

INTERGOVERNMENTAL COOPERATION AGREEMENT CITY OF APPLETON – VILLAGE OF LITTLE CHUTE

THE PARTIES

The City of Appleton, a duly organized and established Wisconsin municipal corporation located within the counties of Outagamie, Winnebago and Calumet, hereinafter referred to as “Appleton” and

The Village of Little Chute, a duly organized and established Wisconsin municipal corporation located within the county of Outagamie, hereinafter referred to as “Little Chute”,

Do hereby mutually affirm the following:

WHEREAS, each of the parties herein is an organized and established Wisconsin Municipal Corporation under the provisions of Wisconsin State Statutes §66.0101; and,

WHEREAS, under the provisions of Wisconsin State Statutes §§66.0225, 66.0301 and 66.0307, the parties are authorized to enter into Intergovernmental Cooperation Agreements; and

WHEREAS, the parties mutually desire to provide existing and/or future municipal services to the affected area as depicted in Exhibit A in a cost effective and efficient manner to lessen the burdens of taxation on residents within the aforementioned communities and improve utility service therein and create certainty in development; and,

WHEREAS, the delivery of cost efficient and efficient municipal services is highly promoted with the establishment of mutually agreeable common municipal boundaries; and,

WHEREAS, both communities realize the construction of sanitary sewer, storm sewer and water main utilities to and within the area by either Appleton or the Heart of the Valley Sewerage Treatment Plant, will promote the development of rural lands to urbanized sections, resulting in a need and/or demand for cost effective and efficient municipal services, and construction of roadways; and

WHEREAS, the City of Appleton and the Village of Little Chute have previously entered into an intergovernmental agreement dated August 20, 2013, and

WHEREAS, Appleton and Little Chute entered into an amendment to the August 20, 2013 agreement dated January 2, 2014, and

WHEREAS, the parties desire to make further amendments to the amended intergovernmental agreement and recognize the benefit, at this time, to update the entire agreement such that it incorporates both previous and new amendments agreed to by the parties, and

NOW, THEREFORE, pursuant to mutual consideration, the parties heretofore agree to as follows:

PREVIOUS AGREEMENTS

This Agreement, upon signature by all parties, shall serve to entirely replace the August 20, 2013 Intergovernmental Cooperation Agreement and amendments thereto.

WATERMAIN

1. Appleton shall install the water main on Cherryvale Avenue between the city limits on the southerly end of Cherryvale Avenue and the Apple Creek Corridor on the northerly end of Cherryvale, and in Golden Gate Drive between the west right-of-way of Cherryvale Avenue and the easterly city limits of Golden Gate Drive. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

2. Little Chute shall supply water to the properties connecting to the water main identified above and shall be responsible for billing for this service at its established rate. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

3. Fire Protection. Pursuant to § 196.03(3)(b), Wis. Stats., Appleton and Little Chute have elected to charge properties a public fire protection fee as part of the water utility bill. City of Appleton properties within the Cherryvale service area shall be billed at rates approved by the PSC under the Village of Little Chute Utility tariffs. Any future changes to the public fire protection billing practice described herein shall be mutually agreed upon in writing by Appleton and Little Chute. Little Chute will perform the flushing and fire flow tests on the hydrants and provide the information to Appleton's Director of Public Works.

4. Little Chute agrees that the monthly user rate for sewer and water service shall be uniform for property owners located either within its boundaries and City of Appleton properties within the Cherryvale service area. Parties to the agreement further agree that sewer user rates and water user rates may change in dollar amount from time to time as Little Chute changes the sewer rates or water rates then being charged to its customers.

5. Appleton shall be responsible for the costs of the watermain installation as described in Paragraph 1. Little Chute shall be responsible for paying any oversizing of said watermain due to the Northside Solutions property. Little Chute shall be responsible for paying for any oversizing of said watermain due to the B&H property to the west of the westerly limit of

Golden Gate Drive. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

6. Little Chute shall own and maintain the watermain within in the Cherryvale service area (see Exhibit A) located both in the City of Appleton and the Village of Little Chute.

7. Appleton shall work cooperatively with Little Chute to collect past due utility service bills by, when legally permissible, placing qualified past due accounts associated with properties subject to this Agreement on said property's tax bill.

