



OFFICIAL NOTICE AND AGENDA  
of a meeting of a City Board, Commission, Department  
Committee, Agency, Corporation, Quasi-Municipal  
Corporation, or Sub-unit thereof.

A Meeting of Wausau Water Works Commission will be held in the  
Board Room, 2nd Floor City Hall, Wausau, WI 54403 at 1:30 p.m. on  
Monday, September 29, 2014.

### AGENDA

1. Roll Call
2. Approve Minutes of September 2, 2014 meeting
3. Staff Report on Utility Operations
  - FEMA Appeal Denied
  - Tapping Team
  - AT&T Contract for the West Wausau Avenue Tower
  - Rain Overwhelmed Wastewater Treatment Plant
  - Update on H2S Removal Media
  - Update on Final Clarifier #3 Project
4. Consider potential claim for damage caused by replacement of sanitary sewer lateral at 606/608 Prospect Avenue
5. Consider Disconnection Policy
6. Consider costs and potential charges for cleaning sewer mains related to Schofield lift station issues
7. Update on Cleveland Avenue lift station replacement
8. Discussion and possible action on proposal from AT&T to renegotiate lease fees for the West Wausau Avenue tower

Adjourn

Signed by: /s/ James E. Tipple  
Presiding Officer or Designee

ATTN: Newsroom  
Daily Herald

Faxed by: Lori Wunsch

Date: 09/23/2014

Time: 10:30 a.m.

THIS NOTICE POSTED AT CITY HALL

Date: 09/23/2014 Time: 10:30 a.m.

By: Patti L. Sorenson

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the City Clerk, at 407 Grant Street, Wausau, WI 54403-4783 or telephone (715) 261-6640.



## Minutes of September 2, 2014

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on September 2, 2014. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on August 28, 2014

### 1) **Roll Call**

Members present: President Tipple, Commissioners Gehin, Otto, Rebman, Winters.

Others present: Dick Boers, Dave Erickson, Deb Geier, Valerie Swanborg, Terry Larsen, Dan Kerntop, Maryanne Groat; Ken Ligman, Becher Hoppe Associates; Tonia Speener, Clark Dietz; Todd Utecht.

### 2) **Approve Minutes of August 5, 2014 meeting**

Motion by Mr. Rebman to approve the minutes of the August 5, 2014 meeting.

Seconded by Mr. Otto. Motion approved unanimously.

### 3) **Staff Report on Utility Operations**

- Well No. 11 – Staff chlorinated 3 times and was able to get the required safe tests without needing outside help to disinfect. Well is sampled quarterly.
- Cleaning of Clear Well – million gallon clear well was cleaned and inspected. Remainder of storage facilities will be done later this year.
- Effluent pH – had a few glitches with the effluent in August at the WWTP.
- Fecal Coliform Test Results – had two failures in a row. Staff cleaned the UV light system which is used from May-October, increasing the performance of the UV system. A meter can be added to current system so that staff can monitor to help avoid these issues. Increased light intensity and are currently running sand filters to make sure the results are where they should be.
- Hydrogen Sulfide Media Not Performing – methane gas has to be cleaned prior to use by the turbines. Tried using a different type of filters that was lower in price, but the filters are not appearing to work as well as was hoped.
- Hydrogen Sulfide Testing Program – staff met with Ken Ligman, Becher Hoppe, to set up a hydrogen sulfide testing program.

Motion by Mr. Winters to accept the staff report as presented and place on file. Seconded by Mr. Rebman. Motion carried unanimously.

### 4) **Consider request for billing adjustment – Todd Utecht**

Mr. Todd Utecht explained his request for a billing adjustment. On December 12, 2013, water utility read the meter at his rental home at 1703 N. 2<sup>nd</sup> St., and based on the usage the bill was over \$1000. He stated that on December 20 he received the bill, and he further indicated that he also received a letter stating that there was high usage. He indicated that he fixed a problem with a toilet the same day he received the letter. He feels he owes the first \$1000, but then the next

quarter the bill had gone higher and he doesn't feel he is responsible for the use of the water. He filed a request for a sewer adjustment which was denied. He then went on to the Attorney and Mayor's office seeking resolution, however no action was taken. He further filed a request with the PSC, they indicated that an adjustment could be made where there was an unknown leak.

