

**INTERGOVERNMENTAL AGREEMENT REGARDING THE TRANSFER OF THE
RIK SANITARY SEWER**

Between the City of Madison and the Madison Metropolitan Sewerage District

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as “City”) and the Madison Metropolitan Sewerage District (hereinafter referred to as “District”), is effective as of the date by which all parties have signed hereunder (the “Effective Date”).

WITNESSETH:

WHEREAS, Section 66.0301 of the Wisconsin Statutes, authorizes cities, villages, towns, counties, metropolitan sewerage districts and other specified public agencies to enter into agreements for the joint exercise of any power or duty required or authorized by law; and,

WHEREAS, the District, as a metropolitan sewerage district, organized under Section 200.01 et seq., Wis. Stats., provides sewerage service to the City, as well as other municipalities; and,

WHEREAS, the District owns and operates an interceptor sewer known as the "West Interceptor - Esser Pond Extension"; and,

WHEREAS, the City owns and operates a sewer main known as the “RIK Sanitary Sewer” that discharges directly to the “West Interceptor - Esser Pond Extension”; and,

WHEREAS, a portion of the RIK Sanitary Sewer (the “Facilities”) serves both the City of Madison and the City of Middleton; and,

WHEREAS, the Facilities are more specifically described in Section 2 of this Agreement.

WHEREAS, it is standard practice for the District to own and operate sewer mains/interceptors that service multiple municipalities within its service area; and,

WHEREAS, the Facilities have been televised and is in serviceable condition; and,

WHEREAS, the District has indicated its willingness to acquire the Facilities from the City, and the City has indicated its willingness to convey the Facilities to the District at no cost, which transfer will be in the best interest of the City, the District, and other users of the Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration moving from each party to the other, it is hereby agreed as follows:

1. Scope. This Intergovernmental Agreement Regarding the Transfer of the RIK Sanitary Sewer (“Agreement”) relates to the terms upon which the City will transfer a portion of the RIK Sanitary Sewer to the District.
2. Facilities. This Agreement applies to that portion of the RIK Sanitary Sewer, as established by the sanitary sewer easement conveyed from the City of Middleton to the City of Madison on August 17, 1989 by Doc. No. 2212506 (the “Easement”), described as follows: commencing at the District’s manhole MH05-316A, and continuing westerly to and including the City’s structures SAS 2244-001 & SAS 2244-002, as shown on the attached Facilities Transfer Map. The Facilities to be transferred are summarized as follows:

24-inch RCP interceptor sewer	677 feet
Manholes	2

3. Transfer. Within 30 days of the Effective Date, the City will transfer, assign, convey, and quit claim unto the District all its right, title and interest in and to the Facilities, including assigning the District its rights under the Easement.
4. Representations. The Facilities were inspected by the City by closed-circuit television in 2017 and the televising videos were submitted to the District in late 2017 for its review. The City makes no warranties of any kind or of any nature with respect to said Facilities, but does affirm that the Facilities are in satisfactory condition and that no defects were found that required repair in accordance with current City standards.
5. Acceptance. The District agrees to accept the conveyance of the Facilities, and upon said conveyance the District assumes all responsibility of ownership, operation, maintenance, repair, and replacement of said Facilities and acknowledges that except as provided in Section 4 of this Agreement, no representations as to the condition or repair of the same have been made by the City prior to the execution of this Agreement.
6. Non-Discrimination. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor, or person who offers to subcontract on this Agreement, because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
7. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions,

agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

8. Authority. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement, and that the person or persons executing this Agreement on its behalf is authorized to do so.

9. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR THE MADISON METROPOLITAN SEWERAGE DISTRICT



Michael Mucha, Executive Director

April 19, 2024

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

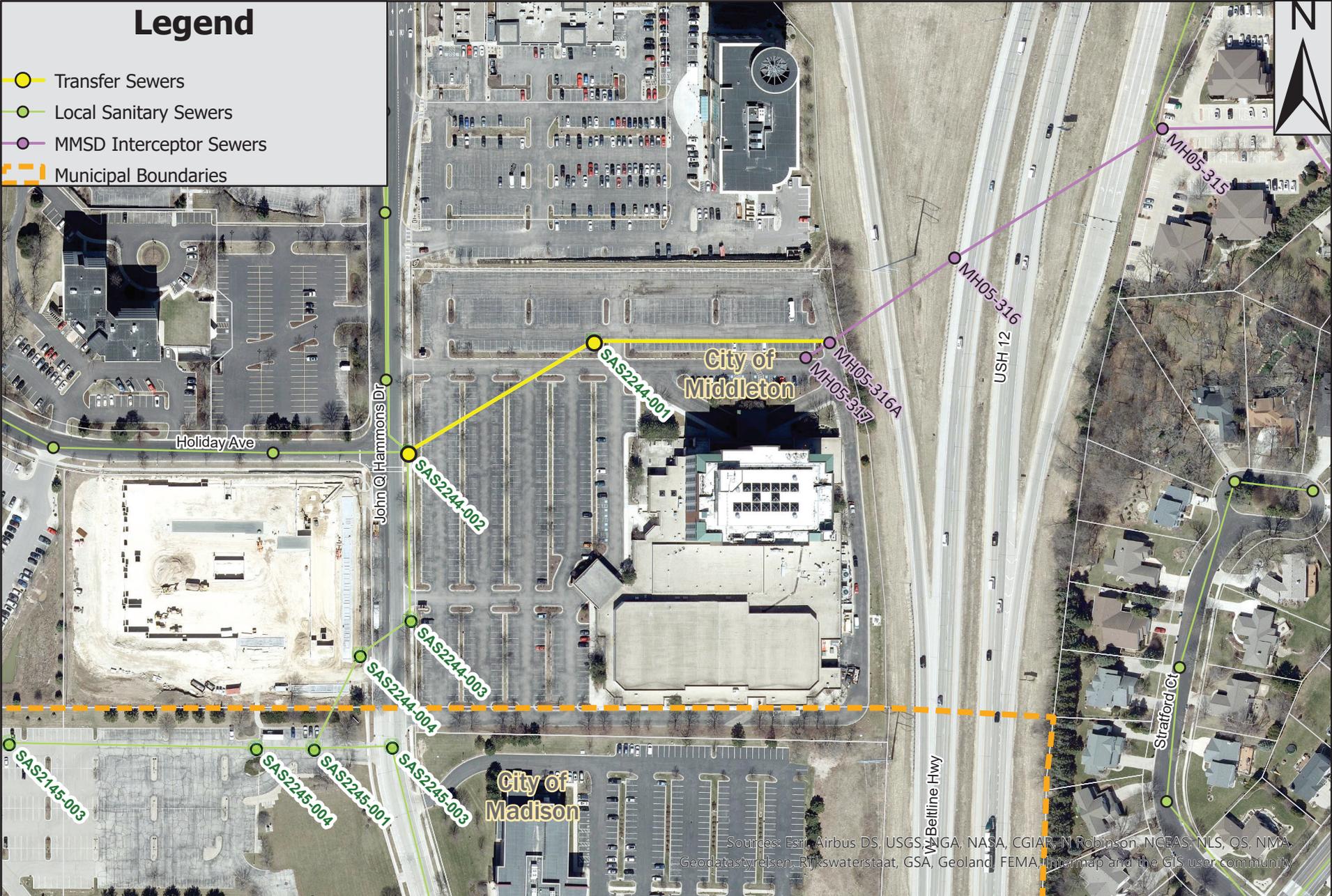
Michael Haas, City Attorney

Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES-24-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 2024.

Legend

- Transfer Sewers
- Local Sanitary Sewers
- MMSD Interceptor Sewers
- Municipal Boundaries



Sources: Esri, Airbus DS, USGS, NOAA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Madison Metropolitan Sewerage District

Sewer Transfer Map

User Name: curts
Date: 9/7/2023