

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: June 17, 2025

Presenter's Name and Title: Elizabeth Valera, Chief Capital Improvement Program Officer, on behalf of the City Manager's Office and Alicia Ayum, Procurement Director, on behalf of the Procurement Department.

Prepared By: Elizabeth Valera, Chief Capital Improvement Program Officer

Temp. Reso. Number: 8435

Item Description: Temp. Reso. #R8435, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 24-06-36 TO WIRELESS EDGE CONSULTANTS, LLC TO PROVIDE CELL TOWER MANAGEMENT SERVICES FOR THE CELL TOWER AT FIRE STATION 100; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WIRELESS EDGE CONSULTANTS, LLC FOR A TERM OF FIVE YEARS WITH THE OPTION TO RENEW FOR THREE ADDITIONAL FIVE-YEAR TERMS. *(Chief Capital Improvement Program Officer Elizabeth Valera and Procurement Director, Alicia Ayum)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: This is a revenue generating contract. Revenue paid to the City will be deposited in GL Account # 001-00-000-000-000-362400 entitled "Telecom Tower Rentals"


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8435
 - Exhibit A: Proposed Agreement with Wireless EDGE



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Elizabeth Valera, Chief Capital Improvement Program Officer

DATE: June 11, 2025

RE: Temp. Reso. No. 8435, awarding RFP No. 24-06-36 to Wireless EDGE Consultants, LLC for the Management of Cell Tower at Fire Station 100

RECOMMENDATION: The City Manager recommends the approval of the Award of Request for Proposals No. 24-06-36 to Wireless EDGE Consultants, LLC to provide cell tower management services for the Cell Tower located at Fire Station 100 and authorizing the City Manager to execute an agreement with Wireless EDGE Consultants, LLC for a term of five years with the option to renew for three additional five-year terms.

ISSUE: Approval of the City Commission is required for Award of the RFP per Section 2-412(a)(1) of the City Code.

BACKGROUND: The City owns the real property located at 2800 S.W. 184th Avenue, a/k/a Fire Station 100, which includes a cell tower secured within masonry walls. Nextel South Corporation constructed the cell tower, but it was abandoned, and ownership was transferred to the City in January 2024. There are currently no carriers on the cell tower, and it is not being used for its specified purpose.

Cell phone carriers need towers to enable good wireless communication coverage. As the number of users increases, carriers find the need to expand their tower network to make connectivity handover seamless. The City recognizes this need and the potential to generate revenue by leasing the tower to carriers. City staff does not have the expertise to manage the collocation or leasing contracts and decided to procure the services of a firm to manage the tower.

DISCUSSION: On July 10, 2024, the City's Procurement Department advertised RFP No. 24-06-36 on DemandStar to solicit a consultant to provide full maintenance of the cell

tower at Fire Station 100. A pre-proposal conference was conducted on July 25, 2024, and a site visit was conducted on August 8, 2024. The RFP closed September 4, 2024, with a total of two (2) proposals. A selection committee was formed and evaluated the proposals. This resulted in Wireless EDGE Consultants, LLC ("Wireless EDGE") as the highest rated responsive responsible proposer.

The agreement with Wire EDGE will be for a term of five years with the option to renew for three additional five-year terms. The agreement also includes:

- An annual contribution to the E.D.G.E. Not-For-Profit Organization of \$1,000 per year per each locator
- Monthly rental income of "the greater of" 95% of the gross Anchor Co-locator or 75% of the Rental Income from all Co-locators on the tower or and minimum annual guarantee (MAG) of \$28,500).

ANALYSIS: This is a revenue generating contract. Revenue paid to the City will be deposited in GL Account # 001-00-000-000-000-362400 entitled "Telecom Tower Rentals"

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 24-06-36 TO WIRELESS EDGE CONSULTANTS, LLC TO PROVIDE CELL TOWER MANAGEMENT SERVICES FOR THE CELL TOWER LOCATED AT FIRE STATION 100; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WIRELESS EDGE CONSULTANTS, LLC FOR A TERM OF FIVE YEARS WITH THE OPTION TO RENEW FOR THREE ADDITIONAL FIVE-YEAR TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is the owner of the real property located at 2800 S.W. 184th Avenue a/k/a Fire Station 100 that includes a cell tower on the property that is secured within masonry walls, and

WHEREAS, there is a cell tower on the property that is secured within masonry walls that was constructed by Nextel South Corporation and its ownership was transferred to the City in January 2024, and

WHEREAS, the City recognizes that cell phone carriers need cell towers to enable wireless communication, and

