



Legislation Text

File #: 61917, **Version:** 1

Private contract. No City appropriation required.

Approving Addendum No. 1 to 2002 Tennyson Lane, Contract No. 8387 (12th AD)

WHEREAS, on July 2, 2019, the developer, PACKTENN LLC, hereinafter the "Developer" had entered into a *Contract For the Construction of Public Improvements that will be Accepted by the City of Madison* hereinafter the "Contract" with the City of Madison, and;

WHEREAS, the Developer and the City have since mutually agreed to expand the scope of work for the project to relocate Siren 42 located adjacent to this development at the request of the Developer of 2002 Tennyson Lane.

WHEREAS, the Developer shall provide the required deposit as necessary to pay for costs associated with relocating the siren. This will include but not be limited to time associated with finding suitable relocation, negotiating a contract for relocation, and the actual relocation and retesting of the siren.

NOW, THEREFORE, BE IT RESOLVE:

1. That the Mayor and City Clerk are hereby authorized and directed to execute Addendum No. 1 to 2002 Tennyson Lane, Contract No. 8387, with PACKTENN LLC.
2. That the revised plans and specifications for the public improvements necessary to serve this project are hereby approved.
3. That the developer is authorized to construct the public improvements in accordance with the terms of the *Contract For the Construction of Public Improvements That Will be Accepted by the City of Madison* at the sole cost of the developer.
4. That the Mayor and City Clerk are hereby authorized to sign and grant easements or right-of-way release or procurement documents, maintenance agreements or encroachment agreements, as necessary and grant or accept dedication of lands and/or easements from/to the Developer/Owner for public improvements located outside of existing public fee title or easement right-of-ways.
5. The Common Council is approved to accept ownership of the improvements in the Maintenance Area if a maintenance agreement is executed and recorded as a condition of this contract.