAS, Licensee has requested the City’s consent to allow Licensee to sublease and grant occupancy to Dish Wireless, LLC (“Dish”) to use a five (5’) by ten (10’) portion of the ground space within the Tower Site (the “Dish Site”) to Dish (the “Dish License”); and

WHEREAS, as consideration for the City’s consent to allow Licensee to enter into the Dish License, Licensee has agreed to pay the City additional rent in the amount of \$1,000.00 per month (the “Additional Rent”) effective on the first day of the first full month following commencement of construction at the Dish Site; and

WHEREAS, commencing on July 1, 2028, the Additional Rent shall increase by 2.8% each year (the “Escalator”); and

WHEREAS, City staff recommends approving and authorizing execution of a third amendment to the Agreement with Licensee, attached as Exhibit “A,” to provide consent for the Dish License and provide for the Additional Rent and Escalator (the “Third Amendment”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Third Amendment to the Agreement with Licensee, attached as Exhibit "A," to provide consent for the Dish License and provide for the Additional Rent and Escalator.

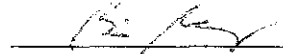
Section 3. The City Commission hereby authorizes the City Manager to execute the Third Amendment with Licensee, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

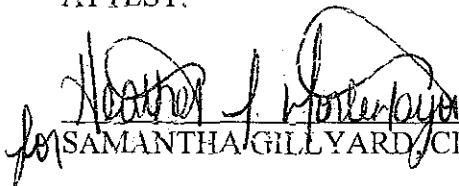
Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21ST DAY OF JUNE, 2022.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CITY CLERK

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

THIRD AMENDMENT TO TOWER LICENSE AGREEMENT

NE 2nd Street
(BU 840773)

THIS THIRD AMENDMENT TO TOWER LICENSE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **CITY OF DEERFIELD BEACH**, a Florida municipal corporation (having an address of 150 NE 2nd Avenue, Deerfield Beach, FL 33441) (“**City**”), and **NCWPCS MPL 25 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS LLC, a Delaware limited liability company (having a mailing address of 208 S. Akard Street, Dallas, Texas 75202-4206) (“**Licensee**”).

W I T N E S S E T H:

WHEREAS, City and Licensee are parties to that certain Tower License Agreement dated August 18, 2009 (the “**Original Agreement**”), covering certain real property, together with an easement for ingress, egress and utilities thereto, as described in the Original Agreement (the “**Tower Site**”);

WHEREAS, the parties entered into a First Amendment to the Original Agreement dated August 19, 2015 (the “**First Amendment**”) and that certain Second Amendment to the Original Agreement dated September 5, 2017 the (“**Second Amendment**” and together with the First Amendment and the Original Agreement, the “**Agreement**”), a memorandum of which was recorded as Instrument No. 113220512 in the Public Records of Broward County, Florida (the “**MOL**”); and

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on August 17, 2039; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. AMENDMENTS. The Agreement is hereby amended as follows:

(a) Consent to License of Ground Space. Notwithstanding anything to the contrary set forth in Section 6 of the Agreement, or otherwise in the Agreement, to the contrary, the City hereby consents to the license, sublicense, lease or other grant of occupancy or use by Licensee of a of a five foot (5’) by ten foot (10’) portion of the ground space within the Tower Site (the “**Dish Site**”) to Dish Wireless, LLC, its subsidiaries and affiliates (the “**Dish License**”) and the installation of such the equipment at the Tower Site as deemed necessary or appropriate by

Licensee in connection therewith, all in accordance with the plans and specifications set forth on Exhibit "A" attached hereto (the "**Plans and Specifications**"), which Plans and Specifications are hereby deemed approved by City.

(b) **Consideration.** As consideration for the consent of the City to Licensee entering into the Dish License, effective on the first day of the first full month following commencement of construction at the Dish Site, Licensee shall pay additional rental to the City in the amount of One Thousand and No/100 Dollars (\$1,000.00) per month (the "**Additional Rent**"). Commencing July 1, 2028, and on each anniversary of such date thereafter so long as the Dish License remains in effect, the Additional Rent shall increase by Two and 8/10 percent (2.8%). Licensee shall have the right to terminate the Dish License at any time during the term of the License without terminating the License or any of the rights of Licensee to the Tower Site. Upon such election to terminate the Dish License, Licensee's rights to license, sublicense, lease or otherwise grant rights of occupancy or use in the Dish Site and its obligation to continue the payment of the Additional Rent, shall terminate, but the remainder of the Agreement shall remain in full force and effect.

2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. City and Licensee ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **IRS Form W-9.** City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Licensee. In the event the Property is transferred, the succeeding City shall have a duty at the time of such transfer to provide Licensee with a Change of Ownership Form as provided by Licensee and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new City. City's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** City represents and warrants that:

(i) City is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of City's obligations under the Agreement as amended hereby.

(ii) Licensee is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(iii) City agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(e) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(g) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Tower License Agreement effective as of the last date of execution shown below.

CITY:

CITY OF DEERFIELD BEACH,
a Florida municipal corporation

ATTEST:

By: [Signature]
Name: Samantha Gillyard
Its: City Clerk

By: [Signature] (SEAL)
Name: David Santucci
Its: City Manager

STATE OF FLORIDA)
BROWARD COUNTY)

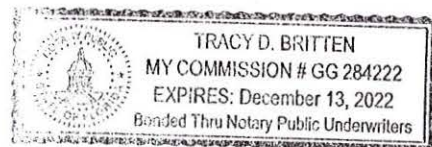
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of June, 2022 by David Santucci, the City Manager of **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, who executed the foregoing Third Amendment to Tower License Agreement on behalf of the said municipal corporation. He/She is personally known to me or has produced _____ as identification.

Given under my hand this 24th day of June, 2022.

Notary Public

[Signature]
Printed Name

My Commission Expires: 12/13/22
My Commission Number: 66284222



LICENSEE:

**NCWPCS MPL 25 - YEAR SITES TOWER
HOLDINGS LLC,**
a Delaware limited liability company

By: **CCATT LLC,**
a Delaware limited liability company
Its Attorney-in-Fact

By: *Lisa Sedgwick* (SEAL)
Name: Lisa Sedgwick
Its: Manager RE Transactions

STATE OF Texas)
)
Harris COUNTY)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 17 day of June, 2022, by
Lisa Sedgwick, the Manager RE Transactions of **CCATT LLC**, a
Delaware limited liability company, Attorney-in-Fact for **NCWPCS MPL 25 - YEAR SITES
TOWER HOLDINGS LLC**, a Delaware limited liability company, who executed the foregoing
Third Amendment to Tower License Agreement on behalf of the said limited liability
company. He/She is personally known to me or has produced _____ as
identification.

Given under my hand this 17 day of June, 2022

Notary Public

Printed Name

Carolyn Kimery



My Commission Expires: 3/10/2024
My Commission Number: 132396806

EXHIBIT A

Dish Wireless Installation Plans and Specifications



DISH WIRELESS, L.L.C. SITE ID:

MIMIA00214A

DISH WIRELESS, L.L.C. SITE ADDRESS:

300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

FLORIDA CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2020 FLORIDA BUILDING CODE 7TH EDITION/2018 IRC
MECHANICAL	2020 FLORIDA BUILDING CODE 7TH EDITION/2018 IMC
ELECTRICAL	2020 FLORIDA BUILDING CODE 7TH EDITION/2017 NEC

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
A-1	OVERALL AND ENLARGED SITE PLAN
A-2	ELEVATION, ANTENNA LAYOUT AND SCHEDULE
A-3	EQUIPMENT PLATFORM AND H-FRAME DETAILS
A-4	EQUIPMENT DETAILS
A-5	EQUIPMENT DETAILS
A-6	EQUIPMENT DETAILS
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE
GN-1	LEGEND AND ABBREVIATIONS
GN-2	RF SIGNAGE
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES
GN-5	GENERAL NOTES

STRUCTURAL ANALYSIS DESIGN CRITERIA

VERIFY CRITERIA WITH LATEST STRUCTURAL ANALYSIS FOR THIS PROJECT

ANALYSIS CRITERIA:
TA-222 REVISION: TA-222-H
RISK CATEGORY: II
WIND SPEED: V = 170 MPH (ULTIMATE 3 SECOND GUST)
EXPOSURE CATEGORY: C
TOPOGRAPHIC FACTOR: 1
SERVICE WIND SPEED: 60 MPH + 0" RADICAL ICE

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIPMENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

TOWER SCOPE OF WORK:
• INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)
• INSTALL (3) PROPOSED SECTOR MOUNTS (1 PER SECTOR)
• INSTALL (6) PROPOSED RRW (2 PER SECTOR)
• INSTALL (1) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP)
• INSTALL (1) PROPOSED HYBRID CABLE
• INSTALL PROPOSED JUMPERS

GROUND SCOPE OF WORK:
• INSTALL (1) PROPOSED METAL PLATFORM
• INSTALL (1) PROPOSED ICE BRIDGE
• INSTALL (1) PROPOSED PPC CABINET
• INSTALL (1) PROPOSED EQUIPMENT CABINET
• INSTALL (1) PROPOSED POWER CONDUIT
• INSTALL (1) PROPOSED TELCO CONDUIT
• INSTALL (1) PROPOSED TELCO-FIBER BOX
• INSTALL (1) PROPOSED GPS UNIT
• INSTALL (1) PROPOSED FUSED DISCONNECT (IF REQUIRED)
• INSTALL (1) PROPOSED CENNA BOX (IF REQUIRED)
• INSTALL (1) PROPOSED 250A METER

SITE PHOTO



UNDERGROUND SERVICE ALERT - SUNSHINE 811
UTILITY NOTIFICATION CENTER OF FLORIDA
(800) 432-4770
WWW.SUNSHINE811.COM

CALL 2 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

PROPERTY OWNER: CITY OF DEERFIELD BEACH
ADDRESS: 150 NORTHEAST 2ND AVE
DEERFIELD BEACH, FL 33441
TOWER TYPE: SELF SUPPORT
TOWER CO SITE ID: 840773
TOWER CO SITE NAME: OCCC
TOWER APP NUMBER: 552012
LATITUDE (NAD 83): 26° 19' 12.18" N
26.320050 N
LONGITUDE (NAD 83): 80° 5' 54.16" W
80.098378 W
ZONING JURISDICTION: CITY OF DEERFIELD BEACH
ZONING DISTRICT: LAC
PARCEL NUMBER: 474331010310
OCCUPANCY GROUP: U
CONSTRUCTION TYPE: II-B
POWER COMPANY: FPL
TELEPHONE COMPANY: AT&T

PROJECT DIRECTORY

APPLICANT: DISH WIRELESS, L.L.C.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120
TOWER OWNER: CROWN CASTLE
2000 CORPORATE DRIVE
CANONSBURG, PA 15317
(877) 486-9377
SITE DESIGNER: TOWER ENGINEERING PROFESSIONALS
326 TRYON RD.
RALEIGH, NC 27603
(919) 661-6351
SITE ACQUISITION: SHAHZAD MAHMOOD
SHAHZAD.MAHMOOD@DISH.COM
CONSTRUCTION MANAGER: JOSHUA VEGA
JOSHUA.VEGA@DISH.COM
RF ENGINEER: GUILLERMO RODRIGUEZ
GUILLERMO.RODRIGUEZ@DISH.COM

DIRECTIONS

DIRECTIONS FROM MIAMI INTERNATIONAL AIRPORT:
GET ON FL-112 E IN HALELUM FROM DEPARTURES AND EXITS 2-3-4. CONTINUE ONTO FL-112E AND USE THE RIGHT 3 LANES TO TAKE I-95 N EXIT TOWARD FOR LAUDERDALE. MERGE ONTO I-95 EXPRESS. KEEP LEFT TO STAY ON I-95 EXPRESS, FOLLOW SIGNS FOR EXPRESS LANES INTERSTATE 95 N. KEEP LEFT TO STAY ON I-95 EXPRESS AND MERGE ONTO I-95 N. TAKE EXIT 42A FOR FL-810 E/W HILLSBORO BLVD. TURN RIGHT ONTO FL-180 E/W HILLSBORO BLVD. TURN LEFT ONTO NE 4TH AVE AND TURN LEFT. THE DESTINATION WILL BE ON THE RIGHT.

VICINITY MAP



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TOWER ENGINEERING PROFESSIONALS
326 TRYON RD. RALEIGH, NC 27603
OFFICE: (919) 661-6351
FL CO# 31011



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:
TDD CLR MJC

RFDS REV #: 1

CONSTRUCTION DOCUMENTS

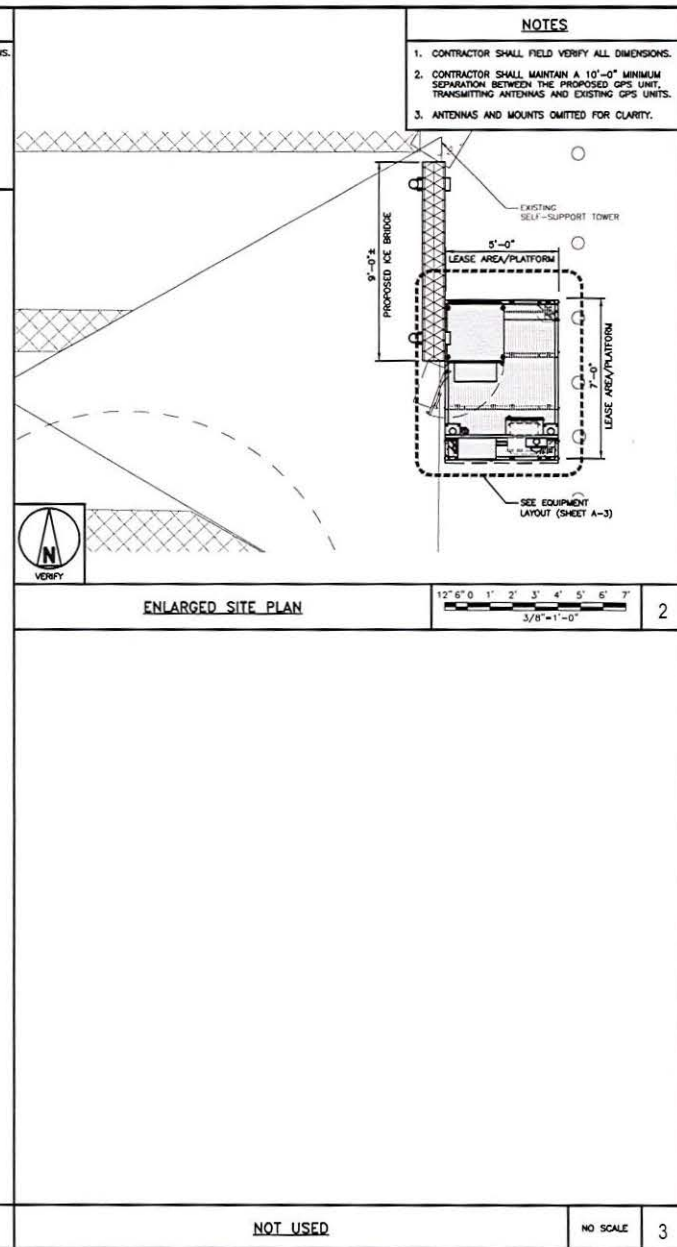
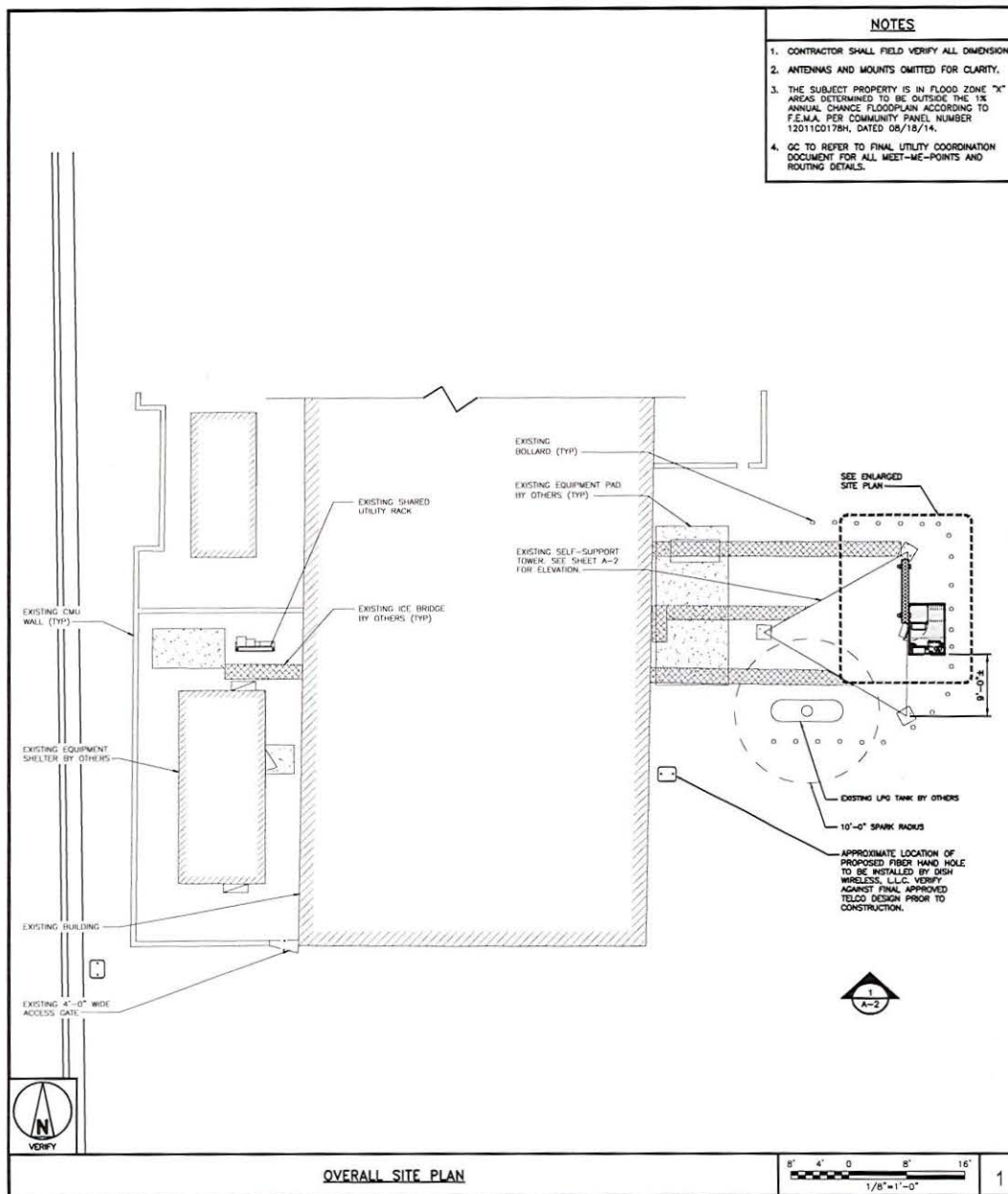
REV	DATE	DESCRIPTION
0	12-01-21	PRELIMINARY
0	03-10-22	CONSTRUCTION
1	03-15-23	CONSTRUCTION

