



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: August 25, 2020

Common Council Meeting Date: September 2, 2020

Item: Detachment of Territory – Plank Road and Lake Park Road

Case Manager: David Kress, Principal Planner

GENERAL INFORMATION

Owner/Applicant: City of Appleton

Location: Portions of Plank Road and Lake Park Road, generally located north of Midway Road (adjacent to parcels 43290, 43292, and 43812 in the Village of Harrison)

Petitioner's Request: Owner is requesting to detach land from the City of Appleton to the Village of Harrison, pursuant to Section 66.0227 of the Wisconsin State Statutes.

Purpose for Detachment: To carry out a responsibility identified in an Intergovernmental Cooperation Agreement between the City of Appleton and Village of Harrison.

Population of Such Territory: 0

Detachment Area: 4.3326 acres m/l

BACKGROUND

The subject area was annexed to the City in parts, with annexations approved by Common Council in 1993 (Wisconsin Electric Annexation), 1994 (Lake Park II Annexation), and 2009 (Midway Road / CTH LP Annexation). The land was annexed from the Town of Harrison at that time.

On June 3, 2020 Common Council approved an Intergovernmental Cooperation Agreement between the City of Appleton and Village of Harrison. The agreement is primarily concerning provision of sewer and water services. The related staff memo and fully executed agreement are attached for reference. Stipulation #5 of the agreement states that the City shall undertake the tasks required for detachment of the subject road right-of-way.

STAFF ANALYSIS

The Community and Economic Development Department staff has reviewed the detachment petition and identifies the following:

- The area proposed for detachment is adjacent to parcels currently located in the Village of

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Harrison. Adjacent parcels 43290 and 43292, known as the Renn property, were the basis for the Intergovernmental Cooperation Agreement between the City and Village. Detachment of the area in question is consistent with the agreement.

- Currently, the subject area consists of existing road right-of-way. The City has installed sewer and water infrastructure within this right-of-way. Provision of sewer and water service to the adjacent Renn property is covered in the Intergovernmental Cooperation Agreement.
- In this area, the proposed detachment would result in roughly half of the existing Plank Road and Lake Park Road right-of-way being located in the Village of Harrison. The area north of the Plank Road centerline and east of the Lake Park Road centerline would remain in the City.
- After detachment, the existing zoning district boundary lines would be shifted to the centerline of the road right-of-way to account for the change in municipal boundaries. A small area of R-1B Single-Family District at the southwest corner of Plank Road and Lake Park Road would be removed completely.
- The detachment of territory is governed by Section 66.0227(2) of State Statutes. This statute indicates that if Common Council approves the detachment as proposed, the Village must then adopt an ordinance accepting the territory within 60 days after enactment.

Surrounding Zoning Classification and Land Uses:

North: PD/R-3 Planned Development Multi-Family District and C-2 General Commercial District. The adjacent land uses to the north are currently a mix of multi-family residential and commercial uses.

South: Village of Harrison. The adjacent land uses to the south are currently agricultural.

East: AG Agricultural District, R-1A Single-Family District, PD/R-3 Planned Development Multi-Family District, and R-3 Multi-Family District. The adjacent land uses to the east are currently a mix of residential and agricultural uses.

West: Village of Harrison. The adjacent land uses to the west are currently agricultural.

Appleton Comprehensive Plan 2010-2030: The City of Appleton *Comprehensive Plan 2010-2030* identifies this area with future One and Two-Family Residential and Mixed Use designations. The proposed detachment is consistent with the following objective and policy of the *Comprehensive Plan 2010-2030*.

OBJECTIVE 11.1 Intergovernmental Cooperation:

Maintain a positive relationship with local area governments to foster collaboration on issues of mutual concern.

Policy 11.1.1 Ensure continued discussion between Appleton and neighboring municipalities and

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counties, including both elected officials and department staff. Continue to partner with Outagamie, Winnebago, and Calumet counties to serve City residents in an efficient manner.

Technical Review Group (TRG) Report: This item appeared on the August 4, 2020 Technical Review Group agenda. No negative comments were received from participating departments.

