

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
VILLAGE OF LITTLE CHUTE AND CITY OF APPLETON**

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

RECITALS

WHEREAS, the Village and the City are parties to an intergovernmental cooperation agreement dated April 1, 1996; and,

WHEREAS, the Village and the City wish to adjust the boundary line separating the Village and the City.

WHEREAS, a public hearing was held on this proposed Agreement by the Village on _____, 2015 and by the City on _____, 2015, and said public hearings were noticed in accordance with Wisconsin Statutes §66.0301(6)(c).

WHEREAS, following the public hearings above the Village adopted a resolution approving this Agreement on _____, 2015 and the City adopted a resolution approving this Agreement on _____, 2015 in accordance with Wisconsin Statutes §66.0301(6)(c).

WHEREAS, except as modified herein the intergovernmental cooperation agreement of April 1, 1996 continues in full force and effect, and this Agreement serves to clarify that 1996 Agreement in partial recognition that the City is assuming maintenance responsibility for French Road in the area affected by this Agreement.

NOW THEREFORE, the Village and the City hereby enter into an Intergovernmental Cooperation Agreement pursuant to the authority granted to them by Wisconsin Statutes §66.0301, on the following terms:

I. Term of Agreement. The Term of this Agreement shall be indefinite subject to the same termination provisions in paragraph 14 of the Boundary Agreement of 1996. The "Effective Date" shall be the later of 1) the first date that this Agreement is signed by an authorized representative of both Parties, or 2) if, for any reason, this Agreement does not or cannot become effective on the first date it is signed by an authorized representative of both Parties, it shall become effective on the first date thereafter that this Agreement may become effective under Wisconsin law.

II. Agreement Procedure. Prior to approving this Agreement by resolution, the Village and City has held public hearings in accordance with Wisconsin Statutes §66.0301(6)(c), and the Village and City provided notice of a pending agreement and public hearing by publishing a class 1 notice and by giving notice to each property owner affected by certified mail at least 20 days before the public hearing, in accordance with Wisconsin Statutes §66.0301(6)(c).

III. Apportionments of Assets and Liabilities. Unless stated herein, the apportionment of assets and liabilities between the Village and the City shall be determined pursuant to Wisconsin Statutes §66.0235.

IV. Adjustment to Boundary Line Between Village and City.

a. Prior to the Effective Date, the boundary line between the Village and City is/was as indicated in **Exhibit A**.

b. By this agreement, On or after the Effective Date, the Village and City hereby will alter the boundary line between the Village and City so that the boundary line between the Village and City becomes the lines between the Village and City reflected in **Exhibit B**.

c. On or after the Effective Date, the Village Board will adopt and file an ordinance to trigger the boundary line change in accordance with Wisconsin Statute §66.0301(6). Said ordinance shall be filed and recorded immediately (or as soon thereafter as reasonably possible) in accordance with Wisconsin Statute §66.0301(6), to effectuate the boundary line alternation between the Village and City.

d. The parties agree that the above required statutory procedures and corresponding boundary change made part of this Agreement shall be accomplished by March 1, 2015.

V. The Village and the City agree that providing planned access along French Road between CTH JJ and Evergreen Drive is in the interest of both municipalities for future planning, and accordingly the following conditions are made part of this Agreement it is agreed as follows:

a. That an access driveway shall be constructed from the parking lot on the west side of French Road serving the sports complex, which access shall be immediately across the street from the proposed intersection of Gardenia Street and French Road. The improved access for the parking lot shall be at the expense of the Village and constructed simultaneously with the construction of Gardenia Street. The location of Gardenia Street as currently platted is approved by the parties to this agreement.

b. The Village and the City agree that the Village will dedicate lots 5 and 6 in the Crosswinds Plat as dedicated street right-of-way at such time the development of adjacent land in the City north of this Plat indicates that to be the correct location for access to French Road from Gardenia Street. By _____, ~~2015, December 31, 2014~~ this future street location will be placed upon these lots on the official map of the Village for such purpose. It is agreed the Village will cooperatively sell Lots 5 and 6 to the developer of the land adjacent to and north of the Village limits located in the City of Appleton at a price of \$48,000, if this location is identified as the street location for the development. The developer, as part of the cost, will agree to reimburse the Village for any repair costs necessary to Gardenia Street resulting from traffic by construction vehicles and equipment. The timing of the acquisition is undeterminable until said property is ready for development; however, if the owners of adjacent land in the City north of this Crosswinds Plat desire to use Lots 5 and 6 for public street access purposes to Gardenia Street, these owners shall purchase said lots from the Village on or before a date- eighteen (18) months following the date that 80% of the single family residential lots in the Crosswind Estates Plat (as described in subsection d. below) have single family homes constructed on them, whether or not sold, after which time such purchase rights will be deemed abandoned, so that the Village may sell these lots to Crosswinds Development, LLC or anyone else and such lots do not have to be used for road purposes.

