

**MUNICIPAL REVENUE SHARING AGREEMENT
BETWEEN THE CITY OF FITCHBURG AND
THE CITY OF MADISON**

THIS AGREEMENT, made and entered into by and between the City of Fitchburg (“Fitchburg”), a Wisconsin municipal corporation with offices at 5520 Lacy Road, Fitchburg, Wisconsin 53711 and the City of Madison, a Wisconsin municipal corporation with offices at 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703 (“Madison”).

RECITALS

WHEREAS, pursuant to Wis. Stat. § 66.0307, Fitchburg, Madison and the Town of Madison (“the Town”) entered into a Cooperative Plan related to boundary lines between themselves (“Boundary Agreement”) which was approved by the State Department of Administration; and

WHEREAS, certain existing irregularities in the boundaries were not able to be resolved by the Boundary Agreement due to economic, legal and political reasons; and

WHEREAS, the parties to the Boundary Agreement agreed to cooperate to determine the most efficient means for extension of services to new customers; and

WHEREAS, the parties to the Boundary Agreement agreed to pursue further cooperative agreements that would qualify each of them for additional shared revenue; and

WHEREAS, the Boundary Agreement created an area of lands in Fitchburg, including the subject property as described in Exhibit “A” (“the Tri-North Property”) attached hereto and made a part hereof which, although nearly surrounded by Madison at the time of Boundary Agreement negotiations, were not surrendered by Fitchburg for political and economic reasons; and

WHEREAS, extending Fitchburg water utility services to the Tri-North Property would be difficult and costly due to its isolation; and

WHEREAS, to avoid such difficulty and cost, Fitchburg wishes to have Madison provide water utility service to the Tri-North Property; and

WHEREAS, as an alternative to further common boundary alterations, Madison wishes to be compensated for providing the necessary water utility infrastructure and service to permit full development of the Tri-North Property which is the subject of this Agreement; and

WHEREAS, pursuant to Wis. Stats. §§ 66.0301 and 66.0305, Wisconsin municipalities are authorized to enter into intergovernmental revenue sharing agreements; and

WHEREAS, it is in the best interests of Fitchburg and Madison to enter into this Revenue Sharing Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements of Fitchburg and Madison, the receipt and sufficiency of which is mutually acknowledged, the parties do hereby covenant and agree as follows:

1. Revenue Sharing Formula. Fitchburg and Madison agree to share property tax revenues on the Tri-North Property in the following manner:
 - (a) Fitchburg agrees to make annual payments to Madison of fifty percent (50%) of the Fitchburg local share of general property taxes related to the improvements to the Tri-North Property only.
 - (b) Such annual payments shall commence in the first full tax year following the completion and occupation of the said Tri-North improvements on the above described land and continue for seven (7) years. A total of seven payments shall be made. Fitchburg expects the Tri-North improvements to be completed and occupied sometime during 2007.
 - (c) Payments shall be made to Madison on the first day of August in each of the seven years payments are to be made under this Agreement.
2. Term. The term of this Agreement shall be for ten (10) years (the "Term"), commencing as of the effective date of this Agreement. Each year of the Term, as measured from the effective date of this Agreement, is a "Contract Year." On the passing of the effective date of this Agreement in the tenth Contract year, this Agreement shall automatically terminate.
3. Water Supply. Madison agrees to supply the Tri-North Property, in perpetuity, with water utility service. The Tri-North Property shall be treated as a customer of Madison Water Utility, subject to all applicable Madison Water Utility ordinances and rules, including, but not limited to, prior to connection payment of \$16,348.79 of outstanding costs for water main installation, as well as actual costs of connection. Fitchburg shall levy as a tax upon the Tri-North Property parcel(s) for which Madison Water Utility service was given any delinquent Madison Water Utility bills and penalty for collection pursuant to Sec. 66.0809, Wis. Stats., and shall pay all such revenues collected directly to the Madison Water Utility. The Madison Water Utility shall have no obligation to serve or supply other Fitchburg lands in the area of the Tri-North Property with public water utility service.

4. No Third Party Beneficiary. This Agreement is intended to be solely between Fitchburg and Madison. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.
5. Amendment. This agreement may be amended only by the written agreement of both of the parties hereto.
6. Enforcement. This Agreement shall be governed by the laws of the State of Wisconsin. Any act by either party in violation of this Agreement shall be remedied by the courts of the State of Wisconsin. This Agreement is intended to provide both parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.
7. Binding Effect. The parties have entered into this Agreement under the authority of Wis. Stats. §§ 66.0301 and 66.0305. The parties agree that this Agreement shall be binding upon all parties, as well as their respective heirs, successors and assigns.
8. Entire Agreement. This Agreement represents the entire integrated agreement between the parties with regards to revenue sharing and supersedes all prior negotiations, representations or agreements, either written or oral dealing with revenue sharing in the above described lands.
9. Severability. In the event that any portion of this Agreement is invalidated or held unenforceable by a court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
10. Non-discrimination. In the performance of the obligations under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, ancestry, income level, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The Parties further agree not to discriminate against any subcontractor or person who offers to subcontract under this Agreement because of race, religion, color, age, disability, sex, or national origin.
11. Effective Date. This Agreement shall take effect on _____, 2007.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by authority of their respective governing bodies effective as of the date when all parties hereto have affixed their respective signatures.

CITY OF FITCHBURG

Thomas Clauder, Mayor

Anthony Roach, Administrator

APPROVED AS TO FORM:

By:_____
Mark R. Sewell, City Attorney

CITY OF MADISON

Dave Cieslewicz, Mayor

Maribeth Witzel-Behl, City Clerk

APPROVED AS TO FORM:

By:_____
Michael P. May, City Attorney

COUNTERSIGNED:

By:_____
Dean Brasser, City Comptroller

EXHIBIT "A"

Legal Description of the Tri-North Property

Following is a legal description of the Tri-North Property, located at 701 Rolfsmeyer Road, in the City of Fitchburg, more particularly described as:

Part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Town 6 North, Range 9 East, Township of Fitchburg, Dane County, Wisconsin, more fully described as follows: Commencing at the Northeast corner of Lot 1 of the recorded plat of Watson Commercial and Industrial Plat; Thence North 86-25' East, along the South line of Stewart Street extended, 60.0 feet to the West line of the said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2 and the point of beginning of this description; Thence continuing North 86-25' East along said South line of Stewart Street extended, 433.0 feet; Thence North 1-49'-30" West, 33.02 feet; Thence North 87-27'-00" West, 261.96 feet; Thence North 3-44' West, 445.7 feet to a point on the North line of Section 2 which is 593.9 feet West of the most Westerly right-of-way line of the Chicago and North Western Transportation Co., said most Westerly right-of-way line being 81.0 feet West of the centerline of the East track; Thence South 86-30' West along said North line of Section, 550.6 feet to the West line of Syene Road; Thence Southwesterly along said West line of Syene Road on a curve to the left whose chord bears South 14 -51' West for a distance of 451.2 feet to the West line of said Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ of Section 2; Thence South 1-49'-30" East along said West line of quarter-quarter, 47.0 feet to the point of beginning. Parcel contains 6.75 acres, more or less, except that part previously annexed to the City of Madison.

This legal description intended to describe City of Fitchburg parcel only. Parcel Identification Number 225-0609-021-8580-8 and not include City of Madison Parcel Identification Number 251-0609-021-0091-0.