



## Legislation Text

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**File #:** 29164, **Version:** 1

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### **Fiscal Note**

Estimated increase in general fund revenues of \$45,100 per year, subject to final lineal footage calculation. The \$500 administrative fee shall be deposited to Account No. GN01-78230.

### **Title**

Authorizing the Grant of License to Galactic Winds LLC for the installation and maintenance of private underground electric line facilities in City of Madison public rights-of-way and storm water utility parcels.

### **Body**

WHEREAS, Galactic Winds LLC ("Galactic"), owned by Epic Systems Corporation, has installed a series of six wind turbine generators, in the Town of Springfield, northwest of the City of Madison; and

WHEREAS, Galactic has contracted with The Morse Group to engineer and install a private underground electric line from said wind turbine generators to the Epic Systems Corporation campus, located on the west side of the City of Verona; and

WHEREAS, the proposed private underground electric line will follow a route from said wind turbine site, along USH 12 and the West Beltline Highway; then along South High Point Road, Mid Town Road, Woods Road, and possibly several storm water utility parcels; ending at the Epic campus in the City of Verona; and

WHEREAS, Galactic has requested that the City permit the installation of said private underground electric line within City of Madison public rights-of-way of South High Point Road, Mid Town Road and Woods Road; with a possible an option of using City storm water utility parcels located between South High Point Road and Mid Town Road; and

WHEREAS, the Office of Real Estate Services has negotiated the terms and conditions for a Grant of License to Galactic Wind LLC for the installation, operation and maintenance of a private underground electronic line facilities, within the aforementioned City of Madison public rights-of-way and storm water utility parcels; and

WHEREAS, the City Engineer, Office of the City Attorney and City Risk Manager have reviewed and approve of the terms for a Grant of License to Galactic Wind LLC.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Madison hereby authorizes the Grant of License ("License") to Galactic Wind LLC ("Galactic") for the installation, operation and maintenance of a private underground electric line facilities in City of Madison public rights-of-way and/or storm water utility parcels, as generally shown on attached Exhibit A, on the following terms and conditions:

1. Galactic shall pay to the City a one-time administrative fee of \$500 as payment for the processing of said License.
2. The initial term of the License shall be twenty (20) years. Galactic may, upon agreement of the parties, renew the License for two (2) subsequent ten (10) year terms, subject to the terms and conditions of the License.
3. The annual License fee for the electric line facilities shall be Two Dollars (\$2.00) per lineal foot. Such annual license fee shall be paid in full on the commencement date of the License and on each subsequent anniversary of the commencement date. The annual License fee shall increase annually

by 4% effective as of each anniversary of the commencement date of the License.

4. The primary method of construction and installation that Galactic shall use is underground directional drilling.
5. The City shall not be responsible for any damage to Galactic's electric line facilities that may be caused by the City, its employees, contractors or others.
6. If the City, at its sole discretion, determines that the location of the Galactic electric line facilities prevents or impedes the construction of a public improvement and that no reasonable alternative is available, Galactic, at its own expense, shall relocate its facilities to accommodate the public improvement.
7. Upon the expiration, revocation, or termination of this License, Galactic, at its sole expense, shall remove from the City public rights-of-way, all underground electric line facilities installed by Galactic. To ensure compliance under this paragraph, Galactic shall keep in effect throughout the term of the License a letter of credit with performance payment clauses payable to the City.
8. Galactic shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Galactic and/or its officials, officers, agents, employees, assigns, guests, invitees, contractors or subcontractors, in the performance of this License, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, and employees.
9. Galactic and Galactic's authorized agents, contractors and subcontractors performing any construction or testing on City rights-of-way shall carry commercial general liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted, from time to time, by the City's Risk Manager: \$5,000,000 per occurrence. The policy or policies shall apply on a primary and noncontributory basis and name the City of Madison, its officers, officials, agents and employees as additional insured's. Prior to any construction activity on City rights-of-way, and as evidence of this coverage, Galactic shall furnish to the City a certificate of insurance on a form provided by the City.
10. Galactic may not assign the License without the prior written consent of the City. Before an assignment shall be effective, any assignee shall assume in writing all of the obligations of Galactic's rights under the License.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are authorized to execute any and all documents to complete this transaction.