

RESOLUTION NO. 2014-16

**AUTHORIZING INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF DE PERE AND VILLAGE OF ALLOUEZ TO
DETERMINE A PORTION OF THE COMMON BOUNDARY LINE THROUGH
DETACHMENT AND ANNEXATION OF TERRITORY
(LeBrun Street)**

WHEREAS, De Pere and Allouez share a common boundary, LeBrun Street; and

WHEREAS, that portion of LeBrun Street east of East River Drive is subject to a separate Intergovernmental Cooperation Agreement between the City of DePere and the Village of Allouez for the establishment of a recreational trail and reconstruction of said portion of LeBrun Street and that Intergovernmental Agreement calls for that portion of LeBrun Street located in the City of De Pere to be detached from the City of De Pere and annexed to the Village of Allouez to accomplish the purposes of that Intergovernmental Agreement; and

WHEREAS, Wis. Stats. §66.0301 sets forth procedures whereby municipalities may provide for intergovernmental cooperation for purposes of furthering the public interests of each community; and

WHEREAS, Wis. Stats. §66.0301(6) provides a specific mechanism whereby two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between them; and

WHEREAS, De Pere and Allouez each desire that the boundary between them be re-established so that the subject area is detached from De Pere and brought into Allouez and so that the boundary between Allouez and De Pere is well planned, and promotes the establishment of a recreational trail on and the reconstruction of a portion of LeBrun Street for the benefit of both communities; and

WHEREAS, both parties desire to enter into this Agreement to further the public interests and objectives of both De Pere and Allouez and to provide for cooperation that is beneficial to citizens in both communities.

WHEREAS, the Village of Allouez has published a Notice of Public Hearing regarding such improvements and, pursuant thereto, a public hearing has been held at the Village Hall, 1900 Libal Street, Green Bay, Wisconsin, on the 19th day of August, 2014 at 6:30 p.m., whereupon the Village Board heard all interested parties or their agents or attorneys.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

The Village Board hereby approves the Intergovernmental Cooperation Agreement between the City of De Pere and Village of Allouez to Determine a Portion of the Common Boundary Line through Detachment and Annexation of

Territory attached as Exhibit 1 and authorizes the Village President/Clerk to execute the same.

BE IT FURTHER RESOLVED:

That all Village officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Village Board of the Village of Allouez, Wisconsin, this 18th day of November, 2014.

APPROVED:

Steve VandenAvond, Village President

ATTEST:

Debra M. Baenen, Village Clerk

Ayes: _____
Nays: _____

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
CITY OF DE PERE AND VILLAGE OF ALLOUEZ TO DETERMINE A
PORTION OF THE COMMON BOUNDARY LINE THROUGH DETACHMENT
AND ANNEXATION OF TERRITORY
(LeBrun Street East of East River Drive)**

THIS AGREEMENT, made and entered into this 18th day of November, 2014, by and between the City of De Pere, a Wisconsin municipal corporation, (“De Pere”), and the Village of Allouez, a Wisconsin municipal corporation (“Allouez”), both located in Brown County, Wisconsin.

WITNESSETH

WHEREAS, De Pere and Allouez share a common boundary, LeBrun Street; and

WHEREAS, that portion of LeBrun Street east of East River Drive is subject to a separate Intergovernmental Cooperation Agreement between the City of DePere and the Village of Allouez for the establishment of a recreational trail and reconstruction of said portion of LeBrun Street and that Intergovernmental Agreement calls for that portion of LeBrun Street located in the City of De Pere to be detached from the City of De Pere and annexed to the Village of Allouez to accomplish the purposes of that Intergovernmental Agreement; and

WHEREAS, Wis. Stats. §66.0301 sets forth procedures whereby municipalities may provide for intergovernmental cooperation for purposes of furthering the public interests of each community; and

WHEREAS, Wis. Stats. §66.0301(6) provides a specific mechanism whereby two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between them; and

WHEREAS, De Pere and Allouez each desire that the boundary between them be re-established so that the subject area is detached from De Pere and brought into Allouez and so that the boundary between Allouez and De Pere is well planned, and promotes the establishment of a recreational trail on and the reconstruction of a portion of LeBrun Street for the benefit of both communities; and

WHEREAS, both parties desire to enter into this Agreement to further the public interests and objectives of both De Pere and Allouez and to provide for cooperation that is beneficial to citizens in both communities.