WHEREAS, the tower at FS100 is currently vacant of any collocation and not being used for its specified use and the City recognizes the potential to make the tower available to the carriers for the purpose of generating revenue for the City, and

WHEREAS the City does not have staff with the expertise to solicit, negotiate and manage the cell tower, and

Reso. No. _____

WHEREAS, City Staff determined it needed the services of a consultant to manage the Cell Tower at Fire Station 100 by way of Request for Proposals No. 24-06-36, and

WHEREAS, the City carried out a procurement process that determined Wireless EDGE Consultants, LLC as the highest rated responsive responsible proposer, and

WHEREAS, both parties desire to execute an Agreement for a term of five years with the option to renew for three additional five-year terms, and

WHEREAS, Wireless EDGE Consultants, LLC will pay monthly rental income of “the greater of” 95% of the gross Anchor Co-locator or 75% of the Rental Income from all Co-locators on the tower or and minimum annual guarantee (“MAG”) of \$28,500, and

WHEREAS, Wireless EDGE Consultants, LLC will pay an annual contribution to the E.D.G.E. Not-For-Profit Organization of \$1,000 per year per each locator, and

WHEREAS, the City Manager recommends approval of the award of Request for Proposals No. 24-06-36 to Wireless EDGE Consultants, LLC to provide Cell Tower Management services for the cell tower at Fire Station 100 and for the execution of an agreement with Wireless EDGE Consultants, LLC for a period five years with the option to renew for three additional five-year terms; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Miramar to approve the award of Request for Proposals No. 24-06-36 to Wireless EDGE Consultants, LLC to provide Cell Tower Management services for the cell tower at Fire Station 100 and authorize the City Manager to execute the Agreement between the City of Miramar and Wireless EDGE Consultants, LLC, as per the terms outlined in Exhibit “A,” attached hereto.

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

Section 1: That the foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That is approves the award of RFP No. 24-06-36 to Wireless EDGE Consultants, LLC to provide Cell Tower Management services for the cell tower located at Fire Station 100.

Section 3: That is authorizes the City Manager to execute an agreement with Wireless EDGE Consultants, LLC for a term of five years with the option to renew for three additional five-year terms.

Section 4: That the appropriate City Officials are authorized to do all things necessary to carry out the aims of this Resolution.

Temp. Reso. No. 8435

5/15/25

6/10/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted



**WIRELESS TELECOMMUNICATIONS
FACILITY LICENSE AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
WIRELESS EDGE CONSULTANTS, LLC

(City-owned Structure Form)**

This Wireless Telecommunications Facility License Agreement (“License”) is entered into as of the ____ day of _____, 2025 (the “Effective Date”) by and between City of Miramar (“Licensor” or “City”) and Wireless EDGE Consultants LLC (“Licensee” or “Contractor”).

W I T N E S S E T H:

WHEREAS, Licensor is the owner of certain real property more particularly described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, Licensor and Licensee are entering into this License for a portion of the Property as more particularly described on Exhibit “B” attached hereto (the “Premises”);

WHEREAS, Licensee shall be entitled to develop the Premises as a wireless telecommunications facility, including, but not limited to, base station equipment (shelter and/or outdoor cabinets, as applicable), antenna and mounts, cable runs, related facilities and improvements, as more particularly described in Exhibit B attached hereto (collectively “Facility”), provided such Facility does not directly and materially interfere with Licensor’s use of the Property as of the Effective Date;

WHEREAS, the Premises shall accommodate (*check as applicable*):

- ☐ A single wireless carrier (the “Co-locator”)
- ☒ Multiple wireless carriers (each a “Co-locator”)
- ☐ Pre-existing wireless carrier(s) listed on Exhibit C (each a “Pre-existing Co-locator”)

WHEREAS, in order to develop the Premises, Licensee shall utilize Licensor’s existing stealth belltower (the “Structure”) to support the Co-locator antennas; and

WHEREAS, Licensee intends to market portions of the Structure and Premises to wireless carriers, and to enter into appropriate agreements with such Co-locator to use the Structure and Premises; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1) Premises. Licensor hereby leases to Licensee the Premises and Licensee hereby leases from Licensor the Premises upon the terms and conditions contained in this License.

2) Term.

(a) The Initial Term of the License shall be five (5) years (the "Initial Term"), commencing upon the Effective Date ("Commencement Date"). Licensee shall have the right to extend this License for three (3) renewal terms of five (5) years each (each, a "Renewal Term"; the Initial Term and any Renewal Term are hereinafter referred to collectively as the "License Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein.

