

**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 §66.01; and,

*WHEREAS*, under the provisions of Wisconsin State Statutes §§66.023, 66.027 and 66.30, 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 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

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

**WATERMAIN**

1. Appleton shall install the water main on Cherryvale Avenue between the city limits on the southerly end of Cherryvale Avenue and Street "B" on the northerly end of Cherryvale, and in Street "B" between the west right-of-way of Cherryvale Avenue and the easterly city limits of Street "B" and the westerly point of Cherryvale at the south city limits.

2. Little Chute shall supply water to the properties connecting to the water main identified above. Little Chute shall install and maintain a water meter at the intersection of Cherryvale and the City limits to monitor water. Little Chute shall install and maintain a water meter at a point identified as the Northside Solutions property to calculate the water usage by the Northside Solutions property users.

3. 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 limited of Street "B".

4. Appleton shall own the watermain located within the city of Appleton and Little Chute shall own the watermain located within the village of Little Chute.

#### **SANITARY SEWER**

5. Appleton shall install sanitary sewer on Cherryvale Avenue between the city limits on the southerly end of Cherryvale Avenue and Street "B" on the northerly end of Cherryvale, and in Street "B" between the west right-of-way of Cherryvale Avenue and the easterly city limits of Street "B", and the westerly point of Street "B".

6. Appleton shall own and maintain the sanitary sewer line located in Cherryvale Avenue within the city limits of the city. Little Chute shall own and maintain the sanitary sewer line located in Cherryvale Avenue within the boundaries of the village of Little Chute.

7. Little Chute shall be responsible for paying any oversizing of said sanitary sewer due to the Northside Solutions property.

#### **STORM SEWER**

8. Appleton shall install storm sewer in the right-of-way of Cherryvale Avenue within the City limits and that portion of street within the city limits of Appleton. Appleton shall own and maintain the storm sewer.

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

10. 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**

11. Appleton shall be responsible for the construction of Cherryvale Avenue within the City limits.

12. 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.

13. Little Chute shall pay Appleton \$150,000 towards the cost of the construction of Cherryvale Avenue and Street "B" east to the Appleton city limits, and west to the westerly point of Cherryvale at the south city limits.

14. The terms of this Agreement, and the payment by Little Chute to the City of Appleton of \$150,000 as identified in Paragraph 13 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**City of Appleton**

By: \_\_\_\_\_  
Timothy M. Hanna, Mayor

By: \_\_\_\_\_  
Charlene M. Peterson, City Clerk

STATE OF WISCONSIN        )  
  : ss.  
OUTAGAMIE COUNTY        )

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, the above-named Timothy M. Hanna and Charlene M. Peterson, 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:

\_\_\_\_\_  
James P. Walsh, City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**Village of Little Chute**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN        )  
                                      : ss.  
\_\_\_\_\_ COUNTY    )

Personally came before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, the  
above-named \_\_\_\_\_ and \_\_\_\_\_, 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:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

J:\Attorney\WORD\Agreements (General)\Boundary Agreements\  
Little Chute - Appleton - Boundary Agreement (Clean 05-20-13).doc  
Last Update: May 20, 2013  
By: Jim Walsh and Paula Vandehey