

AGREEMENT FOR STORMWATER PONDS AT MEMORIAL PARK

I. PARTIES

- 1.1 **City of Appleton's Parks and Recreation Department**, with its principal place of business at 1819 East Witzke Boulevard, Appleton, WI 54911 (hereinafter "City").
- 1.2 The **Stormwater Utility**, with its principal place of business at 100 North Appleton Street, Appleton, WI 54911 (hereinafter the "the Utility").
- 1.3 Together, the City and the Utility may be referred to as "the parties".

II. RECITALS

WHEREAS,

- 2.1 The Utility is responsible for the operations that oversee the collection, distribution, treatment, and dissipation of stormwater that accumulates within the City of Appleton; and
- 2.2 The Utility has previously erected two stormwater ponds at Memorial Park; and
- 2.3 The Parties desire to continue to work together to allow the operation of stormwater ponds within Memorial Park; and
- 2.4 The Parties desire to have the Common Council's approval of an arrangement whereby the Utility reimburses City for continued use of said stormwater ponds.

III. THE AGREEMENT

NOW, THEREFORE, in consideration of the fulfillment of the obligations of the parties hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED AND PROMISED, by and between the City and the Utility, as follows:

- 3.1 The Utility will provide payment to the City for the annual use of the Appleton Memorial Park North Pond in the amount of \$21,294.
- 3.2 The Utility will provide payment to the City for the annual use of the Appleton Memorial Park South Pond in the amount of \$20,475.

- 3.3 The Parties agree that market values and rates of return will be reviewed prior to June 1st to determine the applicable rent for the next budget year. This value (herein “annual rent”) shall be memorialized as an information item at the Park and Recreation as well as the Utilities Committees. The adopted annual budget will approve the annual rent.
- 3.4 The annual rent shall be paid by the Stormwater Utility by October 1st of each year.
- 3.5 This Agreement shall remain in effect until Common Council modifies the Agreement. Any amendments or addendums shall be memorialized in writing.
- 3.6 This Agreement became effective on August 2, 2023, the date of approval by the Common Council, as set forth within the attached meeting minutes.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on the day and year of the last signature below.

on behalf of
PARKS AND RECREATION DEPARTMENT

on behalf of the
STORMWATER UTILITY

By: _____
 Dean Gazza, Director of Parks and Recreation

By: _____
 Peter Neuberger, Interim Director of Public Works

CITY OF APPLETON

By: _____
 Jacob A. Woodford, Mayor

By: _____
 Kami Lynch, City Clerk

Approved as to form:

Countersigned pursuant to §62.09(10), Wis. Stats.

 Christopher R. Behrens, City Attorney

 Jeri A. Ohman, Director of Finance

CityLaw A22-0821.aka