

**AGREEMENT FOR PROVISION OF SANITARY SEWER SERVICE  
BETWEEN THE  
CITY OF MADISON  
AND  
TOWN OF MIDDLETON**

For the Pioneer Pointe Development

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**THIS AGREEMENT** is made and entered into by and between the City of Madison, a Wisconsin municipal corporation, (hereinafter "City") and the Town of Middleton, a Wisconsin body politic, located in Dane County, Wisconsin (hereinafter "Town"), and is effective as of the date by which all parties have signed hereunder.

**WHEREAS**, the City and the Town are adjacent municipalities; and

**WHEREAS**, the City owns and operates a sanitary sewer utility providing service to properties primarily within the City; and

**WHEREAS**, under the terms of the Final City of Madison and Town of Middleton Cooperative Plan Under Section 66.0307, Wisconsin Statutes dated September 29, 2003, Pioneer Road is to generally serve as the municipal boundary between the City and the Town through at least 2042; and,

**WHEREAS**, JEKY, LLC, a Wisconsin limited liability company (the "Developer"), has the right to acquire certain lands in the Town located to the west of Pioneer Road and south of Mineral Point Road consisting of the Tumbledown Trails Golf Course and some surrounding lands, and wishes to redevelop the lands with 89 single family homes and a renovated golf course (the "Pioneer Pointe Development"), and has expressed a desire to connect these lands to the City sewer located east of Pioneer Road; and,

**WHEREAS**, the Town is agreeable to allowing the City to provide sanitary sewer service to the Pioneer Pointe Development on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the City is agreeable to extending its sanitary sewer services to serve the Pioneer Pointe Development and those current and future property owners within the development's service area upon the terms and conditions set forth in this Agreement; and

**WHEREAS**, §66.0301, *Wis. Stats.*, authorizes Wisconsin cities and towns to enter into cooperative agreements for the receipt or furnishing of services, including sanitary sewer service.

**NOW, THEREFORE**, the City and Town agree as follows:

**1. Definitions.** When used in this Agreement, the following terms shall have the meanings set forth below:

(a) "*Pioneer Pointe Service Area*" means the area within the Town known as, or to be known as, Pioneer Pointe, and depicted as the "Proposed CUSA Boundary" on Exhibit A, where the City will provide sanitary sewer services under this Agreement.

(b) "*MMSD*" means the Madison Metropolitan Sewerage District.

- (c) "Town Customers" shall mean the owners or lessees of any properties within the Pioneer Pointe Service Area who connect to the City sanitary sewer.

**2. Service Area.** The sanitary sewer service area covered by this Agreement shall consist of the Pioneer Pointe Service Area. The sanitary sewer service area created by this Agreement may be amended only by written agreement between the Town and the City.

**3. Provision of Sanitary Sewer Service.** The City agrees to provide public sanitary sewer service to all properties within the Pioneer Pointe Service Area upon the terms and conditions set forth in this Agreement. Service to each Town Customer shall be conditioned upon the installation of service laterals by or on behalf of the Town Customer in accordance with generally applicable standards of the City and payment of standard City connection charges and fees. Nothing in this Agreement shall be construed to prohibit the City from refusing service, or from discontinuing any existing service, to any Town Customer as a result of nonpayment or a violation of any generally applicable ordinance or rule regulating the use of City utilities, provided that the City shall not discriminate in the provision or terms of service based on the location of the customer in the Town as opposed to the City. The City will provide service to accommodate sanitary discharges from not less than 89 low density residential units plus 14.11 acres of commercial development with an estimated  $\pm 750$  gallons of water usage per commercial acre per day. The City reserves the right for denial of new connections to the City sewer based upon residual capacity limits of the sewer after the minimum guaranteed service is achieved.

**4. No Annexation or Attachment.** The City shall not require or cause any property within the Pioneer Pointe Service Area to annex, attach, or commit to annex or attach, to the City as a condition of initial or continued sanitary sewer service to the property.

