



MEETING AGENDA – NOVEMBER 29, 2016

BOARD ROOM
4000 EAST RIVER ROAD NE
ROCHESTER, MN 55906

4:00 PM

Call to Order

1. **Approval of Agenda**
2. **Approval of Minutes**
 1. Public Utility Board - Special Meeting - Nov 15, 2016 4:00 PM
3. **Approval of Accounts Payable**
 1. A/P board listing

NEW BUSINESS

Open Comment Period

(This agenda section is for the purpose of allowing citizens to address the Utility Board. Comments are limited to 4 minutes, total comment period limited to 15 minutes. Any speakers not having the opportunity to be heard will be the first to present at the next Board meeting.)

4. **Regular Agenda**
 1. IBEW, Local 949 (Clerical) 2017-2019 Collective Bargaining Agreement
Resolution - IBEW, Local 949 (Clerical) 2017-2019 Collective Bargaining Agreement
 2. New Cingular Wireless (AT&T) Site Lease Agreement
Resolution: New Cingular Wireless PCS Site Lease Agreement
 3. CC VIII Operating, LLC (Charter Communications) Site Lease Agreement
Resolution: CC VIII Operating, LLC (Charter Communications) Lease Agreement
 4. Resolution Approving the Issuance of Electric Utility Revenue and Refunding Bonds, Series 2017A

Resolution Approving the Issuance of Electric Utility Revenue and Refunding Bonds, Series 2017A
5. **Informational**
 1. Hydro Dam Exterior Improvement Project Update - Informational Only
6. **General Managers Report**
7. **Division Reports & Metrics**
8. **Other Business**
9. **Adjourn**

The agenda and board packet for Utility Board meetings are available on-line at www.rpu.org and <http://rochestercitymn.iqm2.com/Citizens/Default.aspx>



MEETING MINUTES – NOVEMBER 15, 2016

BOARD ROOM
4000 EAST RIVER ROAD NE
ROCHESTER, MN 55906

4:00 PM

Call to Order

Attendee Name	Title	Status	Arrived
Michael Wojcik	Board Member	Present	
Dave Reichert	Board President	Present	
Mark Browning	Board Member	Present	
Melissa Graner Johnson	Board Member	Present	
Tim Haskin	Board Member	Excused	

1. Approval of Agenda

1. **Motion to:** to approve Board agenda as presented

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Wojcik, Board Member
SECONDER:	Mark Browning, Board Member
AYES:	Michael Wojcik, Dave Reichert, Mark Browning, Melissa Graner Johnson
EXCUSED:	Tim Haskin

2. Approval of Minutes

1. Public Utility Board - Regular Meeting - Oct 25, 2016 4:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Michael Wojcik, Board Member
SECONDER:	Mark Browning, Board Member
AYES:	Michael Wojcik, Dave Reichert, Mark Browning, Melissa Graner Johnson
EXCUSED:	Tim Haskin

3. New Business**Open Comment Period**

No one from the public signed up to speak during the public hearing.

4. Regular Agenda

1. Revocable Permit Agreement MNDOT

During discussion of this agenda item, Dave Reichert, Board President, pointed out that this agreement is completely revocable, if necessary.

Board Member Melissa Graner Johnson questioned the use of the term "Applicant" in clause #6 of the Agreement, and asked if this should be changed to "MNDOT", as "Applicant" is not defined. After discussion, the Board concluded that "Applicant" infers "MNDOT," but this should be verified

with the City Attorney. Ms. Johnson also pointed out that item #10 of the Agreement contains no clear merger integration clause, and questioned whether the City Attorney's office had approved the language. General Manager Mark Kotschevar concurred that the Agreement had already been approved by the City Attorney. However, the Board agreed to take the Agreement back to the City Attorney for further review.

The Resolution was amended to be contingent upon approval of the terms and conditions by the General Manager and the City Attorney.

RESOLUTION - REVOCABLE PERMIT AGREEMENT MNDOT

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve an agreement with the MN Department of Transportation and authorize the Mayor and the City Clerk to execute the Revocable Permit Agreement, contingent upon the approval of the terms and conditions by the General Manager and the City Attorney.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 15th day of November, 2016.

Resolution: Revocable Permit Agreement MNDOT

- 2. **Motion to:** Motion to approve the Revocable Permit Agreement with MNDOT, contingent upon approval of the terms and conditions by the General Manager and the City Attorney.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Wojcik, Board Member
SECONDER:	Melissa Graner Johnson, Board Member
AYES:	Michael Wojcik, Dave Reichert, Mark Browning, Melissa Graner Johnson
EXCUSED:	Tim Haskin

- 3. Utility Relocation and Release of Easements Agreement

There was a brief discussion on the Utility Relocation and Release of Easements Agreement between RPU and Olmsted County, and the Resolution passed with a unanimous vote.

RESOLUTION - UTILITY RELOCATION AND RELEASE OF EASEMENT AGREEMENT

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the Relocation and Release of Easement Agreements with Olmsted County and authorize the Mayor and the City Clerk to execute the Agreements.

Minutes Acceptance: Minutes of Nov 15, 2016 4:00 PM (Approval of Minutes)

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 15th day of November, 2016.

Resolution: Utility Relocation and Release of Easements Agreement

- 4. **Motion to:** Motion to approve the Relocation and Release of Easement Agreements with Olmsted County and authorize the Mayor and the City Clerk to execute the Agreements.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melissa Graner Johnson, Board Member
SECONDER:	Michael Wojcik, Board Member
AYES:	Michael Wojcik, Dave Reichert, Mark Browning, Melissa Graner Johnson
EXCUSED:	Tim Haskin

- 5. Water Utility - Cash Reserve Policy

The Board held a brief discussion on the Water Utility Cash Reserve Policy, and the Resolution passed unanimously. This agenda item had previously been presented to the Board as an Informational item at the October 25, 2016 Board Meeting.

RESOLUTION - WATER UTILITY CASH RESERVE POLICY

BE IS RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the Water Utility Cash Reserve Policy effective November 15, 2016.

Passed by they Public Utility Board of the City of Rochester, Minnesota, this 15th day of November, 2016.

Resolution: Water Utility - Cash Reserve Policy

- 6. **Motion to:** Motion to approve the Water Utility Cash Reserve Policy as presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Browning, Board Member
SECONDER:	Michael Wojcik, Board Member
AYES:	Michael Wojcik, Dave Reichert, Mark Browning, Melissa Graner Johnson
EXCUSED:	Tim Haskin

- 7. Electric Utility - Cash Reserve Policy

There was a brief discussion on the Electric Utility Cash Reserve Policy, and the item passed with a unanimous vote.

RESOLUTION - ELECTRIC UTILITY CASH RESERVE POLICY

Minutes Acceptance: Minutes of Nov 15, 2016 4:00 PM (Approval of Minutes)

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the Electric Utility Cash Reserve Policy effective November 15, 2016.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 15th day of November, 2016.

Resolution: Electric Utility - Cash Reserve Policy

8. **Motion to:** Motion to approve the Electric Utility Cash Reserve Policy as presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melissa Graner Johnson, Board Member
SECONDER:	Michael Wojcik, Board Member
AYES:	Michael Wojcik, Dave Reichert, Mark Browning, Melissa Graner Johnson
EXCUSED:	Tim Haskin

9. Electric Utility Rate Adjustment

Peter Hogan, Director of Corporate Services, explained that a number of factors contributed to the 3.7% electric utility rate increase for 2017, which resulted from the early start of construction on the Westside Energy Station project. The Board chose to start the project early in 2016 to save long term costs overall, and in doing so, was able to secure favorable exchange rates on the fallen euro, saving the Utility millions of dollars when purchasing equipment and bonding. Historically low interest rates also provided for significant savings, allowing the Utility to lock in favorable rates on tax exempt bonding.

Mr. Hogan stated that Utility customers will notice about a \$3.10 billing increase for monthly electric services, on average, as a result of the rate adjustment. He noted that the rate proposed adds 2% to the previously approved 1.7% increase adopted by the Board in 2014 as part of a three-year rate track (for a total of 3.7%).

Board member Melissa Graner Johnson pointed out that the adjustment will have a positive impact on our interest rates for debt service by securing a better bond rating.

The rate adjustment will be presented before the City Council for approval on November 21, 2016.

RESOLUTION - ELECTRIC UTILITY RATE ADJUSTMENT

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the following rate schedules and attached tariff effective on or about January 1, 2017.

- Residential Service (RES)
- Residential Service-Dual Fuel (RES-DF)
- Residential-High Efficiency HVAC (RESELGEO)
- General Service (GS)
- General Service-High Efficiency (GS-HEF)
- General Service Time-Of-Use (GS-TOU)
- Medium General Service (MGS)
- Medium General Service-High Efficiency (MGS-HEF)
- Medium General Service Time-Of-Use (MGS-TOU)
- Large General Service (LGS)
- Large Industrial Service (LIS)
- Interruptible Service (INTR)
- City Street Lighting (CSL)
- Traffic Signals (TS)
- Highway Lighting (HL)
- Security Lighting (SL)
- Civil Defense Sirens (CDS)
- Clean Air Rider (CAR)

BE IT FURTHER RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the Common Council of the said City is requested to approve an overall 3.7% electric revenue increase with changes to all customer classes and an annual update to the Clean Air Rider Rate on or about January 1, 2017.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 15th day of November, 2016.

Resolution: 2017 Electric Utility Rate Adjustment

10. **Motion to:** Motion to approve the Electric Utility Rate Adjustment

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Browning, Board Member
SECONDER:	Michael Wojcik, Board Member
AYES:	Michael Wojcik, Dave Reichert, Mark Browning, Melissa Graner Johnson
EXCUSED:	Tim Haskin

11. Approval of the 2017 Electric Utility Budget

Peter Hogan, Director of Corporate Services, presented the 2017 Electric Utility budget to the Board, which represents a \$3.4 million reduction in operating and capital expenses from the originally approved rate track for 2017. The 3.7% rate increase for 2017 is comprised of the previously approved 1.7% increase adopted by the Board in 2014, with an additional 2% added for the construction of the Westside Energy Station.

Board Member Michael Wojcik asked if the Utility is working to create renewable assets locally. General Manager Mark Kotschevar responded that RPU is partnering with SMMPA (Southern Minnesota Municipal Power Agency) on a Community Solar project underway in Princeton, Minnesota, which will allow local customers to purchase panels from a central location and benefit from solar-generated electricity at a lower cost of installing panels on their own roofs. Customers would, in turn, receive a credit on their bills. RPU is finalizing the contract with SMMPA now and when completed, the Utility will make a public announcement as well as publish an article in

Minutes Acceptance: Minutes of Nov 15, 2016 4:00 PM (Approval of Minutes)

"Plugged In', RPU's customer magazine. Construction of the Community Solar site is slated for completion in 2017; the customer cost per panel is estimated at \$1,200. The Utility is currently drafting a policy for the program which will allow consumers to re-sell panels when a property sells. An installment payment plan is also in discussion.

Board Member Mark Browning referenced the five year capital budget of \$26 million provisioned for various downtown electric facilities, and asked if there will be an increase in distribution facilities. Sidney Jackson, Director of Core Services, replied that the Utility will need to add additional infrastructure. Mr. Browning wanted to know if the Utility's electric budget will be tied into the City's DMC (Destination Medical Center) budget, with RPU requesting funds to meet the increased load demand? Mr. Kotschevar explained that this will not be the case, since within the Utility's system, load pays for infrastructure needs.

Mr. Wojcik questioned whether above ground transmission lines are included in the budget for downtown infrastructure. Mr. Kotschevar confirmed that above ground lines are factored in.

RESOLUTION - APPROVAL OF THE 2017 ELECTRIC UTILITY BUDGET

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the Common Council of the said City is requested to approve the 2017 electric utility capital and operating budgets.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 15th day of November, 2016.

Resolution: Approval of the 2017 Electric Utility Budget

- 12. **Motion to:** Motion to approve the 2017 Electric Utility budget as presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melissa Graner Johnson, Board Member
SECONDER:	Michael Wojcik, Board Member
AYES:	Michael Wojcik, Dave Reichert, Mark Browning, Melissa Graner Johnson
EXCUSED:	Tim Haskin

- 13. Approval of the 2017 Water Utility Budget

Peter Hogan, Director of Corporate Services, stated that in passing the water budget, the Utility is following a three-year rate track established in 2015. The water budget incorporates a 6% rate increase for each of 2016, 2017, and 2018. The 2017 increase will equate to a 0.78 cents/month billing increase for the average customer.

Minutes Acceptance: Minutes of Nov 15, 2016 4:00 PM (Approval of Minutes)

Board Member Mark Browning pointed out that throughout the years of 2008-2013, the Utility had not approved a rate increase, therefore a small increase was justified to support the investment in infrastructure, maintenance and replacement reserves.

Sidney Jackson, Director of Core Services, stated that expenditures were made in strategically replacing old infrastructure in areas of the city not covered by City street maintenance projects. Jackson further explained that the Utility is being proactive in conducting a year-long, long range infrastructure study to assess critical areas where aging infrastructure could cause major damage, and address them before problems arise. Mr. Wojcik proposed that it might be beneficial for the Utility to work more closely with the City's Infrastructure Maintenance division to coordinate projects. Mr. Jackson stated that the Utility would like to work more closely with Public Works, if possible.

Mark Kotschevar, General Manager, thanked the Board and staff for their hard work and input on the 2017 budget and noted that the budget will be brought to the City Council for approval on Monday, November 21, 2016. Board Member Melissa Graner Johnson praised staff members for their contributions in compiling the data and information that facilitated the ease of the process, enabling the Board to make an informed decision.

RESOLUTION - APPROVAL OF THE 2017 WATER UTILITY BUDGET

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the Common Council of the said City is requested to approve the 2017 water utility capital and operating budgets.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 15th day of November, 2016.

Resolution: Approval of the 2017 Water Utility Budget

- 14. **Motion to:** Motion to approve the 2017 Water Utility Budget as presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Browning, Board Member
SECONDER:	Melissa Graner Johnson, Board Member
AYES:	Michael Wojcik, Dave Reichert, Mark Browning, Melissa Graner Johnson
EXCUSED:	Tim Haskin

5. Adjourn

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Minutes Acceptance: Minutes of Nov 15, 2016 4:00 PM (Approval of Minutes)

Special Meeting

Tuesday, November 15, 2016

4:00 PM

Submitted by:

Secretary

Approved by the Board

Board President

Date

Minutes Acceptance: Minutes of Nov 15, 2016 4:00 PM (Approval of Minutes)

ACCOUNTS PAYABLE

Meeting Date: 11/29/2016

SUBJECT: A/P board listing

PREPARED BY: Terri Engle

Please approve

ROCHESTER PUBLIC UTILITIES
A/P Board Listing By Dollar Range
For 10/13/2016 To 11/14/2016
Consolidated & Summarized Below 1,000

Greater than 50,000 :

1			
2			
3	SOUTHERN MN MUNICIPAL POWER A	October charges	7,269,309.01
4	WARTSILA NORTH AMERICA	Reciprocating Engines	5,250,760.14
5	WESTSIDE ENERGY PARTNERS	Westside Energy Station EPC	877,922.90
6	MN DEPT OF REVENUE	Sept Sales and Use Tax	743,310.63
7	ALVIN E BENIKE INC (P)	Douglas Trail Substation Construction	408,848.46
8	ALVIN E BENIKE INC (P)	Lake Zumbro Dam Bldg Improvements	354,068.70
9	JENNINGS, STROUSS & SALMON PL	2016 Legal Fees	202,424.34
10	CONSTELLATION NEWENERGY-GAS D	September gas at SLP	179,863.53
11	CONSTELLATION NEWENERGY-GAS D	September gas at CC	138,834.81
12	FRASER CONSTRUCTION INC	Douglas Trail Pole Foundations	88,880.00
13	WRIGHT TREE SERVICE INC	2016 Hourly Tree Trimming~	77,801.01
14	ZIEGLER INC	Caterpillar Portable Generator 2006	69,000.00
15	SOUTHERN STATES LLC	Circuit switcher	59,370.00
16	ALSTOM GRID INC	CVT, Outdoor, 161kV 1400/800:1 Relay Acc	56,430.00
17	STUART C IRBY CO INC	Wire, AL, 15kV, 1/0 Solid, 1/C, Jacketed	56,192.40
18	N HARRIS COMPUTER CORP	Cayenta Implementation Services	55,000.00
19			
20		Price Range Total:	15,888,015.93
21			

5,000 to 50,000 :

22			
23			
24	SPARTA CONSULTING INC	2016 SAP Application Support	47,550.00
25	BILLTRUST dba	15-16 CC/Billing/Mailing/IVR Services	42,777.42
26	STUART C IRBY CO INC	Trans, PM, 3ph, 2500kVA, 13.8/8, 480/277	33,586.00
27	SAUBER MANUFACTURING CO	Flatbed Body and Hydraulics (V582)	33,447.60
28	CORPORATE RISK SOLUTIONS INC	Low Impact Support Project Phase 1	33,442.72
29	FRASER CONSTRUCTION INC	Watermain Replacement	32,068.00
30	OSI-OPEN SYSTEMS INTERNATIONA	Software patching project implementation	31,806.00
31	THE ENERGY AUTHORITY INC	Sept MISO Transmission Activity	30,641.44
32	COOPER POWER SYSTEMS	1200 KVAR Capacitor Bank	29,457.00
33	ALL SYSTEMS INSTALLATION dba	Fiber Splicing and Terminating	26,743.36
34	PEOPLES ENERGY COOPERATIVE (P	October Compensable	25,425.33
35	ALSTOM GRID INC	CVT, Outdoor, 161kV 1400/800:1 Relay Acc	25,080.00
36	ORACLE AMERICA INC	2015-2016 Home Energy Reports	24,000.00
37	U S ALLIANCE GROUP	October Fees	23,464.94
38	THE ENERGY AUTHORITY INC	October Resource Fee	21,678.75
39	CREST PRECAST INC	Vault	20,840.63
40	MERIT CONTRACTING INC (P)	SC Roof Repairs	19,217.00
41	ALSTOM GRID INC	Switch, 161kV, 2000A, 16'-0 bus	18,470.00
42	DAKOTA SUPPLY GROUP	Meter, FM2S CL200 240V AMR	17,736.98
43	OSI-OPEN SYSTEMS INTERNATIONA	Remote server move assistance	17,698.50
44	COMPUTER TASK GROUP INC	Project Coordinator for Cayenta Project	17,280.00

