

MEETING DATE: 6/20/22

ITEM: 10 B

AGENDA ITEM SUMMARY

Subject: License agreement with US Cellular

Background Summary:

A request has been made by US Cellular to locate a temporary cell tower in the city to accommodate the large volume of calls that will be made when RAGBRAI is here overnight on July 28. They had originally requested use of the lot to the west of the Optometric Center. Council has suggested use of the lot to the south of the NIACC center instead and or possibly the Senior Center lot. This lease has already been executed. They also need a license agreement to be executed between them and the city. This agreement is enclosed. Brad has reviewed this agreement.

Adequate cell phone coverage is important with this event, especially for law enforcement. We recommend approval of this resolution.

CITY OF CHARLES CITY

RESOLUTION NO. 75-22

*RESOLUTION APPROVING LICENSE AGREEMENT BETWEEN US CELLULAR AND
THE CITY OF CHARLES CITY FOR*

WHEREAS, US Cellular is desirous of installing a cell site on wheels/light truck (COLT) in the city for RAGBRAI, and

WHEREAS, this unit will be located in the parking lot directly south of the NIACC Center,

WHEREAS, a license agreement has been drafted and reviewed by the city attorney, and

WHEREAS, the amount of license fee will be \$500.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, meeting in regular session on this 20th day of June, 2022, that the Mayor and City Clerk are hereby authorized and directed to execute said license agreement subject to its conditions between the City and US Cellular.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this 20th day of June, 2022.

Dean Andrews, Mayor

Attest:

Trudy O'Donnell, City Clerk

LICENSE AGREEMENT

SUMMARY

Site #: COLT #8/760491
Commencement Date: July 18, 2022
Licensor: City of Charles City

Site Address: 203 Brantingham, Charles City, Iowa 50616

Contact Name: Trudy O'Donnell
Phone Number: 641-257-6300

This Agreement documents a License agreement made this _____ day of _____, 20____, by and between City of Charles City ("Licensor"), and USCOC of Greater Iowa, LLC, a Delaware limited liability company ("Licensee") collectively referred to as the ("Parties").

1. **Acceptable Premises.** During the term of this License, Licensor agrees to cooperate with Licensee in obtaining, at Licensee's expense, all licenses and permits required for Licensee's use of the Premises (the "Governmental Approvals")
2. **Commencement of License.** This License shall commence on July 18, 2022 ("Commencement Date").
3. **Premises.** The Licensed "Premises" is a portion of the Property owned by Licensor and located at 203 Brantingham, Charles City, Iowa. The Premises includes the nonexclusive right of ingress and egress, seven (7) days a week, twenty-four (24) hours a day and utilities thereto. The Premises and easement for ingress, egress and utilities are depicted in Exhibit "A".
4. **Use.** The Premises will be used by Licensee for a temporary "Wireless Communications Facility" and uses incidental thereto. The Wireless Communications Facility consists of an unmanned cell site on wheels/light truck (COLT), antenna support structures, antennas and all necessary connecting appurtenances. Licensee is responsible for all utilities required by its use of the Premises. Licensee will promptly reimburse the Licensor for all utilities required by its use of the Premises. Licensee may make a separately metered connection to the commercial electric transformer located on the Property provided sufficient capacity above that required for Licensor's use exists.
5. **License Term.**
The Term of this License is from July 18, 2022 through August 5, 2022 unless extended by written agreement signed by both Parties.
6. **License Fees.**
The License fees owed will be Five Hundred and 00/100 Dollars (\$500.00). Rent is paid in advance to Licensor and is due on or before the Commencement Date. All rent and other payments under this License are to be made to Licensor at the address specified.
7. **Termination.** Upon termination, Licensee will maintain ownership of, and remove the Wireless Communications Facility. Licensee shall remove any utilities or other connections. Licensee shall have the right to terminate this agreement with written notice if for any reason it cannot obtain the Government Approvals in order to operate the Wireless Communication Facility.
8. **Insurance.** Licensee will continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering Licensee's work and operations upon Licensor's Property.
9. **Indemnification.** Licensee agrees to indemnify and hold Licensor harmless from any and all claims arising from the installation, use, maintenance, repair or removal of the Wireless Communications Facility, now or in the future, except for claims arising from the negligence or intentional acts of the Licensor, its employees, agents, independent contractors, or subcontractors.
10. **Notices.** All notices, requests, demands and other communications hereunder will be in writing and will be deemed given if personally delivered, mailed (certified and return receipt requested), or sent by courier to the following addresses:

If to Licensor:
City of Charles City
Attn: Steve Diers
101 Milwaukee Mall
Charles City, IA 50616

If to Licensee:
USCOC of Greater Iowa, LLC
8410 West Bryn Mawr Avenue
Chicago, IL 60631-3486
Attn.: Real Estate Lease Administration
11. **Title and Quiet Enjoyment.** Licensor warrants that: (a) it has full right, power, and authority to execute this Agreement; (b) it has good and unencumbered title to the Property free and clear of any liens or mortgages. Licensor further warrants that Licensee

will have the quiet enjoyment of the Premises during the Term.

- 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 Licensors Lien.** Licensors 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 Licensors gives Licensee the right to remove all or any portion of the same from time to time, in Licensee's sole discretion and without Licensors 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.
 - e. If the RAGBRAI event is cancelled due to the Covid-19 pandemic, this license agreement is null and void. Licensors will remit the License Fee back to the Licensee within thirty (30) days after the announcement of the cancellation of the event.
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 pre-existing third parties located on the Property.

DATED as of the date first set forth above.

LICENSOR: City of Charles City

By: _____

Print Name: _____

Its: _____

Date: _____

LICENSEE: USCOC of Greater Iowa, LLC

By: _____

Print Name: _____

Its: Vice President

Date: _____

