



Meeting Date: 1/31/11  
Agenda Item: 6c

**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   
**AGENDA ITEM:** Review and take action on a temporary construction easement on AMS Business Park Lot #5 for American Transmission Company, LLC.  
**ACTION REQUESTED:** \_\_\_Ordinance \_\_\_Resolution Motion \_\_\_Receive/File

**POLICY ISSUE**

Should the Village Board approve the temporary construction easement?

**RECOMMENDED ACTION BY VILLAGE STAFF**

Village Staff recommends that the Village Board approve the temporary easement.

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

***“Motion to approve the ATC temporary construction easement on AMS Business Park Lot #5.”***

**POLICY ALTERNATIVE(S)**

The Village Board could take the following actions:

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

**STRATEGIC PLAN RELEVANCE:**  
Economic Vitality: Yes  
Accountable/Efficient Gov’t: Yes  
Enhance Gov’t Partnerships: Yes  
Environmentally Friendly: N/A

**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**

ATC needs a temporary storage location for equipment, materials and work space in order 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 lease payment offered to the Village is \$1,000.

**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**

Approving the attached easement will allow ATC to relocate its facilities as required by the DOT. Approval of this easement is time sensitive as materials are scheduled to arrive between February 1 and February 7, 2011. The easement lease would be effective for 4 months between February 1 and May 31, 2011. This property is held by the Village of Howard for the benefit of the Weyers group as part of the original AMS project. I have reviewed the temporary easement with the Weyers representative, Joe Gegare, and the Weyers have no concerns regarding this easement.

**ATTACHED INFORMATION**

- I. Temporary construction easement lease
- II. Drawing of lease area

**STORAGE LEASE**

**THIS INDENTURE**, Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **VILLAGE OF HOWARD**, hereinafter referred to as **Lessor**, and **AMERICAN TRANSMISSION COMPANY LLC**, a Wisconsin limited liability company, hereinafter referred to as **Lessee**.

**WITNESSETH**, That the **Lessor** does hereby lease, demise and let unto the **Lessee** parcels of land approximately .3 acres in area for the purpose of storing wood, concrete or steel poles, steel transmission towers (dismantled), crossarms, conductors, insulators, and other electric transmission line material and equipment (including trucks and other necessary vehicles and construction machinery) in the Southwest quarter (SW ¼) of Section 17 Township 24 North, Range 20 East, in the Village of Howard, Brown County, Wisconsin. The location of said parcel of land is indicated on the drawing marked Exhibit "A", attached hereto and made a part hereof.

**TO HOLD** for a period of four (4) months from February 1, 2011 and extending through May 31, 2011. **Lessee** yielding and paying rent therefore in the sum of **\$1,000**. Said rental shall be paid upon the execution of this agreement, and **Lessor** hereby acknowledges the receipt thereof. In the event said **Lessee** desires to terminate this lease in advance of the expiration of said four (4) month period herein agreed upon, it shall have the right to vacate and abandon said parcel of land. However, **Lessor** shall not be obligated to refund any of the advance rental herein paid for any unused portion of the four (4) month rental period. It is hereby agreed this agreement can be extended on a month by month basis after the initial four (4) month period.

The **Lessee** and its agents shall have the right to use any existing driveways and install a locked gate if required on Lessor's premises as described above, all for the purpose of ingress and egress to and from said leased land, by cars, trucks and other appurtenant equipment. **Lessee** agrees, however, to restore or cause to have restored the premises of the **Lessor** as nearly as is reasonably possible to the condition existing prior to the use of said premises and/or payment shall be made by **Lessee** for damage, if any, to crops, fences, or domesticated animals caused by its acts.

Each Party agrees to indemnify and hold the other harmless along with their directors, officers, managers, employees, agents, successors, and assigns, from all claims, losses, expenses, fees including reasonable attorney's fees, costs, and judgments that may be asserted against the Party to the extent and in the percentage the claims, losses, expenses, fees, costs or judgments are caused by the acts or omissions of the other or its agents; except that no indemnity shall be paid by Lessee to Lessor either directly or indirectly, or through contribution or indemnification, for any damages or any part of damages for which

Lessee's liability is limited in a tariff filed with, and accepted for filing by the Federal Energy Regulatory Commission (or its successor agencies), or any applicable state tariff accepted or approved by a state regulatory commission, except in accordance with such tariff provision.

The covenants herein contained shall bind the parties mutually and their successors and assigns.

**IN WITNESS WHEREOF**, said Lessor has caused these presents to be signed by \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said Lessee has caused these presents to be signed by its duly authorized agent this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Print Name/Title  
**VILLAGE OF HOWARD**

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Print Name/Title

**AMERICAN TRANSMISSION COMPANY LLC**  
a Wisconsin limited liability company  
By: **ATC Management Inc., its Manager**

By \_\_\_\_\_  
Teresa Kochaver  
Manager, Real Estate

	Date	Comments
ATC Environmental Sign Off		
Local Permitting Sign Off		
Fully Executed Lease to ATC Property Manager		

