

PUBLIC WORKS & UTILITIES COMMITTEE

12-0259R

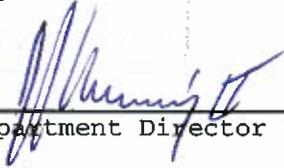
RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE
DULUTH SEAWAY PORT AUTHORITY FOR ELECTRIC SERVICE
INSTALLATION FOR LIFT STATION NO. 40.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to entire into a license agreement, a copy of which is on file in the office of the city clerk as Public Document No. _____, with the Duluth Seaway Port Authority for the installation of an electric service on Authority property for use in conjunction with sanitary sewer lift station no. 40, and the relocation of a power supply to an existing Authority building, at no cost to the city.

RECEIVED

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

ENG ERS:jh 5/15/2012

STATEMENT OF PURPOSE: This resolution will authorize a license agreement allowing the city to install a new electrical service on Port Authority property to provide power to the city's Lift Station No. 40. As part of the project the city will also relocate an electrical service owned by the Authority at no cost to the city.

LICENSE AGREEMENT
TO ENTER ON PROPERTY, AND INSTALL ELECTRIC SERVICE

THIS AGREEMENT is made as of this ____ day of _____, 2012, by and between City of Duluth, a Municipal corporation (hereinafter referred to as "City"), and the DULUTH SEAWAY PORT AUTHORITY (herein referred to as "Authority") a body corporate and politic, existing under the laws of the State of Minnesota, having its principal office in Duluth, Minnesota.

LICENSE AND TERM

The Authority hereby grants to City a non-exclusive license upon the terms and provisions stated herein, revocable at any time with or without cause in the sole discretion of the Authority; upon Sixty (60) days prior written notice to City, to install an underground duct and electrical wiring from existing Authority Power House to the sewer lift station conveyed to the City by Resolution No. 48-88 and to Authority's existing building to the north of said lift station, all as shown on Exhibit A attached hereto and made a part hereof. The property over which said duct and electrical wiring is installed is hereinafter referred to as the "Licensed Premises". As part of its contract for the installation of said duct and wiring to said lift station, City agrees to have its contractor install electrical wiring meeting the specifications set forth in Exhibit B attached hereto and made a part hereof providing a new supply of electrical power to the electrical entry to the aforesaid existing building; Authority agrees that it shall be responsible for connecting said new power supply to said existing building. Upon completion of the installation of said new power supply to said existing building by City, City will invoice Authority for the cost thereof, supported by reasonable documentation of the costs thereof, and Authority agrees to promptly reimburse City for said costs. The term of this license will commence on May 1, 2012 and run until terminated, for the sole purpose of supplying electricity to the sewer lift station on the Licensed Premises.

COMPLIANCE WITH LAWS, PROTECTION OF OTHER PROPERTIES

During the term of this Agreement City and all persons accompanying their officers, agents, employees and invitees onto the Licensed Premises shall fully comply with all applicable laws. Neither City, their officers, agents, employees, or invitees, nor anyone accompanying City, their officers, agents, employees, or invitees shall deposit solid waste or liquid waste on or commit waste on or damage to the Licensed Premises or allow any public or private nuisance or other act or thing to take place, other than installation of the duct and electrical wiring.

RELEASE AND INDEMNIFICATION OF THE AUTHORITY

In and for good and valuable consideration for the license given herein by the Authority, City hereby fully and forever releases and discharges the Authority and its agents, servants, employees, administrators, executors, successors, or assigns of and from all manner of actions, causes and causes of action, suits, debts, dues, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, in any way arising from any and all injuries, losses, death and/or damages to persons and/or property arising, in whole or in part, out of the activities of City their employees, agents, representatives, officers, licensees, invitees, or servants using, occupying or visiting the Licensed Premises or who are by, in or on the same.

City agrees to indemnify, defend and hold harmless Authority against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Licensed Premises.

Provided, however, that nothing herein shall be deemed to be a waiver by City or Authority of any of the provisions of Minnesota Statutes Chapter 466 or of extending liability to any third party by virtue of these provisions.

ASSIGNMENT AND SUBLICENSING

The rights and obligations of City hereunder may not be assigned, subleased, sublicensed or in any other way transferred.

INSURANCE REQUIREMENTS

During the term of this license, City, at its own cost and expense, shall self insure for liability and property damage applicable to the Licensed Premises, and City agents, employees, servants, invitees or licensees, sufficient to protect the interests of the Authority with a combined single limit of at least \$1,000,000; for each occurrence \$500,000. The Authority shall be considered an additional insured.