SANITARY SEWER

8. Appleton shall install sanitary sewer on Cherryvale Avenue between the city limits on the southerly end of Cherryvale Avenue and Apple Creek Corridor on the northerly end of Cherryvale, and in Golden Gate Drive between the west right-of-way of Cherryvale Avenue and the easterly city limits of Golden Gate Drive. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

9. Little Chute shall own and maintain the sanitary sewer line located in Cherryvale Avenue and Golden Gate Drive within the city limits of the city and within the boundaries of the village of Little Chute and shall be responsible for billing properties served by these sanitary lines at its established rate.

10. Little Chute shall be responsible for paying for any oversizing of said sanitary sewer due to the Northside Solutions property. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

11. The City shall be responsible for collecting the area assessments for the north side sewer interceptor, constructed in 1995 and the West Evergreen Drive interceptor, constructed in 2005, by the Village of Little Chute. The assessments shall be collected as applicable to the property, as development occurs in the area, payable prior to final plat approval. Per Exhibit C, the ultimate assessment area is 54.39 acres.

Heart of the Valley (HOV) connection fees shall be paid directly to the Village of Little Chute when requesting connection for service. The connection fee must be paid prior to any service connection granted.

STORM SEWER

12. Appleton shall install storm sewer in the right-of-way of Cherryvale Avenue within the City limits and that portion of Golden Gate Drive within the city limits of Appleton. Appleton shall own and maintain the storm sewer. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

13. Appleton shall be responsible for paying any oversizing of a storm sewer connection to transport stormwater to Little Chute's Southwest Pond.

14. Appleton property owners shall pay applicable stormwater ERU charges to Appleton and Little Chute residents shall pay applicable stormwater ERU charges to Little Chute regardless of which drainage basin they reside in.

ROADWAY CONSTRUCTION AND FUTURE REPAIRS

15. Appleton shall be responsible for the construction of Cherryvale Avenue within the City limits. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

16. Little Chute agrees to detach any portion of the right-of-way of French Road identified in the attached exhibit, and Appleton agrees to accept any portion of the French Road right-of-way so detached. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

17. Little Chute shall pay Appleton \$150,000 towards the cost of the construction of Cherryvale Avenue and Golden Gate Drive east to the Appleton city limits, and west to the westerly point of Cherryvale at the south city limits. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

18. The terms of this Agreement, and the payment by Little Chute to the City of Appleton of \$150,000 as identified in Paragraph 17 above, is contingent on the Village of Little Chute entering into a signed Development Agreement with Northside Solutions for the repayment by Northside Solutions to the Village of Little Chute of said \$150,000. *(Parties agree that requirements in this section have been satisfied and it remains in this agreement for historical reference only.)*

19. Little Chute shall be responsible for all future costs for repair and replacement of watermains and sanitary sewer installed by Appleton pursuant to this Agreement. Additionally, Little Chute shall be responsible for all roadway and sidewalk repair and restoration costs arising out of the aforementioned repair or replacement activities. Except in the case of an emergency, Little Chute shall first apply for any required road/sidewalk excavation permits from Appleton.

20. All road repairs, maintenance and replacement is the exclusive responsibility of the City of Appleton. The Village and City agree to work cooperatively on the scheduling of future sewer, water and street reconstruction.

21. Appleton and Little Chute shall work cooperatively on the design and construction of Cherryvale Avenue from Apple Creek Corridor to Evergreen Drive for concrete paving in 2022.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

Dated this ____ day of _____, 2020.

City of Appleton

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, 2020, the above-named _____, Mayor and Kami Lynch, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

Approved as to form:

Christopher R. Behrens, City Attorney
City Law A20-0119
Last Update: 4/30/2020

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

Dated this ____ day of _____, 2020.

