

**TOWN OF GREENVILLE
TOWN BOARD
MEETING AGENDA**

DATE: Monday, March 26, 2018

TIME: Immediately Following the Planning Commission Meeting.

LOCATION: Greenville Town Hall, W6860 Parkview Drive, Greenville, WI 54942

Agenda

1. CALL TO ORDER

2. ROLL CALL, VERIFY PUBLIC NOTICE & APPROVAL OF AGENDA

3. PUBLIC COMMENT FORUM

Members of the public are welcome to address the Town Board. Individuals wishing to speak on an item (whether on the agenda or not) must sign in prior to the start of the meeting and may speak during the Public Comment Forum segment of the meeting. This segment is placed early in the agenda so the public may make their comments prior to any discussion or action by the Town Board. Individual comments are limited to no more than three minutes each. The Public Input section is limited to a total of 15 minutes.

The Town Board may suspend this rule if deemed necessary. Once the public input segment ends there will be no additional discussion from the audience. Note regarding non-agenda Town related matters: Pursuant to WI Statutes 19.83(2) and 19.84(2), the public may present matters; however, they cannot be discussed or acted upon until specific notice of the subject matter of the proposed action can be given.

4. NEW BUSINESS

- a. Discussion & Possible Action: Agreement for professional consulting services with Forrest & Associates, LLC to assist in completing Incorporation Documentation for the Town of Greenville.
- b. Presentation: Incorporation Overview of General Information on the Pros and Cons of Incorporation.

5. ANNOUNCEMENTS

6. ADJOURNMENT OF MEETING

Dated/Posted: March 23, 2018

Wendy Helgeson, Town Clerk



Proposal for Town of Greenville Incorporation Services

THIS PROPOSAL is made to the Town of Greenville, Outagamie County, Wisconsin (the “Town”), by Forrest & Associates, LLC (“Forrest”), Eagle River, Wisconsin, a professional community development and management consulting firm, for purposes of providing professional consulting services to complete the Incorporation Documentation for the Town of Greenville.

The incorporation of a portion of the Town to Village status is under consideration by Greenville, and the Wisconsin Department of Administration requires statutory documentation to aid the Department in its review and approval, pursuant to Wisconsin Statutes 66.0207. The service proposed is to compile the required statutory documentation and assist the Town through the process.

Proposed Scope of Work

Forrest proposes to undertake the following work scope:

Task 1- *Characteristics of the territory.* This is also commonly known as the “Homogeneity and Compactness Test.” The entire territory of the proposed village or city shall be reasonably homogenous and compact, taking into consideration natural boundaries, natural drainage basins, soil conditions, present and potential transportation facilities, previous political boundaries, boundaries of school districts, shopping and social customs. An isolated municipality shall have a reasonably developed community center, including some or all of such features as retail stores, churches, post office, telecommunications exchange and similar centers of activity.

This task consists of the preparation of maps and narrative describing how the natural resource and socio-economic information will contribute to a finding of “homogeneity and compactness.” This is the most time intensive and extensive portion of the submittal. Elements of this section generally include:

- a. Maps of the following will be assembled as part of the submittal:
 - School Districts
 - Utility Districts
 - Soils
 - Topography

- Shoreland/Wetland/Floodplain
 - Environmental Corridors
 - Land Use and Development
 - Annexation History
 - And such other maps as are appropriate to the Submittal.
- b. Description of historic, governmental, social and economic factors that support identity of the community of Greenville as a Village:
- Events
 - Celebrations
 - Shopping, social and recreational customs by inventorying local groups, clubs, and churches, including their meeting times, meeting frequency, meeting location, membership (including an estimate of the proportion of members who reside in the community)
 - Other activities important to the community.
- c. List of businesses organized by type with addresses, employees, full or part-time, etc.
- d. School District Data
- e. Existing Codes and Ordinances
- f. Five-year history of Rezoning, land division/subdivisions and building permit by type (residential, commercial, industrial; new versus remodel, etc.).
- g. Street Classification.
- h. Local, County and Regional Plans.
- i. Engineering, planning and financial reports and/or feasibility studies regarding sewer, water, storm sewer.
- j. Abandoned Landfills.