**5. Infrastructure Construction.**

- (a) Construction Obligations. The City's obligation to provide service in any part of the Pioneer Pointe Service Area shall be conditioned upon the complete and satisfactory construction of the sanitary sewer mains, related manholes and other sanitary sewer related facilities necessary to serve the Pioneer Pointe Service Area (collectively the "Sewer Facilities") as provided herein and pursuant to plans approved by the City. The construction of the Sewer Facilities shall be the responsibility of the Town or the Developer and the City shall not be obligated to pay any part of the cost thereof. It is the intent of the parties that the City is not required to incur any unreimbursed costs for the initial planning, permitting, construction and connection of the Sewer Facilities. Where this Agreement allocates responsibility to the Town for construction, payment of any costs or other requirements related to the Sewer Facilities (the "Sewer-Related Obligations"), the parties acknowledge that the Town intends to assign that responsibility to the Developer through a separate development agreement between the Town and the Developer (the "Development Agreement"). Upon approval of the Development Agreement by the City, the Town shall have no further obligation for any Sewer-Related Obligations except as specifically set forth therein. The Development Agreement shall include surety provisions, giving the Town or the City recourse in the event of non-performance by the Developer to ensure completion of the improvements and payment of any amounts due to the Town or City under this Agreement. The Development Agreement shall designate the City as a third-party beneficiary thereof with respect to those provisions applicable to

the Sewer Facilities, including the right to enforce the same. The obligations for construction of the Sewer Facilities contained herein are intended only as preconditions to the provision of City sanitary sewer service in the Pioneer Pointe Service Area by the City and does not constitute an affirmative obligation of the Town or the City. In the event the Sewer Facilities in any phase are constructed, but not in accordance with the provisions hereof, the City shall be entitled to refuse to extend sanitary sewer service through such facilities until the requirements have been met. Alternatively, the City may decide to make the necessary repairs or improvements to the constructed Sewer Facilities and specially assess the benefited properties as provided for in Section 9.

- (b) Phased Construction. The Developer may desire to redevelop the Pioneer Pointe Development in phases. If that is the case, the Sewer Facilities may also be constructed in phases. Any such phased development and construction of the Sewer Facilities shall be approved by the City as part of its review of engineering plans for the Sewer Facilities.
- (c) Town Approval of Extensions. No construction of Sewer Facilities, or any subsequent extension thereof or addition thereto, shall be commenced until the Town has provided notice to the City that it has entered into a Development Agreement governing the specified scope of construction. Such approval shall be deemed authorization for the City to provide service through the facilities included in the approved extension upon completion of construction thereof.
- (d) Construction Obligations. Each Development Agreement between the Town and the Developer for construction of Sewer Facilities shall require the Developer to:
  - (1) Design the Sewer Facilities and obtain approval of such plans from the Common Council of the City prior to the commencement of any construction thereof. Such approval shall be based on generally applicable City standards and good engineering practices. Such plans shall utilize public rights-of-way unless otherwise allowed by the Common Council. All sewers constructed outside of the public right of way shall be constructed in a permanent twenty (20) feet wide easement with a permanent crushed stone access road sufficient to support the City's maintenance vehicles. The City may require a wider easement where sewer are constructed at depths greater than standard depth. The permanent easement shall prohibit structures, trees, landscaping and any other features that will interfere with the City's ability to maintain the sewer system. Easement language shall be approved by the City Engineer prior to recording of the document. The City shall require compliance with the City's standard specifications for sanitary sewer construction.
  - (2) Within ninety (90) days of the execution of the Development Agreement, provide the City with a deposit to cover the City's cost of design, review, construction inspection, preparation of GIS as-built surveys, and televising of sewer mains by City crews upon completion of the construction of the Sewer Facilities in each phase. The deposit shall be an amount to be determined by the City based upon the City's actual costs to perform such work on similar projects. Upon acceptance of the improvements, the City will determine the City's actual cost attributable to the Pioneer Pointe project consistent with the methods used to determine City costs for new subdivisions in the City.