Attachment: AP Board CRMO (6499 : A/P board listing)

ROCHESTER PUBLIC UTILITIES
A/P Board Listing By Dollar Range
For 10/13/2016 To 11/14/2016
Consolidated & Summarized Below 1,000

45	CRESCENT ELECTRIC SUPPLY CO	Conduit, PVC Sch 40, 5.00, 20' length	17,204.89
46	ULTEIG ENGINEERS INC	Douglas Trail Substation Design EPIC	16,569.00
47	VIKING ELECTRIC SUPPLY INC	Conduit, HDPE, 5.00, Empty, SDR 13.5	16,223.40
48	BURNS & MCDONNELL INC (P)	Combined Heat and Power Assessment	15,482.83
49	VISION COMPANIES LLC (P)	Org. Strategy	15,450.00
50	CITY OF ROCHESTER	W/C	14,918.22
51	VERTEX US HOLDINGS INC	Consulting Services for Data Migration	14,610.90
52	ASPLUNDH TREE EXPERT CO INC (	Hydro Line Clearance~	14,256.44
53	VIKING ELECTRIC SUPPLY INC	Photocontrol, 120V-305V	13,680.00
54	BARR ENGINEERING COMPANY (P)	Water Sustainability Study Phase 3A	13,381.45
55	XYLO TECHNOLOGIES INC	IT Helpdesk Support	13,239.50
56	USIC LOCATING SERVICES INC	2016 Locating Services	12,772.40
57	BARR ENGINEERING COMPANY (P)	Water Sustainability Study Phase 3B	11,702.27
58	CENTURYLINK	2016 Monthly Telecommunications	11,486.46
59	MIDWEST SAFETY COUNSELORS, IN	Safety Prof. for Douglas Trail Sub	10,824.10
60	AMERICAN ENGINEERING TESTING	Substation Foundations QA Testing	10,715.40
61	OSI-OPEN SYSTEMS INTERNATIONA	User/App password change implementation	10,602.00
62	N HARRIS COMPUTER CORP	Travel for Cayenta Implementation Serv	10,314.67
63	FORBROOK LANDSCAPING SERVICES	Landscaping work DR site	10,181.98
64	STUART C IRBY CO INC	Trans, PM, 3ph, 45kVA, 13.8/8,208/120 Std	9,293.86
65	OSI-OPEN SYSTEMS INTERNATIONA	OpenView software license (3 users)	8,817.19
66	SPECTRUM REACH	Service Assured ad spots	8,756.00
67	WATER TOWER CLEAN & COAT INC	Exterior cleaning 3 towers	8,400.00
68	MONTANA & ASSOCIATES INC	Khoste Records Retention Soft Subscrip	8,015.63
69	WELLS FARGO BANK ACCT ANALYSI	2016 Banking Services	7,990.71
70	CRESCENT ELECTRIC SUPPLY CO	Conduit, PVC Sch 40, 5.00, 20' length	7,820.40
71	BLUESPIRE STRATEGIC MARKETING	2016 RPU Plugged In Contract	7,800.00
72	POWER SYSTEMS ENGINEERING INC	System Wide Long Range Plan	7,347.00
73	VERIZON WIRELESS	2016 Cell & iPad Monthly Service	7,257.86
74	MIDWEST SAFETY COUNSELORS, IN	Safety Professional for Misc	7,076.04
75	CONSOLIDATED COMM ENTERPRISE	Cisco UC Phone 7945	7,064.97
76	CRW ARCHITECTURE + DESIGN GRO	A/E Services- Zumbro Hydro Roof Repairs	7,025.00
77	CHS ROCHESTER	October Fuel	7,004.01
78	STUART C IRBY CO INC	Trans, PM, 3ph, 225kVA, 13.8/8, 480/277	6,915.00
79	KATS COMPANY LLC	Water SA Service Repair-222 10th Ave SE	6,670.00
80	DLT SOLUTIONS, LLC	2017 AutoCad Autodesk (10)	6,442.74
81	STARCKE STEVEN	Customer Refunds 300000507343	6,226.68
82	WESCO DISTRIBUTION INC	PT, Outdoor 8400/120-1Bushing VOG-11HCEP	6,149.59
83	KATS COMPANY LLC	Water SA service repair - 1315 4 Ave SW	5,900.00
84	ARNOLDS SUPPLY & KLEENIT CO (	2016 SC Monthly Cleaning Services	5,887.74
85	AMER WATER WORKS ASSN	AWWA Membership Renewal 1/1 through 12/3	5,765.00
86	BADGER METER INC (P)	Meter, Bare 3" Badger Compound Round Flg	5,515.65
87	PAYMENT REMITTANCE CENTER	20-Aquatech Membranes	5,446.93
88	STUART C IRBY CO INC	Trans, PM, 1ph, 37.5kVA, 13.8/8,240/120	5,008.00
89	PITNEY BOWES PURCHASE POWER	Postage meter	5,000.00

Attachment: AP Board CRMO (6499 : A/P board listing)

ROCHESTER PUBLIC UTILITIES
A/P Board Listing By Dollar Range
For 10/13/2016 To 11/14/2016
Consolidated & Summarized Below 1,000

90			
91		Price Range Total:	1,006,623.58
92			
93	<u>1,000 to 5,000 :</u>		
94			
95	KATS COMPANY LLC	Water SA service repair - 718 8 Ave SE	4,960.00
96	VARIDESK LLC	2-Pro Plus 48"	4,950.00
97	FORBROOK LANDSCAPING SERVICES	Willow High Water Tower Landscaping	4,927.20
98	PW POWER SYSTEMS INC	Filter, Prefilter	4,597.28
99	GDS ASSOCIATES INC	Prof. Serv. for FERC filing	4,500.00
100	AFFILIATED GROUP INC	2016 Delinquent Acct Calling Services	4,337.50
101	ADVANCED DISPOSAL SVC SOLID W	2016 Waste Removal Services - SC	4,282.65
102	TWIN CITY SECURITY INC	Security Services Apr-Oct 2016	4,232.24
103	NALCO COMPANY	Nalco, 7293, Resin-Rinse (DEMIN)	4,190.13
104	NETWORKFLEET INC	2016 Monthly Charge - GPS Fleet Tracking	4,152.00
105	MASTEC NORTH AMERICA INC	Joint Trench Stonebrooke 3rd	4,085.95
106	HALLIDAY PRODUCTS INC	Vault access covers	4,040.00
107	IHEART MEDIA dba	Service Assured	4,020.00
108	MINNESOTA ENERGY RESOURCES CO	Monthly Natural Gas Billing-SLP	3,874.64
109	THE ENERGY AUTHORITY INC	MISO Transmission Charge Adjustment	3,850.82
110	VIKING ELECTRIC SUPPLY INC	2-Conduit, HDPE, 1-1/2"	3,817.20
111	KATS COMPANY LLC	Water SA service repair - 2063 46 ST NW	3,750.00
112	ALL SYSTEMS INSTALLATION dba	S2 License Renewal	3,734.21
113	UNITED RENTALS INC	Forlift from 9/16 through 10/14/2016	3,703.25
114	UNITED RENTALS INC	Forklift 10-14 through 11-11 2016	3,703.25
115	WESCO DISTRIBUTION INC	CT, Primary, 15kv 200/5, High Accuracy	3,683.66
116	BORDER STATES ELECTRIC SUPPLY	Grd Sleeve, 3ph Sect. Encl, 18 x 67 x 23	3,630.00
117	ARNOLDS SUPPLY & KLEENIT CO (	2016 Mowing Services Well Houses	3,555.00
118	OTA	Ref Escrow Acct-PO#45-48971-line 6	3,539.64
119	MASTEC NORTH AMERICA INC	Directional bore 2"-25 Ave NW & 60 St NW	3,526.37
120	McGRANN SHEA CARNIVAL STRAUGH	Service Territory	3,517.50
121	CHS ROCHESTER	October Fuel	3,342.58
122	ZIEGLER INC	Extended Service Insp Certification	3,306.00
123	GRAINGER INC	Weather Hood, Exhaust Fan	3,287.60
124	EXPRESS SERVICES INC	Seasonal staff grounds 2016	3,272.80
125	VERTEX US HOLDINGS INC	Travel for Data Migration Services	3,272.22
126	STUART C IRBY CO INC	Arrester, 10kV, Dist, Elbow MOV	3,197.50
127	MN UNCLAIMED PROPERTY DIVISIO	Unclaimed Property - 2016 CRA/Rebates	3,084.30
128	PITNEY BOWES PURCHASE POWER	Postage meter refill 9/27/16	3,025.00
129	D P C INDUSTRIES INC	2016 Chlorine, 150 lb Cyl	3,014.00
130	CORPORATE WEB SERVICES INC	Monthly ongoing develop/improvement	3,000.00
131	KATS COMPANY LLC	Water SA service repair - 4115 Windsor L	3,000.00
132	IHEART MEDIA dba	Service Assured ad spots	2,976.00
133	HAWK & SON'S INC	Crane work @ Northern hills golf course	2,975.00

Attachment: AP Board CRMO (6499 : A/P board listing)

ROCHESTER PUBLIC UTILITIES
A/P Board Listing By Dollar Range
For 10/13/2016 To 11/14/2016
Consolidated & Summarized Below 1,000

134	HAWK & SON'S INC	Crane to set poles @ Douglas Trail Sub	2,975.00
135	BORDER STATES ELECTRIC SUPPLY	Elbow, 15kV, 200A, LB, 1/0 Sol, 175-220Mil	2,886.00
136	MASTEC NORTH AMERICA INC	Directional Bore 4"	2,840.00
137	INNER TITE CORP	Meter Locking Ring, Rhino	2,827.14
138	ALTERNATIVE TECHNOLOGIES INC	oil tests	2,795.00
139	CONSOLIDATED COMM ENTERPRISE	Phone software	2,790.40
140	HALLIDAY PRODUCTS INC	Hardware for covers	2,740.00
141	AMARIL UNIFORM COMPANY	FR nomex unlined bib	2,739.00
142	BOWMANS SAFE & LOCK SHOP LTD	Door Hardware and Window Kits	2,685.69
143	MONTANA & ASSOCIATES INC	Khoste Records Retention Import	2,671.87
144	NIETZ ELECTRIC INC	Street Base Repair	2,627.00
145	NORTHWESTERN POWER EQUIPMENT	3" Pressure reducing valve	2,600.00
146	SOUTHERN STATES LLC	ZRS Cir Sw 2TQB8 Replacement	2,569.28
147	UNITED RENTALS INC	Boom - Douglas trail 9/26 through 10/24	2,559.16
148	BARR ENGINEERING COMPANY (P)	Wellhead Protection Amendment	2,554.50
149	VARIDESK LLC	Cube Corner 48	2,475.00
150	CITY OF ROCHESTER	Unemployt for temp lineworker	2,444.80
151	MIDCONTINENT ISO INC	October charges	2,420.58
152	CPMI INC	Building Expansion Consulting Services	2,415.00
153	LEGACY POWER CONVERSION	Componet Board	2,398.00
154	SYSTEM OPERATIONS SUCCESS INT	EOPS comprehensive course	2,300.00
155	HENTGES GLASS CO	Installation Labor window replacement at hydro	2,244.37
156	KRAMER MARK	Customer Refunds 300000542679	2,229.28
157	GRAYBAR ELECTRIC COMPANY INC	Transfer switch and panel	2,171.59
158	BADGER METER INC (P)	HRE Badger M-120 100W Itron ERT Integral	2,163.00
159	AMARIL UNIFORM COMPANY	FR two-tone hooded zip front sweatshirt	2,148.00
160	STEVE BENNING ELECTRIC	Install new transfer switch Wellhouse 27	2,103.57
161	JOHN HENRY FOSTER MN INC	Oil, QuinSyn, 5 Gal. Container	2,060.34
162	BADGER METER INC (P)	Strainer, Bronze Plate. 2" Round Flange	2,008.50
163	MINNESOTA ENERGY RESOURCES CO	Monthly Natural Gas Billing-CC	1,951.93
164	BORDER STATES ELECTRIC SUPPLY	Lock, Trans. Security	1,891.69
165	DOBLE ENGINEERING COMPANY	F6150 calibration	1,879.00
166	CDW GOVERNMENT INC	2017 Avocent Maintenance	1,753.67
167	VIKING ELECTRIC SUPPLY INC	Conduit, PVC Sch 40, 5.00, 20' length	1,681.96
168	CRESCENT ELECTRIC SUPPLY CO	Conduit, PVC Sch 40, 5.00, 10' length	1,675.80
169	UNITED RENTALS INC	Mini Excavator 10/10 through 11/07 2016	1,659.11
170	ARNOLDS SUPPLY & KLEENIT CO (	2016 SC Alternates and Hydro	1,656.56
171	ZIEGLER INC	1 year warranty caterpillar part generator	1,650.00
172	BORDER STATES ELECTRIC SUPPLY	Meter, FM12S CL200 MRV 2-Way	1,642.24
173	STUART C IRBY CO INC	Switch, Air, 2 Arm, 1ph, 600A, NLB	1,634.50
174	LEGACY POWER CONVERSION	Batteris for Component Board	1,629.50
175	ARNOLDS SUPPLY & KLEENIT CO (	2016 Mowing Services Substations	1,625.57
176	D P C INDUSTRIES INC	2016 Hydrofluorosilicic Acid - Delivered	1,566.59
177	STUART C IRBY CO INC	Pedestal Cover, Box Style, FG	1,560.00
178	LEAGUE OF MN CITIES INS TRUST	Claim#-LMC GL 000000019892-Jeff Kranz	1,530.18

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ROCHESTER PUBLIC UTILITIES
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179	STEVE BENNING ELECTRIC	Labor new transfer switch and re-wiring	1,520.00
180	FORBROOK LANDSCAPING SERVICES	Crab trees, mulch, install-Allen Bakke	1,513.82
181	NALCO COMPANY	Nalco, 22300.15 Blr. Chemical Polymer	1,512.80
182	K A A L TV LLC	Service Assured ad spots	1,500.00
183	CLEMENTS CHEVROLET CADILLAC S	Flying debris caused damage to vehicle	1,499.06
184	AMARIL UNIFORM COMPANY	FR soft shell jacket	1,495.00
185	ADVANTAGE DIST LLC (P)	Hydraulic oil	1,487.97
186	MASTEC NORTH AMERICA INC	Remove ped in sidewalk & restore /	1,456.43
187	RESCO	Junction, LB, 200A, 4 Pos, w/Strap	1,452.48
188	NALCO COMPANY	Sur-Gard 1700 Oxygen Scavenger DEMIN/SLP	1,448.34
189	PRAIRIE EQUIPMENT CO LLC	Invertor	1,444.00
190	CONSOLIDATED COMMUNICATIONS d	2014-2017 Collocation Agreement	1,442.50
191	GOODIN COMPANY	Bronze Swivel Connection, .750, 3/4	1,436.76
192	SAFETY SIGNS LLC	Safety barriers at ZRS	1,431.27
193	MN PIPE & EQUIPMENT	Bell Joint Leak Clamp/Gskt, 24.0	1,400.00
194	BADGER METER INC (P)	Strainer, Bronze Plate. 3" Round Flange	1,390.50
195	ASPLUNDH TREE EXPERT CO INC (	803D Line Clearance~	1,385.49
196	STUART C IRBY CO INC	Pedestal Base, Secondary, FG, w/o Cover	1,380.00
197	RESCO	Junction, LB, 200A, 4 Pos, w/Strap	1,378.80
198	SAFETY SIGNS LLC	Safety barriers at Mayo Sub	1,359.45
199	D P C INDUSTRIES INC	2016 Carus 8500 Aqua Mag F35	1,328.60
200	OSI-OPEN SYSTEMS INTERNATIONA	License support	1,323.11
201	DAKOTA SUPPLY GROUP	Conduit, HDPE, 1.25, Empty, Orange	1,320.00
202	BORDER STATES ELECTRIC SUPPLY	Grnd Crp Tap, 3/0-250 To 3/0-250	1,290.00
203	INNER TITE CORP	Meter, Jiffy Lock Side Mount	1,289.99
204	PREMIER SECURITY INC.	Security Services Douglas Trail Sub	1,282.50
205	CITY OF ROCHESTER	W/C Admin Fees-Sept 2016	1,282.00
206	CONSOLIDATED COMMUNICATIONS d	2014-2017 Monthly Data Services	1,262.73
207	LEGACY POWER CONVERSION	Service Call for Component board	1,229.06
208	U S A SAFETY SUPPLY	Vest, FR, Mesh, Lime, XL	1,226.40
209	AMARIL UNIFORM COMPANY	FR nomex unlined bib	1,195.20
210	ASPLUNDH TREE EXPERT CO INC (	904C Line Clearance~	1,148.22
211	KRANZ JEFFREY A	Travel, Doble Conf, Long Beach CA, Lodgi	1,146.20
212	MASTEC NORTH AMERICA INC	Directional Bore	1,125.00
213	GOPHER STATE ONE CALL	location calls - Electric	1,104.98
214	GOPHER STATE ONE CALL	location calls - Water	1,104.97
215	STUART C IRBY CO INC	Wire, Tracer, Orange, #12, CCS	1,100.00
216	STEVE BENNING ELECTRIC	Wiring New meg meter & elec valves site	1,098.20
217	LEGACY POWER CONVERSION	AC line board	1,087.00
218	ONLINE INFORMATION SERVICES I	2016 Utility Exchange Report	1,086.90
219	POST BULLETIN CO	Rate increase notification	1,081.80
220	BADGER METER INC (P)	HRE Badger M-170 100W Itron ERT Integral	1,081.50
221	AFFILIATED CREDIT SERVICES IN	2016 Third Party Collections	1,081.01
222	REINDERS INC	2016 Landscaping Supplies	1,077.75
223	MCMASTER CARR SUPPLY COMPANY	Alum pipe / SS set screws// TN	1,075.85

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224	STURM DANNY K	Travel, ITRON Conf, Orlando, FL, Lodging	1,075.52
225	SCHEEL LAWRENCE	Travel,ITRON Conf, Orlando FL, Lodging	1,075.52
226	KRONEBUSCH JESSICA	Travel,ITRON Conf, Orlando FL, Lodging	1,075.52
227	ON SITE SANITATION INC	Toilet Rental Services	1,070.89
228	STUART C IRBY CO INC	Vault, Fiber Optic, w/Cover 24"x36"x30"	1,070.00
229	ARNOLDS SUPPLY & KLEENIT CO (	2016 SLP Alternates	1,068.75
230	DLT SOLUTIONS, LLC	2017 AutoCad Civil 3D (1)	1,042.06
231	ROCHESTER ARMORED CAR CO INC	2016 Pick Up Services	1,041.89
232	LINOMA SOFTWARE	2017 GoAnywhere Software Maintanance	1,038.40
233	PAYMENT REMITTANCE CENTER	APPA Conf, Registration, S Humphrey	1,020.00
234	SHORT ELLIOTT HENDRICKSON INC	Sprint 2.5 CCM Standpipe Ant Site Rvw~	1,003.91
235	TOKAY SOFTWARE	Backflow Prev Mgmt Software Support	1,000.00
236			
237		Price Range Total:	316,289.96
238			

0 to 1,000 :

241	EXPRESS SERVICES INC	Summarized transactions: 24	17,037.16
242	PAYMENT REMITTANCE CENTER	Summarized transactions: 79	15,226.42
243	AMARIL UNIFORM COMPANY	Summarized transactions: 75	10,795.76
244	STUART C IRBY CO INC	Summarized transactions: 41	9,305.49
245	REBATES	Summarized transactions: 45	7,946.27
246	VIKING ELECTRIC SUPPLY INC	Summarized transactions: 60	6,262.96
247	BORDER STATES ELECTRIC SUPPLY	Summarized transactions: 26	5,291.76
248	MN PIPE & EQUIPMENT	Summarized transactions: 26	4,661.83
249	INNOVATIVE OFFICE SOLUTIONS L	Summarized transactions: 75	4,357.20
250	CINTAS CORP	Summarized transactions: 112	4,118.29
251	CRESCENT ELECTRIC SUPPLY CO	Summarized transactions: 22	3,948.33
252	ASPLUNDH TREE EXPERT CO INC (	Summarized transactions: 8	3,927.01
253	ARNOLDS SUPPLY & KLEENIT CO (	Summarized transactions: 10	3,685.15
254	CITY OF ROCHESTER	Summarized transactions: 14	3,549.76
255	VARIDESK LLC	Summarized transactions: 15	3,348.00
256	Customer Refunds (CIS)	Summarized transactions: 115	2,850.73
257	WESCO DISTRIBUTION INC	Summarized transactions: 9	2,576.48
258	METRO SALES INC	Summarized transactions: 5	2,455.41
259	U S A SAFETY SUPPLY	Summarized transactions: 30	2,400.47
260	POMPS TIRE SERVICE INC	Summarized transactions: 6	2,255.23
261	GRAYBAR ELECTRIC COMPANY INC	Summarized transactions: 13	1,899.66
262	RESCO	Summarized transactions: 6	1,879.86
263	OPEN ACCESS TECHNOLOGY	Summarized transactions: 2	1,812.10
264	SCHLINK WALTER	Summarized transactions: 11	1,807.76
265	JACKSON SIDNEY	Summarized transactions: 12	1,681.53
266	SANDERS GREG	Summarized transactions: 5	1,577.59
267	MOORE RYAN	Summarized transactions: 5	1,420.27

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268	SAFETY SIGNS LLC	Summarized transactions: 2	1,406.91
269	GARCIA GRAPHICS INC	Summarized transactions: 11	1,398.95
270	ADVANCED DISPOSAL SVC SOLID W	Summarized transactions: 2	1,280.43
271	HALLIDAY PRODUCTS INC	Summarized transactions: 3	1,273.19
272	ESS BROTHERS AND SONS INC	Summarized transactions: 4	1,261.13
273	GRAINGER INC	Summarized transactions: 15	1,247.82
274	CENTURYLINK	Summarized transactions: 5	1,237.32
275	KRANZ JEFFREY A	Summarized transactions: 3	1,211.99
276	MASTEC NORTH AMERICA INC	Summarized transactions: 4	1,187.50
277	DZUBAY TONY	Summarized transactions: 6	1,166.50
278	ADKINS TERRY L	Summarized transactions: 5	1,105.67
279	VIKING AUTOMATIC SPRINKLER IN	Summarized transactions: 2	1,100.00
280	MN PIPE & EQUIPMENT	Summarized transactions: 2	1,058.06
281	CLAREY'S SAFETY EQUIPMENT dba	Summarized transactions: 6	1,034.54
282	DELL MARKETING LP	Summarized transactions: 4	1,031.52
283	FCX PERFORMANCE INC	Summarized transactions: 6	1,016.05
284	ROBERTSON GORDON	Summarized transactions: 3	1,010.59
285	LAWSON PRODUCTS INC (P)	Summarized transactions: 5	1,008.22
286	CDW GOVERNMENT INC	Summarized transactions: 11	993.76
287	SMS SYSTEMS MAINTENANCE SERVI	Summarized transactions: 2	986.68
288	NAPA AUTO PARTS (P)	Summarized transactions: 26	972.12
289	KRUSE LUMBER	Summarized transactions: 2	964.91
290	SUTTON JEREMY	Summarized transactions: 3	958.52
291	FASTENAL COMPANY	Summarized transactions: 21	951.71
292	SPECTRUM REACH	Summarized transactions: 1	900.00
293	MIDWEST SAFETY COUNSELORS, IN	Summarized transactions: 1	896.25
294	U S POSTMASTER	Summarized transactions: 2	885.00
295	SHORT ELLIOTT HENDRICKSON INC	Summarized transactions: 1	881.32
296	NETWORK SERVICES COMPANY	Summarized transactions: 3	869.70
297	AUTHORIZE.NET	Summarized transactions: 1	845.80
298	FIRST SUPPLY (P)	Summarized transactions: 2	824.02
299	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 4	818.89
300	BADGER METER INC (P)	Summarized transactions: 3	780.46
301	ERC WIPING PRODUCTS INC	Summarized transactions: 2	769.29
302	ROCH PLUMBING & HEATING CO IN	Summarized transactions: 2	758.58
303	HALO BRANDED SOLUTIONS	Summarized transactions: 2	756.13
304	BOBCAT OF ROCHESTER	Summarized transactions: 2	749.41
305	EAGLE EYE POWER SOLUTIONS LLC	Summarized transactions: 3	746.00
306	U S A SAFETY SUPPLY	Summarized transactions: 3	727.37
307	SAF-T-FLO INDUSTRIES INC (P)	Summarized transactions: 4	720.24
308	THOMAS TOOL & SUPPLY INC	Summarized transactions: 2	713.08
309	ASSISI HEIGHTS SPIRITUALITY CEN	Summarized transactions: 2	712.76
310	DAKOTA SUPPLY GROUP	Summarized transactions: 7	708.70
311	ROCH SAND & GRAVEL INC	Summarized transactions: 1	706.25
312	ALDEN POOL & MUNICIPAL SUPPLY	Summarized transactions: 3	705.40

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313	MERIT CONTRACTING INC (P)	Summarized transactions: 2	698.00
314	GLOBAL EQUIPMENT COMPANY	Summarized transactions: 3	682.39
315	RONCO ENGINEERING SALES INC	Summarized transactions: 4	661.50
316	HALL NICK	Summarized transactions: 3	655.41
317	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 4	651.74
318	CINTAS CORP	Summarized transactions: 4	646.43
319	DLT SOLUTIONS, LLC	Summarized transactions: 1	639.71
320	HACH COMPANY	Summarized transactions: 2	628.71
321	HOGAN PETER	Summarized transactions: 4	622.55
322	BARRY SCREEN PRINT CO dba	Summarized transactions: 12	609.71
323	SOMA CONSTRUCTION INC	Summarized transactions: 1	609.42
324	LEGACY POWER CONVERSION	Summarized transactions: 6	608.13
325	NORTHWESTERN POWER EQUIPMENT	Summarized transactions: 2	606.25
326	SCHUMACHER ELEVATOR COMPANY	Summarized transactions: 1	600.00
327	WUMS APDA	Summarized transactions: 2	600.00
328	HENTGES GLASS CO	Summarized transactions: 3	566.12
329	DAVIES PRINTING COMPANY INC	Summarized transactions: 2	558.34
330	QUANDT JARED	Summarized transactions: 2	547.11
331	ALL SYSTEMS INSTALLATION dba	Summarized transactions: 1	543.00
332	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 7	540.48
333	FEDEX	Summarized transactions: 8	529.20
334	MSC INDUSTRIAL SUPPLY CO INC	Summarized transactions: 4	515.84
335	MENARDS ROCHESTER NORTH	Summarized transactions: 7	514.67
336	STURM DANNY K	Summarized transactions: 6	502.54
337	OTA	Summarized transactions: 1	500.00
338	SCHAD TRACY SIGNS INC	Summarized transactions: 1	480.94
339	BREMER PATRICIA	Summarized transactions: 4	479.52
340	PEOPLES ENERGY COOPERATIVE	Summarized transactions: 2	470.71
341	MR ROOTER PLUMBING OF THE TWI	Summarized transactions: 1	469.13
342	JOHN HENRY FOSTER MN INC	Summarized transactions: 3	465.67
343	ZEE MEDICAL SERVICE INC (P)	Summarized transactions: 3	458.50
344	MONSON STEVE	Summarized transactions: 3	446.64
345	ITRON INC	Summarized transactions: 1	445.32
346	HY VEE	Summarized transactions: 2	441.58
347	STEVE BENNING ELECTRIC	Summarized transactions: 3	440.00
348	KELLER TOM A JR	Summarized transactions: 3	436.56
349	HAWKINS INC	Summarized transactions: 3	436.30
350	HEIMER WILLIAM T	Summarized transactions: 3	435.80
351	OLM COUNTY PROPERTY RECORDS	Summarized transactions: 5	434.00
352	DAKOTA SUPPLY GROUP	Summarized transactions: 3	424.79
353	MENARDS ROCHESTER NORTH	Summarized transactions: 9	416.99
354	SCHEEL LAWRENCE	Summarized transactions: 3	412.50
355	ACTON MOBILE dba	Summarized transactions: 2	407.83
356	ZIEGLER INC	Summarized transactions: 1	395.06
357	WRIGHTS SMALL ENGINE SERVICE	Summarized transactions: 8	389.56

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358	CITY OF ROCHESTER	Summarized transactions: 1	386.00
359	KRONEBUSCH JESSICA	Summarized transactions: 4	385.90
360	A T & T	Summarized transactions: 1	361.95
361	AIRCRAFT DYNAMICS CORP	Summarized transactions: 2	355.11
362	SARGENTS LANDSCAPE NURSERY IN	Summarized transactions: 5	351.58
363	KYLLO TODD	Summarized transactions: 2	342.54
364	UNITED RENTALS INC	Summarized transactions: 2	342.00
365	COOKE ROBERT	Summarized transactions: 2	333.18
366	CENTURYLINK	Summarized transactions: 1	325.95
367	CULLIGAN OF ROCHESTER INC	Summarized transactions: 6	321.95
368	OLSEN CHAIN & CABLE CO INC	Summarized transactions: 6	320.90
369	MILESTONE MATERIALS	Summarized transactions: 1	318.63
370	WARNING LITES OF MN INC	Summarized transactions: 2	313.36
371	NYHUS STEVE	Summarized transactions: 3	309.00
372	TMS JOHNSON INC	Summarized transactions: 1	305.00
373	DUANE MATHIAS	Summarized transactions: 1	300.00
374	CENTER FOR ENERGY AND ENVIRON	Summarized transactions: 1	298.18
375	LANGUAGE LINE SERVICES INC	Summarized transactions: 1	298.10
376	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 8	292.95
377	SNAP ON INDUSTRIAL	Summarized transactions: 1	289.43
378	JOHNSON PRINTING CO INC	Summarized transactions: 3	285.36
379	LINOMA SOFTWARE	Summarized transactions: 1	277.45
380	CDW GOVERNMENT INC (P)	Summarized transactions: 6	274.82
381	BENSON ANTHONY	Summarized transactions: 2	270.96
382	TOKAY SOFTWARE	Summarized transactions: 1	267.19
383	MCMASTER CARR SUPPLY COMPANY	Summarized transactions: 13	263.16
384	HUMPHREY STEPHANIE	Summarized transactions: 1	256.50
385	MN DEPT OF HEALTH - WELL MGMT	Summarized transactions: 1	250.00
386	FIRST CLASS PLUMBING & HEATIN	Summarized transactions: 2	248.55
387	OLM COUNTY PUBLIC WORKS DEPT	Summarized transactions: 1	243.91
388	RONCO ENGINEERING SALES INC	Summarized transactions: 3	243.14
389	KOTSCHAVAR MARK	Summarized transactions: 3	231.00
390	SUPERIOR COMPANIES OF MINNESO	Summarized transactions: 1	220.00
391	NU-TELECOM dba	Summarized transactions: 1	209.52
392	HEROLD FLAGS	Summarized transactions: 1	205.20
393	FASTENAL COMPANY	Summarized transactions: 7	201.65
394	SOLAR CONNECTION INC	Summarized transactions: 1	200.00
395	CHS ROCHESTER	Summarized transactions: 4	194.86
396	REINDERS INC	Summarized transactions: 2	194.45
397	PAYMENT REMITTANCE CENTER	Summarized transactions: 2	193.23
398	CONSOLIDATED COMM ENTERPRISE	Summarized transactions: 2	187.03
399	TOTAL TOOL SUPPLY INC (P)	Summarized transactions: 3	186.95
400	PW POWER SYSTEMS INC	Summarized transactions: 1	178.41
401	MEGGER (P)	Summarized transactions: 2	172.85
402	STEVE BENNING ELECTRIC	Summarized transactions: 1	170.00

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403	BLUESPIRE STRATEGIC MARKETING	Summarized transactions: 1	169.02
404	OSI-OPEN SYSTEMS INTERNATIONA	Summarized transactions: 1	165.98
405	GARCIA GRAPHICS INC	Summarized transactions: 2	163.36
406	INNER TITE CORP	Summarized transactions: 4	152.32
407	FRANZ REPROGRAPHICS INC	Summarized transactions: 3	147.16
408	G A ERNST & ASSOCIATES INC	Summarized transactions: 1	141.00
409	CORPORATE WEB SERVICES INC	Summarized transactions: 1	135.00
410	BOLTON AND MENK (P)	Summarized transactions: 1	135.00
411	MN DEPT OF LABOR & INDUSTRY	Summarized transactions: 3	130.00
412	USA BLUE BOOK DBA	Summarized transactions: 2	129.55
413	CONNEY SAFETY PRODUCTS LLC	Summarized transactions: 2	121.34
414	VANCO SERVICES LLC	Summarized transactions: 1	118.62
415	ARROW ACE HARDWARE-ST PETER	Summarized transactions: 4	106.85
416	GREAT RIVER ENERGY	Summarized transactions: 1	106.43
417	AMAZON.COM	Summarized transactions: 3	103.12
418	COOK STEVEN J	Summarized transactions: 1	100.72
419	McGRANN SHEA CARNIVAL STRAUGH	Summarized transactions: 1	100.50
420	OSWEILER TODD	Summarized transactions: 1	100.44
421	FORBROOK LANDSCAPING SERVICES	Summarized transactions: 1	100.00
422	REBATES	Summarized transactions: 4	100.00
423	VERIZON WIRELESS	Summarized transactions: 1	95.05
424	AFFILIATED CREDIT SERVICES IN	Summarized transactions: 1	94.52
425	ARNOLDS SUPPLY & KLEENIT CO (	Summarized transactions: 1	90.00
426	SLEEPY EYE TELEPHONE CO	Summarized transactions: 1	84.76
427	TOKAY SOFTWARE	Summarized transactions: 1	81.00
428	LUHMANN ABE	Summarized transactions: 3	80.76
429	POWER PROCESS EQUIPMENT INC (	Summarized transactions: 2	75.93
430	ARBOR DAY FOUNDATION	Summarized transactions: 1	75.00
431	DEFRANG DANIEL	Summarized transactions: 1	75.00
432	COBB RONALD	Summarized transactions: 1	75.00
433	MENARDS ROCHESTER SOUTH	Summarized transactions: 4	73.58
434	MENARDS ROCHESTER SOUTH	Summarized transactions: 3	71.24
435	NALCO COMPANY	Summarized transactions: 2	70.20
436	PAULS LOCK & KEY SHOP INC	Summarized transactions: 1	70.00
437	VERIFIED CREDENTIALS INC	Summarized transactions: 1	69.00
438	HATHAWAY TREE SERVICE INC	Summarized transactions: 1	60.00
439	U S BANK	Summarized transactions: 1	59.25
440	POWER DYNAMICS INC	Summarized transactions: 6	58.73
441	POSSABILITIES OF SOUTHERN MN	Summarized transactions: 1	57.00
442	C & N UPHOLSTERY	Summarized transactions: 1	55.00
443	INGRAM PRODUCTS INC	Summarized transactions: 3	54.40
444	MN UNCLAIMED PROPERTY DIVISIO	Summarized transactions: 1	52.97
445	FIRST SUPPLY (P)	Summarized transactions: 1	50.45
446	ALLIED PRODUCTS CORPORATION	Summarized transactions: 1	50.18
447	MINOGUE PETER	Summarized transactions: 1	48.00

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448	NORTHERN / BLUETARP FINANCIAL	Summarized transactions: 1	42.37
449	IDVILLE dba (P)	Summarized transactions: 3	40.99
450	BOWMANS SAFE & LOCK SHOP LTD	Summarized transactions: 1	39.54
451	OLM COUNTY CENTRAL FINANCE	Summarized transactions: 1	36.75
452	CARQUEST AUTO PARTS	Summarized transactions: 4	35.21
453	CLEMENTS CHEVROLET CADILLAC S	Summarized transactions: 1	35.11
454	PAULS LOCK & KEY SHOP INC	Summarized transactions: 2	34.94
455	A T & T MOBILITY	Summarized transactions: 1	29.70
456	ANDERTON RANDY	Summarized transactions: 1	26.00
457	MINNESOTA ENERGY RESOURCES CO	Summarized transactions: 1	25.30
458	MISSISSIPPI WELDERS SUPPLY CO	Summarized transactions: 1	25.08
459	DOBLE ENGINEERING COMPANY	Summarized transactions: 1	25.00
460	GOODIN COMPANY	Summarized transactions: 1	23.78
461	EO JOHNSON CO INC	Summarized transactions: 1	23.75
462	K & S HEATING & AIR COND INC	Summarized transactions: 1	21.40
463	STATE OF MINNESOTA	Summarized transactions: 1	20.00
464	DOUBLETREE HOTEL - BGDS HOTEL	Summarized transactions: 1	20.00
465	PRAIRIE EQUIPMENT CO LLC	Summarized transactions: 1	18.34
466	LARSON DRU	Summarized transactions: 1	15.00
467	ROCH HUMAN RESOURCES ASSOCIAT	Summarized transactions: 1	10.00
468	T E C INDUSTRIAL INC	Summarized transactions: 1	4.60
469	ARROW ACE HARDWARE-ST PETER	Summarized transactions: 1	3.99
470			
471		Price Range Total:	212,030.05
472			
473		Grand Total:	17,422,959.52

Attachment: AP Board CRMO (6499 : A/P board listing)

FOR BOARD ACTION

Agenda Item # (ID # 6495)

Meeting Date: 11/29/2016

SUBJECT: IBEW, Local 949 (Clerical) 2017-2019 Collective Bargaining Agreement

PREPARED BY: Linda Hillenbrand

ITEM DESCRIPTION:

The attached document contains the recommended changes to the Collective Bargaining Agreement between the City of Rochester (Rochester Public Utilities) and the International Brotherhood of Electrical Workers (IBEW), Local 949 (Clerical), for 2017-2019.

The Personnel Advisory Committee has reviewed and supports this recommendation.

UTILITY BOARD ACTION REQUESTED:

Recommend the Council approves a resolution authorizing the Mayor and the City Clerk to execute the respective 2017-2019 Collective Bargaining Agreement between the City of Rochester (Rochester Public Utilities) and IBEW, Local 949 (Clerical), as presented.

RCA ATTACHMENT 2017-2019 IBEW, LOCAL 949 (CLERICAL) CBA

DECEMBER 05, 2016

1. Article 8, Term of Agreement, amended to reflect a three-year agreement for 2017-19.
2. Article 18, Unused Sick Leave, modified the paragraph regarding employees hired on or after January 1, 2013 to provide better clarification (not an optional benefit) regarding conversion requirement; modified the last paragraph for clarification purposes:

***For employees hired on or after January 1, 2013:** All employees who have accrued ten (10) or more continuous years of full-time or regular part-time service with the City, except those who are discharged for cause, shall ~~be eligible to~~ convert forty percent (40%) of the employee's first twelve hundred (1200) hours of accumulated but unused sick leave balance upon separation of employment. This amount shall be deposited into an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) and calculated at the employee's regular rate of pay at time of separation.*

In case of permanent disability, as determined by PERA, of an active employee with ten continuous years of full-time regular or part-time service with the City, ~~as determined by PERA~~, an amount equal to one hundred percent (100%) of the unused sick leave will be deposited in a MSRS Health Care Savings Plan for the use of the employee as governed by MSRS rules. In case of the death of an active employee who has a dependent(s), an amount equal to one hundred percent (100%) of the unused sick leave balance will be paid in cash (less required State and Federal withholdings) to the dependent(s).

3. Appendix A and C, deleted customer relations clerk (Grade 2), added safety technician (Grade 4) and lead device management technician (Grade 4) classifications.
4. Appendix B, removed obsolete dates:

<u>Basic Medical Plan Tier</u>	<u>City's Monthly Cost</u> <u>Effective January 1, 2015</u>	<u>City's Monthly Cost</u> <u>Effective January 1, 2016</u>
Employee Only	93.0%	92.0%
Employee + Spouse	89.5%	88.5%
Employee + Child(ren)	89.5%	88.5%
Family	89.5%	88.5%
<u>High-Deductible Medical Plan</u>		
Employee Only	93.0%	92.0%
Employee + Spouse	89.5%	88.5%
Employee + Child(ren)	89.5%	88.5%
Family	89.5%	88.5%

~~Effective January 1, 2015, The City shall contribute the following amounts to a Health Savings Account for all full-time, benefit-eligible employees selecting the High-Deductible Health Plan coverage.....~~

5. Appendix C, modified the wage grid to show an increase in wages (first full pay period in January) of 2.75% for 2017, 3.0% for 2018, and 2.75% for 2019.

9. Eliminated the SLP Decommissioning/Health Care Savings Plan MOU which expired December 31, 2015.
10. Renewed the Limited Appointment Position MOU for the term of this contract (2017-2019).



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the 2017-2019 Collective Bargaining Agreement with the IBEW, Local 949 (Clerical), with the changes as noted on the attached document, and that the Common Council authorize the Mayor and the City Clerk to execute the agreement.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 29th day of November, 2016.

President

Secretary

FOR BOARD ACTION

Agenda Item # (ID # 6453)

Meeting Date: 11/29/2016

SUBJECT: New Cingular Wireless (AT&T) Site Lease Agreement

PREPARED BY: Mona Hoelt

ITEM DESCRIPTION:

Staff has been progressing towards upgrading wireless communication tenants to new lease terms and New Cingular Wireless PCS (AT&T) is the last major carrier to agree to the new terms and resulting rent increases for their five sites. New Cingular Wireless PCS has submitted modification requests for all five of their sites prompting the execution of this new lease effective January 1, 2017 with an initial lease term of five years with three additional five year renewal terms.

The new lease accomplishes the following:

- 1) Upgrades the listing of equipment allowed to be installed at each location.
- 2) Simplifies lease management utilizing similar language throughout all carriers.
- 3) Allows for consistent notification requirements.
- 4) Includes a 4% annual adjustment factor.
- 5) Outlines a site access procedure.
- 6) Allows RPU to disapprove upgrades if any other antenna agreements are in default.
- 7) Allows for RPU to utilize an escrow account so tenants pay in advance for all costs associated with review and approval of their construction/modification plans.
- 8) Updates language and provisions which are more reflective of the market.
- 9) Includes an annual rent of \$40,460 for each site.

RPU currently manages wireless communication leases on 15 sites with 7 carriers resulting in a total of 32 leases.

There are just a couple minor terms left to negotiate and to prevent any further delay, given the effective date, staff is asking the board authorize the City Attorney and General Manager the ability to approve the final version.

UTILITY BOARD ACTION REQUESTED:

Staff recommends the Board approve a resolution authorizing the Mayor and City Clerk to execute leases with New Cingular Wireless PCS, subject to the General Manager and City

FOR BOARD ACTION

Agenda Item # (ID # 6453)

Meeting Date: 11/29/2016

Attorney approval of the final version of the lease. This action also allows the General Manager and City Attorney to approve any other attendant or subsequent agreements consistent with the lease agreement.

RPU Contract #:

RPU Site ID: #

Tenant Site ID:

AMENDED AND RESTATED LEASE AGREEMENT

This Amended and Restated Lease Agreement (“Lease”) is entered into this ___ day of _____, 2016 between the **CITY OF ROCHESTER**, a Minnesota municipal corporation, acting through its Public Utility Board (“Landlord”), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company (“Tenant”).

Recitals

WHEREAS, the Landlord is the owner of the real property (the “Property”) located at _____, Rochester, Minnesota 55902, and the water tower located thereon (the “Structure”), commonly known as the _____ Water Tower, and the Property is legally described in Exhibit “A”, *Legal Description*, attached hereto and incorporated herein; and

WHEREAS, Landlord and Tenant entered into a Site Agreement dated July 14, 2000 (“Original Lease”), as amended on November 18, 2003 and June 12, 2013, which Second Amendment, known as Contract Number 13-37-W expires by its terms on December 31, 2018; and

WHEREAS, in lieu of extending the Original Lease, Landlord and Tenant agree to amend and restate the Original Lease in its entirety for the continued use of the Leased Premises (as defined below).

NOW, THEREFORE, the parties agree to amend and restate the Original Lease in its entirety as follows:

1. Leased Premises.

- (a) Landlord hereby leases to Tenant certain space located on the Property and the Structure (collectively, the “Leased Premises”) consisting of the following:
- (1) ground space comprised of approximately ___ square feet (12’ x 28’), subject to any and all existing easements (the “Ground Space”);
 - (2) Structure exterior space for attachment of antennas at alpha, beta & gamma sectors at 123’ AGL (the “Antenna Space”);
 - (3) space required for cable runs to connect equipment and antennas;
 - (4) non-exclusive easements required to run utility lines and cables (the “Utility Easement”); and
 - (5) a non-exclusive easement across the Property for reasonable access (the “Access Easement”).
- (b) No other space or property interests are being leased to Tenant except as described above and as described on Exhibit “A”, *Legal Description*.

2. Terms/Renewals.

- (a) The initial term of this Lease shall commence on January 1, 2017 (the “Commencement Date”), and shall expire December 31, 2021(“Initial Term”).
- (b) Tenant shall have the right to extend this Lease for three (3) additional five (5) year terms (each a “Renewal Term”) subject to (c) below.
- (c) This Lease shall automatically renew for each successive Renewal Term unless Tenant is in default beyond applicable notice and cure periods of any of the terms or conditions of this Lease, or unless Tenant or Landlord provides written notice of its intention not to renew at least ninety (90) days before the expiration of the Initial Term or any Renewal Term.
- (d) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Lease at least six (6) months prior to the expiration of the final Renewal Term, or (ii) the Lease is terminated as otherwise permitted by this Lease prior to the end of the final Renewal Term, then upon the expiration of the final Renewal Term this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. The Initial Term, Renewal Terms and Annual Terms, if any, are hereinafter collectively referred to as the Term.

3. Rent.

- (a) Tenant shall make all payments of rent to Landlord to the address as listed in Section 17.
- (b) Tenant shall pay rent annually in advance, as indicated in the payment schedule below:
 - (1) Tenant shall pay Landlord, as rent, the sum of \$40,460 after applying 4% 1-1-17 per year based upon Tenant’s approved antenna facilities (the “Antenna Facilities”) identified in Exhibit “B,” *Construction Drawings*, attached hereto and incorporated herein.
 - (2) The rent due hereunder shall be paid on or before the fifth (5th) day of January of each succeeding year.
 - (3) Late fees shall be as determined by Landlord’s Board approved policy at the time of the delinquency, provided that such policy is provided to Tenant in writing, in advance.
 - (4) Tenant shall not install, and/or operate any additional antennas or related equipment ~~on the Structure~~ beyond those Antenna Facilities identified in Exhibit “B,” *Construction Drawings*, without the prior written consent of Landlord, such consent not to be withheld, conditioned or delayed without cause. Such additional equipment may require an amendment to the Lease and increase in rent, as may be reasonably determined by Landlord. Notwithstanding, Tenant has the right to perform routine maintenance and repairs upon notice to Landlord as indicated by Exhibit “C,” *Site Access Procedure*, attached hereto and incorporated herein.

- (5) Landlord shall invoice Tenant for any and all charges payable hereunder (such as late fees or interest, after-hours entry fees or other expenses incurred) within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to rent, which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Lease.
- (6) Commencing January 1, 2017, and on January 1st of each subsequent year, the rent shall be increased annually by four percent (4%).

4. Use of Leased Premises.

(a) Primary Use of Property

The primary use and purpose of the Property, including the Leased Premises, is for a water storage structure and appurtenances to provide water service to customers of the Landlord ("Primary Use"). Landlord's operations in connection with pursuit of the Primary Use ("Landlord's Operations") take priority over Tenant's operations.

(b) User priority

Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference, emergency public safety needs, Structure repair or reconditioning, or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

- (1) Landlord's Operations;
- (2) Public safety agencies, including law enforcement, fire, and ambulance services, that are not related to Landlord;
- (3) Pre-existing Tenants (a "Pre-existing Tenant" is defined as a tenant that installed its equipment prior to the installation of Tenant's equipment under the Original Lease);
- (4) Tenant.

(c) Jeopardy of Primary Use

- (1) In the event that the Landlord's Primary Use of the Structure is put at risk solely because of Tenant's operations ("Jeopardy"), it shall become the immediate and affirmative duty of the Tenant to diligently pursue a cure of the occurrence that causes the Jeopardy.
- (2) The parties agree that such an occurrence caused by Tenant's use or operation of Tenant's Antenna Facilities warrants an emergency response whereby the Landlord shall provide notice verbally by telephone to the following:

Tenant's Emergency Responder:
Telephone Number: 605-360-0055

Tenant has the right to change the numbers from time to time by providing notice to the Landlord.

- (3) Tenant shall send a qualified technician or representative to the Leased Premises within twenty-four (24) hours from the time that the notice of Jeopardy is provided by Landlord. The required twenty-four (24) hour emergency response time under these circumstances is applicable 24 hours a day, 7 days a week. The qualified technician or representative shall be capable of assessing the situation and eliciting the necessary response, including any repairs, alterations or modifications to Tenant's antennas, towers or ground equipment.
- (4) If such Jeopardy cannot be cured within twenty-four (24) hours after the notice was received, the Tenant shall immediately cease operation of the Antenna Facilities or the use of the specific equipment causing such Jeopardy until such Jeopardy is cured to the reasonable satisfaction of Landlord.
- (5) In the event of Jeopardy that poses an immediate threat of substantial harm or damage to the water supply, to persons, and/or property on the Property, as solely determined by Landlord ("Severe Jeopardy"), Landlord may enter the Leased Premises, **with the exception of Tenant's Ground Space**, and take actions it determines are required to protect the water, individuals or personal property from such Severe Jeopardy; provided that promptly after such emergency entry onto the Leased Premises, and in no event later than twenty-four (24) hours after such entry, Landlord shall give written notice to Tenant of Landlord's emergency entrance and the specific action taken by the Landlord at the Leased Premises.

(d) Tenant's Use of Leased Premises

- (1) Tenant shall have the exclusive right, at its sole cost and expense, to use the Leased Premises for the transmission and reception of communications signals ("Approved Use").
- (2) In accordance with this Approved Use, the Tenant has the right, with Landlord's approval, to install, operate, maintain, repair, replace and remove its Antenna Facilities as shown in Exhibit "B", *Construction Drawings*.
- (3) **Tenant shall be responsible for all reasonable expenses incurred by the Landlord resulting from the use and/or occupancy of the Leased Premises by Tenant. Landlord shall submit an itemized invoice of such expenses together with reasonable supporting documentation evidencing such expenses to Tenant and Tenant shall make payment to Landlord within thirty (30) days of receipt.**

(e) Laws Governing Use

Tenant shall use the Leased Premises in compliance with all applicable Federal Communications Commission ("FCC"), federal, state, and local rules, laws and regulations ("Laws").

5. Installation of Equipment and Modifications.

- (a) For the initial installation of all Antenna Facilities and for any and all subsequent, **material** revisions and/or modifications thereof, or additions thereto, Tenant shall complete an application which shall include any information reasonably requested by Landlord of such requested update or modification, including but not limited to construction drawings, engineering studies and specifications as may be required, carried out at Tenant's expense (the "Plans"). The Plans must be approved by Landlord, which will not be unreasonably withheld, conditioned or delayed. ~~(and in no event delayed beyond ten (10) days). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within ten (10) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this Section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Lease as Exhibit B. If Landlord disapproves the Plans then the Tenant will provide Landlord with revised Plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the revised Plans, Tenant may either i) make further revisions to the Plans and submit them to Landlord for review or ii) terminate this Lease without further liability by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Lease and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance of Tenant's Antenna Facilities are made.~~
- (b) Upon submission of application for modification, Landlord has the discretion to require the following:

Construction Plans

- (1) line or CAD drawings showing location of all planned installations plus materials and construction methods;
- (2) specifications for all planned installations;
- (3) diagrams of proposed Antenna Facilities for initial installation, and subsequently, diagrams of proposed Antenna Facilities for any and all approved revisions, modifications, or additions;
- (4) a complete and detailed inventory of all equipment and personal property of Tenant actually placed on the Leased Premises. Landlord retains the right, at its sole cost and expense, to survey the installed equipment.

Engineering Studies

1) Structural Study

Performed by a qualified engineer, structural study must show that the Structure, including handrail and other appurtenances permanently attached, is able to support the existing Antenna Facilities and the proposed additional Antenna Facilities. If the

study finds that the Structure is inadequate to support the proposed additional loads, Tenant may not install the additional equipment.

2) Interference Study

Tenant warrants that its use of the Leased Premises will not interfere with those Pre-existing Tenants on the Property, as long as the Pre-existing Tenants operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. In connection with its Approved Use, Tenant shall have the right to use any frequencies licensed to Tenant or its affiliates by the FCC.

- (c) Landlord reserves the right to contract with a third party for construction related services (inspection, plan review, etc.).
- (d) Landlord may utilize an escrow account as indicated on the application to facilitate the reimbursement process. The Landlord and their designated party will discontinue all review under this Paragraph if the amount of the original escrow account is insufficient to cover its costs, until the escrow account is adequately funded by Tenant such that Landlord is able to cover its costs of review. Landlord shall provide Tenant with reasonable supporting documentation describing such insufficiency and the proposed amounts required by Landlord to cover its costs of review.
- (e) Contractor Approval
Any contractor chosen by Tenant to carry out construction, installation, maintenance or any other work on the Structure must be selected from a list of Landlord approved contractors.

There is no requirement to use Landlord's approved contractor for work performed inside Tenant exterior ground facility.

(f) Construction Inspection.

All construction activity shall be subject to inspection and approval by the Landlord, such approval not to be unreasonably withheld, conditioned or delayed, to ensure compliance with the approved Construction Plans and the terms of this Lease. Inspection will be performed beginning with the pre-construction meeting and continuing through installation/construction/punch-list and verification of as-built drawings at project completion as determined by Landlord.

Landlord will not arbitrarily require more inspection than is reasonably necessary to ensure the continued delivery of service and security of Landlord's property.

If deemed necessary by the Landlord, construction work performed without approval will not be accepted and shall be removed or uninstalled at Tenant's sole expense, provided Landlord notifies Tenant of such non-compliance within thirty (30) days of submission of as-built drawings to Landlord.

(g) Exposed Antenna Facilities

All Antenna Facilities affixed to the Structure which have exterior exposure shall be as close to the color of the Structure as is commercially available to the Tenant. For exposed coaxial cables, Landlord reserves the right to require Tenant to provide cables in

manufactured colors in lieu of painting.

(h) Damage by Tenant

Any damage to the Property, Leased Premises, Landlord's equipment or any other tenant's equipment or utilities thereon caused by Tenant's installation or operations shall be repaired or replaced at Tenant's expense and to Landlord's reasonable satisfaction within thirty (30) days following receipt of written notice.

(i) As-built drawings

Within thirty (30) days after Tenant completes approved modifications on the Antenna Facilities, Tenant shall provide Landlord with a site plan in readable electronic file format consisting of as-built drawings of the Antenna Facilities.

6. Maintenance and Repairs.

(a) Property

Subject to Tenant's rights to use the Leased Premises for the Approved Use, Landlord reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Landlord's Operations.

(b) Leased Premises

Tenant shall, at its own cost and expense, maintain the Antenna Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes applicable to Tenant's Approved Use of the Leased Premises. **Tenant maintains the right to perform routine maintenance, repairs, and like replacements without Landlord approval.**

(c) Structure Reconditioning and Repairs

- (1) From time to time, Landlord paints, reconditions, or otherwise improves or repairs the Structure in a substantial way ("Reconditioning Work"). Landlord shall reasonably cooperate with Tenant to carry out Reconditioning Work activities in a timely manner and in a manner that minimizes interference with Tenant's Approved Use.
- (2) Prior to commencing Reconditioning Work, Landlord shall provide Tenant with at least **ninety (90)** days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of Tenant to provide adequate measures to cover or otherwise protect Tenant's Antenna Facilities from the consequences of such activities, including but not limited to paint and debris fallout. Landlord reserves the right to require Tenant to temporarily remove all Antenna Facilities from the Structure and Leased Premises during Reconditioning Work.
- (3) During Landlord's Reconditioning Work, Tenant may, with Landlord's approval, maintain a mobile site, install a temporary pole on the Property or, on any land owned or controlled by Landlord in the immediate area of the Property. If Property will not accommodate mobile equipment, it shall be Tenant's responsibility to locate auxiliary sites. Rent shall abate during any period that Tenant is unable to operate at the Property due to the Reconditioning Work.
- (4) For minor repairs or maintenance affecting the Leased Premises, but not requiring

relocation or protection of the Antenna Facilities, Landlord agrees to provide Tenant with at least fourteen (14) days advance written notice of any such activities and to reasonably cooperate with Tenant to carry out such activities in a manner that minimizes interference with Tenant's Approved Use.

7. Property Access.

Access to the Property, including the Leased Premises, by outside persons, including Tenant's employees, agents and assigns, shall at all times be governed by Landlord's Site Access Procedure, attached hereto and incorporated herein as Exhibit "C". Tenant agrees it shall conduct its operations on the Property and the Leased Premises in accordance with all requirements and conditions of said exhibit. Subject to said requirements and conditions Tenant and Landlord agree to the following:

- (a) Landlord shall, at all times provide Tenant ingress, egress, and access to the Leased Premises over the Access Easement, subject to (i) the terms of this Lease;
- (b) Landlord will not allow any mechanics' or materialmen's liens to be placed against the Property as a result of Tenant's work on the Property.
- (c) Access to Antenna Facilities on the Structure shall be with prior notice, Tenant's employee's identification and in the presence of Landlord's employee.
- (d) In the event it is necessary for Tenant to have access to the Structure at some time other than the normal working hours of Landlord, Landlord may charge Tenant for whatever reasonable expense, including employees' wages that Landlord may incur in providing such access to Tenant.
- (e) Tenant shall have access to the ground-based Leased Premises at all times, in accordance with the requirements of this section.
- (f) Landlord retains the right to examine and inspect the Leased Premises for safety reasons and to ensure Tenant's compliance with the terms of this Lease. Landlord shall be liable for, and hold harmless Tenant from, any damage to the Leased Premises or to Tenant's equipment and Antenna Facilities caused by Landlord in exercising its right to examine and inspect the Leased Premises.

8. Utilities.

- (a) Landlord makes no representations that utilities adequate for Tenant's use of the Leased Premises are available. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall be responsible to promptly pay all costs associated therewith. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by the servicing utility.
- (b) All of Tenant's electrical wire, telephone cables, optical fiber and related equipment ("Utilities") and Tenant's communication lines on the Property and/or the Leased Premises shall be located underground, except for the utility pedestal or h-frame, if any, hybrid cables on the Structure, and within the Utility Easement, according to the Landlord's applicable code, rules and regulations and all state codes, rules and regulations. Tenant shall, within thirty (30) days following receipt of written request from Landlord, provide Landlord with an as-built plan showing the exact location of all

Tenant's Utilities and hybrid cables installed on the Leased Premises and the Property. Tenant shall furnish Landlord with pertinent information as to the exact type of AC power used by the Tenant. The Tenant agrees that, within ten (10) days following the receipt of written request of the Landlord, it will field locate all Utilities and hybrid cables at Tenant's expense.

- (c) It shall be the responsibility of Tenant, its agents, contractors and/or subcontractors at Tenant's sole cost and expense to contact Gopher One Call and/or all other parties including, but not limited to, Landlord and all of Landlord's other tenants occupying the Property for locate requests prior to any construction or installation of the Tenant's antennas, tower equipment, ground equipment, Utilities or hybrid cables and other equipment described in this Lease, on the Property. If any of the Landlord's other tenants decline to locate their utilities, it shall be the responsibility of Tenant to locate said tenant's utilities at Tenant's sole cost and expense. Landlord agrees that it will assist with contact information for the other tenants upon the written request of the Tenant. Tenant agrees that Tenant will, upon the reasonable request of the Landlord or another tenant of the Landlord, locate all of its cables, conduit and utilities.
- (d) As partial consideration for rent paid under this Lease, Landlord hereby grants to the Tenant an appurtenant non-exclusive easement for Tenant's Utilities and hybrid cable over the Utility Easement and an appurtenant non-exclusive easement for ingress, egress, and access to the Premises over the Access Easement to service Tenant's Antenna Facilities and Utilities at all times during the term of this Lease. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Access Easement, provided such new location shall not materially interfere with Tenant's operations. The Utility Easement and Access Easement provided hereunder shall have the same term as this Lease.

9. Personal Property and Real Estate Taxes.

- (a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. If any of Tenant's improvements constructed on the Leased Premises should cause the Property, or any portion of it, to be taxed for real estate purposes, it shall be the liability of Tenant to pay that portion of such property taxes directly attributable to Tenant's equipment, provided Landlord shall give Tenant prior written notification of such taxes so that Tenant will have the opportunity to appear before the taxing authority to contest such taxes. Tenant's responsibility for taxes under this Section 10 shall be limited to any proportionate increase in taxes that is attributable to the value of Tenant's leasehold improvements. Notwithstanding Tenant's right to contest such taxes, Tenant shall pay its share of such taxes within ninety (90) days of receiving notice of the same. ~~Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.~~
- (b) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 10(b) due to such

Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant.

- (c) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 16 and, in addition, a copy of any such notices shall be sent to the following address:

New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration – Taxes
 Re: Cell Site # MNL03162; Cell Site Name: Southwest Rochester (MN)
 Fixed Asset Number: 10082049
 575 Morosgo Drive NE
 Atlanta, GA 30324

10. Compliance and Statutes, Regulations, and Approvals.

- (a) Tenant's use of the Leased Premises herein is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Tenant shall, at its sole cost and expense, obtain all such necessary permits, licenses and other approvals and Landlord agrees to cooperate with Tenant in Tenant's pursuit of all such necessary permits, licenses or approvals.
- (b) Tenant's Antenna Facilities shall be installed, maintained, and operated in accordance with all state or federal or local or municipal statutes, ordinances, rules, or regulations now in effect, or that hereafter may be issued by the FCC or any other governing bodies which apply to Tenant's Approved Use of the Leased Premises.

11. Interference.

- (a) In the performance of its Approved Use, Tenant shall not damage or interfere with Landlord's Operations, including its radio frequency transmissions, or approved operations of Pre-Existing Tenants, provided that the equipment used by Landlord or Pre-Existing Tenants is operating within the technical parameters specified by its manufacturer and/or as defined by the FCC. In the event of any such interference, Tenant shall cease such interference within twenty-four (24) hours, except for brief tests necessary for the elimination of the interference, and until Tenant is able to resolve the problem. In the event Tenant cannot correct the interference, Tenant shall have the option to terminate this Lease, pursuant to *Section 14. Termination*. Tenant shall not be responsible for interference that results from a change in the operations of other tenants after the Commencement Date of this Lease.
- (b) Tenant acknowledges that Landlord may lease the Property, or any part of it, to other parties in close proximity to the Leased Premises, and Tenant agrees to work cooperatively with any such other parties, using accepted technical standards in accordance with FCC standards, to ensure that such other parties' use and Tenant's use will be compatible and will not cause interference with each other.
- (c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees,

agents or independent contractors to interfere in any way with the Antenna Facilities, the operations of Tenant or the rights of Tenant under this Lease. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

12. Termination.

- (a) Except as provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party without penalty or further liability, as follows:
- (1) By either party, upon a material default of any other covenant or term hereof by the other party; which default is not cured within thirty (30) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties at law, in equity, or pursuant to any other provisions hereof), or if such cure cannot be completed within thirty (30) days, within such reasonable time as may be required, provided the defaulting party commences the cure within thirty (30) days of receipt of written notice of default and diligently pursues such cure to completion;
 - (2) By Tenant, in the event that:
 - a. Tenant is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities;
 - b. The Leased Premises are or become unusable under Tenant's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong; or
 - c. Tenant's transmission is interfered with by Landlord or its other tenants' equipment. Such right to terminate shall become void if Landlord cures such interference within **thirty (30) days** of receipt of written notice. By Landlord, in the event that:
 - a. Landlord reasonably determines, after review by an independent structural engineer, that the Property is structurally unsound, including but not limited to consideration of age of the Structure, damage or destruction of all or part of the Property from any source, or factors relating to condition of the Property;
 - b. Tenant fails to pay rent provided for in *Section 3. Rent* within thirty (30) days of Tenant's receipt of written notice from Landlord of a rent payment being overdue;
 - c. Upon **180** days prior written notice by the Landlord to Tenant if Landlord decides, for any reason, to redevelop and/or discontinue use of the Property and Structure in a manner inconsistent with Landlord's Primary Use.
- (b) If this Lease is terminated pursuant to subparagraph 12(a) or 12(d), rent shall be pro-rated to the termination date or the date on which all of Tenant's equipment is removed from the Leased Premises, whichever is later. The parties shall give notice of termination in accordance with Section 16 of this lease.
- (c) The parties agree that the Landlord will incur damages should Tenant terminate this Lease pursuant to subparagraph 12(a)(2)(b). However, the amount of damages incurred by the Landlord following Tenant's termination of this Lease pursuant to subparagraph

12(a)(2)(b) cannot be determined or measured by ordinary rules. For the purpose of liquidating the amount of damages, and not as a penalty, it is agreed that in case of the Tenant's early termination of this Lease, as permitted by subparagraph 12(a)(2)(b), the damages caused shall be and are hereby fixed, liquidated, and determined in the sum of fifty percent (50%) of the annual applicable rent for the year in which Tenant terminates.

- (d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety conditions or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Leased Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Leased Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Landlord specifically identifying all such materials, conditions or matters relating to the Property.

13. Insurance.

Tenant and all subcontractors shall obtain, as a minimum, the types and limits of insurance coverage as set forth in Exhibit "D". All coverage called for herein shall become effective before Tenant undertakes any work under this Lease and shall remain in full force and effect as indicated by the Exhibit. Tenant shall furnish Landlord with an insurance certificate evidencing such insurance coverage prior to work commencing on said project.

14. Indemnity.

Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord arising directly from the installation, use, maintenance, repair or removal of the Antenna Facilities or Tenant's breach of any provision of this Lease, except to the extent those which arise from the negligence, or willful misconduct of Landlord, or its elected officials, officers, employees, agents or contractors.

Landlord agrees to defend, indemnify and hold harmless Tenant and its officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Tenant arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Lease except to the extent those which arise from the negligence, or willful misconduct of Tenant, or its employees, agents or contractors.

15. Damage or Destruction.

If the Leased Premises or any portion thereof is destroyed or damaged so as to materially hinder the effective use of the Leased Premises by Tenant through no fault or negligence of Tenant, Landlord agrees to notify Tenant within forty-eight (48) hours and allow Tenant to terminate this Lease upon thirty (30) days' written notice to Landlord at which time all rights and obligations of the parties shall cease (except as to the Tenant's obligations under this Lease to remove Tenant's equipment and Antenna Facilities) as of the date of the notice to Landlord and Tenant shall be entitled to the reimbursement of any rent prepaid by Tenant. If Tenant elects to continue this Lease, Landlord agrees to permit Tenant to place temporary

Antenna Facilities on the Property at no additional rent until Tenant's Antenna Facilities are restored to the condition existing prior to the damage or destruction.

If Landlord determines not to rebuild or restore the Structure, Landlord will notify Tenant of such determination within ninety (90) days. In such event, Landlord agrees to permit Tenant to place temporary facilities on the Property, limited to a term no longer than ninety (90) days following installation of temporary facilities; notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including rent.

16. Notices.

All notices, requests, and demands, hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or delivered by a nationally recognized overnight courier service, to the following addresses or to any other address of Tenant or Landlord that is given from time to time to the other party pursuant to this provision, regarding written notice:

If to Landlord: Rochester Public Utilities
Attn: Purchasing
4000 East River Road NE
Rochester, Minnesota 55906

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site#: MNL03162
Cell Site Name: Southwest Rochester
(MN); FA No: 10082049
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: MNL03162
Cell Site Name: Southwest Rochester
(MN); FA No: 10082049
208 S. Akard Street
Dallas, TX 75202-4206

Local Tenant Contact: Mitchell Sadoff
Sr. Real Estate Manager, Network
612.325.0305
ms8788@att.com

The copy sent to the Legal Department or Local Tenant Contact is an administrative step which alone does not constitute legal notice.

17. Representations and Warranties.

- (a) Landlord represents that (i) it has full right, power, and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, subject to such liens of record; (iii) Tenant shall have quiet enjoyment of the Leased Premises during the term of this Lease in accordance with its terms; (iv) Landlord's execution and performance of this Lease **will not violate any laws,** ordinances, covenants or the provisions of any lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.
- (b) The parties acknowledge that notwithstanding Tenant's exclusive right to occupy the Ground Space and Antenna Space, nothing in this Lease shall preclude Landlord from leasing other space on the Property to any other person or entity which may be in competition with Tenant, or any other party, subject to the conditions set forth in *Section 11. Interference*.
- (c) Tenant warrants that the individual signing and executing this Lease on behalf of Tenant has the requisite organizational power and authority to enter into and perform this Lease on behalf of Tenant. Landlord warrants that the individuals signing and executing this Lease on behalf of Landlord have the requisite corporate power and authority to enter into and perform this Lease on behalf of Landlord.
- (d) Landlord represents that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, as defined in Section 17(e) of this Lease. Landlord will be solely liable for and will defend, indemnify and hold Tenant, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the Property with respect to hazardous, toxic or dangerous materials from any and all sources other than those hazardous, toxic or dangerous materials introduced to the Property by Tenant. Tenant represents and warrants that its use of the Leased Premises herein will not generate and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance, chemical or waste contrary to any applicable law or regulation. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance, and any damage, loss, expense, or liability resulting from the breach of this representation or from the violation of any applicable state or federal law by such release associated with Tenant's use of hazardous substances, including payment of all reasonable attorneys' fees, costs, and penalties incurred as a result thereof, except for any release caused by the negligence or willful misconduct of Landlord, its employees, or agents.
- (e) "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time. Landlord acknowledges Tenant's use of batteries and diesel fuel needed for back-up power and

deems them acceptable as long as such batteries and fuel are used and disposed of in accordance with all applicable laws.

18. Limitation of Liability.

Except due to Landlord's willful misconduct or negligence, Landlord shall not be liable for: (i) any damage to Tenant's equipment or Antenna Facilities, including but not limited to vandalism or malicious mischief caused by third parties, known or unknown, to Tenant's equipment or facilities, or (ii) for any lost revenue, business or profits of Tenant. ~~Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.~~

19. Assignment.

This Lease, or rights thereunder, may not be sold, assigned, or transferred in whole or in part, or subleased or sublicensed at any time by Tenant without the written consent of the Landlord, except to Tenant's parent, affiliates or subsidiaries, or subsidiaries of its parent, or any party that merges or consolidates with Tenant or Tenant's parent, or any party that purchases or otherwise acquires all or substantially all of Tenant's ownership interest or assets in the FCC market in which the Property is located. Any written consent required in this Paragraph will not be unreasonably withheld, conditioned or delayed. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity which provides financing for the purchase of the Antenna Facilities to be installed at the Leased Premises subject to Landlord's rights to retain the Tenant's Antenna Facilities and other improvements if Tenant fails to remove them as provided in this Lease. Tenant shall provide Landlord written notice of such assignments within thirty (30) days of execution.

20. Condemnation.

Landlord shall provide to Tenant notice of any condemnation proceedings within thirty (30) business days of receipt. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord (unless Landlord is the condemning authority), such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

21. Successors and Assigns.

This Lease shall run with the Property. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. If Landlord, at any time during the Term of this Lease, decides to sell, subdivide or otherwise transfer all or any part of the Leased Premises, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or transfer shall be subject to this Lease and Tenant's rights hereunder. ~~In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease.~~

- ~~_____ i. Deed to Property or other instrument of transfer~~
- ~~_____ ii. New IRS Form W-9~~
- ~~_____ iii. Completed and Signed AT&T Payment Direction Form~~
- ~~_____ iv. Full contact information for new Landlord including phone number(s)~~

22. Surrender of Leased Premises.

- (a) All portions of the Antenna Facilities brought onto the Leased Premises by Tenant will be and shall remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the term or extension thereof. In the event that this Lease is terminated or not renewed, Tenant shall have sixty (60) days from the termination or expiration date to quit peacefully and surrender possession of the Leased Premises in as good condition as when it was delivered to Tenant, reasonable wear and tear and casualty loss excepted. Tenant shall remove its equipment, personal property, Antenna Facilities, and leasehold improvements from the Property, and shall repair any damage to the Property caused by such equipment, all at Tenant's own cost and expense.
- (b) In the event that Tenant's Antenna Facilities and related equipment are not removed to the reasonable satisfaction of the Landlord within sixty (60) days from the termination or expiration date, the Landlord shall have the option to fully decommission the Antenna Facilities, have the Antenna Facilities removed, and repair the site and restore the property, and Tenant shall be responsible for the cost of such actions.

23. Marking and Lighting Requirements.

- (a) Landlord acknowledges that it shall be responsible, at its sole cost and expense, for compliance with all building marking and lighting requirements that the Federal Aviation Administration ("FAA") may require with respect solely to the height of the Structure. The responsibility, however, is expressly limited to the requirements that would be required of an elevated water storage facility having no communications equipment installed on it, irrespective of Tenant's Antenna Facilities. Landlord shall indemnify and hold harmless Tenant from any fines or other liabilities caused by Landlord's failure to comply with such requirements for an elevated water storage facility Structure. Further, should the FAA cite Landlord, or in the event any claims are brought against Landlord because the Structure alone is not in compliance, as opposed to the Structure with Antenna Facilities, then Landlord shall indemnify Tenant for full costs, liabilities, damages and expenses, including reasonable attorney's fees. Further, if Landlord does not cure the conditions of noncompliance on the Structure within the time frame allowed

by the citing agency, Tenant may terminate this Lease immediately without any further liability hereunder upon written notice to Landlord.

- (b) Tenant acknowledges that it shall be responsible at its sole cost and expense, for compliance with all building marking and lighting requirements that the FAA may require with respect to Tenant's Antenna Facilities. In the event the FAA determines that the Structure must be additionally marked, lighted, or in any way modified, due to the existence of Tenant's Antenna Facilities, Tenant shall have the option to mark, light or modify the Structure at its sole expense, or to terminate this Lease, pursuant to *Section 14. Termination*. Said marking, lighting and modifying shall be subject to prior written approval by Landlord, such approval not to be withheld without cause. Landlord shall approve or object to such plans within a reasonable period of time to allow timely compliance with FAA regulations.

24. RF Radiation Compliance.

- (a) An RF Engineer chosen by the Landlord and agreed to by the Tenant, after receipt of an estimate of expenses, shall perform a radiation survey of the Property following Tenant's initial RF transmissions on the Leased Premises. Tenant shall be responsible for all commercially reasonable costs of such survey, to be paid within forty-five (45) days of receipt of a detailed invoice from Landlord.
- (b) Tenant shall implement all measures at the transmission site required by FCC regulations, including but not limited to posting signs and markings. Landlord shall cooperate with and permit Tenant to implement all reasonable measures in order for Tenant to fulfill its Radio Frequency exposure obligations. Landlord agrees that in the event any future party causes the entire site to exceed FCC Radio Frequency radiation limits, as measured on the Property, Landlord shall hold such future party liable for all such later-arising non-compliance.

25. Noise Restrictions.

Noise from Tenant's equipment shall not exceed the level allowed by the local jurisdiction ("Allowable Noise Level"), as measured at any location on neighboring property. Landlord will take noise level measurements from time to time to verify compliance. In the event it is found that Tenant's equipment exceeds the Allowable Noise Level, Landlord shall provide Tenant with written notice and Tenant shall take immediate steps to provide permanent reduction in the noise of its equipment to below Allowable Noise Level. If Tenant does not so reduce its measured sound level within sixty (60) days of receipt of written notice of event, said occurrence shall constitute an event of default as otherwise defined in *Section 14. Termination*.

26. Miscellaneous.

- (a) Each party agrees to furnish to the other, within thirty (30) days after notice of receipt of the request, such truthful estoppel information as the other party may reasonably request.
- (b) This Lease constitutes the entire agreement and understanding of the parties and supersedes any and all offers, negotiations, or other agreements of any kind with respect to its subject matter. There are no representations or understandings of any kind not set

forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

- (c) This Lease shall be construed in accordance with the laws of the State of Minnesota. Any legal action may only be commenced and proceed in the relevant state or federal court for Olmsted County, Rochester, Minnesota.
- (d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (e) Upon request by Tenant, Landlord agrees to execute a recordable Memorandum of this Lease.
- (f) Any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.
- (g) The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Leased Premises based on the terms set forth herein. This Lease will become effective and binding only upon the handwritten legal execution and delivery hereof by Landlord and Tenant.
- (h) The Recitals set forth above and the terms and definitions therein are hereby incorporated in this Lease as though they were set forth in the body of the Lease.
- (i) Any claim, controversy or dispute arising out of this Lease not resolved within sixty (60) days following notice of the dispute shall be submitted first and promptly to mediation. Each party shall bear its own cost of mediation. If mediation does not result in settlement within forty-five (45) days after the mediator declares an impasse, either party may file any legal proceeding to enforce this agreement. The legal proceeding must be venued in Olmsted County, Minnesota.

Exhibits “A” through “E” listed below are hereby incorporated into this Lease by reference.

- Exhibit “A” *Legal Description*
- Exhibit “B” *Approved Construction Drawings*
- Exhibit “C” *Site Access Procedure*
- Exhibit “D” *Insurance Requirements*
- Exhibit “E” *Rent Reconciliation Statement*

IN WITNESS WHEREOF, the parties hereto have executed this Lease, the day and year first written above.

NEW CINGULAR WIRELESS PCS, LLC CITY OF ROCHESTER

By: _____

Name: _____

Title: _____

By _____

Ardell Brede, Mayor

By _____

Aaron Reeves, City Clerk

Approved as to form:

By _____

Terry Adkins, City Attorney

ROCHESTER PUBLIC UTILITIES

By _____

Mark Kotschevar, General Manager

Attachment: DRAFT Lease Agreement RPU 11.14.16 Template (6453 : New Cingular Wireless (AT&T) Site Lease Agreement)

CITY OF ROCHESTER

STATE OF MINNESOTA)
) ss.
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this day of , 20 , by Ardell Brede, Mayor, Aaron Reeves, City Clerk, Terry Adkins, City Attorney and Mark Kotschevar, Rochester Public Utilities General Manger, of the City of Rochester, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

TENANT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of NEW CINGULAR WIRELESS PCS, LLC, a _____ Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Witness my hand and official seal.

Notary Public

Attachment: DRAFT Lease Agreement RPU 11.14.16 Template (6453 : New Cingular Wireless (AT&T) Site Lease Agreement)

Exhibit A

Legal Description

SITE NAME: Baihly Water Tower Site
 2225 Summit Drive SW
 Rochester MN 55902

LEGAL DESCRIPTION OF CITY'S PROPERTY:

Real property located in Olmsted County, Minnesota and more particularly described as follows:

That part of the Northwest Quarter of the Northwest Quarter of Section 10, Township 106 North, Range 14 West, Olmsted County, Minnesota, described as follows:

Beginning at the Northwest corner of said Northwest Quarter of the Northwest Quarter; thence Easterly along the North line of said Northwest Quarter of the Northwest Quarter on a Minnesota State Plane Grid azimuth from North of 88.37'49" a distance of 151.38 feet; thence Southerly 178.37'49" azimuth 150.00 feet; thence Westerly 268.37'49" azimuth 150.00 feet to the West line of said Northwest Quarter of the Northwest Quarter; thence Northerly 358.06'04" azimuth along said West line 150.01 feet to the point of beginning.

Said tract contains 22,603.90 square feet (0.52 acres) more or less.

CT PLAT PARACEL NO. 05 5128 1302 (FPINPAR 25892)

Located in the NW $\frac{1}{4}$, NW $\frac{1}{4}$, SEC 10, T106N, R14W

Exhibit B

[See attached]

Exhibit C

Site Access Procedure

1.0 REQUEST ACCESS

1.01 Request for access must be provided via email to dklamerus@rpu.org and must include the following information:

- 1) name and contact information of tenant
- 2) service ticket number
- 3) your relationship to tenant
- 4) description of work to be completed
- 5) length of time access is needed
- 6) date and time of access
- 7) your contact information.

1.02 Emergencies

1. Contact RPU Water Operations at 507.273.5030 or Electric System Operations at 507.280.1697 after submitting email request for access. Inform caller that an email request has been submitted.

2. Under certain conditions, water operations personnel may not be available, in which case RPU will use their best judgment to determine if there is another way to grant access to the agent, or to deny or delay access.

Important: The police will be called to the site if a written request is not made to RPU prior to entry.

RPU staff will verify the request and arrange to meet agent on site and allow for access after checking for proper ID.

1.03 Prior to arriving to site:

- a) Authorized agents must notify RPU Water Operations (507.273.5030) approximately 30 minutes before arriving to notify RPU staff of the time they will be arriving.

1.04 While at site:

- a) Authorized agents are required to perform their necessary work on the site in a manner that does not compromise site security. This includes, but is not limited to, securing all doors and gates before leaving the site.
- b) RPU employees will determine whether or not they will need to monitor the activity at the site. If RPU employee believes that the agent is not there for a

legitimate business reason, the employee should get to a safe area and call 911 to have police confront the agent and remove them if necessary.

1.05 Leaving site:

- b) Authorized agents must notify RPU Water Operations (507.273.5030) when leaving the site.

2.0 IDENTIFICATION PROCEDURES

- 2.01 Tenant's employees, contractors or agents seeking entrance to a remote facility are required to show a valid photo ID. RPU employee allowing them access will forward the name and phone number of the entrant to the RPU Water Infrastructure Engineer to confirm that access should be granted.

3.0 SITE SAFETY

- 3.01 Tenant's employees, contractors or agents seeking entrance will be required to complete a Safety Acknowledgement Water Facilities Form provided by the Landlord each time access is requested.
- 3.02 Contractor must provide required personal protective equipment including but not limited to fall protection equipment as appropriate for the tasks to be completed onsite.
- 3.03 Contractor must have the ability to summon emergency assistance (such as a mobile phone) if needed as these sites are seldom equipped with telephones.

4.0 FACILITY LOCKS

- 3.01 All RPU facilities are secured with high-security locks utilizing high-security keys.
- a) No other locks are permitted, and all such other locks will be removed and disposed of.
- b) RPU may make some exceptions in cases where, for the convenience of RPU staff, contractor locks will be allowed to be "daisy-chained" onto a RPU water facility. These exceptions will be on a case by case basis, and the decision to allow this will be made by RPU Manager of Water Operations.
- c) For sites that are undergoing construction, RPU will install construction locks and give contractors construction keys.

5.0 RPU CONTACTS

Normal and emergency access after normal business hours:

Normal Business Hours	507.273.5030	5:00 AM – 12:30 AM
After Business Hours	507.280.1696	12:31 AM – 4:59 AM

Any access granted between the hours of 12:31 AM to 4:59 AM will be billed at the current RPU overtime rate.

Exhibit D
Insurance Requirements

Tenant and all subcontractors while working hereunder shall obtain and maintain the following insurance to protect the parties against claims, demands, actions, judgments, expenses, and liabilities that may arise out of or result from Tenant's use of the Leased Premises:

- a. Tenant shall provide at least 30-days' prior written notice of cancellation and/or non-renewal to Landlord of any required coverage that is not replaced.
- b. Workers' Compensation to meet statutory requirements for Minnesota.
- c. Employer's liability of \$500,000 per accident/ per disease, per employee/ per disease, policy limits.
- d. Commercial Liability Insurance with limits of \$1,500,000 each occurrence/\$3,000,000 aggregate for both bodily injury & property damage liability to cover claims for injury or damage resulting or arising from the negligent actions of the Tenant, its officers, employees or agents during the term of the Agreement. Products and completed operations coverage is to be included within the required limits with coverage for a minimum of two years after construction is completed.
- e. The liability limits may be afforded under the Commercial Policy, or in combination with an umbrella or excess liability policy provided coverages afforded by the umbrella or excess policy are not less than the underlying liability coverages.
- f. Commercial auto insurance with limits of \$1,000,000 each occurrence for both bodily injury & property damage liability to cover claims for injury or damage resulting or arising from the negligent actions of the Tenant, its officers, employees or agents, including hired and non-owned vehicles, during the term of the Agreement. **If such insurance contains a general aggregate limit, the general aggregate limit shall not be less than \$2,000,000.**
- g. The required liability insurance policies shall include the City of Rochester as an additional insured for claims from work conducted pursuant to this Agreement. Tenant's required liability insurance shall be primary to any insurance held by the City of Rochester. Landlord's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and, (iii) not exceed Tenant's indemnification obligation under this Agreement, if any.
- h. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated

A- or better by Best Insurance Guide) eligible to do business in the state of Minnesota, which includes all coverage required and named as follows:

City of Rochester
Acting Through Its Public Utility Board
4000 East River Road NE
Rochester MN 55906-2813

- i. Notwithstanding the forgoing, Tenant may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Tenant elects to self-insure its obligation under this Agreement to include Landlord as an additional insured, the following conditions apply: (i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the Site Lease Agreement with New Cingular Wireless PCS and authorize the Mayor and City Clerk to execute the agreement upon final approval of the General Manager and City Attorney. Approval of any other attendant or subsequent agreement consistent with the lease agreement is also granted to the General Manager and City Attorney.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 29th day of November, 2016.

President

Secretary

FOR BOARD ACTION

Agenda Item # (ID # 6498)

Meeting Date: 11/29/2016

SUBJECT: CC VIII Operating, LLC (Charter Communications) Site Lease Agreement

PREPARED BY: Mona Hoeft

ITEM DESCRIPTION:

Staff has been progressing towards upgrading communication tenants to new lease terms and CC VIII Operating, LLC (Charter Communications) is the latest to agree to the new terms. CC VIII Operating currently has an equipment shelter at two water tower sites and this location lease is due to expire on December 31, 2016. This lease offers an initial term of five years with an option to extend for three additional five year terms. Once approved, this lease template will be used when the other location lease expires in 2018.

The new lease accomplishes the following:

- 1) Upgrades the listing of equipment allowed to be installed at each location.
- 2) Simplifies lease management utilizing similar language throughout all carriers.
- 3) Allows for consistent notification requirements.
- 4) Includes a 3% annual adjustment factor.
- 5) Outlines a site access procedure.
- 6) Updates language and provisions which are more reflective of the market.
- 7) Includes an annual rent of \$10,326 for this location.

The City Attorney has reviewed the agreement.

UTILITY BOARD ACTION REQUESTED:

Staff recommends the Board approve a resolution authorizing the Mayor and City Clerk to execute leases with CC VIII Operating, LLC and approval of any other attendant or subsequent agreements consistent with the lease agreement as determined by the General Manager and City Attorney.

RPU Contract #:

RPU Site ID:

Tenant Site ID:

LEASE AGREEMENT

This Lease Agreement (“Lease”) is entered into this ___ day of _____, 2016, between the **CITY OF ROCHESTER**, a Minnesota municipal corporation, acting through its Public Utility Board (“Landlord”), and **CC VIII Operating, LLC**, a Delaware limited liability company (“Tenant”).

Recitals

WHEREAS, Landlord is the owner of the real property located at 501 20th Street SE, Rochester, Minnesota 55906 legally described in Exhibit “A”, *Legal Description*, attached hereto and incorporated herein (the “Property”); and

WHEREAS, Landlord and Tenant entered into a Site Agreement dated November 15, 2013, as confirmed by the Confirmation of Site Agreement letter dated October 17, 2014, by Tenant, and as further confirmed by the Confirmation of Site Agreement letter dated June 17, 2015, by Tenant (collectively, “Original Lease”), which Original Lease expires by its terms on December 31, 2016; and

WHEREAS, in lieu of extending the Original Lease, Landlord and Tenant agree to enter into a new lease for the continued use of the Leased Premises (as defined below). Landlord and Tenant hereby agree that the Original Lease shall terminate effective as of 11:59 p.m. on December 31, 2016 without further documentation or action by the parties.

NOW, THEREFORE, the parties agree as follows:

1. Leased Premises.

- (a) Landlord hereby leases to Tenant certain space located on the Property as shown on Exhibit “B” attached hereto (collectively, the “Leased Premises”) consisting of the following:
- (1) ground space comprised of approximately 280 square feet of land (14’ x 20’), subject to any and all existing easements, and space required for cable runs to connect equipment; all of which Landlord confirms complies with all related city zoning ordinances;
 - (2) non-exclusive easements required to run Tenant’s utility lines and cables (collectively, the “Utility Easement”); and
 - (3) a non-exclusive easement for Tenant to enter the Property for reasonable access to the Leased Premises (the “Access Easement”).
- (b) No other space or property interests are being leased to Tenant except as described above and as described on Exhibit “A”, *Legal Description*.

2. Terms/Renewals.

- (a) The initial term of this Lease shall commence on January 1, 2017 (the “Commencement Date”), and shall expire on December 31, 2021 (the “Expiration Date”) (the period beginning with the Commencement Date and ending with the Expiration Date shall make up the “Initial Term”).
- (b) Tenant shall have the right to extend this Lease for three (3) additional five (5) year terms (each a “Renewal Term”) subject to Section 2(c) below.
- (c) This Lease shall automatically renew for each successive Renewal Term unless Tenant is in default beyond applicable notice and cure periods, as set forth herein, of any of the terms or conditions of this Lease, or unless Tenant provides written notice of its intention not to renew at least ninety (90) days before the expiration of the Initial Term or any Renewal Term.

3. Rent.

- (a) Tenant shall make all payments of rent to Landlord to the address as listed on the invoice.
- (b) Tenant shall pay rent annually in advance, as indicated in the payment schedule below:
 - (1) Tenant shall pay Landlord, as rent, the sum of \$10,326 per year based upon Tenant’s approved site plan identified in Exhibit “B”, *Site Plan*, attached hereto and incorporated herein. Rent shall be paid on or before the fifth (5th) day of January of each year.
 - (2) Late fees shall be assessed as reasonably determined by Landlord’s Board approved policy at the time of the delinquency, provided that such policy is provided to Tenant in writing, in advance. Notwithstanding the foregoing, in no event shall a late fee be assessed against Tenant unless and until Tenant fails to make any payment required to be made hereunder within 30 days after receipt of written notice from Landlord of such failure.
 - (3) Commencing January 1, 2017, and on January 1st of each subsequent year, the rent shall be increased annually by three percent (3%).

4. Use of Leased Premises.

- (a) Primary Use of Property
The primary use and purpose of the Property by Landlord is for a potable water facility and appurtenances to provide water service to customers of the Landlord (“Primary Use”). Landlord’s operations in connection with pursuit of the Primary Use (“Landlord’s Operations”) take priority over Tenant’s operations.
- (b) Tenant’s Use of Leased Premises
Tenant shall have the exclusive right, at its sole cost and expense, to use the Leased Premises for Tenant’s cable and telecommunications business, including, but not limited to, constructing, maintaining, repairing and operating the Improvements (as defined

below) and the Facilities (as defined below) on the Leased Premises, and for purposes incidental thereto (“Approved Use”).

Tenant shall be responsible for all reasonable expenses incurred by the Landlord resulting from acts by Tenant that fall outside the Approved Use. Landlord shall submit an itemized invoice of such expenses together with reasonable supporting documentation evidencing such expenses to Tenant, and Tenant shall make payment to Landlord within thirty (30) days of receipt.

(c) Laws Governing Use

Tenant shall use the Leased Premises in compliance with all applicable Federal Communications Commission (“FCC”), federal, state, and local rules, laws and regulations.

(d) Interference

Landlord will not construct or install, nor permit the construction or installation by third parties of, improvements or equipment on the Leased Premises that interferes with the operation of the Improvements, the Facilities or Tenant’s Approved Use.

6. Installation of Equipment and Modifications.

(a) Notwithstanding anything in this Lease to the contrary, Tenant shall have the right to make any alterations, additions or improvements (collectively, the “Improvements”) to the Leased Premises and its equipment thereon (the “Facilities”) as Tenant shall desire for the purpose of Tenant’s telecommunications and other business operations; provided however, that such alterations, additions or improvements do not increase the Leased Premises or extend vertically above the fence line. Tenant will not make or allow to be made any Improvements upon or under the Leased Premises that violate any applicable law. Any Improvements constructed, placed or maintained upon or under any part of the Leased Premises shall be and remain during the Initial Term, and any applicable Renewal Terms, the property of Tenant or Tenant’s successors or assigns. Tenant will maintain the Improvements constructed by Tenant and keep the Improvements and its Facilities in good repair.

(b) Contractor Approval

Except for work which may be completed by Tenant’s employees, or other agents or contractors that Tenant routinely uses in the region, Landlord retains reasonable discretion and reserves the right to reasonably reject any contractors the Tenant may choose for the installation work. If Landlord rejects a contractor that Tenant proposes, Landlord shall provide the name of at least two (2) contractors that will be acceptable to Landlord.

(c) Construction Inspection.

All construction activity shall be subject to inspection and approval by the Landlord, such approval not to be unreasonably withheld, conditioned or delayed, to ensure compliance with the terms of this Lease.

Landlord will not arbitrarily require more inspection than is reasonably necessary to ensure the continued delivery of service and security of Landlord's property.

(d) Damage by Tenant

Any damage to the Property, Leased Premises, Landlord's equipment or any other tenant's equipment or utilities thereon directly caused by Tenant's installation or operations shall be repaired or replaced at Tenant's expense and to Landlord's reasonable satisfaction within thirty (30) days following receipt of written notice.

7. Maintenance and Repairs.(a) Property

Landlord reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Landlord's operations.

(b) Leased Premises

Tenant shall, at its own cost and expense, maintain the Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes applicable to Tenant's Approved Use of the Leased Premises.

(c) Structure Reconditioning and Repairs

(1) From time to time, Landlord paints, reconditions, or otherwise improves or repairs the water tower (the "Structure") in a substantial way ("Reconditioning Work").

Landlord shall reasonably cooperate with Tenant to carry out Reconditioning Work activities in a timely manner and in a manner that does not materially interfere with Tenant's Approved Use.

(2) Prior to commencing Reconditioning Work, Landlord shall provide Tenant with at least ninety (90) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of Tenant to provide adequate measures to cover or otherwise protect Tenant's Facilities from the consequences of such activities, including but not limited to paint and debris fallout from the Structure.

(4) For minor repairs or maintenance to the Property or Structure thereon other than the Leased Premises, Landlord agrees to provide Tenant with at least fourteen (14) days advance written notice of any such activities and to reasonably cooperate with Tenant to carry out such activities in a manner that does not materially interfere with Tenant's Approved Use.

8. Property Access.

Tenant and Landlord agree to the following access to the Property, including the Leased Premises, by outside persons, including Tenant's employees, agents and assigns, shall at all times be governed by Landlord's Site Access Procedure, attached hereto and incorporated herein as Exhibit "C". Subject to said requirements and conditions, Tenant and Landlord agree to the following:

(a) Landlord shall, at all times provide Tenant ingress, egress, and access to the Leased Premises over the Access Easement, subject to the terms of this Lease.

- (b) Landlord will not allow any mechanics' or materialmen's liens to be placed against the Property as a result of Tenant's work on the Property.
- (c) Tenant shall have access to the ground-based Leased Premises at all times, in accordance with the requirements of this section.
- (d) Landlord retains the right, upon 24 hours prior written notice to Tenant, to examine and inspect the Leased Premises (but not the interior of the Facilities) for safety reasons and to ensure Tenant's compliance with the terms of this Lease. Landlord shall be liable for, and hold harmless Tenant from, any damage to the Leased Premises or to Tenant's Improvements and Facilities caused by Landlord in exercising its right to examine and inspect the Leased Premises.

9. Utilities.

- (a) Landlord makes no representations that utilities adequate for Tenant's use of the Leased Premises are available. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall be responsible to promptly pay all costs associated therewith. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by the servicing utility.
- (b) Except for the Facilities, all of Tenant's electrical wire, telephone cables and optical fiber ("Utilities") running to the Facilities and Tenant's communication lines on the Property and/or the Leased Premises shall be located within the Utility Easement. Tenant shall, within thirty (30) days following receipt of written request from Landlord, provide Landlord with the location of all Tenant's Utilities installed on the Leased Premises and the Property. Tenant shall furnish Landlord with pertinent information as to the exact type of AC power used by the Tenant. The Tenant agrees that, within ten (10) days following the receipt of written request of the Landlord, it will field locate its Utilities at Tenant's expense.
- (c) It shall be the responsibility of Tenant, its agents, contractors and/or subcontractors at Tenant's sole cost and expense to contact Gopher One Call, Landlord and all of Landlord's other tenants occupying the Property for locate requests prior to any construction or installation of the Tenant's ground equipment, Utilities or hybrid cables on the Property. It shall be the responsibility of Tenant to locate the utilities of Landlord's other tenants, at Tenant's sole cost and expense, only if Landlord's other tenants decline to locate their utilities after request by Tenant for the same to be completed. Landlord agrees that it will assist with contact information for the other tenants upon the written request of the Tenant. Tenant agrees that Tenant will, upon the reasonable request of the Landlord or another tenant of the Landlord, locate all of its cables, conduit and Utilities.
- (d) As partial consideration for rent paid under this Lease, Landlord hereby grants to the Tenant an appurtenant non-exclusive easement for Tenant's Utilities and hybrid cable over the Utility Easement and an appurtenant non-exclusive easement for ingress, egress, and access to the Leased Premises over the Access Easement to service Tenant's Facilities and Utilities at all times during the term of this Lease. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Access Easement, provided such new location shall not materially interfere with Tenant's operations. The

Utility Easement and Access Easement provided hereunder shall have the same term as this Lease.

10. Personal Property and Real Estate Taxes.

If any of Tenant's Improvements constructed on the Leased Premises should cause the Property, or any portion of it, to be taxed for real estate purposes, it shall be the liability of Tenant to pay that portion of such property taxes directly attributable to Tenant's Improvements, provided Landlord shall give Tenant prior written notification of such taxes so that Tenant will have the opportunity to appear before the taxing authority to contest such taxes. Notwithstanding Tenant's right to contest such taxes, Tenant shall pay its share of such personal property taxes within ninety (90) days of receiving notice of the same.

11. Compliance and Statutes, Regulations, and Approvals.

- (a) Tenant's use of the Leased Premises herein is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Tenant shall, at its sole cost and expense, obtain all such necessary permits, licenses and other approvals and Landlord agrees to cooperate with Tenant in Tenant's pursuit of all such necessary permits, licenses or approvals. Tenant shall reimburse Landlord its reasonable, actual, out-of-pocket costs to provide such cooperation.
- (b) Tenant's Facilities shall be installed, maintained, and operated in accordance with all state or federal or local or municipal statutes, ordinances, rules, or regulations now in effect, or that hereafter may be issued by the FCC or any other governing bodies which apply to Tenant's Approved Use of the Leased Premises.

12. Termination.

- (a) Except as provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party without penalty or further liability, as follows:
 - (1) By either party, upon a material default of any other covenant or term hereof by the other party ("Event of Default"); which default is not cured within thirty (30) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties at law, in equity, or pursuant to any other provisions hereof), or if such cure cannot be completed within thirty (30) days, within such reasonable time as may be required, provided the defaulting party commences the cure within thirty (30) days of receipt of written notice of default and diligently pursues such cure to completion;
 - (2) By Tenant, subject to proration of rent to the termination date or the date on which all of Tenant's above ground equipment and Facilities is removed from the Leased Premises and the above ground site restored to pre-existing conditions, whichever is later, in the event that:
 - a. Tenant is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Facilities;

- b. Tenant's Approved Use interfered with by Landlord or its other tenants' equipment. Such right to terminate shall become void if Landlord cures such interference within thirty (30) days of receipt of written notice.
 - c. Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety conditions or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Leased Premises unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Leased Premises would expose Tenant to undue risks of liability to a government agency or third party. Such right to terminate shall become void if Landlord cures such interference within thirty (30) days of receipt of written notice.
- (3) By Tenant, not subject to proration of rent, in the event that:
- a. The Leased Premises are or become unusable under Tenant's design or engineering specifications for its Facilities, or the communications system to which the Facilities belong.
- (4) By Landlord, in the event that:
- a. Tenant fails to pay rent provided for in *Section 3. Rent* within thirty (30) days of Tenant's receipt of written notice from Landlord of a rent payment being overdue;
 - b. Upon 12 months prior written notice by the Landlord to Tenant if Landlord decides, for any reason, to redevelop and/or discontinue use of the Property and Structure in a manner consistent with Landlord's Primary Use.

13. Insurance.

Landlord and Tenant shall obtain, as a minimum, the types and limits of insurance coverage as set forth in Exhibit "D". All policies called for herein shall become effective before Tenant undertakes any work under this Lease and shall remain in full force and effect as indicated by the Exhibit. Tenant shall furnish Landlord with an insurance certificate evidencing such insurance coverage prior to work commencing on said project.

14. Indemnity.

Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all third-party claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be incurred by Landlord, or for which the Landlord may be liable, in the performance of this Lease, except to the extent those which arise from the negligence, or willful misconduct of Landlord, or its employees, agents or contractors. Tenant shall further defend and indemnify all third-party claims arising directly out of the installation, operation, use, maintenance, repair, removal, or presence of the Tenant's Facilities on the Leased Premises, except to the extent such claims arise out of the negligence or willful misconduct of Landlord, its agents, employees, contractors and tenants.

Landlord agrees to defend, indemnify and hold harmless Tenant and its officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Tenant or for which the Tenant may be liable in the performance of this Lease, except to the extent those which

arise from the negligence, or willful misconduct of Tenant, or its employees, agents or contractors.

In no event shall either party be liable for incidental, consequential, indirect or special damages of any kind, including but not limited to any loss of use, loss of business, or loss of profit.

15. Damage or Destruction.

If the Leased Premises or any portion thereof is destroyed or damaged so as to materially hinder the effective use of the Leased Premises by Tenant through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, all rights and obligations of the parties shall cease except as to Tenant's obligations to remove its above ground Improvements and/or Facilities as of the date of the notice to Landlord and notwithstanding anything to the contrary contained herein Tenant shall be entitled to the reimbursement of any rent prepaid by Tenant. If Tenant elects to continue this Lease, then the rent shall abate for a period of one hundred eighty (180) days or until Tenant's equipment and Facilities are restored to the condition existing prior to the damage or destruction, whichever is earlier.

16. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and personally delivered or mailed, certified mail, return receipt requested, or delivered by a nationally recognized overnight courier service, to the below addresses or to any other address of Tenant or Landlord that is given from time to time to the other party pursuant to this provision, regarding written notice. Any such notice shall be deemed delivered upon (but not until) receipt or refusal of receipt.

If to Landlord: Rochester Public Utilities
Attn: Buyer
4000 East River Road NE
Rochester, Minnesota 55906

If to Tenant: CC VIII Operating, LLC
c/o Charter Communications
6399 S. Fiddlers Green Circle, Suite 600
Greenwood Village, Colorado 80111
Attn: Charter Real Estate
File ID No.: MN 0106

With a copy to:

CC VIII Operating, LCC
 c/o Charter Communications
 6399 S. Fiddlers Green Circle, Suite 600
 Greenwood Village, Colorado 80111
 Attn: Kathy Carrington
 SVP, Corporate Services
 File ID No.: MN 0106

17. Representations and Warranties.

- (a) Landlord represents that (i) it has full right, power, and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, subject to such liens of record; and (iii) Tenant shall have quiet enjoyment of the Leased Premises during the term of this Lease in accordance with its terms.
- (b) The parties acknowledge that this is a nonexclusive lease. Nothing in this Lease shall preclude Landlord from leasing other space on the Property to any other person or entity which may be in competition with Tenant, or any other party, so long as Tenant's Approved Use is not interfered with. Notwithstanding the foregoing, Landlord shall lease the Leased Premises exclusively to Tenant.
- (c) Tenant warrants that the individual signing and executing this Lease on behalf of Tenant has the requisite corporate power and authority to enter into and perform this Lease on behalf of Tenant. Landlord warrants that the individuals signing and executing this Lease on behalf of Landlord have the requisite corporate power and authority to enter into and perform this Lease on behalf of Landlord.
- (d) Landlord represents that with the exception of well house #18, which has chlorine gas present, Landlord has no other knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, as defined in Section 17(e) of this Lease. Landlord will be solely liable for and will defend, indemnify and hold Tenant, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the Property with respect to hazardous, toxic or dangerous materials from any and all sources other than those hazardous, toxic or dangerous materials introduced to the Property by Tenant. Except for DC batteries, gasoline and diesel fuel, Tenant represents and warrants that Tenant's use of the Leased Premises herein will not generate and Tenant will not store or dispose on the Property nor transport to or over the Property any hazardous substance, chemical or waste contrary to any applicable law or regulation. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance, and any damage, loss, expense, or liability resulting from the breach of this representation or from the violation of any applicable state or federal law by such release associated with Tenant's use of hazardous substances, including payment of all reasonable attorneys' fees, costs, and penalties incurred as a result thereof, except for any release caused by the negligence or willful misconduct of Landlord, its employees, or agents.

- (e) “Hazardous substance” shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time. Landlord acknowledges Tenant’s use of batteries, gasoline and diesel fuel needed for back-up power and deems them acceptable as long as such batteries and fuel are used and disposed of in accordance with all applicable laws.

18. No Liability on Landlord.

Except due to Landlord’s willful misconduct or negligence and except as otherwise set forth in this Lease, Landlord shall not be liable for: (i) any damage to Tenant’s equipment or Facilities, including but not limited to vandalism or malicious mischief caused by third parties, known or unknown, or (ii) for any lost revenue, business or profits of Tenant.

19. Assignment.

This Lease, or rights thereunder, may not be sold, assigned, or transferred in whole or in part, or subleased or sublicensed at any time by Tenant without the written consent of the Landlord, except to Tenant’s parent, affiliates or subsidiaries, or subsidiaries of its parent, or any party that merges or consolidates with Tenant or Tenant’s parent, or any party that purchases or otherwise acquires all or substantially all of Tenant’s ownership interest or assets in the immediate local market in which the Property is located. Any written consent required in this Paragraph will not be unreasonably withheld, conditioned or delayed. If Landlord does not consent or object in writing to such proposed sublease or assignment within 30 days after its receipt of Tenant’s request for consent, Landlord’s consent shall be deemed given. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity which provides financing for the purchase of the Facilities to be installed at the Leased Premises subject to Landlord’s rights to retain the Tenant’s Facilities and other improvements if Tenant fails to remove them as provided in this Lease. Except as expressly set forth herein, Tenant shall provide Landlord written notice of such assignments within thirty (30) days of execution. Upon any assignment of this Lease as permitted by this section, Tenant shall be relieved of all obligations and liabilities arising hereunder after the date of the assignment. No transfer or assignment of the stock of Tenant, or any ownership interest in Tenant, whether by sale, merger, exchange or other means, shall constitute an assignment of this Lease.

20. Condemnation.

Landlord shall provide to Tenant notice of any condemnation proceedings within thirty (30) business days of receipt. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days’ written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly

waives any right or claim to any portion thereof except that Tenant will have the right to assert a claim for moving expenses, business interruption, leasehold Improvements paid for by Tenant, and the value of Tenant's unexpired Lease term. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Facilities, and leasehold improvements.

21. Successors and Assigns.

This Lease shall run with the Property. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

22. Surrender of Leased Premises.

- (a) All portions of the Facilities and Improvements brought onto the Leased Premises by Tenant will be and shall remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the term or extension thereof. In the event that this Lease is terminated or not renewed, Tenant shall have sixty (60) days from the termination or expiration date to quit peacefully, remove all of Tenant's Facilities or Improvements located above ground that were constructed or installed by Tenant and surrender possession of the Leased Premises in as good condition as when it was delivered to Tenant, reasonable wear and tear and casualty loss excepted.
- (b) In the event that Tenant's above ground Facilities, Improvements and related equipment are not removed within sixty (60) days from the termination or expiration date, the Landlord shall have the option to fully decommission the Facilities, have the above ground Facilities removed, and repair the site and restore the property, and Tenant shall be responsible for the cost of such actions.