Village of Little Chute

By: _____
Michael Vandenberg, Village President

By: _____
Laurie Decker, Village Clerk

STATE OF WISCONSIN)
 : ss.
_____ COUNTY)

Personally came before me on this ____ day of _____, 2020, the above-named Michael Vandenberg, Village President and Laurie Decker, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

Approved as to form:

Charles D. Koehler
Attorney for Village of Little Chute

Water Limits Map

-  City of Appleton
-  Village of Little Chute
-  Agreement Area
-  Grand Chute

Exhibit A

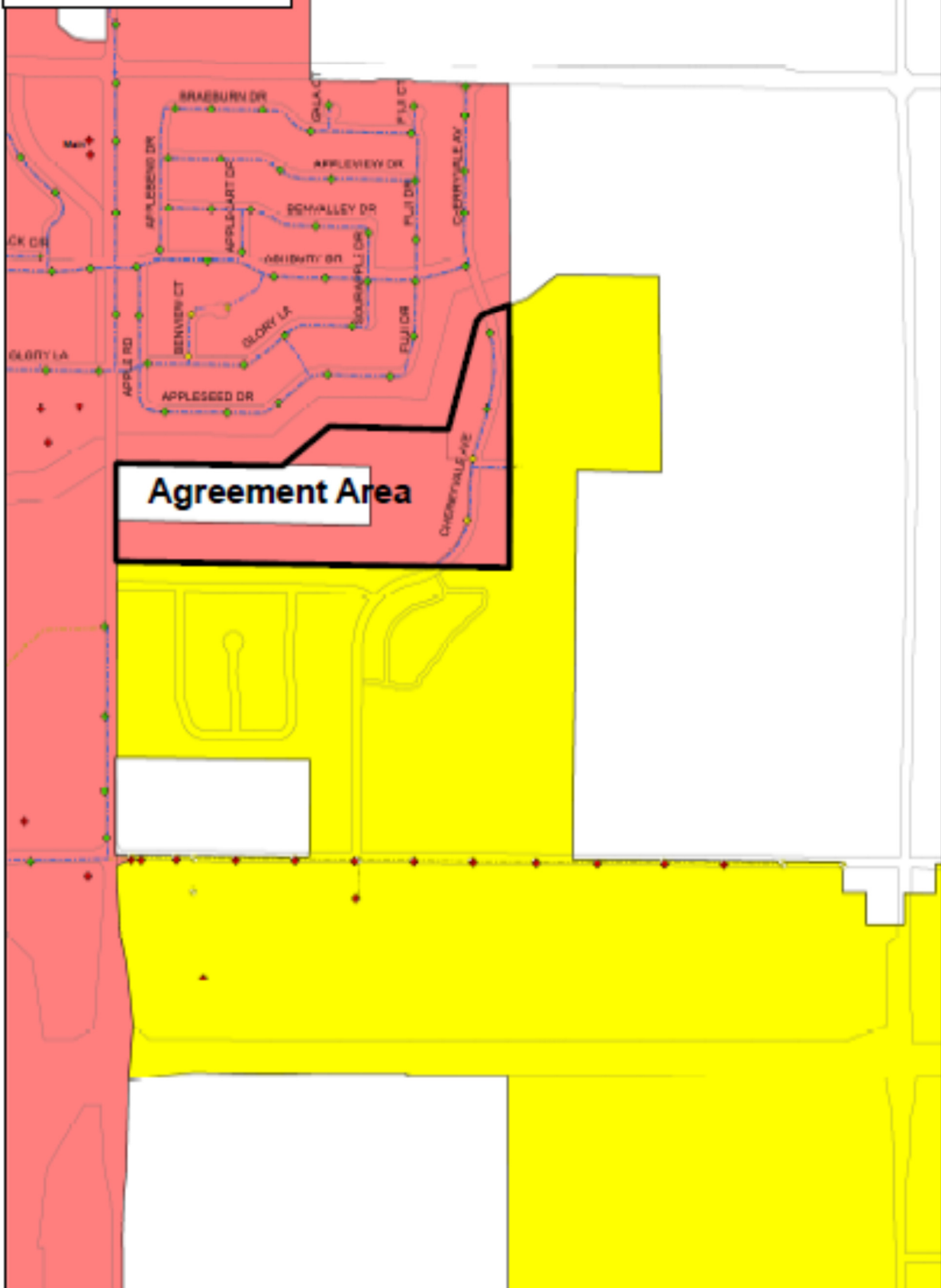
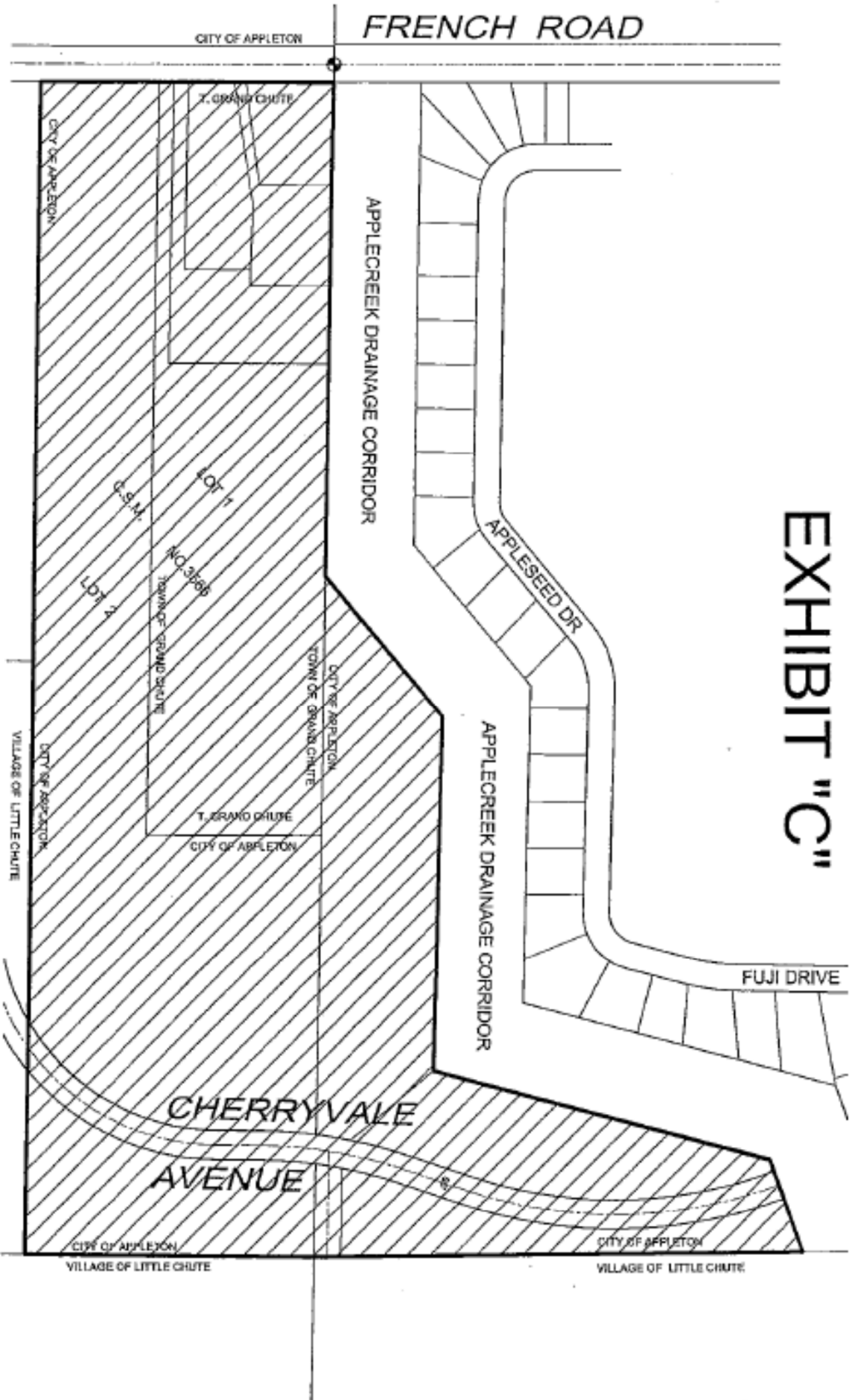


EXHIBIT "C"



CITY OF APPLETON
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 100 NORTH APPLETON STREET
 APPLETON, WI 54911
 920-832-6474 DRAFTED BY: T. KRONKA
 H:\Acad\Exhibits\Cherryvale_Exhibit_C_1112_2013