MEETING NOTICE
REGIONAL COMPREHENSIVE PLANNING COMMITTEE

COMMITTEE MEMBERS: Joe Moore – Fond du Lac Co. (Chairperson), Merlin Gentz - Calumet Co. (Vice-Chairperson), Rick Jaeckels – Calumet County, Jim Lowey – Menominee County, Kevin Sturm – Outagamie Co., Michael Thomas – Outagamie Co., Steve Cummings – Winnebago Co.,

Please contact our offices at least 48 hours in advance if you are unable to attend or arrange for an alternate as a quorum is needed to conduct Committee business.

DATE: Wednesday, January 16, 2019
TIME: 10:00 a.m.
PLACE: 4th Floor, City Manager Conference Room, City-County Government Center, 160 S. Macy Street, Fond du Lac, WI 54935

AGENDA

1) Welcome & Introduction
2) Statement of Compliance with Wis. Stats. Ch. 19, Subchapter V, Sec. 19.84 Open Meetings
3) Pledge of Allegiance
4) Approval of Agenda / Motion to Deviate
5) Approval of October 17, 2018 Committee Meeting Summary of Proceedings (Attachment #1)
6) Public/Guest Comment
7) Announcements
   a) January Quarterly Commission Meeting – January 25, 2019
   b) Other
8) Informational Items
   a) Initiative 41 Update (Eric F.)
9) Action Items
   a) Approval of the draft 2019 Work Program & Budget: 1100, 1700, 1800, 2000 & 3000 Elements (to be sent separately prior to meeting)
b) **Proposed Resolution 01-19:** AUTHORIZING THE COMMISSION TO ENTER INTO AN AGREEMENT WITH THE TOWN OF ELDORADO, FOND DU LAC COUNTY, FOR THE PREPARATION OF A COMPREHENSIVE PLAN UPDATE (Attachment #2) (Eric F.)

c) **Proposed Resolution 02-19:** AUTHORIZING THE COMMISSION TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF NORTH FOND DU LAC, FOND DU LAC COUNTY, FOR THE PREPARATION OF A COMPREHENSIVE PLAN UPDATE (Attachment #3) (Eric F.)

10) **Program/Project Updates & Discussion**

a) Health & Planning Activities (Tom B.)
   i) Healthy WI Leadership Institute COACH
   ii) Tom Baron - WPHA Board involvement
   iii) Transportation Research Board (TRB) Conference –
        (1) Workshop with Federal Highway Administration - Facilitating Equitable Outcomes: The Intersection Between Public Engagement and Equity in Transportation
        (2) Hot Topic – A Panel Presentation – Advancing Public Health in Transportation is Critical for a Smart, Sustainable, and Equitable Future
   iv) Federal Highway Administration Virtual Peer to Peer Exchange
   v) NCHRP 25-25 – A Guide to Transportation and Public Health Communications Project

b) Neighborhood Partners / Gappers Network (Kathy T. / Eric F.)

c) GIS & Technology Updates (Mike Z.)

d) Comprehensive Plan Updates (Kathy T. / Tom B. / Eric F.) *(to be sent out separately prior to the meeting)*
   i) C. Waupun
   ii) C. Clintonville
   iii) V. Winneconne
   iv) C. New Holstein
   v) T. Greenville
   vi) T. Algoma
   vii) T. Oakfield
   viii) T. Eldorado
   ix) Other Pending

11) **ECWRPC Steering Committee Report** (Eric F.)

