

**RESOLUTION NO. 2023 – 4137**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO A GROUND LEASE AGREEMENT WITH METROPCS, FLORIDA, LLC, TO EXTEND THE TERM OF AGREEMENT AND INCREASE THE BASE RENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) owns the property located at 71 Hook Square, Miami Springs, Florida 33166 (the “Property”); and

**WHEREAS**, on December 8, 2003, the City entered into a ground lease agreement (the “Agreement”) with MetroPCS, Florida, LLC (“T-Mobile”) for the installation, operation, and maintenance of a radio communications facility on the Property; and

**WHEREAS**, the City and T-Mobile have mutually agreed to modify the terms of the Agreement in accordance with the terms and conditions set forth in the First Amendment to the Agreement attached hereto as Exhibit “A” (the “First Amendment”); and

**WHEREAS**, the First Amendment is, among other things, intended to provide for a new term, beginning upon the effective date, which will automatically extend for four (4) additional and successive five (5) year terms; and

**WHEREAS**, upon the commencement of the first renewal term, T-Mobile shall pay the City a base rent of \$1,053.42 per month, thereafter, the base rent shall be paid to the City annually with an increase of 4% beginning on December 8, 2024, and will continue to escalate each anniversary thereafter; and

**WHEREAS**, the City Council desires to approve the First Amendment to the Agreement and authorize the City Manager to execute the First Amendment on behalf of the City; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the City Council hereby approves the First Amendment of the Agreement, in substantially the form attached hereto as Exhibit "A."

**Section 3. Authorization.** That The City Council hereby authorizes the City Manager to execute the First Amendment of the Agreement, in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.


The foregoing Resolution was offered by Councilman Fajet who moved its adoption. The motion was seconded by Councilman Vazquez and upon being put to a vote, the vote was as follows:

Vice Mayor Jacky Bravo	<u>YES</u>
Councilman Jorge Santin	<u>YES</u>
Councilman Dr. Walter Fajet, Ph.D.	<u>YES</u>
Councilman Dr. Victor Vazquez, Ph.D.	<u>YES</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 13th day of November, 2023.

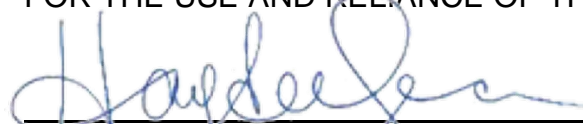
  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

  
ERIKA GONZALEZ, MMC  
CITY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

  
WEISS SEROTA HELFMAN COLE & BIERMANN, P.L.  
CITY ATTORNEY

**FIRST AMENDMENT TO GROUND LEASE AGREEMENT**

This First Amendment to Ground Lease Agreement (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between City of Miami Springs, a Florida municipal corporation ("**City**"), and MetroPCS Florida, LLC, a Delaware limited liability company ("**Metro**") (each a "**Party**", or collectively, the "**Parties**").

City and Metro (or their predecessors-in-interest) entered into that certain Ground Lease Agreement dated December 8, 2003 (the "**Agreement**") regarding the leased premises ("**Premises**") located at 71 Hook Square, Miami Springs, FL 33166 (the "**Property**").

For good and valuable consideration, City and Metro agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for four (4) additional and successive five (5) year terms, provided that Metro may elect not to renew by providing City at least ninety (90) days' notice prior to the expiration of the then current term.
2. At the commencement of the first renewal term provided for in this First Amendment, Metro shall pay City One Thousand Fifty-Three and 42/100 Dollars (\$1,053.42) per month as Base Rent, partial calendar months to be prorated in advance, by the fifth (5<sup>th</sup>) day of each calendar month. Thereafter, the Base Rent shall be paid to City annually. Notwithstanding anything to the contrary in the Agreement, the Base Rent will continue to escalate by 4% on December 8, 2024 and each anniversary thereafter.
3. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. City or Metro may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Metro:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ 6MD1642M

If to City:

City of Miami Springs  
201 Westward Dr.  
Miami Springs, Florida 33166  
Attn: City Manager

4. Metro and City will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
5. City will execute a Memorandum of Agreement at Metro's request. If the Property is encumbered by a deed, mortgage or other security interest, City will also execute a subordination, non-disturbance and attornment agreement.
6. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
7. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of First Amendment will legally bind the Parties to the same extent as originals.
8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. City represents and warrants to Metro that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment.
9. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

**City:**

**City of Miami Springs, a Florida Municipal corporation**

By: 

Print Name: Juan C. Jimenez

Title: City Manager

Date: 11/14/2023

**Metro:**

**MetroPCS Florida, LLC, a Delaware limited liability company**

By: 

Print Name: Bill Lam

Title: Manager

Date: 5/31/2023



TMO Signatory Level: L08,SL08

FROM:  
 William Alonso  
 City of Miami Springs  
 201 Westward Dr.  
 APT 1346  
 MIAMI SPRINGS FL 33166  
 US

CAD 254370134/NET4610

TO: Emily Collins  
 Smartlink

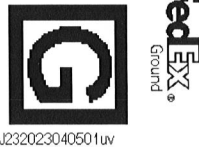
450 n 18th street  
 apt 1346

PHILADELPHIA PA 19130

(717) 669-2398 REF SITE ID

PO. DEPT. PROJECT NUMBER

RMA:

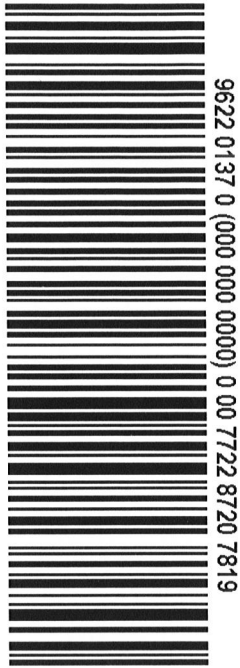


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RETURN

19130



1. Select the 'Print' button to print 1 copy of each label.
2. The Return Shipment instructions, which provide your recipient with information on the returns process, will be printed with the label(s).
3. After printing, select your next step by clicking one of the displayed buttons.

**Note:** To review or print individual labels, select the Label button under each label image above.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.