

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Alliant Energy Center	CONTRACT/ADDENDUM #: 12183																														
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%; text-align: left;">Contract</th> <th style="width: 40%; text-align: center;">If Addendum, please include original contract number</th> <th style="width: 30%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td><input type="checkbox"/></td> </tr> <tr> <td colspan="3" style="text-align: center; font-size: small;">Deferred Connection Fees Agreement</td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:	<input type="checkbox"/>	Deferred Connection Fees Agreement		
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Deferred Connection Fees Agreement																															
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																															
3. Term of Contract or Addendum: From: _____ To: _____																															
4. Amount of Contract or Addendum																															
5. Purpose: Defers MMSD connection fees on the northern half of Lyckberg Park until such time as development occurs that meets the definition contained in the agreement.																															
6. Vendor or Funding Source: Madison Metropolitan Sewerage District																															
7. MUNIS Vendor Code: 4769																															
8. Bid/RFP Number: N/A																															
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																															
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																															
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																															
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																															
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																															
14. Director's Approval																															

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>Mg</u> Received	_____	11-24-14	_____
<u>ET</u> Controller	_____	_____	11/26/14
<u>OT</u> Corporation Counsel	_____	12/1/14	12/1/14
<u>Δ</u> Risk Management	_____	12/1/14	12/3/14
<u>RES</u> ADA Coordinator	_____	12/1/14	12/1/14
<u>OL</u> Purchasing Agent	_____	_____	11/26/14
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address Madison Metropolitan Sewerage District 1610 Moorland Rd. Madison, WI 53713
Contact Person D. Michael Mucha
Phone No. (608) 222-1201 ext. 242
E-mail Address michaelm@madsewer.org

Footnotes:


1. _____
2. _____

Return To: Name/Title: <u>Bill Franz/Chief Financial Officer</u> Dept.: <u>Alliant Energy Center</u> Phone: <u>267-3985</u> Mail Address: <u>1919 Alliant Energy Center Way</u> E-mail: <u>franz@alliantenergycenter.com</u> <u>Madison, WI 53713</u>
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CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has been changed since that review/development NOT
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 11-12-14 Signed: 
 Telephone Number: 267-3985 Print Name: William Franz

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**AGREEMENT REGARDING
DEFERRED CONNECTION FEES
BETWEEN MADISON METROPOLITAN SEWERAGE
DISTRICT ("MMSD") AND DANE COUNTY,
WISCONSIN**

**RE: Parcel Identification Number 0709-35112155
(formerly listed as Parcel No. 3705A-13)**

RECITALS

WHEREAS, Dane County ("County") owns the above-referenced parcel (the "Property"), the legal description for which is on Exhibit A, which is attached hereto and incorporated herein by reference; and,

WHEREAS, the Alliant Energy Center (f/k/a the Dane County Coliseum), Veterans Memorial Coliseum, Exhibition Hall, Willow Island and various other facilities (collectively, the "AEC Facilities") are currently located on the Property; and,

WHEREAS, as set forth in the official minutes of a meeting of the Madison Metropolitan Sewerage District ("MMSD") Commission in 1958, and under date of March 12, 1958, the City of Madison submitted for approval plans for sanitary sewer extensions to MMSD that included an extension to the Property; and,

WHEREAS, the MMSD Commission approved the sanitary sewer extension by Resolution and the City of Madison paid connection fees for the southern half of the Property, thereby deferring the balance of the connection fees for such time as additional development occurred on the northern half of the Property ("Deferred Connection Fee");¹ and,

WHEREAS, both the County and MMSD wish to memorialize their agreement as to (1) what will trigger the County's responsibility to pay the Deferred Connection Fee and (2) how the Deferred Connection Fee will be calculated, all as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Development.** The County shall pay MMSD the Deferred Connection Fee at such time as additional development occurs on the northern half of the Property and/or the AEC Facilities located on the northern half of the Property. For purposes of this Agreement,

¹ The southern half of the Property is an area of 119,000 square feet. The northern half of the Property is 120, 055 square feet.

THIS SPACE RESERVED FOR RECORDING DATA

DRAFTED BY AND RETURN TO:

Constance L. Anderson
Stafford Rosenbaum LLP
PO Box 1784
Madison, WI 53701-1784

P.I.N.

