

**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION**

Agenda Item Number: 4

Meeting Date: June 23, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date:

- | | |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other | |

Originating Department:

Community Education/Recreation-Civic Center

Agenda Item: Wheel Chair Lift-Blue Line Center Viewing Area

Recommended Action: Approve signing into an agreement with Access Lifts to install a Vertical Wheelchair Lift at a cost not to exceed \$28,850.00.

Background/Summary: This item was approved in the 2013 Capital Improvement Plan with a budget of \$30,000.00. Staff has been working with vendors to create a plan to install this equipment to provide access for all users/spectators to the viewing area of the Blue Line Arena. Ultimately 2 quotes were received and it is our recommendation to approve the plan created by Access Lifts. The other quote came from West Central Lift & Elevator, Inc and came in at \$29,975.00.

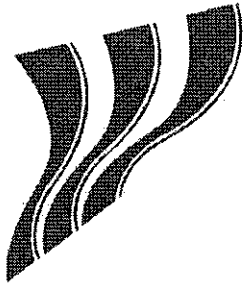
Alternatives: To not approve this improvement or to go with the higher quote.

Financial Considerations: \$28,850.00 is the cost of this project and \$30,000.00 was approved in the 2013 CIP.

Preparer: Steve Brisendine

Signature:

Comments:



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE
ACTION**

Agenda Item Number: 5

Meeting Date: June 23, 2014

Attachments: X Yes No

CITY COUNCIL ACTION

Date: July 7, 2014

- | | |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other | |

Originating Department: City Clerk-Treasurer

Agenda Item: Consideration of NU-Telecom License Agreement

Recommended Action:

Approve the NU-Telecom License Agreement and Authorize the Mayor and City Administrator to Execute the Agreement.

Background/Summary:

Article VIII, Section 8.01 of the City Code of the City of Willmar prohibits the placement "in, on or over any public street, alley or public property of any kind any utility service, communication line or tube, transportation facility or other service, of permanent or semi-permanent nature, without first having obtained a franchise from the City"; and

Minnesota Statutes Sections 237.162 and 237.163 prohibit cities from requiring franchises of "telecommunications right-of-way users" as defined within said statutes; thereby in discussion with the City Attorney a "license" needs to be developed for any company wanting to use City Right-of Way.

NU-Telecom wants to install underground fiber in the locations shown in the attached map. City staff has described the City Right-of-Way indicated on the map and the City Attorney has prepared the license agreement.

Alternatives:

Financial Considerations: \$2,000

Preparer: City Clerk-Treasurer

Signature:

Comments:

(top three inches reserved for recording data)

LICENSE AGREEMENT

This License Agreement is made as of the ____ day of _____, 2014, by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota (herein the "City"), and NU-Telecom a corporation under the laws of the State of Minnesota (herein "NU-Telecom").

Whereas, the City has public utility easement(s), said easement(s) described as follows:

The South 15' of the 70' R.O.W. adjacent to the T & M SECOND ADDITION;

The South 15' of the 70' R.O.W. adjacent to the following described tract: Section 27, Township 119, Range 35 THAT PART OF THE NE1/4 DESC AS FLWS: BEG AT THE NE COR OF SD SEC 27, TH W 280.52' TO NE COR OF LOT 1, BLK 1, T&M SECOND ADDITION, TH S 177.01', TH W 54.09', TH S 153.00' TO S LINE OF N 20 RODS(330') OF SD SEC 27, TH E 333.00' TO E LINE OF SD SEC 27, TH N 330.02' TO PT OF BEG; Parcel No. 95-927-0020

The South 15' of the 70' R.O.W. platted in THE HOME DEPOT ADDITION;

The South 15' of the 70' R.O.W. adjacent to the following described tract: Section 23, Township 119, Range 35 ALL THAT PART OF THE S1/2 OF SW1/4 & OF GOVT LOT 1 LYING S'LY OF BRANCH NO. 2 OF CO DITCH #23 & OF CO DITCH #23 MAIN DITCH EXC THAT PART OF THE SW1/4 OF SW1/4 DESC AS FLWS: COMM AT THE SW COR OF COUNTRY INN ADDITION, TH E 262.14' TO PT OF BEG OF TRACT HEREIN DESC, TH NE'LY ALONG SE'LY LINE OF SD PLAT, 98.39', TH S 7.07', TH NE'LY 16.77' TO A PT IN THE DITCH, TH NE'LY 96.60 FT TO A PT IN THE DITCH, TH S 99.10' TO S LINE OF SD SEC 23, TH W 184.86' TO PT OF BEG; Parcel No. 33-023-0080

The East 15' of the 100' R.O.W. of 5th Street SE platted in WATER VIEW BUSINESS PARK (THE);

The South 15' of the 45' R.O.W. of 19th Avenue SE platted in WATER VIEW BUSINESS PARK (THE);

The South 15' of the 70' R.O.W. platted in the PLEASANT VIEW SECOND ADDITION;