TERMINATION

The Authority may, in its sole discretion, revoke the within license at any time and for any reason after the giving of written notice by the Authority, by its Executive Director or his designee to City at least Sixty (60) days in advance of the effective date thereof, as indicated in NOTICES.

CLEANING OF LICENSED PREMISES

After termination City will properly clean and leave the Licensed Premises in a condition existing prior to electric service installation; provided that the requirements of this paragraph shall not require the City to excavate and remove the duct or electrical wiring installed on the Licensed Premises. In the event that City fails to clean the Licensed Premises, AUTHORITY will clean and City will be responsible for all costs of clean-up.

NOTICES

Notices hereunder shall be deemed given if mailed by certified mail, return receipt requested, postage prepaid and addressed as follows:

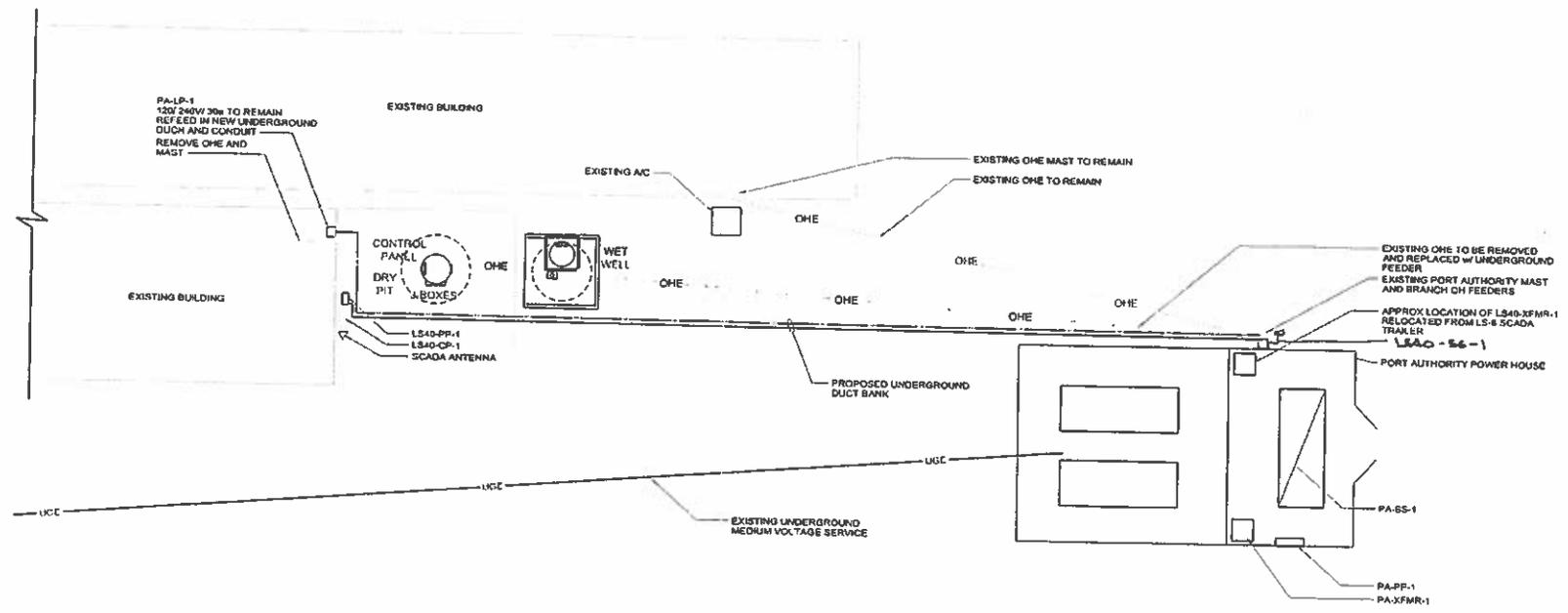
If to the Authority: Jim Sharrow
Duluth Seaway Port Authority
1200 Port Terminal Drive
Duluth, MN 55802
Ph # 727-8525

If to City: Director of Public Works and
Utilities

City of Duluth
411 West First Street

Room 211B City Hall

Duluth, MN 55802



I hereby certify that the plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Scott R. Chilson *Scott R. Chilson* Reg. NO. 44287

Date: 1-13-2012

LIFT STATION No. 40

EXISTING CONCRETE FOUNDATION - TO REMAIN



NSA
NATIONAL SAFETY ASSOCIATION
1100 N. 17th St., Suite 100
St. Paul, MN 55109
612-291-1000
www.nsa.org

Designed By	Checked By
Drawn By	Reviewed By
Scale	Date

Project No.	Sheet No.
Revision	Date