12) **County Roundtable Discussion / Updates**

13) **Next Meeting**
   a) Wednesday, April 17, 2019

14) **Adjourn**

*Any person wishing to attend this meeting or hearing, who, because of a disability, requires special accommodations should contact the East Central Wisconsin Regional Planning Commission at (920) 751-4770 at least three business days prior to the meeting or hearing so that arrangements, within reason, can be made.*
Committee Members Present
Joe Moore, Chair (Alternate for Leanne Lorrigan) .................................... Fond du Lac County
Merlin Gentz, Vice-Chair ............................................................................. Calumet County
Steve Cummings ......................................................................................... Winnebago County
Rick Jaeckels ............................................................................................... Calumet County
Kevin Sturn ................................................................................................ Outagamie County
Mike Thomas ............................................................................................... Outagamie County

Committee Members Absent
Jim Lowey .................................................................................................. Menominee County

Staff Present
Kathy Thunes ............................................................................................... ECWRPC Staff
Tom Baron .................................................................................................... ECWRPC Staff
Mike Zuege .................................................................................................. ECWRPC Staff
Melissa Kraemer Badtke ............................................................................. ECWRPC Staff

1. Welcome & Introductions

   The meeting was called to order at 10:00 a.m. by Mr. Moore. Introductions were made.

2. Statement of Compliance with Open Meetings Law

   Mr. Fowle affirmed that the meeting notice was posted in accordance with requirements and that a quorum of members is present.

3. Pledge of Allegiance

   The Pledge of Allegiance was recited.

4. Approval of Agenda / Motion to Deviate

   A motion was made by Mr. Gentz and seconded by Mr. Jaeckels to approve the agenda. Motion passed unanimously.

5. Approval of July 24, 2018 Summary of Proceedings

   A motion was made by Mr. Sturn and seconded by Mr. Cummings to approve the July 24, 2018 summary of proceedings as presented. Motion passed.

6. Public/Guest Comment

   None
7. Announcements/Informational Items

a) 2018 APA-WI Conference Report

Mr. Baron provided a brief update on the APA-Wisconsin Annual Conference. The theme of this year’s conference was Growing Inclusive Communities. Ms. Nelson and Mayor Hanna from the City of Appleton provided a lunch plenary on Communitywide Equity: A Proactive Approach to Diversity and Inclusion. Five staff members attended the conference and two staff presented at two sessions Wayfinding for Active Transportation and Incorporating a Health Lens in Planning. Ms. Thunes stated that she had attended a Law & Legislative Update and had hoped to share information from this session with Commissioners. Unfortunately the power points from the sessions have not been posted yet. When they are posted she promised to share this information with Commissioners.

b) October is National Planning Month!

Mr. Fowle directed the Commissioners’ attention to Planning Month Key Messages from the American Planning Association. He encouraged Commissioners to promote planning and the planning profession this month.

c) October Quarterly Commission Meeting / Mini Conference – October 26, 2018

Mr. Fowle mentioned that the October Quarterly Commission meeting is scheduled for next week Friday, October 26th in Ashwaubenon. A mini-conference It all Flows Downhill will be held in the morning. This conference will discuss toxic levels of PAHs (polycyclic aromatic hydrocarbons), which is found in blacktop. Green infrastructure code audits will also be highlighted. Commissioners should respond to the survey that will be emailed regarding Commissioners attendance at the mini-conference, lunch and the commission meeting.

A question was asked as to if Brown County officials had been invited to the mini-conference. Mr. Fowle said that he would email key elected officials of this opportunity.

d) UniverCity Year Program, UW-Madison

Mr. Fowle mentioned that he wanted to make Commissioners aware of the UniverCity Year Program that is run through UW-Madison. This is a three-year program which is currently accepting proposals from Wisconsin communities for 2018-2021. How this program works is that a community partners with UW-faculty who incorporates identified projects into their courses with graduate students and upper-level undergraduate students.

e) Other

None

8. Informational Items

a) Initiative 41 Update

Mr. Fowle mentioned that Ms. Van Buren is working part-time for the City of Waupun, but is still on the Commission’s payroll until February. This will allow her the ability to complete the
DOD grant administration. The project is on track for completion by the end of year. Since some partners did not spend all the dollars that were allocated to them, remaining unused funding was moved to others including ECWRPC for administrative services. The November 15th event will focus on partner education on technology and the I-41 corridor. This will include information on Broadband and 5G, autonomous vehicles and smart cities, smart corridors.

