

**INTERMEDIATE ATTACHMENT AND REVENUE SHARING AGREEMENT FOR  
THE COOPERATIVE DEVELOPMENT PROPERTY**  
Between the City of Madison and the Town of Blooming Grove

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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 Town of Blooming Grove, a Wisconsin body corporate and politic with offices at 1880 South Stoughton Road, Madison, Wisconsin 53716 (“Blooming Grove”), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

**WHEREAS**, pursuant to Wis. Stat. § 66.0307, the Town of Blooming Grove, a Wisconsin body corporate and politic (the “Town”), and the City of Madison, a Wisconsin municipal corporation (the “City”), entered into the “Town of Blooming Grove and City of Madison Cooperative Plan Under Section 66.0307, Wisconsin Statutes” (the “Cooperative Plan”), which Plan was approved on October 3, 2006, by the State of Wisconsin Department of Administration (the “Department”); and,

**WHEREAS**, the Cooperative Plan provides for a series of attachments of Town territory to the City, including immediate attachments, intermediate attachments, phased attachments and a final attachment of all the territory remaining in the Town to occur at 11:59 p.m. on October 31, 2027, at which point the Town will dissolve; and,

**WHEREAS**, the Cooperative Plan also set aside a 70-acre piece of property as the “Cooperative Development Property”, which property was intended to be a development under the joint zoning and development review oversight of the City and the Town, that would initially develop in the Town on City water and City sewer, and eventually transition to the City after a certain period of time passed and development occurred; and,

**WHEREAS**, the City and the Town have agreed to an Amendment to the Cooperative Plan (the “Amendment”) to allow for the intermediate attachment of the Cooperative Development Property and an alternative revenue sharing agreement than was otherwise contemplated by the Cooperative Plan, which amendment will be submitted to the Department for approval as required by Wis. Stat. §66.0307; and,

**WHEREAS**, in return for agreeing to approve the intermediate attachment of the Cooperative Development Property to the City following the submission of an attachment petition to the City by the owners of the Property, the City and Town agree that municipal revenue sharing of the local share of property tax revenue from the Cooperative Development Property is appropriate as set forth in this agreement; and,

**WHEREAS**, pursuant to Wis. Stat. § 66.0301, Wisconsin municipalities are authorized to enter into intergovernmental agreements; and,

**WHEREAS**, it is in the best interests of the City and the Town to enter into this Agreement.

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

1. Purpose. The purpose of this “Intermediate Attachment and Revenue Sharing Agreement for the Cooperative Development Property” (the “Agreement”) is to set forth the terms and conditions upon which the City may attach the Cooperative Development Property to the City as allowed by the Amendment, including an alternative revenue sharing formula that would take into account the possibility that all or part of the Cooperative Development Property may be made a part of a City tax increment district.
2. Effective Date. This Agreement shall become effective upon the Department of Administration’s approval of the Amendment (“Department Approval”). For purposes of this Agreement, Department Approval shall mean the date that is 60 days from the date on which the Department of Administration approves the amendment under Sec. 66.0307(8), Wis. Stats., as long as no action to contest the validity of the Amendment has not been commenced during such 60 day period. In the event Department Approval does not occur by January 1, 2022, this Agreement shall automatically terminate and be null and void.
3. Definitions. The following additional definitions shall apply to this Agreement:
  - a. Cooperative Development Property shall be the property as defined in Section 6.C. of the Cooperative Plan, and described and depicted in Exhibit C thereto. The Cooperative Development Property consists of 4 tax parcels:

008/0710-042-8680-7  
008/0710-051-8251-0, 3450 Milwaukee St.  
008/0710-051-9810-6, 3490 Milwaukee St.  
008/0710-051-9860-6, 3510 Milwaukee St.
  - b. Local Tax Revenue shall mean the City share of property taxes levied against the Cooperative Development Property parcels in a given year. If any or all of the parcels are placed into a City tax increment district (a TID), then the local tax revenue in a given year shall be determined by calculating the amount of local property taxes that would have been collected against the property by the City if it wasn’t in the TID. This shall be determined by finding the product of the assessed value of the parcels and the City’s levy rate during the year in question.
4. Intermediate Attachment Approved. As authorized by Section 9.G. of the Cooperative Plan as amended, and pursuant to the terms and conditions of this Agreement, the Town approves the intermediate attachment of the Cooperative

Development Property to the City as an alternative to the procedures set forth in the Cooperative Plan. In the event the owner of the Cooperative Development Property petitions for attachment to the City as an intermediate attachment, the City shall follow the intermediate attachment procedures set forth in Sec. 10.A. of the Cooperative Plan to cause the Cooperative Development Property to attach to the City.

5. Revenue Sharing. Upon attachment of the Cooperative Development Property to the City, and through final attachment in 2027, the City agrees to make payments to the Town according to the provisions set forth in Section 6 below. Except as provided below, the City shall be solely entitled to all fees, assessments and revenues attributable to the development of the Cooperative Development Property and shall be responsible for providing all municipal services to the Cooperative Development Property. This revenue sharing agreement expires upon the dissolution of the Town under the Cooperative Plan.
6. Payment by City to Town. The intent of the Parties is that the City will pay the Town one-half of the Local Tax Revenue associated with the Cooperative Development Property. Payments to the Town shall be made as follows:
  - a. Payment if No TID. If the Cooperative Development Property, or any part thereof, is not placed in a TID, then, within thirty (30) days following the end of each quarter (March 31, June 30, September 30 and December 31), the City shall pay to the Town one-half of the Local Tax Revenue received by the City during the quarter.
  - b. Payment if TID. If any or all of the of the parcels making up the Cooperative Development Property are placed in a TID, then, within thirty (30) days following the end of each quarter (March 31, June 30, September 30 and December 31), the City shall pay to the Town one-eighth of the Local Tax Revenue associated with such parcels, which payments shall collectively equate to one-half of the Local Tax Revenue annually.
  - c. Minimum Payment. Notwithstanding the foregoing, in no event shall the City's payments to the Town under this paragraph in any year be less than the Town's Local Tax Revenue in the year of attachment.
7. Effect of City Action or Forbearance. If the City deliberately acts (or forbears to act) so as to reduce the revenues it would receive that are subject to sharing under this Agreement, then the amount due to the Town is one-half of what the City would have received (timely payments shall be assumed) if the City had not taken such deliberate action or forbearance.
8. No Third Party Beneficiary. This Agreement is intended to be solely between the City and the Town. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.

9. Amendment. This Agreement may be amended only by the written agreement of both of the parties hereto.
10. 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.
11. Binding Effect. The parties have entered into this Agreement under the authority of Wis. Stat. § 66.0301 and the Cooperative Plan as amended. The parties agree that this Agreement shall be binding upon both parties.
12. Entire Agreement. Except for the Amendment, this Agreement represents the entire integrated agreement between the parties with regards to the intermediate attachment of the Cooperative Development Property to the City and revenue sharing for the Cooperative Development Property, and supersedes all prior negotiations, representations or agreements, either written or oral dealing with attachment and revenue sharing related to the Cooperative Development Property.
13. 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. Notwithstanding anything in this Section 13 to the contrary, in the event a court of competent jurisdiction invalidated or held Section 5 or 6 to be unenforceable, the Parties shall negotiate an enforceable revenue sharing provision that provides the same financial benefit to the Town.
14. Non-Discrimination. 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.
15. 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.

16. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same 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; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. 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.

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

FOR THE TOWN OF BLOOMING GROVE

\_\_\_\_\_  
Ron Bristol, Town Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Wolf, Town Clerk

\_\_\_\_\_  
Date

FOR THE CITY OF MADISON

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Countersigned:

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

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas, City Attorney

\_\_\_\_\_  
Date

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