(b) If Licensee elects not to exercise Licensee's right to renew the License Term, Licensee shall notify Licensor in writing of Licensee's intention not to renew this License at least one hundred eighty (180) days prior to the expiration of the then current License Term. Unless Licensee notifies Licensor, in writing, of its intention not to exercise a Renewal Term, such Renewal Term shall be deemed automatically exercised and this License shall continue pursuant to the terms hereof.

(c) At the end of the last Renewal Term, the City may, in its sole discretion, for operational purposes extend the License up to two (2) 90-day extension periods (each an "Extension Term").

3) Rent.

(a) **Co-location Rent:** Upon the Commencement Date, Licensee shall pay Licensor a percentage share of the amounts actually collected from Co-locators using portions of the Structure and the Premises as specified in Section 6(c) below.

(b) **Annual Contribution to the City's Not-For-Profit Organization:** Licensee shall pay Licensor an Annual Contribution to the City's Not-For-Profit Organization, Economic Development with on-Going Community Engagement (E.D.G.E.) based on \$1,000.00 per year per Co-locator. The Annual Contribution will be aggregated and paid each January (or other agreed upon remittance date) based on occupancy of the Structure and Premises for the previous 12-month period.

(c) Licensor acknowledges and agrees that the total compensation or remuneration which Licensor shall be entitled to charge and collect from Licensee, in any manner related to Licensee's use and operation of the Premises, shall be solely as set forth in Sections 3(a) and 3(b). In this regard, Licensor agrees that it shall not levy any additional fees, taxes and/or assessments upon Licensee, in any manner related to Licensee's use and operation of the Premises.

(e) All payments required by this Agreement shall be sent to Licensor and mailed to the following address, which address may be changed by Licensor upon written notice to Licensee:

All payments shall be payable to:

City of Miramar

If made by check, payment shall be mailed to:

City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Attention: Finance Department

If made by wire transfer, payment instructions shall be provided by Licensor.

4) Permitted Use; Governmental Approvals; Construction.

(a) The Premises may be used by Licensee and its subtenants for the construction, maintenance and operation of the Facility and, in particular, the Structure for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. Licensee shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities including, but not limited to all necessary building permits and certificates of occupancy (collectively, the “Governmental Approvals”).

(b) Licensor hereby authorizes Licensee and its subtenants to prepare, execute, and file all required applications for the Governmental Approvals, subject to the approval of Licensor, not to be unreasonably withheld, conditioned or delayed. Licensee shall be responsible for vigorously and diligently defending on its behalf (but not representing Licensor) all Governmental Approvals granted for the Structure and Premises, including any approvals made by a board or commission of the Licensor, which are challenged by a third party in any administrative agency or court of law. Licensor and Licensee acknowledge that Licensee may not apply for Governmental Approvals until Licensee has obtained a co-locator sublease pursuant to paragraph 6(b) below.

(c) Licensee and Licensee’s prospective subtenants shall have the right, at Licensee’s expense, to conduct engineering tests, environmental tests, and all other feasibility studies necessary or desirable for Licensee’s use of the Premises. Such testing by Licensee shall not unreasonably interfere with the operations of the Licensor at the Property.

(d) Upon obtaining all Governmental Approvals, Licensee shall have the right, at Licensee’s expense, to construct and maintain the Structure on the Premises. In this regard, Licensee shall have the right to install, at Licensee’s sole cost and expense, utilities and conduits necessary to service the Structure, to improve the present utilities on the Property, and/or install an emergency power generator on the Premises. All work by Licensee shall be performed in compliance with applicable laws and ordinances and shall be done in a fashion so as to minimize interference with the use of the area surrounding the Premises by Licensor and, upon completion of such construction, any area disturbed by the work, shall be restored to the condition it was in prior to the commencement of said work.

5) Access; Utilities and Taxes.

(a) Licensors hereby grants Licensee access to the Premises over, under and across the Property (“Access”) twenty-four (24) hours per day, seven (7) days per week, for the purpose of ingress, egress, installation, maintenance and operation of the Structure and any associated utilities. The Access right granted herein shall automatically extend to all of Licensee's agents, representatives, contractors, invitees and vendors, as well as to all subtenants and their agents, representatives, contractors, invitees and vendors. After the initial installation of the Facility, Licensee and Co-locators may not install new utilities, underground or otherwise, outside of the Premises without Licensors’s consent, which consent shall be at Licensors’s sole discretion.

(b) Licensors's access to the Premises shall be restricted as follows: (i) unless an emergency condition exists, all access shall be on reasonable notice to Licensee; (ii) Licensors shall take commercially reasonable precautions to ensure that no damage occurs to the Structure or other improvements or any of the property of Licensee or any subtenant during or as a result of such access; and (iii) Licensors shall promptly repair, to Licensee's reasonable satisfaction, any damage caused as a result of any such access.