See this page

“development” shall be deemed to occur when one or more of the following occurs on the northern half of the Property:²

- a. Any permanent structure is affixed to the Property. A structure shall be deemed “permanent” if it is affixed and intended to remain affixed for a period of four seasons or more.
 - b. Any pavement is installed on the Property, including sidewalks, driveways, asphalt parking areas and concrete pads. Notwithstanding the foregoing, the 40 foot asphalt driveway that will be installed from the road to the horse practice area ring to be relocated to Lyckberg Park shall not constitute “development” for the purposes of this Agreement.
 - c. Any utility is installed or extended to service AEC Facilities on the Property. As used here, utility includes natural gas, electricity, telecommunication services, water and wastewater collection.
 - d. Any improvements costing or valued at \$10,000.00 or more. As used here, improvements do not include repairs or maintenance, but rather are improvements that are structural in nature.
2. **Calculation of Deferred Connection Fee.** As was true with the initial connection fee in 1958, the Deferred Connection Fee shall be calculated using MMSD’s “per square foot” methodology. The fees paid in 1958 were for 119,000 square feet of the Property, leaving fees due for the additional 120,055 square feet of the Property. The Deferred Connection Fee shall be the per square foot fee in existence for the year when payment is due multiplied by 120,055 square feet. The full amount of the Deferred Connection Fee shall be due when further development³ occurs on the northern half of the Property. If MMSD is no longer using the per square foot methodology during the year in which payment of the Deferred Connection Fee becomes due, then the per square foot fee last used by MMSD shall be used to calculate the Deferred Connection Fee.
3. **Waiver of Notice and Right to Contest; Acknowledgement of Benefits Received.** Both County and MMSD, for themselves and for their successors and assigns, hereby waive any and all notices and hearings, as may be required for the imposition of the Deferred Connection Fee, whether such notice or hearing may be required in law or equity, or by Wisconsin Statutes, County ordinances or MMSD ordinances. The County further acknowledges and agrees that connection of the Property to MMSD is a benefit and a service to the Property, and that the County has benefitted from deferral of the connection fee. The County waives any and all rights it may have to contest the imposition of the Deferred Connection Fee by MMSD, provided that the Deferred Connection Fee is imposed as set forth in this Agreement.

² It is the parties’ intent to treat the northern half of the Property as a single parcel for the purposes of triggering and calculating the deferred connection fee.

³ Development is defined in Section 1. of this Agreement.

4. **Failure to Pay When Due.** In addition to those remedies that may be otherwise available by law, which remedies are expressly preserved, if the County fails to pay the Deferred Connection Fee when due, the County and MMSD agree that a third-party government entity authorized to issue permits for the development may add payment of the Deferred Connection Fee as a condition of issuing the permit. Where permissible and on MMSD's behalf, the County and MMSD agree that a local government entity may impose and collect the Deferred Connection Fee as a special charge against the Property pursuant to Wis. Stat. § 66.0627.
5. **Termination of Agreement.** At such time as the County has paid the Deferred Connection Fee in full, this Agreement shall terminate and the parties shall be released from any further obligation hereunder.

6. General Provisions.

- (a) **Notices.** Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the County: Dane County Executive
 Attn.: Corporation Counsel
 City-County Building
 Room 219
 210 Martin Luther King, Jr. Blvd.
 Madison, WI 5 3703

If to MMSD: Chief Engineer and Director
 Madison Metropolitan Sewerage District
 1610 Moorland Road
 Madison, WI 53713

Either party may change its address for the receipt of notice by written notice to the other party, and appropriate update of the Property Tax Listing..

- (b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- (c) **Preparation of Agreement.** Each party has had the opportunity to avail itself of legal advice and counsel. Neither party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law, such court shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- (d) **Amendments to be in Writing.** This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.

- (e) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (f) Waiver. Either party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No waiver by any party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.
- (g) Partial Invalidity; Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted and the remainder shall be valid and enforceable to the fullest extent permitted by law.
- (h) Complete Agreement. This is the full and complete Agreement between the parties with respect to the subject matter hereof, and supersedes any and all previous understandings with respect to the subject matter hereof.
- (i) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the parties and their respective successors and permitted assigns.
- (j) Signatures. Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- (k) Exhibits Incorporated. Exhibit A (Legal Description and PIN) is incorporated in this Agreement by reference.

[SIGNATURES ON FOLLOWING PAGE]

Dated this _____ day of _____, 2014.

DANE COUNTY

By: _____
Joseph T. Parisi, County Executive

Attested By:

By: _____
Scott McDonnell, County Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this ___ day of _____, 2014, the above-named County Executive Joseph T. Parisi and County Clerk Scott McDonnell, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of Dane County.

Notary Public, State of Wisconsin
My Commission: _____

MADISON METROPOLITAN SEWERAGE DISTRICT

By: _____
D. Michael Mucha, P.E., Chief Engineer & Director

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this ___ day of _____, 2014, the above-named D. Michael Mucha, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the Madison Metropolitan Sewerage District.

Notary Public, State of Wisconsin
My Commission: _____

Attachment: Exhibit A - Legal Description of Property

This Instrument Drafted By:
Constance L. Anderson; canderson@staffordlaw.com; 608-256-0226

EXHIBIT A
LEGAL DESCRIPTION
Parcel Identification Number 0709-35112155
(formerly listed as Parcel No. 3705A-13)

Part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 7 North, Range 9 East, in the City of Madison, described as follows: Commencing at the Northeast corner of said Northeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$; thence West along the North line thereof 397.3 feet; thence South 533 feet to the center line of highway known as Koster Street (formerly Radio Road); thence South 59 degs 20' East along the center line of said highway to the East line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North 785.73 feet along said East line to point of beginning.