Terry Larsen indicated that quarterly reading was taken on December 2, and that a letter was mailed on December 18, with the bill being mailed at the end of December. Mr. Utecht indicated that he fixed the in the lower unit the same day he received the letter advising of a high usage. Mr. Utecht indicated that he has the same tenants in the property at that time are still in the property. The June bill was also high at 31 units however the September 2 reading came in at a usage of 11 units.

Motion by Mr. Winters to remove late fees since the bill was in appeal, and to offer the lowest rate after what the typical bill would have been for the December and March bills. Seconded by Mr. Gehin. Motion carried unanimously.

Mr. Utecht added that he has a number of rental homes and that he wants to be able to disconnect the bills instead of outstanding bills going to the property taxes. Requested to have added to the agenda for next agenda.

**5) Consider Utility funding of the 2015 Ortho Photography Project (Groat)**

Dan Kerstop, GIS Analyst, explained the ortho photography project. Maps are used for a variety of mapping options for all departments and consultants. Maryanne Groat explained the financing of the photography and requested the utility to fund the project this year. Costs are expected to be approximately \$80,000. Ortho Photograph is done every 5 years as a consortium with other communities to provide the best costs. Previous mapping costs have not been charged to the Utility. President Tipple questioned if the costs for the next round of photography could be spread across all departments. For this year, costs would be split between the water and sewer utility.

Motion by Mr. Gehin to authorize payment of the ortho photography project for this year, with the understanding that there would be cost sharing for future photography projects. Seconded by Mr. Otto. Motion carried unanimously.

Mr. Winters questioned Ms. Groat about the amount of time that Engineering Department and GIS spends doing design work, and assisting the utility with other applications using the GIS. Mr. Winters requested information on the allocation for the next meeting.

**6) Make recommendation regarding the purchase of a Fixed Network Meter Reading System (Request for Proposals were opened by the Board of Public Works on August 26, 2014)**

Ms. Geier explained that RFPs were sent to Sensus, Itron, Badger and Neptune suppliers. The RFPs requested a system that would be completely compatible with our current meter reading system and radio boxes/meters. Since our current boxes were put in approximately 8 years ago, at a cost of over \$1,000,000 it was not the intent of the water utility to have to replace reading boxes. Ferguson Water Works, representing Neptune was the only vendor to provide a proposal in the amount of \$84,500.

Motion by Mr. Winters to approve the purchase of the fixed network. Seconded Mr. Rebman. Motion carried unanimously.

**7) Make recommendation regarding the purchase of aluminum sulfate for the Wastewater Treatment Plant (Bids were opened by the Board of Public Works on August 26, 2014)**

Hydrite Chemical was the low bidder at \$0.1090/lb.

Motion by Mr. Rebman to approve purchase of aluminum sulfate from Hydrite chemical for

the Wastewater Treatment plant. Seconded by Mr. Gehin. Motion carried unanimously.

**8) Consider meeting with Rib Mountain Metropolitan Sewerage District to discuss Future Phosphorus Requierments and Cooperative Agreements**

A number of years ago Wausau Water Works Commission met with Rib Mountain Metropolitan Sanitary District leaders to discuss future of the two wastewater plants. After numerous meetings, the discussion was dropped. Ken Johnson recently called Dave Erickson regarding phosphorus requirements. One of the issues being looked at was a process to do phosphorus removal. Discussion was also initiated again about there being only one wastewater plant, which would likely be in Rib Mountain. Mr. Johnson requested a joint meetitng of the utility commissions to discuss possibilities. Mr. Gehin indicated that in his travels he has seen issues in many communities regarding the phosphorus concerns. Mayor Tipple added that Mosinee did an analysis on their WWTP and it was found that going with RMMSD was a more cost effective solution.