NOW THEREFORE, in accordance with the authority granted them under Wisconsin Statutes and for their mutual benefit and in the public interest, the parties agree as follows:

1. Detachment of Subject Area. Effective upon the effective date (January 1, 2015) of the detachment and annexation ordinance requirements under paragraph 3, the boundary between De Pere and Allouez shall be adjusted to detach from City of DePere and attach to Village of Allouez the lands located on LeBrun Street, currently located in Allouez. A map depicting such area to be detached from City of DePere and attached to Village of Allouez is attached hereto as Exhibit A. The legal description of the lands in question is attached hereto as Exhibit B.

2. Public Hearing Required. Prior to the approval of this Agreement, both parties shall have held a public hearing therein, preceded by a Class 1 Notice of such hearing and by mailing, via certified mail, each property owner affected by this Agreement a copy of such Public Notice.

3. Ordinances Required. Upon approval of this Agreement by resolution, City of DePere shall enact such Ordinance for the Detachment of Certain Property as is attached as Exhibit C, detaching the area identified in Exhibits A and B. Village of Allouez shall, upon approval of this Agreement by resolution, such Ordinance for the Annexation of Certain Property as is attached as Exhibit D, annexing such territory from City of DePere as is identified in Exhibits A and B.

4. Agreement to be Published. Both parties shall publish the Agreement in the territory in in the subject area as a Class 1 Notice as required under Wis. Stats. §66.0301(6)(c)2.

5. Referendum May be Required.

A. If, within 30 days of the publication required under paragraph 4, a petition for referendum conforming to the requirements of Wis. Stats. §8.40, signed by at least 20% of the electors residing in the subject area is filed with each municipal clerk, a referendum on the Agreement shall be held in accordance with Wis. Stats. §66.0301(6)(c)2.

B. Any referendum required hereunder shall be conducted jointly by the parties and shall otherwise be conducted as an annexation referendum under Wis. Stats. §66.0217.

6. Effective Date of Boundary Change. The boundary change effectuated under this Agreement shall take effect on January 1, 2015. If a referendum is required under paragraph 5 and the Agreement does not pass, this Agreement shall be deemed void *ab initio*.

7. Binding Effect. This Agreement shall bind, and accrue to the benefit of, the parties, as well as their legal successors. This Agreement is for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity.

8. Challenges to Agreement.

(a) No action to contest the validity of this Agreement may be commenced after 60 days from the date the Agreement becomes effective.

(b) In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, both parties shall cooperate to vigorously defend the Agreement.

(1) If only one Party is named as a party to the action, the other shall seek to intervene and the named Party shall support such intervention.

(2) No settlement of such an action shall be permitted without the approval of the governing bodies of both Parties.

(3) The workload to defend the Agreement shall be shared equally by the Parties.

(c) A challenge to the Agreement by one of the parties or failure to vigorously defend the Agreement constitutes a breach of the Agreement.

9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements and writings are specifically superseded by this Agreement. This Agreement represents the mutual intent of the parties and the fact that one or more of its provisions was drafted by one party or the other shall not be construed to the benefit or detriment of either party.

10. Notices. Notices required or permitted hereunder shall be given by 1st class mail to:

If to Allouez:

To: Village Clerk
1900 Libal Street
Green Bay, WI 54301

With copy to:

Village Administrator
1900 Libal Street
Green Bay, WI 54301

If to De Pere:

To: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With copy to:

City Administrator
335 South Broadway Street
De Pere, WI 54115

11. Authority. Each party represents that it has the authority to enter into this Agreement and all necessary procedures have been followed to authorize the Agreement. Copies of the Resolutions of the governing bodies of De Pere and Allouez authorizing this Agreement are attached as Exhibits E and F. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement on the 18th day of November, 2014.

