



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: February 23, 2015

Item: Municipal Boundary Line Adjustment Between the City of Appleton and the Village of Little Chute Pursuant to the Intergovernmental Cooperation Agreement

Common Council Public Hearing Meeting Date: March 4, 2015

Case Manager: Don Harp

STAFF ANALYSIS

Several years ago, the City purchased a seven (7) foot wide strip of land located along the east of French Road plus land for the Evergreen Drive and French Road roundabout so the City would have a wider right-of-way for future road enhancements and sidewalks. This land lies within the corporate limits of the Village of Little Chute and the Town of Grand Chute.

Amendments to the Intergovernmental Cooperation Agreement between the City of Appleton and the Village of Little Chute have been approved by both municipalities (see attached). Pursuant to the Agreement, the City and Village have agreed to adjust the corporate boundary line separating the City and the Village rather than detaching and annexing land by petition. As result of the approved amendments to the Agreement, the City corporate boundary line will shift to the eastern side of French Road and the Evergreen Drive and French Road roundabout south of the centerline of Evergreen Drive to reflect the land purchased by the City for road enhancements and sidewalks (see attached Exhibit map).

STATE STATUTE PROCESS REQUIREMENTS

- Both municipalities publish a class 1 notice and hold a public hearing on the Intergovernmental Cooperation Agreement at the Village Board and Common Council level and give notice to property owners immediately adjacent to the territory whose jurisdiction will change.
- Both municipalities approve the Intergovernmental Cooperation Agreement by adopting resolutions.
- A boundary change included in the Intergovernmental Cooperation Agreement shall be accomplished by the enactment of an ordinance by the governing body designated to do so in the agreement.
- Filing and recording requirements under State Statute Section 66.0217(9) apply.

Technical Review Group Report (TRG): This item was discussed at the February 3, 2015 Technical Review Group Report meeting. No negative comments were received from participating departments.

- In the future, the seven (7) foot wide strip of land located along the east side of French Road that lies within the Town of Grand Chute will be annexed to the City by petition.