The South 15' of the 70' R.O.W. platted in the COUNTRYSIDE ADDITION;

The South 15' of the 70' R.O.W. adjacent to the following described tract: Section 23, Township 119, Range 35 A STRIP OF LAND 5' IN WIDTH LOCATED IN NE1/4 OF 23-119-35, TH N'LY LINE OF SAID STRIPE DESC AS FOL: COMM AT INTERSECTION OF E LINE OF COUNTRYSIDE ADDITION & S LINE OF NE1/4; TH BEARING S 89*07' E ALONG SAID S LINE 43.09' TO PT OF BEG OF LINE HEREIN DESC; TH BEARING N 32*15'20" E 100.84'; TH BEARING N 61*55'06" E 156.14'; TH BEARING S 87*37'39" E 317.43' & THERE TERMINATING; Parcel No. 95-923-8885

The South 15' of the 70' R.O.W. adjacent to the following described tract: Section 23, Township 119, Range 35 ALL THAT PART OF THE S1/2 OF NE1/4 DESC AS FLWS: BEG AT THE SW COR OF LOT 1, BLK 1, DANA HEIGHTS THIRD ADD, TH NW'LY 190.34', TH W'LY 317.43', TH SW'LY 156.14', TH SW'LY 100.84' TO TH S LINE OF SD S1/2 OF NE1/4, TH E ALONG SD S LINE TO PT OF BEG EXC A 5' STRIP RUNNING ALONG THE N'LY SIDE OF SD PARCEL AS DESC IN PARCEL #95-923-8885; Parcel No. 95-923-8880

The South 15' of the 70' R.O.W. platted in the DANA HEIGHTS; THIRD ADDITION TO THE CITY OF WILLMAR;

The South 15' of the 70' R.O.W. platted in the LEE-DON ADDITION;

The East 15' of the 35' R.O.W. platted in the PIERSKALLA ADDITION;

The East 15' of the 70' R.O.W. platted in the KANDIYOHI COUNTY STATE AID HIGHWAY NO. 23 RIGHT OF WAY PLAT NO. 1;

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 24, Township 119, Range 35 THAT PART OF NW1/4 OF NW1/4 LYING NW'LY OF HWY ROW, EXC THE S 125' OF N 175' OF W 133' & EXC PART PLATTED INTO KANDIYOHI COUNTY STATE AID HIGHWAY NO. 23 RIGHT OF WAY PLAT NO. 1; Parcel No. 95-924-0020

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 24, Township 119, Range 35 PART OF NW1/4 OF NW1/4 BEG 50' S FROM NW COR, TH E 133', TH S 125', TH W 133', TH N 125' TO PT OF BEG, EXC W 33' FOR ROAD; Parcel No. 95-924-0030

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 N 300' OF S 345' OF E 435.6' OF W 468.6' OF SW1/4 OF SW1/4; Parcel No. 95-913-0050

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 SW1/4 OF SW1/4 EXC THE S 685' OF W 468.8' OF SW1/4 OF SW1/4 & EXC PART FOR PLAT OF PHEASANT RUN; Parcel No. 95-913-0040

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 N 340' OF S 685' OF W 468.8' OF SW1/4 OF SW1/4, EXC THE N 170' OF THE S 685' OF THE W 193' OF THE SW1/4 OF SW1/4; Parcel No. 95-913-0045

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 THE N 170' OF THE S 685' OF THE W 193' OF SW1/4 OF SW1/4; Parcel No.

95-913-0046

The East 15' of the 35' R.O.W. of Lakeland Drive platted in EMERALD POND;

The East 13' of the 33' R.O.W. platted in the VALLEY VIEW ADDITION;

The East 13' of the 33' R.O.W. platted in the WELSHIRE ADDITION;

The East 13' of the 33' R.O.W. of Lakeland Drive platted in GENESIS ADDITION;

The East 15' of the 35' R.O.W. of Lakeland Drive platted in the BOULDER POINT; THIRD ADDITION TO THE CITY OF WILLMAR;

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 A PART OF THE N 25 AC OF THE NW1/4SW1/4 DESC AS FLWS: BEG AT THE NW COR OF SD NW 1/4 OF SW1/4, TH S 824.16', TH E 33' TO PT OF BEG OF TRACT HEREIN DESC, TH CONT E 175 FT, TH N 76.48', TH W 175', TH S 76.48' TO PT OF BEG; Parcel No. 95-913-0020

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 A PART OF THE N 25 AC OF NW1/4SW1/4 DESC AS FLWS: BEG AT THE NW COR OF SD NW1/4 OF SW1/4 TH S 747.69' TO PT 76.48' N FROM S LINE OF N 25 AC, TH E 33' TO PT OF BEG OF TRACT HEREIN DESC, TH CONT E 175', TH N 75', TH W 175', TH S 75' TO PT OF BEG; Parcel No. 95-913-0025

