



MEMO

"...meeting community needs...enhancing quality of life."

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

COLLEGE AV
JOHN ST
CALUMET ST
KENSINGTON DR
PLANK RD
VILLAGE OF KIMBERLY
VILLAGE OF HARRISON

Village of Kimberly
Town of Buchanan
Village of Harrison
MANITOWOC RD

Q
R
S
T
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: _____

Dated: _____

CITY OF APPLETON

VILLAGE OF HARRISON

By: _____
Jacob A. Woodford, Mayor

By: _____
Kevin M. Hietpas, Village President

By: _____
Kami Lynch, City Clerk

By: _____
Jennifer Weyenberg, Village Clerk

Approved as to form:

Approved as to form:

Christopher R. Behrens, City Attorney

Andrew J. Rossmeissl, Village Attorney

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

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

Anthony D. Saucerman, Finance Director

Jennifer Weyenberg, Clerk-Treasurer