(c) Licensee shall have the right to obtain, for itself and on behalf of its subtenants, sufficient utility services to the Premises, including, without limitation, electric service and telephone service in mutually agreeable locations. Subject to Licensors's reasonable approval (not to be unreasonably withheld, conditioned or delayed) of the location, and at Licensee's sole cost, Licensee shall have the right to install conduits, utility lines, related equipment and other items to connect the Premises to such utility services. At the time of such installation by Licensee, if applicable, and if requested by Licensors, Licensee shall provide conduits and sufficient electrical capacity to allow Licensors to operate Licensors’s public safety antenna systems at the Premises. Such installation by Licensee shall not unreasonably interfere with the operations of the Licensors at the Property. Licensee, at its sole cost and expense, shall pay any charges to install utilities to the Premises, including emergency power generators, and shall pay all utilities charges for utilities consumed by Licensee at the Premises Licensors agrees to reasonably cooperate with Licensee to obtain any required local public utility easements, if necessary. Licensors shall be responsible for obtaining its own meter and paying for its electrical service usage.

(d) Licensors hereby acknowledges and agrees that Licensee shall have no obligation to pay to Licensors or any municipal agency or taxing authority under Licensors’s jurisdiction any real estate taxes, property taxes or ad valorem taxes of any kind or nature on or related to the Premises, the Structure, Licensee’s use of the Premises or the Structure or any income or proceeds received by Licensee from the project contemplated by this Lease, nor shall Licensee be required to reimburse or otherwise pay Licensors for any real estate taxes imposed upon Licensors regarding the Premises.

6) Assignment and Subletting.

(a) Licensee may not assign this License without obtaining the prior consent of Licensors, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Licensee shall have the right to assign this License, without the consent of Licensors: (i) to the purchaser or transferee of the Structure, provided that (x) the proposed assignment is for a legitimate business purpose, (y) the proposed purchaser shall have been engaged in business in the wireless industry for at least five years and (z) the proposed purchaser shall have assets or net worth of at least Five Million Dollars (\$5,000,000) at the time of the proposed transfer; or (ii)

to a parent, affiliate, or subsidiary of Licensee, or an entity controlling, controlled by or under common control with Licensee. In the event Licensee assigns this License, Licensee shall give notice to Licensors within ten (10) business days of such assignment. Licensee's notice to Licensors shall specify the name and mailing address of the assignee. Upon assignment of this License as contemplated herein, Licensee shall be relieved of all obligations of this License.

(b) Licensee shall have the further right, without the consent of Licensors, to sublet the Structure and the Premises, in whole or in part, to Co-locators in accordance with the permitted uses of the Premises set forth in Section 4 above. Licensee shall give notice to Licensors each time Licensee enters into any such Co-locator sublicense. Licensee's notice to Licensors shall specify the name and mailing address of the subtenant. Licensors and Licensee shall share the rental income from sublicenses as described in subsection (c) below. Licensee shall be responsible for all costs arising from marketing activities, acquisition of subtenants and the preparation and negotiation of legal sublicense documentation.

(c) **Co-location Rent:** Licensee shall pay to Licensors on a monthly basis a portion of Rental Income (as such term is hereinafter defined) based on the greater of (i) **Ninety-five Percent (95%)** of the gross Anchor Co-locator (1st Carrier) Rental Income, or (ii) **Seventy Percent (75%)** of the gross Rental Income from all co-locators (all carriers) on the tower, or (iii) an annual minimum of **\$28,500**, received from all Co-locators at the Property. **The Co-location Rent will escalate at the greater of the Annual Index Rate negotiated in each sublicense or a minimum index rate of 2% per year for major carriers.** The term "Rental Income" as used in this License shall mean all amounts paid to Licensee by Co-locators (subtenants), except that Rental Income shall expressly exclude (i) any amounts paid to Licensee to reimburse Licensee for costs incurred by Licensee caused by, at the request of or on behalf of, the subtenant, including, but not limited to, utilities, site improvements, conduits, taxes, assessments, security deposits, penalties and fines (including interest thereon) for violations of law by the subtenant and legal fees; (ii) any amounts paid to Licensee to reimburse Licensee for costs incurred by Licensee in entering into this License, obtaining the Governmental Approvals, or constructing and maintaining the Structure and Premises; and (iii) any initial fee to be charged by Licensee to each prospective subtenant to reimburse Licensee for costs, expenses and fees related to the submissions, installation design and site studies for such subtenant. In the event that any amount of Rental Income is received by Licensee in a month other than the month for which such Rental Income is due, Licensee will make appropriate adjustments in order to properly allocate such amounts to the proper month. Licensee agrees that it shall maintain sufficient records for Licensors to properly account for the revenues paid and received pursuant to this License, which shall be open to inspection and audit by Licensors. Upon request, but no more than once annually, Licensors may review Licensee's records, including true and complete copies of amendments, restatements or modifications of this License and subleases of the Premises. Licensors' review of Licensee's records will be conducted at Licensee's offices at a date and time to be mutually agreed upon. Upon request, Licensee shall deliver copies of the records to Licensors.