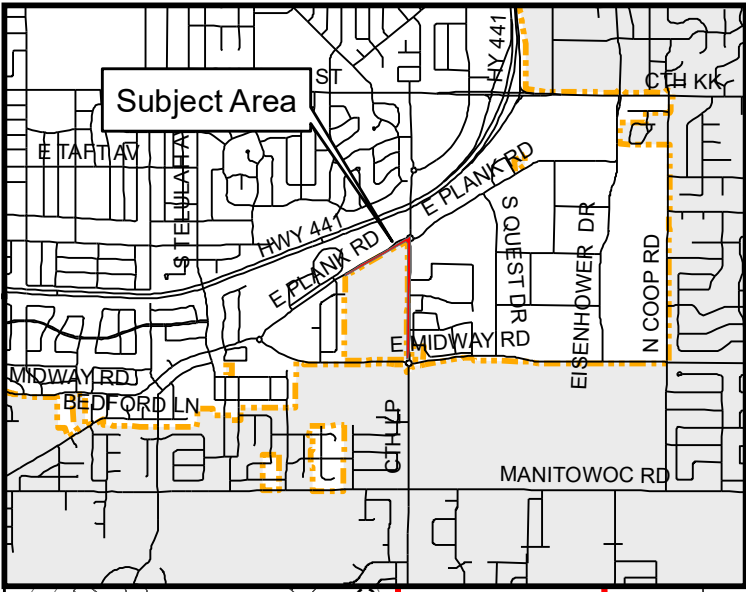
FUTURE ACTIONS

If Common Council approves the detachment as proposed, the Village must then adopt an ordinance for attachment of said lands within 60 days, pursuant to Section 66.0227(2) of State Statutes. The anticipated timeline for completion of the City’s tasks has been shared with Village representatives.

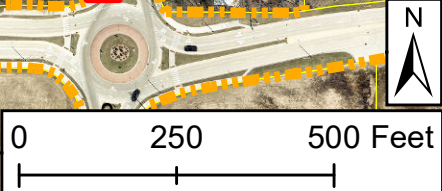
RECOMMENDATION

Staff recommends that the detachment of territory from the City of Appleton to the Village of Harrison, for the parts of Plank Road and Lake Park Road described in the attached petition and shown on the attached maps, **BE APPROVED**.

Detachment of Territory
City of Appleton to Village of Harrison
Plank Road and Lake Park Road
Zoning Map



Detachment of Territory
City of Appleton to Village of Harrison
Plank Road and Lake Park Road
Aerial Map



**PETITION FOR DETACHMENT OF LAND FROM THE CITY OF APPLETON
TO THE VILLAGE OF HARRISON**

The undersigned, representing all owners of the land lying within the area described below and shown on the attached scale map, in accordance with s. 66.0227 Wis. Stats., petition to detach said land from the City of Appleton, Calumet County, Wisconsin to the Village of Harrison, Calumet County, Wisconsin, to-wit:

A part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) and the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin, containing 4.3326 Acres of road right of way and being further described by:

Commencing at the East ¼ corner of said Section 5;

Thence South 00°46'05" West 138.05 feet along the East line of the SE ¼ of said Section 5 to the reference line of C.T.H. "AP" (aka Plank Road) according to State R/W Project Number 4984-01-21 and being the point of beginning;

Thence North 60°00'30" East 3.31 feet along said reference line to a reference line for C.T.H. "LP" (aka Lake Park Road);

Thence South 00°49'58" West 2,505.09 feet along said reference line for C.T.H. "LP" (aka Lake Park Road);

Thence North 89°10'02" West 50.00 feet to the West line of said C.T.H. "LP" (aka Lake Park Road);

Thence North 00°49'58" East 2,271.46 feet along the West line of said C.T.H. "LP" (aka Lake Park Road);

Thence North 05°20'40" West 84.41 feet along the West line of said C.T.H. "LP" (aka Lake Park Road);

Thence North 43°22'20" West 54.78 feet along the West line of said C.T.H. "LP" (aka Lake Park Road) to the Southeasterly line of C.T.H. "AP" (aka Plank Road);

Thence South 60°00'30" West 371.72 feet along the Southeasterly line of C.T.H. "AP" (aka Plank Road);