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 PART OF NW1/4 OF SW1/4 BEG AT NW COR OF SD NW1/4 OF SW1/4, TH S 672.68', TH E 33' FOR PT OF BEG OF PARCEL HEREIN DESC, TH CONT E 175', TH N 100', TH N 175', TH S 100' TO PT OF BEG; Parcel No. 95-913-0030

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 PART OF N 25 AC OF NW1/4 OF SW1/4: COMM AT NW COR OF NW1/4 OF SW1/4; TH S ALONG W LINE TO A PT 251.48 FT N OF S LINE OF SAID N 25 AC; TH S 89*57' E 33 FT TO PT OF BEG; TH S 89*57' E 175 FT; TH N 76 FT; TH N 89*57' W 175 FT; TH S 76 FT TO PT OF BEG; Parcel No. 95-913-1100

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 PART OF N1/2 OF NW1/4 OF SW1/4; COMM AT NW COR OF NW1/4 OF SW1/4, TH S 416.68', TH S 89*57' E 33' TO PT OF BEG, TH S 89 57'E 175', TH S 80', TH N 89*57'W 175', TH N 80' TO PT OF BEG; Parcel No. 95-913-1095

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 PART OF NW1/4 OF SW1/4, BEG AT PT 416.68 FT S & 33 FT E OF NW COR, TH E 175 FT, N 80 FT, W 175 FT, S 80 FT TO PT OF BEG; Parcel No. 95-913-1080

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 PART OF NW1/4 OF SW1/4, BEG AT A PT 336.68 FT S & 33 FT E OF NW COR, TH E 175 FT, N 80 FT, W 175 FT, S 80 FT TO BEG; Parcel No. 95-913-1070

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 N 110' OF S 220' OF W 163' OF SW1/4 OF NW1/4; Parcel No. 95-913-1170

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 THAT PART OF THE SW1/4 OF NW1/4 DESC AS FLWS: COMM AT THE NW COR OF SW1/4NW1/4 OF SD SEC 13, TH S 555' TO PT OF BEG OF TRACT HEREIN DESC, TH CONT S 325', TH E 435', TH N 440', TH W 135', TH S 115', TH W 300' TO PT OF BEG; Parcel No. 95-913-1220

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 THAT PART OF THE S 440' OF N 880' OF W 990' OF SW1/4 OF NW1/4 DESC AS FOL: BEG AT NW COR OF THE ABOVE TRACT, TH E 300', TH S 115', TH W 300', TH N 115' TO BEG; Parcel No. 95-913-1210

The East 15' of the 70' R.O.W. adjacent to the following described tract: Section 13, Township 119, Range 35 W 360' OF N 440' OF SW1/4 OF NW1/4; Parcel No. 95-913-1040

The East 15' of the 70' R.O.W. adjacent to ERICKSON'S THIRD ADDITION TO THE CITY OF WILLMAR;

The East 15' of the 70' R.O.W. adjacent to MARLOW'S ADDITION;

The South 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 THE S 200' OF THE N 350' OF THE E 75' OF THE W 783' OF SW1/4 OF NE1/4; Parcel No. 95-914-1360

The South 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 PART OF THE SW1/4 OF NE1/4 DESC AS FLWS: COMM AT A PT 633' E & 150' S OF NW COR OF SD SW1/4NE1/4, TH E 75', TH S 200', TH W 75', TH N 200' TO PT OF BEG; Parcel No. 95-914-1350

The South 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 PART SW1/4 OF NE1/4, COM 633'E.& 150'S. OF NW COR TH. S.192' TO TROTT AVE. E.TH.W.50', N.192',E.50'; Parcel No. 95-914-1410

The South 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 THE E 50' OF W 583' OF S 192' OF N 342' OF SW1/4 OF NE1/4; Parcel No. 95-914-1400

The South 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 PART SW1/4 OF NE1/4, COM 533'E.& 150'S. OF NW COR TH. S.192' TO TROTT AVE. W.50', N.192', E.50'; Parcel No. 95-914-1390

The South 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 PART SW1/4 OF NE1/4, COM 483'E.& 150'S. OF NW COR TH.S.192', TO TROTT AVE. E.TH.W.63', N.192', E. 63' TO PT. OF BEG; Parcel No. 95-914-1420

The South 15' of the 70' R.O.W. adjacent to the following described tract: Section 14, Township 119, Range 35 E.87' OF W.420' OF S. 192', OF N.350' OF SW1/4 OF NE1/4; Parcel No. 95-914-1380

The South 15' of the 70' R.O.W. platted in LINCOLN ADDITION TO WILLMAR;

The South 13' of the 66' R.O.W. of Trott Avenue platted in NABER'S ADDITION TO THE CITY OF WILLMAR;

The South 13' of the 66' R.O.W. of Trott Avenue platted in FERRING'S ADDITION TO THE CITY OF WILLMAR;

The South 15' of the 70' R.O.W. of Trott Avenue platted in SPICER'S ADDITION TO WILLMAR;

