

ORDINANCE NO. 2017-055

AN ORDINANCE OF THE CITY COMMISSION 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”) TO PROVIDE FOR THE LEASING OF CITY LAND AND A TELECOMMUNICATIONS TOWER AT SABAL PINES PARK; 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 and a telecommunications tower located at 5005 NW 39th Avenue, Coconut Creek, Florida (“Sabal Pines Park”) from the City of Coconut Creek (“City”) for the purpose of constructing and maintaining a communications facility on the 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 residents 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: 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.

Section 2: That the City Commission has reviewed and hereby approves that certain Lease Agreement, attached hereto and made a part hereof as Exhibit “1,” 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 provided in the “Memorandum of Agreement,” attached hereto and made a part hereof as Exhibit “2.”

Section 3: That the initial term of the Agreement is for a period of ten (10) years with two (2) successive five (5) year renewal periods, 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 an annual increase of three percent (3%) of the annual rent.

Section 4: Recordation. That a copy of this Ordinance, along with Exhibit “2” entitled the “Memorandum of Agreement,” is to be recorded in the public records of Broward County, Florida. Exhibit “1,” which is the Agreement attached to this Ordinance is not to be recorded.

Section 5: 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 6: 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 7: Effective Date. That this Ordinance shall become effective upon its passage on second and final reading.

PASSED FIRST READING THIS 14TH DAY OF DECEMBER, 2017.

PASSED SECOND READING THIS 11TH DAY OF JANUARY, 2018.

Rebecca A. Tooley, Mayor

Attest:

Leslie Wallace May, City Clerk

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