Commissioners expressed concern that strategies are not being moved forward by the Commission. Mr. Fowle said that the Commission is currently working to keep compliant and to complete all the requirements for the current grant. The Commission does not have revenue in the budget to create a new economic development position. A comment was made that the Commission should be looking at increasing the levy. Mr. Fowle stated that he and the Steering Committee are already looking at the 2020 budget. Mr. Gentz asked to be kept informed about the budget discussion. Mr. Fowle offered to put an agenda item on all the standing committee agendas for a Steering Committee Report.

Discussion then focused on safety along the I-41 corridor. Ms. Kraemer-Badtke said that the Commission is leading the charge in terms of addressing safety concerns along the I-41 corridor. We are working with Outagamie County, the City of Appleton and other partners on this issue. We are producing the data that is being distributed regarding safety on the corridor. Short-term recommendations need to be identified to make the corridor safer until a long term solution can be implemented.

b) Update on 2019 Technical Assistance

Mr. Fowle directed the Commissioners attention to a detailed list of technical assistance requests and contract opportunities that was distributed at the meeting. Mr. Fowle mentioned that we should be able to replace Mr. Baron’s position, but it is unknown at this time if we will be able to replace Mr. Huffman’s position with an economic development planner. Commissioners expressed concern regarding not replacing Mr. Huffman’s position with an economic development planner. Mr. Fowle assured Commissioners that he is looking for opportunities for additional revenue to do so, as the 2019 budget will not have sufficient sustaining revenues to do so. Mr. Fowle mentioned a potential opportunity through the WEDC, in which the Commission would administer a loan program following a natural disaster. Money repaid through the loan program could be used for economic development activities by the Commission. Mr. Fowle also mentioned a potential opportunity for the Commission to assist Waushara, Green Lake and Marquette counties with economic development given that their Tri-County Economic Development Corporation is under scrutiny.

c) Review and Updates on Draft 2019 Work Program & Budget

Mr. Fowle directed Commissioners attention to a handout distributed at the meeting. A discussion ensued regarding the lower than normal number of technical assistance requests, what to do if a community has not initiate a project during this calendar year, and cost overages on some projects. Comments were again made that Commissioners would like to see an economic development position added.

Mr. Fowle said that the largest change to the work program falling under this committee was the addition of Work Program 1800 Health and Planning. A handout was distributed summarizing this program. Mr. Baron provided a brief summary to the group.
Mr. Cummings left for another meeting at 11:20 a.m.

9) Action Items

a) Proposed Resolution 33-18: Authorizing the Commission to enter into an agreement with the Town Of Oakfield, Fond du Lac County, for the preparation of a Comprehensive Plan Update

Mr. Fowle stated that to keep costs down, the scope of services was reduced for this contract and that no public visioning/survey work would be completed as part of the contract. The onus is on the Plan Commission to provide updates.

A motion was made by Mr. Thomas and seconded by Mr. Gentz to approve the Resolution 33-18. Motion passed unanimously.

10. Program/Project Updates & Discussion

a) Health & Planning Activities

   i) Healthy WI Leadership Institute

   Mr. Baron reminded Commissioners that the Commission is completing the third and final year of a three year program in which the Commission is working with the Healthy WI Leadership Institute. This effort has been very beneficial to our work. The Commission has built new relationships, advanced skills training, and has worked collaboratively with public health professionals at the local and state level. Mr. Baron spoke about the skills that staff developed going through this program including enhanced communication skills, media relations, and understanding the public health perspective. Over the last year, East Central staff has worked on finalizing a Health in Planning Charter document, which lays the groundwork for the deliverables that will continue to be worked on with staff and partner organizations throughout the upcoming years. Mr. Baron also talked that staff will be developing a sustainability program. During the last site visit, there was a discussion about future funding to continue this work effort and staff will continue to pursue funding opportunities to help support this work. The Healthy WI Leadership Institute will be formulating a cost of the services of this program. Ms. Kraemer Badtke stated that East Central decided to pursue this program because it presented an opportunity for innovation with the organization. East Central is one of the only regional planning commissions and planning agencies that has gone through this program. This allowed our staff and their staff learn more about each of our professions.