The South 15' of the 70' R.O.W. platted in the THIRD ADDITION TO THE CITY OF WILLMAR;

The South 15' of the 70' R.O.W. platted in the WILLMAR, TOWN OF (ORIGINAL)

(the Property); and

Whereas, the City has a public utility easement, said easement described as follows:

(the Public Easement Area); and

Whereas, Article VIII, Section 8.01 of the City Code of the City of Willmar prohibits the placement "in, on or over any public street, alley or public property of any kind any utility service, communication line or tube, transportation facility or other service, of permanent or semi-permanent nature, without first having obtained a franchise from the City"; and

Whereas, Minnesota Statutes Sections 237.162 and 237.163 prohibit cities from requiring franchises of "telecommunications right-of-way users" as defined within said statutes; and

Whereas, said statutes give authority to local governments to manage the utilization of public rights-of-way by telecommunications right-of-way users as defined therein; and

Whereas, NU-Telecom wishes to install and maintain telecommunications facilities within the Public Easement Area to serve the buildings on the Property, and the City is willing for NU-Telecom to do so on the terms and conditions provided herein.

Now, therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. LICENSE. The City grants to NU-Telecom a non-exclusive, terminable, license for the limited purpose to install, maintain, repair, replace and reconstruct

telecommunications facilities within the Public Easement Area to serve the buildings on the Property, all as described above.

2. **TERM.** This license shall be for an indefinite term commencing on the date first written above and continuing until terminated by the City by written notice to NU-Telecom. Such notice shall be given at least ninety (90) days in advance of the effective date of such termination. Such notice shall be delivered to NU-Telecom or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Property is located), either personally or by certified mail. If such service cannot be made, service may be posted on the Public Easement Area. Before the effective date of such termination, NU-Telecom shall remove any or all of NU-Telecom's improvements from the Public Easement Area, as directed by the City, at NU-Telecom's sole cost and expense, and shall return the Public Easement Area to its preexisting condition or better, unless otherwise directed by the City.

This license may also be terminated at any time by NU-Telecom by written notice to the City. Such notice shall be given at least ninety (90) days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices (currently 333 6th Street Southwest, Willmar, MN 56201). Before the effective date of such termination, NU-Telecom shall remove all of NU-Telecom's improvements from the Public Easement Area, at NU-Telecom's sole cost and expense, and shall return the Public Easement Area to its preexisting condition or better.

3. **CONDITION OF PREMISES NOT WARRANTED.** The City does not warrant that the Public Easement Area is suitable for the purposes for which it is permitted to be used under this Agreement but NU-Telecom assumes all risk with respect to its activities within and use of the Public Easement Area. The City shall have no responsibility with regard to any failure of or damage to NU-Telecom's improvements within the Public Easement Area.
4. **REGISTRATION REQUIRED.** Upon execution of this Agreement, NU-Telecom shall provide in writing to the City, and update annually, the following information:
 - a. NU-Telecom's name, Gopher State One-Call registration number under Minnesota Statutes Section 216D.03, address, and telephone and facsimile numbers;
 - b. the name, address, and telephone and facsimile numbers of NU-Telecom's local representative;
 - c. proof of adequate insurance as identified in Paragraph Eight (8) below; and
 - d. such other information deemed reasonably necessary by the City for the efficient administration of the Public Easement Area.
5. **CONSTRUCTION AND MAJOR MAINTENANCE PLANS; RIGHT-OF-WAY PERMIT REQUIRED.**

- a. At least twenty (20) days prior to the commencement of construction of telecommunications facilities in the Public Easement Area, NU-Telecom shall submit to the City plans and specifications for construction and major maintenance that may require excavation and obstruction of the Public Easement Area. NU-Telecom shall commence no work with regard to the same without prior written approval from the City. NU-Telecom's plans shall conform to the standard requirements and any special requirements of the City, in all respects.
- b. Based on the data submitted by NU-Telecom in the plans and specifications, City may require NU-Telecom to apply for and obtain a right-of-way permit addressing:
 - i. installation and construction standards;
 - ii. location and relocation requirements for equipment and facilities;
 - iii. coordination and timing requirements;
 - iv. provision by NU-Telecom of project data reasonably necessary to allow the City to develop or maintain a right-of-way mapping system, such as a geographical information mapping system;
 - v. removal requirements for abandoned equipment or facilities, if required in conjunction with the proposed activity; and
 - vi. imposing reasonable penalties for unreasonable delays in construction.
- c. If a right-of-way permit is required, City agrees to charge and NU-Telecom agrees to pay a fee established at a level necessary for the City to recover actual right-of-way management costs, including those associated with NU-Telecom's registration; permit processing, issuance, and verification; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user equipment during public right-of-way work; determining the adequacy of right-of-way restoration; restoring work inadequately performed after providing notice and the opportunity to correct the work; and revoking right-of-way permits.
- d. A right-of-way permit may be revoked or denied under the following circumstances:
 - i. if NU-Telecom does not comply with a provision of this Agreement;
 - ii. if the City determines that the denial is necessary to protect the health, safety, and welfare, or is necessary to protect the Public Easement Area and its current use;
 - iii. in the event of a substantial breach of the terms and conditions of statute, ordinance, rule, or regulation or any material condition of the permit. A substantial breach includes, but is not limited to, the following:
 - a) a material violation of a provision of the right-of-way permit;
 - b) an evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
 - c) a material misrepresentation of fact in the right-of-way permit application;