Mayor Tipple directed staff to schedule a meeting with RMMSD in October to explore opportunities to discuss possible consolidations.

Dick Boers gave a heads up regarding a request from AT&T to renegotiate lease fees for the West Wausau Avenue tower. This item will be on the agenda for the October meeting.

**9) Adjourn**

There being no further business to discuss, motion was made by Mr. Otto to adjourn the meeting. Seconded by Mr. Rebman. Motion carried unanimously.



September 23, 2014

**MEMORANDUM**

**TO:** President Tipple  
Commissioner Gehin  
Commissioner Otto  
Commissioner Rebman  
Commissioner Winters

**FROM:** Dave Erickson, Wastewater Superintendent  
Deb Geier, Utility Resource Manager

**SUBJECT:** Staff Report –September 2014

**DRINKING WATER DIVISION**

1. The FEMA appeal has been denied so there will be no funding assistance for the expenses from the past winter.
2. The Tapping Team, which consists of Ryan Fischer, Shannon Lane, Rick Dorn and Brandon Ball, competed at the Wisconsin Water Association Conference taking an impressive 3<sup>rd</sup> place.
3. AT&T has requested to have their contract reevaluated for the West Wausau Avenue tower. This item will be discussed on the agenda. Currently they pay \$24,000 per year with that cost to increase to \$28,000 in 2015.

**WASTEWATER DIVISION**

1. The rain on September 3<sup>rd</sup> and 4<sup>th</sup> overwhelmed the wastewater treatment plant. Our flow increased from a normal of about 3 mgd to 23 mgd because of infiltration. Final clarifier #3 was also out of service for repair so our capacity was reduced. The outfall from the aeration tanks spilled over the channel leading to final clarifiers #1 and #2 and drained to the river. We lost an estimated 300,000 gallons of wastewater that did not go through the final clarifiers and an estimated total of 1,900,000 gallons of otherwise treated water that bypassed the UV disinfection system. We submitted a Sanitary Sewer Overflow report to the WDNR and are working with Becher Hoppe on a follow-up report.
2. Sierra Environmental recommended we add a second fog nozzle to maintain moisture in the digester gas stream and replaced the H<sub>2</sub>S removal media that hadn't performed as expected. We are monitoring the system and hope we have solved the problem.

3. JF Ahern has completed the demolition phase of the Final Clarifier #3 project and are rebuilding the mechanical portions of the clarifier. They will be back in late October to finish the project.

# AGENDA ITEM #6

**Dave Erickson**

**From:** Sheila Mabry  
**Sent:** Tuesday, September 16, 2014 10:30 AM  
**To:** Dave Erickson  
**Subject:** Schofield info

14/09/16-10:27 City of Wausau September 16 2014 Page 2  
 JC710 Detail Job Status Report  
 for the period January 1, 2014 to September 30, 2014

Job Area : SW Sewer Utility Job : SW910-50-4 Billable Schofield forced mai Year : 14

Cost/Rev	Curr.Yr Estimate	Period Actual	Current Year Statistics				Variance	% Unexp
			Actual	Committed	Total			
0910 Labor		817.97	817.97		817.97	817.97-		
2000 Equipment Rent		726.53	726.53		726.53	726.53-		
2210 Water		120.00	120.00		120.00	120.00-		
<b>Gross Cost</b>		<b>1,664.50</b>	<b>1,664.50</b>		<b>1,664.50</b>	<b>1,664.50-</b>		