Thence South 62°52'15" West 100.12 feet along the Southeasterly line of C.T.H. "AP" (aka Plank Road);

Thence South 60°00'30" West 731.57 feet along the Southeasterly line of C.T.H. "AP" (aka Plank Road);

Thence Southwesterly 230.50 feet along the arc of curve to the left having a radius of 11,419.16 feet and the chord of which bears South 59°25'48" West 230.50 feet along the Southeasterly line of C.T.H. "AP" (aka Plank Road);

Thence North 00°28'00" East 46.94 feet to said reference line for C.T.H. "AP" (aka Plank Road);

Thence Northeasterly 206.70 feet along the arc of a curve to the right having a radius of 11,459.16 feet and the chord of which bears North 59°29'30" East 206.70 feet along said reference line for C.T.H. "AP" (aka Plank Road);

Thence North 60°00'30" East 1,340.11 feet along said reference line for C.T.H. "AP" (aka Plank Road) to the point of beginning.

Area of land (public right-of-way) to be detached contains 4.3326 acres m/l.

The current population of such territory is 0.

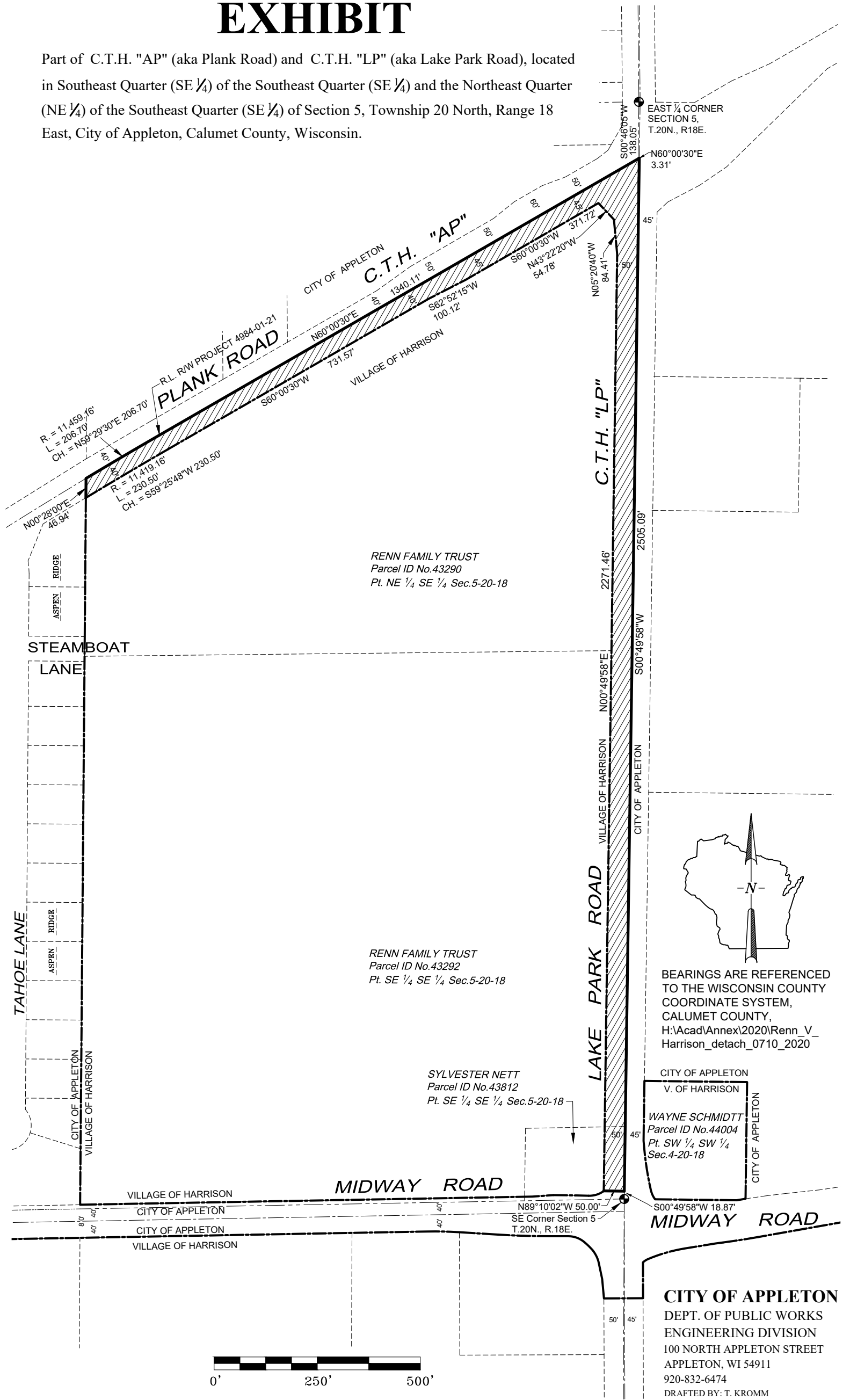
Dated the 5th day of August, 2020.