(d) Licensors may not assign its rights or obligations under this License without the prior written consent of Licensee. Notwithstanding the foregoing, on written notice to Licensee, Licensors shall be entitled to sell or convey the Property, provided that such transfer is for a legitimate business purpose and the purchaser takes an assignment of Licensors' interest in this License and agrees to assume all of Licensors' obligations hereunder.

(e) Subject to the laws then in effect relating to Licensor's requirement for surplus property, if at any time after the Effective Date, Licensor receives a bona fide written offer from a third party seeking an assignment of (or otherwise seeking to acquire) the rental stream associated with this License (a "Purchase Offer"), Licensor shall within fifteen (15) days furnish Licensee with a copy of the Purchase Offer, together with a representation that the Purchaser Offer is valid, genuine and true in all respects (a "Purchase Offer Notice"). Licensee shall have the right within thirty (30) days after it receives the Purchase Offer Notice to agree in writing to match the terms of the Purchase Offer. If Licensee chooses not to exercise this right of first refusal or fails to provide written notice to Licensor within the thirty (30) day period, Licensor may assign the rental stream pursuant to the Purchase Offer subject to the terms of this License (including, without limitation, the terms of this Subparagraph 6(e), to the person or entity that made the Purchase Offer provided that the assignment is on the same terms contained in the Purchase Offer. If such third party modifies the Purchase Offer, Licensor shall re-offer to Licensee, pursuant to the procedure set forth in this Subparagraph 6(e), the assignment on the terms set forth in the Purchase Offer, as amended and the foregoing time periods and terms/conditions shall re-apply to the amended Purchase Offer. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the License; (ii) bind and inure to the benefit of, Licensor and Licensee and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this License without the necessity of any further written confirmation of said termination of this right of first refusal. Notwithstanding any language to the contrary stated herein, Licensor may at any time sell, transfer or assign its interest in the License and the Property to another unit of local government or any entity in the business of school related functions.

(g) Licensor shall not, at any time after the Effective Date or during the License Term, for itself, or for any other party, directly or indirectly agree to sublease, assign, license, expand or otherwise permit the occupancy of any portion of the Property by any party that would allow such party to use and occupy the existing building(s) or other structures for any purpose that would directly or indirectly compete with or adversely affect Licensee's use of the Premises as contemplated herein including, but not limited to, the ability to sublease the Structure to third parties.

7) Maintenance, Repair and Removal. Licensee shall, at Licensee's expense, keep and maintain in good condition and repair the Premises. Licensee shall operate the Structure in compliance with all applicable laws and ordinances to the extent that such compliance is required as a result of Licensee's use or occupancy of the Premises.

8) Default. Any of the following occurrences, conditions or acts shall be deemed a default under this License (a "Default"): (a) if Licensee fails to pay monetary amounts due under this License within ten (10) business days of its receipt of written notice that such payments are overdue; or (b) if either party fails to observe or perform any non-monetary obligations under this License and does not cure such failure within thirty (30) days from its receipt of written notice of breach; provided, however, that if such breach cannot be cured within said thirty (30) day period, the breaching party shall not be in Default if, within thirty (30) days, it commences efforts, and thereafter proceeds diligently, to cure such breach.

9) Termination.

(a) This License may be terminated by Licensor without any penalty or further liability, on thirty (30) days prior notice to Licensee: (i) at any time in the event that Licensee is in Default after notice and the expiration of any applicable cure period, or (ii) if Licensee has failed to enter into at least one (1) sublicense of premises with twenty-four (24) month of the Effective Date. In such event, Licensor, in its sole discretion, may terminate this License on thirty (30) days written notice to the Licensee. Notwithstanding the aforementioned, Licensor may not terminate this License pursuant to 9(ii) above, if Licensee has acquired a bon fide application for a sublicense and is diligently pursuing same.