Cost/Rev	by Job Obj	Item/Veh/Empl.#	Date	Hours/Quantities	Rate	Total Bill	ID #
0910 Labor							
1210 Regular Wages							
10812		RYE, KENNETH	08/29/14	2.00	25.04	50.08	
11754		CARMAN, SCOTT	08/29/14	6.00	22.24	133.44	
11943		RADUECHEL, NATHANIAL	08/29/14	3.00	16.47	49.41	
Regular Wages			Sub-total		11.00	232.93	
1220 Overtime (1.5)							
10812		RYE, KENNETH	08/28/14	3.00	25.04	112.68	
Overtime (1.5)			Sub-total		3.00	112.68	
1350 Compensatory Pa							
11754		CARMAN, SCOTT	08/28/14	3.00	22.24	100.08	
Compensatory Pa			Sub-total		3.00	100.08	
9999 Overhead							
10812		RYE, KENNETH	08/28/14		83.53	94.12	
11754		CARMAN, SCOTT	08/28/14		83.53	83.60	
10812		RYE, KENNETH	08/29/14		83.53	41.83	
11754		CARMAN, SCOTT	08/29/14		83.53	111.46	
11943		RADUECHEL, NATHANIAL	08/29/14		83.53	41.27	
Overhead			Sub-total			372.28	
Total Labor				17.00		817.97	
2000 Equipment Rent							
2000 Motor Pool							
0000002510		14 WSTRNSTR 0000004700	08/28/14	2.90	100.48	291.39	
0000002538		04 FORD F250	08/28/14	2.20	15.10	33.22	
0000002510		14 WSTRNSTR 0000004700	08/29/14	4.00	100.48	401.92	
Motor Pool			Sub-total		9.10	726.53	
Total Equipment Rent				9.10		726.53	
2210 Water							

2210 Water

**AGENDA ITEM #6**

WATER H	Water (Hydrant Non Metered)	08/28/14	3,000.00	.01	300,153.13
WATER H	Water (Hydrant Non Metered)	08/29/14	9,000.00	.01	900,153.13

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City of ~~San Jose~~ **AGENDA ITEM #6**

Detail Job Status Report  
for the period January 1, 2014 to September 30, 2014

Water	Sub-total	12,000.00	1200,306.26
Total Water		12,000.00	1200,306.26

	Curr. Yr Estimate	Periods	-----Current Year-----				
		Actual	Actual	Committed	Total	Variance	% Unexp
Grand Total net Cost		1,664.50	1,664.50		1,664.50	1,664.50-	

## AGENDA ITEM #8

**Dick Boers**

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**From:** Andrew Hart [ahart@md7.com]  
**Sent:** Friday, August 29, 2014 3:43 PM  
**To:** Dick Boers  
**Subject:** 10124163 AT&T Term Sheet  
**Attachments:** 10124163 AT&T Term Sheet.pdf

Dear Mr. Boers,

Thanks for taking time out of your day to speak with me about your site located at 2700 West Wausau Avenue. Per our discussion, AT&T is currently undertaking a review of its network in order to remain competitive in an ever-evolving industry fueled by rapidly advancing technology. Changes in consumer needs have forced carriers to reevaluate how and where they build their networks, and in turn, how they derive value from their site leases.

I've attached the revised Lease terms that your Tenant, AT&T, is proposing. Per our discussion, I have also attached a hyperlink to an AT&T press release which discusses one way that they are utilizing new, smaller antennas to meet their changing needs from the network.

Article: [http://about.att.com/newsroom/Mobilizinmagic at walt disney world resort and disneyland resort.html](http://about.att.com/newsroom/Mobilizinmagic%20at%20walt%20disney%20world%20resort%20and%20disneyland%20resort.html)

After having reviewed the attached proposal, please contact me so we can discuss how to proceed.