Jacob A. Woodford, Mayor, City of Appleton

EXHIBIT

Part of C.T.H. "AP" (aka Plank Road) and C.T.H. "LP" (aka Lake Park Road), located in Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 5, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin.



RENN FAMILY TRUST
Parcel ID No.43290
Pt. NE 1/4 SE 1/4 Sec.5-20-18

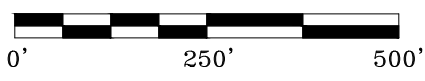
RENN FAMILY TRUST
Parcel ID No.43292
Pt. SE 1/4 SE 1/4 Sec.5-20-18

SYLVESTER NETT
Parcel ID No.43812
Pt. SE 1/4 SE 1/4 Sec.5-20-18

CITY OF APPLETON
V. OF HARRISON
WAYNE SCHMIDT
Parcel ID No.44004
Pt. SW 1/4 SW 1/4
Sec.4-20-18

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, CALUMET COUNTY, H:\Acad\Annex\2020\Renn_V_Harrison_detach_0710_2020

CITY OF APPLETON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911
920-832-6474
DRAFTED BY: T. KROMM





MEMO

TO: Finance Committee

FROM: Paula Vandehey, Director of Public Works *PAV*

DATE: May 28, 2020

SUBJECT: **Request to approve Intergovernmental Cooperation Agreement between the City of Appleton and Village of Harrison concerning services.**

The parcel of property shown on the attached map between Plank Road and Midway Road is known as the Renn Farm. This land has been in the City of Appleton's Sewer Service Area for over 25 years, and the City has installed sewer and water infrastructure on three sides of this property.

In 2020 the Village of Harrison requested to East Central Regional Planning Commission that the Renn Farm parcel be removed from the City of Appleton's Sewer Service Area and added into the Grand Chute-Menasha West Sewer Service Area. At their March 11, 2020 meeting, the Commission directed the Communities to work together to find common ground so that this property could develop in the most efficient manner possible. If the Communities did not come to a mutual agreement, then the Commission would make a determination on whether the Sewer Service Area is amended.

After several meetings and iterations, the Communities have come to the proposed Intergovernmental Cooperation Agreement attached. Both City staff and Village staff support the agreement as outlined. On May 26, 2020 the Village Board unanimously approved the agreement contingent upon Appleton Common Council approval.

Staff recommends the Common Council APPROVE entering the intergovernmental cooperation agreement with the Village of Harrison concerning services.

Attachments



TELULAH
NEWBERRY ST
WALTER AVE
MEAD POOL
SCHAEFER
DERKS
WOODLAND
PLANK RD
MIDWAY RD
MANITOWOC RD

TELULAH
NEWBERRY ST
COLLEGE AV
JOHN ST
CALUMET ST
KENSINGTON DR
PLANK RD
MANITOWOC RD

Village of Kimberly
Town of Buchanan
Village of Harrison
Q
R
S
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U
V
W
X
Y

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
CITY OF APPLETON AND VILLAGE OF HARRISON CONCERNING SERVICES**

The Parties to this Intergovernmental Cooperation Agreement (hereinafter the "Agreement") are the City of Appleton (hereinafter the "City") and the Village of Harrison (hereinafter the "Village").