A&E PROJECT NUMBER
54577

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

TOWER ENGINEERING PROFESSIONALS
326 TRYON RD. RALEIGH, NC 27603
OFFICE: (919) 661-6351
FL CO# 31011

JOSHUA H. GARDEN
LICENSE
No 83511
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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DRAWN BY: TDD CHECKED BY: CLR APPROVED BY: MJC

RFDS REV #: 1

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	12-01-21	PRELIMINARY
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A&E PROJECT NUMBER
54577

DISH WIRELESS, L.L.C.
PROJECT INFORMATION

MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
OVERALL AND ENLARGED
SITE PLAN

SHEET NUMBER
A-1

NOTES

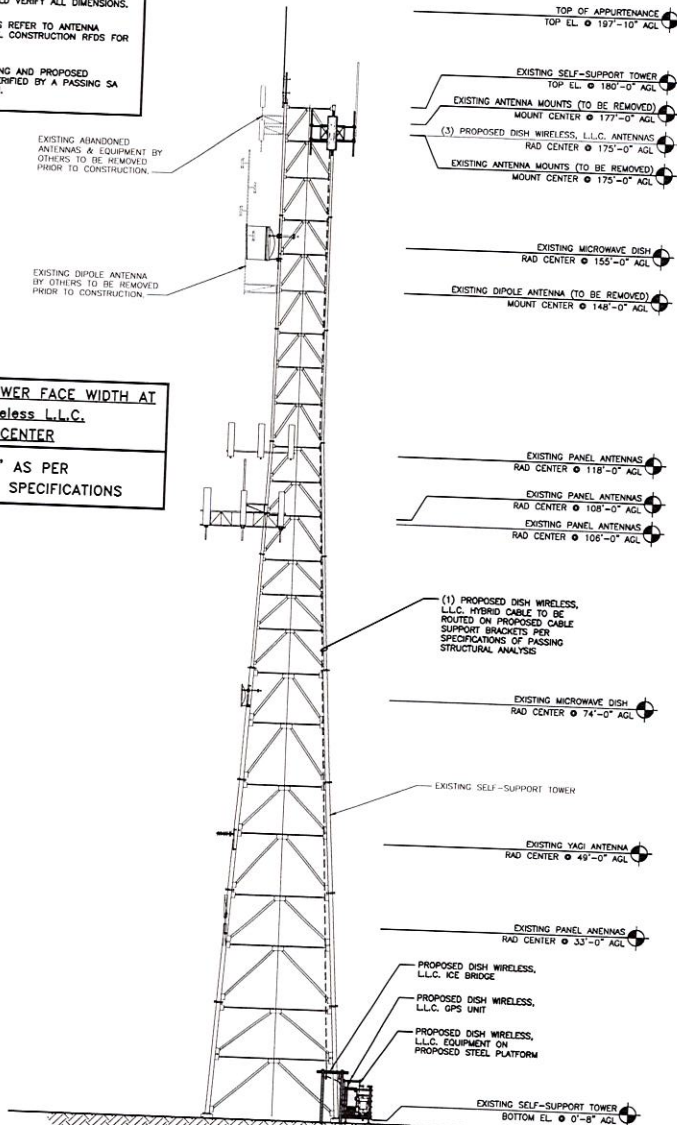
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
3. PROPOSED CABLE/ROUTING AND PROPOSED EQUIPMENT SHALL BE VERIFIED BY A PASSING SA PRIOR TO CONSTRUCTION.

EXISTING ABANDONED ANTENNAS & EQUIPMENT BY OTHERS TO BE REMOVED PRIOR TO CONSTRUCTION.

EXISTING DIPOLE ANTENNA BY OTHERS TO BE REMOVED PRIOR TO CONSTRUCTION.

SELF SUPPORT TOWER FACE WIDTH AT DISH Wireless L.L.C. RAD CENTER

8'-6.5" AS PER TOWER OWNER SPECIFICATIONS



PROPOSED SOUTH ELEVATION

10' 0' 10' 20'

1"=10'

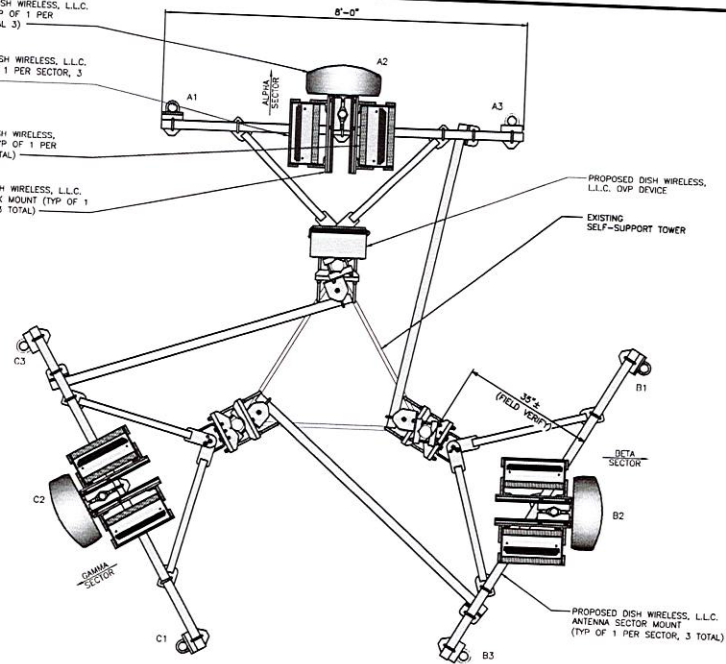
1

PROPOSED DISH WIRELESS, L.L.C. ANTENNA (TYP OF 1 PER SECTOR, TOTAL 3)

PROPOSED DISH WIRELESS, L.L.C. RRH (TYP OF 1 PER SECTOR, 3 TOTAL)

PROPOSED DISH WIRELESS, L.L.C. RRH (TYP OF 1 PER SECTOR, 3 TOTAL)

PROPOSED DISH WIRELESS, L.L.C. BACK-TO-BACK MOUNT (TYP OF 1 PER SECTOR, 3 TOTAL)



ANTENNA LAYOUT

12" 6" 0' 1" 2" 3"

3/4"=1'-0"

2

SECTOR POS.	EXISTING OR PROPOSED	ANTENNA				TRANSMISSION CABLE	RRH				OVP
		MANUFACTURER - MODEL NUMBER	TECH	AZIMUTH	RAD CENTER		MANUFACTURER - MODEL NUMBER	TECH	POS.	MANUFACTURER MODEL	
A1	---	---	---	---	---	(1) HIGH-CAPACITY HYBRID CABLE (198' LONG)	FLUTSU - TA08025-B604	5G	A2	RAYCAP RDIC-9181-PF-48	SHARED W/ALPHA
A2	PROPOSED	JMA WIRELESS-MX08FR0665-21	5G	0°	175'-0"		FLUTSU - TA08025-B605	5G	A2		
A3	---	---	---	---	---		---	---	---		
B1	---	---	---	---	---	SHARED W/ALPHA	FLUTSU - TA08025-B604	5G	B2	SHARED W/ALPHA	SHARED W/ALPHA
B2	PROPOSED	JMA WIRELESS-MX08FR0665-21	5G	90°	175'-0"		FLUTSU - TA08025-B605	5G	B2		
B3	---	---	---	---	---		---	---	---		
C1	---	---	---	---	---	SHARED W/ALPHA	FLUTSU - TA08025-B604	5G	C2	SHARED W/ALPHA	SHARED W/ALPHA
C2	PROPOSED	JMA WIRELESS-MX08FR0665-21	5G	240°	175'-0"		FLUTSU - TA08025-B605	5G	C2		
C3	---	---	---	---	---		---	---	---		

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

ANTENNA SCHEDULE

NO SCALE

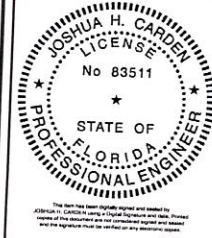
3

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TOWER ENGINEERING PROFESSIONALS
326 TRYON RD. RALEIGH, NC 27603
OFFICE: (919) 561-6351
FL CO# 31011



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DRAWN BY: CHECKED BY: APPROVED BY:

TDD CLR MJC

RFDS REV #: 1

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DESCRIPTION
A	12-01-21 PRELIMINARY
0	03-10-22 CONSTRUCTION
1	03-15-22 CONSTRUCTION

A&E PROJECT NUMBER

54577

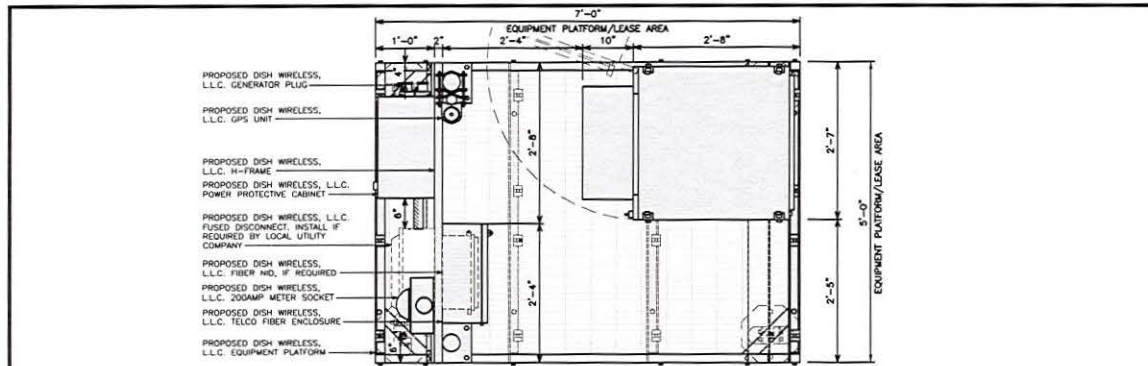
DISH WIRELESS, L.L.C. PROJECT INFORMATION

MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
ELEVATION, ANTENNA LAYOUT AND SCHEDULE

SHEET NUMBER

A-2



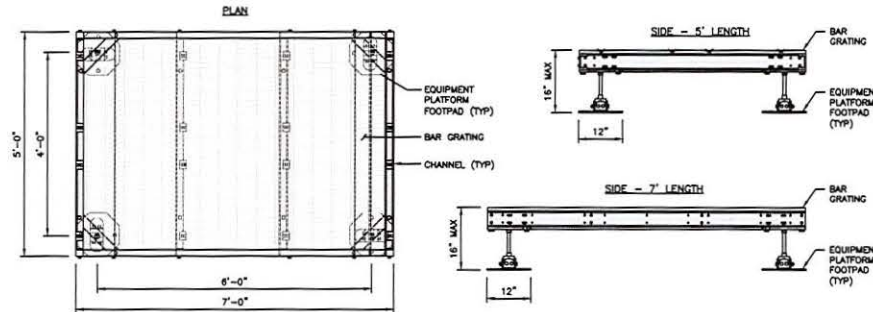
PLATFORM EQUIPMENT PLAN

12" 9" 6" 3" 0 1" 2" 1" = 1'-0"

1

COMMScope MTC404SLP 5X7 PLATFORM	
DIMENSIONS (HxWxD)	17"x64"x60"
TOTAL WEIGHT	423 LBS

NOTE:
• GC TO PROVIDE EXTENDED THREAD FOR PLATFORM IF REQUIRED HEIGHT EXCEEDS 17"
• PLATFORM MUST BE LEVEL WITHIN 1 DEGREE



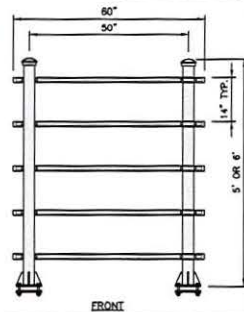
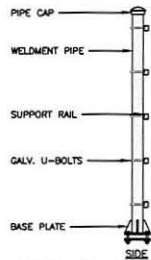
PLATFORM DETAIL

NO SCALE

2

COMMScope MTC404SHFLD H-FRAME	
UNISTRUT/SUPPORT RAILS QTY	5
WEIGHT	59.74 lbs

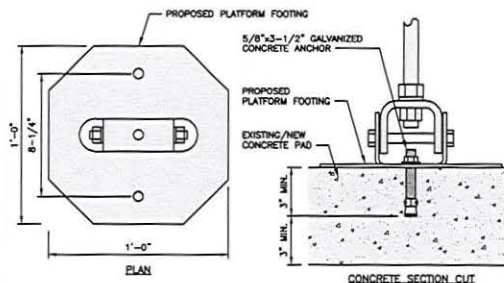
NOTE:
OR DISH WIRELESS, L.L.C. APPROVED EQUIVALENT



H-FRAME DETAIL

NO SCALE

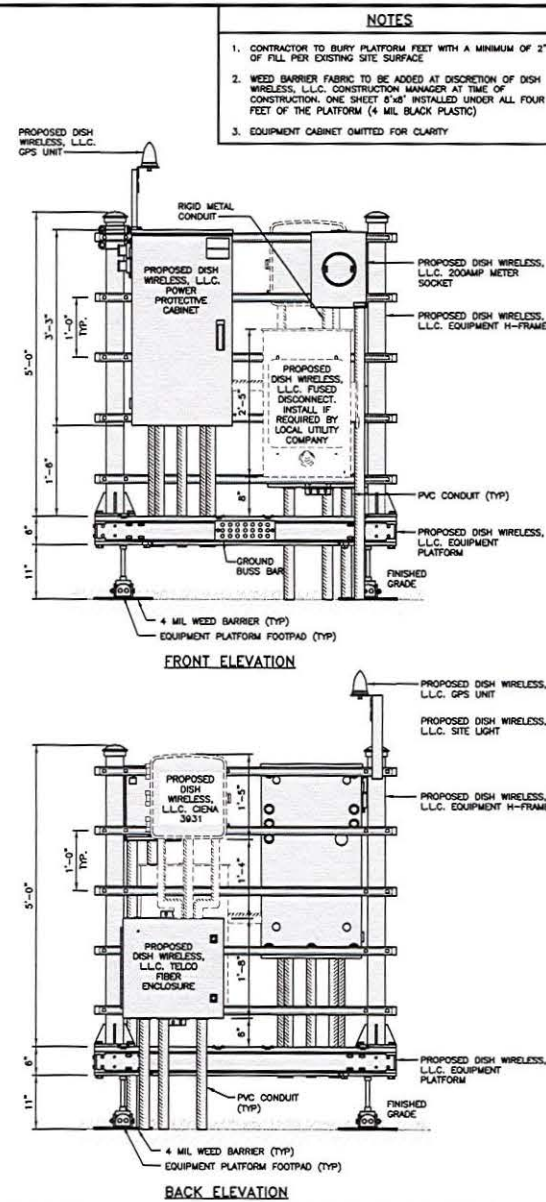
3



PLATFORM FOOTING ANCHORAGE DETAIL

NO SCALE

4



H-FRAME EQUIPMENT ELEVATION

12" 9" 6" 3" 0 1" 2" 1" = 1'-0"

5

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

TOWER ENGINEERING PROFESSIONALS
326 TRYON RD. RALEIGH, NC 27603
OFFICE: (919) 661-6351
FL CONF 31011

JOSHUA H. CARMEL
LICENSE
No 83511
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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DRAWN BY: CHECKED BY: APPROVED BY:
TDO CLR MJC

RFD REV # 1

CONSTRUCTION DOCUMENTS

SUBMITTALS		
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1	03-15-22	CONSTRUCTION

A&E PROJECT NUMBER
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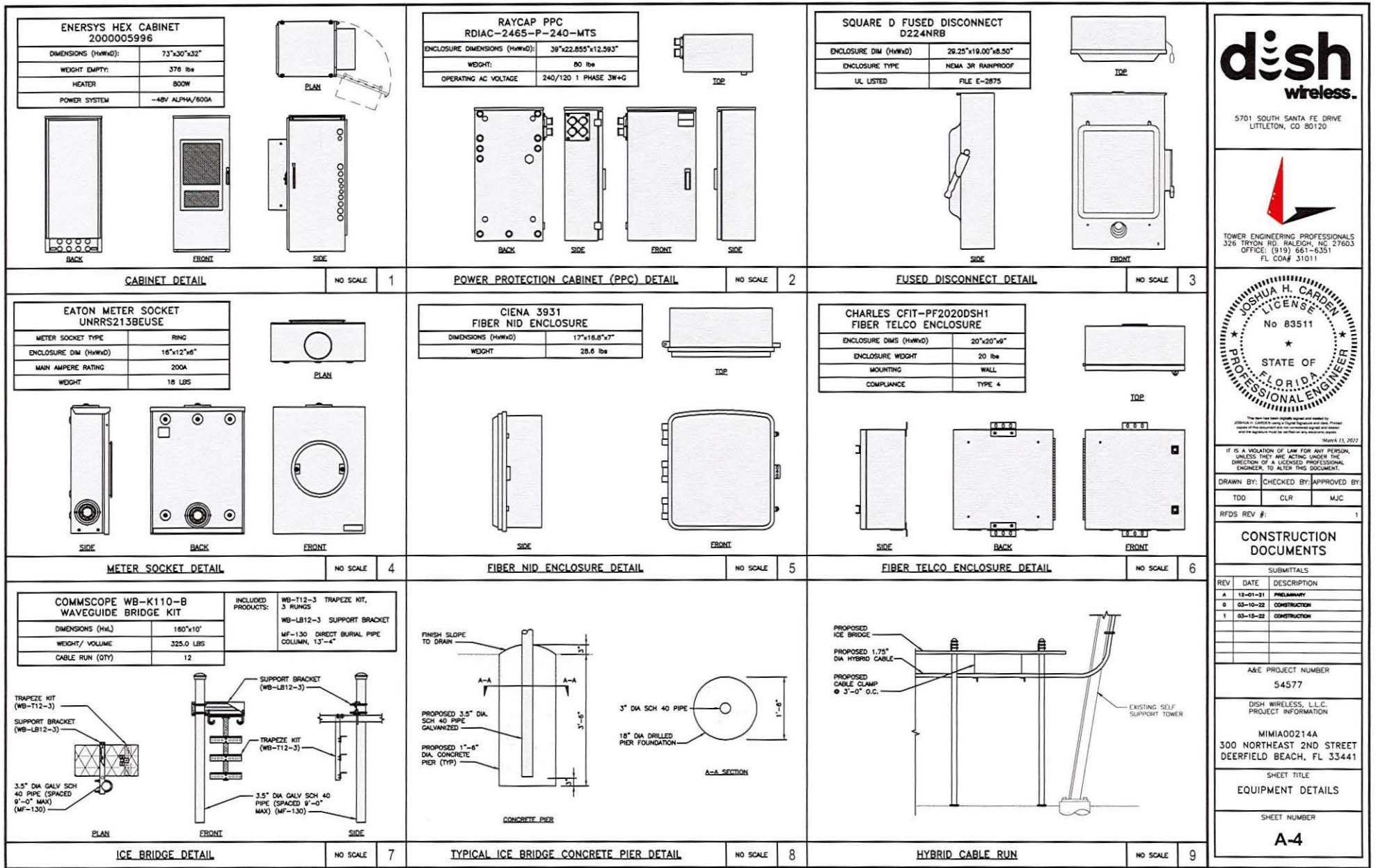
DISH WIRELESS, L.L.C.
PROJECT INFORMATION

