

ORDINANCE NO. 2025-051

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF COCONUT CREEK AND T-MOBILE SOUTH, LLC, WHICH PROVIDES FOR THE CONTINUED LEASING OF CITY LAND FOR A COMMUNICATIONS TOWER AND A MODIFICATION TO THE EQUIPMENT ON THE TOWER, EXPANSION OF THE GROUND LEASE, AND REPLACEMENT OF EQUIPMENT ON THE GROUND; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, T-Mobile South, LLC, as successor-in-interest to Omnipoint Holdings, Inc. ("T-Mobile"), has an existing Space Lease Agreement with the City dated December 9, 2004 ("Lease"), to lease a portion of City-owned land located at 5555 Regency Lakes Boulevard, Coconut Creek, Florida from the City of Coconut Creek ("City") for the purpose of installing, operating, and maintaining equipment on communications tower ("Tower"); and

WHEREAS, on April 24, 2008, the City approved Ordinance No. 2008-018, authorizing the Mayor to execute the First Amendment to the Agreement ("First Amendment"), which provided for modification of equipment on the existing tower and an increase in monthly rent in the amount of Two Hundred Sixty-two Dollars and 50/100 (\$262.50) for total annual rent payment of Thirty-Five Thousand Eight Hundred Fourteen Dollars and 00/100 (\$35,814.00); and

WHEREAS, on February 26, 2015, the City approved Ordinance No. 2015-004, authorizing the Mayor to execute the Second Amendment to the Agreement ("Second Amendment"), which provided for the removal and replacement of equipment on the existing Tower; and

WHEREAS, on January 24, 2019, the City approved Ordinance No. 2018-042

authorizing the Mayor to execute the Third Amendment to the Agreement (“Third Amendment”), which provided for the removal of the existing generator and installation of a new twenty-five (25) kilowatt generator within the existing space; and

WHEREAS, T-Mobile desires to amend the agreement a fourth time (“Fourth Amendment”) to modify the equipment on the tower, which will increase the load factor on the tower; and

WHEREAS, T-Mobile also desires to expand the ground lease space to accommodate its new ground cabinet configuration, which will increase the leased premises on the ground; and

WHEREAS, the City Commission of the City of Coconut Creek, Florida, finds and determines that it is in the best interest of the residents of the City to execute the Fourth Amendment to the Lease Agreement with T-Mobile at Lakeside Park; 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, and 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 Fourth Amendment to the Lease Agreement between the City of Coconut Creek, Florida and T-Mobile South, LLC, (Original Lease Dated December 9, 2004) 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 Fourth Amendment to the Lease Agreement that modifies the equipment on the tower, expands the ground lease, and provides other terms and conditions as more specifically described in the Fourth Amendment to the Lease Agreement by and between the City of Coconut Creek and T-Mobile, LLC, attached hereto as “Exhibit 1.”

Section 3: Charter Requirement. That the Mayor is hereby authorized to execute said Fourth 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 _____ DAY OF _____, 2025.

PASSED SECOND READING THIS _____ DAY OF _____, 2025.

Jacqueline Railey, Mayor

Attest:

Joseph J. Kavanagh, City Clerk

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