

ORDINANCE NO. 2016-005

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 VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS COMMUNICATIONS (“VERIZON”) WHICH PROVIDES FOR THE LEASING OF CITY LAND FOR A COMMUNICATIONS TOWER AND RELATED EQUIPMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Verizon Wireless Personal Communications LP d/b/a Verizon Wireless (“Verizon”) has applied to lease a portion of City-owned land from the City of Coconut Creek (“City”) for the purpose of constructing and maintaining equipment on an existing communications tower located at 5555 Regency Lakes Boulevard (“Lakeside Park”); 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 Verizon on December 17, 2015 attached hereto and made a part hereof as Exhibit “A” by and between the City and Verizon, 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 the date of execution with two (2) automatic five (5) year renewals (unless Verizon 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 Nine Thousand Nine Hundred Dollars (\$39,900.00) per year with annual increases in the amount of 3 percent.

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: Conflicts. 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. Should any provision of this Ordinance 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 immediately upon its passage on second and final reading.

PASSED FIRST READING THIS 14th DAY OF January, 2016.

PASSED SECOND READING THIS 11th DAY OF February, 2016.

Rebecca A. Tooley, Mayor

Attest:

Leslie Wallace May, MMC
City Clerk

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