I look forward to speaking with you soon,

Andrew

**Andrew Hart**  
Md7 | Lease Consultant  
10590 West Ocean Air Drive, Suite 300  
San Diego, CA 92130  
o 858.799.7888 | f 858.430.3463  
[ahart@md7.com](mailto:ahart@md7.com)

## AGENDA ITEM #8



August 29, 2014

Dick Borsch  
Wausau Water Works  
407 Grant St.  
Wausau, WI 54403

Re: Communications Facility located at 2700 WEST WAUSAU AVENUE, WAUSAU, WI 54403

Contract #: 113292 FA#: 10124163

Dear Mr. Boers,

As you are aware, AT&T Mobility ("AT&T") has partnered with Md7 to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network.

### **Changes in the Wireless Industry**

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

### **Eliminating Risk and Increasing Value**

AT&T is addressing this shift by reviewing its cell site portfolio. AT&T has partnered with Md7 to offer selected landlords like you the opportunity to minimize the business risks associated with industry uncertainties and to increase the value of your cell site lease.

### **Criteria for Cellular Site Retention/Rent Guarantee Period**

AT&T is willing to offer the following option to secure a longer-term lease with you:

- ▣ **\$19,000.00** per year, commencing **January 01, 2015**
- ▣ **5 %** rent increase every 5 years, commencing **January 01, 2020**
- ▣ Extension of Lease through **December 31, 2044**

AT&T will modify its termination rights under the lease to guarantee your rental income in the amount of **\$95,000.00** for the next 60 months.

In order to maintain its long-term flexibility, AT&T will also require the following lease provisions to address future technological and network changes:

## AGENDA ITEM #8

### ☐ Expansion of Permitted Use

“Lessee, its personnel, invitees, contractors, agents, sublessees, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of this Lease for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Lessor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessor does not comply with the terms of this section, in addition to any other rights it may have at law, Lessee may terminate this Lease and shall have no further liability to Lessor. If Lessor does not comply with the terms of this section, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor’s default and to deduct the costs of such cure from any monies due to Lessor from Lessee.”

### ☐ Expansion of the Premises

“Lessor grants, to the extent practicable and on a space available basis, the Lessee the right to enlarge the Premises or the Lessor shall make space available on the Property for Lessee so that Lessee or its authorized sublessees may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communications Facility or to any equipment related thereto, or for any other reasons, as determined by Lessee in its sole discretion. Should Lessee exercise the right to expand the Premises, Lessee will pay and Lessor will accept as additional Rent under the Lease an amount equal to the then current rent calculated on a per square foot basis as multiplied by each additional square foot added to the Premises. Upon notice to Lessor, a description and/or depiction of the modified Premises ground will become part of the Lease without any additional action on the part of Lessee and Lessor; however, at the request of Lessee, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Property, which either party may record at its option.”

### ☐ 24/7 Access

“Lessor hereby grants to Lessee, its authorized sublessees, and to any public or private utility serving Lessee’s Communications Facility or related equipment, access to the Premises and to and over the Property twenty-four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment related to such Communications Facility as such access is deemed necessary by Lessee, in its sole discretion, without the requirement of notice by Lessee to Lessor. In the event that any public or private utility serving Lessee’s Communications Facility is unable to use the access provided to Lessee, the Lessor hereby agrees to grant additional access to Lessee or to such public or private utility, for the benefit of Lessee, at no cost to Lessee and pursuant to the same terms and conditions as noted above. The terms and conditions regarding access in the Agreement remain in full force and effect, except as modified by this paragraph.”

### ☐ Rental Stream Offer

## AGENDA ITEM #8

"If at any time after the date of this Agreement, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this Agreement ("**Rental Stream Offer**"), Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within the ninety (90) day period, Lessor may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Lessor attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Lessor complies with this Section."

### ☒ Sublease Rights

"Lessee may sublease all or any portion of the Premises to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Sublessee") upon such terms and conditions as Lessee and Sublessee shall agree (each such agreement a "Sublease"), upon notice to Lessor. From and after the Effective Date hereof, provided a Sublease is subject to the terms and conditions of the Agreement as amended hereby and in consideration of the amended terms herein, Lessor's consent to a Sublessee or Sublease will not be required. Notwithstanding any terms in the Agreement to the contrary, no revenue sharing from sublessees shall be due to Lessor nor shall Lessor be responsible to review plans from Lessee or its sublessees."