Task 2 –Territory beyond the core. The territory beyond the most densely populated one-half square mile specified in s. 66.0205 (1) or the most densely populated square mile specified in s. 66.0205 (2) shall have an average of more than 30 housing units per quarter section or an assessed value, as defined in s. 66.0217 (1)(a) for real estate purposes, more than 25% of which is attributable to existing or potential mercantile, manufacturing or public utility uses. The territory beyond the most densely populated square mile as specified in s. 66.0205 (3) or (4) shall have the potential for residential or other urban land use development on a substantial scale within the next 3 years.

This element is heavily planning oriented, and addresses population, socio-economic characteristics, and development potential.

Task 3 - Tax revenue. The present and potential sources of tax revenue appear sufficient to defray the anticipated cost of governmental services at a local tax rate which compares favorably with the tax rate in a similar area for the same level of services.

This element involves the preparation and review of proposed Village Budgets. The Budget will be included in the document prepared for submittal to the Department of Administration.

Task 4 –*Level of services.* The level of governmental services desired or needed by the residents of the territory compared to the level of services offered by the proposed village or city and the level available from a contiguous municipality which files a certified copy of a resolution as provided in s. 66.0203 (6).

A complete description of these services will be developed as a component of the Submittal.

Task 5 –*Impact on the remainder of the town.* Evaluate the impact, financial and otherwise, upon the remainder of the town from which the territory is to be incorporated.

This issue will be adequately addressed in the Submittal.

Task 6 –*Impact on the metropolitan community.* The effect upon the future rendering of governmental services both inside the territory proposed for incorporation and elsewhere within the metropolitan community. There shall be an express finding that the proposed incorporation will not substantially hinder the solution of governmental problems affecting the metropolitan community.

A complete analysis of the impact of the incorporation on the metropolitan community will be included in the Submittal.

Task 7 – Meetings with Department of Administration staff, and Incorporation Review Board.

An initial meeting will be held with the Town Staff upon acceptance of the proposal, and the issuance of a notice to proceed. This meeting will be used to discuss the timetable and parameters of the Submittal.

As appropriate, meetings may be held with Wisconsin Department of Administration during preparation and after the Submittal of the documentation. Meeting(s) will be directed at answering questions and receive input regarding additional information as may be required by the Department.

Forrest will attend all meetings and hearings of the Incorporation Review Board which address the Town's request for incorporation.

Task 8 – Public Information.

Periodic presentations will be made to the Town Board on the progress of the preparation of the submittal.

In addition, the Consultant shall work with Town Staff to provide information via the Town's Web Site regarding the incorporation. Town staff shall be responsible for posting all relevant information to the Web Site.

Modifications to Scope:

The proposed work scope may be modified from time to time by the Town and agreed to by the Consultant prior to proceeding with said work.

Duration:

This Contract shall be in force commencing on the date of notice to proceed being issued to the Consultant and conclude with the issuance of the “determination” by the Department of Administration, the hearing conducted by the Circuit Court, and the Town referendum.

Town Responsibilities:

The Town shall be responsible for the timely review of materials and shall render timely comments and opinions regarding materials provide to the Town by the Consultant.

The Town shall provide all materials and documents available that support the completion of the Submittal. This includes all reports, plans, annual reports, documents and data prepared by, or on behalf of the Town.

The Town shall provide adequate space in Town facilities for the Consultant to work on the Submittal when necessary to be on site. Adequate space shall also be provided to catalog and store materials assembled as they are related to the Incorporation Submittal.

The Town shall be responsible for obtaining all relevant mapping related to the submittal from all sources, including, but not limited to the East Central Wisconsin Regional Planning Commission, Winnebago County and its Planning/Engineering Consulting Firm. Maps to be included in the Submittal shall be provided to the consultant in electronic and/or paper format, as appropriate.

The Town shall be responsible for printing costs associated with the Submittal and are **not** reflected in the costs included in this proposal.

As appropriate, Forrest will generally provide these services from the Town Hall and/or from his office located in Eagle River, Wisconsin between April and October, or Port Charlotte, Florida between November and March.

Forrest agrees to perform as an independent contractor and not as an employee of the Town. As such, Forrest assumes responsibility for the payment of income and business taxes, health and life insurance, and such other benefits and expenses associated with retention of an employee.

Forrest agrees that the performance of his work, services and the results therefore, shall conform to such recognized professional standards as are prevalent in this field of endeavor and like service.

Additional Work:

The Town agrees to pay Forrest for additional work requested and will be billed to the Town at the rate of \$145.00 per hour, plus expenses, if any. Whenever possible, terms of additional work as requested by the Town shall be agreed to in writing between the Village and Forrest & Associates, LLC. Emergency situations may present conditions when written approval may be waived.

Termination:

This contract may be terminated within seven (7) working days upon written notice. In the event of termination, Forrest shall be due reimbursement for the fees and expenses incurred to the date of termination.

Project Contacts:

The Town's authorized representative will be:

Joel Gregozeski, Town Administrator
Town of Greenville

Forrest & Associates, LLC contact shall be William L. Forrest, 3439 N Carpenter Lake Road, Eagle River, WI 54521-8677. Cell: (715) 218-3183. Email: bill.4est@yahoo.com.

Hourly Rate and Expenses:

1. Services proposed herein shall be at the rate of \$ 145.00 per hour, plus expenses. Billing is based upon 15 minute increments.
2. Mileage will be charged out at the allowable IRS rate (currently at \$.535 per mile). Lodging expenses will be invoiced at actual cost. Reimbursement for meal and incidental expenses shall not exceed \$51.00 per day. Invoices will include hours devoted to services to the Town, and expenses associated with the above described work scope. Any other travel expenses will be billed at actual cost.
3. Other expenses shall be reimbursed at actual, out-of-pocket cost such as postage, printing and copying, long distance phone, and other miscellaneous items.

Fees for the Public Forums will be at the standard hourly contract rate. Both the Town and Consultant will agree upon the number and purpose of the required forums, thereby allowing the Town to control the cost and time associated with said forums. Forums may be conducted both prior to and/or after submittal, as determined by the Town.

The Consultant will make periodic trips to Greenville and will make every effort to utilize these to maximize productivity and accomplish multiple tasks. To obtain maximum efficiency Town staff will endeavor to schedule multiple meetings for each site visit, as appropriate.

Payments:

Town shall pay Forrest the amounts due upon receipt of invoice. A service charge of 1½ % (one and one-half percent) per month may be charged on all amounts still due more than 30 days after the date of invoice.

Additional Work:

The Town agrees to pay Forrest for additional work requested and will be billed to the Town at the rate of \$145.00 per hour, plus expenses, if any. Whenever possible, terms of additional work as requested by the Town shall be agreed to in writing between the Town and Forrest & Associates, LLC. Emergency situations may present conditions where written approval may be waived.

Modifications to this Agreement:

Terms of this agreement may be modified between Forrest and the Town. Modifications shall be agreed to by the parties in writing. Neither party can assign this agreement without the prior written agreement of the other party.

Termination:

Either party may terminate this agreement upon seven (7) days written notice. If terminated, Town agrees to pay Forrest the hourly rate of \$145.00 for all services rendered up to the date of termination.

Dispute Resolution:

Forrest and Town agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises.

Indemnification:

1. Forrest agrees to indemnify, defend and hold the Town, its officers, agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorney's fees) to property of persons, including injury or death or economic loss, arising out of the project and/or performance or non-performance of obligations under this agreement, except to the extent such damages or losses are directly caused by gross negligence or willful misconduct.
2. Town agrees to indemnify, defend and hold Forrest, its officers, agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorney's fees) to property of persons, including injury or death or economic loss, arising out of the project and/or performance or non-performance of obligations under this agreement, except to the extent such damages or losses are directly caused by gross negligence or willful misconduct.

Signature Page

Proposal Acceptance:

Forrest & Associates, LLC

William L. Forrest, AICP
Owner

On behalf of the Town of Greenville, Wisconsin this proposal is accepted, dated this _____ day of _____, 2018.

Signature
Town of Greenville, Wisconsin
By:

Printed Name