RECITALS

WHEREAS, tax parcel 43290, consisting of approximately 21.41 acres and tax parcel 43292, consisting of approximately 37.72 acres (collectively the "Renn Property") are currently located within the Village and are presently undeveloped; and,

WHEREAS, there is currently no sewer or water service to the Renn Property; and,

WHEREAS, although the Renn Property is currently located within the Village, the Wisconsin Department of Natural Resources (hereinafter "DNR") through its affiliate, the East Central Wisconsin Regional Planning Commission (hereinafter "ECWRPC"), have assigned the Renn Property to the City's Sewer Service Area (hereinafter "SSA"); and,

WHEREAS, prior to this Agreement, the City installed sewer and water infrastructure in the streets adjacent to the Renn Property; and,

WHEREAS, in order for the Village's wholly-owned utility to provide sewer and water service to the Renn Property, the DNR would have to reassign the Renn Property to the Village's SSA; and,

WHEREAS, the Executive Director of ECWRPA has indicated his unwillingness to support reassignment of SSA to the Renn Property without an agreement of the parties; and,

WHEREAS, accordingly, the Village must either enter into an agreement with the City or apply to the DNR for a contested case hearing on the issue of reassignment of SSA to the Renn Property; and,

WHEREAS, the parties hereto opt to settle this dispute amicably in a way that is beneficial to all parties without the probable need to engage in a contested case hearing before the DNR.

WHEREAS, the Village is able to provide sewer and water to the Renn Property through its wholly-owned subsidiary doing business as Harrison Utilities and the City of Appleton is able to provide sewer and water to the Renn Property through its wholly-owned subsidiary doing business as the City of Appleton Utilities.

NOW THEREFORE, the parties agree as follows:

1. The statutory authority for this Agreement is under Wis. Stat. §66.0301(1) – (5).
2. The City agrees to provide sewer and water service to the Renn Property on terms identical to its provision of sewer and water service to other areas of the City, subject to the exceptions contained herein.
3. If the Renn Property is subdivided or developed, the City agrees to provide sewer and water service to the Renn Property on each existing or created parcel on the same terms as above.
4. In exchange for the foregoing, the Village agrees to refrain from petitioning ECWRPC or the DNR for the reassignment of SSA from the City to the Village forever.
5. Within 60 days of this Agreement, the City shall begin the process to detach the following stretches of roadway from its incorporated City boundaries, from the centerline of said road to the Village limits, said stretches shall thereafter be attached to the Village. As “owner” of the lands under said areas to be detached, the City shall undertake the tasks required for detachment identified in Wis. Stat. §66.0227 (1); and thereafter as soon as reasonably possible and practical adopt an ordinance for detachment pursuant to Wis. Stat. §66.0227 (2); thereafter, within 60 days, the Village shall adopt an ordinance for attachment of said lands pursuant to Wis. Stat. §66.0227 (2).
 - a. Plank Rd. – from Lake Park Rd. to the property line east of Tahoe Lane.
 - b. Lake Park Rd. – from Midway Rd. to Plank Rd.
6. The Village shall pay the City, in six yearly installments, half the cost of the storm sewer, paving, grade and gravel, and temporary asphalt paving for the following roads once the portions of those roads up to the centerline (adjacent to the Renn property) have been detached from the City and attached to the Village:
 - a. Plank Rd. – from Lake Park Rd. to the property line east of Tahoe Lane. (\$217,523.00) (Storm Sewer \$49,401; Paving \$140,054; Grade & Gravel \$28,068).
 - b. Lake Park Rd. – from Midway Rd. to Plank Rd. (\$467,068.50) (Storm Sewer \$66,055; Paving \$349,042; Grade & Gravel \$36,677.50; Temporary Asphalt \$15,294).
7. Payment of the \$684,591.50 referenced above shall be made in 6 installments; the first installment of \$114,098.50 shall be due on or about the 31st date after the second detachment ordinance is adopted (provided no petition for referendum is filed within 30 days pursuant to Wis. Stat. §66.0227 (3)). The subsequent five installments shall be due on January 31 of 2021, 2022, 2023, 2024, and 2025.

