

**RESOLUTION NO. 2017-314**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED USE AGREEMENT BETWEEN THE CITY AND SEMINOLE PROPERTIES II, INC. TO PROVIDE FOR TEMPORARY AND NONEXCLUSIVE OVERFLOW PARKING USE OF CITY PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Coconut Creek ("City") is the owner of the property legally described as all of Tract E, Commerce Center of Coconut Creek, according to the Plat thereof, as recorded in Plat Book 131, Page 30, of the Public Records of Broward County, Florida. Said lands lying in the City of Coconut Creek, Broward County, Florida, containing 10.028 acres, more or less; and

**WHEREAS**, Seminole Properties II, Inc. ("Seminole") desires to use a portion of Tract E as more particularly described in Exhibit "B" attached to the Agreement (the "Property") from time to time for the purpose of overflow parking and/or special events sponsored by Seminole and/or the Seminole Tribe of Florida; and

**WHEREAS**, Seminole has requested permission to use the City Property for temporary and nonexclusive overflow parking purposes as needed; and

**WHEREAS**, the City has agreed to permit Seminole to use the City Property upon the terms and conditions as stated in the attached Use Agreement, marked as Exhibit "1" (the "Agreement"), for use during all weekends from December 31, 2017, to April 30, 2018, and for a maximum of four (4) additional times for special events, for one (1) year commencing on the date this Agreement is signed by the City ("Effective Date") and ending one (1) year thereafter ("Termination Date"). Seminole may renew the Agreement for two (2) successive one (1) year terms after the initial term on the same terms and conditions as set forth hereinafter unless sooner terminated by the City; and

**WHEREAS**, the City Commission authorizes the City Manager, or designee, to execute the Use Agreement, which grants to Seminole Properties II, Inc. a temporary and nonexclusive overflow parking use of the City Property upon and subject to the terms and conditions set forth therein.

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

**Section 1:** That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All Exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

**Section 2:** That the City Commission has reviewed and hereby approves the attached Use Agreement.

**Section 3:** That the City Manager, or designee, is hereby authorized to execute said Agreement by and between the City of Coconut Creek and Seminole Properties II, Inc.

**Section 4:** That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

**Section 5:** That this Resolution shall be in full force and effect immediately upon its adoption.

**Adopted this 14<sup>th</sup> day of December, 2017.**

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

Attest:

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

Tooley	<u>Aye</u> _____
Rydell	<u>Aye</u> _____
Sarbone	<u>Aye</u> _____
Belvedere	<u>Aye</u> _____
Welch	<u>Aye</u> _____