

ORDINANCE NO. 2022-021

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 ADOPT A NEW ANTENNA LAYOUT AND THE CORRESPONDING INCREASE IN RENT FOR THE ADDITIONAL LOADING ON THE CITY'S TELECOMMUNICATIONS TOWER AT WINSTON 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 Winton Park Nature Center, located at 5201 NW 49 Avenue, Coconut Creek, FL 33073, and leases space to several tenants via lease agreements; and

WHEREAS, as of October 10, 2019, New Cingular Wireless PCS, LLC, wholly 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 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 AT&T's obligation to preserve as many of the faux branches of the monopine structure as possible, maintain consistency with the existing concealment qualities of the Tower, and provide other assurances as stated in 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 October 10, 2019) 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 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 22ND DAY OF SEPTEMBER, 2022.

PASSED SECOND READING THIS _____ DAY OF _____, 2022.

Joshua Rydell, Mayor

Attest:

Joseph J. Kavanagh, City Clerk

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

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