(b) This License may be terminated by Licensee, without any penalty or further liability, on thirty (30) days prior notice to Licensor as follows: (i) if Licensee is unable to obtain in a timely manner any Governmental Approval necessary for the installation and/or operation of the Structure at the Premises, or any Governmental Approval is canceled, expires, lapses or is otherwise withdrawn or terminated; or (ii) if Licensee determines the Premises are not appropriate for its operations for economic or technological reasons; or (iii) if Licensee is unable to occupy and utilize the Premises due to an action of the Federal Communications Commission including, without limitation, a take back of channels or change in frequencies; or (iv) if Hazardous Substances (as defined in Section 16) are or become present on the Property or Premises in violation of Environmental Laws (as defined in Section 16).

(c) Upon expiration or termination of this License, pursuant to the terms hereof, title and operation to the Facility and the Structure shall vest with Licensor, and all Licensee subleases of the Premises will be deemed to be assigned to Licensor without the need for additional documentation. Upon such assignment, Licensor shall be responsible for obligations accruing under this License from and after the date of such assignment, and Licensee shall have no further responsibilities under this License or obligations except as may have accrued prior to the date of such assignment. If requested by any sublessee, Licensor shall execute a subordination and non-disturbance agreement (SNDA) in favor of such sublessee, in a form to be mutually agreed to by the parties, in their reasonable discretion.

10) Insurance and Subrogation.

(a) Licensee shall maintain the following insurance during the License Term:

(i) general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000.

(ii) workers' compensation insurance insuring against and satisfying Licensee's obligations and liabilities under the workers' compensation law of the state in which the Premises are located; and

(iii) if Licensee operates owned, hired or non-owned vehicles on or about the Property, comprehensive automobile liability insurance with a limit of not less than \$1,000,000 combined bodily injury and property damage.

iv) an umbrella policy of \$4,000,000.

Each such policy (except workers' compensation) shall list Licensor as an additional insured, and

shall provide that it will not be terminated during the License Term or modified to affect the coverage required except after thirty (30) days prior notice thereof to Licensor.

(b) Licensee shall have the right to fulfill its insurance obligations under this paragraph by obtaining appropriate endorsements to any master policy of liability insurance that Licensee or its affiliates may maintain.

(c) Licensee shall, prior to commencing construction of the Structure and annually thereafter, furnish to Licensor certificates of insurance listing Licensor either as additional named insured or additional insured on a primary basis to the extent permitted by applicable insurance regulations.

11) Hold Harmless. Licensee agrees to indemnify and hold Licensor harmless from any and all claims arising directly from the installation, use, maintenance, repair or removal of the Structure at the Premises, except for claims arising from the negligence or intentional acts of Licensor, its employees, agents or independent contractors. Licensor agrees to indemnify and hold Licensee harmless from any and all claims arising out of the negligence or intentional acts of Licensor, its employees, agents, or independent contractors in, on or about the Property, except for claims arising from the negligence or intentional acts of Licensee, its employees, agents or independent contractors.

12) Notices. All notices, requests, demands and other communications shall be in writing and shall be deemed given, (i) if personally delivered or mailed, upon delivery, or if (ii) by certified mail, return receipt requested, five (5) days after mailing, or if (iii) sent by overnight carrier, upon receipt, to the addresses for Licensor and Licensee stated below:

if to the Licensor: City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Attention: City Manager's Office

with a copy to: Austin Pamies Norris Weeks Powell, LLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Telephone: 954-768-9770
Fax: 954-768-9790

if to Licensee: Wireless *EDGE* Consultants LLC
38 West Market Street
Rhinebeck, New York 12572
Attention: Communications Tower Manager

with a copy to: Corrigan, Baker & Levine, LLC
75 South Broadway, Suite 4-961
White Plains, NY 10601
Attention: Robert J. Levine, Esq.

13) Quiet Enjoyment, Title and Authority. Licensors represents, warrants and covenants to Licensee that (i) Licensors has full right, power and authority to execute this License and Licensors has taken all necessary action to approve this License and has authorized the signatories of this License to sign same; (ii) to best of Licensors' knowledge, the Property is free and clear of any unrecorded covenants, restrictions, liens or mortgages which would interfere with Licensee's rights to or use of the Premises; and (iii) no consents are required from any mortgagee, licensee or any other occupant of the Property with respect to Licensee's use of the Premises. Licensors shall be responsible for any costs due to the failure of the Property to comply with all applicable local, state and federal laws, ordinances, codes, and regulations. Licensors covenants that at all times during the term of this License, Licensee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Licensee is not in Default after notice and the expiration of any applicable cure period. Licensors further covenants that it will execute a subordination and non-disturbance agreement in a form to be mutually agreed upon, if requested by Licensee.

