

City of Scottsbluff, Nebraska

Monday, March 3, 2014

Regular Meeting

Item Reports5

Council to consider the renewal of a Lease Agreement with DataLink, L.L.C. for their GPS Base Unit Antenna System mounted on the Airport Water Tower, and authorize the Mayor to execute the Agreement.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: March 3, 2014

AGENDA TITLE: Council to consider the renewal of a Lease Agreement with DataLink, L.L.C. for their GPS Base Unit Antenna System mounted on the Airport Water Tower.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: DataLink, L.L.C., has an existing Lease Agreement with the City for renting a portion of the Airport Water Tower where a GPS base unit, antennae, cables, hardware and appurtenances are mounted. The Lease expires on April 7, 2014 and they desire to renew it for another three year term. The Lease includes a rental fee of \$150.00 a month. The terms and conditions of the renewal remain the same and have been re-evaluated by the City Attorney's office.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Council approve the renewal of this Lease Agreement and authorize the Mayor to sign it.

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☒ Copy of Lease Agreement

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

LEASE

This Lease is made _____, 2014 between the City of Scottsbluff, Nebraska, a Municipal Corporation ("City") and DataLink, L.L.C., a Nebraska limited liability company ("DataLink").

1. Description.

City owns the following described real estate upon which is located a water tower ("tower site"):

Easement Tract at Airport in Section 20, Township 22 North,
Range 55 West, Scotts Bluff County, Nebraska.

DataLink requests to mount and locate a 7db antenna approximately 7 feet in length at or near the top of the water tower with 7/8" coax Heliac cable down the tower and place a Trimble MS 750 Base receiver, Trimble SiteNet 900 radio, 12 volt Automotive Battery Backup, Hoffman box with power supply ("Radio Equipment") inside the building at the tower site. All this equipment operates at 902-928 MHz spread spectrum. The City agrees to lease space at its tower site to DataLink for the purpose of maintaining and operating the Radio Equipment.

2. Term and Rent.

The term of this Lease shall be for three (3) years from the date this Lease was made, unless terminated earlier by either party. DataLink agrees to pay rent in the amount of \$150.00 per month, payable in advance, for each month of the term of this Lease. Either party has the right to terminate this lease upon giving sixty (60) days written notice to the other party, at which time provision 5.e. of this Lease will apply.

3. Access.

DataLink, upon notice to the City, shall have a right of reasonable access at all reasonable times to the tower site for construction, maintenance and repair of their Radio Equipment.

4. Use.

DataLink agrees to use the tower site for the purposes intended by this Lease. Currently, the City is required by the Federal Aviation Administration to have an obstruction marking signal on its water tower. DataLink represents that the addition of its Radio Equipment to the water tower adds no more than 10 feet to the existing height of the tower, and no obstruction marking signal will be required for DataLink's Radio Equipment.

5. DataLink's Representations.

DataLink warrants and represents the following:

- a. It will be responsible for and shall indemnify and hold harmless the City for any damage caused to City by DataLink's use of the water tower and tower site.
- b. It will carry liability insurance for property damage in the amount of \$1,000,000.00 and bodily injury in the amount of \$1,000,000.00. The City will be shown as an additional insured. Proof of such insurance shall be furnished to the City.
- c. It will keep its Radio Equipment and improvements in good repair.
- d. Its use of the tower site and operation of its Radio Equipment will not be in violation of any law or regulation.
- e. Upon the termination of this Lease for any reason, will, within 30 days, remove its Radio Equipment, and leave the tower site in as good a condition as when entered, subject to reasonable wear and tear and for damage due to causes beyond DataLink's control, if the Radio Equipment is not removed within 30 days, then it shall, at the election of the City, be considered abandoned and become City property.
- f. It will not assign this Lease without City's consent.
- g. DataLink shall be responsible for the cost of installing and maintaining all power lines and equipment necessary for its use.

6. **City's Obligations and Conduct.**

City agrees that it will not intentionally cause any damage or interference with DataLink's Radio Equipment or its operation. The City makes no representations to the suitability of the location of the water tower for the use intended by DataLink.

7. **Default.**

It shall be deemed a default by DataLink if the following occurs:

- a. DataLink fails to pay rent when due.
- b. There is a violation of any provision of this Lease, other than failure to pay rent, where the violation continues for 30 days from the date of written notification by City, delivered in person to DataLink, or by mail, to DataLink, at ~~927 West 3rd~~, P.O. Box P, Alliance, NE 69301.
PO Box P
1107 Flack Ave
- c. Upon default, City shall have all legal remedies available to it to include the right to render DataLink's Radio Equipment inoperable and to remove it from the water tower and tower site.

8. **Entire Agreement, Amendment and Binding Effect.**

This Agreement shall constitute the entire agreement of the parties. It shall not be amended and no provisions shall be considered as waived unless in writing signed by all parties. It shall be binding upon the heirs, personal representatives, successors and assigns of the parties.

CITY OF SCOTTSBLUFF, NEBRASKA, A Municipal Corporation,

By _____

Mayor ATTEST:

City Clerk _____

(Seal)

DataLink, L.L.C., a Nebraska limited liability company,

BY _____

Authorized Member

State of Nebraska, Scotts Bluff County: ss.

This Lease was acknowledged before me on _____, 2014, by Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, a Municipal Corporation, on behalf of the City.

Notary Public

State of Nebraska, Scotts Bluff County: ss.

This Lease was acknowledged before me on 1/15/14, 2014 by Delwin Penlerick, as the authorized member of DataLink, L.L.C., a Nebraska limited liability company, for and on behalf of the company.

Holly Brock
Notary Public