- d) failure to complete work in a timely manner, unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond NU-Telecom's control; and
 - e) a failure to correct, in a timely manner, work that does not conform to applicable standards, conditions, or codes, upon inspection and notification by the City of the faulty condition.
 - e. In no event will the City unreasonably withhold approval of NU-Telecom's application for a right-of-way permit, or unreasonably revoke a permit.
 - f. During construction or major maintenance, NU-Telecom shall take all necessary precautions to protect and preserve the City's improvements within the Public Easement Area during any activities within or use of the Public Easement Area.
6. RESTORATION OF PUBLIC EASEMENT AREA.
- a. After completion of construction or major maintenance requiring excavation or obstruction of the Public Easement Area, NU-Telecom shall provide for restoration of the Public Easement Area, including the pavement and its foundation, in the same condition that existed before the excavation or obstruction. Such restoration must be completed within six (6) months after the completion of construction or major maintenance.
 - b. NU-Telecom may elect to restore the Public Easement area at NU-Telecom's own cost, or allow the City to restore the Public Easement Area and charge the costs of restoration back to NU-Telecom. NU-Telecom shall inform the City in writing of its election as part of the plans submitted to the City prior to the commencement of construction as provided in Paragraph Five (5) above.
 - c. In the event such construction or major maintenance in the Public Easement Area disturbs uncultivated sod, and NU-Telecom has elected to restore the Public Easement Area, NU-Telecom shall, as part of such restoration, plant grasses that are native to Minnesota and, wherever practicable, that are of the local eco-type, unless the City objects in writing to the planting of such grasses. In restoring the Public Easement Area, NU-Telecom shall consult with the Department of Natural Resources regarding the species of native grasses that conform to the requirements of this paragraph.
7. INDEMNIFICATION. NU-Telecom shall defend, indemnify and hold harmless the City and its officers, employees and agents from and against any and all claims, demands, actions, and causes of action, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, arising out of or related to NU-Telecom's activities within and use of the Public Easement Area.
8. INSURANCE. NU-Telecom shall purchase and maintain commercial general liability insurance to protect itself from claims for damages because of bodily injury, death, and injury to or destruction of tangible property, including loss of use resulting therefrom. The base limits of this policy shall be at least \$1,000,000 combined single limit. NU-Telecom shall provide the City with evidence of such insurance in the form of a certificate of insurance, no later than ten (10) days after

execution of this Agreement. The City shall be an additional named insured and the certificate shall contain a provision that the insurance shall not be cancelled unless prior written notice thereof is given to the City not less than fifteen (15) days prior to the effective date of such cancellation. If NU-Telecom fails to give such certificate of insurance to the City within ten (10) days after execution of this Agreement, this Agreement shall be null and void. NU-Telecom shall provide additional certificates of insurance to the City from time to time upon the reasonable request of the City.

9. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.
10. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement of the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
11. MODIFICATION OF AGREEMENT. Any modification of this Agreement shall be binding only if evidenced in writing signed by both parties.
12. ATTORNEYS' FEES AND EXPENSES. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to any other sums ordered to be paid, a reasonable sum for the successful party's attorneys' fees and expenses.
13. RECORDING. This Agreement may be recorded by either party at the expense of that party.
14. LICENSE FEE. As consideration for this Agreement, and to reimburse the City for right-of-way management costs as provided in Minnesota Statutes, NU-Telecom agrees to pay the City a license fee of Two Thousand and no/00 Dollars (\$2,000), due and payable at the time this Agreement is executed.

(continued on next page)

In witness whereof, the parties have caused this Agreement to be executed as of the date first above mentioned.

CITY OF WILLMAR

NU-TELECOM

By: _____
Frank Yanish
Its Mayor

By: _____
Its: _____

By: _____
Kevin Halliday
Its City Clerk

By: _____
Its: _____

COUNTY OF KANDIYOHI)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Frank Yanish and Kevin Halliday, respectively the Mayor and City Clerk of the City of Willmar, a municipal corporation of the State of Minnesota, on behalf of the municipal corporation.

