

Item # 17
Date: 1/12/26

RESOLUTION NO. 039 (2025/2026)

**A RESOLUTION APPROVING CONFIDENTIAL SETTLEMENT AGREEMENT AND
RELEASE**

WHEREAS, the City of Nevada (City), desires to enter into an agreement with Cellco Partnership, d/b/a Verizon Wireless (Verizon); and

WHEREAS, the City invoiced Verizon for damage to City infrastructure; and

WHEREAS, Verizon is going to move forward with paying the invoices;

WHEREAS, the City of Nevada desires to enter into the attached Confidential Settlement Agreement and Release for compensation of said damages.;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Confidential Settlement Agreement and Release for payment for invoices from Verizon. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 12th day of January, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Settlement Agreement") is made as of _____, 202_ (the "Effective Date"), by and between the City of Nevada (the "City") and Cellco Partnership, d/b/a Verizon Wireless ("Verizon") (the City and Verizon are hereinafter referred to each individually as a "Party" and collectively as the "Parties").

WHEREAS, the City sent to Verizon two invoices (#1668 and #1758) totaling \$2,483.88 for repairs of claimed damage to City infrastructure, and Verizon has disputed its liability for any claimed issues or damage and its obligation to pay these charges;

WHEREAS, the Parties wish to resolve this dispute voluntarily through a confidential settlement agreement without the need for litigation;

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each on its own behalf and on behalf of its respective successors and assigns, hereby agree as follows:

1. Payment. Within thirty (30) days after the latest signature on this Settlement Agreement, Verizon shall pay to the City a settlement amount of \$2,483.88, the payment of which shall fully resolve invoices #1668 and #1758 and any other damages that the City has attributed to Verizon stemming from the same incident. The "incident" refers to Verizon's addition of new dishes to the City's tower in March of 2024.
2. No Admission. Nothing in this Settlement Agreement shall constitute, or be considered as, an admission of liability or wrongdoing on the part of any Party or any person released under this Settlement Agreement, or any agreement by either Verizon or the City as to the validity of the positions advanced by the other in connection with the claims released under this Settlement Agreement. Neither this Settlement Agreement nor any part of it may be used in any way against any Party or any person released under this Settlement Agreement in any suit, action, arbitration, or other proceeding, except a suit, action, arbitration, or other proceeding to enforce, or for a breach of, this Settlement Agreement.
3. Confidentiality. The Parties acknowledge that the City is a public entity, and this Settlement Agreement will be reviewed and approved by the City Council at a public meeting and subject to Iowa Code Chapter 22 Open Records laws.
4. Choice of Law. This Settlement Agreement shall be governed by and construed in accordance with the domestic laws of the State of Iowa, without regard to the conflicts of laws rules of the State of Iowa.
5. Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of Verizon, affiliates of Verizon, the City of Nevada, and their respective directors, officers, employees, successors, and assigns.
6. Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
7. Entire Agreement. This Settlement Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof, and supersedes all prior discussions, negotiations, and agreements between the Parties with regard to the subject matter hereof.

Privileged & Confidential

Licensee Site and MDG ID#: IA10 Nevada 5000019784

In witness whereof and intending to be legally bound, the Parties, each acting by its duly authorized representative, hereby execute this Settlement Agreement.

City of Nevada

Cellco Partnership, d/b/a Verizon Wireless

By:

By:

Signed by:


Signature

Signature

Jeffrey Armour

Name (printed)

Name (printed)

Associate Director, Network Real Estate

Title

Title

Dec 23, 2025

Date

Date