c. The City and Village agree to cooperate to provide two access points in addition to Gardenia Street from the Village onto French Road, at locations mutually agreeable to both the City and the Village. It is agreed that one of these two access points is the driveway south of Gardenia Street for which the center line of the driveway will be located as shown on **Exhibit C** approximately 497.5 feet south of the center line of Gardenia Street. This access point is approved by the parties to this agreement. The second access point will be a safe distance north of Evergreen and is anticipated by both the City and Village to be best located on the east side of French Road directly across from a corresponding access point on the west side of French Road, but which locations are undeterminable until at least one of these properties utilizing such an access point are ready for development. The design of all three (3) access points shall be approved by the City of Appleton for appropriate acceleration/deceleration lands and turning radii.

d. **Crosswind Estates Plat.** The term "Crosswind Estates Plat" for purposes of the application of the 80% test in subsection b. above, includes that land comprised of Lots 1 through 98 (excluding Lots 5 and 6 which may be used for road purposes) in the Crosswind Estates Final Plat and Crosswind Estates Preliminary Re-Plat attached hereto as "Exhibit V.d."

VI. Modification. This Agreement may be modified by the mutual agreement of the Village and City.

VII. Construction of Agreement. Any court of competent jurisdiction that is interpreting and reviewing this Agreement, shall review it in the context that most favors enforceability. If a reviewing court interprets the statutes so as to require separate agreements for sharing of services under §66.0301(1-5) and boundary agreements under §66.0301(6), then a reviewing court shall read this Agreement as two separate Agreements, with one agreement addressing the issues addressed in §66.0301(1-5) and the other agreement addressing the issues presented in §66.0301(6). If, however, a reviewing court believes that this Agreement is most enforceable if interpreted as a single agreement, then it should interpret this Agreement as a single agreement.

The below-signed authorized individuals certify that this Intergovernmental Cooperation Agreement has been duly approved by their respective governing bodies in accordance with state and local laws, rules and regulations, and that each has caused their duly authorized officers to execute this Agreement on the dates written before their respective signatures.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Dated this _____ day of _____, 2015.

City of Appleton

By: _____
Timothy M. Hanna, Mayor

By: _____
Dawn A. Collins, City Clerk

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this _____ day of _____, 2015, the above-named Timothy M. Hanna, Mayor and Dawn A. Collins, 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:

James P. Walsh, City Attorney

CROSSWIND ESTATES

PRELIMINARY PLAT OF

All of Lot 3 and Lot 4 of Certified Survey Map Number 8812, recorded in Volume 46 of Certified Survey Maps, Page 8812, Document Number 9315414, being part of Lots 1 and 2 and being part of "A" of Certified Survey Map Number 15, recorded in Volume 46 of Certified Survey Maps, Page 15, Document Number 9315414, being part of the Southeast 1/4, Section 16, Township 21 N., Range 18 East, Village of Little Chute, Outagamie County, Wisconsin.

OWNERS:
CROSSWIND ESTATES, LLC
JEFF MANLOW, MANAGER MEMBER
URGEN, DAN, WI 54133

LOTS 1-10:
VILLAGE OF LITTLE CHUTE
LITTLE CHUTE, WI 54140

LOTS 11-100:
LITTLE CHUTE, WI 54140

MINIMUM LOT AREA:
9,260 SQUARE FEET

MINIMUM LOT WIDTH:
52.00 FEET ON BAW
52.00 FEET (LOT 20)

