

Memo

To: Plan Commission, Village Board

Fr: Trevor Fuller, Director of Planning and Community Development

Re: ACTION RE: APPROVAL OF COMPREHENSIVE PLAN CONTRACT AGREEMENT WITH BROWN COUNTY PLANNING COMMISSION

Date: 19 May 2022

State Statutes require the community Comprehensive Plan be updated every ten years. Best practice is to do a large overhaul of the plan every 20 years. The original Comprehensive Plan was adopted in 2003, with updates done in 2013 and 2015. After thorough review and discussion of the existing Comprehensive Plan, the village has agreed to work with Brown County Planning Commission on the update to the Comprehensive Plan. The work is scheduled to begin in 2022 and be completed in 2023.

Attached is the contract agreement with Brown County Planning Commission for the Comprehensive Plan work. Staff and the village counsel have reviewed the agreement and recommend approval.

Plan Commission is asked to review the agreement and recommend approval by the Village Board.

INTERGOVERNMENTAL AGREEMENT
PREPARATION OF COMPREHENSIVE PLAN UPDATE

Between

VILLAGE OF ALLOUEZ and BROWN COUNTY PLANNING COMMISSION

THIS AGREEMENT (“Agreement”) is entered into by and between the Village of Allouez, with its village offices located at 1900 Libal Street, Green Bay, Wisconsin, (“Local Public Agency” or “LPA”) and Brown County Planning Commission, with business offices located at 305 East Walnut Street, Room 320, Green Bay, Wisconsin 54301, (“Brown County Planning Commission”). Hereinafter LPA and Brown County Planning Commission may be referred to collectively as “Parties” or singularly as “Party.”

RECITALS

WHEREAS, LPA is in need of contracted services to provide assistance in preparation of a comprehensive plan update for its village; and,

WHEREAS, the Brown County Planning Commission is a regional planning commission as defined in Wisconsin State Statutes §66.0309; and,

WHEREAS, pursuant to Wisconsin State Statutes, §66.0309, a regional planning commission may enter into contracts with any local unit of government (i.e. cities, villages, towns, and counties) within the region under Wisconsin State Statutes §66.0301 to make studies and offer advice on the topics referenced therein; and,

WHEREAS, the Brown County Planning Commission has the ability to perform said comprehensive plan update; and,

WHEREAS, LPA desires to contract for assistance in the preparation of a comprehensive plan update, and the Brown County Planning Commission is agreeable to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **RECITALS:** The above recitals are deemed to be true, correct and are incorporated herein.

2. **PURPOSE:** LPA hereby contracts with the Brown County Planning Commission for the Brown County Planning Commission to prepare a comprehensive plan update pursuant to the terms of this Agreement.

3. **TERM:** This Agreement shall be effective commencing on the date of the last execution and shall continue until December 31st of 2023 (“Initial Term”). It is the intent that the Initial Term of this Agreement is to include one (1) full year and any partial year of the year of commencement. This Agreement shall automatically renew for the duration of the planning process (“Renewal Term”) commencing on the 1st of January of 2024 and ending on the date of adoption of the comprehensive plan update by the Allouez Village Board, or until the Agreement is terminated by either Party or by law.

4. BROWN COUNTY PLANNING COMMISSION AGREES AS FOLLOWS:

- a. Brown County Planning Commission staff will be assigned to LPA.
- b. Brown County Planning Commission represents that it has or will secure at its own expense, all personnel required in performing services under this Agreement.
- c. All Brown County Planning Commission services provided hereunder will be performed by Brown County Planning Commission staff or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- d. Brown County Planning Commission staff will prepare an update to the Village of Allouez Comprehensive Plan as described in the Village of Allouez Comprehensive Plan Update Proposal (“Proposal”), dated November 2020.

5. LPA AGREES AS FOLLOWS:

- a. LPA shall give Brown County Planning Commission full cooperation under this Agreement.
- b. LPA shall provide to Brown County Planning Commission all necessary personnel, information, maps, data and anything else Brown County Planning Commission determines to be pertinent to the services being rendered under this Agreement which are in the possession of LPA.
- c. LPA hereby authorizes members of Brown County Planning Commission's staff to have full access and enter upon any lands its employees would be authorized to enter in the course of their employment, and as allowed under the law, at reasonable times and in such manner as to cause no unnecessary injury or damage to said lands, in order to make examinations and surveys related to fulfill any related services under this Agreement.

