

MEETING DATE: 5/11/22

ITEM: 5

AGENDA ITEM SUMMARY

Subject: Lease of city parking lot by US Cellular

Background Summary:

We have been approached by US Cellular to utilize a portion of the city parking lot located behind the Charles City Press building to locate a temporary cell phone tower to carry the extra load that will occur for RAGBRAI here in Charles City. The proposed agreement is attached, which includes revisions suggested by Brad. Representatives from US Cellular will be on the Zoom meeting to answer any questions we may have. They have suggested \$500 as a rent amount.

This item will be on the next regular agenda for council action.

CITY OF CHARLES CITY

may be introduced in any proceeding, including litigation.

12. **Hazardous Substances.** The Parties will not introduce any substance in violation with any applicable federal, state or local law or regulation.

13. **Waiver of Licensor's Lien.** Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Wireless Communication Facility or any portion thereof which is deemed personal property for the purpose of this License, regardless of whether or not same is deemed real or personal property under applicable laws, and Licensor gives Licensee the right to remove all or any portion of the same from time to time, in Licensee's sole discretion and without Licensor's consent.

14. **Miscellaneous**

- a. The substantially prevailing Party in any litigation arising hereunder will be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.
- b. This Agreement constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both Parties.
- c. This Agreement is construed in accordance with the laws of the state in which the Property is located.
- d. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

15. **Regulations.** Licensee shall comply with all applicable laws and safety codes and regulations pertaining to Licensee's facilities and equipment.

16. **Non-Interference.** Tenant shall not use the Premises in any way which creates frequency interference with any equipment or transmissions of third parties.

DATED as of the date first set forth above.

LICENSOR: City of Charles City

By: _____

Print Name: _____

Its: _____

LICENSEE: USCOC of Greater Iowa, LLC

By: _____

Print Name: _____

Its: Vice President

EXHIBIT "A"
DESCRIPTION OF THE "PREMISES"

(See attached page)

Commented [JS3]: US Cellular will provide drawings for this exhibit page