



**City of Coral Gables**  
**CITY COMMISSION MEETING**  
**July 9, 2019**

**ITEM TITLE:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA AUTHORIZING ENTERING INTO THE THIRD AMENDMENT AND EXTENSION TO LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC WITH REGARDS TO CITY OWNED PROPERTY LOCATED AT 11911 OLD CUTLER ROAD, CORAL GABLES, FLORIDA.

**BRIEF HISTORY:**

The City entered into a Lease Agreement with Bellsouth Mobility, LLC d/b/a "AT&T Wireless" ("Tenant") dated March 25, 1993, as amended by a First Amendment to Lease Agreement dated August 21, 2012, and the Second Amendment to Lease Agreement, dated November 30, 2016 (the "Lease"), with respect to the City-owned Tower and Fire Station Property located at 11911 Old Cutler Road, Coral Gables, FL 33156 (the "Property").

The Lease expired on April 21, 2018, and has continued pursuant to automatic annual extensions. Tenant currently pays rent in the amount of \$37,181 per year. In addition, the City may need to replace the Tower as well as a generator on the Property to accommodate the needs of the City as well as the tenants. The terms of the amendment and extension to the Lease ("Amended Lease") were negotiated, with the Tenant paying cost recovery to reimburse the City's costs in connection with the lease of City property.

Key Terms of Amended Lease:

Rent will increase to \$5,000/month (\$60,000/year) effective April 22, 2018 (the original expiration date), and will increase 3% per year.

Term: The initial 10-year term commences April 22, 2018. There are four 5-year options to extend for a potential maximum term of 30 years.

Fire Station: The Tenant cannot interfere with the City's use of and operations at the Fire Station.

Tower Replacement: If the City determines to replace the Tower, the Amended Lease contains a detailed process to accomplish such replacement, including providing Tenant with an estimate of its pro rata share of the costs of tower replacement based on its useable space.

Performance Bond. Tenant must submit a letter of credit in the amount of \$25,000.

Shared Generator: Tenant must contribute its pro rata share of the cost to purchase and to install a new shared generator and fuel storage if necessary. This cost shall be divided by the carriers that will use the generator; the City is not required to pay a share toward this. As a good faith payment, Tenant shall pay \$25,000 to the City within 60 days for such new shared generator.

**ATTACHMENT(S):**

1. Resolution
2. Third Amendment and Extension to Lease Agreement, executed by New Cingular Wireless PCS, LLC.