   ii) Wisconsin Healthy Communities designation

   Mr. Baron mentioned that East Central WI Regional Planning Commission received the Wisconsin Healthy Communities Silver Designation this summer. This designation is through the UW Population Health Institute and is a three year recognition. Staff applied on behalf of the East Central Region and the programs we have worked on. Mr. Baron stated that as staff went through the application it was pretty eye opening of all of the accomplishments that the agency and staff have with the health in planning program.
iii) APA WI Annual Conference breakout session

Mr. Baron said that he was part of a five panel discussion *Incorporating a Health Lens in Planning* at the APA WI Annual Conference. Panelists shared information on the work that is being done to incorporate health in planning activities.

iv) PlanWorks Website – Draft Federal Highway Administration Case Study – Highlighting East Central’s Transportation and Public Health Work

Ms. Kraemer Badtke directed Commissioners attention to the handout *Draft – PlanWorks Case Study – A Coordinated Approach to Integrating Health in Corridor Planning*. Ms. Kraemer Badtke stated that we were approached by Federal Highway Administration regarding this case study. This case study highlights the work that had been completed with the College Avenue corridor and how community health professionals were engaged in the effort. She mentioned that the Commission had submitted a proposal for workshop with Federal Highway Administration for the Transportation Research Board Annual Conference in January.

v) NCHRP 25-25 – A Guide to Transportation and Public Health Communications Project

Ms. Kraemer Badtke said that a committee comprised of people from around the country was developing guide that should be completed within the next 2 weeks.

Ms. Kraemer Badtke stated that East Central was asked by the Transportation Research Board Committee to work on *A Guide to Transportation and Public Health Communications* document. East Central staff is working with their consultant and a panel of national experts on developing this document. It specifically talks about how to engage public health professionals and areas where transportation professionals may be able to collaborate with public health. The document should be available in early 2019 and East Central will be presenting at the Transportation Research Board Annual Conference in January.

b) Neighborhood Partners / Gappers Network

Mr. Fowle mentioned that last week, the Gappers Network held a Lunch N Learn in Oshkosh on how to initiate a neighborhood program. The City of Oshkosh and the City of Green Bay both talked about how their neighborhood programs started. About 30 people attended the program which received a number of positive comments.

Ms. Thunes said that Neighborhood Partners 2 (NP2) is the other side of the neighborhood effort the Commission is working on. The core team for NP2 is meeting next week to discuss the next series of neighborhood leadership training sessions that should be starting in January, 2019.

c) GIS & Technology Updates

Mr. Zuege said that he recently finished a project for the Village of Campbellsport. The Village wanted assistance on setting up a website in which they would be able to edit their own data. This project is similar to a project that was done for the Village of Hortonville.
Commissioners felt it was important to inform others about this project and the potential cost savings to communities. Cost savings would be realized since communities wouldn’t need to pay a consultant for work they could do themselves.

Mr. Zuege also said that International GIS day is November 14th. To celebrate, an open house is being planned at UW-Fox Valley on November 14th from 10 a.m. until 2 p.m. GIS Day provides an international forum for users of geographic information systems (GIS) technology to demonstrate real-world applications.

d) Comprehensive Plan Updates


Ms. Thunes referred everyone to the handout outlining the status of the comprehensive plan update work being done by the Commission. She, Mr. Baron and Mr. Fowle gave a brief update on contracts they are working on. Notable items include the completion of the Village of Sherwood project and the adoption of the cities of Oshkosh and Waupun comprehensive plan updates on October 9, 2018.

11. County Roundtable Discussion / Updates

a) Dark Stores

Mr. Moore shared that in Fond du Lac Menards sued the City to reduce their assessment from 9.5 million dollars to 5 million dollars. The City was able to negotiate a settlement with Menards that reduced the assessment by 2 million dollars. This settlement also affected Menards assessments for 2016 and 2017. A concern was expressed that this issue is not being taken up by the state legislature and that state representatives should be held accountable. Public awareness of this issue should also be raised.