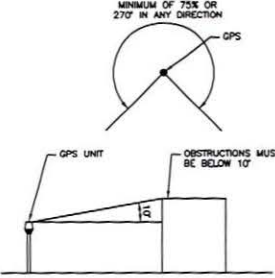
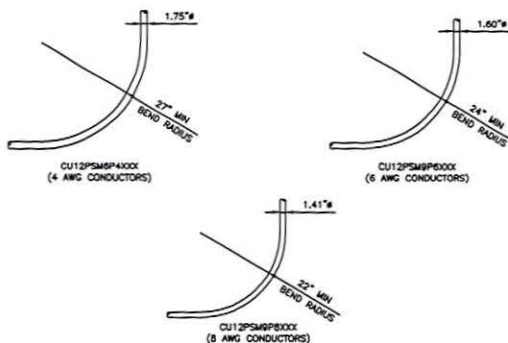
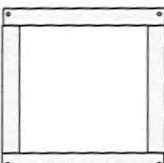
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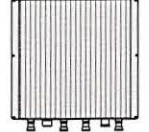
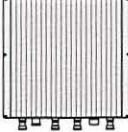
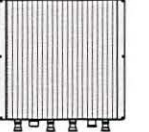
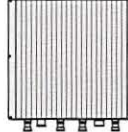
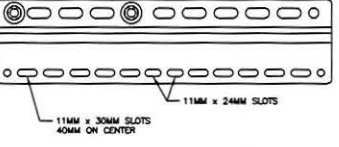
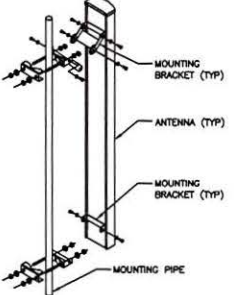
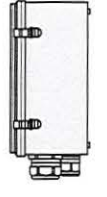
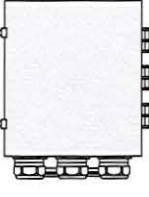
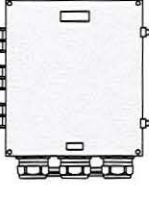
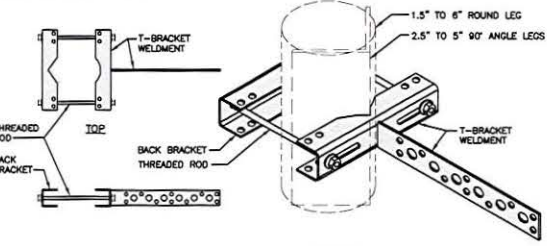
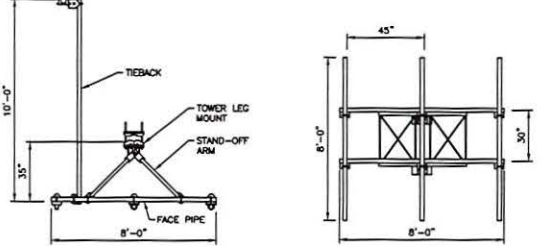
SHEET TITLE
EQUIPMENT PLATFORM AND
H-FRAME DETAILS

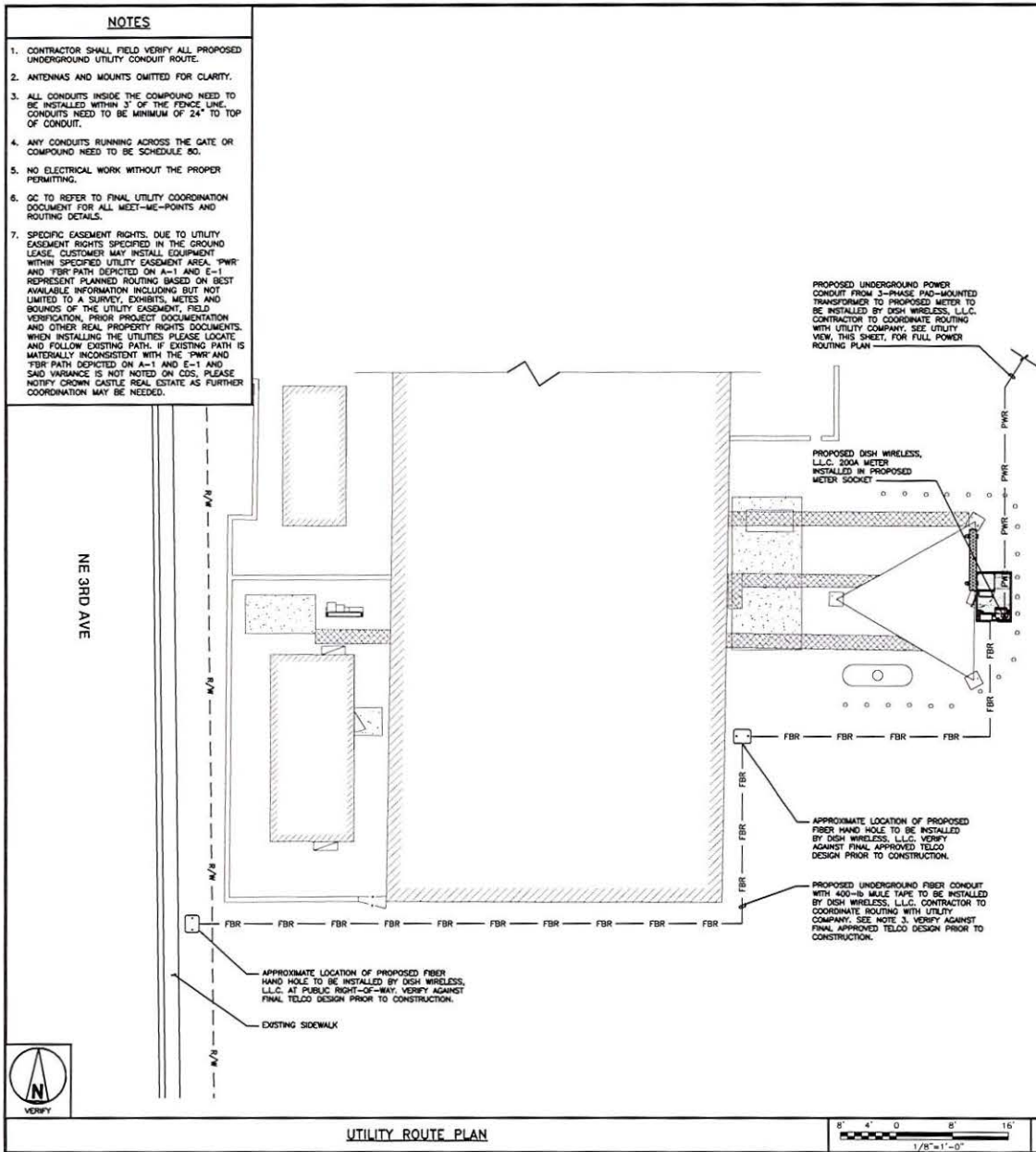
SHEET NUMBER

A-3



PCTEL GPSGL-TMG-SPI-40NCB <table border="1"> <tr> <td>DIMENSIONS (DxWxH) MM/INCH</td> <td>81x184mm 3.2"x7.25"</td> </tr> <tr> <td>WEIGHT W/ACCESSORIES</td> <td>0.75 lbs</td> </tr> <tr> <td>CONNECTOR</td> <td>N-FEMALE</td> </tr> <tr> <td>FREQUENCY RANGE</td> <td>1590 ± 30MHz</td> </tr> </table>  TOP  BACK  SIDE		DIMENSIONS (DxWxH) MM/INCH	81x184mm 3.2"x7.25"	WEIGHT W/ACCESSORIES	0.75 lbs	CONNECTOR	N-FEMALE	FREQUENCY RANGE	1590 ± 30MHz	 MINIMUM OF 75% OR 270° IN ANY DIRECTION GPS UNIT OBSTRUCTIONS MUST BE BELOW 10°		 CU12P5W8P4000 (4 AWG CONDUCTORS) CU12P5W8P6000 (6 AWG CONDUCTORS)		dish wireless. 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120  TOWER ENGINEERING PROFESSIONALS 326 TRYON RD. RALEIGH, NC 27603 OFFICE: (919) 861-6351 FL COAF 31011 JOSHUA H. CARMEN LICENSE No 83511 STATE OF FLORIDA PROFESSIONAL ENGINEER The Seal has been digitally signed and sealed by JOSHUA H. CARMEN using a Digital Signature and Seal. Printed copies of this document do not constitute digital and sealed and the signature must be verified on any electronic copy. March 23, 2022 IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT. DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____ TGO CLR MJC RFDS REV #1 CONSTRUCTION DOCUMENTS <table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>A</td> <td>12-01-21</td> <td>PRELIMINARY</td> </tr> <tr> <td>B</td> <td>03-10-22</td> <td>CONSTRUCTION</td> </tr> <tr> <td>C</td> <td>03-15-22</td> <td>CONSTRUCTION</td> </tr> </table> AK&E PROJECT NUMBER 54577 DISH WIRELESS, L.L.C. PROJECT INFORMATION MIMIA00214A 300 NORTHEAST 2ND STREET DEERFIELD BEACH, FL 33441 SHEET TITLE EQUIPMENT DETAILS SHEET NUMBER A-5		REV	DATE	DESCRIPTION	A	12-01-21	PRELIMINARY	B	03-10-22	CONSTRUCTION	C	03-15-22	CONSTRUCTION
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GPS DETAIL NO SCALE 1		GPS MINIMUM SKY VIEW REQUIREMENTS NO SCALE 2		CABLES UNLIMITED HYBRID CABLE MINIMUM BEND RADIUS NO SCALE 3																							
ENERSYS CABINET 6" PLINTH - 2000006059 <table border="1"> <tr> <td>DIMENSIONS (HxWxD)</td> <td>6"x30"x30"</td> </tr> <tr> <td>WEIGHT</td> <td>TBD</td> </tr> </table> NOTE: GASKET AND MOUNTING HARDWARE INCLUDED  PLAN  SIDE  FRONT/BACK		DIMENSIONS (HxWxD)	6"x30"x30"	WEIGHT	TBD	NOT USED NO SCALE 5		NOT USED NO SCALE 6																			
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CABINET PLINTH DETAIL NO SCALE 4		NOT USED NO SCALE 8		NOT USED NO SCALE 9																							
NOT USED NO SCALE 7		NOT USED NO SCALE 8		NOT USED NO SCALE 9																							

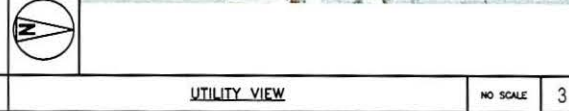
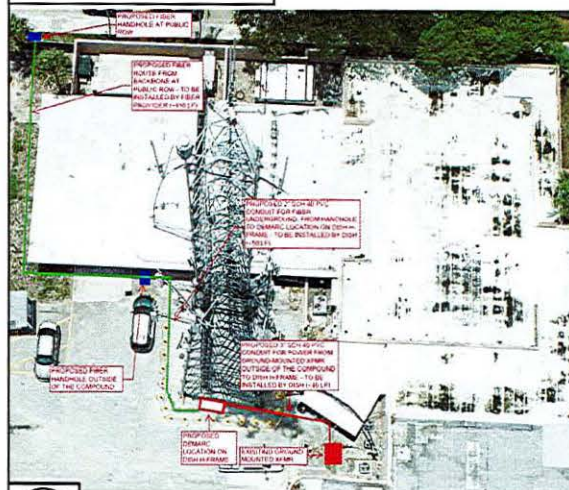
<table border="1"> <tr><th colspan="2">FUJITSU DUAL BAND TA08025-B604</th></tr> <tr><td>DIMENSIONS (HxWxD)</td><td>14.9"x15.7"x7.8"</td></tr> <tr><td>WEIGHT</td><td>83.9 lbs</td></tr> <tr><td>CONNECTOR TYPE</td><td>4.3-10 RF CONNECTOR</td></tr> <tr><td>POWER SUPPLY</td><td>DC -50V-38V</td></tr> </table>  PLAN  BACK  SIDE  FRONT	FUJITSU DUAL BAND TA08025-B604		DIMENSIONS (HxWxD)	14.9"x15.7"x7.8"	WEIGHT	83.9 lbs	CONNECTOR TYPE	4.3-10 RF CONNECTOR	POWER SUPPLY	DC -50V-38V	<table border="1"> <tr><th colspan="2">FUJITSU TRIPLE BAND TA08025-B605</th></tr> <tr><td>DIMENSIONS (HxWxD)</td><td>14.9"x15.7"x9"</td></tr> <tr><td>WEIGHT</td><td>74.95 lbs</td></tr> <tr><td>CONNECTOR TYPE</td><td>4.3-10 RF CONNECTOR</td></tr> <tr><td>POWER SUPPLY</td><td>DC -50V-38V</td></tr> </table>  PLAN  BACK  SIDE  FRONT	FUJITSU TRIPLE BAND TA08025-B605		DIMENSIONS (HxWxD)	14.9"x15.7"x9"	WEIGHT	74.95 lbs	CONNECTOR TYPE	4.3-10 RF CONNECTOR	POWER SUPPLY	DC -50V-38V	<table border="1"> <tr><th colspan="2">SABRE INDUSTRIES RRU BRACKET MOUNT C10123155</th></tr> <tr><td>DIMENSIONS (HxWxD) (1 BRACKET)</td><td>5'20"x1-13/16"</td></tr> <tr><td>WEIGHT (FULL ASSEMBLY)</td><td>35.79 lbs</td></tr> <tr><td>PACKAGE QUANTITY</td><td>4</td></tr> </table> <table border="1"> <tr><th>ITEM #</th><th>DESCRIPTION</th></tr> <tr><td>1</td><td>PLATE, CHANNEL BRACKET</td></tr> <tr><td>2</td><td>RRH 2 BRACKET, 3/16"</td></tr> <tr><td>3</td><td>THREADED ROD ASSEMBLY 1/2"x12"</td></tr> </table>  11MM x 30MM SLOTS 40MM ON CENTER 11MM x 24MM SLOTS	SABRE INDUSTRIES RRU BRACKET MOUNT C10123155		DIMENSIONS (HxWxD) (1 BRACKET)	5'20"x1-13/16"	WEIGHT (FULL ASSEMBLY)	35.79 lbs	PACKAGE QUANTITY	4	ITEM #	DESCRIPTION	1	PLATE, CHANNEL BRACKET	2	RRH 2 BRACKET, 3/16"	3	THREADED ROD ASSEMBLY 1/2"x12"	 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120  TOWER ENGINEERING PROFESSIONALS 326 TRYON RD. RALEIGH, NC 27603 OFFICE: (919) 661-6351 FL CONF 31011
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<table border="1"> <tr><th colspan="2">JMA MX08FRO665-21</th></tr> <tr><td>DIMENSIONS (HxWxD)</td><td>72"x20.0"x8.0"</td></tr> <tr><td>RF PORTS, CONNECTOR TYPE</td><td>8 x 4.3-10 FEMALE</td></tr> <tr><td>WEIGHT</td><td>64.5 lbs</td></tr> <tr><td>WEIGHT WITH BRACKETS</td><td>82.5 lbs</td></tr> </table>  PLAN  SIDE  FRONT	JMA MX08FRO665-21		DIMENSIONS (HxWxD)	72"x20.0"x8.0"	RF PORTS, CONNECTOR TYPE	8 x 4.3-10 FEMALE	WEIGHT	64.5 lbs	WEIGHT WITH BRACKETS	82.5 lbs	NOT USED	<table border="1"> <tr><th colspan="2">M04 MOUNTING BRACKET HPA-33R-BUU-H4-K</th></tr> <tr><td>WIDTH</td><td>5" (135mm)</td></tr> <tr><td>DEPTH</td><td>2" (51mm)</td></tr> <tr><td>HEIGHT</td><td>8" (213mm)</td></tr> <tr><td>TOTAL WEIGHT (WITH BRACKETS)</td><td>34 LBS (15.50 Kg)</td></tr> <tr><td>HOUSING MATERIAL</td><td>ASA/ABS/ALUMINUM</td></tr> <tr><td>RADOME COLOR</td><td>LIGHT GRAY</td></tr> <tr><td>CONNECTOR</td><td>1XS-PIN DMSY CHAIN</td></tr> </table>  MOUNTING BRACKET (TYP) ANTENNA (TYP) MOUNTING BRACKET (TYP) MOUNTING PIPE	M04 MOUNTING BRACKET HPA-33R-BUU-H4-K		WIDTH	5" (135mm)	DEPTH	2" (51mm)	HEIGHT	8" (213mm)	TOTAL WEIGHT (WITH BRACKETS)	34 LBS (15.50 Kg)	HOUSING MATERIAL	ASA/ABS/ALUMINUM	RADOME COLOR	LIGHT GRAY	CONNECTOR	1XS-PIN DMSY CHAIN	 IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT. DATE: 11/21/2017 DRAWN BY: CHECKED BY: APPROVED BY: TDO CLR MJC RFD REV #:										
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<table border="1"> <tr><th colspan="2">RAYCAP RDIDC-9181-PF-48 DC SURGE PROTECTION</th></tr> <tr><td>DIMENSIONS (HxWxD)</td><td>18.98"x14.38"x8.15"</td></tr> <tr><td>WEIGHT</td><td>21.82 LBS</td></tr> </table>  PLAN  SIDE  BACK  FRONT	RAYCAP RDIDC-9181-PF-48 DC SURGE PROTECTION		DIMENSIONS (HxWxD)	18.98"x14.38"x8.15"	WEIGHT	21.82 LBS	<table border="1"> <tr><th colspan="2">SITEPRO1 T600 UNIVERSAL T-BRACKET</th></tr> <tr><td>DIMENSIONS (HxWxD)</td><td>2.25"x10.0"x15.25"</td></tr> <tr><td>WEIGHT/ VOLUME</td><td>5.60 LBS</td></tr> </table>  1.5" TO 6" ROUND LEG 2.5" TO 5" 90° ANGLE LEGS T-BRACKET WELDMENT TOP BACK BRACKET THREADED ROD ISOMETRIC	SITEPRO1 T600 UNIVERSAL T-BRACKET		DIMENSIONS (HxWxD)	2.25"x10.0"x15.25"	WEIGHT/ VOLUME	5.60 LBS	<table border="1"> <tr><th colspan="2">COMMScope V-FRAME MTC3975083</th></tr> <tr><td>FACE SIZE</td><td>8'-0"</td></tr> <tr><td>WEIGHT</td><td>352.136 lbs</td></tr> </table>  10'-0" 35" 8'-0" 45" 8'-0" 8'-0" 20" TIEBACK TOWER LEG MOUNT STAND-OFF ARM FACE PIPE PLAN FRONT NOTE: OR DISH Wireless LLC APPROVED EQUIVALENT	COMMScope V-FRAME MTC3975083		FACE SIZE	8'-0"	WEIGHT	352.136 lbs	<table border="1"> <tr><th colspan="3">SUBMITTALS</th></tr> <tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td>A</td><td>12-01-21</td><td>PRELIMINARY</td></tr> <tr><td>0</td><td>03-10-22</td><td>CONSTRUCTION</td></tr> <tr><td>1</td><td>03-15-22</td><td>CONSTRUCTION</td></tr> </table> A&E PROJECT NUMBER 54577 DISH WIRELESS, L.L.C. PROJECT INFORMATION MIMIA00214A 300 NORTHEAST 2ND STREET DEERFIELD BEACH, FL 33441 SHEET TITLE EQUIPMENT DETAILS SHEET NUMBER A-6	SUBMITTALS			REV	DATE	DESCRIPTION	A	12-01-21	PRELIMINARY	0	03-10-22	CONSTRUCTION	1	03-15-22	CONSTRUCTION			
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SURGE SUPPRESSION DETAIL	VERTICAL CABLE SUPPORT DETAIL	ANTENNA FRAME DETAIL																																					



- DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.
1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
 2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
 3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
 4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
 5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
 6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
 7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
 8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
 9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
 10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
 11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
 12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.
 13. ALL TRENCHEES IN COMPOUND TO BE HAND DUG.

