

REID GOLF COURSE AND STORMWATER UTILITY AGREEMENT FOR STORMWATER POND

I. PARTIES

- 1.1 **Reid Golf Course**, a City of Appleton municipal golf course with its principal place of business at 1100 East Fremont Street, Appleton, WI 54915 (hereinafter “Reid”).
- 1.2 The **Stormwater Utility**, a Wisconsin municipal utility with its principal place of business at 100 North Appleton Street, Appleton, WI 54911 (hereinafter the “the Utility”).
- 1.3 Together, Reid and the Utility may be referred to as “the parties”.

II. RECITALS

WHEREAS,

- 2.1 The Utility is responsible for the operations that oversee the collection, distribution, treatment, and dissipation of stormwater that accumulates within the City of Appleton; and
- 2.2 The Utility has previously erected a stormwater pond at Reid; and
- 2.3 The Parties desire to continue to work together to allow the operation of a stormwater pond within Reid; and
- 2.4 The Parties desire to have the Common Council’s approval of an arrangement whereby the Utility annually reimburses Reid Golf Course for continued use of the stormwater pond.

III. THE AGREEMENT

NOW, THEREFORE, in consideration of the fulfillment of the obligations of the parties hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED AND PROMISED, by and between Reid and the Utility, as follows:

- 3.1 The Utility will provide payment to Reid for the annual use of the stormwater pond in the amount of \$21,060.

- 3.2 The Parties agree that market values and rates of return will be reviewed prior to June 1st to determine the applicable rent for the next budget year. This value (herein “annual rent”) shall be memorialized as an information item at the Parks and Recreation as well as the Utilities Committees. The adopted annual budget will approve of the annual rent.
- 3.3 The annual rent shall be paid by the Stormwater Utility by October 1st of each year.
- 3.4 This Agreement shall remain in effect until Common Council modifies the Agreement. Any amendments or addendums shall be memorialized in writing.
- 3.5 This Agreement became effective on August 2, 2023, the date of approval by the Common Council, as set forth within the attached meeting minutes.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on the day and year of the last signature below.

on behalf of
REID GOLF COURSE

on behalf of the
STORMWATER UTILITY

By: _____
Dean Gazza, Director of Parks and Recreation

By: _____
Peter Neuberger, Interim Director of Public Works

CITY OF APPLETON

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami Lynch, City Clerk

Approved as to form:

Countersigned pursuant to §62.09(10), Wis. Stats.

Christopher R. Behrens, City Attorney

Jeri A. Ohman, Director of Finance

CityLaw A22-0820.aka