

ORDINANCE NO. 2025-055

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH 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 AT WINSTON PARK AND A MODIFICATION OF THE EQUIPMENT ON THE TOWER; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 8, 2008, the City of Coconut Creek ("City") approved Ordinance No. 2008-019, authorizing the Mayor to execute a lease agreement ("Agreement") between the City and T-Mobile South, LLC ("T-Mobile") to lease a portion of City-owned land located at the City's Winston Park, 5201 NW 49 Avenue, Coconut Creek, Florida, more fully described in the Agreement, for the purpose of constructing and maintaining a communications tower ("Tower") and related equipment; and

WHEREAS, on November 13, 2008, the City approved Ordinance No. 2008-038, authorizing the Mayor to execute the First Amendment to the Agreement ("First Amendment"), which provided for the modification of Exhibits to the Agreement; and

WHEREAS, on July 14, 2016, the City approved Ordinance No. 2016-29, authorizing the Mayor to execute the Second Amendment to the Agreement, which provided for modifications and increases to the amount of equipment on the Tower in exchange for increased rent payments to the City; and

WHEREAS, on January 11, 2017, the City approved Ordinance No. 2017-052, authorizing the Mayor to execute the Third Amendment to the Agreement, which provided for a modification to, and increased the amount of, T-Mobile's equipment on the Tower, said modifications did not increase T-Mobile's loading factor on the Tower; and

WHEREAS, on January 24, 2019, the City approved Ordinance No. 2018-041, authorizing the Mayor to execute the Fourth Amendment to the Agreement, which provided for the installation of a new 48 kilowatt generator within the existing space and replacement of the existing six foot (6') fence with a new eight foot (8') fence to conceal the new generator; and

WHEREAS, T-Mobile desires to amend the Agreement a fifth time to modify the equipment on the Tower, which will increase the loading factor on the Tower; and

WHEREAS, T-Mobile and the City also desire to amend the Agreement to clarify the non-exclusive easement areas and other terms under the lease; 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 Fifth Amendment to the Lease Agreement with T-Mobile at Winston 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 Fifth Amendment to the Lease Agreement between the City of Coconut Creek, Florida and T-Mobile South, LLC, (Original Lease dated May 8, 2008) 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 Fifth Amendment to the Lease Agreement that modifies the equipment on the tower, and provides other terms and conditions, as more specifically described in the

Fifth 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 Fifth 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	_____	_____