ELECTRICAL NOTES

NOTE



dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

TOWER ENGINEERING PROFESSIONALS
326 TRYON RD. RALEIGH, NC 27603
OFFICE: (919) 661-6351
FL CONF 31011

JOSHUA H. CARLIER
LICENSE
No 83511
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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DRAWN BY: CHECKED BY: APPROVED BY:
TDO CLR MJC

RFDS REV # 1

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	12-01-21	PRELIMINARY
C	03-10-22	CONSTRUCTION
1	03-15-22	CONSTRUCTION

A&E PROJECT NUMBER
54577

DISH WIRELESS, L.L.C.
PROJECT INFORMATION

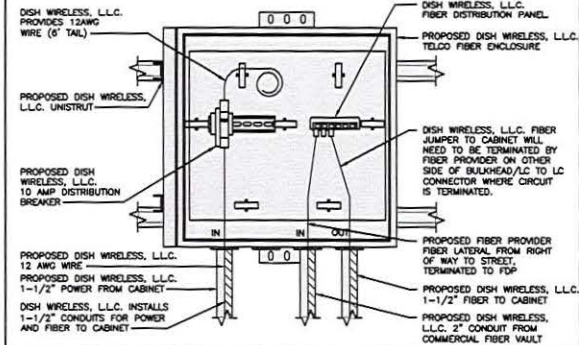
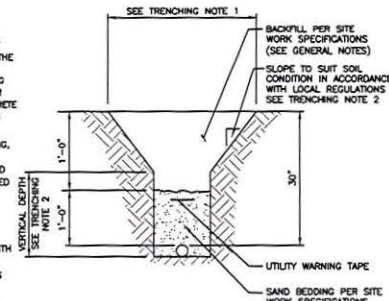
MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
ELECTRICAL/FIBER ROUTE
PLAN AND NOTES

SHEET NUMBER
E-1

TRENCHING NOTES

1. CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SOODING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
2. TRENCHING SAFETY, INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
3. ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE CURRENT NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION, WHICHEVER IS THE MOST STRINGENT.



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LITTLETON, CO 80120



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326 TRYON RD. RALEIGH, NC 27603
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DRAWN BY: CHECKED BY: APPROVED BY:
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RFD# REV # 1

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DISH WIRELESS, L.L.C.
PROJECT INFORMATION
MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
ELECTRICAL
DETAILS

SHEET NUMBER

E-2

NOT USED

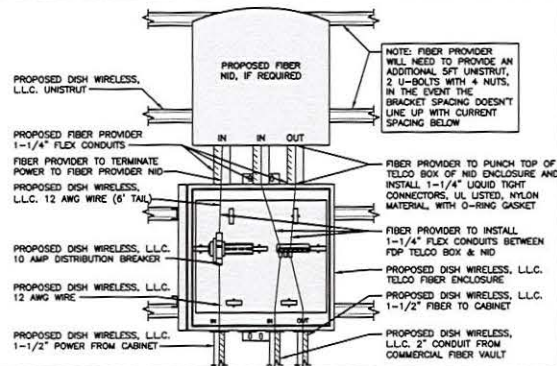
NO SCALE 1

TYPICAL UNDERGROUND TRENCH DETAIL

NO SCALE 2

DARK TELCO BOX - INTERIOR WIRING LAYOUT

NO SCALE 3



LIT TELCO BOX - INTERIOR WIRING LAYOUT (OPTIONAL)

NO SCALE 4

NOT USED

NO SCALE 5

NOT USED

NO SCALE 6

NOT USED

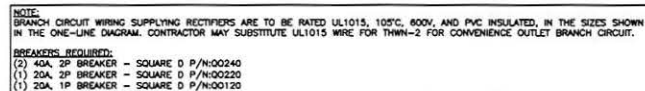
NO SCALE 7

NOT USED

NO SCALE 8

NOT USED

NO SCALE 9



CONDUIT SIZING: AT 40% FILL PER NEC CHAPTER 9, TABLE 4, ARTICLE 358.

0.5" CONDUIT	- 0.122 SQ. IN AREA
0.75" CONDUIT	- 0.215 SQ. IN AREA
1.0" CONDUIT	- 0.316 SQ. IN AREA
3.0" CONDUIT	- 2.907 SQ. IN AREA

CABINET CONVENIENCE OUTLET CONDUCTORS (1 CONDUIT): USING THWN-2, CU.

#10	- 0.0211 SQ. IN	X 2	= 0.0422 SQ. IN
#10	- 0.0211 SQ. IN	X 1	= 0.0211 SQ. IN
			<GROUND
TOTAL			= 0.0633 SQ. IN

0.5" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

RECTIFIER CONDUCTORS (2 CONDUCTORS): USING UL1015, CU.

#8	- 0.0552 SQ. IN	X 2	= 0.1103 SQ. IN
#8	- 0.0131 SQ. IN	X 1	= 0.0131 SQ. IN
			<BARE GROUND
TOTAL			= 0.1234 SQ. IN

0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

PPC FEED CONDUCTORS (1 CONDUIT): USING THWN, CU.

3/0	- 0.2679 SQ. IN	X 3	= 0.8037 SQ. IN
#6	- 0.0507 SQ. IN	X 1	= 0.0507 SQ. IN
			<GROUND
TOTAL			= 0.8544 SQ. IN

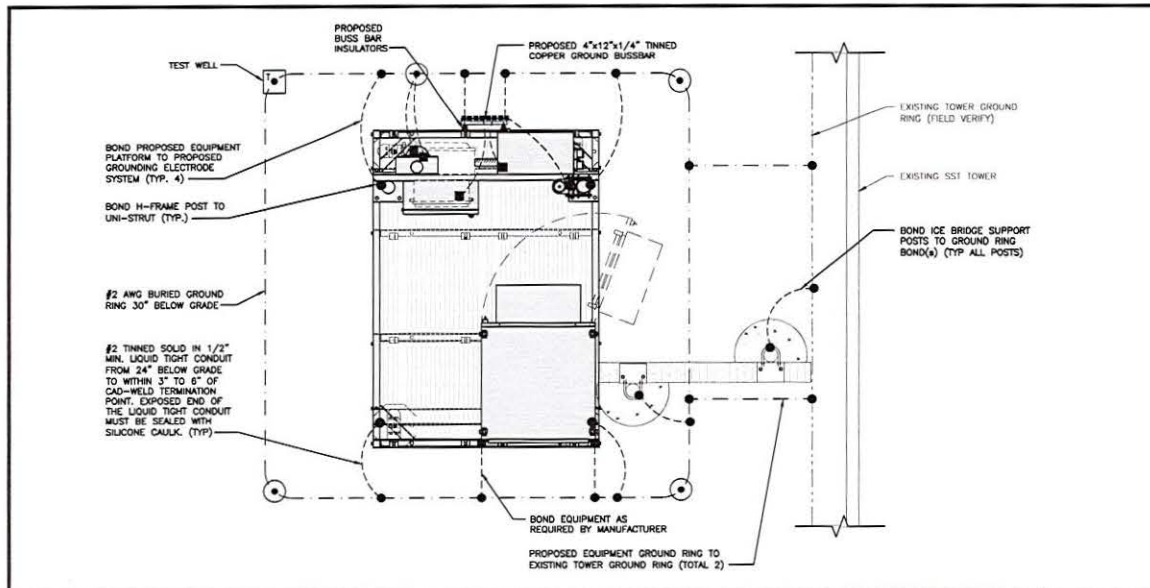
3.0" SCH 40 PVC CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (4) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

E-3

NO SCALE	1

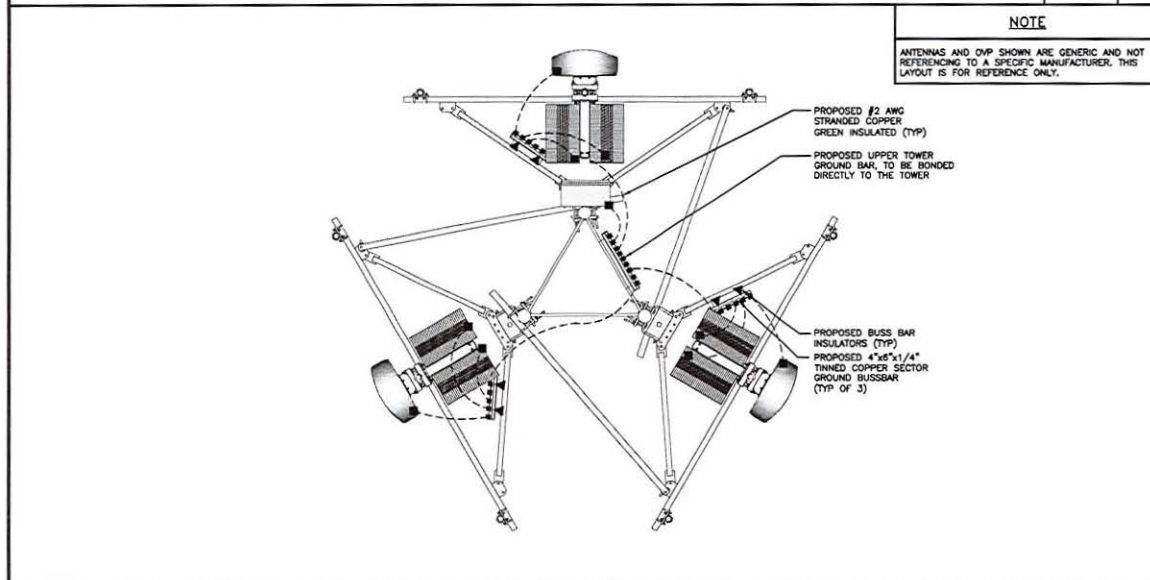
NO SCALE	2

NO SCALE	3



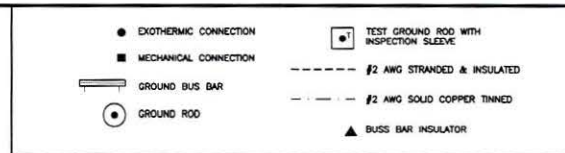
TYPICAL EQUIPMENT GROUNDING PLAN

NO SCALE 1



TYPICAL ANTENNA GROUNDING PLAN

NO SCALE 2



GROUNDING LEGEND

- GROUNDING IS SHOWN DIAGRAMMATICALLY ONLY.
- CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN COMPLIANCE WITH NEC SECTION 250 AND DISH WIRELESS, L.L.C. GROUNDING AND BONDING REQUIREMENTS AND MANUFACTURER'S SPECIFICATIONS.
- ALL GROUND CONDUCTORS SHALL BE COPPER; NO ALUMINUM CONDUCTORS SHALL BE USED.

GROUNDING KEY NOTES

- EXTERIOR GROUND RING:** #2 AWG SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 8 INCHES BELOW THE FROST LINE AND APPROXIMATELY 24 INCHES FROM THE EXTERIOR WALL OR FOOTING.
- TOWER GROUND RING:** THE GROUND RING SYSTEM SHALL BE INSTALLED AROUND AN ANTENNA TOWER'S LEGS, AND/OR GUY ANCHORS, WHERE SEPARATE SYSTEMS HAVE BEEN PROVIDED FOR THE TOWER AND THE BUILDING. AT LEAST TWO BONDS SHALL BE MADE BETWEEN THE TOWER RING GROUND SYSTEM AND THE BUILDING RING GROUND SYSTEM USING MINIMUM #2 AWG SOLID COPPER CONDUCTORS.
- INTERIOR GROUND RING:** #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR EXTENDED AROUND THE PERIMETER OF THE EQUIPMENT AREA. ALL NON-TELECOMMUNICATIONS RELATED METALLIC OBJECTS FOUND WITHIN A SITE SHALL BE GROUND TO THE INTERIOR GROUND RING WITH #8 AWG STRANDED GREEN INSULATED CONDUCTOR.
- BOND TO INTERIOR GROUND RING:** #2 AWG SOLID TINNED COPPER WIRE PRIMARY BONDS SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE BUILDING.
- GROUND ROD:** UL LISTED COPPER CLAD STEEL, MINIMUM 1/2" DIAMETER BY EIGHT FEET LONG. GROUND RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR.
- CELL REFERENCE GROUND BAR:** POINT OF GROUND REFERENCE FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 AWG UNLESS NOTED OTHERWISE STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO GROUND RING WITH (2) #2 SOLID TINNED COPPER CONDUCTORS.
- HATCH PLATE GROUND BAR:** BOND TO THE INTERIOR GROUND RING WITH TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. WHEN A HATCH-PLATE AND A CELL REFERENCE GROUND BAR ARE BOTH PRESENT, THE CROB MUST BE CONNECTED TO THE HATCH-PLATE AND TO THE INTERIOR GROUND RING USING (2) TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS EACH.
- EXTERIOR CABLE ENTRY PORT GROUND BARS:** LOCATED AT THE ENTRANCE TO THE CELL SITE BUILDING. BOND TO GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTORS WITH AN EXOTHERMIC WELD AND INSPECTION SLEEVE.
- TELCO GROUND BAR:** BOND TO BOTH CELL REFERENCE GROUND BAR OR EXTERIOR GROUND RING.
- FRAME BONDING:** THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUS THAT IS NOT ISOLATED FROM THE EQUIPMENT'S METAL FRAMEWORK.
- INTERIOR UNIT BONDS:** METAL FRAMES, CABINETS AND INDIVIDUAL METALLIC UNITS LOCATED WITH THE AREA OF THE INTERIOR GROUND RING REQUIRE A #8 AWG STRANDED GREEN INSULATED COPPER BOND TO THE INTERIOR GROUND RING.
- FENCE AND GATE GROUNDING:** METAL FENCES WITHIN 7 FEET OF THE EXTERIOR GROUND RING OR OBJECTS BONDED TO THE EXTERIOR GROUND RING SHALL BE BONDED TO THE GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTOR AT AN INTERVAL NOT EXCEEDING 25 FEET. BONDS SHALL BE MADE AT EACH GATE POST AND ACROSS GATE OPENINGS.
- EXTERIOR UNIT BONDS:** METALLIC OBJECTS, EXTERNAL TO OR MOUNTED TO THE BUILDING, SHALL BE BONDED TO THE EXTERIOR GROUND RING USING #2 TINNED SOLID COPPER WIRE.
- ICE BRIDGE SUPPORTS:** EACH ICE BRIDGE LEG SHALL BE BONDED TO THE GROUND RING WITH #2 AWG BARE TINNED COPPER CONDUCTOR. PROVIDE EXOTHERMIC WELDS AT BOTH THE ICE BRIDGE LEG AND BURIED GROUND RING.
- DURING ALL DC POWER SYSTEM CHANGES** INCLUDING DC SYSTEM CHANGE OUTS, RECTIFIER REPLACEMENTS OR ADDITIONS, BREAKER DISTRIBUTION CHANGES, BATTERY ADDITIONS, BATTERY REPLACEMENTS AND INSTALLATIONS OR CHANGES TO DC CONVERTER SYSTEMS IT SHALL BE REQUIRED THAT SERVICE CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH A MASTER DC SYSTEM RETURN GROUND CONDUCTOR FROM THE DC POWER SYSTEM COMMON RETURN BUS DIRECTLY CONNECTED TO THE CELL SITE REFERENCE GROUND BAR.
- TOWER TOP COLLECTOR BUSS BAR** IS TO BE MECHANICALLY BONDED TO TOWER STEEL.

REFER TO DISH WIRELESS, L.L.C. GROUNDING NOTES.

