



## Legislation Text

**File #:** 48614, **Version:** 1

### Fiscal Note

The proposed resolution authorizes a License Agreement with Centurylink Communications, LLC allowing for the installation and maintenance of underground telecommunications facilities in a portion of the City's Cannonball Bike Path corridor. No City appropriation is required. An administrative fee of \$500 and an initial annual license fee of \$820, subject to subsequent four (4) percent annual increases, will be collected by the Economic Development Division and deposited into the agency's general revenue account.

### Title

Authorizing a License Agreement with Centurylink Communications, LLC allowing for the installation and maintenance of underground telecommunications facilities in a portion of the City's Cannonball Bike Path corridor located at 1998 West Beltline Highway.

### Body

WHEREAS, Centurylink Communications, LLC has requested that the City allow it to install underground fiber optic telecommunications facilities within a section of the City's Cannonball Bike Path corridor located at 1998 West Beltline Highway; and

WHEREAS, City Engineering staff have reviewed this request and recommend a license be granted; and

WHEREAS, the terms of a license agreement have been negotiated between the Office of Real Estate Services and Centurylink Communications, LLC; and

WHEREAS, City of Madison Engineering Division staff have reviewed and approve of the license agreement, and the license agreement has been reviewed and approved by the Risk Manager and City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Madison hereby authorizes the Mayor and City Clerk to enter into a license agreement ("License") with Centurylink Communications, LLC ("Licensee") for the installation, operation and maintenance of underground fiber optic telecommunications facilities (collectively, "Equipment") within a section of the City's Cannonball Bike Path corridor described in attached Exhibit A and depicted on attached Exhibit B (the "Property"), on the following terms and conditions:

1. The Licensee shall pay to the City a one-time administrative fee of \$500 as payment for the processing of the License.
2. The portion of the Property to be occupied by the Equipment is hereinafter referred to as the "Premises" and is depicted on Exhibit B.
3. The initial term of the License shall be ten (10) years. The Licensee may, upon agreement of the parties, renew the License for three (3) additional ten (10) year terms, subject to the terms and conditions of the License.
4. The initial annual License fee shall be \$820.00, based on the rate of \$2.00 per lineal foot (i.e., 410 ft. x \$2.00 = \$820.00). Throughout the initial term and any renewal term of the License, the License fee shall increase annually by 4%.
5. The City shall not be responsible for any damage to the Licensee's Equipment or any materials, equipment or vehicles used in conjunction with construction, maintenance, repair, replacement, or

removal activities that may be caused by City, its employees, contractors, or others.

6. If the City, at its sole discretion, determines that the location of the Licensee's Equipment prevents or impedes the construction of a public improvement and that no reasonable alternative is available, the Licensee, at its own expense, shall relocate its Equipment to accommodate the public improvement.
7. The Licensee shall be liable to and shall agree to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Licensee and/or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of the License, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, or employees. This paragraph shall survive termination and assignment or transfer of the License.
8. The Licensee shall carry commercial general liability insurance covering as insured the Licensee and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of the License. As evidence of this coverage, the Licensee shall furnish the City with a certificate of insurance on a form approved by the City, and if requested by the City Risk Manager, the Licensee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while the License is in effect, the Licensee shall provide a renewal certificate to the City for approval.
9. The Licensee may not assign the License without the prior written consent of the City. Before an assignment shall be effective, any assignee shall assume in writing all of the obligations of the Licensee's rights under the License.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute, deliver and record such documents and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution.