



Meeting Date: 2/14/2011
Agenda Item: 6a

Mission Statement
Provide quality services in a modern, courteous and cost-efficient manner.

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: President Burt McIntyre & Village Board of Trustees **REVIEWED BY**
REPORT FROM: Geoffrey S. Farr, PE., Director of Public Works PJB
AGENDA ITEM: 6a - Review and take action on a permanent gas pipeline easement on AMS Business Park Lot #5 for Wisconsin Public Service Corporation.
ACTION REQUESTED: ___Ordinance ___Resolution Motion ___Receive/File

POLICY ISSUE

Should the Village Board approve the permanent gas easement?

RECOMMENDED ACTION BY VILLAGE BOARD

Village Staff recommends that the Village Board approve the easement.

If the Village Board were in favor of this policy action, the following motion may be made:

"Motion to approve the Wisconsin Public Service Corporation permanent gas pipeline easement on AMS Business Park Lot #5".

POLICY ALTERNATIVE(S)

The Village Board could take the following actions:

- Approve the easement allowing WPSC to relocate their facilities as needed for the STH 29 reconstruction project.
- Not approve the easement and delay the relocation work.

STRATEGIC PLAN RELEVANCE:

Economic Vitality:	<u>Yes</u>
Accountable/Efficient Gov't:	<u>Yes</u>
Enhance Gov't Partnerships:	<u>Yes</u>
Environmentally Friendly:	<u>N/A</u>

STRATEGIC PLAN SYNOPSIS:

The Village should support intergovernmental and utility efforts to make important highway corridor improvements that will attract regional business and residential development.

POLICY REFERENCE

Wisconsin Statutes: N/A

Howard Municipal Code: N/A

Policies & Procedure Manual: N/A

KEY METRIC SYNOPSIS

WPSC needs to relocate their facilities as required by the DOT reconstruction project.

FINANCIAL INFORMATION

FISCAL IMPACT:

- 1. Is There A Fiscal Impact? N/A
- 2. Is it Currently Budgeted? N/A
- 3. If Budgeted, Which Line? N/A

FISCAL SYNOPSIS:

The total purchase price offered to the Village/ Weyers-Hilliard Group is \$77,154. This is the same price per acre that the DOT offered to purchase Right of Way from this lot previously as part of the highway project.

PRIOR ACTION/REVIEW

Staff has previously provided several verbal reports regarding various stages of planned DOT construction on STH 29, USH 41 and Riverdale Drive.

BACKGROUND INFORMATION

This property is held by the Village of Howard for the benefit of the Weyers-Hilliard group as part of the original AMS project. I have reviewed the gas easement with the Weyers representative Joe Gegare, and the Weyers-Hilliard group has no concerns regarding this easement. Approving the attached easement will allow WPSC to relocate its facilities as required by the DOT. The proceeds from the easement will be given to the Weyers-Hilliard Group.

Approval of this easement is time sensitive as WPSC wishes to begin work very soon. The goal is to have the new pipeline installed on Lot #5 and across the Village Green Golf Course before golfing begins in late March, 2011. The gas main needs to be functional by approximately June 1 in time for DOT construction activities.

ATTACHED INFORMATION

- I. Area map
- II. Gas easement drawing Exhibit A
- III. Offer to Purchase
- IV. Easement

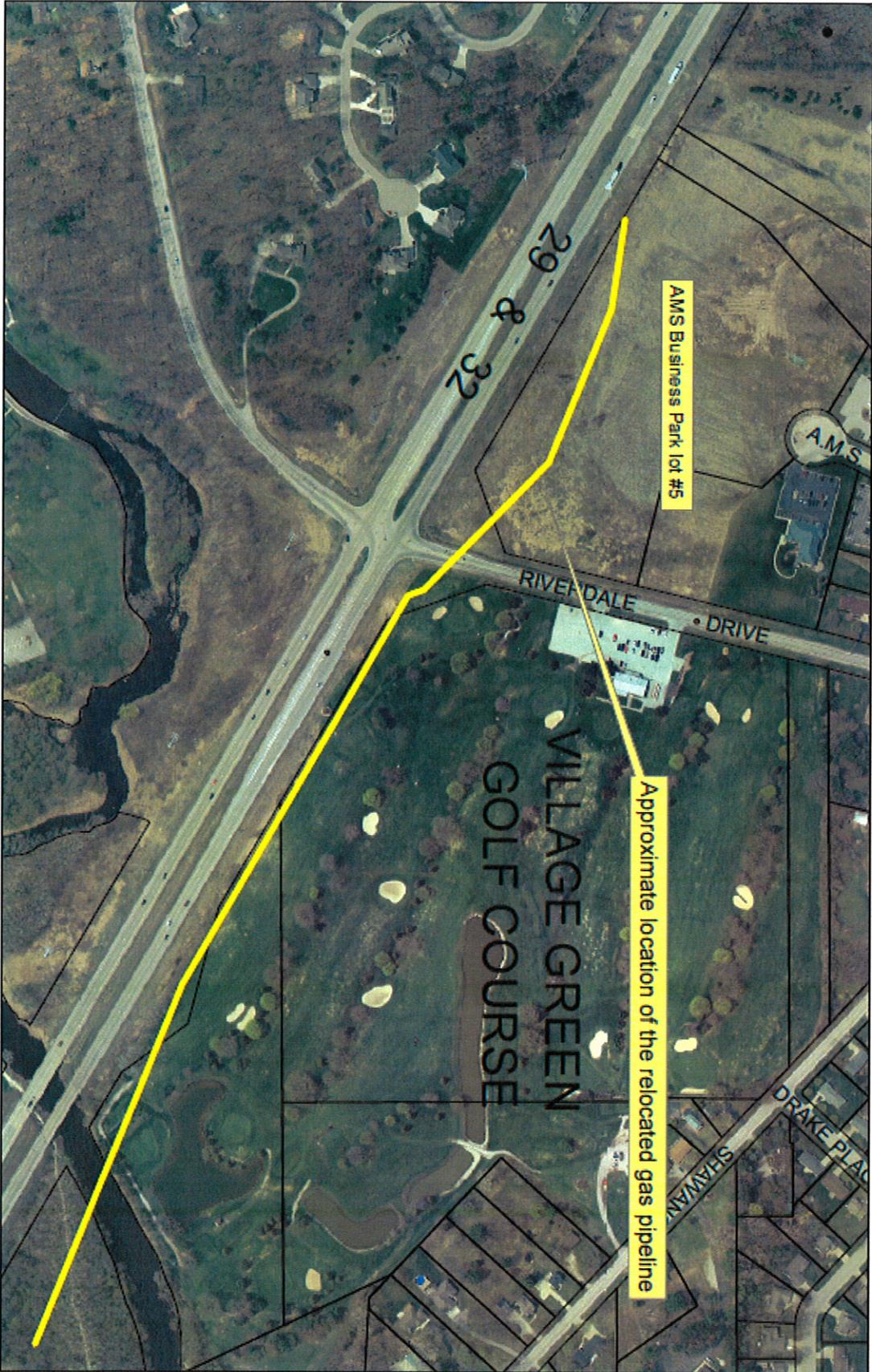
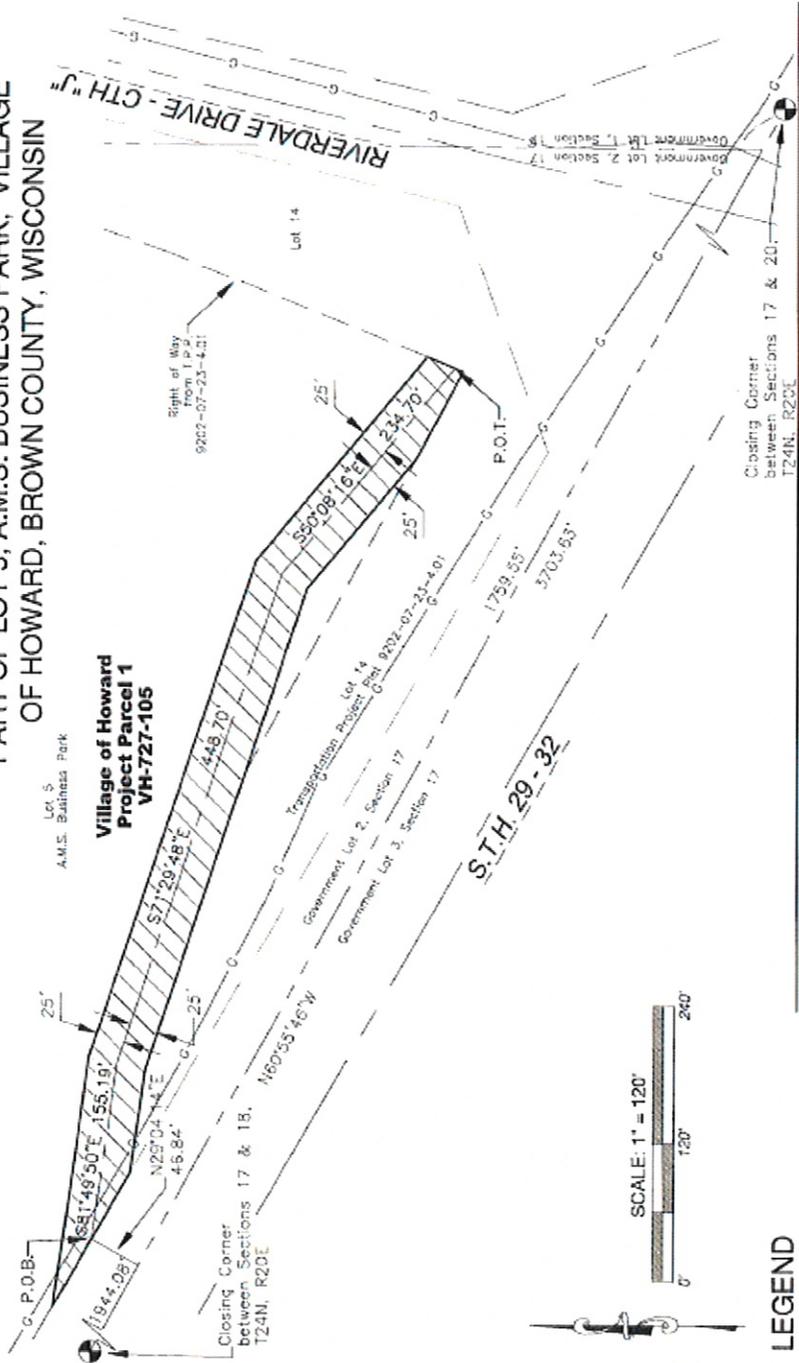


EXHIBIT "A"

PART OF LOT 5, A.M.S. BUSINESS PARK, VILLAGE OF HOWARD, BROWN COUNTY, WISCONSIN



Prepared By:
integritys
INTEGRITYS BUSINESS SUPPORT, LLC
SURVEY GROUP

For:
Wisconsin Public Service Corporation
700 North Adams Street
P.O. Box 18001
Green Bay, WI 54307-9000
Phone: 800-450-7263
015-1520-0140010007-100

File: T:\DEPT\AS_RealEstate\Projects\ESTATE\SURVEY\PROJECTS\STH 29 to USH 41 Gas Line Re-roul\29-41 gas line base measurements.dwg
Plot Date: Nov 04, 2010 10:44am

Drafted by: J. Lett, 10-27-2010
Permanent Easement = 0.945 Acres

LEGEND

- P.O.B. Point of Beginning
- P.O.T. Point of Termination
- Recorded County Monument
- Permanent Easement = 0.945 Acres

Attachment III

Village of Howard

Highway 29 Gas Line
Parcel 1

PAYMENT OFFER FOR GAS PIPELINE EASEMENT

Wisconsin Public Service Corporation (WPSC) offers to make a payment to the Village of Howard for the granting of a gas pipeline easement across the property described below:

Part of Lot 5, A.M.S. Business Park, Village of Howard, Brown County, Wisconsin.

All that part of the Grantor's property lying 25.00 feet on each side of the easement reference line described below.

Commencing at the closing corner between Sections 17 and 20, T24N, R20E; thence N60°55'46"W, 1759.55 feet along the south line of Government Lot 2, Section 17; thence N29°04'14"E, 46.84 feet to the northerly right of way line of S.T.H. 29-32, the POINT OF BEGINNING of the easement reference line; thence S81°49'50"E, 155.19 feet along the easement reference line; thence S71°29'48"E, 448.70 feet along the easement reference line; thence S50°08'16"W, 234.70 feet along the easement reference line to the easterly line of Lot 14, Transportation Project Plat 9202-07-23-4.01, the POINT OF TERMINATION.

The sidelines of said 50.00 foot wide easement extend and shorten to intersect with the right of way lines of S.T.H. 29-32 and C.T.H. "J" / Riverdale Drive.

Said parcel (permanent easement) contains 41,149 square feet or 0.945 acres.

This offer is based on the sale of part of Parcel VH-727-105 to the Wisconsin Department of Transportation.

Land

41,149 square feet x \$2.50 x 0.75 = \$77,154

Based on that calculation the offering price is **\$77,154**

Offer
Date: _____

By: _____
Douglas E Mathys – WPSC

Accepted
Date: _____

Attachment IV

Highway 29 Gas Line Parcel 1	DOCUMENT NUMBER
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GAS PIPELINE EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, between **VILLAGE OF HOWARD** a Wisconsin Municipal Corporation, hereinafter called "Grantor" and **RONALD A. WEYERS 1992 TRUST, RONALD A. WEYERS, COLLEEN I. WEYERS, WALLACE J. HILLIARD, DANIAL J. HILLIARD, ANDREW P. HILLIARD, JULIE A. MACCOUX AND JANICE M. HILLIARD** hereinafter called "Option Holders" for (\$ _____) to it paid by WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin Corporation, hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority, privilege and easement, to lay, maintain and use for the distribution and/or transmission of natural gas in a line laid under and along certain easement areas as shown below, or on attached Exhibits "A" on land owned by said Grantor in the Village of Howard, County of Brown, State of Wisconsin, described as follows, to-wit:

Recording Data

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number
(PIN) VH-727-105

Part of Lot 5, A.M.S. Business Park, Village of Howard, Brown County, Wisconsin.

All that part of the Grantor's property lying 25.00 feet on each side of the easement reference line described below.

Commencing at the closing corner between Sections 17 and 20, T24N, R20E; thence N60°55'46"W, 1759.55 feet along the south line of Government Lot 2, Section 17; thence N29°04'14"E, 46.84 feet to the northerly right of way line of S.T.H. 29-32, the POINT OF BEGINNING of the easement reference line; thence S81°49'50"E, 155.19 feet along the easement reference line; thence S71°29'48"E, 448.70 feet along the easement reference line; thence S50°08'16"W, 234.70 feet along the easement reference line to the easterly line of Lot 14, Transportation Project Plat 9202-07-23-4.01, the POINT OF TERMINATION.

The sidelines of said 50.00 foot wide easement extend and shorten to intersect with the right of way lines of S.T.H. 29-32 and C.T.H. "J" / Riverdale Drive.

As shown on Exhibit A.

Said parcel (permanent easement) contains 41,149 square feet or 0.945 acres.

Also,

A 50-foot wide temporary construction easement lying parallel with and adjacent to the above described permanent easement, said temporary construction easement automatically terminates following completion of the project.

The Grantee does herewith agree to the following conditions and privileges granted herein:

1. To pay, in addition to the consideration paid for this easement, for any and all damages to said premises occurring at any time in exercising the rights acquired herein. Damage payments shall not include trees growing within the right-of-way, or branches of trees growing outside the right-of-way that are encroaching within the right-of-way.
2. That it will refill the trench in which said pipe is laid, promptly and properly tamp the same and restore the surface of the ground, and if the Grantee shall at any future time open said trench for the purpose of repairing, renewing or removing said pipe, it will, as soon as said work is done, restore the surface of the ground and that all work performed by the Grantee on said land will be performed in a proper work-manlike manner, and that during the progress of the work, the Grantee will properly safeguard said trench.
3. That it will construct the line as specified in PSC135 of the Wisconsin Administrative Code and the Wisconsin Gas Code.

The Grantor does grant to the Grantee the following rights and privileges as follows:

1. The right to enter upon the easement described above for the purpose of laying, patrolling, repairing, renewing, or removing said pipe and to do any and all other such acts as necessary in the proper installation, maintenance, safeguarding and operation of said pipe.
2. The right to go upon the Grantor's property outside of the easement right-of-way for the purpose of gaining access to the right-of-way in the event direct access to the right-of-way is not possible. The Grantee shall notify the Grantor, when possible, before going upon the Grantor's property, except in the event of an emergency.
3. The right, from time to time, to control all brush and trees within the easement and right-of-way area by cutting, trimming, chemically treating and/or other means as determined by the Grantee.

The Grantor does herewith further agree:

1. That, within the limits of the easement, it will not construct any building, allow any improvement to be placed or lower the now existing grade more than 4 inches without first securing the prior written consent of the Grantee. This agreement is to insure the conformance of the use of the easement with the Wisconsin Gas Safety Code and the Grantee's construction standards. The said Grantor further agrees that all costs incurred through the relocation of the Grantee's facilities to avoid such buildings, or other improvements, or to obtain proper depth of land cover shall be borne by the Grantor.

2. In the event any improvement or installation made by the Grantee in the area of the easement described herein shall be damaged or destroyed through the act or neglect of Grantor, Grantor's successor in title, agent, employee and/or any party in possession of the real property subject to the easement herein granted, as the case may be, the Grantor shall reimburse the Grantee to the full extent of the Grantee's total cost of repair or replacement of said damage.

3. Any statute of limitations applicable to Clause #2 shall begin to run only when the Grantee reasonably could have discovered the damage.

Grantee hereby agrees to hold Grantor harmless from any damages caused due to the installation, operation or maintenance of the Sewage Facilities installed and against any and all suits and damage costs and expenses including attorney's fees, resulting from any suit, action or claim based on bodily injury, including death, or property damage arising out of or based upon Grantee's use, occupancy or presence upon Grantor's lands in connection with or in pursuance of Grantee's rights under this agreement.

This agreement shall be binding on the parties hereto, and their heirs, personal representatives, successors and assigns.

The parties agree and understand that certain parts of this form of easement may not be appropriate to the particular circumstances as concerns the Grantor's property and that certain clauses may have been deleted in order to conform the form to the particular circumstances and that this document is executed in duplicate, the Grantee's copy having been recorded and the Grantor's copy having been retained by the Grantor.

IN WITNESS WHEREOF, said Grantor has executed this document on the day and year first above written.

VILLAGE OF HOWARD

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 20____, the above
named _____ its _____
and _____ its _____ of the above-named
Corporation, to me known to be the persons and officers who executed the foregoing instrument
and acknowledged that they executed and delivered the same as and for the act and deed of said
Corporation.

Notary Public, State of

My Commission Expires:

RONALD A. WEYERS 1992 TRUST

- Trustee

- Trustee

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 20__ the above-named
to me known to be the Grantor who executed the foregoing instrument and acknowledged the
same.

Notary Public, State of

My Commission Expires:

Ronald A. Weyers

Colleen I. Weyers

STATE OF _____)

) SS

COUNTY OF _____)

Personally came before me this ___ day of _____, 20__ the above-named
to me known to be the Grantor who executed the foregoing instrument and acknowledged the
same.

Notary Public, State of

My Commission Expires:

Notary Public, State of

My Commission Expires:

Andrew P. Hilliard

STATE OF _____)

) SS

COUNTY OF _____)

Personally came before me this ___ day of _____, 20__ the above-named to me known to be the Grantor who executed the foregoing instrument and acknowledged the same.

Notary Public, State of

My Commission Expires:
