



October 7, 2010

Joint Town/Village of New Glarus Negotiating Committee
c/o Keith Seward, Town of New Glarus Chair
1101 Highway 69
New Glarus, WI 53574

Re: Proposal to Provide Planning Services
Town of New Glarus/Village of New Glarus – Intergovernmental Agreement

Dear Mr. Seward:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Planning Services to the Joint Town/Village of New Glarus Negotiating Committee (Client). The Town and Village of New Glarus would like to prepare a Cooperative Boundary Agreement under the requirements of State Statute 66.0307. To date, the Town and Village's Joint Negotiating Committee have prepared preliminary terms to be included in the Agreement and are seeking assistance to finish drafting an Agreement that is consistent with the requirements of the Wisconsin Department of Administration.

Vierbicher has a long history of assisting local units of government come to agreements on land use and development issues. We have successful working relationships with both the Town and Village and have assisted both on land use and economic development issues in the past. As executive director of the Local Government Institute, Gary Becker, CEcD is an expert at facilitating intergovernmental processes aimed at achieving mutual benefit and long-term viability of the communities involved, and has been actively working with the Village for a number of years. We were fortunate earlier this year to have hired George Hall to provide even deeper expertise in this area. George recently retired from managing Municipal Boundary Review for the State of Wisconsin for over 25 years – there are very few people more knowledgeable than George on developing successful cooperative boundary agreements.

Stakeholder engagement will be a critical component of this process, as many property owners and electors are affected by the terms of such Agreements. Strong stakeholder engagement will enhance the possibility of a successful agreement that is implemented by successive Town and Village Boards. Without adequate stakeholder involvement through both education and feedback during the development of the Agreement, the Town and Village are at risk of trying to adopt an Agreement that may see strong opposition as public hearings occur, or once adopted, face challenges during implementation.

SCOPE OF SERVICES

A. Evaluation of Proposed Agreement

1. Consultant shall attend a meeting of the Joint Negotiating Committee to review and discuss the vision and goals of the drafted Agreement with Committee members. This will provide Consultant with a better understanding of the background of each section and how the rationale behind each element was developed.
2. Consultant shall review proposed Agreement based on the criteria of the Department of Administration as well as issues or concerns previously expressed by the Joint Negotiating Committee in regards to the long-term interests of both the Town and Village. Consultant will identify missing elements to be drafted, as well as language or terms that require clarification and/or additional discussion and direction with the Joint Negotiating Committee.
3. Consultant shall review proposed Agreement for consistency with adopted Town and Village Comprehensive Plans. Consultant shall identify those areas in each municipal Plan that are not consistent with proposed Agreement and develop recommendations for revisions to create consistency.

B. Facilitation of Negotiations

Upon identifying items within the proposed Agreement that require further discussion, Consultant anticipated facilitating a number of meetings with the Town/Village Joint Negotiating Committee. For the purpose of this budget estimate, four working meetings in New Glarus have been assumed. Additional meetings will be billed on a time and materials basis. All meetings will be facilitated by Gary Becker, CECD with assistance by other team members as appropriate.

C. Public Participation

Consultant shall facilitate two public meetings focused on stakeholder engagement. These meetings shall occur separate from working meetings of the Joint Negotiating Committee. Consultant shall prepare all materials for each meeting, including a presentation and educational hand-out materials. It will be the responsibility of the Client to invite targeted property owners to these meetings, as well as advertising to the public.

The first public stakeholder meeting shall be held after Consultant has met with the Joint Negotiating Committee to discuss the vision and goals of the Agreement, as well as reviewed the proposed Agreement language and discussed the findings at a second meeting with the Committee. The intent of this stakeholder meeting will be to present the Committee's issues and concerns and how they could best be resolved through a Cooperative Boundary Agreement, including a brief discussion of what an Agreement entails and how one is developed. The primary focus of this meeting will be asking for feedback from attendees on what their concerns are regarding these topics and ideas they may have for solutions. After this meeting, the Committee will refine their draft Agreement based on this feedback and continue to develop each individual element.

The second public stakeholder meeting shall be held once a full Agreement has been drafted. The intent of this meeting will be to collect public feedback on the recommendations of the Agreement, based on what the Committee heard at the initial stakeholder meeting, focusing on those that affect the impacted property owners. This will provide an opportunity for property owners to better understand the impacts of the proposed Agreement and ask questions prior to the public hearing. After this informational meeting, the Committee will have an opportunity to revise their draft Agreement as necessary based on public feedback.

Additional forms of public involvement are encouraged, but shall be the primary responsibility of the Client. Some examples may include meetings with individual property owners, business owners, working with the local press and radio hosts to educate community members and advertise local meetings, direct mailings, etc.

D. Drafting of Agreement Document

Consultant will work in cooperation with Town and Village legal counsel and the Joint Negotiating Committee to prepare a full draft document that is consistent with the requirements of State Statutes section 66.0307 and ready to submit, following the required joint public hearing and adoption by the respective Boards, to the Department of Administration for review. Consultant will develop elements of draft Agreement throughout entire process as each component is discussed in further detail by the Committee. Consultant will also prepare any supporting exhibits for the Agreement, including maps, charts and tables, which have not already been prepared. At the end of negotiations, a full draft Agreement will be presented to the Committee for review.

TIMELINE

A 12-week timeline is expected to complete the services describe herein. This assumes that Joint Negotiating Committee meetings will be held every two weeks. This timeline may be affected if additional Committee meetings are required to further discuss terms of the Agreement. The following outline identifies the timeline for completing this Scope.

Working Meeting #1 with Joint Negotiating Committee	Week 1
Evaluation of Proposed Agreement	Weeks 2 – 3
Working Meeting #2 with Joint Negotiating Committee	Week 4
Public Stakeholder Meeting #1	Week 4
Drafting of Agreement Begins	Week 5
Working Meeting #3 with Joint Negotiating Committee	Week 8
Review of Draft Agreement by Committee	Weeks 8-10
Working Meeting #5 with Joint Negotiating Committee	Week 11
Public Stakeholder Meeting #2	Week 11
Final Revisions to Draft Agreement	Week 12

FEE

The fixed fee for the scope of services described herein is \$20,500. Services outside of this Scope will be billed on a time and materials basis after a written authorization of services has been provided by the Client. Services outside this scope, including any additional support required during the DOA review process, will be an additional service and billed on a time and expense basis.

Project team hourly billing rates are as follows:

Gary Becker, CEcD, Project Principal	\$170
George Hall, Advisor	\$125
Sarah Pittz, AICP, Project Manager	\$110
Kevin White, LEED-AP, GIS Analyst	\$80

Consultant submits invoices monthly for work completed to date. Payment is due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1½% per month.

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions attached hereto are incorporated herein by reference.

Please indicate your approval for us to proceed with this work by signing in the space provided below and returning one copy to our office. Feel free to call me with any questions or concerns.

Sincerely,

Sarah M. Pittz, AICP
Project Manager

SP/

Attachment: General Terms and Conditions

Submitted by:
VIERBICHER ASSOCIATES, INC.

Gary Becker, CEcD
Planning/Community Development

By: _____ 10/10/11

Approved:

TOWN OF NEW GLARUS

By: _____

Date: _____

VILLAGE OF NEW GLARUS

By: _____

Date: _____

