

ORDINANCE NO. 2022-029

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 CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO ADOPT A NEW ANTENNA LAYOUT AND THE CORRESPONDING INCREASE IN RENT FOR THE ADDITIONAL LOADING ON THE CITY'S TELECOMMUNICATIONS TOWER AT SABAL PINES PARK, SUBJECT TO ALL OTHER TERMS AND CONDITIONS PROVIDED THEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns the telecommunications tower ("Tower") within the City's Sabal Pines Park, located at 5005 NW 39 Avenue, Coconut Creek, FL 33073, and leases space to several tenants via lease agreements; and

WHEREAS, since January 25, 2018, the City and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, the predecessor-in-interest to Cellco Partnership d/b/a Verizon Wireless (hereinafter "Verizon"), has had a valid lease agreement ("Lease Agreement") 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 Verizon the ability to use additional equipment at the site and increase the number of antennas upon the Tower resulting in an increase of its rent, and as more specifically detailed in the First Amendment, attached hereto as "Exhibit 1" and incorporated herein; and

WHEREAS, the First Amendment also clarifies Verizon's right to extend the lease agreement at the end of the current 10-year term, ending on June 1, 2028, for potentially three (3) additional five (5) year renewal terms (originally there were only two (2)

additional five (5) year renewal options) and same is provided in exchange for other assurances as stated in the First Amendment; and

WHEREAS, in accepting this First Amendment, the City Commission explicitly conditions its approval of any future amendments to this Lease, sought by Verizon, upon an update and comprehensive review by Verizon of its previously submitted legal descriptions contained therein; and

WHEREAS, the City recognizes the fast pace at which communications services and corresponding technology is evolving, and is conscious of the community benefits that will flow from an approval of this First Amendment without further delay; 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 Verizon at Sabal Pines Park; 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 Cellco Partnership d/b/a Verizon Wireless (Original Lease dated January 25, 2018) 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 antenna layout and provides other terms and conditions as more specifically described in the First Amendment to the Lease Agreement by and between the City of Coconut Creek and Cellco Partnership d/b/a Verizon Wireless, 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 8TH DAY OF DECEMBER, 2022.

PASSED SECOND READING THIS 12TH DAY OF JANUARY, 2023.

Joshua Rydell, Mayor

Attest:

Joseph J. Kavanagh, City Clerk

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