Municipal Boundary Line Adjustment

Page 2

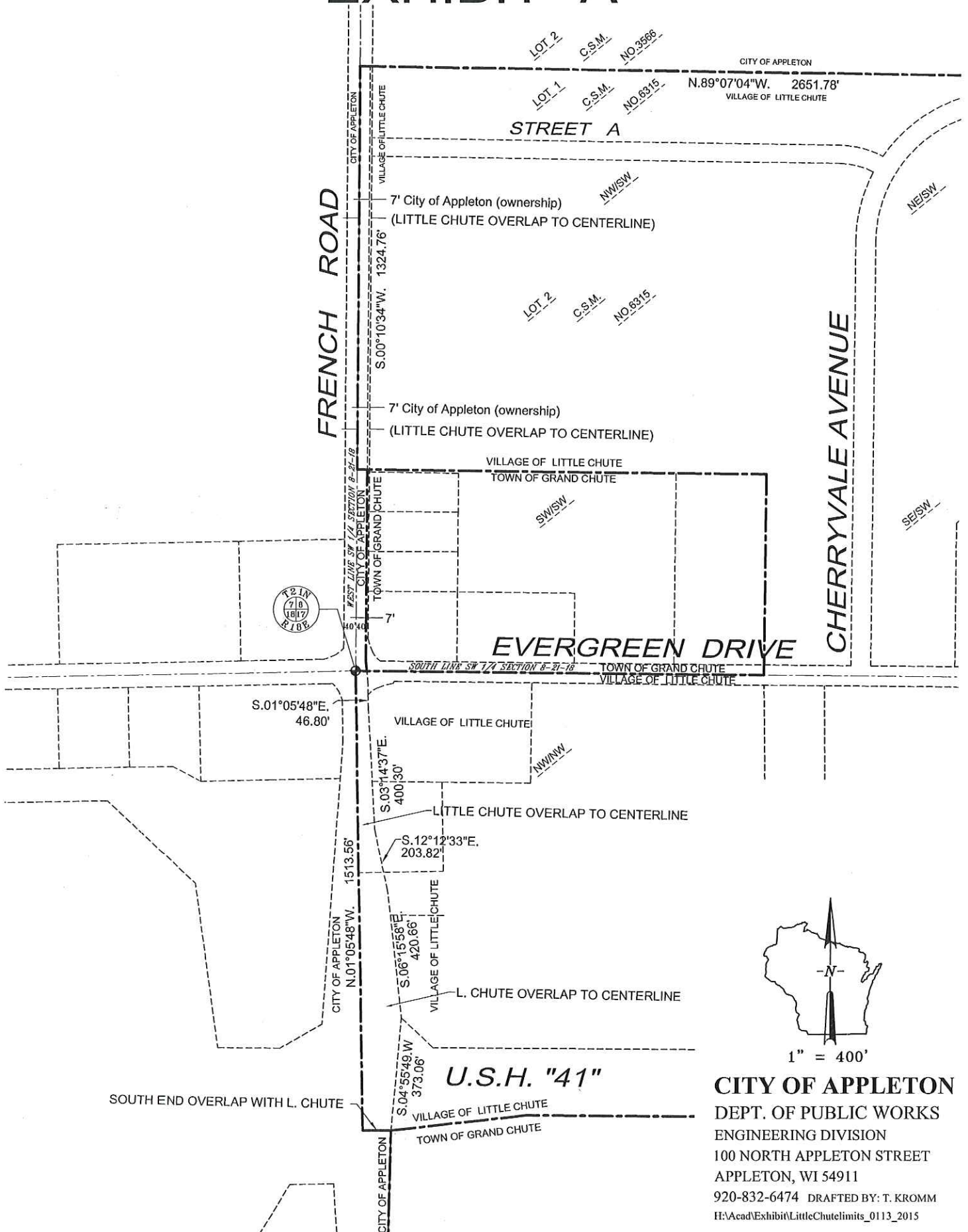
February 23, 2015

RECOMMENDATION

Staff recommends that the municipal boundary line between the City of Appleton and the Village of Little Chute be adjusted to reflect the boundary line shown on the attached map identified as EXHIBIT pursuant to the Intergovernmental Cooperation Agreement with the following stipulation:

1. The newly annexed area along the eastern side of French Road and the Evergreen Drive and French Road roundabout south of the centerline of Evergreen Drive, pursuant to Sec. 23-65(e), be assigned permanent zoning classification of P-I Public Institutional District and PD/C-2 Planned Development/General Commercial District pursuant to the attached Zoning Map.