B) Other

None

13. Next Meeting

The next Regional Comprehensive Planning meeting is tentatively scheduled for Wednesday, January 16, 2019 at 10:00 a.m., location to be determined. Mr. Moore offered to host the meeting in Fond du Lac and will work with Ms. Thunes to coordinate.

14. Adjourn

A motion was made by Mr. Thomas and seconded by Mr. Jaeckels to adjourn. At approximately 12:15 a.m. the meeting ended by consensus.
PROPOSED RESOLUTION NO. 01-19

AUTHORIZING THE COMMISSION TO ENTER INTO AN AGREEMENT WITH THE TOWN OF ELDORADO, FOND DU LAC COUNTY, FOR THE PREPARATION OF A COMPREHENSIVE PLAN UPDATE

WHEREAS, the Town of Eldorado, Fond du Lac County, Wisconsin desires to enter into an agreement with the Commission to render certain technical planning services in the preparation of a Comprehensive Plan Update; and

WHEREAS, the Commission has the statutory authority to enter into such agreements; and

WHEREAS, the Town is part of Fond du Lac County which is a member of the Commission in good standing; and

WHEREAS, the attached Scope of Services and Contract documents are made part of this Resolution, now therefore,

BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION:

SECTION 1. That the Commission will perform the services enumerated in the attached Scope of Services for the consideration set forth under its Local Assistance Program.

SECTION 2. That the Commission is authorized to enter into the necessary agreements to carry out such services.

Effective Date: January 25, 2019
Submitted By: Regional Comprehensive Plan Committee
Prepared By: Kathleen Thunes, P.E. – Principal Planner

Merlin Gentz - Calumet Co.                     Kevin Sturn - Outagamie Co.


Steve Cummings – Winnebago Co.                Rick Jaeckels – Calumet Co.

James Lowey – Menominee Co.
Scope of Work & Contract for Services
Town of Eldorado, Wisconsin

Preparation of Year 2040 Comprehensive Plan Update

October 22, 2018
October 22, 2018

Mr. Gary Miller, Chairman
Town of Eldorado
N7845 County Road I
Fond du Lac, WI 54937

SUBJECT: Contract and Scope of Services for the Preparation of an Update to the Town of Eldorado’s Comprehensive Plan

Thank you for contacting me regarding the Commission’s potential involvement in this project. Please find enclosed a detailed scope of work and contract for the preparation of an update to the Town of Eldorado’s Comprehensive Plan which would be undertaken by our staff.

The cost estimate reflects a discount on our actual price to do such work by using East Central’s county levy dollars which were assigned to provide technical assistance, as well as consideration of benefits that can be derived using our other regional programs.

I can be contacted at (920) 751-4770 or efowle@ecwrpc.org if any additional questions or concerns arise.

Sincerely,

Eric Fowle, AICP
Executive Director

Enclosure
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CONTRACT BETWEEN
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION (COMMISSION) AND TOWN OF ELDORADO, WISCONSIN

FOR PROJECT NUMBER: 2439-19
COMPREHENSIVE PLAN UPDATE

This CONTRACT, made and entered into by and between East Central Wisconsin Regional Planning Commission (COMMISSION) and the Town of Eldorado, Wisconsin (TOWN), to provide services described in detail herein and is for the purpose of:

Preparing and update to the existing Town of Eldorado Comprehensive Plan with a time horizon of 2040.

The COMMISSION deems it advisable to engage the TOWN to provide certain services and has authority to contract for these services as permitted by its Bylaws. The COMMISSION will be compensated by the TOWN for services provided under this CONTRACT on the following cost basis:

a) An ACTUAL COST up to $15,000.00 to be paid in three (3) installments for work completed between January 1, 2019 and May 31, 2020 as outlined in the Scope of Services, Appendix A (see Appendix B, Section III, Item 3 for a complete payment schedule).

b) The final invoice will be submitted once the final services and materials have been submitted to the TOWN and both parties are in agreement that the final products have been completed.