BUILDING SETBACKS:
1) FRONT YARD 30 FEET COMBINED
2) REAR YARD 20 FEET

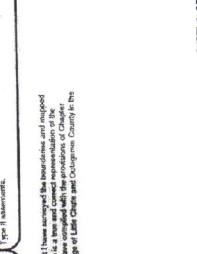
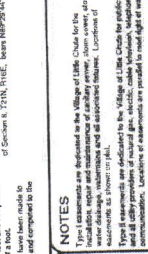
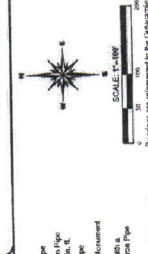
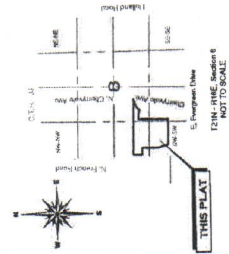
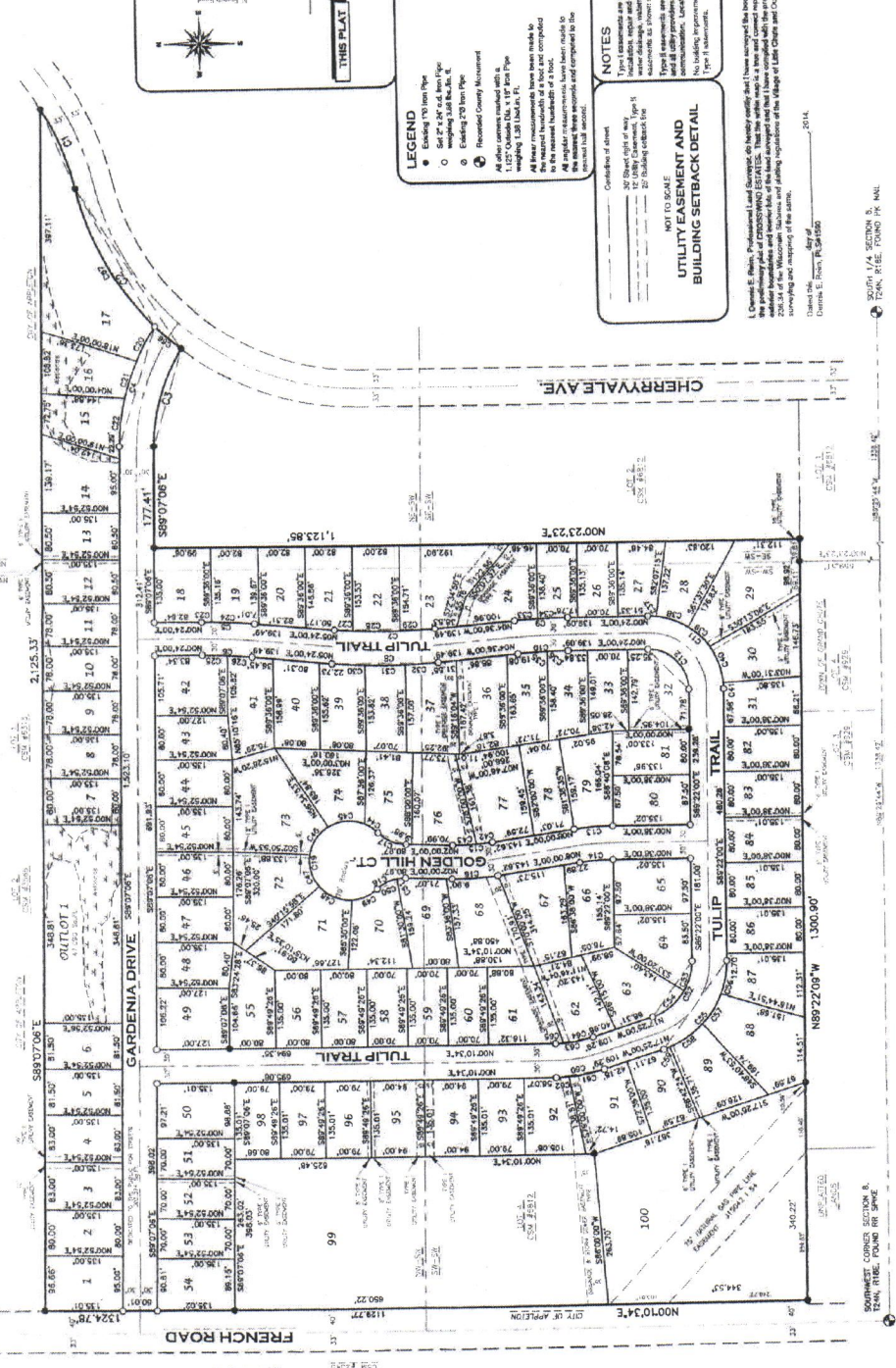
APPROVING & COLLECTING AUTHORITIES:
1. VILLAGE OF LITTLE CHUTE
2. DEPARTMENT OF ADMINISTRATION

ZONING:
PLANNED UNIT DEVELOPMENT

NO. OF LOTS:
100

NO. OF OUTLOTS:
2

SURVEYOR:
ROBERT E. JEE & ASSOCIATES, INC.
1250 CENTRAL AVENUE, SUITE 100
HOUSTON, TX 77050



Robert E. Jee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTRAL AVENUE, SUITE 100
HOUSTON, TEXAS 77050
PHONE (713) 662-9941
FAX (713) 662-9141
WWW.REJEE.COM

RESTRICTIVE COMMENTS:
1) The land on this plat may be divided into lots of all five (5) acre parcels by the property owner and easement by the village of Little Chute. The village of Little Chute is not responsible for the plat or the plat's compliance with the village of Little Chute's zoning ordinance. The village of Little Chute is not responsible for the plat or the plat's compliance with the village of Little Chute's zoning ordinance. The village of Little Chute is not responsible for the plat or the plat's compliance with the village of Little Chute's zoning ordinance.

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