

RESOLUTION NO. 2021-53

A RESOLUTION APPROVING INITIAL COMMUNITY-WIDE TECHNOLOGY OVER-BUILD AGREEMENT BETWEEN THE CITY OF WAYNE AND HUNTEL.NET, INC., D/B/A AMERICAN BROADBAND COMMUNICATIONS, INC.

WHEREAS, the Wayne City Council is desirous of entering into what is called an “Initial Community-Wide Technology Over-Build Agreement” with HunTel.Net, Inc., d/b/a American Broadband Communications, Inc. (ABB) to provide for the timely and efficient expansion of broadband throughout the entire corporate limits of Wayne; and

WHEREAS, staff recommendation is to approve said agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the “Initial Community-Wide Technology Over-Build Agreement” between the City of Wayne and ABB, which is attached hereto, be accepted as recommended, and the Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 21st day of September, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**INITIAL COMMUNITY-WIDE
TECHNOLOGY OVER-BUILD AGREEMENT**

This Agreement is entered into between Huntel.Net, Inc., d/b/a American Broadband (ABB) and the City of Wayne, Nebraska (City).

WHEREAS, ABB desires to construct fiber broadband throughout the corporate limits of the City of Wayne, Nebraska; and

WHEREAS, ABB has a permit to construct fiber broadband throughout the downtown area of City; and

WHEREAS, the City and ABB desire to enter into an agreement that provides for the timely and efficient expansion of broadband throughout the entire corporate limits of City; and

WHEREAS, ABB desires to construct fiber broadband in a grid progression, with each grid being a stand-alone project, with typical grid size being 800 to 1,000 homes or businesses; and

WHEREAS, the City desires to inspect the over-build project to assure any construction complies with City Code and permit standards.

NOW, THEREFORE, BE IT RESOLVED that ABB and the City mutually agree as follows:

1. ABB shall be permitted to construct fiber broadband across all the City grids simultaneously, which will provide for both underground and aerial construction in City's Right-of-Way and Utility Easements;
2. ABB shall pay to City permit fees in the amount of \$600.00 per grid area, for a total of \$1,800.00;
3. ABB shall abide by all state "one-call" laws;
4. ABB agrees potholing of existing utilities will be performed by hand digging or using a hydro-vac in situations where hand-digging is not practical;
5. All soils removed by ABB as part of excavation will be stored on tarps and reused, in an effort to return the site to its original condition;
6. ABB shall remove gravel prior to any alley excavation. Gravel shall be stored and reused post-excavation, in an effort to return the alley to its original condition;
7. Prior to grid start, ABB and the contractor will conduct a pre-construction field briefing within the grid. City's inspector is invited to attend the meeting to provide feedback prior to construction;
8. At the completion of each grid, ABB and City will complete a final inspection and annotate any discrepancies that the contractor must repair;

9. The permit shall be satisfied when both ABB and City are satisfied with repairs;
10. If a discrepancy is found after the final inspection (such as a bad coupler preventing cable pulling), ABB will direct the contractor to repair the discrepancy at ABB's expense;
11. All restoration will be completed to ABB's standards, as well as the City's standards;
12. This Agreement shall not prohibit City or City's assigns from completing any construction, repairs, or maintenance to City's property. All costs to remove, repair, replace, or otherwise alter ABB's equipment or fiber broadband to effectuate this provision shall be attributable to ABB, and City shall be held harmless therefrom.
13. City inspectors shall be permitted to spot check any subcontractor, at any time, with or without notice, and to provide oversight and feedback; and
14. All the terms and conditions herein contained are contingent upon the signing of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures on the date specified below.

CITY OF WAYNE, a municipal corporation

By _____
Cale Giese, Mayor

ATTEST:

By _____
Betty A. McGuire, City Clerk

Date: _____

HunTel.Net, Inc., d/b/a
America Broadband Nebraska
Communications, Inc.

By _____

Date _____