[seal]

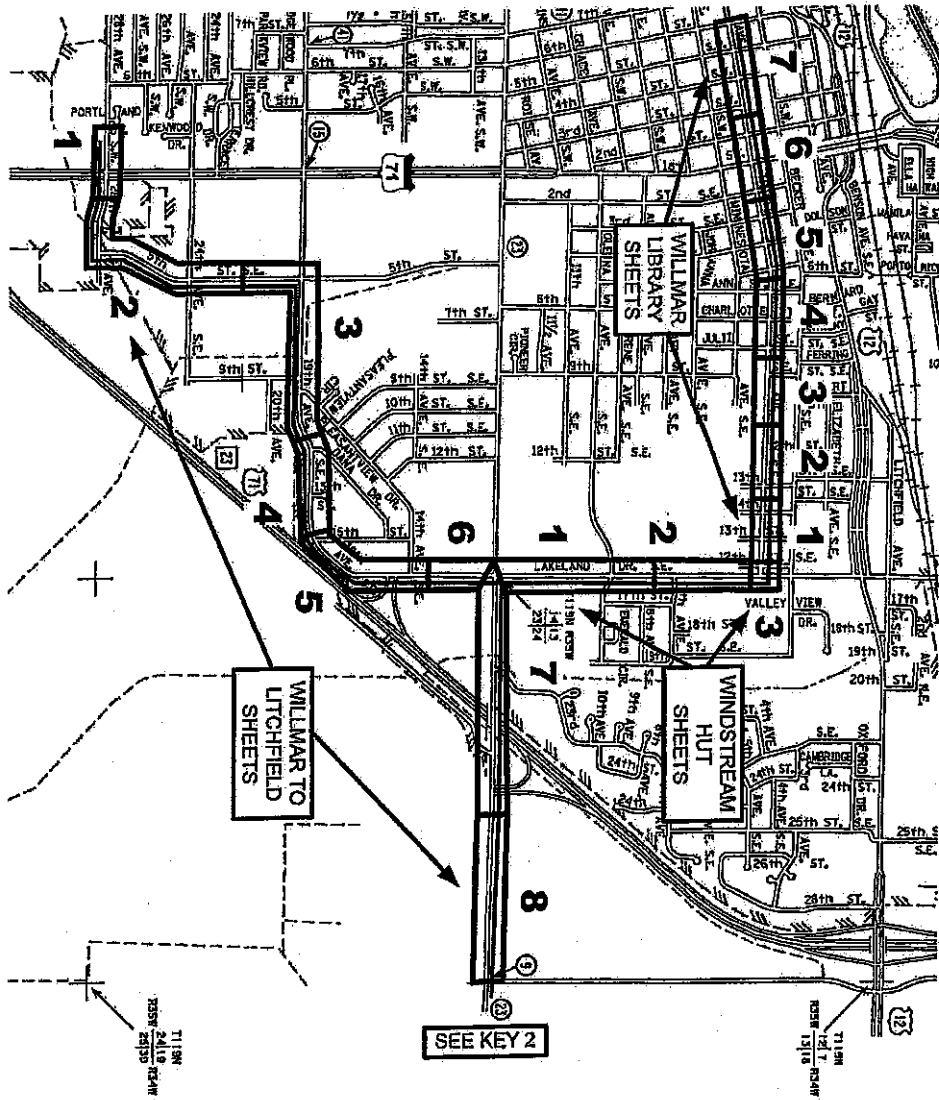
Notary Public

COUNTY OF KANDIYOHI)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ and _____, _____, on behalf of NU-Telecom, a corporation under the laws of the State of Minnesota.

[seal]

Notary Public



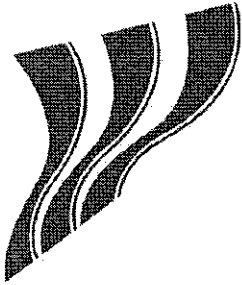
REVISIONS	DATE	DRAWN BY	PERMITS	STATE	COUNTY
				MINNESOTA	HANDSOME

SCALE: NOT TO SCALE

STATE: MINNESOTA
COUNTY: HANDSOME

NU-Telecom

SITE: WILLMAR TO LITCHFIELD SHEET 1 OF 8



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 6

Meeting Date: June 23, 2014

Attachments: Yes No

CITY COUNCIL ACTION

Date: July 7, 2014

- Approved Denied
 Amended Tabled
 Other

Originating Department: Finance

Agenda Item: 2014 Street Improvement Final Budgets

Recommended Action: Review and approve the proposed final budgets for 2014 Street Improvement Projects No. 1401, 1404, 1405, and 1407.

Background/Summary: Council action is required to approve the final street improvement budgets.

Alternatives: Not approve the budgets and not authorize the projects.

Financial Considerations: Bonding costs versus local lending institution financing costs.