Unused funds shall be refunded and the Developer shall pay any cost over the deposit amount. The City may recover from the Developer all costs related to this development incurred by the City after January 1, 2019.

- (3) Comply with public bidding requirements, if applicable.
- (4) Select and contract with one or more contractor(s) prequalified with the City for construction of the infrastructure improvements.
- (5) Obtain any easements or other land rights necessary for the installation, operation, maintenance, repair or replacement of the Sewer Facilities by the City for any areas outside of the public right-of-way.
- (6) Provide the City with a schedule of construction, arrange a preconstruction meeting between the Developer, contractors, affected utilities, the Town and the City, and afford the City the opportunity to inspect any portion of the construction as it determines appropriate. The City shall not accept the Sewer Facilities as complete until the City Engineer determines that the Sewer Facilities have been inspected by the City and determined to have met the requirements of the plans and specifications.
- (7) Backfill and compact trenches and complete roadway and drainage facilities as required by the Town. Any failures or warranty issues related to proper compaction of trench backfill related to the initial installation of the facilities shall be the responsibility of the Developer including but not limited to repairs to street, curb, sidewalk, ditches, culverts, driveways, replacement of soil, or recompaction of soil.
- (8) Convey the Sewer Facilities to the City at no cost to the City.
- (9) Provide the City with a minimum 1-year warranty against defects in materials or labor furnished by the contractor from Council acceptance under Subsection (e).
- (10) Install automated water meters on the outside of each structure connected to the Sewer Facilities, or require future lot owners to install such meters before using the Sewer Facilities. The water meters shall be provided by the Madison Water Utility and may be installed by the Water Utility. If necessary, the Water Utility may need to install a system repeater in the Pioneer Pointe Service Area in order to transmit meter readings to the City's network. The Developer shall be responsible for the costs of the repeater, the mounting apparatus, and installation thereof.
- (11) Pay all applicable MMSD fees and generally applicable City area connection charges and sanitary sewer impact fees at the time of plan approval.
- (12) Ensure that all buildings connected to the City sewer have whole house backwater prevention valves installed. The individual property owners, not the Town or the City, shall be responsible for the maintenance of the valves.
- (13) Ensure that no connection is made to the sanitary sewer if the connection

pipe is carrying flow from the building foundation drain. Any such connections shall be eliminated upon notification by the City. If not eliminated, the City may terminate service to the property and take other actions consistent with the rules of service.

- (14) Install City supplied marker balls above all sanitary sewer laterals in accordance with City specifications at the wye coming from the sewer main, at any bend points in the lateral, and at the end of the lateral near the property line.
  - (15) Provide the City a complete breakdown of costs incurred by the Developer for the construction of the Sewer Facilities to comply with General Accounting Standards Board (GASB) requirements.
  - (16) Provide the City with as-built information and property monument locations in an electronic format as required by the City.
  - (17) Provide affidavits and lien waivers to the City indicating that the Contractor has been paid in full for all work and materials furnished under this contract.
- (e) Acceptance of Improvements. Upon completion of construction or each phase of construction of the Sewer Facilities under this Agreement to the reasonable satisfaction of the City, the City Common Council shall accept such improvements. Upon acceptance of such, the City shall assume full responsibility for the maintenance and operation thereof except that the Town or the Developer shall make any warranty repairs that are required by the City as provided for under the Development Agreement. Individual service laterals shall be owned and maintained by individual property owners, and the City shall have no obligation to assume ownership, maintenance obligations or any other responsibility therefor.