23. Noise Restrictions.

Noise from Tenant's equipment shall not exceed the level allowed by the local jurisdiction ("Allowable Noise Level"), as measured at any location on neighboring property. Landlord will take noise level measurements from time to time to verify compliance. In the event it is found that Tenant's equipment exceeds the Allowable Noise Level, Landlord shall provide Tenant with written notice and Tenant shall take immediate steps to provide permanent reduction in the noise of its equipment to below Allowable Noise Level. If Tenant does not so reduce its measured sound level within sixty (60) days of receipt of written notice of event, said occurrence shall constitute an Event of Default as otherwise defined in *Section 12. Termination*.

24. Miscellaneous.

- (a) Each party agrees to furnish to the other, within thirty (30) days after notice of receipt of the request, such truthful estoppel information as the other party may reasonably request.

- (b) This Lease constitutes the entire agreement and understanding of the parties and supersedes any and all offers, negotiations, or other agreements of any kind with respect to its subject matter. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- (c) This Lease shall be construed in accordance with the laws of the State of Minnesota, without reference to its conflict of laws principles.
- (d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (e) Upon request by Tenant, Landlord agrees to execute a recordable Memorandum of this Lease.
- (f) Any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.
- (g) The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Leased Premises based on the terms set forth herein. This Lease will become effective and binding only upon the handwritten legal execution and delivery hereof by Landlord and Tenant.
- (h) The Recitals set forth above and the terms and definitions therein are hereby incorporated in this Lease as though they were set forth in the body of the Lease.
- (i) Any claim, controversy or dispute arising out of this Lease not resolved within sixty (60) days following notice of the dispute shall be submitted first and promptly to mediation. Each party shall bear its own cost of mediation. If mediation does not result in settlement within forty-five (45) days after the mediator declares an impasse, either party may file any legal proceeding to enforce this agreement. The legal proceeding must be venued in Olmsted County, Minnesota.
- (j) Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Leased Premises except Cassidy Turley Commercial Real Estate Services, Inc., a Missouri corporation, d/b/a Cushman and Wakefield (“Tenant’s Broker”). Landlord and Tenant acknowledge that Tenant’s Broker shall be a third party beneficiary for purposes of enforcing this provision.

(k) This Lease has been prepared by Landlord and its professional advisors and reviewed by Tenant and its professional advisors. Landlord, Tenant and their separate advisors believe this Lease is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of either Landlord or Tenant or against either Landlord or Tenant merely because of their efforts in preparing it.

(l) Exhibits "A" through "D" listed below are hereby incorporated into this Lease by reference.

- Exhibit "A" *Legal Description*
- Exhibit "B" *Site Plan*
- Exhibit "C" *Site Access Procedure*
- Exhibit "D" *Insurance Requirements*

IN WITNESS WHEREOF, the parties hereto have executed this Lease, the day and year first written above.

TENANT:

CC VIII OPERATING, LLC,
a Delaware limited liability company

By: Charter Communications, Inc.,
a Delaware corporation, its Manager

By _____
Randy Givan
Vice President - Real Estate

LANDLORD:

CITY OF ROCHESTER,
a Minnesota municipal corporation

By _____
Ardell Brede, Mayor

By _____
Aaron Reeves, City Clerk

Approved as to form:

By _____
Terry Adkins, City Attorney

ROCHESTER PUBLIC UTILITIES

By _____
Mark Kotschevar, General Manager

Attachment: Lease Template Final Approved 11.11.16 (6498 : CC VIII Operating, LLC (Charter Communications) Site Lease Agreement)

LANDLORD

STATE OF MINNESOTA)
) ss.
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Ardell Brede, Mayor, Aaron Reeves, City Clerk, Terry Adkins, City Attorney and Mark Kotschevar, Rochester Public Utilities General Manager, of the City of Rochester, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

TENANT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

I certify that I know or have satisfactory evidence that Randy Givan is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President - Real Estate of Charter Communications, Inc., a Delaware corporation, as Manager of CC VIII Operating, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

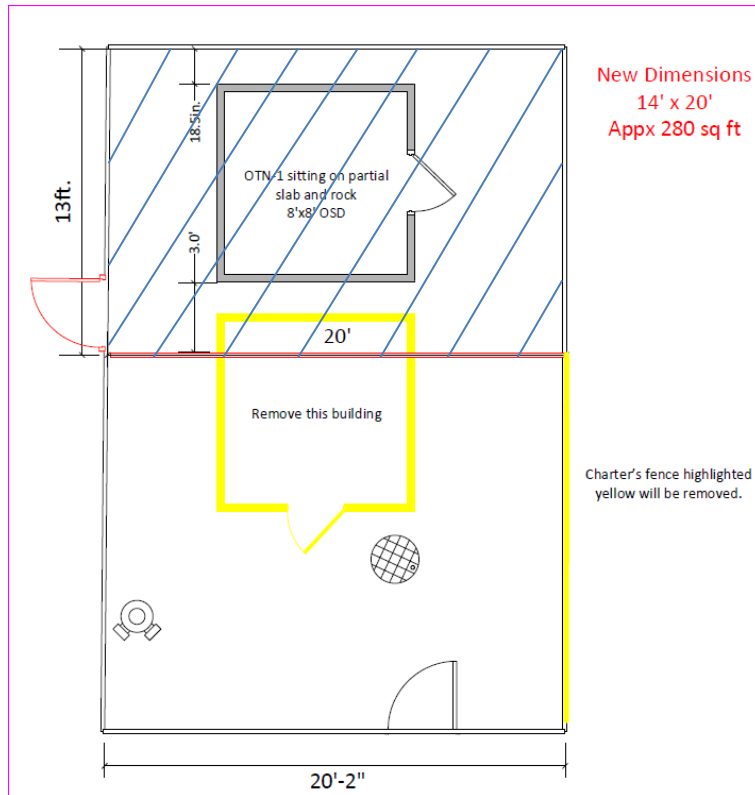
Witness my hand and official seal.

Attachment: Lease Template Final Approved 11.11.16 (6498 : CC VIII Operating, LLC (Charter Communications) Site Lease Agreement)

Exhibit B Site Plan



Leased Premises



Attachment: Lease Template Final Approved 11.11.16 (6498 : CC VIII Operating, LLC (Charter Communications) Site Lease Agreement)

Exhibit C

Site Access Procedure

1.0 REQUEST ACCESS

1.01 Request for access must be provided via email to dklamerus@rpu.org and must include the following information:

1. name and contact information of tenant
2. service ticket number
- 3) your relationship to tenant
- 4) description of work to be completed
- 5) length of time access is needed
- 6) date and time of access
- 7) your contact information.

1.02 Emergencies

1. Contact RPU Water Operations at 507.273.5030 or Electric System Operations at 507.280.1697 after submitting email request for access. Inform caller that an email request has been submitted.
2. Under certain conditions, water operations personnel may not be available, in which case RPU will use their best judgment to determine if there is another way to grant access to the agent, or to deny or delay access.

Important: The police will be called to the site if a written request is not made to RPU prior to entry.

RPU staff will verify the request and arrange to meet agent on site and allow for access after checking for proper ID.

1.03 Prior to arriving to site:

- a) Authorized agents must notify RPU Water Operations (507.273.5030) approximately 30 minutes before arriving to notify RPU staff of the time they will be arriving.

1.04 While at site:

- a) Authorized agents are required to perform their necessary work on the site in a manner that does not compromise site security. This includes, but is not limited to, securing all doors and gates before leaving the site.
- b) RPU employees will determine whether or not they will need to monitor the activity at the site. If RPU employee believes that the agent is not there for a legitimate business reason, the employee should get to a safe area and call 911 to have police confront the agent and remove them if necessary.

1.05 Leaving site:

- b) Authorized agents must notify RPU Water Operations (507.273.5030) when leaving the site.

2.0 IDENTIFICATION PROCEDURES

2.01 Tenant's employees, contractors or agents seeking entrance to a remote facility are required to show a valid photo ID. RPU employee allowing them access will forward the name and phone number of the entrant to the RPU Water Infrastructure Engineer to confirm that access should be granted.

3.0 SITE SAFETY

3.01 Tenant's employees, contractors or agents seeking entrance will be required to complete a Safety Acknowledgement Water Facilities Form provided by the Landlord each time access is requested.

3.02 Contractor must provide required personal protective equipment including but not limited to fall protection equipment as appropriate for the tasks to be completed onsite.

3.03 Contractor must have the ability to summon emergency assistance (such as a mobile phone) if needed as these sites are seldom equipped with telephones.

4.0 FACILITY LOCKS

3.01 All RPU facilities are secured with high-security locks utilizing high-security keys.

- a) No other locks are permitted, and all such other locks will be removed and disposed of.
- b) RPU may make some exceptions in cases where, for the convenience of RPU staff, contractor locks will be allowed to be "daisy-chained" onto a RPU water facility. These exceptions will be on a case by case basis, and the decision to allow this will be made by RPU Manager of Water Operations.
- c) For sites that are undergoing construction, RPU will install construction locks and give contractors construction keys.

5.0 RPU CONTACTS

Normal and emergency access after normal business hours:

Normal Business Hours	507.273.5030	5:00 AM – 12:30 AM
After Business Hours	507.280.1696	12:31 AM – 4:59 AM

Any access granted between the hours of 12:31 AM to 4:59 AM will be billed at the current RPU overtime rate.

Exhibit D
Insurance Requirements

Tenant while working hereunder shall obtain and maintain the following insurance to protect the parties against claims, demands, actions, judgments, expenses, and liabilities that may arise out of or result from Tenant's use of the Leased Premises.

- a. Tenant's insurance provider shall endeavor to provide prior written notice of cancellation to Landlord of any required coverage that is not replaced.
- b. Workers' Compensation to meet statutory requirements for Minnesota.
- c. Employer's liability of \$500,000 per accident/ per disease, per employee/per disease, policy limits.
- d. Commercial Liability Insurance with limits of \$1,000,000 each occurrence/\$2,000,000 aggregate for both bodily injury & property damage liability to cover claims for injury or damage resulting or arising from the negligent actions of the Tenant, its officers, employees or agents during the term of the Lease.
- e. The liability limits may be afforded under the Commercial Policy, or in combination with an umbrella or excess liability policy provided coverages afforded by the umbrella or excess policy are not less than the underlying liability coverages.
- f. Commercial auto insurance with limits of \$1,000,000 each accident for both bodily injury & property damage liability to cover claims for injury or damage resulting or arising from the negligent actions of the Tenant, its officers, employees or agents, including hired and non-owned vehicles, during the term of the Lease. **If such insurance contains a general aggregate limit, the general aggregate limit shall not be less than \$2,000,000.**
- g. The required liability insurance policies shall include the City of Rochester as an additional insured for claims from work conducted pursuant to this Lease. Tenant's required liability insurance shall be primary to any insurance held by the City of Rochester. Landlord's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and, (iii) not exceed Tenant's indemnification obligation under this Lease, if any.
- h. The Tenant shall provide, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- or better by Best

Insurance Guide) eligible to do business in the state of Minnesota, which includes all coverage required and named as follows:

City of Rochester
Acting Through Its Public Utility Board
4000 East River Road NE
Rochester MN 55906-2813



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the Site Lease Agreement with CC VIII Operating, LLC (Charter Communications) and authorize the Mayor and City Clerk to execute the agreement and approve any other attendant or subsequent agreement consistent with the lease agreement.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 29th day of November, 2016.

President

Secretary

FOR BOARD ACTION

Agenda Item # (ID # 6501)

Meeting Date: 11/29/2016

SUBJECT: Resolution Approving the Issuance of Electric Utility Revenue and Refunding Bonds, Series 2017A

PREPARED BY: Peter Hogan

ITEM DESCRIPTION:

At management's request, the Board, with the concurrence of the City Council, has approved the construction of the Westside Energy Station, expansion of the service center located at 4000 East River Road NE, and the installation of a third turbine at the Lake Zumbro hydro plant, as part of the 2017 Electric Utility budget. Management is also recommending the refunding of the currently outstanding 2007C utility revenue bonds, 2016A short term subordinated bonds, and borrowing of funds needed to complete the balance of the CapX2020 project, as anticipated during the original 2013 bond issuance.

The attached Parameters Resolution will authorize a pricing committee of Springsted Inc., the City's and RPU's financial advisor, the City's Director of Finance, RPU's General Manager, and RPU's Director of Corporate Services, to select the underwriter and approve the sale of Electric Utility revenue and refunding bonds up to \$140,000,000, within the parameters established by the RPU Board and authorized by the Rochester City Council.

The results of the sale will be reported to the Board.

FOR CAPITAL PURCHASES/BIDS/MAJOR PROJECTS:

Not Applicable

UTILITY BOARD ACTION REQUESTED:

Management recommends that the Utility Board approve the bond issuance resolution, the authorization of a pricing committee within the parameters resolution and request the Common Council approve a resolution authorizing the sale of debt instruments to be used to fund RPU's budgeted projects, refundings, and further authorize the Pricing Committee to approve the final sale within the parameters of this resolution.



RESOLUTION

BE IT RESOLVED By the Public Utility Board (the "Board") of Rochester Public Utilities ("RPU") as follows:

1. Recitals.

- (a) The City of Rochester, Minnesota (the "City"), in cooperation with the Board, has heretofore issued its Temporary Subordinate Electric Utility Revenue Bond, Series 2016A (the "Series 2016A Bond") to finance the acquisition construction and equipping of certain capital improvements to the City's municipal electric utility (the "Electric Utility") including without limitation, the proposed West Side Energy Station and a portion of RPU's percentage interest in the CapX 2020 Hampton to Rochester to La Crosse transmission line project and has heretofore issued its Electric Utility Revenue Bonds, Series 2007C (the "Series 2007C Bonds") in part to refund the December 1, 2011 through December 1, 2030 maturities of the City's Electric Revenue Bonds, Series 2000 (the "Refunding Portion").
- (b) The Board has determined that it is in the best interests of RPU and the City to issue the City's Electric Utility Revenue and Refunding Bonds, Series 2017A in an aggregate principal amount not to exceed \$140,000,000 (the "Bonds") to provide for a current refunding of the Series 2016A Bond and the Refunding Portion of the Series 2007C Bonds and to finance additional capital improvements to the Electric Utility, including without limitation, the proposed West Side Energy Station, a portion of RPU's percentage interest in the CapX 2020 Hampton to Rochester to La Crosse transmission line project, improvements to the Lake Zumbro Hydroelectric facility, expansion of the 4000 East River Road NE service center, and fund certain reserves and costs of issuance (the "Project").

2. Request, Consent and Approval.

- (a) The Board hereby requests that on December 5, 2016, or as soon thereafter as possible, the Rochester Common Council (the "Council") consider a Resolution Authorizing the Sale of the City's Electric Utility Revenue and Refunding Bonds, Series 2017A and Providing for Their Issuance (the "Resolution") to provide funds to refund the Series 2016A Bond and the Series 2007C Bonds and to finance the Project;



- (b) The Resolution would, upon its adoption, (I) authorize the issuance of the Bonds in an aggregate principal amount not to exceed \$140,000,000, and delegate to a pricing committee the authority to negotiate with an underwriter to be selected by the pricing committee, as representative of the participating underwriter(s) (i) the maturity schedule for the Bonds with a final maturity no later than December 1, 2049, (ii) the rates of interest on the Bonds such that the true interest cost of the Bonds is not greater than 5.50%, (iii) any redemption provisions, and (iv) other details of the Bonds, (II) pledge the Net Revenues of the Electric Utility for the payment of the Bonds, and (III) set forth other covenants and obligations of the City relating to the Electric Utility; and
- (c) The Resolution, in the form actually adopted, is hereby incorporated into this Resolution to the same extent as though set forth in full herein, and each capitalized term which is used in this Resolution but not otherwise defined herein shall have the meaning given to that term in the Resolution.
- (d) The Board hereby consents to and approves the issuance of the Bonds, and determines that the issuance of the Bonds by the City is necessary and desirable and that the issuance of the Bonds is appropriate for the purposes for which the Bonds are issued and hereby authorizes and requests that City issue the Bonds.
- (e) The Board hereby concurs in the award, issuance and sale of the Bonds and joins in and concurs in the adoption of the Resolution, and adopts all of the covenants and agreements contained therein, with the same force and effect as if said Resolution had been adopted by the Board.
- (f) The approval hereby given to the Resolution includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom, and additions thereto, as may be necessary and appropriate and approved by the Pricing Committee described therein.
- (g) The Board hereby covenants and pledges to cooperate with the Council (and to take such actions, or refrain from acting, as the case may be, as may be necessary) in order to fully effectuate the intent, purposes and obligations of the City under the Resolution.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 29th day of November, 2016.



President

Secretary

The foregoing Resolution was introduced by Boardmember _____, who moved its adoption. The motion for the adoption of the foregoing Resolution was duly seconded by Boardmember _____ and upon a vote being taken thereon, the following Boardmembers voted in favor thereof: _____

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted.

STATE OF MINNESOTA
CITY OF ROCHESTER
PUBLIC UTILITY BOARD

I, the undersigned, being the duly qualified and acting Secretary of the Public Utility Board of the City of Rochester, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the Board duly called and held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom approving the issuance and sale by the City of Rochester of its Electric Utility Revenue Refunding Bonds, Series 2017A.

WITNESS my hand as such Secretary this 29th day of November, 2016.



Secretary

Rochester Public Utility Board

FOR BOARD ACTION

Agenda Item # (ID # 6494)

Meeting Date: 11/29/2016

SUBJECT: Hydro Dam Exterior Improvement Project Update - Informational Only

PREPARED BY: Patricia Bremer

ITEM DESCRIPTION:

Staff previously presented a review of the proposed exterior improvement work at the Lake Zumbro Hydro Dam facility at the April 26, 2016 Board meeting. The proposed work included roof replacement, exterior wall repairs, window repairs/replacement and concrete walkway repairs.

Following that informational presentation, Staff came to the May 31, 2016 Board meeting to request approval to move forward with the selected low-bid contractor, and to complete the work. The work was scheduled to be completed between June and November of 2016.

Physical construction work has been completed, and the project is coming to a close. Staff would like to present a brief project update to the Board to review before and after conditions of the facility.

UTILITY BOARD ACTION REQUESTED:

None. Informational only.