Preparer: Steve Okins, Finance Director

Signature: *Carl Cyphers for Steve Okins*

Comments:

RESOLUTION NO. _____
 PRELIMINARY 1401 RECONSTRUCTION BUDGET

ESTIMATED TOTAL COST \$1,160,160
 *Budget Amounts are Essential

Dated: July 7, 2014

Code

PERSONNEL SERVICES	
0110*	Salaries Reg. Employees _____
0111*	Overtime Reg. Employees _____
0112*	Salaries Temp. Employees _____
0113*	Employer Pension Contr. _____
0114*	Employer Ins. Contr. _____
	TOTAL <u> </u> \$0.00

SUPPLIES	
0220*	Office Supplies _____
0221*	Small Tools _____
0222*	Motor Fuels & Lubricants _____
0223*	Postage _____
0224	Mtce. of Equipment _____
0225	Mtce. of Structures _____
0226	Mtce. of Other Improvements _____
0227	Subsistence of Persons _____
0228	Cleaning & Waste Removal _____
0229*	General Supplies _____
	TOTAL <u> </u> \$0.00

OTHER SERVICES	
0330	Communications _____
0331*	Printing & Publishing _____
0332	Utilities _____
0333*	Travel-Conf.-Schools _____
0334	Mtce. of Equipment _____
0335	Mtce. of Structures _____
0336*	Mtce. of Other Impr. <u> </u> \$966,800.00
0337	Subsistence of Persons _____
0338	Cleaning & Waste Removal _____
0339*	Other Services <u> </u> \$48,340.00
	TOTAL <u> </u> \$1,015,140.00

OTHER CHARGES	
0440	Rents _____
0441*	Insurance & Bonds _____
0442	Awards & Indemnities _____
0443	Subscription/Memberships _____
0444	Interest _____
0445	Licenses & Taxes _____
0446*	Prof. Serv. <u> </u> \$145,020.00
0447*	Advertising _____
0448*	Adm. OH (Transfer) _____
0449	Other Charges _____
	TOTAL <u> </u> \$145,020.00

GRAND TOTAL \$1,160,160.00

RECEIVABLES	
Property Owners	<u> </u> \$114,123.00
County	<u> </u>
State	<u> </u> \$467,920.00
City-LOST	<u> </u> \$30,400.00
City	<u> </u> \$25,200.00
Other	<u> </u> \$522,517.00
	TOTAL <u> </u> \$1,160,160.00

FINANCING	
Bonds	<u> </u> \$636,640.00
State	<u> </u> \$467,920.00
City- LOST	<u> </u> \$30,400.00
City	<u> </u> \$25,200.00
Other	<u> </u>
	TOTAL <u> </u> \$1,160,160.00

GRAND TOTAL \$1,160,160.00

Dated: July 7, 2014

Mayor

Attest:

City Clerk/Treasurer

RESOLUTION NO. _____
 PRELIMINARY 1404 NEW CONSTRUCTION BUDGET

ESTIMATED TOTAL COST \$361,383
 *Budget Amounts are Essential

Dated: July 7, 2014

Code		
	PERSONNEL SERVICES	
0110*	Salaries Reg. Employees	_____
0111*	Overtime Reg. Employees	_____
0112*	Salaries Temp. Employees	_____
0113*	Employer Pension Contr.	_____
0114*	Employer Ins. Contr.	_____
	TOTAL	\$0.00

	RECEIVABLES	
	Property Owners	\$361,383.00
	County	_____
	State	_____
	City-LOST	_____
	City	_____
	Other	_____
	TOTAL	\$361,383.00

	SUPPLIES	
0220*	Office Supplies	_____
0221*	Small Tools	_____
0222*	Motor Fuels & Lubricants	_____
0223*	Postage	_____
0224	Mtce. of Equipment	_____
0225	Mtce. of Structures	_____
0226	Mtce. of Other Improvements	_____
0227	Subsistence of Persons	_____
0228	Cleaning & Waste Removal	_____
0229*	General Supplies	_____
	TOTAL	\$0.00

	FINANCING	
	Bonds	\$361,383.00
	State	_____
	City- LOST	_____
	City	_____
	Other	_____
	TOTAL	\$361,383.00

GRAND TOTAL \$361,383.00

Dated: July 7, 2014

	OTHER SERVICES	
0330	Communications	_____
0331*	Printing & Publishing	_____
0332	Utilities	_____
0333*	Travel-Conf.-Schools	_____
0334	Mtce. of Equipment	_____
0335	Mtce. of Structures	_____
0336*	Mtce. of Other Impr.	\$301,150.00
0337	Subsistence of Persons	_____
0338	Cleaning & Waste Removal	_____
0339*	Other Services	\$15,058.00
	TOTAL	\$316,208.00

 Mayor

Attest:

 City Clerk/Treasurer

	OTHER CHARGES	
0440	Rents	_____
0441*	Insurance & Bonds	_____
0442	Awards & Indemnities	_____
0443	Subscription/Memberships	_____
0444	Interest	_____
0445	Licenses & Taxes	_____
0446*	Prof. Serv.	\$45,175.00
0447*	Advertising	_____
0448*	Adm. OH (Transfer)	_____
0449	Other Charges	_____
	TOTAL	\$45,175.00