## **6. Governmental Compliance.**

- (a) Pre-construction Approvals. The obligation of the City to provide service under this Agreement shall be conditioned on the approval of any Urban Service Area amendment necessary to include the property to be served within its boundaries, annexation of such properties to the MMSD service area and the receipt of any other state or federal approvals necessary to lawfully permit such service. The Town shall be responsible for preparing the application materials and paying all review and other fees associated with such approvals. The City shall cooperate in providing information and consents, and signing applications where necessary, to obtain necessary approvals.
- (b) Post-Construction Compliance. Following acceptance of any extension, the City shall assume all responsibility for regulatory compliance and reporting applicable to the ownership and operations of the Sewer Facilities. The City shall survey the Sewer Facilities, including the laterals which were marked with marker balls, so that the records can be added to the City's Global Information System (GIS) data. The City shall register the facilities with the One-Call System ("Digger's Hotline") established under §182.0175(1m), Wis. Stats. and locate its facilities in the Town when required. The Town shall insure that adequate separation exists between the Sewer Facilities and all other public or private utilities or facilities

permitted by the town such that the City can excavate to repair or replace the Sewer Facilities in the future without conflict.

**7. Service Standards and Rates.** The City shall provide sanitary sewer service to Town Customers under this Agreement on the same regulations, terms and conditions as such service is provided to City customers. Town Customers shall be subject to the City's sanitary sewer utility's rules of service, including those contained in Madison General Ordinances Section 35.02, the same as if the property were located within the City. However, Town Customers shall not be subject to any requirement for municipal water service or other governmental services or to any provision which prohibits sanitary sewer service to properties located outside of the City boundaries. Rates charged for such sanitary sewer service shall be the same as those charged to customers within the City. Notwithstanding the foregoing, the City may refuse service to any property that is reasonably expected to discharge waste of higher than standard residential strength unless a separate agreement is entered into addressing the monitoring of both flow and strength between the City and either the Town or the Town Customer.

**8. Illegal Connections or Unlawful Discharges to the Sanitary Sewer.** If any illegal connections or unlawful discharges to the City's sanitary sewer system are discovered, the Town shall cooperate with the City in pursuing any recourse against the offending party. Owners of illegal undocumented sewer lateral connections to the City sanitary sewer located in the Town will be responsible for paying up to 2 years of sewer use billings from the date that the connection was discovered, the same as if the illegal connection was in the City. Property owners will also be responsible to pay for all applicable outstanding MMSD and City Sewer area connection charges and impact fees. If there is a refusal to pay for the fees associated with the connection to the City sewer, including any City sanitary sewer impact fees, the City reserves the right to impose fines to property owners on a monthly basis until the property owner pays for all of fees associated with the connection to the sewer. If after 6 months, the property owner still refuses to pay for the outstanding sewer area connection charges, impact fees or the sewer use billings, the City reserves the right to cut off sewer service to the property. All costs incurred by the City for cutting off sewer service and reinstating sewer service are the responsibility of the property owner. The Parties acknowledge the City's intent to modify the City's ordinances to make the unlawful connection to the City's sanitary sewer more punitive. In accordance with Section 7, any such change shall apply to offending parties within the Pioneer Pointe Service Area.

**9. Special Assessments and Charges.** In the event the Common Council of the City shall determine to finance the cost of construction, reconstruction, replacement or repair of any of the City's Sewer Facilities in the Pioneer Pointe Service Area through special assessments against the properties specially benefited thereby, or in the event the City renders sanitary sewer related services to a property within the Pioneer Pointe Service Area, the Town shall promptly adopt a resolution pursuant to § 66.0707, *Wis. Stats.* approving any such assessments so levied or special charges so imposed and shall pay any such assessments or charges collected over to the City Treasurer as provided in § 66.0707(3), *Wis. Stats.* All such costs to be collected through special assessments shall be allocated among the benefited properties in a reasonable manner as required by law. The City shall be solely responsible for defending any challenge to a special assessment levied by the City under this section, and refunding any portion of a special assessment as may be determined due to a property owner.

**10. Billing.** The City shall be responsible for billing all of the customers of the City's utility, including Town Customers. The City shall bill the Town Customers at the same frequency and in the same manner as City customers are billed for sewer service. The Town and the City both agree to comply with the requirements of §66.0809 *Wis. Stats.* and other State law provisions

regarding the collection of any delinquent sanitary sewer bills owed to the City by utility customers in the Pioneer Pointe Service Area. If a Town customer disputes a sewer charge imposed by the City, it shall be the City's sole responsibility to respond to such a dispute.