The COMMISSION represents it is in compliance with the laws and regulations relating to its profession and signifies its willingness to provide the desired services.

The TOWN Representative and billing contact is Cathy Winters, Clerk for the Town of Eldorado whose work address/e-mail address and telephone number is:

Cathy Winters, Clerk
W7991 Dike Road
Fond du Lac, WI  54937
Phone: (920) 872-0800
Email: clerk.eldorado@gmail.com

The COMMISSION Representative is Kathy Thunes, whose work address/e-mail address and telephone number is:

East Central Wisconsin Regional Planning Commission – October 22, 2018
7
The parties agree to all of the provisions which are annexed and made a part of the CONTRACT consisting of thirty (30) pages including cover sheets, Appendix A (Scope of Services) and Appendix B (East Central’s Shortform for Locally Funded Contracts).

For the TOWN OF ELDORADO

By: Gary Miller, Chairman
    Town of Eldorado

Date:

For the COMMISSION

By: Eric Fowle, AICP
    Executive Director

Date:
APPENDIX A: SCOPE OF SERVICES FOR
PROJECT NUMBER: 2439-19
Appendix A - Scope of Services

Town of Eldorado Year 2040 Comprehensive Plan Update

Overview

This scope of services document outlines the tasks, activities, products, timelines, and costs for completing an update of the Town of Eldorado’s Comprehensive Plan in accordance with Wisconsin State Statutes 66.1001.

Planning Approach

East Central’s approach to comprehensive planning is focused on developing an appropriate vision for the future that is created by the community. We firmly believe that a high level of citizen engagement early on in the planning process will benefit not only the quality of the plan that is created, but will also ease the tensions that typically come into play at the end of many public processes (11th hour arguments and misinformation run amok). The reason for this is that the end result of the process – the plan itself – is something that is developed by the community through a process which facilitates ‘ownership’ of the plan.

We accomplish this using a consistent and simple engagement process. First, an update of all factual information contained within the existing Town of Eldorado’s Comprehensive Plan is completed. This information is then shared with community leaders and the general public in order to identify and explore critical issues, trends and opportunities associated with expected changes in the community. Lastly, we ensure that the final, updated comprehensive plan and land use plan map are well-connected to these short and long term desires, and that appropriate steps are provided as a guide for how to achieve the vision.

Public participation and engagement is generally sought in two basic forms:

1) Traditional, yet well publicized meeting notices and public comment opportunities (newsletters, press releases, flyers/posters, web postings etc.). Additionally, public comment opportunities are provided at each regular Plan Commission meeting during the process. This includes a final, formal public hearing at the end of the process. East Central staff will assist the Town in reviewing and modifying any components of the established Citizen Participation Plan document prior to initiating this public process.

2) Through the development of optional public forums (workshops, listening sessions, online surveys) which will provide direction for community and neighborhood level physical improvements and changes that will be required to meet the established land use vision.

Community-Wide Visioning Workshop (OPTIONAL – See Cost Estimate)

While the Town of Eldorado is rural in nature, with relatively low population/development growth rates, it does not mean that land use issues aren’t present. In order to better gauge residents’ and elected/appointed officials knowledge of the community respect to land use issues, East Central proposes that a community-wide visioning workshop be held during the mid to late
winter months. This visioning workshop would consist of a 1-1/2 to 2 hour ‘open house’ session which would be used to evaluate a number of issue areas within both the context of the nine traditional elements of a comprehensive plan as well as those that specifically relate to the Town’s overall “sense of place”. Sense of Place refers to a framework of qualities that can better help to identify natural physical and social clusters of development that identify themselves as a cohesive ‘place’.

Participants would engage in a number of visual and exploratory exercises in order to identify specific issues, high priority trends, needed physical improvements, and implementation opportunities that will be used to maintain or enhance some of the following areas:

- livability and quality of life;
- environmental qualities and functions;
- transportation and mobility and multi-modal enhancements;
- recreation and health;
- housing and changing markets;
- community services provision;
- economic development and talent attraction; and
- growth and development interests.

