



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 21639**

**File ID:** 21639

**File Type:** Resolution

**Status:** Report of Officer

**Version:** 1

**Reference:**

**Controlling Body:** PLAN  
COMMISSION

**File Created Date :** 03/07/2011

**File Name:** 9388 MMSD Southwest Interceptor Reso Revised

**Final Action:**

**Title:** Amending Resolution 18619 to revise the Assignment and Agreement between the City of Madison and Madison Metropolitan Sewerage District, and acceptance of a Quit Deed from Madison Metropolitan Sewerage District to the City of Madison for all rights and title to a continuous portion of the Southwest Interceptor, at no cost to the City of Madison.

### Notes:

**CC Agenda Date:**

**Agenda Number:** 8.

**Sponsors:** Brian L. Solomon and Julia S. Kerr

**Enactment Date:**

**Attachments:** 9388 Amended Easement Descriptions.pdf, 9388 SWI Transfer map2011\_FINAL\_2011-02-16.pdf

**Enactment Number:**

**Author:** Jerry Lund, Real Estate Agent III

**Hearing Date:**

**Entered by:** afreedman@cityofmadison.com

**Published Date:**

### Approval History

Version	Date	Approver	Action
1	03/07/2011	Daniel Bohrod	Approve

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	03/07/2011	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Board of Public Works, Plan Commission.				
1	COMMON COUNCIL	03/15/2011	Refer	BOARD OF PUBLIC WORKS		04/06/2011	Pass
	<b>Action Text:</b>		A motion was made by Ald. Cnare, seconded by Ald. Bruer, to Refer to the BOARD OF PUBLIC WORKS. The motion passed by voice vote/other.				
	<b>Notes:</b>		Additional referral: Plan Commission.				

1	BOARD OF PUBLIC WORKS	03/15/2011	Refer	PLAN COMMISSION	03/21/2011	
	<b>Action Text:</b>	This Resolution was Refer to the PLAN COMMISSION				
	<b>Notes:</b>					
1	PLAN COMMISSION	03/21/2011	Return to Lead with the Recommendation for Approval	BOARD OF PUBLIC WORKS	04/06/2011	Pass
	<b>Action Text:</b>	A motion was made by Cnare, seconded by Olson, to Return to Lead with the Recommendation for Approval to the BOARD OF PUBLIC WORKS. The motion passed by voice vote/other.				
	<b>Notes:</b>					
1	BOARD OF PUBLIC WORKS	04/06/2011	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER			Pass
	<b>Action Text:</b>	A motion was made by Ald. Skidmore, seconded by Fix, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.				
	<b>Notes:</b>					

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**Text of Legislative File 21639**

**Fiscal Note**

No fiscal or budgetary impact.

**Title**

Amending Resolution 18619 to revise the Assignment and Agreement between the City of Madison and Madison Metropolitan Sewerage District, and acceptance of a Quit Deed from Madison Metropolitan Sewerage District to the City of Madison for all rights and title to a continuous portion of the Southwest Interceptor, at no cost to the City of Madison.

**Body**

WHEREAS, Resolution 18619 authorized the execution of an Assignment and Agreement between the City of Madison and Madison Metropolitan Sewerage District ("MMSD"), for a sewer interceptor line located along and near Lake Wingra, the Southwest Bike Path corridor, Odana Golf Course and Orchard Ridge Valley Park, a.k.a., the Southwest Interceptor (the "SWI"); and

WHEREAS, the City of Madison Engineering Division and MMSD have revised the amount of sewer interceptor line that is to be part of the Assignment and Agreement; and

WHEREAS, MMSD and the City have agreed to convey only that portion of the SWI that is located along and near the Odana Golf Course and Orchard Ridge Valley Park as shown on Exhibit B, at no cost to the City; and

WHEREAS, the City and MMSD have negotiated the terms and conditions of an Assignment and Agreement whereby the City will accept the ownership of a portion of the SWI by way of a Quit Claim Deed; and

WHEREAS, the City Engineering Division and City Attorney have reviewed the MMSD Assignment and Agreement, and approve of the terms and conditions; and

NOW, THEREFORE, BE IT RESOLVED that Common Council of the City of Madison (the "City") authorizes the execution of the Southwest Interceptor Assignment and Agreement (the "Agreement") between the City and Madison Metropolitan Sewerage District ("MMSD"), and acceptance of a Quit Claim Deed from MMSD for the all rights and interests of a portion of the Southwest Interceptor (the "SWI), more particularly described on attached Exhibit A and

depicted on attached Exhibit B; subject to the following terms and conditions:

1. Description of SWI Facilities. MMSD agrees to assign to the City, at no cost to the City, all rights and interests to a portion of the Southwest Interceptor facilities described in attached Exhibit A (the "Facilities"), and the City acknowledges such dedication by acceptance of a Quit Claim Deed executed by MMSD.
2. No Personal Property. The transactions contemplated by the Agreement do not include any personal property.
3. Representations. MMSD represents the following:
  - a) No Adverse Possessors. There are no parties in possession of any portion of the Facilities as tenants at sufferance or trespassers.
  - b) No Lessees. There are no parties in possession of any portion of the Facilities as lessees.
4. Miscellaneous.
  - a) Cooperation. The parties each agree at any time or from time to time at the written request of any other to sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of the Agreement.
  - b) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of the Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.
  - c) Benefit and Burden. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns. The provisions herein contained shall survive recordation of a Quit Claim Deed for all rights and interests in said Facilities and shall not be merged therein.
  - d) Entire Agreement. The Agreement contains the entire agreement between the parties and any modification, alteration or addendum to the Agreement shall be valid only when written and executed by both parties.
  - e) Severability. If any non-material part, paragraph, or article of the Agreement shall be determined to be invalid, or otherwise unenforceable, the validity of all the remaining parts, paragraphs, and articles shall not be affected thereby. Any such non-material parts, paragraphs, or articles shall be deemed severable.
  - f) Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of or applicable to the State of Wisconsin.
  - g) Headings. The headings in the Agreement are meant for reference purpose only and shall not in any way affect the meaning or interpretation herein.

BE IT STILL FURTHER RESOLVED, that Resolution 18619 be amended to allow the execution of an Assignment and Agreement between the City of Madison and MMSD for only that portion of the SWI that is located along and near the Odana Golf Course and Orchard Ridge Valley Park, at no cost to the City

BE IT STILL FURTHER RESOLVED, that the Mayor and Clerk are authorized to sign any and all documents and legal instruments required to complete the transactions contemplated in the resolution.