**11. Mandatory Connections.** The Town agrees that it will establish and enforce, throughout the term of this Agreement, as provided for under § 281.45, *Wis. Stats.* an ordinance requiring that all parcels containing a building used for human habitation within the Pioneer Pointe Service Area which have sanitary sewer service available be connected to the sanitary sewer system and receive sewer service on terms and conditions sufficient to allow the City to comply with the applicable MMSD ordinances.

**12. Stormwater Management.** The Town shall require developments in the Pioneer Pointe Service Area to submit and obtain approval of a stormwater management plan which is designed to assure that the City sanitary sewer facilities, including any reasonably foreseeable future facilities, will not be inundated by a 100-year storm event. The Town shall also require that the lowest opening of any building served with sanitary sewer service under this agreement shall be established at an elevation above that of the 500-year storm event. The Town shall submit such plans and related runoff calculations to the City for review and comment prior to granting final approval thereof. Notwithstanding the foregoing, the Town and City may, by mutual agreement, impose less restrictive standards on any portion of a development in their discretion.

**13. Infrastructure in Town Streets and Roads.** The Town hereby grants to the City permission to place, operate and maintain Sewer Facilities authorized by this Agreement within the streets, roads and highways located in the Town for the purpose of serving Town Customers. The Town shall issue street use permits and/or street excavation permits as may be required for such work in accordance with its ordinances. Such permits shall not be unreasonably withheld. The City agrees to restore Town streets, highways, roads, trails and appurtenances in accordance with standards generally applied by the Town to the construction and maintenance of public utilities in its roadways or within other public easements. The City and Town agree to coordinate, to the extent possible, the placement of City infrastructure in the roads, streets and highways located in the Town with the Town's street construction, reconstruction and repairs so as to minimize the disturbance of the roads, streets and highways located in the Town and minimize unnecessary costs to either party. The Town will maintain its roads and other improvements in its public rights-of-way as necessary to avoid damage to, or interference with the operation of, the City's Sewer Facilities.

**14. Cooperation in Boundary Road Design.** The City and Town agree to cooperate in planning for the future Pioneer Road profile and the alignment of the proposed "East-West Main Road" in the Pioneer Pointe Development and the westward extension of Shady Birch Trail from the City's Birchwood Point Subdivision. The City will set the preliminary profile grades in consultation with the Town. The cost of establishing the profile grade shall be shared by the City and Town in proportion to the frontage of each municipal entity on the portion of Pioneer Road under design.

**15. Defects Impacting Sanitary Sewer System.** The Town shall correct any defects in Town infrastructure that adversely impacts the City's sanitary sewer system.

**16. Indemnification.** Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions

of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in §893.80, *Wis. Stats.* or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.

**17. Nondiscrimination.** In the performance of the services under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment 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 agrees not to discriminate 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.

**18. Term of Agreement.** This Agreement shall become effective upon approval and execution hereof by both parties (the "Effective Date") and shall continue in effect for a period of fifty (50) years. Notwithstanding the foregoing, either party may terminate this Agreement prior to December 31, 2019 if any legal action related to this project or any other project or issue is taken against the City or the Town by Jeff Haen, Haen Real Estate, Hawks Golf Land, or any other entity owned or controlled in part or in full by Jeff Haen. Either party may terminate this agreement if construction under Section 5 has not commenced by December 31, 2020. Upon expiration of the 50-year term, the City shall have no further obligation to provide sanitary sewer service to properties within the Pioneer Point Service Area that have not been connected to City facilities at that time. However, the other terms of this Agreement shall continue for such time as the City operates a sanitary sewer utility or until this Agreement is terminated by mutual agreement of the Parties.

**19. Default and Enforcement.** If either party is in default in any of its obligations under this Agreement, the non-defaulting party shall issue a notice describing the default and specifying the time in which the default shall be cured. The notice shall give the defaulting party at least thirty (30) days within which to cure the default. The non-defaulting party may pursue remedies in law and equity, including the specific performance of the terms of this Agreement.