GROUNDING KEY NOTES

NO SCALE 3



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TDD CLR MJC
RFDS REV #1

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	12-01-21	PRELIMINARY
0	03-10-22	CONSTRUCTION
1	03-18-22	CONSTRUCTION

A&E PROJECT NUMBER
54577

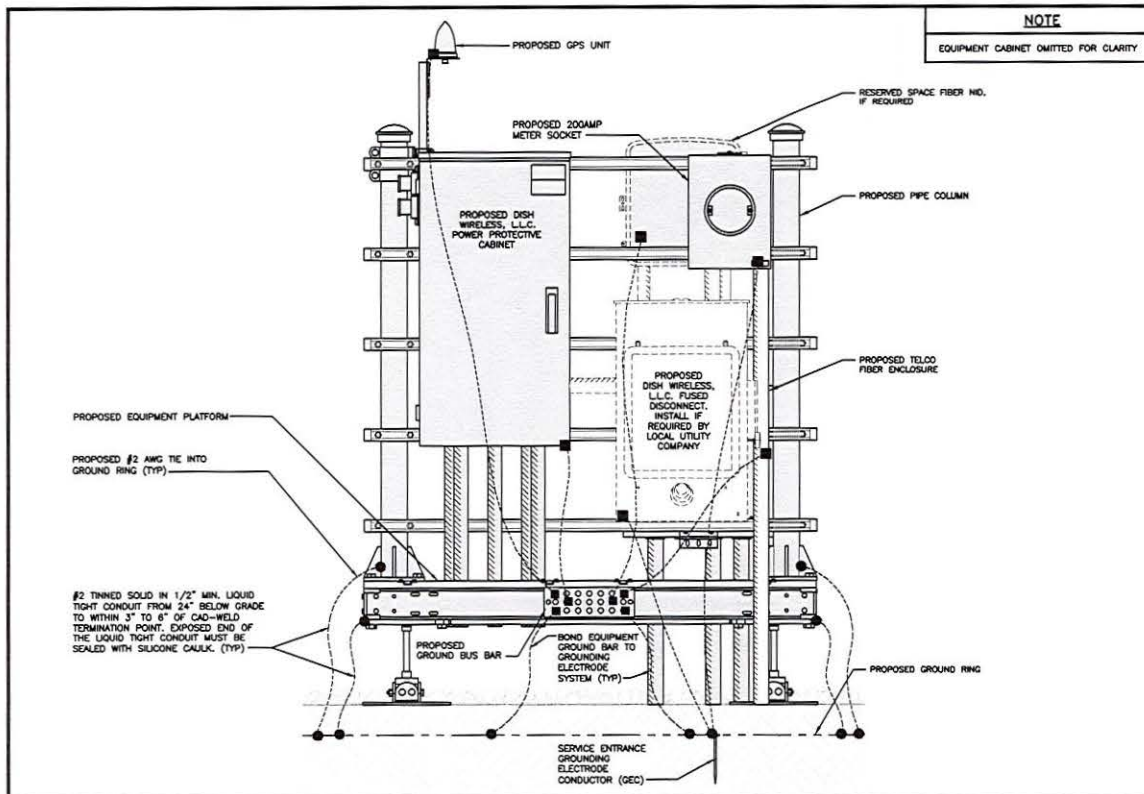
DISH WIRELESS, L.L.C.
PROJECT INFORMATION

MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
GROUNDING PLANS
AND NOTES

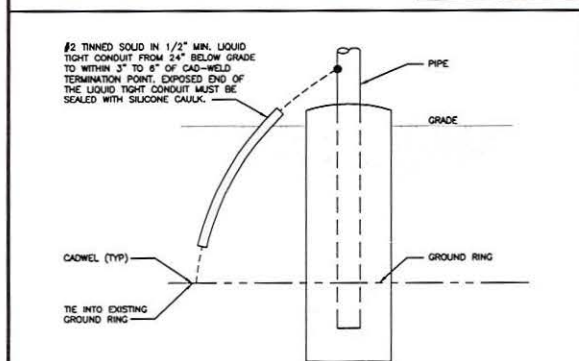
SHEET NUMBER

G-1



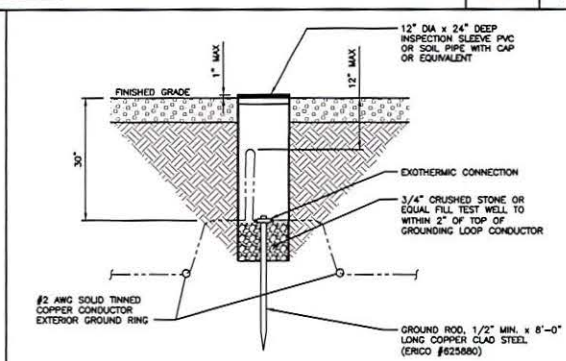
H-FRAME GROUNDING DETAIL

NO SCALE 1



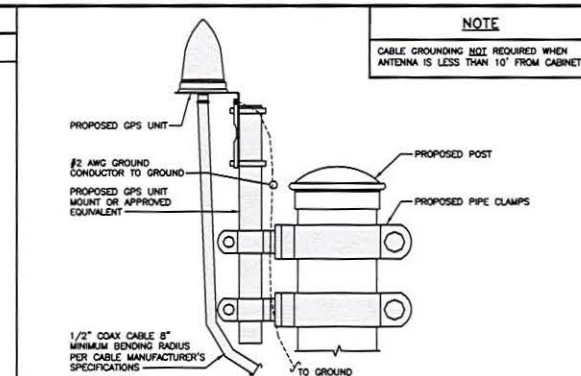
TRANSITIONING GROUND DETAIL

NO SCALE 4



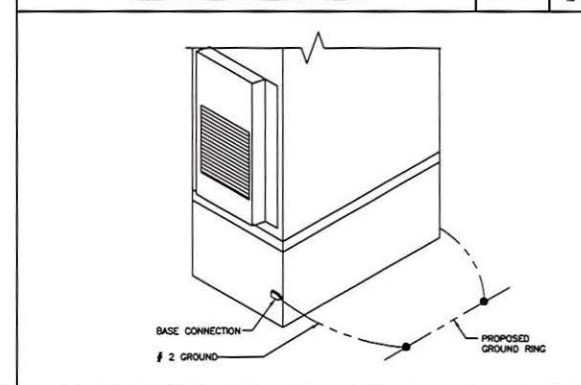
TYPICAL TEST GROUND ROD WITH INSPECTION SLEEVE

NO SCALE 5



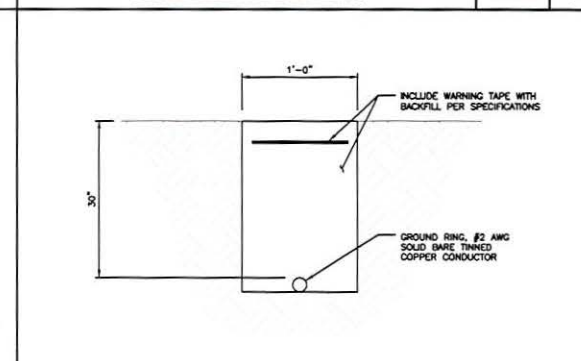
TYPICAL GPS UNIT GROUNDING

NO SCALE 2



OUTDOOR CABINET GROUNDING

NO SCALE 3



TYPICAL GROUND RING TRENCH

NO SCALE 6

dish
wireless.

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DEERFIELD BEACH, FL 33441

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER

G-2

- EXOTHERMIC WELD (2) TWO, #2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUND BAR. ROUTE CONDUCTORS TO BURIED GROUND RING AND PROVIDE PARALLEL, EXOTHERMIC WELD. - ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING. - FOR GROUND BOND TO STEEL ONLY: COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING. - DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS. - NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE. - ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR. - THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED. - ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS).		
TYPICAL GROUNDING NOTES	TYPICAL EXTERIOR TWO HOLE LUG	TYPICAL INTERIOR TWO HOLE LUG
	NOT USED	NOT USED
LUG DETAIL	NOT USED	NOT USED
NOT USED	NOT USED	NOT USED
NOT USED	NOT USED	NOT USED



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RFD5 REV #: 1

CONSTRUCTION DOCUMENTS

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A	12-01-21	PRELIMINARY
D	03-10-22	CONSTRUCTION
I	03-18-22	CONSTRUCTION

A&E PROJECT NUMBER
54577

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

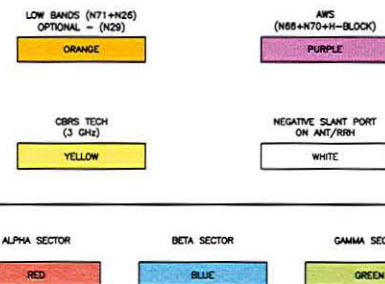
SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-3

HYBRID/DISCREET CABLES											
3/4" TAPE WIDTHS WITH 3/4" SPACING											
ALPHA RRH				BETA RRH				GAMMA RRH			
PORT 1 + SLANT	PORT 2 + SLANT	PORT 3 + SLANT	PORT 4 + SLANT	PORT 1 + SLANT	PORT 2 + SLANT	PORT 3 + SLANT	PORT 4 + SLANT	PORT 1 + SLANT	PORT 2 + SLANT	PORT 3 + SLANT	PORT 4 + SLANT
RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE
WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE
MID-BAND RRH (AWS BANDS N66+N70) ADD FREQUENCY COLOR TO SECTOR BAND (CBRS WILL USE YELLOW BANDS)				MID-BAND RRH (AWS BANDS N66+N70) ADD FREQUENCY COLOR TO SECTOR BAND (CBRS WILL USE YELLOW BANDS)				MID-BAND RRH (AWS BANDS N66+N70) ADD FREQUENCY COLOR TO SECTOR BAND (CBRS WILL USE YELLOW BANDS)			
RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE
WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE
HYBRID/DISCREET CABLES											
INCLUDE SECTOR BANDS BEING SUPPORTED ALONG WITH FREQUENCY BANDS.											
EXAMPLE 1 - HYBRID, OR DISCREET, SUPPORTS ALL SECTORS, BOTH LOW-BANDS AND MID-BANDS.											
EXAMPLE 2 - HYBRID, OR DISCREET, SUPPORTS CBRS ONLY, ALL SECTORS.											
EXAMPLE 3 - MAIN COAX WITH GROUND MOUNTED RRHs.											
FIBER JUMPERS TO RRHs											
LOW-BAND HHR FIBER CABLES HAVE SECTOR STRIPE ONLY.											
POWER CABLES TO RRHs											
LOW-BAND HHR POWER CABLES HAVE SECTOR STRIPE ONLY.											
RET MOTORS AT ANTENNAS											
RET CONTROL IS HANDLED BY THE MID-BAND RRH WHEN ONE SET OF RET PORTS EXIST ON ANTENNA.											
SEPARATE RET CABLES ARE USED WHEN ANTENNA PORTS PROVIDE INPUTS FOR BOTH LOW AND MID BANDS.											
MICROWAVE RADIO LINKS											
LINKS WILL HAVE A 1.5-2 INCH WHITE WRAP WITH THE AZIMUTH COLOR OVERLAPPING IN THE MIDDLE.											
ADD ADDITIONAL SECTOR COLOR BANDS FOR EACH ADDITIONAL MW RADIO.											
MICROWAVE CABLES WILL REQUIRE P-TOUCH LABELS INSIDE THE CABINET TO IDENTIFY THE LOCAL AND REMOTE SITE ID's.											

RF CABLE COLOR CODES

1



COLOR IDENTIFIER

2

NOT USED

3

NOT USED

4

dish
wireless.

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RFDS REV # 1

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A&E PROJECT NUMBER
54577

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
RF
CABLE COLOR CODES

SHEET NUMBER

RF-1

1

EXOTHERMIC CONNECTION	●
MECHANICAL CONNECTION	■
BUS BAR INSULATOR	▲
CHEMICAL ELECTROLYTIC GROUNDING SYSTEM	⊕
TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM	⊕ T
EXOTHERMIC WITH INSPECTION SLEEVE	⊕
GROUNDING BAR	—
GROUND ROD	⊕
TEST GROUND ROD WITH INSPECTION SLEEVE	⊕ T
SINGLE POLE SWITCH	⊕
DUPLEX RECEPTACLE	⊕
DUPLEX GFCI RECEPTACLE	⊕
FLUORESCENT LIGHTING FIXTURE (2) TWO LAMPS 48-T8	F
SMOKE DETECTION (DC)	SO
EMERGENCY LIGHTING (DC)	□
SECURITY LIGHT W/PHOTOCELL LITHONIA ALXW LED-1-25A400/51K-SR4-120-PE-DOBTD	□
CHAIN LINK FENCE	— X — X — X — X —
WOOD/WROUGHT IRON FENCE	— — — — —
WALL STRUCTURE	— — — — —
LEASE AREA	— — — — —
PROPERTY LINE (PL)	— — — — —
SETBACKS	— — — — —
ICE BRIDGE	— — — — —
CABLE TRAY	— — — — —
WATER LINE	— W — W — W — W — W —
UNDERGROUND POWER	— UGP — UGP — UGP — UGP — UGP —
UNDERGROUND TELCO	— UGT — UGT — UGT — UGT — UGT —
OVERHEAD POWER	— OHP — OHP — OHP — OHP — OHP —
OVERHEAD TELCO	— OHT — OHT — OHT — OHT — OHT —
UNDERGROUND TELCO/POWER	— UGT/P — UGT/P — UGT/P — UGT/P — UGT/P —
ABOVE GROUND POWER	— AGP — AGP — AGP — AGP — AGP —
ABOVE GROUND TELCO	— AGT — AGT — AGT — AGT — AGT —
ABOVE GROUND TELCO/POWER	— AGT/P — AGT/P — AGT/P — AGT/P — AGT/P —
WORKPOINT	W.P.
SECTION REFERENCE	XX X-X
DETAIL REFERENCE	XX X-X

LEGEND

AB	ANCHOR BOLT	IN	INCH
ABV	ABOVE	INT	INTERIOR
AC	ALTERNATING CURRENT	LB(S)	POUND(S)
ADOL	ADDITIONAL	LF	LINEAR FEET
AFT	ABOVE FINISHED FLOOR	LTE	LONG TERM EVOLUTION
AFG	ABOVE FINISHED GRADE	MAS	MASONRY
AGL	ABOVE GROUND LEVEL	MAX	MAXIMUM
ANC	ANCHOAGE INTERRUPTION CAPACITY	MB	MACHINE BOLT
ALUM	ALUMINUM	MECH	MECHANICAL
ALT	ALTERNATE	MFR	MANUFACTURER
ANT	ANTENNA	MCB	MASTER GROUND BAR
APPROX	APPROXIMATE	MIN	MINIMUM
ARCH	ARCHITECTURAL	MISC	MISCELLANEOUS
ATS	AUTOMATIC TRANSFER SWITCH	MTL	METAL
AWG	AMERICAN WIRE GAUGE	MTS	MANUAL TRANSFER SWITCH
BATT	BATTERY	MW	MICROWAVE
BLDG	BUILDING	NEC	NATIONAL ELECTRIC CODE
BLK	BLOCK	NM	NEWTON METERS
BLKG	BLOCKING	NO.	NUMBER
BM	BEAM	#	NUMBER
BTC	BARE TINNED COPPER CONDUCTOR	NTS	NOT TO SCALE
BOF	BOTTOM OF FOOTING	OC	ON-CENTER
CAB	CABINET	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
CANT	CANTILEVERED	OPNG	OPENING
CLG	CILING	P/C	PRECAST CONCRETE
CLR	CLEAR	PCS	PERSONAL COMMUNICATION SERVICES
COL	COLUMN	PCU	PRIMARY CONTROL UNIT
COMM	COMMON	PRC	PRIMARY RADIO CABINET
CONC	CONCRETE	PP	POLARIZING PRESERVING
CONSTR	CONSTRUCTION	PSF	POUNDS PER SQUARE FOOT
DBL	DOUBLE	PSI	POUNDS PER SQUARE INCH
DC	DIRECT CURRENT	PT	PRESSURE TREATED
DEPT	DEPARTMENT	PWR	POWER CABINET
DF	DOUGLAS FIR	QTY	QUANTITY
DIA	DIAMETER	RAD	RADIUS
DIAG	DIAGONAL	RECT	RECTIFIER
DM	DIMENSION	REF	REFERENCE
DWG	DRAWING	REIN	REINFORCEMENT
DWL	DOWEL	REQ'D	REQUIRED
EA	EACH	RET	REMOTE ELECTRIC TILT
EC	ELECTRICAL CONDUCTOR	RF	RADIO FREQUENCY
EL	ELEVATION	RMC	RIGID METALLIC CONDUIT
ELEC	ELECTRICAL	RRH	REMOTE RADIO HEAD
EMT	ELECTRICAL METALLIC TUBING	RRU	REMOTE RADIO UNIT
ENG	ENGINEER	RWY	RACEWAY
EQ	EQUAL	SCH	SCHEDULE
EXP	EXPANSION	SHT	SHEET
EXT	EXTERIOR	SIAD	SMART INTEGRATED ACCESS DEVICE
EW	EACH WAY	SN	SIMILAR
FAB	FABRICATION	SPEC	SPECIFICATION
FF	FINISH FLOOR	SQ	SQUARE
FG	FINISH GRADE	SS	STAINLESS STEEL
FI	FACILITY INTERFACE FRAME	STD	STANDARD
FIN	FINISH(ED)	STL	STEEL
FLR	FLOOR	TEMP	TEMPORARY
FOH	FOUNDATION	THK	THICKNESS
FOC	FACE OF CONCRETE	TMA	TOWER MOUNTED AMPIFIER
FOF	FACE OF MASONRY	TN	TOE NAIL
FOS	FACE OF STUD	TOA	TOP OF ANTENNA
FOW	FACE OF WALL	TOC	TOP OF CURB
FS	FINISH SURFACE	TOF	TOP OF FOUNDATION
FT	FOOT	TOP	TOP OF PLATE (PARAPET)
FTG	FOOTING	TOS	TOP OF STEEL
GA	GAUGE	TOW	TOP OF WALL
GEN	GENERATOR	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	TYP	TYPICAL
GLB	GLUE LAMINATED BEAM	UG	UNDERGROUND
GLV	GALVANIZED	UL	UNDERWATERS LABORATORY
GPS	GLOBAL POSITIONING SYSTEM	UNO	UNLESS NOTED OTHERWISE
GND	GROUND	UNITS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
GSM	GLOBAL SYSTEM FOR MOBILE	UPS	UNINTERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
HOG	HOT DIPPED GALVANIZED	VP	VERIFIED IN FIELD
HOR	HEADER	W	WIDE
HGR	HANGER	W/	WITH
HVAC	HEAT/VENTILATION/AIR CONDITIONING	WO	WOOD
HT	HIGHT	WP	WEATHERPROOF
IGR	INTERIOR GROUND RING	WT	WEIGHT

ABBREVIATIONS



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March 23, 2022

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TDD	CLR	MJC

RFDS REV #: 1

CONSTRUCTION DOCUMENTS

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DISH WIRELESS, L.L.C.
PROJECT INFORMATION

MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
LEGEND AND ABBREVIATIONS

SHEET NUMBER
GN-1

SIGN TYPES		
TYPE	COLOR	COLOR CODE PURPOSE
INFORMATION	GREEN	"INFORMATIONAL SIGN" TO NOTIFY OTHERS OF SITE OWNERSHIP & CONTACT NUMBER AND POTENTIAL RF EXPOSURE.
NOTICE	BLUE	"NOTICE BEYOND THIS POINT" RF FIELDS BEYOND THIS POINT MAY EXCEED THE FCC GENERAL PUBLIC EXPOSURE LIMIT. OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS. IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(b).
CAUTION	YELLOW	"CAUTION BEYOND THIS POINT" RF FIELDS BEYOND THIS POINT MAY EXCEED THE FCC GENERAL PUBLIC EXPOSURE LIMIT. OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS. IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(b).
WARNING	ORANGE/RED	"WARNING BEYOND THIS POINT" RF FIELDS AT THIS SITE EXCEED FCC RULES FOR HUMAN EXPOSURE. FAILURE TO OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS COULD RESULT IN SERIOUS INJURY. IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(b).

SIGN PLACEMENT:

- RF SIGNAGE PLACEMENT SHALL FOLLOW THE RECOMMENDATIONS OF AN EXISTING EME REPORT, CREATED BY A THIRD PARTY PREVIOUSLY AUTHORIZED BY DISH Wireless L.L.C.
- INFORMATION SIGN (GREEN) SHALL BE LOCATED ON EXISTING DISH Wireless L.L.C. EQUIPMENT.
A) IF THE INFORMATION SIGN IS A STICKER, IT SHALL BE PLACED ON EXISTING DISH Wireless L.L.C. EQUIPMENT CABINET.
B) IF THE INFORMATION SIGN IS A METAL SIGN IT SHALL BE PLACED ON EXISTING DISH Wireless L.L.C. H-FRAME WITH A SECURE ATTACH METHOD.
- IF EME REPORT IS NOT AVAILABLE AT THE TIME OF CREATION OF CONSTRUCTION DOCUMENTS, PLEASE CONTACT DISH Wireless L.L.C. CONSTRUCTION MANAGER FOR FURTHER INSTRUCTION ON HOW TO PROCEED.

NOTES:

1. FOR DISH Wireless L.L.C. LOGO, SEE DISH Wireless L.L.C. DESIGN SPECIFICATIONS (PROVIDED BY DISH Wireless L.L.C.)
2. SITE ID SHALL BE APPLIED TO SIGNS USING "LASER ENGRAVING" OR ANY OTHER WEATHER RESISTANT METHOD (DISH Wireless L.L.C. APPROVAL REQUIRED)
3. TEXT FOR SIGNAGE SHALL INDICATE CORRECT SITE NAME AND NUMBER AS PER DISH Wireless L.L.C. CONSTRUCTION MANAGER RECOMMENDATIONS.
4. CABINET/SHELTER MOUNTING APPLICATION REQUIRES ANOTHER PLATE APPLIED TO THE FACE OF THE CABINET WITH WATER PROOF POLYURETHANE ADHESIVE
5. ALL SIGNS WILL BE SECURED WITH EITHER STAINLESS STEEL ZIP TIES OR STAINLESS STEEL TECH SCREWS
6. ALL SIGNS TO BE 8.5"x11" AND MADE WITH 0.04" OF ALUMINUM MATERIAL

INFORMATION

This is an access point to an area with transmitting antennas.

