

ORDINANCE NO. 2016-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF COCONUT CREEK AND T-MOBILE SOUTH, LLC, WHICH PROVIDES FOR THE CONTINUED LEASING OF CITY LAND FOR A COMMUNICATIONS TOWER AND A MODIFICATION TO INCREASE THE AMOUNT OF EQUIPMENT ON THE TOWER AT WINSTON PARK; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 8, 2008, the City of Coconut Creek (“City”) approved Ordinance No. 2008-019, authorizing the Mayor to execute a lease agreement (“Agreement”) between the City and T-Mobile South, LLC (“T-Mobile”) to lease a portion of City-owned land located at the City’s Winston Park, 5201 NW 49th Avenue, Coconut Creek, FL, more fully described in the Agreement, for the purpose of constructing and maintaining a communications tower (“Tower”) and related equipment; and

WHEREAS, on November 13, 2008, the City approved Ordinance No. 2008-038, authorizing the Mayor to execute the First Amendment to the Agreement (First Amendment”), which provided for modification of the Exhibits to the Agreement; and

WHEREAS, T-Mobile desires to amend the Agreement a second time (“Second Amendment”) to modify and increase the amount of T-Mobile’s equipment on the Tower in exchange for increased rent payments to the City; and

WHEREAS, the City Commission of the City of Coconut Creek, Florida, finds and determines it to be in the best interests of the residents of the City to enter into such Second Amendment to the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and hereby approves that certain Second Amendment to the Agreement dated May 8, 2008, and the First Amendment dated November 13, 2008. The Second Amendment is attached hereto and made a part hereof as Exhibit “A” by and between the City and T-Mobile South,

LLC, providing for the modification and increase in the amount of T-Mobile's equipment on the Tower in exchange for increased rent payments to the City, a legal description of the land is attached hereto and made a part hereof as Exhibit "B." The City Commission hereby authorizes the Mayor to execute said Second Amendment to the original lease Agreement on behalf of the City. The original lease Agreement and the First Amendment are attached hereto and made a part hereof as Exhibit "C" and Exhibit "D," respectively.

Section 2: That the term of the original lease Agreement was for a period of ten (10) years from May 8, 2008, with two (2) automatic five (5) year renewals (unless T-Mobile South, LLC advises the City of its intent not to renew at least six (6) months prior to the end of the then current term). The rent payment as provided in the Second Amendment will increase the rent by Eight Hundred Thirty-Two Dollars and Sixty-Six Cents (\$832.66) per month.

Section 3: That a copy of this Ordinance, along with Exhibit "B," the legal description of the land hereby leased, is to be recorded in the public records of Broward County, Florida. Exhibit "A," which is the Second Amendment to the original lease Agreement attached to this Ordinance, Exhibit "C," which contains the original lease Agreement dated May 8, 2008, and Exhibit "D," which contains the First Amendment dated November 13, 2008, are not to be recorded.

Section 4: That in the event any provision or application of this Ordinance shall be held to be invalid by a court of competent jurisdiction, it is the legislative intent that the other provisions and applications hereof shall not be thereby affected.

Section 5: That all ordinances or parts of ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

Section 6: That this Ordinance shall become effective immediately upon its passage on second and final reading.

PASSED FIRST READING THIS 23rd DAY OF June, 2016

PASSED SECOND READING THIS 14th DAY OF July, 2016.

Mikkie Belvedere, Mayor

Attest:

Leslie Wallace May, MMC
City Clerk

	<u>1st</u>	<u>2nd</u>
Belvedere	<u>Absent</u>	_____
Rydell	<u>Aye</u>	_____
Sarbone	<u>Aye</u>	_____
Tooley	<u>Aye</u>	_____
Welch	<u>Aye</u>	_____