VILLAGE OF ALLOUEZ

CITY OF DE PERE

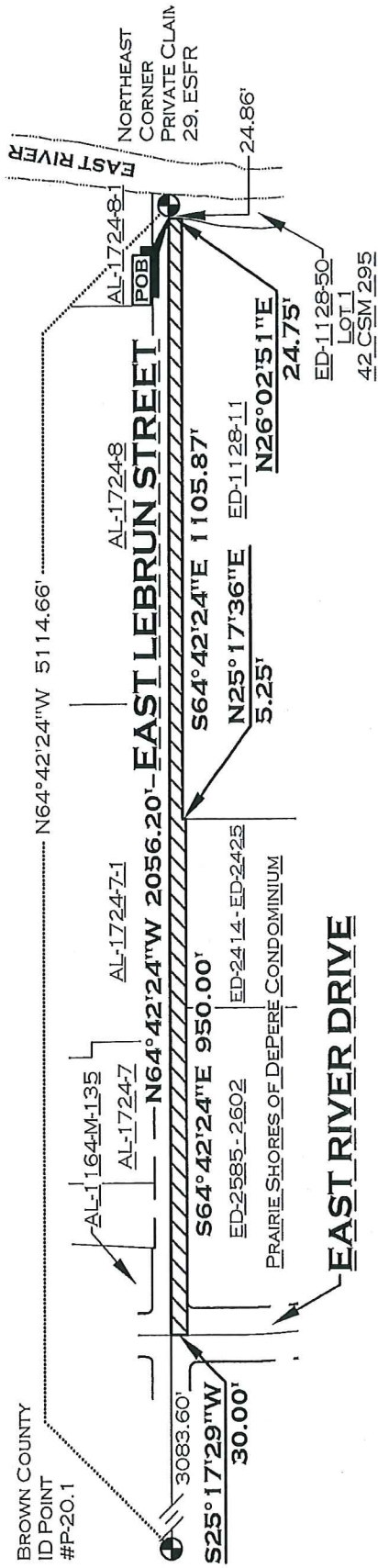
By: _____
Steven VandenAvond,
Village President

By: _____
Michael J. Walsh, Mayor

By: _____
Debra M. Baenen,
Village Clerk

By: _____
Shana DefnetClerk-Treasurer

EXHIBIT A



LEGEND

-  ANNEXATION AREA
-  POINT OF BEGINNING

PREPARED BY:

ROBERT E. LEE & ASSOCIATES, INC.
 ENGINEERING SURVEYING ENVIRONMENTAL SERVICE
 4664 GOLDEN POND PARK CT.
 HOBART, WI. 54155 PHONE:(920) 662-9641
 FAX:(920) 662-9141 INTERNET: WWW.RELEEINC.COM

DRAFTED BY: T. HEWITT ON 08/02/12

EXHIBIT B

ANNEXATION LEGAL DESCRIPTION

Part of East LeBrun Street located in Private Claim 29, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Northeast Corner of said Private Claim 29;

thence N64°42'24"W, 24.86 feet along the north line of said Private Claim 29 to the **POINT OF BEGINNING**;

thence continuing N64°42'24"W, 2056.20 feet along said north line also being the centerline of East LeBrun Street to the centerline of East River Drive;

thence S25°17'29"W, 30.00 feet along said centerline to a southerly right of way of East LeBrun Street extended westerly;

thence S64°42'24"E, 950.00 feet along said southerly right of way to an easterly right of way of East LeBrun Street;

thence N25°17'36"E, 5.25 feet along said easterly right of way to a southerly right of way of East LeBrun Street;

thence S64°42'24"E, 1105.87 feet along said southerly right of way to an easterly right of way of East LeBrun Street;

thence N26°02'51"E, 24.75 along said easterly right of way to the Point of Beginning.