Obey all signs and barriers beyond this point.
Call the DISH Wireless L.L.C. NOC at 1-866-624-6874

Site ID: _____



THIS SIGN IS FOR REFERENCE PURPOSES ONLY

NOTICE



Transmitting Antenna(s)

Radio frequency fields beyond this point **MAY EXCEED** the FCC Occupational exposure limit.

Obey all posted signs and site guidelines for working in radio frequency environments.

Call the DISH Wireless L.L.C. NOC at 1-866-624-6874 prior to working beyond this point.

Site ID: _____

THIS SIGN IS FOR REFERENCE PURPOSES ONLY

CAUTION



Transmitting Antenna(s)

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Site ID: _____

THIS SIGN IS FOR REFERENCE PURPOSES ONLY

WARNING



Transmitting Antenna(s)

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Call the DISH Wireless L.L.C. NOC at 1-866-624-6874 prior to working beyond this point.

Site ID: _____

THIS SIGN IS FOR REFERENCE PURPOSES ONLY

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TOWER ENGINEERING PROFESSIONALS
326 TRYON RD. RALEIGH, NC 27603
OFFICE: (919) 661-6351
FL CO# 31011



March 23, 2022
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

TDD CLR MJC

RFDs REV #: 1

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	12-01-21	PRELIMINARY
0	03-10-22	CONSTRUCTION
1	03-15-22	CONSTRUCTION

A&E PROJECT NUMBER
54577

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
RF SIGNAGE

SHEET NUMBER
GN-2

RF SIGNAGE

SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED - NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH WIRELESS, L.L.C. AND TOWER OWNER NOC & THE DISH WIRELESS, L.L.C. AND TOWER OWNER CONSTRUCTION MANAGER.
2. "LOOK UP" - DISH WIRELESS, L.L.C. AND TOWER OWNER SAFETY CLIMB REQUIREMENT:
THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR DISH WIRELESS, L.L.C. AND DISH WIRELESS, L.L.C. AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND DISH WIRELESS, L.L.C. AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA-322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH DISH WIRELESS, L.L.C. AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH WIRELESS, L.L.C. AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/TIA-1019-A-2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH WIRELESS, L.L.C. AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH WIRELESS, L.L.C. AND TOWER OWNER, AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:

CONTRACTOR: GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION

CARRIER: DISH WIRELESS, L.L.C.

TOWER OWNER: TOWER OWNER

2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.

3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.

4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.

5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.

6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.

7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.

11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.

12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH WIRELESS, L.L.C. AND TOWER OWNER

13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

dish
wireless.

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LITTLETON, CO 80120



TOWER ENGINEERING PROFESSIONALS
326 TRITON RD. RALEIGH, NC 27603
OFFICE: (919) 661-6351
FL CON# 31011



March 15, 2022
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:
TOD CLR MJC

RFD5 REV # 1

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	12-01-21	PRELIMINARY
B	05-10-22	CONSTRUCTION
1	05-15-22	CONSTRUCTION

A&E PROJECT NUMBER
54577

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-3

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'_c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES, AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (f_y) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
#4 BARS AND SMALLER 40 ksi
#5 BARS AND LARGER 60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
 - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER:
 - #6 BARS AND LARGER 2"
 - #5 BARS AND SMALLER 1-1/2"
 - CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
 - SLAB AND WALLS 3/4"
 - BEAMS AND COLUMNS 1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE, CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. TIE WRAPS ARE NOT ALLOWED.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

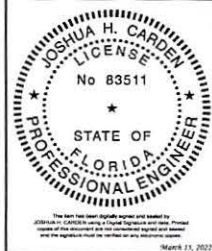
16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECIMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH WIRELESS, L.L.C., AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "DISH WIRELESS, L.L.C.".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TOWER ENGINEERING PROFESSIONALS
326 TRYON RD. RALEIGH, NC 27603
OFFICE: (919) 661-6351
FL. CO.# 31011



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DRAWN BY:	CHECKED BY:	APPROVED BY:
TOD	CLR	MJC
RFDS REV #:		

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	12-01-21	PRELIMINARY
B	03-10-22	CONSTRUCTION
1	03-15-22	CONSTRUCTION

A&E PROJECT NUMBER
54577

DISH WIRELESS, L.L.C.
PROJECT INFORMATION

MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-4

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS. THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BITS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BITS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BITS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM. THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY). DO NOT ATTACH GROUNDING TO FIRE SPRINKLER SYSTEM PIPES.

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



TOWER ENGINEERING PROFESSIONALS
326 TRYON RD. RALEIGH, NC 27603
OFFICE: (919) 661-6351
FL CONF 31011



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DRAWN BY: TDD
CHECKED BY: CLR
APPROVED BY: MJC

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	12-01-21	PRELIMINARY
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A&E PROJECT NUMBER
54577

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
MIMIA00214A
300 NORTHEAST 2ND STREET
DEERFIELD BEACH, FL 33441

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-5

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Deerfield Beach

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **3**

Exemption from FATCA reporting code (if any) **C**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
150 NE 2nd Avenue

6 City, state, and ZIP code
Deerfield Beach, FL 33441

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

5 9 - 6 0 0 0 3 0 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *[Signature]* Date ► *01/24/2022*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1907

Agenda Date: 5/16/2023

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying an amendment to the 2021-2024 Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association (PMSA) to provide for cost of living increases, effective April 1, 2023, and October 1, 2023; authorizing the City Manager to take all actions necessary to implement the Amendment; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City Commission approved a three (3) year collective bargaining agreement between the City and the Professional Manager and Supervisors Association on September 13, 2021. The contract contained provisions to reopen in 2022 and 2023 on Article 24: Compensation, Section 1: Cost of Living Adjustments. Article 24 of the CBA contains reopener provisions wherein the parties are obligated to negotiate a cost-of-living-adjustment (COLA) for the second and third year of the CBA, provided the CPI-U for those two years exceeds 3%. The parties previously negotiated a COLA for FY 2022-23 (year 2) and agreed to collectively bargain a COLA for FY 2023-24 (year 3).

Current Activity

The City and PMSA reopened the collective bargaining agreement for Article 24 in April 2023. The City and PMSA tentatively agreed to changes to the cost of living adjustment, pending the vote. The City and the Union have agreed to the City's implementation strategy of the recently completed pay and classification study recommendations consisting of two (2) phases. The first phase consists of a three percent (3%) COLA, which will be retroactively effective April 1, 2023. The second phase consists of a three percent (3%) COLA, which will be effective October 1, 2023. In the event the City Commission accepts the recommendation and approves the reopener agreement, the collective bargaining process for this CBA shall be deemed concluded.

NOTE: The City also implemented market and equity adjustments to eligible classifications pursuant to the pay and classification study. Any employee whose current salary level is below the minimum level of the assigned pay grade will receive an additional adjustment to bring them up to the minimum of grade as proposed in the study. In addition, those individual employees whose current salary was identified as inequitable by the study will receive an additional adjustment to get them to the current market rate. The minimum and equity adjustments will not be given to every employee. The Union was notified of the adjustments and raised no impact bargaining concerns.

PMSA has scheduled ratification of the proposal among its members on May 15th, 2023 and the results should be available prior to the Commission meeting. It is recommended that the City Commission approve the proposed agreement with PMSA, subject to ratification by their members.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING AN AMENDMENT TO THE 2021-2024 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION (PMSA) TO PROVIDE FOR COST OF LIVING INCREASES, EFFECTIVE APRIL 1, 2023, AND OCTOBER 1, 2023; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and the Professional Managers and Supervisors Association (“PMSA”) (collectively, the “Parties”) are subject to a Collective Bargaining Agreement (“CBA”) that is in effect from October 1, 2021 through September 30, 2024, which sets forth the terms and conditions of employment for the bargaining unit comprised of the City’s supervisory employees; and

WHEREAS, Article 24 of the CBA provides a reopener for cost of living adjustments for the second year of the CBA that covers the period from October 1, 2022 to September 30, 2023; and

WHEREAS, PMSA and the City agreed to reopen Article 24 of the CBA to discuss increases to wages for eligible positions; and

WHEREAS, the Parties thereafter met and negotiated in good faith; and

WHEREAS, as a result of these meetings, the Parties agreed, subject to City Commission and PMSA ratification, that all PMSA bargaining unit employees will receive a three percent (3%) cost of living increase to their respective base hourly rates, effective April 1, 2023, and an additional three percent (3%) cost of living increase, effective October 1, 2023, (collectively, the “COLA Increases”) consistent with the pay and class study recommendations; and;

WHEREAS, the City desires to ratify the amendment to Article 24 of the CBA to provide for the COLA Increases, as set forth in the attached Exhibit “A”, (the “CBA Amendment”) which is hereby incorporated into this Resolution by this reference; and

WHEREAS, by a vote conducted on May 15, 2023, the bargaining unit represented by PMSA ratified the CBA Amendment; and

WHEREAS, the attached CBA Amendment must be approved by the City Commission to complete the collective bargaining process pursuant to Chapter 447, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The CBA Amendment, attached and incorporated herein as Exhibit “A”, providing for the COLA Increases, is hereby approved and incorporated into the CBA.

Section 3. The City Manager is authorized to take any and all actions necessary to implement the CBA Amendment, including but not limited to execution of the CBA Amendment and any other documents necessary for implementation.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

LMG

PMSA

MRC

City

Article 24 - Compensation**Section 1 - Cost of Living Adjustments**

Effective October 1, 2021, all bargaining unit employees shall be receive a 4.0% cost living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification.

Effective October 1, 2022, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, PMSA reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2022 and the related negotiations must conclude no later than August 1, 2022. The parties shall meet on a regular basis during the reopening period.

Effective April 1, 2023, all bargaining unit employees shall receive a 3% cost of living adjustment ("COLA" to their respective base hourly rates.

~~Effective October 1, 2023, all bargaining unit employees shall receive a 3% cost of living adjustment ("COLA" to their respective base hourly rates. cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2023, PMSA reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2023 and the related negotiations must conclude no later than August 1, 2023. The parties shall meet on a regular basis during the reopening period.~~

Section 2 - Merit Pay

Effective each October 1 through the duration of this Agreement, all bargaining unit employees shall be eligible for merit pay of up to 3% based on performance, but not to exceed the maximum of their pay classifications. The amount of merit-based pay will be based on the employee performance evaluation form in Appendix G, except that all bargaining unit employees shall receive a minimum of 1% for the first year of the Agreement as a ratification bonus.

Section 3 - Shift Differential



Memorandum

TO: David Santucci, City Manager 

FROM: Karen Belle-Pierre, Assistant Director of Human Resources

DATE: May 12, 2023

RE: Collective Bargaining Agreement – PMSA Reopener

RECOMMENDATION

The purpose of this item is to recommend that the City Commission adopt the enclosed resolution, which authorizes and approves the ratification of the tentatively agreed-to reopener provisions of the Collective Bargaining Agreement ("CBA") between the City of Deerfield Beach (the "City") and the Professional Manager and Supervisors Association ("Union").

Article 24 of the CBA contains reopener provisions wherein the parties are obligated to negotiate a cost-of-living-adjustment (COLA) for the second and third year of the CBA, provided the CPI-U for those two years exceeds 3%. The parties previously negotiated a COLA for FY 2022-23 (year 2) and agreed to collectively bargain a COLA for FY 2023-24 (year 3). The City and the Union have agreed to the City's implementation strategy of the recently completed pay and classification study recommendations consisting of two (2) phases. The first phase consists of a three percent (3%) COLA, which will be retroactively effective April 1, 2023. The second phase consists of a three percent (3%) COLA, which will be effective October 1, 2023. In the event the City Commission accepts the recommendation and approves the reopener agreement, the collective bargaining process for this CBA shall be deemed concluded. **NOTE:** The City also implemented market and equity adjustments to eligible classifications pursuant to the pay and classification study. Any employee whose current salary level is below the minimum level of the assigned pay grade, will receive an additional adjustment to bring them up to the minimum of grade as proposed in the study. In addition, those individual employees whose current salary identified as inequitable by the study, will receive an additional adjustment to get them to the current market rate. The minimum equity adjustments will not be given to every employee. The Union was notified of the adjustments and raised no impact bargaining concerns.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1812

Agenda Date: 5/16/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Revocable License Agreement with 1500 SE 3rd Ct, LLC for public outdoor seating and public space adjacent to the property located at 1500 SE 3rd Court, Deerfield Beach, Florida; authorizing execution of the First Amendment; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant has submitted a proposed minor revision to amend the site plan to increase the west side lawn within the City right-of-way. A decorative rail fence will continue from the north along the west to a stairway leading to the public sidewalk. The applicant will be responsible for improving the sidewalk and curb along SE 15th Avenue. The interior of the west side lawn will be decorative pavers and landscaping.

In order to have the minor revision approved, the applicant must amend the Revocable License Agreement. This agreement, which was approved by the City Commission on February 19, 2019, via Reso No. 2019/011, consists of conditions that will be assured to the City of Deerfield Beach for maintenance of the street furniture, outdoor seating and associated improvements within the City right-of-way to the north of the property. The existing conditions include off-site improvements, provisions for parking, maintenance and a prohibition on leisurely activities (including but not limited to games) from being conducted in the outdoor space on the west side of the property after 8 pm.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE REVOCABLE LICENSE AGREEMENT WITH 1500 SE 3RD CT, LLC FOR PUBLIC OUTDOOR SEATING AND PUBLIC SPACE ADJACENT TO THE PROPERTY LOCATED AT 1500 SE 3RD COURT, DEERFIELD BEACH, FLORIDA; AUTHORIZING EXECUTION OF THE FIRST AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 15, 2019, the City Commission approved Site Plan Application No. 18-COD-7 from 1500 SE 3rd Ct., LLC (the “Licensee”), which sought site plan approval for interior and exterior façade renovations to the then existing vacant two story building, landscape improvements, removal of on street parking spaces and the addition of a dumpster enclosure on the property located at 1500 SE 3rd Court, Deerfield Beach, Florida (the “Property”); and

WHEREAS, the proposed uses for the Property include a restaurant/brewery on the first floor and office/retail on the second floor; and

WHEREAS, the Site Plan approval for the Property was subject to a condition that the Applicant submit an executed revocable license agreement to the City that satisfies the requirements of Section 98-53(B)(j) of the City Land Development Code for the public outdoor seating; and

WHEREAS, on February 19, 2019, the City Commission approved a Revocable License Agreement with the Licensee for public outdoor seating to be maintained by the Applicant pursuant to Section 98-53B(j) of the City Land Development Code (the “License Agreement”); and

WHEREAS, the Licensee is in the process of completing construction of the improvements on the Property, and has submitted Site Plan Application # 18-COD-7 (Revision 3) to allow for the expansion of the public space immediately adjacent to the west side of the Property to install a decorative rail fence and improvements to the sidewalk and curbing along SE 15th Avenue, and decorative pavers and landscaping within the interior of the West side lawn area of the Property and public space adjacent to the Property, as more particularly described in the First Amendment (the “Public Space Expansion”); and

WHEREAS, Licensee now seeks to amend the License Agreement to allow for the expansion of the Public Space on the west side of the Property; and

WHEREAS, the City and the Licensee have negotiated a First Amendment to the License Agreement, attached as Exhibit “1”, (the “First Amendment”) to provide for the Public Space Expansion under the same terms and conditions as the Public Space set forth in the original License Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the First Amendment to the License Agreement with Licensee, attached as Exhibit “1,” to provide for the Public Space Expansion under the same terms and conditions set forth in the original License Agreement.

Section 3. The City Manager is authorized to execute the First Amendment, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Return to: (enclose self-addressed stamped envelope)

Name: Christina Bilenki, Esq.

Address:

Dunay, Miskel & Backman, LLP
14 S.E. 4th Street, Ste. 36
Boca Raton, Florida 33432

This Instrument Prepared by:

Christina Bilenki, Esq.
Dunay, Miskel & Backman, LLP
14 S.E. 4th Street, Ste. 36
Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO THE REVOCABLE LICENSE AGREEMENT ("Amendment") is made and entered into this _____ day of _____, 2023, by and between 1500 SE 3RD CT LLC, a Florida limited liability company, with an address at 980 N. Federal Highway, its heirs, successors, grantees and assigns (collectively, the "Licensee"), and the CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida, with an address at 150 NW 2nd Avenue, Deerfield Beach, Florida, 33441("City") (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Licensee is the fee simple owner of the 0.369 acre parcel of land located at 1500 SE 3rd Court, Deerfield Beach, FL 33441 and as legally described on the attached **Exhibit "A"** (the "Property"); and

WHEREAS, the Property is located within the City's Cove Overlay Zoning District; and

WHEREAS, Licensee and City entered into that certain Revocable License Agreement on February 19, 2019, as approved by the City Commission through Resolution No. 2019/012, (“Agreement”) which granted a revocable license to use certain portions of the public space immediately adjacent to the Property (the “Public Space”) for the purpose of installing street furniture and related support structures, which includes installation of a new concrete platform, and re-grading the Public Space so it is aligned with the existing pavement elevation, extending and modifying gutters, adding new curbing and ADA accessible ramps, and installation of railings, guardrails, pavers canopies and awnings with support columns (collectively, the “Public Space Improvements”) adjacent to the proposed restaurant and brewery; and

WHEREAS, Licensee has submitted Site Plan Application # 18-COD-7 (Revision 3) to allow for the expansion of the Public Space immediately adjacent to the west side of the Property to install a decorative rail fence and improvements to the sidewalk and curbing along SE 15th Avenue, and decorative pavers and landscaping within the interior of the West side lawn area of the Property and Public Space adjacent to the Property; and

WHEREAS, Licensee now seeks to amend the Agreement to allow for the expansion of the Public Space on the west side of the Property; and

WHEREAS, by entering into this Amendment and complying the Agreement terms, Licensee has met the requirements of Section 98-53(B)(j) for a revocable license; and

WHEREAS, Licensee acknowledges and agrees that the use of the Public Space by Licensee for the purposes provided for herein shall not interfere with the rights enjoyed by the public and shall be without cost to the City or the public; and

WHEREAS, Licensee acknowledges and agrees that Licensee shall not at any time make any claim of abandonment or challenge any right to the City’s or public’s interest in the Public

Space and, by signing this Amendment, Licensee hereby forever disclaims any and all rights to make such claims or challenges; and

WHEREAS, the City Commission has determined the use by Licensee for the purposes as provided herein and the Agreement, and in accordance with all applicable law and the terms of this Amendment and the Agreement, is a public use and contemplated for proper public purposes, as the improvements are being furnished for the benefit of the public, the public at large is permitted to use the tables, furnishings and enjoy the improvements, the improvements further the stated purpose of enhancing opportunities to create an entertainment district, and they will enable the significant improvement of an abandoned and blighted building; and

WHEREAS, subject to the Licensee's obligations as set forth herein and in the Agreement, the City will maintain dominion and control over the Public Space and all rights granted through the dedication on the applicable plat shall continue to remain in the City.

