

**INTERMUNICIPAL AGREEMENT BETWEEN
THE CITY OF APPLETON AND THE TOWN OF GRAND CHUTE
FOR THE VETERANS MEMORIAL PARK POND**

This Intermunicipal Cooperation Agreement (“**Agreement**” is entered into as of the date appearing at the end of this Agreement (“effective date”) by and between the CITY OF APPLETON (hereinafter referred to as “**CITY**”) and TOWN OF GRAND CHUTE (hereinafter referred to as “**TOWN**”). The purpose of this Agreement is to establish responsibilities and reimbursement of costs between the CITY and the TOWN for the City’s Veterans Memorial Park South Pond (hereinafter referred to as “**POND**”). The CITY and the TOWN are each sometimes referred to herein as a “Party” and collectively as the “Parties”. This Intermunicipal Agreement has been executed by the Parties pursuant to authority granted in Wis. Stats. § 66.0301.

PURPOSE OF AGREEMENT

This Agreement memorializes decisions and responsibilities agreed to by the CITY and TOWN.

The purpose of the Agreement is to specify:

- Repair responsibilities of all parties
- Operation and maintenance responsibilities of all parties
- Land ownership responsibilities of all parties
- Land use change responsibilities of all parties

PROJECT CONCEPTS

The CITY previously constructed the POND in Veterans Memorial Park - Parcel ID 311653501. The Parties wish to cooperate in the maintenance and repair of the POND and the water quality benefits of the POND.

Both the CITY and TOWN are permitted by the Wisconsin Department of Natural Resources for their respective Municipal Separate Storm Sewer System (MS4) Permit. The CITY is currently responsible for all operation, maintenance, and repair costs for the POND. The TOWN expressed interest in sharing the operation, maintenance, and repair costs for the POND, in exchange for stormwater quality credit for those portions of the TOWN located within the POND’s tributary watershed. The stormwater quality credit provided by the POND will assist the TOWN with satisfying stormwater quality regulations. The TOWN recognizes cost savings from the stormwater quality benefits provided by the POND. This agreement will reduce the need for the TOWN to construct and maintain a separate stormwater pond in the watershed or other more costly measures such as biofilters or underground storage. Hence, the TOWN is willing to share in the cost of operation, maintenance, and repair of the POND, which in turn benefits the CITY.

OWNERSHIP

The CITY is responsible for owning the POND and the land for which the POND is located.

CONSTRUCTION

The CITY constructed the current POND in year 2011. The POND has a 653.8-acre tributary watershed, which includes 524.3-acres of developed urban areas located in the CITY and 129.5-acres of developed urban areas located in the TOWN. Exhibit 1 depicts the watershed, land uses, and municipal boundaries.

The POND provides 71.8% total suspended solids (TSS) reduction and a 55.4% total phosphorus (TP) reduction in accordance with the current WinSLAMM computer model and current Wisconsin Department of Natural Resource guidance documents. The CITY shall keep on file the WinSLAMM computer model, Stormwater Management Plan summary, and as-built plans for the POND, which demonstrates the POND was constructed and performs as intended under the project plans and specifications, and the terms of this Agreement. The CITY shall provide the TOWN with a copy of the most current plans and documents, when requested.

To preserve the water quality benefits provided by the POND, the CITY and TOWN are individually responsible for maintaining the number of acres draining into the POND from within their respective municipal boundaries, including the type and density of land use. Exhibit 1 depicts the POND's tributary watershed, land uses, and municipal boundaries.

MAINTENANCE & REPAIR RESPONSIBILITIES

The CITY and TOWN shall be jointly responsible for future operation, maintenance, inspection and repair of the POND to ensure that the POND operates properly. Based on the POND's tributary watershed area located in the CITY and TOWN, the cost share rate for POND maintenance and repair responsibilities and rent shall be 80% for the CITY and 20% for the TOWN.

Future repair activities include dredging of accumulated sediment, and any necessary replacement of pipe, inlets, manholes, endwalls, backflow preventers, and other related appurtenances that are located within 100 feet of the POND's normal water surface perimeter. Future repair excludes future POND expansions for the purpose of providing additional flood control or peak discharge control.

Operation and maintenance activities include the following:

1. Mowing and trimming of vegetation around the POND.
2. Regular inspection of the POND embankments, discharge pipes, and ditches for wear and damage. Copies of inspection reports will be provided to the TOWN, if requested.
3. Perform repairs that do not require replacement of pipes, inlets, manholes, endwalls, or check valves.
4. Confirm every five years that the POND is being maintained and operated effectively to achieve total suspended solids (TSS) and Total Phosphorus reductions in accordance with the current WinSLAMM computer model and current Wisconsin Department of Natural Resource guidance documents.
5. Vegetation & Noxious Weeds Management of the POND

6. Erosion Control of the POND
7. Nuisance wildlife management of the POND
8. Work or maintenance that may be necessary to maintain reasonable ingress and egress to the POND site to perform repair and maintenance activities.

ADMINISTRATION

The CITY will take the lead in administration of ownership, construction, repairs, operation and maintenance activities, including removal of accumulated sediment in accordance with DNR guidelines. The CITY will invoice the TOWN for 20% of costs exclusive of costs incurred for pond expansion associated with flood mitigation within the City. For non-emergency cost related items, the CITY will provide the TOWN with budgetary numbers in July of each year for the following year.

Additional Provisions

Payment. Payment must be received by Appleton on or before the date indicated on the invoice.

Amendments. This Agreement may be amended at any time by mutual written agreement by the parties.

Indemnification. Both parties agree that each party shall be solely responsible for its own actions and activities and the actions and activities of its own officers, employees, and agency while acting in the scope of their employment. Subject to any limitations in Sec. 893.80, Wis. Stat., and any similar statute, each party agrees to hold the other harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description, or damages to person or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omission of any of the officers, employees, or agents of the Party while acting within the scope of their employment.

Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

Disputes. The parties shall endeavor to resolve any disputes as they pertain to this Agreement by mediation which, unless the parties mutually agree otherwise, shall be held in Appleton, Wisconsin. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

No Assignment. No party to this Agreement may assign its interest in this Agreement to any other entity or individual.

Entire Agreement; Rules of Construction. The Parties acknowledge and agree that this Agreement, including the recitals which are incorporated into and made a part of this Agreement, expresses the entire agreement between the Parties as to the subject matter of this Agreement, and that this Agreement replaces and supersedes any prior negotiations and agreements, written or oral. The parties

further acknowledge and agree that each party has been adequately and fully represented in connection with the negotiation and execution of this Agreement, and that, accordingly, rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply.

Captions. The captions or headings in this Agreement are for convenience and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.

Governing Law. The laws of the State of Wisconsin shall govern the interpretation and enforcement of this Agreement. Venue over any action brought under this Agreement will lie in the Circuit Court for Outagamie County.

This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

Notice. For the purpose of this Agreement, the term “notice” shall mean notice in writing, provided in person or sent to the other party by United States Certified Mail or other mail delivery that provides proof of mailing and delivery, unless an alternate method of service is agreed to in writing by the parties, and sent to the following:

To Appleton: City of Appleton
 Department of Public Works
 100 North Appleton Street
 Appleton, WI 54911

To Grand Chute: Town of Grand Chute
 Department of Public Works
 1900 W. Grand Chute Blvd.
 Grand Chute, WI 54913

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date on May _____, 2026.

By: _____
 Jacob A. Woodford, Mayor

By: _____
 Amy Molitor, City Clerk

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

Approved as to form:

Jennifer Messerschmidt, Finance Director

Christopher R. Behrens, City Attorney

TOWN OF GRAND CHUTE

By: _____
Beth English, Town Chairperson

By: _____
Kayla Raatz, Town Clerk

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

Approved as to form:

Hailey Palmquist, Finance Director

Andrew J. Rossmeissl, Town Attorney

CL: A26-0178aka