14) Casualty or Condemnation. If the Property or the Structure are destroyed or damaged, through no fault of Licensee, so as in Licensee's reasonable judgment to substantially and adversely affect the effective use of the Structure, then Licensee may elect to terminate this License and in such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Licensee shall be entitled to the reimbursement of any Rent prepaid by Licensee. If Licensee elects to continue this License, then all Rent shall abate until the Premises and/or Structure are restored to the condition existing immediately prior to such damage or destruction, Notwithstanding the aforementioned, Licensee's obligation of Removal pursuant to Paragraph 7 above shall survive the Casualty. In the event of a condemnation of all or any part of the Property, Licensee shall have the right to terminate this License if such condemnation disrupts Licensee's operation at the Property or renders the Premises unsuitable for Licensee's use. Licensors and Licensee shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

15) Waiver of Licensee's Lien. The Structure shall remain the exclusive property of Licensors. In this regard, Licensee hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Structure or any portion thereof, as well as and all other installations made by Licensee at the Premises, whether same are deemed real or personal property under applicable laws, and Licensors gives Licensee the right to remove all or any portion of same from time to time.

16) Environmental Laws.

(a) As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste, material, or substance that is regulated by Environmental Laws, including, without limitation, asbestos and petroleum products; hazardous or solid wastes.

(b) Licensee and Licensors each represent, warrant and agree that it will conduct its activities on the Property in compliance with all applicable Environmental Laws. Licensors further

represents, warrants and agrees that neither Licensor, nor to best of Licensor's knowledge, any third party, has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Substance on, under, about or within the Property or Premises in violation of any Environmental Law.

17) E-Verify: In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

18) Public Records:

A. Public Records: Contractor shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service.
2. Upon request by City's records custodian, provide City with a copy of 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, Florida Statutes, or as otherwise provided by law.
3. 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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to City, at no cost to City, within seven days. All records stored electronically by Contractor shall be delivered to City in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

19) SCRUTINIZED COMPANY

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

20) Miscellaneous.

- (a) This License shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
- (b) This License constitutes the entire agreement and understanding of the parties, and

supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this License must be in writing and executed by the party against whom enforcement is sought.

(c) Each party agrees to cooperate with the other in executing any documents (including a memorandum of license and/or easement agreement) in a form reasonably satisfactory to both parties necessary to protect its rights or use of the Premises. Licensee may record the memorandum of license.

(d) Licensee agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Premises and will keep the Premises free and clear of all mechanics' liens on account of work done by Licensee or persons claiming under it. Licensee may contest the validity or amount of any such lien and may appeal any adverse judgment or decree, provided, however, that at the reasonable written request of Licensors, Licensee shall post a bond sufficient to remove such lien pending contest against the enforcement of the lien against Licensors. If Licensee shall default in paying any charge for which a mechanic's lien and suit to foreclose the lien have been filed, and shall not be taking appropriate actions to contest the validity or amount of such lien with ninety (90) days of the filing of such lien, Licensors may (but shall not be required to), after written notice to Licensee, pay said claim and the amount so paid shall be immediately due and owing from Licensee to Licensors, and Licensee shall pay the same to Licensors upon demand.

(e) This License and the rights and obligations of the undersigned parties shall be governed by and construed in accordance with the laws of the State where the Property is located without giving effect to principles of conflict of laws. The undersigned hereby irrevocably submit to the jurisdiction and venue of any State or Federal Court located in the State and County where the Property is located, over any action or proceeding arising out of any dispute between the undersigned, with respect to this License.

(f) The provisions of this License are severable. If a court of competent jurisdiction rules that any provision of this License is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this License.

(g) Any consent required hereunder shall not be unreasonably withheld, conditioned, or delayed.

(h) This License may be executed in any number of counterparts, any of which may be executed and transmitted by email, facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) No failure on the part of either party to exercise, and no delay in exercising, any right under the License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the License.

(j) A waiver of any right or remedy by either party at any one time shall not affect the exercise of such right or remedy or any other right or remedy by that party at any other time. In order for any waiver to be effective, it shall be in writing, signed by an authorized person or board, and be express and unequivocal and specify precisely the rights or remedies being waived. The failure of either party to take any action in the event of any breach by the other party shall not be deemed

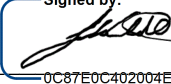
or construed to constitute a waiver of any of its rights or to otherwise affect the right of that party to take any action permitted by the License at any other time, in the event that such breach has not been cured, or with respect to any other breach.