6. INVOICING: Brown County Planning Commission shall invoice the LPA in two (2) halves. The first invoice for one-half (1/2) of the total cost as described in the Proposal shall be Nine Thousand Eight Hundred Thirty Nine and no/100 Dollars (\$9,839.00) due on or before December 31, 2022. The second invoice for the second half of the total cost described in the Proposal shall be Nine Thousand Eight Hundred Thirty Nine and no/100 Dollars (\$9,839.00) due within thirty (30) days of adoption of the comprehensive plan by the Allouez Village Board, or by December 31, 2023, whichever comes first.

7. TERMINATION: Either Party may terminate this Agreement at any time, for any reason by giving the other Party sixty (60) days written notice of intent to terminate. In the event of termination of this Agreement, LPA shall have the option to request any finished or unfinished documents maintained by Brown County Planning Commission under this Agreement by giving thirty (30) days written notice to Brown County Planning Commission at the time of termination requesting

LPA property, and Brown County Planning Commission shall be entitled to receive just and equitable compensation for any work completed on such documents. If this Agreement is terminated, Brown County Planning Commission shall be compensated for the value of the services rendered through the effective date of termination.

8. MUTUAL INDEMNIFICATION: Each Party shall hold harmless the other Party and be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result in or arise out of any conduct, negligence or willful misconduct caused or alleged to have been caused by that Party, its officers, officials, agents, employees and assigns, in the performance or omission of any act or responsibility of that Party under this Agreement, and will hold the other Party harmless for those losses. In the event that either Party incurs damages, costs or expenses solely by reason of the other Party's actions or inactions, negligence or willful misconduct pertaining to this Agreement, then, in addition to any right of contribution or other cause of action that may be provided by law, the damaged Party shall be indemnified by the other Party for all losses incurred by such damaged Party. This indemnification shall survive the date of expiration or termination of this Agreement.

9. JURISDICTION: Any lawsuits related to or arising under this Agreement shall be commenced and tried in the Courts of Brown County, Wisconsin and the Parties shall submit to the jurisdiction of the Brown County courts for such lawsuits. In all respects, this Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

10. NOTICES: Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage prepaid, return receipt requested, or by a recognized overnight delivery service with proof of service, and addressed to the appropriate party as follows:

VILLAGE OF ALLOUEZ:

Village of Allouez
1900 Libal Street
Green Bay, WI 54301
Phone: (920) 448-2800
Fax: (920) 448-2850
Email: carrie.zittlow@villageofallouezwi.gov
Or: kim.wayte@villageofallouezwi.gov

BROWN COUNTY: Brown County Planning and Land Services Department –
Planning Commission
305 East Walnut Street, Room 320
Green Bay, WI 54301
Phone: (920) 448-6488
Fax: (920) 448-4487
Email: devin.yoder@browncounty.wi.gov

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

11. AMENDMENTS: This Agreement, including the Proposal, is the entire agreement between the undersigned Parties and shall only be modified, changed, or amended in writing and signed by duly authorized representatives of each Party, which amendment expressly states that it is the intention of the Parties to amend this Agreement.

12. SEVERABILITY: The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated unless the effect of holding the provision invalid, unenforceable, or void defeats the entire purpose of the Agreement.

13. CONSTRUCTION: All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences,

presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

14. HEADINGS: The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit, or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

15. AUTHORITY: The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective Parties and that they have full and complete authority to bind their respective Parties by executing this Agreement.

IN WITNESS WHEREOF, LPA and Brown County Planning Commission have executed this Agreement on the day and year entered below.

VILLAGE OF ALLOUEZ:

Date: _____

James F. Rafter, Village President

Carrie Zittlow, Village Clerk

BROWN COUNTY PLANNING COMMISSION:

Date: _____

Norbert Dantine, Jr., Board of Directors President

Cole Runge, Planning Director