NOW, THEREFORE, for and in consideration of mutual benefits and the public interest and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The above "Whereas" clauses are true and correct and specifically incorporated herein.
2. Exhibit "B" of the Agreement detailing the Public Space subject to the Agreement is hereby repealed and replaced with Exhibit "B" attached hereto.
3. Exhibit "C" of the Agreement, which includes the Site Plan, detailing the Public Space Improvements is hereby repealed and replaced with Exhibit "C" attached hereto.
4. Licensee acknowledges and agrees that the terms and conditions of the Agreement pertaining to required maintenance, bonding, liability and costs in operation, installation and

maintenance of the Public Space Improvements, insurance requirements, assumption of risk, remedies for any violation of the Agreement and all other terms and conditions of the Agreement shall remain in full force and effect, and carry over and apply to the Public Space as expanded by this Amendment, and shall apply to the Public Space Improvements referenced in the Agreement and Exhibit “C” attached hereto.

5. Except as specifically modified by this Amendment, all terms and conditions of the Agreement remain in full force and effect and Licensee agrees to comply with all such terms and conditions.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

REVOCABLE LICENSE AGREEMENT

CITY:

WITNESS – PRINT NAME

Bill Ganz, Mayor

Date:

WITNESS – PRINT NAME

David Santucci, City Manager

Date:

ATTEST:

Approved as to form and legal sufficiency for the
use of and reliance by the City of Deerfield Beach
only:

Samantha Gillyard
City Clerk

Anthony Soroka, City Attorney

Date: _____

Date: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Bill Ganz, as Mayor of the City of Deerfield Beach, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary Public

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization , by David Santucci, as City Manager of the City of Deerfield Beach, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary Public

REVOCABLE LICENSE AGREEMENT

LICENSEE:

1500 SE 3RD CT LLC

WITNESSES:

Print name:_____

Print name:_____

By:_____

Print Name: John D. Whelchel

Title: Manager

_____ day of _____, 2023

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by John D. Whelchel, the manager of LICENSEE, freely and voluntarily under authority duly vested in him/her by said company. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF LICENSEE'S PROPERTY

Lots 15, 16 and 17, THE COVE, according to the plat or map thereof as recorded in Plat Book 32, Page 48 of the Public Records of Broward County, Florida.

Said lands situate in the City of Deerfield Beach, Broward County, Florida and containing 16,082 square feet (0.369 acres) more or less.

EXHIBIT “B”

PUBLIC SPACE

EXHIBIT “C”

SITE PLAN

EXHIBIT B - PUBLIC SPACES



MUMMAW

ASSOCIATES, INC

ARCHITECTURE
INTERIOR DESIGN
ZONING & ENTITLEMENTS
CONSTRUCTION MANAGEMENT

4730 NW Boca Raton Blvd Suite 101
Boca Raton, FL 33431
P: 561-361-0375 • F: 561-361-0978

AR# 92310 • CGC# 55122



Digitally signed by Douglas A.
Mummau AR 92310
DN: cn=Douglas A Mummau A.R.
92310, o=Mummau and
Associates, Inc., ou=Architecture,
email=dam@mummau.com,
c=US
Date: 2021.05.21 10:14:50 -0400

ARCHITECTURAL SEAL

DOUGLAS A. MUMMAU - AIA, NCARB
FLORIDA RA 92310
GEORGIA RA 011649
PENNSYLVANIA RA 405601

1500 COVE
BUILDING

1500 SE 3RD CT
DEERFIELD BEACH
FL 33441

CONSTRUCTION
DOCUMENT

PROJECT NO: 1118-C

PUBLISH DATE: 05-20-2021

PERMIT NO: 18-COD-7

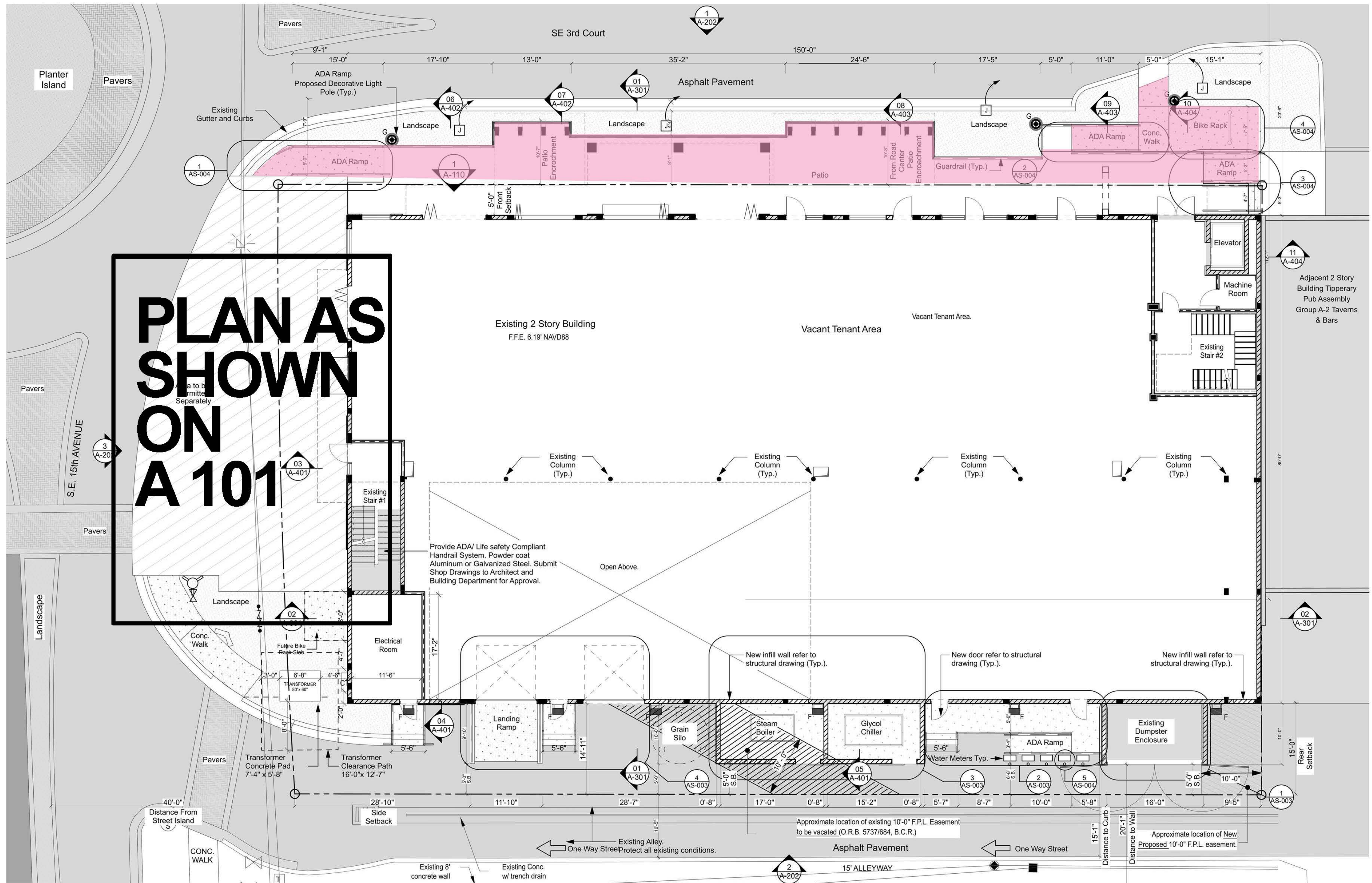
REVISIONS:

Revision ID	Transmittal Set Name	Date

SHEET TITLE

Proposed Site Plan

AS-002



1 Proposed Architectural Site Plan
SCALE: 1/8" = 1'-0"



SITE PLAN NOTES

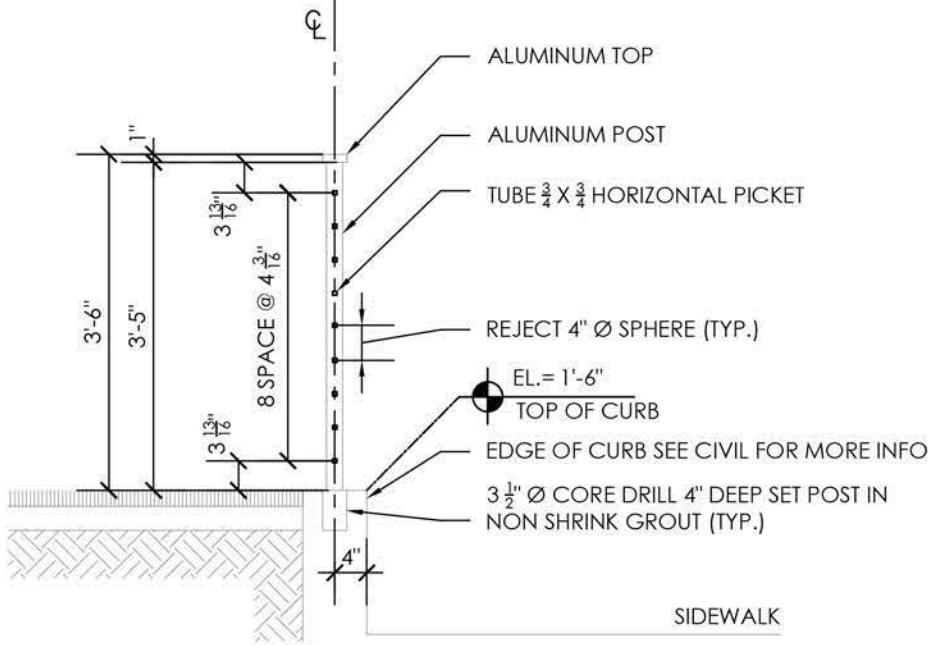
1. BOUNDARY INFORMATION TAKEN FROM PLAN DATED 08/23/2018 AVIROM & ASSOCIATES, INC.
2. TYPE OF CONSTRUCTION: CLASS II, UNPROTECTED, MIXED USE EXISTING OCCUPANCY PER 2020 FLORIDA BUILDING CODE.
3. SEE LANDSCAPE DRAWINGS BY LANDSCAPE ENGINEER.(SLOPE DRAINAGE TO LANDSCAPE AREAS)
4. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES. ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE SUBJECT UTILITY. CALL "SUNSHINE" (1-800-432-4770) 48 HOURS BEFORE YOU DIG.
5. ALL MUCK UNDER THE PROPOSED DRIVEWAY SHALL BE REMOVED AND REPLACED WITH COMPACTED ACCEPTABLE FILL IN ONE FOOT LIFTS TO 98 PERCENT DENSITY.
6. ALL MATERIAL, INSTALLATION, TESTING AND SPECIFICATIONS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DELRAY BEACH STANDARDS AND THE GOVERNING, PERMITTING AND LICENSING AGENCIES WHERE APPLICABLE.
7. ALL UNDERGROUND UTILITIES AND DRAINAGE IS TO BE INSTALLED BEFORE SUBGRADE IS CONSTRUCTED.
8. ALL DRAINAGE PIPE IF USED SHALL BE CORRUGATED POLYETHYLENE PIPE UNLESS OTHERWISE SPECIFIED.
9. ALL ELEVATIONS REFER TO NAVD NORTH AMERICAN VERTICAL DATUM OF 1988.
10. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. ALL INSTALLATIONS SHALL BE MADE IN SUCH A MANNER AS NOT TO INTERFERE WITH EXISTING OR NEW UTILITIES, DRAINAGE, OR ROADWAY CONSTRUCTION.
11. BENCHMARK ELEVATION TO BE ESTABLISHED PRIOR TO FINAL INSPECTION OF THE DRAINAGE SYSTEM.
12. LOCATION OF EXISTING UNDERGROUND UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION AND DEPTH OF ALL PERTINENT UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
13. EXCAVATION SHALL BE SLOPED OR OTHERWISE SUPPORTED IN A SAFE MANNER IN ACCORDANCE WITH APPLICABLE STATE SAFETY REQUIREMENTS OF OSHA SAFETY AND HEALTH STANDARD FOR CONSTRUCTION (29 CFR 1926)
14. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING: STORM MANHOLES, CATCHBASINS, FIRE HYDRANTS, VALVES, PIPE MATERIAL AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS, IF REQUIRED.
15. UPON COMPLETION OF EACH SECTION OF DRAINAGE SYSTEM, THE SECTION IS TO BE CLEANED AND INSPECTED. INSPECTION SHALL BE PERFORMED BY LAMPING EACH SECTION BETWEEN STRUCTURES. EXAMINATION FROM EITHER END, SHALL SHOW A FULL CIRCLE OF LIGHT. ALL REPAIRS SHOWN NECESSARY BY THE INSPECTION ARE TO BE MADE: COLLAPSED PIP REPLACED, ALL DEPOSITS REMOVED AND THE DRAIN LINE LEFT TRUE TO LINE AND GRADE. ENTIRELY CLEAN AND READY TO USE.
16. RECORD INFORMATION (AS-BUILTS) CERTIFIED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA SHALL BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO FINAL ACCEPTANCE OF THE SYSTEM.
17. A CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED UNTIL THE AHJ DETERMINES THAT THE BUILDING IS IN COMPLIANCE WITH SECTION 1118 (TWO WAY RADIO ENHANCEMENT SYSTEM) WITH BROWARD COUNTY LOCAL AMENDMENTS TO THE FLORIDA FIRE PREVENTION CODE 7 TH ED., NFPA 1-FIRE CODE, FLORIDA EDITION 2018, NFPA 101-LIFE SAFETY CODE, FLORIDA EDITION 2018.
18. PER SECTION 6-31 OF THE LAND DEVELOPMENT CODE, IT IS UNLAWFUL FOR ANY PERSON TO BE IN POSSESSION OF AN OPEN CONTAINER OF ALCOHOL IN A PUBLIC PLACE. A SIGN TO BE INSTALLED AT THE GATE AS A WARNING OF THIS VIOLATION.
19. ALL WORK IN PUBLIC RIGHT-OF-WAY SHALL BE DONE IN STRICT COMPLIANCE WITH THE RULES AND REGULATIONS OF THE CITY OF DEERFIELD BEACH CODE OF ORDINANCES, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, THE AMERICANS WITH DISABILITIES ACT, AASTHTO "GREEN BOOK", BROWARD COUNTY AND FDOT.

LEGAL DESCRIPTION

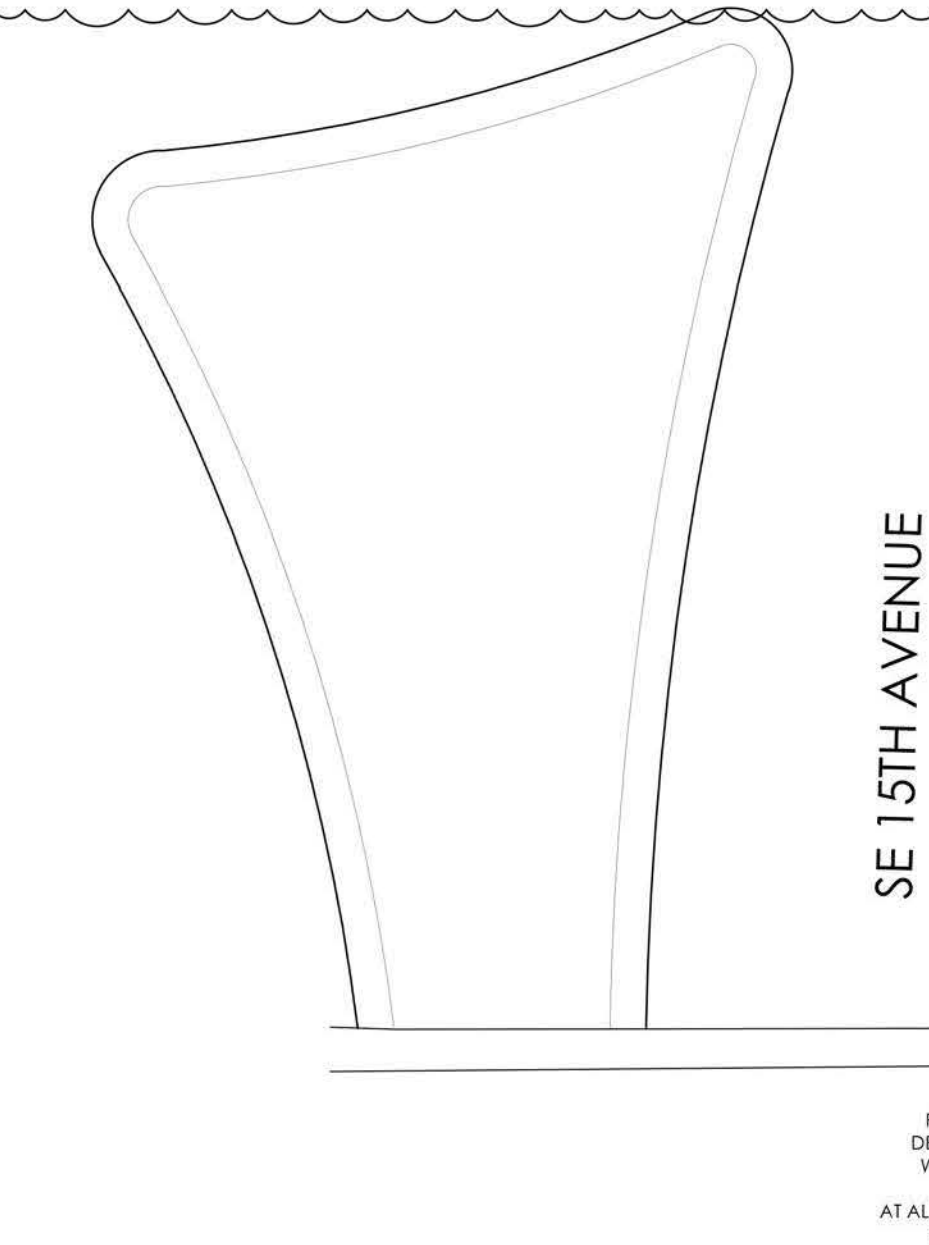
LOTS 15, 16 AND 17, THE COVE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 32, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FL.

