

CITY OF ROY, WASHINGTON

RESOLUTION NO. 964

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROY, WASHINGTON, AUTHORIZING AN AMENDMENT TO PROFESSIONAL LEASE AGREEMENT BETWEEN THE CITY OF ROY AND (LESSOR) CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS (LESSEE) , INC. FOR CITY ENGINEER SERVICES

WHEREAS, the City of Roy currently has a lease agreement in place with Cellco Partnerships D/B/A Verizon Wireless since 1999 (with 3 additional amendments prior) for the use of site 940 Tower Rd. Roy, Washington 98580; and

WHEREAS, the current option and site lease agreement expires on November 30th, 2024,

WHEREAS, the City Council of the City of Roy finds it is in the best interests of the City and its residents to re-enter an agreement with Cellco Partnership d/b/a Verizon Wireless for the continued use of the Water Tower site at 940 Tower Rd, Roy, WA 98580.

NOW THEREFORE, be it resolved by the City Council of the City of Roy:

Section 1. Findings. It is the intent of the City Council of the City of Roy that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

Section 2. Authorization. The Mayor is hereby authorized to sign a Site Lease Agreement with Cellco Partnership d/b/a Verizon Wireless in the form attached hereto as Exhibit A (Fourth Amendment Option and Site Lease Agreement) and incorporated herein by this reference and any additional documents provided.

Section 3. Ratification. The City Council hereby ratifies all actions consistent with this authorization that occurred prior to this Resolution.

Section 4. Terms. Notwithstanding anything contained in the attached agreement to the contrary, the current agreement shall expire on November 30, 2024. Commencing on December 1, 2024, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 5 additional terms of 5 years each (each, an “Additional Extension Term”), unless Lessee terminates the Agreement by giving Lessor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

Section 5. Rent & Rent Credit. Commencing on December 1, 2024, the monthly rent during the Initial Extension Term shall be \$1,920.85 to be paid on the first day of the month in advance to Lessor or such other person as Lessor may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on December 1, 2029, monthly rent for each Additional Extension Term shall increase by 15% upon commencement of each Additional Extension Term. Rent Credit - This Fourth Amendment provides for a reduction in rent, effective December 1, 2024. The

Parties acknowledge and agree that Lessee shall be entitled to credit in the event of any overpayment of rent resulting from the said reduction in rent. Such credit shall be applied against Lessee's rent due under the Agreement.

Section 5. This Resolution shall be effective upon adoption and execution, and all acts consistent with this resolution are hereby authorized.

Adopted this _____ day of _____ 2024.

Kimber Ivy, Mayor

Attest:

Approved as to Form:

Michael Malek
City Clerk-Treasurer

Roy City Attorney's Office

First Reading: 03/11/2024

Final Action:

Publication: