

**INTERGOVERNMENTAL AGREEMENT REGARDING  
THE BOUNDARY ADJUSTMENT AT 3101 SYENE RD**  
Between the City of Madison and the City of Fitchburg

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THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation with offices at 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703 (“Madison”), and the City of Fitchburg, a Wisconsin municipal corporation with offices at 5520 Lacy Rd., Fitchburg, WI 53711 (“Fitchburg”), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, Wisconsin Statutes, Section 66.0301, authorizes the Parties to contract for the joint exercise of their powers and duties, and sharing of expenses arising therefrom; and,

WHEREAS, Wisconsin Statutes, Section 66.0707, authorizes a city to levy special assessments for municipal work or improvements against property in an adjacent city, under certain conditions; and,

WHEREAS, the property located at 3101 Syene Rd., Parcel No. 251-0609-021-0092-8, (the “Parcel”) is a lot approximately 2137 square feet in area, owned by Nicholas & Kerry Laper (“Lapers”), that is entirely in Madison, with the eastern property line also being the jurisdictional line between Madison and Fitchburg, and the western property line lying along and being made up of the Syene Rd. right-of-way; and,

WHEREAS, the Parcel’s only current use is to provide a joint-driveway approach for 3105 Syene Rd. and 3030 Syene Rd. (a property made up of multiple tax parcels that is also owned by the Lapers and that is entirely in Fitchburg); and,

WHEREAS, during the 2011 reconstruction of Syene Rd. it was discovered that portions of the Parcel are occupied by Syene Rd.; and,

WHEREAS, the Lapers have expressed an interest in having the Parcel brought into Fitchburg so that it can be assembled with the parcels making up 3030 Syene Rd. and both Madison and Fitchburg are in agreement with this request, subject to certain conditions set forth in the Boundary Adjustment Agreement (the “Boundary Agreement”), specifically that the Lapers dedicate a portion of the Parcel to Madison for the Syene Rd. right-of-way and Madison and Fitchburg enter into an intergovernmental agreement regarding the boundary adjustment.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, Madison and Fitchburg do agree as follows:

1. **Purpose.** The purpose of this Intergovernmental Agreement (the “Agreement”) is to address the municipal issues that will arise by the boundary adjustment and dedication that will cause a portion of the Parcel (the “Remnant Parcel”) to be attached to Fitchburg from Madison, as depicted on attached Exhibit A.

2. Effective Date. This Agreement will become effective concurrent with the Boundary Agreement and the dedication of a portion of the Parcel by the Lapers to Madison for the Syene Rd. right-of-way as depicted on Exhibit A. This Agreement will remain in full force and effect until otherwise agreed to in writing by the Parties.
3. Scope of Agreement. This Agreement only involves the procedure to follow when Madison seeks to impose special charges or special assessments upon the Remnant Parcel based upon the Syene Rd. frontage, and future modifications of the driveway approach presently existing on the Parcel or a future extension of Stewart Street or Alta Drive over any portion of the Remnant Parcel. It does not cover future requests to connect to Madison sanitary sewer or water services over the Remnant Parcel.
4. Special Charges and Special Assessments. The Parties recognize that after the boundary adjustment, the City may, from time to time, find that it is necessary to levy special charges for current services or special assessments for public improvements under Madison General Ordinances (MGO) Sec. 4.09 and Wis. Stats. Secs. 66.0627, 66.0701 or 66.0703 against the Remnant Parcel based upon its Syene Rd. frontage. Any special charges or special assessments under this Section shall be apportioned to and collected from the Remnant Parcel owner in the same manner as properties in Madison, and shall not in any respect discriminate against the Remnant Parcel because it is Fitchburg. The owner of the Remnant Parcel shall have all the same protections and rights as property owners in Madison subject to the same special charges or special assessments. Fitchburg hereby approves such future charges or levies, under Wis. Stat. Sec. 66.0707. In the event that this blanket pre-approval provision is invalidated by a court of competent jurisdiction, Fitchburg further agrees to the extent that it may lawfully do so, that it shall timely approve such special cost or special assessment levy by separate resolution pursuant to said statute.
5. Driveway Permits. In the event that any redevelopment occurs in Fitchburg that will result in any change to the current use of the driveway approach on Syene Rd. for single-family residential purposes by the properties currently identified as 3105 Syene Rd. and 3030 Syene Rd., any such plan shall be approved by the City pursuant to Madison General Ordinances Section 10.08. Moreover, in approving such a plan, Fitchburg shall consider the impacts of said redevelopment upon the Syene Rd. right-of-way as if Syene Rd. was in Fitchburg at this location.
6. Street Extensions. If Fitchburg seeks to extend the Stewart St. or Alta Dr. right-of-ways over the Remnant Parcel, any such plans, including the alignment and the design, shall be approved by the Madison City Engineer and the Parties agree to cooperate in such a project for the benefit of both municipalities. Approval by the Madison City Engineer shall not be withheld so long as standard design practices are followed that result in no cost or impact to Madison streets and street alignments.
7. Sewer and Water Extensions. This Agreement does not address any future requests for water or sanitary sewer extensions from Syene Rd. over the Remnant Parcel, although a sewer extension request is anticipated at the time of redevelopment of 3030 Syene Rd. Any such out-of-jurisdiction extension request shall be addressed independently of this Agreement by the Parties and the owner of the Remnant Parcel at the time of such request.

8. Nondiscrimination. In the performance of 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 or ancestry, income level or source of income, arrest record or 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 on this Agreement because of race, religion, color, age, disability, sex, or national origin.
9. Notice. Any notice or offer or demand required to be sent hereunder shall be sent by registered or certified United States mail, return receipt requested, at the Parties' respective addresses set forth below. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or three (3) days after notice is deposited in the mail. Any party may, at any time, change its notice address by giving the other party written notice of the new address.

<u>Name</u>	<u>Address</u>
Rob Phillips	City Engineer 210 MLK Jr. Blvd., Room 115 City-County Building Madison WI 53703
Paul Woodard	Director of Public Works City of Fitchburg 5520 Lacy Rd. Fitchburg, WI 53711

10. 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, any Party because that Party's attorney drafted this Agreement or any part hereof.
11. Final Agreement. This Agreement and the Boundary Agreement entered into by the Parties on this date constitute the entire agreement of the Parties with respect to the subject matter hereof, and may only be modified or supplemented by an additional writing between the Parties. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement.
12. Miscellaneous.
- a. This Agreement may be executed in one or more counterparts, each or which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

- b. All addenda and exhibits attached to this Agreement shall be considered part of this Agreement and the terms and conditions in such addenda and exhibits shall be binding upon all parties.
- c. This Agreement is intended to benefit the parties hereto and their respective officials and shall not be construed to create any right or benefit on behalf of any person, firm, corporation or other entity not a party hereto.

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

FOR THE CITY OF MADISON

\_\_\_\_\_  
Paul Soglin, Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Countersigned:

Approved as to form:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

FOR THE CITY OF FITCHBURG

\_\_\_\_\_  
Shawn Pfaff, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Cory, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony Roach, City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Sewell, City Attorney