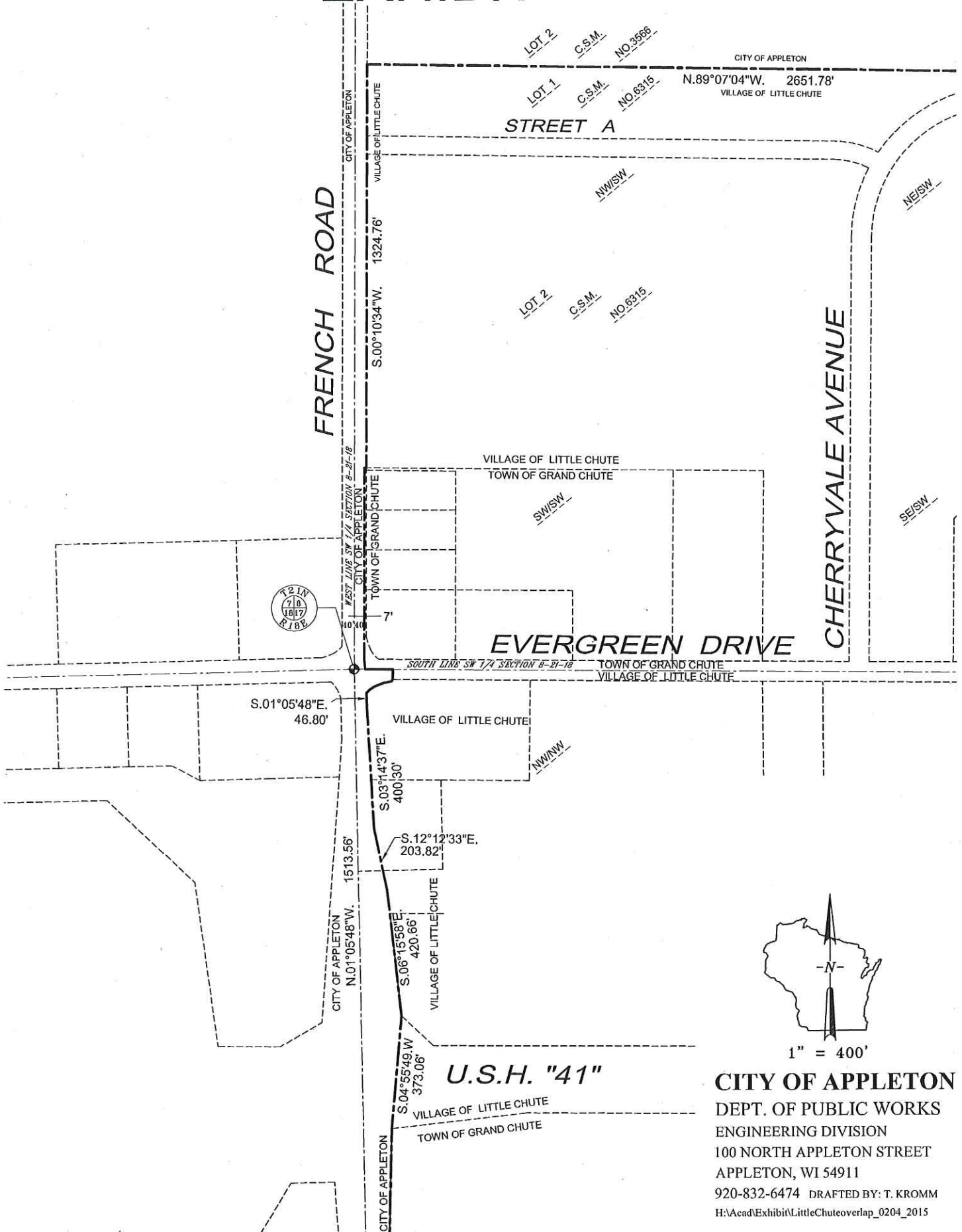
EXHIBIT "A"



1" = 400'

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



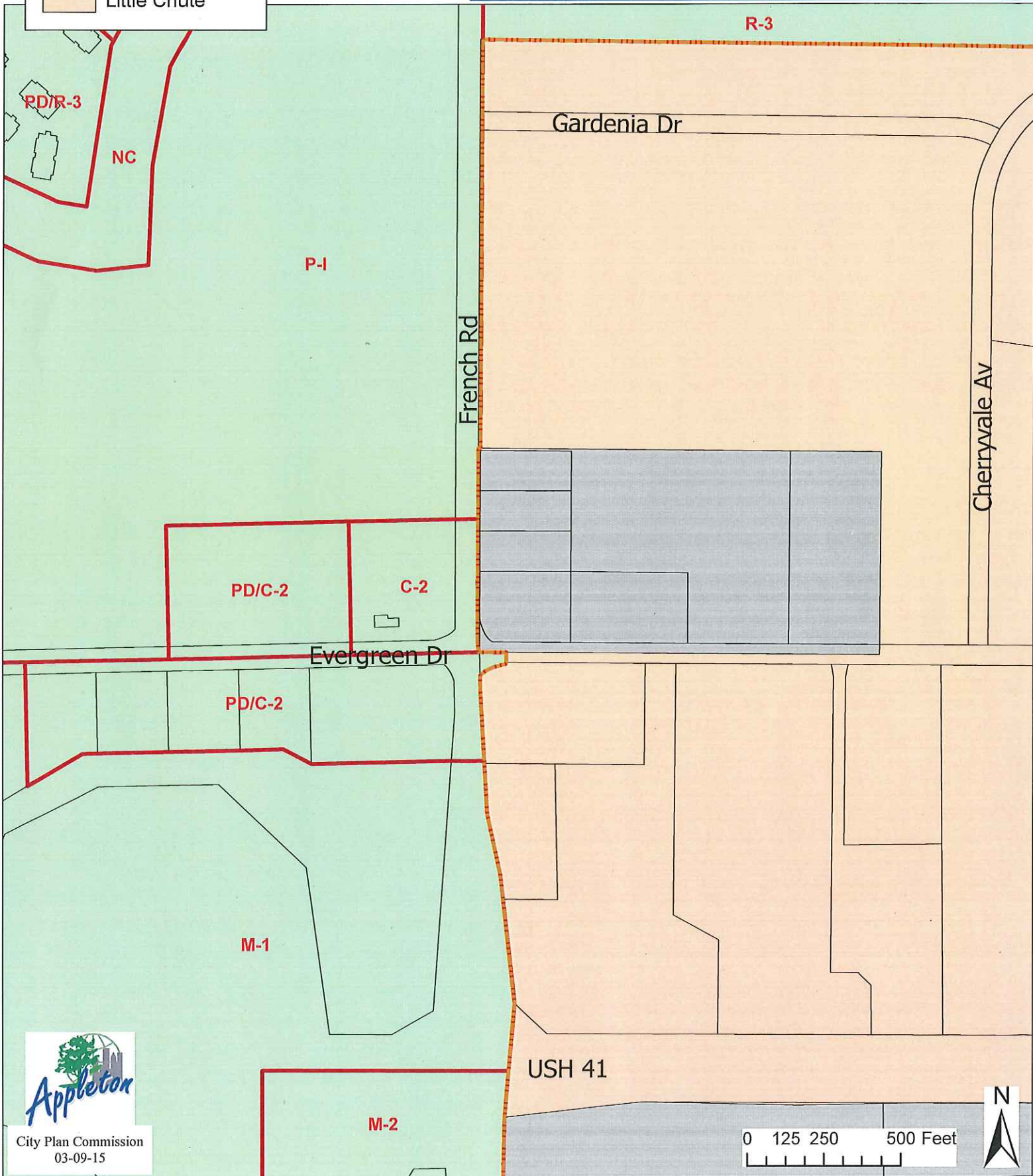
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Intergovernmental Cooperation Agreement
to clarify the jurisdictional boundaries between
the City of Appleton and the Village of Little Chute
along the east side of French Road
Zoning Map

Legend

- Appleton
- GRAND CHUTE
- Little Chute



JAN 23 2015

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
VILLAGE OF LITTLE CHUTE AND CITY OF APPLETON** **CITY OF APPLETON
COMMUNITY/ECON DEVELOPMENT**

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.

Village of Little Chute

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
 : ss.
OUTAGAMIE COUNTY)

Personally came before me on this ____ day of _____, 2015, 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:

Charles Koehler
Attorney for Village of Little Chute

[SIGNATURES CONTINUE 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:

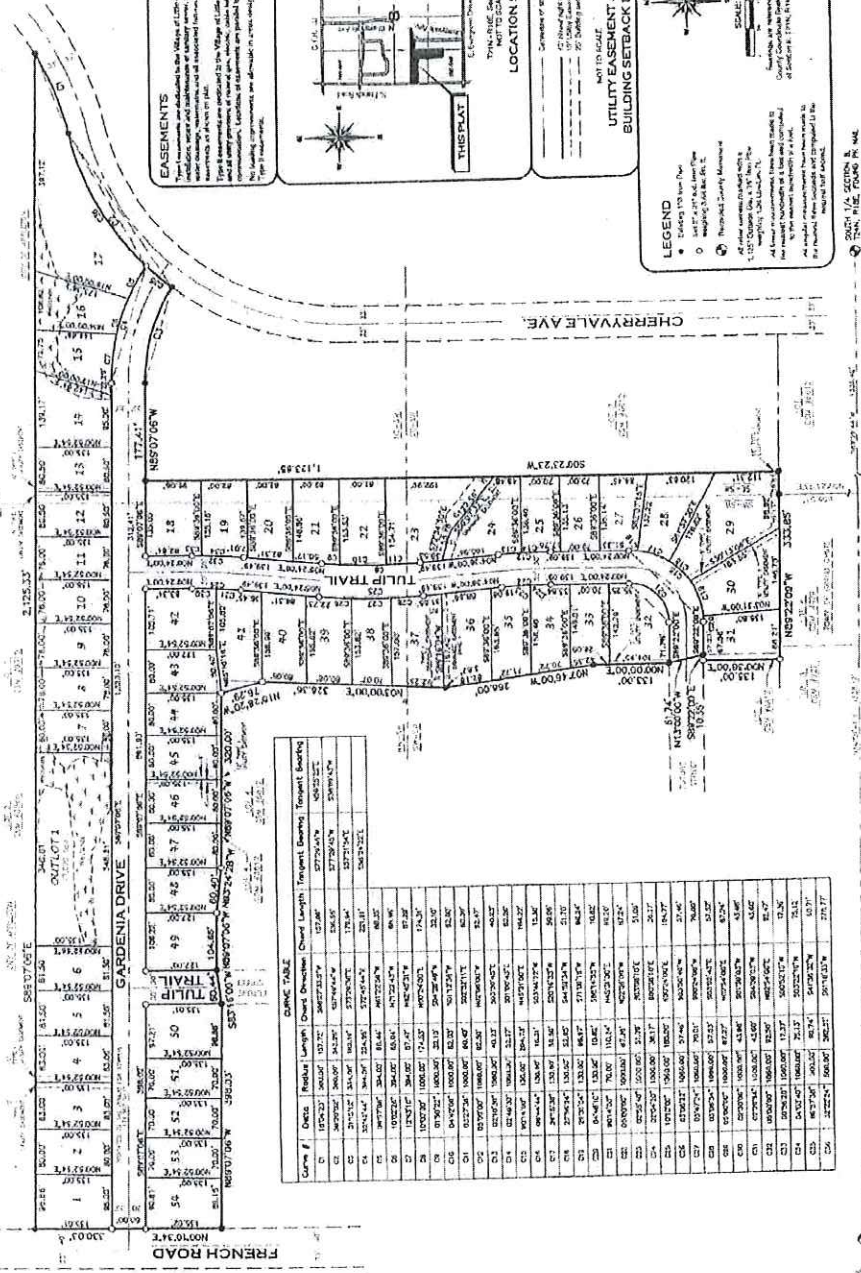
James P. Walsh, City Attorney

J:\Attorney\WORD\Agreements (General)\Boundary Agreements\Little Chute - Appleton - Boundary Agreement - Cherryvale - Amendment - CK Redlined 01-08-15.doc

CROSSWIND ESTATES

All of Lots 2 and 3 (part) of Lot 14 of Certified Group Map Number 0812, recorded in Volume 23 of Deed Records of the State of North Carolina, at the County Office of Wayne County, North Carolina, on 05/01/2012, being all of the land shown on the attached plat, are hereby divided into 50 lots, to be known as Crosswind Estates, and are shown on this plat. The plat is a part of the Subdivision Map, Subplat 1A, recorded in Volume 10 of Deed Records of the State of North Carolina, at the County Office of Wayne County, North Carolina, on 05/01/2012, and is a part of the Subdivision Map, Subplat 1A, recorded in Volume 10 of Deed Records of the State of North Carolina, at the County Office of Wayne County, North Carolina, on 05/01/2012.

Range 15 East, Wing of 18th District, Catawba County, North Carolina.



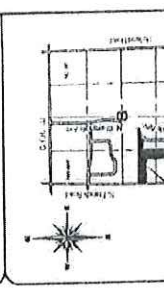
LOT AREA TABLE

| Lot Number | Area (Square Feet) |
|------------|--------------------|
| 1 | 15,200 |
| 2 | 15,200 |
| 3 | 15,200 |
| 4 | 15,200 |
| 5 | 15,200 |
| 6 | 15,200 |
| 7 | 15,200 |
| 8 | 15,200 |
| 9 | 15,200 |
| 10 | 15,200 |
| 11 | 15,200 |
| 12 | 15,200 |
| 13 | 15,200 |
| 14 | 15,200 |
| 15 | 15,200 |
| 16 | 15,200 |
| 17 | 15,200 |
| 18 | 15,200 |
| 19 | 15,200 |
| 20 | 15,200 |
| 21 | 15,200 |
| 22 | 15,200 |
| 23 | 15,200 |
| 24 | 15,200 |
| 25 | 15,200 |
| 26 | 15,200 |
| 27 | 15,200 |
| 28 | 15,200 |
| 29 | 15,200 |
| 30 | 15,200 |
| 31 | 15,200 |
| 32 | 15,200 |
| 33 | 15,200 |
| 34 | 15,200 |
| 35 | 15,200 |
| 36 | 15,200 |
| 37 | 15,200 |
| 38 | 15,200 |
| 39 | 15,200 |
| 40 | 15,200 |
| 41 | 15,200 |
| 42 | 15,200 |
| 43 | 15,200 |
| 44 | 15,200 |
| 45 | 15,200 |
| 46 | 15,200 |
| 47 | 15,200 |
| 48 | 15,200 |
| 49 | 15,200 |
| 50 | 15,200 |

DEED TABLE

| Curve # | Circle | Radius | Chord | Chord Length | Central Angle | Area |
|---------|--------|--------|--------|--------------|---------------|--------|
| 1 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 2 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 3 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 4 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 5 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 6 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 7 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 8 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 9 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 10 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 11 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 12 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 13 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 14 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 15 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 16 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 17 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 18 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 19 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 20 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 21 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 22 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 23 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 24 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 25 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 26 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 27 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 28 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 29 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 30 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 31 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 32 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 33 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 34 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 35 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 36 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 37 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 38 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 39 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 40 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 41 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 42 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 43 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 44 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 45 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 46 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 47 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 48 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 49 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |
| 50 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 | 15,200 |

EASEMENTS
 The easements shown on this plat are for utility lines, including water, sewer, gas, and electric lines. The easement holder shall have the right to install, maintain, and repair any utility lines within the easement. The easement holder shall also have the right to access the easement for any purpose related to the utility lines. The easement holder shall not be liable for any damage to the property caused by the utility lines. The easement holder shall also be liable for any damage to the property caused by the utility lines. The easement holder shall also be liable for any damage to the property caused by the utility lines.



UTILITY EASEMENT AND BUILDING SETBACK DETAIL
 This detail shows the utility easement and building setback requirements for the lots. It includes a north arrow and a scale of 1 inch = 100 feet.

LEGEND
 • Shaded Area: Proposed Utility Lines
 ○ Shaded Area: Proposed Building Footprint
 ○ Shaded Area: Proposed Building Footprint
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 ○ Shaded Area: Proposed Building Footprint

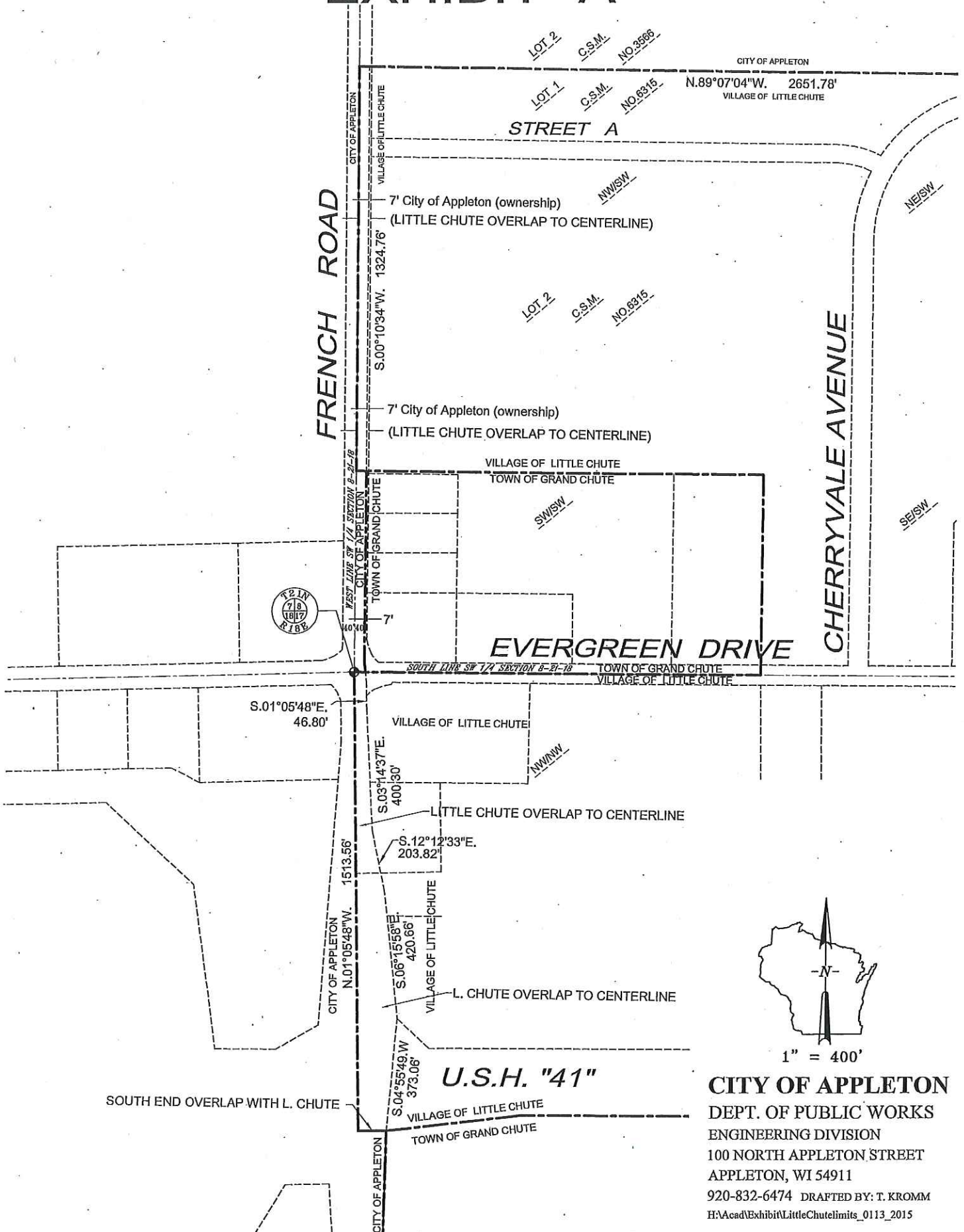
NOT TO SCALE
 THIS PLAT IS A PART OF THE SUBDIVISION MAP, SUBPLAT 1A, RECORDED IN VOLUME 10 OF DEED RECORDS OF THE STATE OF NORTH CAROLINA, AT THE COUNTY OFFICE OF WAYNE COUNTY, NORTH CAROLINA, ON 05/01/2012.

Robert F. Lee & Associates, Inc.
 1250 CENTRAL GREENE BOULEVARD, SUITE 100
 WILSON, NORTH CAROLINA 27157
 PHONE: 919.261.1111 FAX: 919.261.1111
 WWW.RFLA.COM

EXPIRATORY CONTAINER
 The property owner, at the time of construction, shall install an expiratory container meeting the requirements of the applicable code. The expiratory container shall be installed in a location that is accessible to the fire department and shall be maintained in good working order. The property owner shall be responsible for the cost of the expiratory container and its maintenance. The property owner shall also be responsible for the cost of the expiratory container and its maintenance.

SHEET 1 OF 2

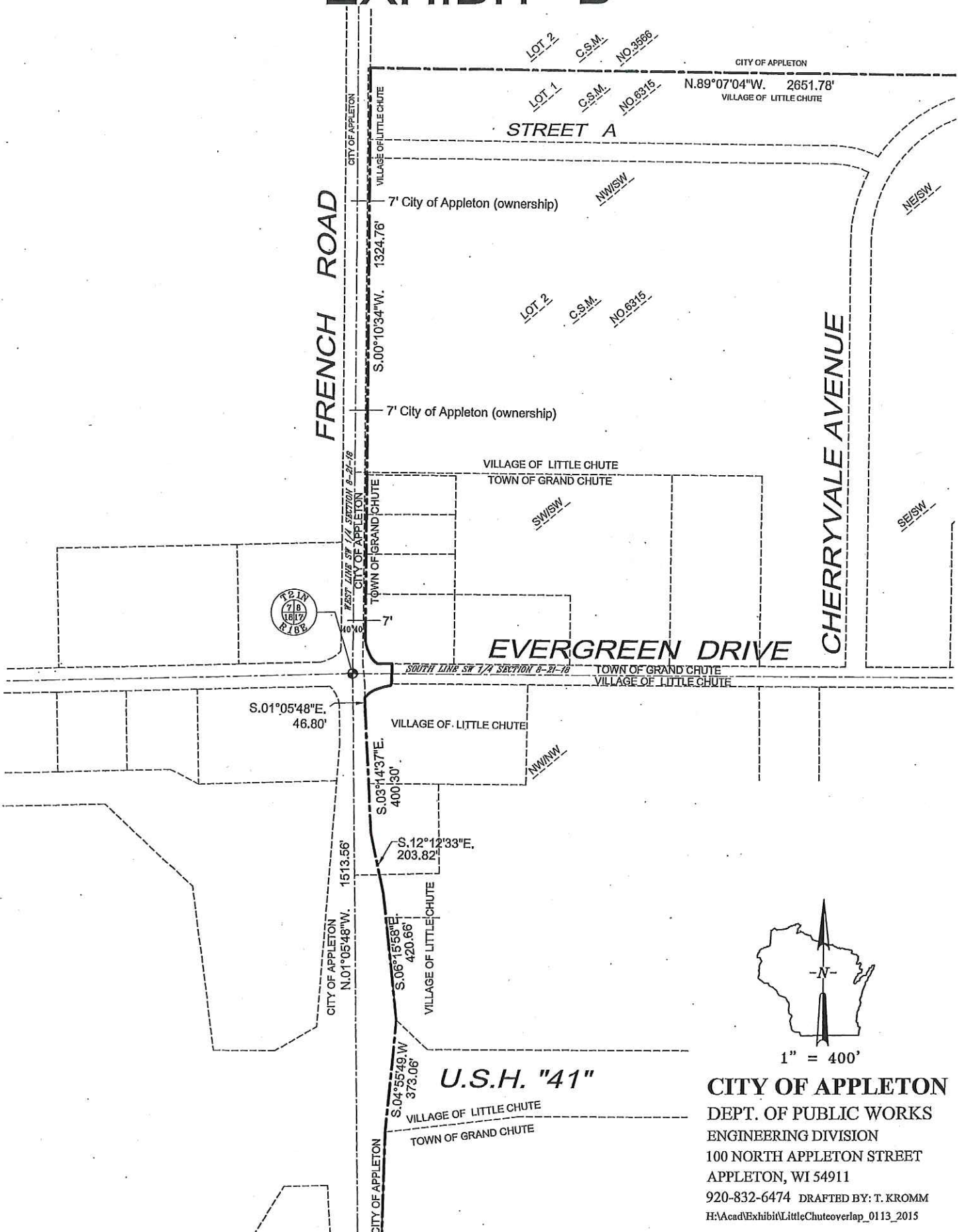
EXHIBIT "A"



1" = 400'

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EXHIBIT "B"



1" = 400'

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