

BUS BENCH AGREEMENT

This Agreement is entered into as of December ____, 2017 by and among the City of Waterloo, Iowa ("City"), Bradley Knudson, d/b/a The Bench Company ("Knudson") and Outdoor Advertising, LLC ("OA"). Knudson and OA are referred to as "Operator".

WHEREAS, Operator has for many years operated bus benches throughout the City of Waterloo for purposes of advertising;

WHEREAS, City has decided to terminate the bus bench program, and the parties desire to enter into this Agreement to facilitate phase out of the program.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the parties agree as follows:

1. Authorized Benches. Operator may, until May 1, 2018, keep one bench at each of the 25 locations identified on Exhibit "A" attached hereto. Any bench that becomes damaged for any reason shall be promptly repaired or permanently removed. Operator is solely responsible for all maintenance needed for each bench, including but not limited to snow removal and ice control in accordance with the requirements of Section 7-2B-6(B) of the Waterloo Code of Ordinances. If Operator does not maintain the benches as required by this paragraph, then in its sole discretion City may immediately terminate Operator's privilege to operate any bench in the City of Waterloo and may, without advance notice to Operator, remove any bench or all benches. If City removes any benches, Operator shall be responsible to reimburse City for its reasonable costs of personnel and equipment in removing the benches, for which a good-faith estimated cost is \$100 per bench.

2. Liability Protection. Operator shall provide proof of insurance and an executed indemnification agreement as required by Ordinance Section 7-2B-6(A). City acknowledges that Operator has complied with these requirements. Operator shall keep such insurance in force at all times during the term of this Agreement.

3. Removal of Authorized Benches. By no later than May 2, 2018, Operator shall remove all remaining benches identified on Exhibit "A", including all component parts of said benches, at its sole expense. If Operator fails to do so, the benches shall be deemed abandoned and the City may remove the benches and retain or dispose of them in any manner City deems fit in the exercise of its sole discretion, without compensation to Operator. Upon removal action by City, City may either charge Operator with a municipal infraction for each bench that Knudson failed to remove or charge Knudson for the City's reasonable costs of personnel and equipment in removing the benches, for which a good-faith estimated cost is \$100 per bench.

4. Removal of Benches Not Authorized. Operator hereby abandons all benches in the City of Waterloo, other than those specifically identified on Exhibit "A", and authorizes City to remove all of said abandoned benches on Operator's behalf. After removal of abandoned benches, City may retain or dispose of them in any manner City deems fit in the exercise of its sole discretion, without compensation to Operator.

5. Payment. Operator will pay City the sum of \$5,000 as compensation for City's action in removing benches pursuant to paragraph 4 above, payable in three installments as follows:

\$1,667 on or before 12/31/2017

\$1,667 on or before 3/01/2018

\$1,666 on or before 5/01/2018

Said payments will further discharge any liability the Operator has to City for delinquent sign or permit fees and for fines associated with previous failures to comply with applicable City ordinance. However, if circumstances warrant, City will be entitled to charge Operator as set forth elsewhere in this Agreement. Delinquent payments will accrue interest at twelve percent (12%) per annum.

6. Compromise Resolution. The parties acknowledge that this Agreement embodies the terms on which Operator's participation will be concluded in City's bus bench program that is set forth in Article B, Chapter 2, Title 7 of the Waterloo Code of Ordinances. The parties enter into this Agreement as a compromise resolution to address significant deficiencies in the current and historic status of Operator's compliance with applicable ordinances and the Americans with Disabilities Act. With respect to any benches owned or operated by Operator in the City of Waterloo, Operator shall have no claims, privileges or rights except as expressly set forth in this Agreement, and Operator hereby waives and forfeits such claims, privileges and rights, if any.

7. General Terms. The obligations of Knudson and OA under this Agreement are joint and several. This Agreement is binding on the parties and their respective, heirs, personal representatives, successors and assigns. Time is of the essence. This Agreement is the entire agreement of the parties with respect to the subject matter hereof and may be modified only in a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Bus Bench Agreement as of the date first set forth above.

CITY OF WATERLOO, IOWA

OUTDOOR ADVERTISING, LLC

By: _____
Quentin M. Hart, Mayor

By: _____
Bradley Knudson, Manager

Attest: _____
Kelley Felchle, City Clerk

Bradley Knudson, d/b/a The Bench
Company

Exhibit “A”

Approved Bus Bench Locations

<u>Bench Location</u>	<u>Bench Number</u>
Campbell Ave & Ansborough Ave	W020
Sergeant Rd & Fletcher Ave	W023
Rainbow Dr & Cortez Cr	W033
Oakwood Dr & Cedar Bend	W036
Conger St & Broadway St	W040
Newell St & Idaho St	W051
Almond St & E. 4th St	W053
Lime St & E. 4th St	W054
Franklin St & E. Park Ave	W055
Franklin St & Vinton St	W063
Franklin St & Irving St	W061
Independence Ave & Idaho St	W065
Idaho St & Prospect Ave	W066
Independence Ave & Bishop Ave	W067
Commercial St & W. 4th St	W071
Jefferson St & W. 4th St	W073
Commercial St & W. Park Ave	W074
South St & W. 6th St	W085
Johnson St & W. 9th St	W087
W. Ridgeway Ave & Plaza Cir	W100
Ravenwood Rd & St. Francis Dr	W117
Olympic Dr & Pheasant Lane	W148
Crossroads Blvd @ Harbor Freight Tools	W136
Crossroads Blvd & Penneys St @ Long John Silvers	W137
Alexandria Dr @ VGM Forbin	W146