

CITY OF POMPANO BEACH  
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING ORDINANCE NO. 94-26 BY APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BELL SOUTH MOBILITY, INC. MODIFYING THE TERMS OF THE AGREEMENT RELATING TO ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Ordinance No. 94-26 on March 8, 1994 wherein the City approved a contractual relationship between the City of Pompano Beach and BellSouth Mobility, Inc. which provided for the lease of certain real property at the Pompano Beach Public Safety Complex along with permission to attach certain communication-related equipment to a City-owned communications tower; and

WHEREAS, the parties desire to modify and amend the agreement to properly reflect the process governing electricity consumption by BellSouth Mobility, Inc.; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which

hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That the First Amendment between the Lease Agreement between the City of Pompano Beach and BellSouth Mobility, Inc. modifying the terms of the existing Agreement between the parties relating to electrical service, a copy of which Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City officials are hereby authorized to execute said Amendment to the Agreement.

SECTION 3: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 3rd day of May, 1994.

PASSED SECOND READING this 10th day of May, 1994.

  
\_\_\_\_\_  
E. PAT LARKINS, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS  
CITY CLERK

PDE:amd  
3/25/94 ORD-12 94-214

**FIRST AMENDMENT  
TO  
LEASE AGREEMENT  
BETWEEN  
CITY OF POMPANO BEACH  
AND  
BELLSOUTH MOBILITY INC**

This FIRST AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as "Amendment") is made and entered into this 10th day of May, 1994 between CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 W. Atlantic Blvd, Pompano Beach, Florida, hereinafter referred to as "LESSOR" and BELLSOUTH MOBILITY INC, a Georgia corporation, with an address of 500 Cypress Creek Road West, Suite 500, Fort Lauderdale, Florida, hereinafter referred to as "TENANT".

**RECITALS:**

WHEREAS, LESSOR and TENANT have entered into a Lease Agreement, approved by the City of Pompano Beach City Commission on March 8, 1994, hereinafter referred to as "Agreement", for a portion of real property containing approximately 2,807 square feet, located at 100 S. W. 3rd Street, Pompano Beach, County of Broward, State of Florida, hereinafter referred to as the "leased premises"; and

WHEREAS, the Parties desire to modify and amend the Agreement to properly reflect the process in which electricity service shall be monitored and paid by TENANT and their present understanding and agreement,

NOW, THEREFORE, in consideration of the execution of this Amendment to Agreement, the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged from one party from the other, the Parties hereto do hereby agree as follows:

1. The foregoing recitations are true and correct and are hereby incorporated herein by reference.

2. Paragraph 1 of the Agreement shall be amended to provide:

1. Premises:

. . . TENANT shall be responsible for providing electric service to its unmanned equipment shelter for the operation of TENANT's communications equipment. TENANT shall be solely liable for electricity expenses relating to its installation and equipment. TENANT's electrical service shall be separately monitored by the installation of a check meter. TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter. LESSOR shall pay Florida Power and Light (FP&L) for any electricity used by TENANT when billed by FP&L. TENANT and LESSOR agree that LESSOR will review the check meter periodically but no less than monthly to determine TENANT's actual electricity used by its installation and equipment. LESSOR may then request reimbursement for the amount then due as a result of TENANT's electrical use, any such request shall include reasonable documentation which shall include FP&L's then current electricity rate and any applicable taxes or tariffs. Upon receipt of a request for reimbursement together with reasonable documentation, TENANT shall pay LESSOR for its electricity use within forty-five (45) days of receipt of such request.

3. All other terms and conditions of the said original Lease Agreement shall remain in full force and effect. The validity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement or this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement on the date and year first above written.

LESSOR

CITY OF POMPANO BEACH, FLORIDA

Signed, sealed and delivered  
in the presence of:

Lydia Morales  
Print Name Lydia Morales

By: E. Pat Larkins  
E. Pat Larkins, Mayor

Tammy J. Rogers  
Print Name Tammy J. Rogers

By: Larry McNerney  
Larry McNerney, City Manager

(SEAL)

Attest:

Approved by:

By: Mary L. Chambers  
Mary L. Chambers  
City Clerk

By: Sharon V. Thorsen, Esq.  
Sharon V. Thorsen, Esq.  
City Attorney

STATE OF FLORIDA :

COUNTY OF BROWARD :

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1994, before me personally appeared E. Pat Larkins, as Mayor of the CITY OF POMPANO BEACH, a municipal Florida corporation who is personally known to me .

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 1994.

NOTARY PUBLIC  
Print Name \_\_\_\_\_

My Commission Expires:

**TENANT**

Signed, sealed and delivered  
in the presence of:

Erany Walsh  
Print Name Erany Walsh

Brian Beauchamp  
Print Name Brian Beauchamp

**BELLSOUTH MOBILITY INC**

By: James W. Woody  
Print Name: Director of Finance  
Address: \_\_\_\_\_

6/7/94

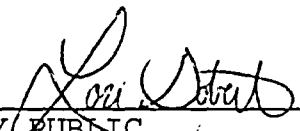
STATE OF FLORIDA :

COUNTY OF BROWARD :

I HEREBY CERTIFY that on this 7<sup>th</sup> day of June,

1994, before me personally appeared James W. Worley,  
as \_\_\_\_\_ of BELLSOUTH MOBILITY INC, who is  
personally known to me ~~or who has produced~~ \_\_\_\_\_  
~~as identification~~ and who ~~did~~ (did not) take an oath.

WITNESS my hand and official seal this 7<sup>th</sup> day of June,  
1994.

  
\_\_\_\_\_  
NOTARY PUBLIC

Print Name Lori Gobert

My Commission Expires: 3/29/97



5434LEAS.Amd  
rev4/7/94

"CITY":

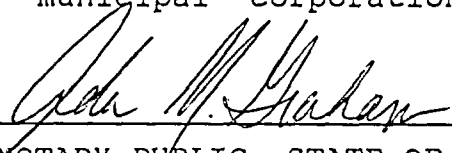
CITY OF POMPANO BEACH

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on this 17th day of May, 1994, by E. PAT LARKINS, as Mayor, of the City of Pompano Beach, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known.

NOTARY SEAL:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 4, 1995  
BONDED THRU GENERAL INS. UND.

  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking  
Acknowledgment)

ADA M. GRAHAM

(Name of Acknowledger Typed,  
Printed or Stamped)

CC157598

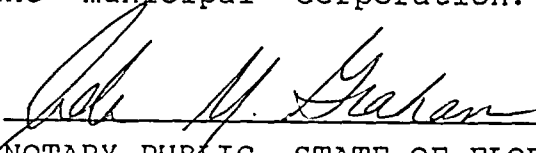
(Commission Number)

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on this 17th day of May, 1994, by LAWRENCE MCNERNEY, as City Manager, of the City of Pompano Beach, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me.

NOTARY SEAL:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 4, 1995  
BONDED THRU GENERAL INS. UND.

  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking  
Acknowledgment)

ADA M. GRAHAM

(Name of Acknowledger Typed,  
Printed or Stamped)

CC157598

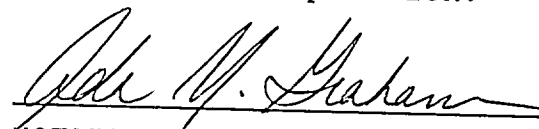
(Commission Number)

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on  
this 17th day of May, 1994, by MARY L. CHAMBERS,  
as City Clerk of the City of Pompano Beach, a Florida municipal  
corporation, on behalf of the municipal corporation. She is  
personally known to me.

NOTARY SEAL:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 4, 1995  
BONDED THRU GENERAL INS. UND.

  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of the Notary  
Taking Acknowledgment)

ADA M. GRAHAM

(Name of Acknowledger Typed,  
Printed or Stamped)

CC157598

(Commission Number)