**20. General Provisions.**

(a) Notices. Whenever either party is required to give notice to the other, notice shall be sufficient if it is given in writing and mailed to the other party, by registered or certified mail, return receipt requested, at the following addresses:

To the City:           City of Madison  
                              210 Martin Luther King, Jr. Blvd.  
                              Room 115  
                              Madison, WI 53703  
                              Attn: City Engineer

To the Town:          Town of Middleton  
                              7555 W. Old Sauk Rd  
                              Verona WI 53593  
                              Attention: Town Administrator

(b) Approvals. In any case where this Agreement requires the approval by the City or Town of any plans, specifications, agreements, documents or actions, such



approvals shall not be unreasonably withheld, delayed or conditioned.

- (c) Force Majeure. The City shall at no time be liable to the Town or its residents for failure to supply sanitary sewer service to the extent such failure is due to circumstances beyond the reasonable control of the City. The City shall have the duty to restore service as soon as practicable after such failure occurs. Circumstances beyond the control of the City include, but are not limited to severe weather, acts of God, strikes, lockouts, acts of public enemies, orders of any state or federal government, riot, insurrection, epidemics, vandalism and accidents.
- (d) Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such a clause, provision or section shall not affect any of the remaining provisions of this Agreement. If any such determination of invalidity or unenforceability is based on the application of the terms of this Agreement to a specific property or circumstance, such determination shall not affect the validity of this Agreement to any other property or circumstance. Upon any determination of invalidity or unenforceability, the parties shall negotiate in good faith for an amendment to this Agreement to modify the affected provision to the least extent necessary to make it valid and enforceable and consistent with the intent of this Agreement.
- (e) Amendments. This Agreement may not be amended except by mutual written consent of the parties.
- (f) Governing Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of Wisconsin.
- (g) Other Agreements. This Agreement represents the entire agreement between the parties with respect to the provision of sanitary sewer service within the Pioneer Pointe Service Area and supersedes any provision in any other agreement to the extent of any conflict herewith. The parties acknowledge and agree that the provisions of Section 10 of the "Final City of Madison and Town of Middleton Cooperative Plan Under Section 66.0307, Wisconsin Statutes" dated September 29, 2003, to the extent they address sanitary sewer services, are intended to apply only to such service within the Boundary Adjustment Area as defined in that Plan and do not apply to the Pioneer Pointe Service Area as defined herein.
- (h) Conflicting Ordinances. Each party warrants and represents to the other that nothing in its current ordinances, resolutions now in effect, or binding policies prohibits its exercise of any right or the performance of any obligation under this Agreement or that any such conflicting provision will be promptly repealed or amended to be consistent with this Agreement.
- (i) Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that

party's attorney drafted this Agreement or any part hereof.

- (j) Third Party Rights. This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to the Developer or Town Customers.
  
- (k) Counterparts; Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single 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. 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF MIDDLETON**

By: \_\_\_\_\_  
Cynthia Richson, Chair

Attest: \_\_\_\_\_  
Gregory DiMiceli  
Town Administrator

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Allen D. Reuter  
Attorney for Town of Middleton

**CITY OF MADISON**

\_\_\_\_\_  
Satya Rhodes Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum, Risk Manager

\_\_\_\_\_  
Date

Approved as to form:

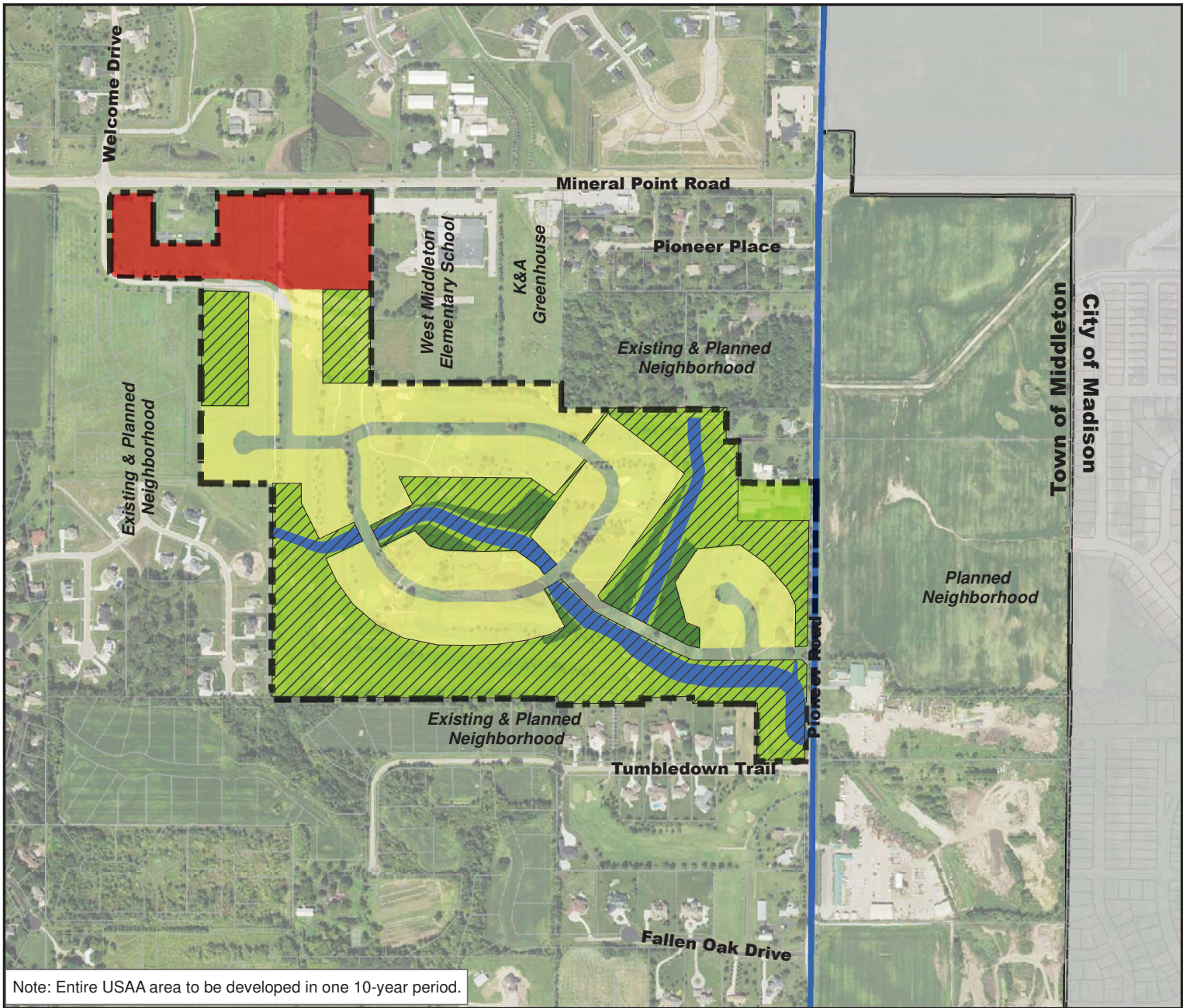
\_\_\_\_\_  
Michael P. May, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by the City was authorized by Resolution Enactment No. RES-\_\_\_\_-\_\_\_\_\_, ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 20\_\_\_\_.

# EXHIBIT A

## Pioneer Pointe Sewer Agreement



Note: Entire USAA area to be developed in one 10-year period.

### Map D: Concept Plan Map CUSA Pioneer Pointe

Drafted June 10, 2019  
Approved

#### Legend

- Proposed CUSA Boundary
- Existing CUSA Boundary
- Environmental Corridor
- Parcels
- City of Madison

#### Future Land Use Districts

- Commercial
- Single Family Residential
- Recreation
- Conceptual Stormwater Management Basins
- Conceptual Drainageway

Data Sources: Dane County, CARPC