(k) The rights and remedies provided in the License are cumulative and not exclusive of any remedies provided by law, and nothing contained in the License shall impair any of the rights of either party under applicable law, subject in each case to the terms and conditions in the License.

IN WITNESS WHEREOF, the parties have executed this License as of the date and year first above written.

Licensee:

Wireless EDGE Consultants LLC

Signed by:
By: 
0C87E0C402004EC...

Name: John E Arthur

Title: Managing Member

Date: 4/21/2025

Licensor:

The City of Miramar

ATTEST:

Denise A. Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

This day ____ of _____, 20__

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

EXHIBIT B

Description of the Premises Sheet 1 – Site Plan

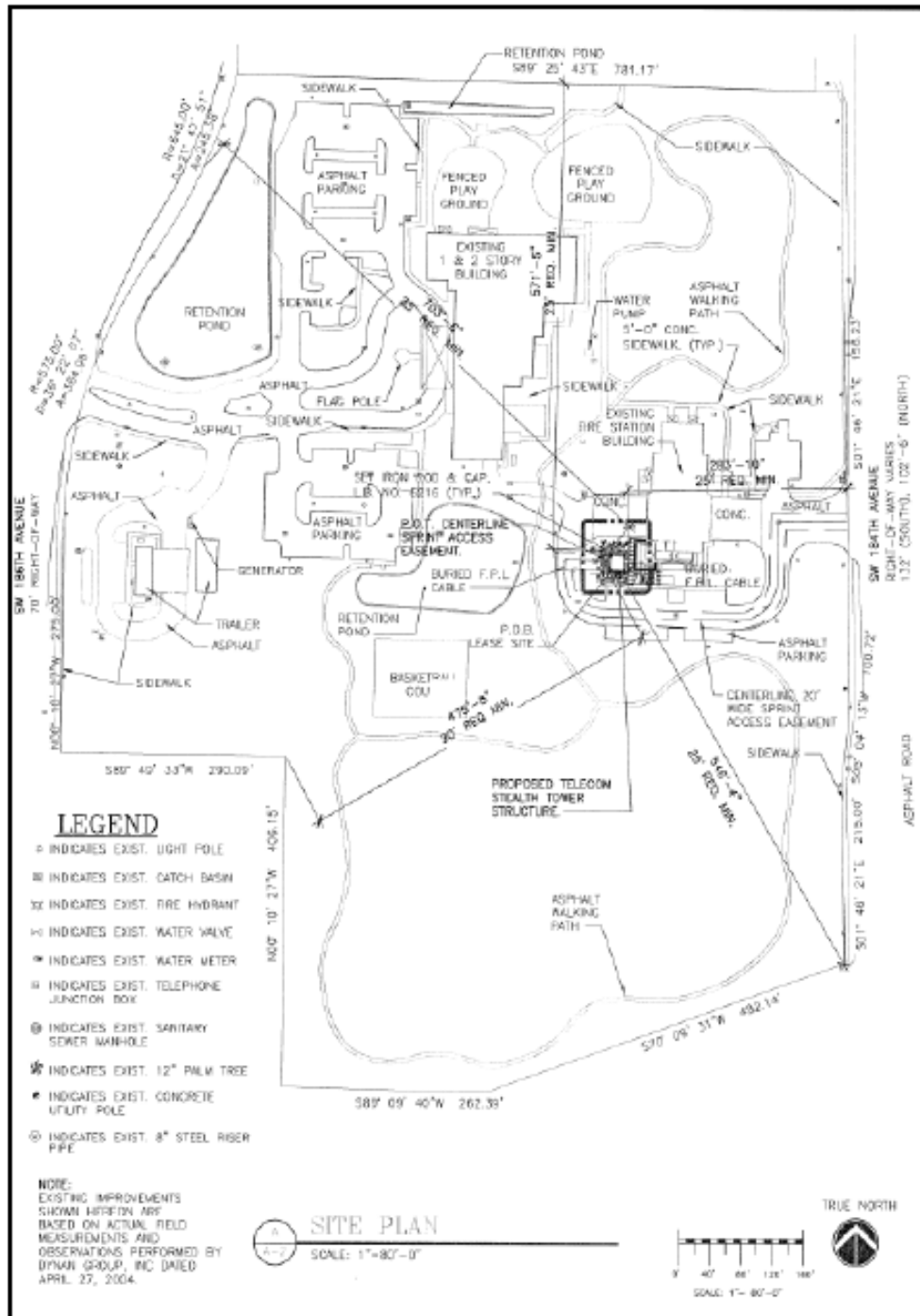


EXHIBIT B

Description of the Premises Sheet 2 – Facility Layout (Original Design Plans)