8. The Village agrees to pay half the cost of the sewer and water infrastructure used by any future development on the Renn Property north of Midway Rd. based upon the connection points into the City's systems. Any such payments shall be due prior to connection to City infrastructure. If the development connects to the sewer or water system on Lake Park Road, then the Village would be required to pay \$79,266 (half the cost of the sewer and water infrastructure on Lake Park Road). If the development connects to the sewer and water system on Plank Road, then the Village would be required to pay \$57,619 (half the cost of the sewer and water infrastructure on Plank Road). If the development connects to the sewer and water infrastructure on Midway Road, then the Village would be required to pay \$58,165 (half the cost of the sewer and water on Midway Road). Neither the subject developer(s) nor any end lot users will have to pay any additional connection fees for any sub connections to the City's infrastructure, provided there are no additional direct connections to City infrastructure.

9. The City agrees not to charge any fees, connection or otherwise, for infrastructure that the Village has reimbursed the City for.

10. The Village agrees that all stormwater management associated with any future development of the Renn property shall be treated on-site before being discharged into the City's system. The stormwater management plan shall be reviewed by the City of Appleton staff for compliance with City ordinances before it is approved by the Village. If the City determines that the plan does not comply with their ordinances regarding stormwater management, then the City must give written correspondence to the Village stating what standards are not met and possible remedies to become compliant. If the City denies access to its storm sewer system from the Renn property for any reason, the Village is not responsible for any payment for storm sewers and any payment already received by the City for storm sewer infrastructure shall be refunded to the Village.

11. The Village agrees to prohibit any industrial or light industrial uses (including personal storage units) on the Renn Property provided that the property has access to public sewer and public water.

12. The City and Village shall mutually agree on the development concept prior to approval of any connections to City infrastructure; however the City may not unreasonably hinder, delay, or deny any such proposal if it is in compliance with this Agreement.

13. The City agrees not to discriminate against the current or future owners of all or any portion of the Renn Property in the terms or conditions of its provision of sewer and water service to the Renn Property and the rates charged by the City shall be consistent to the rates charged to other sewer customers of the City and the rates charged by the City for water shall be in accordance with rates approved by the Wisconsin Public Service Commission.

14. The Village shall assist the City in administering and enforcing the City's sewer use ordinance and water use ordinance, if any, by adopting said ordinances into its own code, as updated from time to time, to be applicable to the Renn Property, and by enforcing actions for violations thereof as necessary and as requested by the City from time to time.

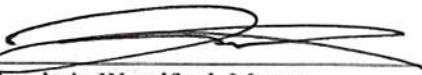
15. The Village shall assist the City in its efforts to collect unpaid sewer and/or water bills from current or future owners of the Renn Property by certifying unpaid sewer and/or water bills to the Calumet County Clerk for placement on said property owners' tax bills as special charges, or as otherwise agreed by the parties to further the purposes of this Agreement.

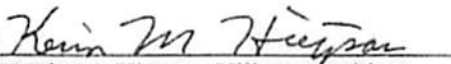
Dated: 6/15/2020

Dated: 6-8-2020

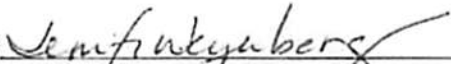
CITY OF APPLETON

VILLAGE OF HARRISON

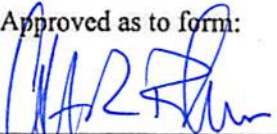
By: 
Jacob A. Woodford, Mayor

By: 
Kevin M. Hictpas, Village President

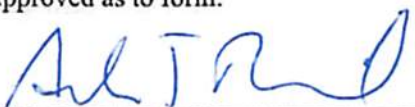
By: 
Kami Lynch, City Clerk

By: 
Jennifer Weyenberg, Village Clerk

Approved as to form:

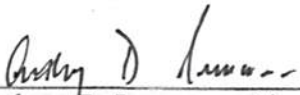

Christopher R. Behrens, City Attorney

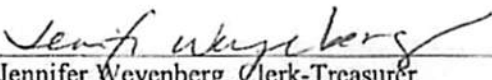
Approved as to form:


Andrew J. Rossmeissl, Village Attorney

Provision has been made to pay the liability that will accrue under this contract.

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Anthony D. Saucerman, Finance Director


Jennifer Weyenberg, Clerk-Treasurer