

**ORDINANCE NO. 2022-001**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND NEW CINGULAR WIRELESS PCS, LLC, A WHOLLY OWNED SUBSIDIARY OF AT&T MOBILITY CORPORATION, TO CORRECT THE LEASED GROUND SPACE FROM 108 TO 113 SQUARE FEET WITHIN THE CITY'S GOVERNMENT CENTER TO ACCOUNT FOR AN ELECTRICAL TRANSFORMER REQUIRED WITHIN THE COMPOUND ADJACENT TO THE TELECOMMUNICATIONS TOWER SUBJECT TO ALL OTHER TERMS AND CONDITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City owns the telecommunications tower ("Tower") within the City's Government Center, located at 4800 West Copans Road, Coconut Creek, FL 33063, and leases space to several tenants through valid lease agreements; and

**WHEREAS**, as of December 3, 2020, New Cingular Wireless PCS, LLC, owned by AT&T Mobility Corporation, as its sole manager, (hereinafter "AT&T"), has had a valid lease agreement ("Lease Agreement") with the City to lease space on the Tower together with a portion of the City's land adjacent to the Tower to construct, maintain, and operate a communications facility; and

**WHEREAS**, through this First Amendment, the parties desire to amend the Lease Agreement to grant AT&T enough ground space to include an electrical transformer within its Exclusive Lease Premises, occupying roughly five (5) additional square feet within its compound adjacent to the Tower, and as more specifically detailed in the First Amendment, attached hereto as "Exhibit 1" and incorporated herein; and

**WHEREAS**, the First Amendment also clarifies AT&T's obligation to mark, upon notice, any underground facilities within the non-exclusive utility easement provided pursuant to Lease Agreement and reaffirms all other terms and conditions not in conflict with the First Amendment; and

**WHEREAS**, the City Commission of the City of Coconut Creek, Florida, finds and determines that it is in the best interests of the residents of the City to execute the First Amendment to the Lease agreement with AT&T; and

**WHEREAS**, Section 302 b.2. of the City's Charter provides that the Mayor shall sign all instruments of writing relating or pertaining to real estate, as this is an amendment to an existing lease of the City's real property, City Staff recommends that the Mayor execute same.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF COCONUT CREEK HEREBY ORDAINS:**

**Section 1: Ratification.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance. The First Amendment to the Lease Agreement between the City of Coconut Creek, Florida and New Cingular Wireless PCS, LLC (Original Lease Dated December 3, 2020) is attached hereto as "Exhibit 1," along with its attachments, and is incorporated herein and made a specific part of this ordinance.

**Section 2: Amendment to Lease.** That the City Commission hereby authorizes the First Amendment to the Lease Agreement that modifies the Exclusive Lease Premises, also referred to as AT&T's ground space or compound, and as more specifically described in the First Amendment to the Lease Agreement by and between the City of Coconut Creek and New Cingular Wireless PCS, LLC, owned by AT&T Mobility Corporation, as its sole manager, attached hereto as "Exhibit 1."

**Section 3: Charter Requirement.** That the Mayor is hereby authorized to execute said First Amendment to the Lease Agreement on behalf of the City.

**Section 4: Conflicts.** That all ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this ordinance are hereby repealed to the extent of such conflict.

**Section 5: Severability.** That should any section or provision of this ordinance or any portion thereof, any paragraph, sentence, clause 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 hereof other than the part declared invalid.

**Section 6: Effective Date.** That this ordinance shall become effective upon its passage on second and final reading.

PASSED FIRST READING THIS 13<sup>TH</sup> DAY OF JANUARY, 2022.

PASSED SECOND READING THIS 27<sup>TH</sup> DAY OF JANUARY, 2022.

\_\_\_\_\_  
Rebecca A. Tooley, Mayor

Attest:

\_\_\_\_\_  
Marianne Bowers, Interim City Clerk

	<u>1<sup>st</sup></u>	<u>2<sup>nd</sup></u>
Tooley	<u>Aye</u>	<u>Aye</u>
Rydell	<u>Aye</u>	<u>Aye</u>
Sarbone	<u>Aye</u>	<u>Aye</u>
Welch	<u>Aye</u>	<u>Aye</u>
Railey	<u>Aye</u>	<u>Aye</u>

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11/30/2021