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to September 9, 2014. Thank you for your consideration.

Sincerely,

### **Andrew Hart**

Md7 | Lease Consultant  
10590 West Ocean Air Dr.  
San Diego, CA 92130  
o (858) 799-7888  
f (858) 430-3463  
ahart@md7.com

### **Authorized Agent for AT&T Mobility**

cc: Gregory D. Ohmer  
*Area Manager Real Estate Transaction, AT&T Mobility*



# Municipal Water Tower Leases: How to Avoid Selling Your Soul to the Cellphone Company

WWA 2014 Technical Conference  
La Crosse, WI

Anita T. Gallucci,  
Attorney  
608.283.1770  
agallucci@boardmanclark.com

**boardman  
& clark** **lc**  
LAW FIRM  
1 S. Pinckney St., Suite 410  
PO Box 927  
Madison, WI 53701  
boardmanclark.com



You're in the in the water utility  
business, not the cell tower  
business.

**boardman  
& clark** **lc**  
LAW FIRM

### Be Wary of What Site Acquisition Agent Tells You

- Must Get to Agreement Quickly or Carrier Will Lose Interest
- Carrier Will Walk If You
  - Insist on too many changes to Agreement
  - Demand a higher rent payment
- Change in Law Has Lessened Value of Water Towers
- Avoid the End Around Play



### Terms You Should Insist On

- Upfront Payment for Professional Fees
  - Engineering Fees
  - Legal Fees
- No Construction Until Detailed Plans Are Approved in Writing
- Carrier Must Submit New Plans for Upgrades or Additional Equipment
  - Approval in Writing
  - Upfront Payment for Professional Fees
  - Increased Rent

*> insist of deposit eg 10,000+ up front reimburse 100% of costs*

*what process is required?  
detailed Plans*



*Annual Escalators*

**Terms You Should Insist On**

- Fixed Rent Commencement Date
- Annual Rent Escalator of 3 to 5 Percent
- A Performance or a Removal Bond/Deposit
- Carrier Pays Extra Costs Associated with Tower Painting *2 estimates*
- Carrier Pays Taxes Associated with Its Use of Property
- • Carrier Pays for After Hours Call Outs

*Bond \$10,000 - 20,000*



*Requirement of utility specified contractor needs to be a term of agreement.*

**Terms You Should Insist On**

- Termination on Carrier's Uncured Default
- Termination on Decommissioning of Tower
- Adequate Levels of Insurance Coverage
- Post Installation Inspection/As Builts
- Non-Interference with New/Existing Municipal and Public Safety Equipment
- Removal of Improvements to Depth of 4'

*\$1,000,000 not enough  
shd be at least  
\$5,000,000*

*Removal of pad & footings*

*Hold over of equipment - charge 3% rent*



### Terms You Should Avoid

- Mutual Indemnification\*\*
- Landlord’s Environmental Warranty
- Landlord Insurance Requirements (Additional Insured)
- Limitation on Damages
- Warranties as to Title, Fitness
- Unsupervised Access to the Tower
- Carrier’s Right of First Refusal



### \*\*Indemnification

- Never Agree to Indemnify the Carrier, Because:
  - Waives your governmental immunity/liability limits
  - Likely no insurance coverage for contractual liability
  - Rent never high enough to justify the risk

*City has statutory protection \$50,000 \$250,000 vehicle*



## Terms You Will Likely Have to Accept

- Long Lease Term
- Renewals Terms at Carrier's Option Only
- Liberal Assignment Provision



*Adding generators to site - if diesel make sure environmental conditions are met.*

*Ave rent \$2300 -*

## QUESTIONS



1 S. Pinckney St., Suite 410  
PO Box 927  
Madison, WI 53701  
boardmanclark.com