

**ORDINANCE NO. 2015-003**

**AN ORDINANCE OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF COCONUT CREEK AND T-MOBILE SOUTH, LLC WHICH PROVIDES FOR THE LEASING OF CITY LAND AND SPACE ON AN EXISTING TOWER FOR A COMMUNICATIONS FACILITY; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, T-Mobile South, LLC (“T-Mobile”) has applied to lease a portion of city-owned land from the City of Coconut Creek (“City”) for the purpose of constructing and maintaining a communications facility on an existing tower; and

**WHEREAS**, the City Commission of the City of Coconut Creek, Florida, finds and determines it to be in the best interests of the citizens of the City to enter into such 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 Agreement executed by T-Mobile on January 21, 2015 attached hereto and made a part hereof as Exhibit “A” by and between the City and T-Mobile, providing for the lease of city-owned land and space on an existing tower for the purpose of constructing and maintaining a communications facility and hereby authorizes the Mayor to execute said Agreement on behalf of the City. A legal description of the property hereby leased is attached hereto and made a part hereof as Exhibit “B.”

**Section 2:** That the initial term of the Agreement is for a period of ten (10) years from with two (2) automatic five (5) year renewals (unless T-Mobile advises the City of its intent not to renew at least six (6) months prior to the end of the then current term). The Agreement provides for a rent payment of Thirty-Six Thousand Dollars (\$36,000.00) per year with annual increases.

**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 Agreement attached to this Ordinance, is not to be recorded.

**Section 4:** That in the event any provision or application of this Ordinance shall be held to be invalid, 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5:** That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.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 be in full force and effect immediately.

**PASSED FIRST READING THIS 12TH DAY OF FEBRUARY, 2015.**

**PASSED SECOND READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

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

Attest:

\_\_\_\_\_  
Leslie Wallace May, MMC  
City Clerk

	1 <sup>st</sup>	2 <sup>nd</sup>
Tooley	Aye	_____
Belvedere	Aye	_____
Sarbone	Aye	_____
Welch	Aye	_____