SITE DATA		
	EXISTING	PROPOSED
EXISTING ZONING	COD; COMMERCIAL	
North	COD	
South	RM-15	
East	COD	
West	RM-15	
FLOOD ZONE		
TOTAL AREA OF SITE	16,082 SF	16,082 SF
BUILDINGS	12,285 SF	12,285 SF
IMPERVIOUS AREAS (INCL. PAVING)	2,934 SF	2,945 SF
LANDSCAPE AREAS	863 SF	852SF
LOT COVERAGE	94.63%	94.7%
BUILDING HEIGHT	31'-10" (TOWER)	
BUILDING SETBACKS		
(REAR)	15'	
(FRONT)	0'	
(SIDE)	0'	
(SIDE)	9'-7"	

2 METAL RAILING 1/4"= 1'-0"



3 METAL RAILING 1/2"= 1'-0"

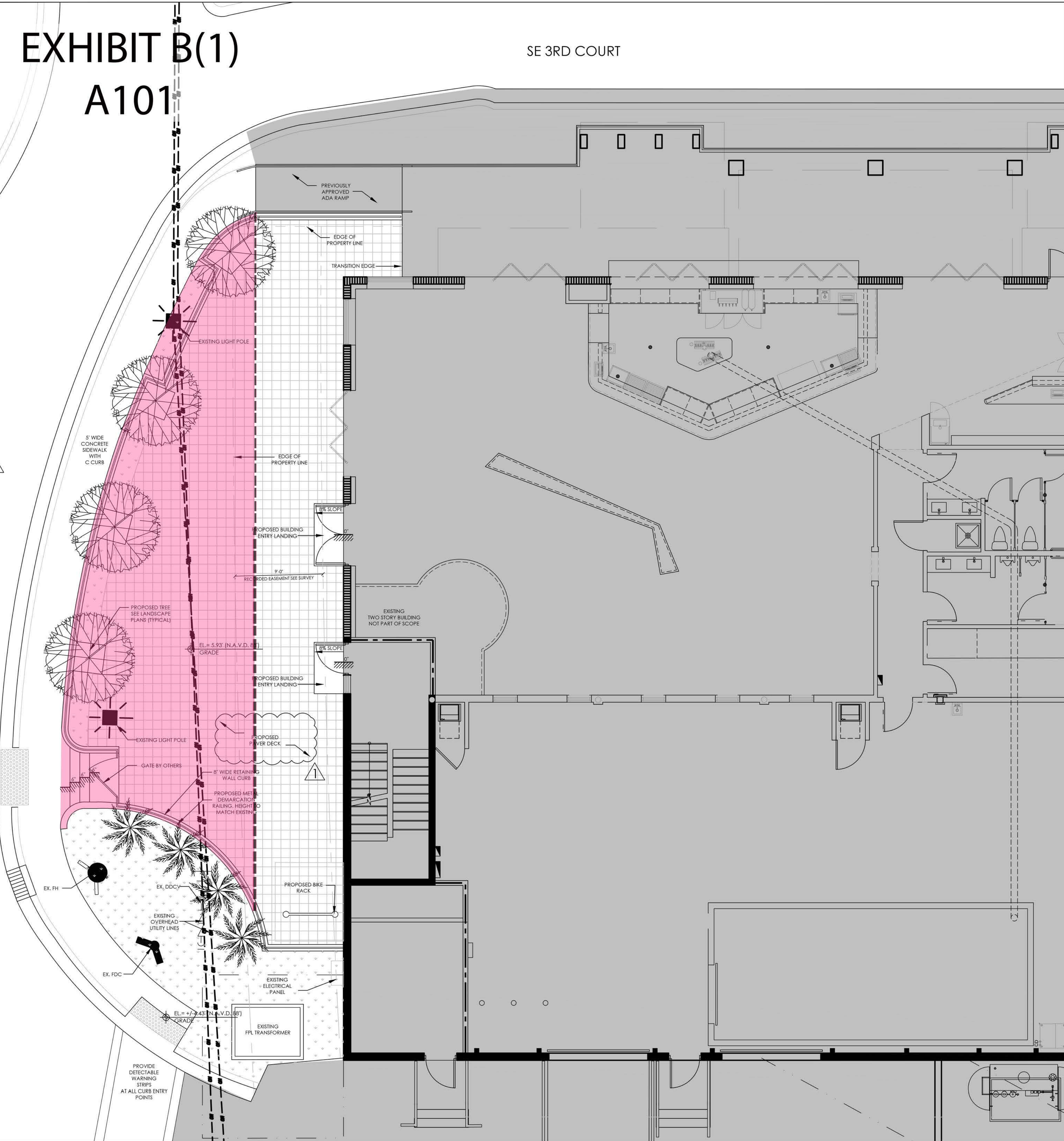


1 SITE PLAN 3/16"= 1'-0"

EXHIBIT B(1)
A101

SE 3RD COURT

SE 15TH AVENUE



The use of these specifications and plans shall be restricted to the original client and site for which they were prepared. Any reproduction or distribution is expressly limited to such use. Any other reproduction, reuse, or disclosure by any method, in whole or in part, is prohibited. These drawings and specifications contain proprietary information and shall remain with Specialty Engineering and Design, LLC.

SHEET INFORMATION
PROPOSED WEST LAWN SITE PLAN

PROJECT INFORMATION
THE COVE
BREWERY
1500 SE 3RD CT,
DEERFIELD BEACH, FL. 33441

CLIENT INFORMATION
WHELCHER PARTNERS
980 N. FEDERAL HWY,
SUITE 110
BOCA RATON, FL. 33432

SPECIALTY ENGINEERING AND DESIGN LLC
SPECIALTY ENGINEERING AND DESIGN, LLC
1599 SW 30th AVE.
SUITE #1
BOYNTON BEACH, FL 33426
DADE - BROWARD - PALM BEACH
FL. CA. #009217
561 - 752 - 5440 OFFICE
561 - 752 - 5542 FAX

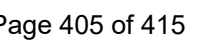
FILE NAME:
SCALE AS NOTED
DATE 03/06/2023
RVD. BY JFD
DRWN. BY IO

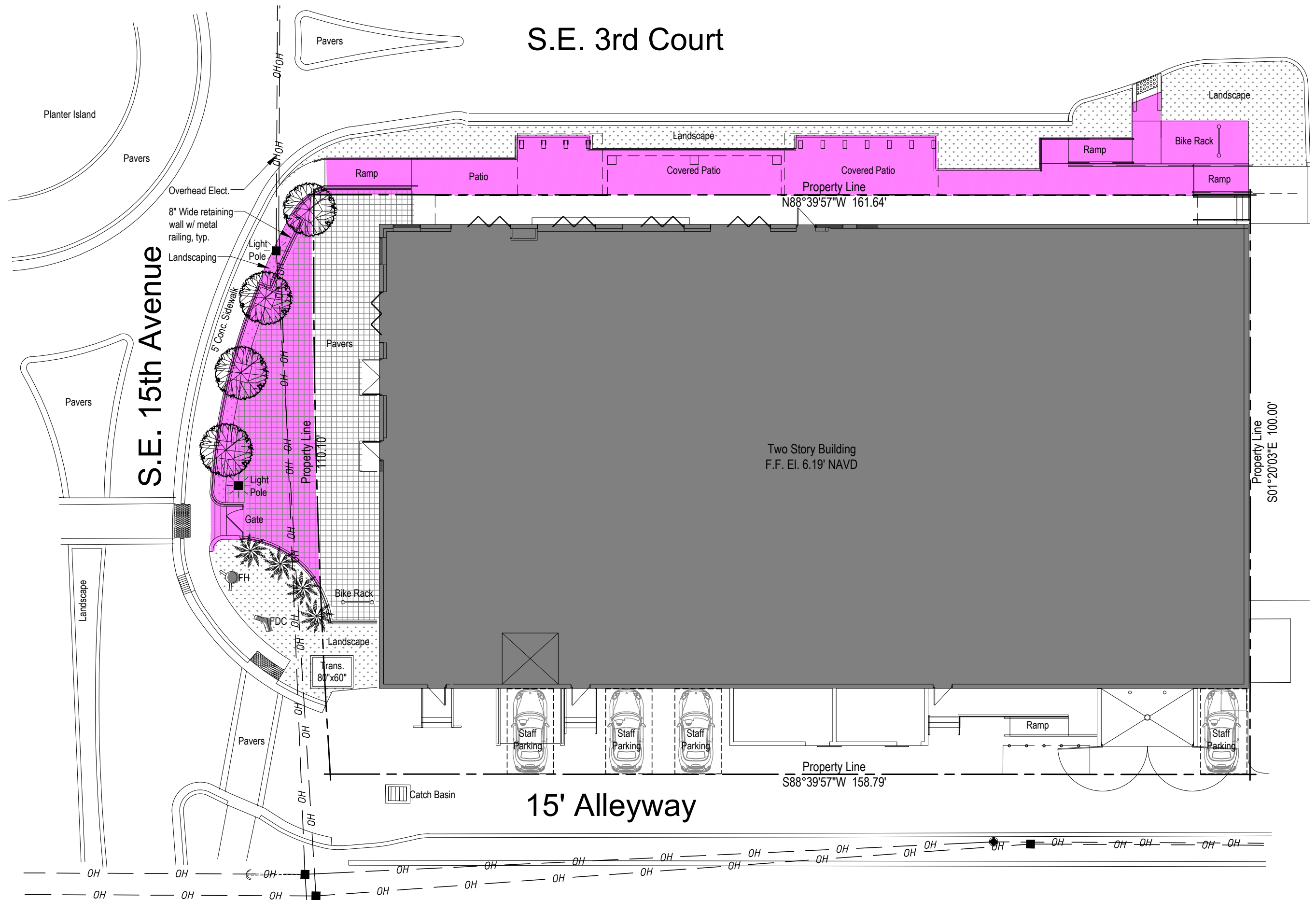
REVISION
1

SEAL
GARY McDOUGLE, P.E. #56214
D. MARK LeBLANC, P.E. #35683
D. ADAM LeBLANC, P.E. #77012
JESSICA F. DOORBLASER, AIA #NCARB
FLORIDA REGISTRATION AR97928

SHEET #
A101
Page 404 of 415

S.E. 3rd Court







City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1883

Agenda Date: 5/16/2023

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Consideration to approve voting delegates to the 2023-2024 Board of Directors for Broward League of Cities.

Recommended Action

Motion on decision of Commission

Background/History

The Broward League of Cities sends an annual notice to the Office of the City Clerk regarding the selection of voting delegates to serve on the Board of Directors.

On April 19, 2022, Commissioner Drosky was appointed as the voting delegate; Commissioner Preston was voted as the first alternate and Commissioner Hudak was voted as the second alternate. The terms are based on the annual dinner, whereby, the appointed official will serve May 2023 till May 2024.

Commissioner Drosky was unanimously elected as Secretary of the Broward League of Cities in February 2021, and served until May 2021, which is when he advanced to Second Vice President. In 2022, Commissioner Drosky became the First Vice President and in June 2023, he will become President.

Current Activity

The League's request is to again appoint a voting delegate, first and second alternate. Upon Commission approval, the City Clerk will confirm the selection to the League.



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: April 6, 2023
Re: 2023-24 Board of Director Appointments

2022-2023 OFFICERS

President Bob Mayersohn
Commissioner, Parkland
1st Vice President Todd Drosky
Commissioner, Deerfield Beach
2nd Vice President Felicia Brunson
Mayor, West Park
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS

Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Commissioner, Hillsboro Beach
Marlon Bolton
Commissioner, Tamarac
Michael Bracchi
Vice Mayor, Wilton Manors
Leann Bruener
Councilmember, Sea Ranch Lakes
Anthony Caggiano
Mayor, Margate
Joy Carter
Commissioner, Coral Springs
Joyce Davis
Commissioner, Dania Beach
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Veronica Edward Phillips
Mayor, Lauderdale Lakes
Beam Furr
Commissioner, Broward County
Aisha Gordon
Mayor, Oakland Park
Denise Horland
Councilmember, Plantation
Geoffrey Jacobs
Mayor, Pembroke Park
Jeremy Katzman
Commissioner, Cooper City
Luke Lewis
Commissioner, North Lauderdale
Annabelle Lima-Taub
Commissioner, Hallandale Beach
Edmund Malkoon
Commissioner, Lauderdale-by-the-Sea
Sarai "Ray" Martin
Commissioner, Lauderhill
Henry Mead
Commissioner, Weston
Wayne Messam
Mayor, Miramar
Patty Petrone
Commissioner, Lighthouse Point
Joshua Rydell
Mayor, Coconut Creek
Iris Siple
Commissioner, Pembroke Pines
Dean Trantalis
Mayor, Fort Lauderdale

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. The deadline for board appointments is May 15, 2023. The term will begin on June 17, 2023, where members will be sworn in at the 66th Annual Gala at Margaritaville. The term will end in May of 2024.

Please forward the information below to scochrane@browardleague.org.

=====

Municipality: _____

Commissioner/Council Appointments: _____

Director: _____

Alternate: _____

Second Alternate: _____



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1848

Agenda Date: 5/16/2023

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City Manager performance evaluation criteria and form; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City Manager's contract with the City includes the requirement for an annual performance evaluation. During the last evaluation, several commissioners voiced concerns about the current form. This revised form was developed with the International City Managers Association (ICMA) template as the foundation. Additionally, a great deal of time and effort was spent with the City Attorney, Deputy City Manager, key executive staff, and outside experts to develop this final draft. The final draft was then circulated for additional input from commissioners.

Current Activity

Attached is the draft revised City Manager Performance Evaluation Form. This draft conforms with the requirements of the City Manager's performance evaluation form and process adopted by the City Commission.

Recommendation

It is recommended that the Commission provide additional input and adopt the City Manager's Performance Evaluation form.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE CITY MANAGER
PERFORMANCE EVALUATION CRITERIA AND FORM; PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the City Manager’s employment contract requires the City Commission to review the performance of the City Manager at a public meeting on an annual basis; and

WHEREAS, pursuant to Section 4 of the City Manager’s Contract, the City Manager’s performance evaluation shall include the submission of written performance evaluations by the City Commission, and shall be conducted in accordance with the criteria approved by Resolution of the City Commission, which may be amended by a resolution adopted by the City Commission; and

WHEREAS, the City Commission previously adopted a performance evaluation form, but has expressed a desire to modify the evaluation criteria and form; and

WHEREAS, the revised City Manager Performance Evaluation form, attached as Exhibit “A”, and the criteria therein, was developed with the International City Managers Association (ICMA) template as the foundation, and input from key executive staff, and outside consultants; and

WHEREAS, the City Commission desires to adopt the City Manager Performance Evaluation Form, attached as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby adopts the City Manager Performance Evaluation Form, attached as Exhibit “A”. The Form, and criteria therein, shall be used to evaluate the City Manager’s performance on an annual basis going forward.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Deerfield Beach City Manager Evaluation Procedure and Requirements**PURPOSE**

The purpose of the employee performance process is to assess the performance of the City Manager over the evaluation period; establish specific work-related goals and objectives; increase communication between the Commission and City Manager; and an opportunity for the Commission to align their expectations in setting these objectives.

PROCESS

The City Commission shall review the performance of the Manager at a public meeting on an annual basis, in advance of the adoption of the annual operating budget, at which time the City Commission shall have the option to provide any salary or benefit adjustments the Commission deems justified. The evaluation shall occur during the period from June 1 to August 30 (but no later than September 30) of each year.

It is understood and agreed that if the Manager receives a positive evaluation from the Commission, the Manager may receive a salary or benefit increase, but any such increase is solely within the discretion of the Commission, approved at a public meeting.

Each member of the City Commission shall submit a written evaluation on the form contained herein. The Manager may also submit a written self-evaluation or other information to assist in the evaluation process.

Evaluations shall be submitted to the City Clerk prior to the scheduled public meeting so that the City Clerk may produce copies of each completed evaluation and provide each to the commission and the City Manager at the public meeting.

City Commissioners may provide an oral summary of their individual evaluations, and the City Manager may provide an oral summary of his self-evaluation, during a City Commission meeting. City Commissioners may also meet individually with the City Manager for additional discussion.

The City Commission may jointly set improvement goals for the City Manager where necessary based on the compiled category ratings drawn from the written evaluations in addition to other relevant criteria solely determined by the City Commission.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Deerfield Beach City Manager Performance Evaluation Form

This form shall be used by each Member of the City Commission to evaluate the City Manager's performance in fulfilling each of the roles he plays in the City's government. The City Manager is graded on the following scale:

1 — Poor 2 — Fair 3 — Good 4 — Excellent

1. Personal

- _____ Invests sufficient efforts towards being diligent and thorough in the discharge of duties.
- _____ Displays composure, appearance, and attitude fitting for an individual in his executive position.
- _____ Is seen as a direct, truthful leader who uses diplomacy, tact, and integrity.
- _____ Accepts criticism and feedback from stakeholders and works to improve.

2. Professional Skills and Status

- _____ Knowledge of current developments, activities and issues affecting the city.
- _____ Respected and has positive relationships with city stakeholders and professional colleagues.
- _____ Seeks / implements opportunities for continuous improvement.
- _____ Anticipates problems and contention, and develops effective approaches for solving or mitigating them.
- _____ Willing to try new ideas proposed by Commission members or staff.
- _____ Makes appropriate decisions based on a combination of available information, analysis, and experience.

3. Relations with the City Commission

- _____ Carries out directives of the Commission as a whole rather than those of any one Commission member.
- _____ Assists the Commission in resolving reported issues at the administrative level to avoid unnecessary Commission action.
- _____ Responds timely and provides candid responds to requests for information or assistance by the Commission.
- _____ Assists the Commission in establishing policy while acknowledging the ultimate authority of the Commission.
- _____ Provides objective and professional guidance and insight to assess feasibility of Commission ideas and initiatives.

4. Policy Execution

- _____ Implements Commission action in accordance with the intent of the Commission.
- _____ Supports the actions of the City Commission after a decision has been reached.
- _____ Dedicates and directs resources to promote compliancy with City policies, laws, and ordinances.
- _____ Offers workable alternatives to the Commission for changes in the law when an ordinance or policy proves impractical in actual administration.

5. Reporting

- _____ Provides the Commission with accurate, timely, and comprehensive reports concerning matters of importance to the City.
- _____ Prepares a sound agenda which provides the pertinent backup and supporting materials to allow for effective Commission review.
- _____ Informs the Commission of issues that they may be brought to their attention before they are caught off-guard.

6. External Relations

- _____ Handles complaints/inquiries from citizens appropriately.
- _____ Visible and engaged with the community, its residents, and businesses.
- _____ Skillful with the news media - avoiding political positions and partisanship.
- _____ Balances the needs of the individual citizen while applying the City's policies and procedures consistently and fairly across the board.
- _____ Exercises diplomacy with local, county, state and federal agencies.

7. Staffing

- _____ Effectively recruits and develops a skilled and professional senior executive team.
- _____ Realigns staff structure and priorities in response to changes in policies, demands, or growth of the City.
- _____ Encourages and embraces diversity in the workforce.
- _____ Executes competitive total compensation (pay and benefits) to attract and retain talent.

8. Supervision

- _____ Empowers department heads to make decisions within their authority without City Manager approval, yet maintains oversight of city operations.

_____ Fosters confidence and initiative in subordinates and provides support rather than restrictive controls for their programs.

_____ Has developed a friendly and trusting relationship with the workforce as a whole, yet maintains the respect and dignity of the city manager's office.

9. Fiscal Management

_____ Prepares a balanced budget and capital improvement plan to provide the best value for services at a level intended by the Commission.

_____ Makes use of available funds consistent with the adopted budget and policy directives of the City Commission, conscious of the need to operate the City efficiently and effectively.

_____ Shows agility in the use of funds to respond to changes throughout the year.

10. What have been the major accomplishments of the City Manager this past year?

11. What areas of the City Manager's performance need the most improvement? Why? What constructive, positive ideas can you offer the City Manager to improve in these areas

Name _____

Signature: _____

Date: _____