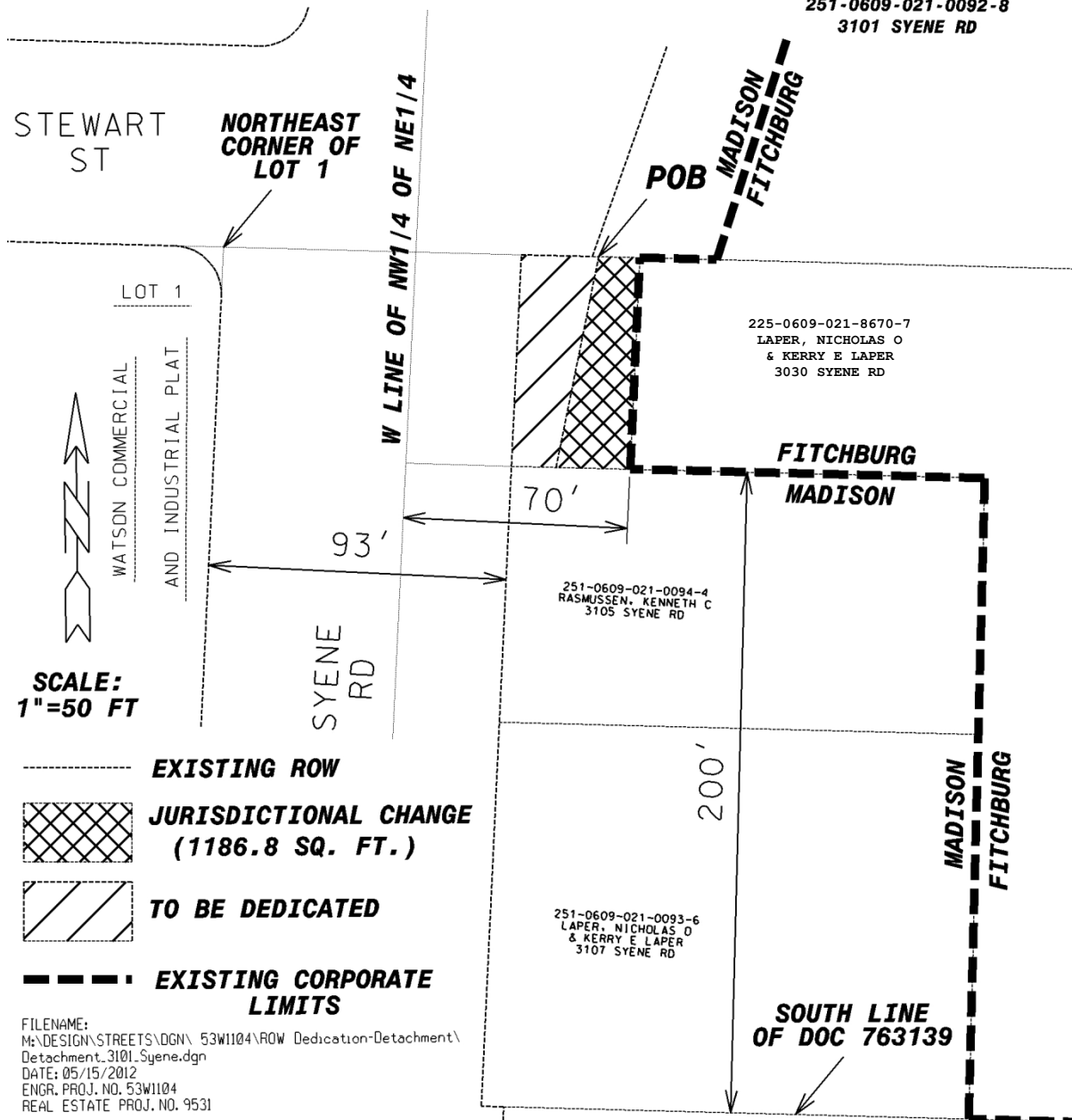
\_\_\_\_\_  
Date

**EXHIBIT A**


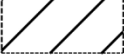
**AREA TO BE DETACHED FROM THE CITY OF MADISON  
AND ATTACHED TO THE CITY OF FITCHBURG  
PER INTERGOVERNMENTAL AGREEMENT**

**DEPARTMENT OF PUBLIC WORKS  
CITY ENGINEERING DIVISION  
MADISON, WISCONSIN**

**PROPERTY OWNER:  
LAPER, NICHOLAS & KERRY  
251-0609-021-0092-8  
3101 SYENE RD**



**SCALE:  
1"=50 FT**

- **EXISTING ROW**
-  **JURISDICTIONAL CHANGE  
(1186.8 SQ. FT.)**
-  **TO BE DEDICATED**
- **EXISTING CORPORATE LIMITS**

FILENAME:  
M:\DESIGN\STREETS\DCN\ 53W1104\ROW Dedication-Detachment\  
Detachment\_3101\_Syene.dgn  
DATE: 05/15/2012  
ENGR. PROJ. NO. 53W1104  
REAL ESTATE PROJ. NO. 9531