GRAND TOTAL \$361,383.00

RESOLUTION NO. _____
PRELIMINARY 1405 INDUSTRIAL PARK BUDGET

ESTIMATED TOTAL COST \$3,500,000

*Budget Amounts are Essential

Dated: July 7, 2014

Code

PERSONNEL SERVICES	
0110*	Salaries Reg. Employees _____
0111*	Overtime Reg. Employees _____
0112*	Salaries Temp. Employees _____
0113*	Employer Pension Contr. _____
0114*	Employer Ins. Contr. _____
	TOTAL <u>\$0.00</u>

SUPPLIES	
0220*	Office Supplies _____
0221*	Small Tools _____
0222*	Motor Fuels & Lubricants _____
0223*	Postage _____
0224	Mtce. of Equipment _____
0225	Mtce. of Structures _____
0226	Mtce. of Other Improvements _____
0227	Subsistence of Persons _____
0228	Cleaning & Waste Removal _____
0229*	General Supplies _____
	TOTAL <u>\$0.00</u>

OTHER SERVICES	
0330	Communications _____
0331*	Printing & Publishing _____
0332	Utilities _____
0333*	Travel-Conf.-Schools _____
0334	Mtce. of Equipment _____
0335	Mtce. of Structures _____
0336*	Mtce. of Other Impr. <u>\$2,898,445.00</u>
0337	Subsistence of Persons _____
0338	Cleaning & Waste Removal _____
0339*	Other Services <u>\$145,033.00</u>
	TOTAL <u>\$3,043,478.00</u>

OTHER CHARGES	
0440	Rents _____
0441*	Insurance & Bonds _____
0442	Awards & Indemnities _____
0443	Subscription/Memberships _____
0444	Interest _____
0445	Licenses & Taxes _____
0446*	Prof. Serv. <u>\$456,522.00</u>
0447*	Advertising _____
0448*	Adm. OH (Transfer) _____
0449	Other Charges _____
	TOTAL <u>\$456,522.00</u>

GRAND TOTAL \$3,500,000.00

RECEIVABLES	
Property Owners	_____
County	_____
State	_____
City-LOST	<u>\$3,500,000.00</u>
City	_____
Other	_____
	TOTAL <u>\$3,500,000.00</u>

FINANCING	
Bonds	_____
State	_____
City- LOST	<u>\$3,500,000.00</u>
City	_____
Other	_____
	TOTAL <u>\$3,500,000.00</u>

GRAND TOTAL \$3,500,000.00

Dated: July 7, 2014

Mayor

Attest:

City Clerk/Treasurer

RESOLUTION NO. _____
 PRELIMINARY 1407 STREET LIGHTING BUDGET

ESTIMATED TOTAL COST \$76,200.00
 *Budget Amounts are Essential

Dated: July 7, 2014

Code

PERSONNEL SERVICES	
0110*	Salaries Reg. Employees _____
0111*	Overtime Reg. Employees _____
0112*	Salaries Temp. Employees _____
0113*	Employer Pension Contr. _____
0114*	Employer Ins. Contr. _____
	TOTAL <u>\$0.00</u>

RECEIVABLES	
	Property Owners _____
	County _____
	State _____
	City-LOST <u>\$76,200.00</u>
	City _____
	Other _____
	TOTAL <u>\$76,200.00</u>

SUPPLIES	
0220*	Office Supplies _____
0221*	Small Tools _____
0222*	Motor Fuels & Lubricants _____
0223*	Postage _____
0224	Mtce. of Equipment _____
0225	Mtce. of Structures _____
0226	Mtce. of Other Improvements _____
0227	Subsistence of Persons _____
0228	Cleaning & Waste Removal _____
0229*	General Supplies _____
	TOTAL <u>\$0.00</u>

FINANCING	
	Bonds _____
	State _____
	City- LOST <u>\$76,200.00</u>
	City _____
	Other _____
	TOTAL <u>\$76,200.00</u>

GRAND TOTAL \$76,200.00

Dated: July 7, 2014

OTHER SERVICES	
0330	Communications _____
0331*	Printing & Publishing _____
0332	Utilities _____
0333*	Travel-Conf.-Schools _____
0334	Mtce. of Equipment _____
0335	Mtce. of Structures _____
0336*	Mtce. of Other Impr. <u>\$63,500.00</u>
0337	Subsistence of Persons _____
0338	Cleaning & Waste Removal _____
0339*	Other Services <u>\$3,175.00</u>
	TOTAL <u>\$66,675.00</u>

 Mayor

Attest:

OTHER CHARGES	
0440	Rents _____
0441*	Insurance & Bonds _____
0442	Awards & Indemnities _____
0443	Subscription/Memberships _____
0444	Interest _____
0445	Licenses & Taxes _____
0446*	Prof. Serv. _____
0447*	Advertising _____
0448*	Adm. OH (Transfer) <u>\$9,525.00</u>
0449	Other Charges _____
	TOTAL <u>\$9,525.00</u>

 City Clerk/Treasurer

GRAND TOTAL \$76,200.00