

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROVISION OF SANITARY SEWER SERVICE
BETWEEN THE
CITY OF MADISON
AND
TOWN OF MIDDLETON**
For the Pioneer Pointe Development

THIS AMENDMENT 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 previously entered into an agreement entitled "Agreement for Provision of Sanitary Sewer Service" dated July 29, 2020 (the "Agreement") providing for sanitary sewer service by the City to the Pioneer Pointe Development; and

WHEREAS, the City and Town desire to amend the Agreement to provide for service to an additional parcel adjacent to the current service area;

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the City and Town agree as follows:

1. Definitions. Section 1(a) of the Agreement is deleted and replaced to read as follows:

"(a) "Pioneer Pointe Service Area" means the area within the Town within which the City will provide sanitary sewer services under this Agreement, and depicted as the "Proposed CUSA Boundary" on Exhibit A-1, comprised of the Pioneer Pointe Subdivision along with the following described parcel:

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 7 North, Range 8 East, in the Town of Middleton, Dane County, Wisconsin, to-wit: Commencing at the Northeast corner of said Section 30; thence South 00° 09' 09" West along the East line of said Northeast 1/4, 50.00 feet; thence North 89° 59' 16" West, 468.56 feet to the point of beginning;

thence South 00° 00' 04" West, 266.83 feet; thence North 89° 59' 16" West, 330.00 feet; thence North 00° 00' 44" East, 256.83 feet; thence South 89° 59' 16" East, 93.52 feet; thence North 00° 00' 44" East, 10.00 feet; thence South 89° 59' 16" East, 236.48 to the point of beginning."

2. Provision of Sanitary Sewer Service. Section 3 of the Agreement is amended to read as follows:

“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 ~~14.14~~ 16.11 acres of commercial development with an estimated ± 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.”

3. Cost Reimbursement. Section 5(d)(2) of the Agreement is amended to read as follows:

“(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~~ relevant development phase 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.”

4. Service Area Map. Exhibit A to the Agreement is deleted and the map attached hereto as Exhibit A-1 shall be substituted in its place.

5. No other Amendments. Except as modified by this Amendment, all of the terms, conditions and covenants contained in the Agreement shall continue in full force and effect. The provisions of Section 20 of the Agreement shall apply to the execution, implementation and interpretation of this Amendment.

Dated this 22nd day of February, 2024.

TOWN OF MIDDLETON


By: Cynthia Richson
Cynthia Richson, Chair

Attest: Barbara Roesslein
Barbara Roesslein, Clerk

APPROVED AS TO FORM:

Allen D. Reuter
Attorney for Town of Middleton


CITY OF MADISON



Satya Rhodes Conway, Mayor

05.07.2024

Date



Maribeth Witzel-Behl, City Clerk

05/06/2024

Date

Countersigned:



David P. Schmiedicke, Finance Director

5/6/2024

Date

Approved as to form:



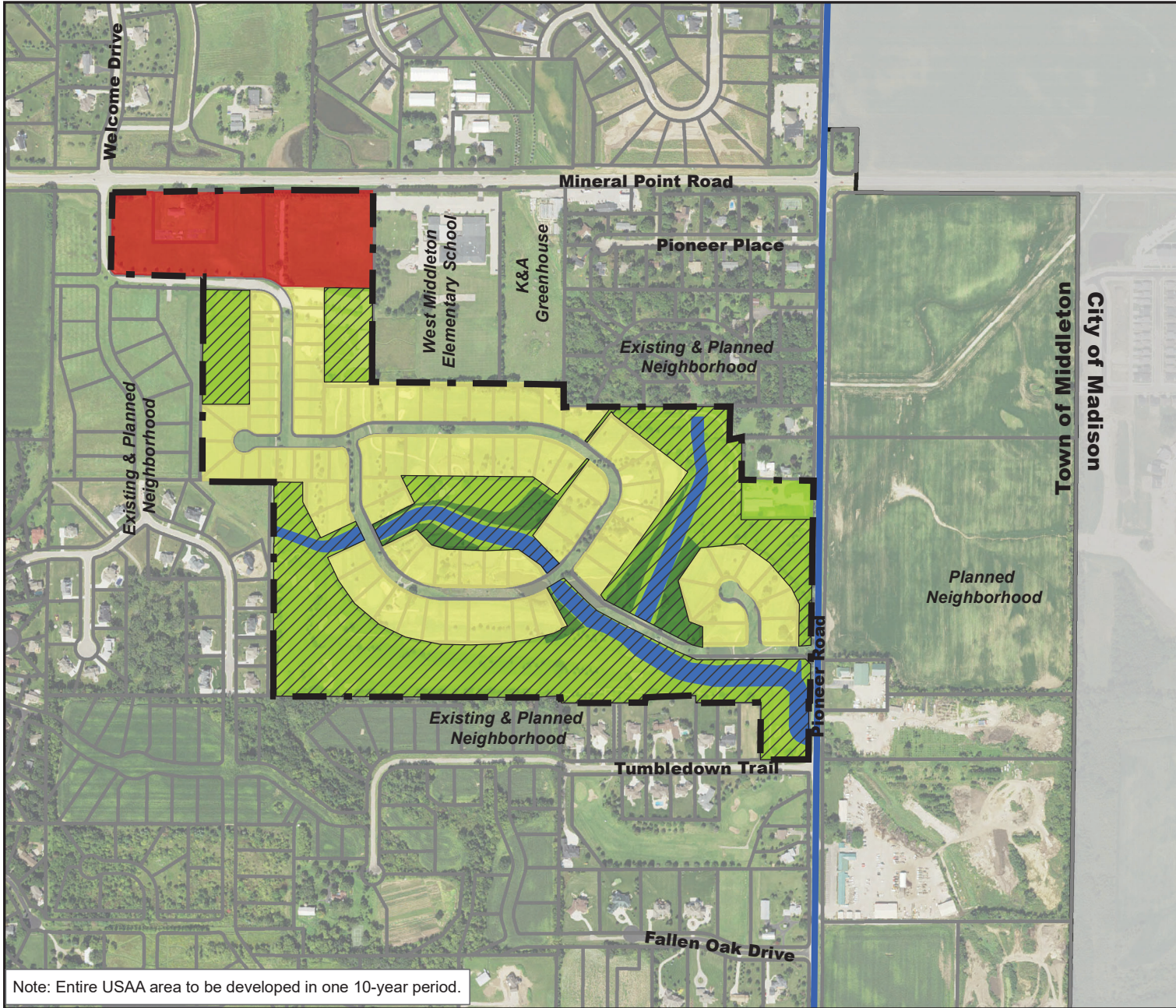
Michael Haas, City Attorney

5/6/2024

Date

Execution of this Agreement by the City was authorized by Resolution Enactment No. RES-24-00241, ID No. 82477, adopted by the Common Council of the City of Madison on April 16, 2024.











EXHIBIT A-1



Map D: Concept Plan Map CUSA Pioneer Pointe

Prepared January 17, 2024
Draft

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

0 250 500 1,000 Feet



vierbicher
planners | engineers | advisors