Participants would be encouraged to attend from all parts of the Town. The goal of the session would be to better engage residents and landowners in the planning process. Targeted invites will need to be made by the Town Chairperson, Board Members, Plan Commissioners and others with a goal of having a representative group of at least 20-25 individuals from throughout the Town representing the following interests:

- Interested/Affected Residents
- Town Board Members
- Town Plan Commission Members
- Business Leaders
- Citizen Group Representatives
- School District Representatives
- Park/Recreation/Bike/Ped Enthusiasts
- Farmers / Agricultural Community
- Non Metallic Mining Interests
- Historical Society (where applicable)
- Representatives of Adjacent/Overlapping Units of Government
- WisDOT (where applicable)
- WDNR (where applicable)
- Others as identified during preparatory phase

In summary, the visioning workshop process will generate materials that will enhance the Town’s current comprehensive plan by adding several more layers of ‘depth’ to addressing current issues, including the application of specific planning and implementation concepts that were not included in the current plan.

**Plan Commission Responsibilities**

East Central will work with the Plan Commission as the primary body for discussion and decision-making throughout the process. While East Central’s staff will do what they can to ensure an efficient process, the Plan Commission will have a number of responsibilities as well, including:
Timely review of background information and maps to not only concur with its conclusions, but also to point out corrections, errors, or other sources of information;
Review of Community-wide workshop results and a determination of priority issues to address in the plan;
Evaluation of plan alternatives, goals, strategies and recommendations in order to formulate the best direction in moving forward on land use matters within the community;
Review of final plan documents and establishing a supportive environment for instilling community dialogue and input on the plan.

**Project Timeframe**

The project would initiate on January 1, 2019 and would be completed over an 18 month period ending with delivery of the final documents by May 31, 2020 as shown in Figures 1 and 2 on the following pages.
Figure 1 – Tasks & Timeframes for Town of Eldorado Comprehensive Plan Update

<table>
<thead>
<tr>
<th>Phase</th>
<th>Timeframe (Approximate)</th>
<th>Description/Key Events</th>
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<tbody>
<tr>
<td>Organization</td>
<td>Jan.-Feb., 2019</td>
<td>• Creation &amp; Adoption of Public Participation Plan</td>
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<td>• Establishment of Comprehensive Plan Update Webpage</td>
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<td>• Appoint Ad Hoc Members to Plan Commission</td>
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<td>• Prepare Prelim. Demographic Info</td>
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<td>Plan Kickoff Meeting &amp; Visioning</td>
<td>Jan.-Mar., 2019</td>
<td>• Kickoff Meeting with the Town Plan Commission</td>
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<td>▪ Present Prelim. Demographic Info</td>
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<td>▪ Optional Public Visioning Workshop</td>
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<td>Inventory/Analysis &amp; Issue</td>
<td>Jan. – Sept., 2019</td>
<td>• Update inventory of the physical, social, and economic resources of the Town</td>
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<td>Identification/Vision &amp; Goal</td>
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<td>• Development of background maps</td>
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<td>Development</td>
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<td>• Meet with Town Plan Commission</td>
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<td></td>
<td></td>
<td>▪ Review (optional) Workshop results</td>
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<td>▪ Review background data for each element</td>
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<td>▪ Identify and prioritize issues (needs) and opportunities</td>
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<td>▪ Develop Vision Statements &amp; Plan Goals</td>
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<td>Plan Alternative, Strategies &amp;</td>
<td>Sept.-Nov., 2019</td>
<td>• Develop Plan alternatives and draft strategies and recommendations</td>
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<td>Recommendations</td>
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<td>• Develop draft land use plan map</td>
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<td>• Meet with Town Plan Commission to review draft alternatives and strategies and land use plan map</td>
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<tr>
<td>Plan Implementation</td>
<td>Dec., 2019 – Feb., 2020</td>
<td>• Develop final plan, strategies and recommendations</td>
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<td>• Develop final future land use map</td>
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<td>• Hold Intergovernmental Meeting &amp; Public Informational Meeting</td>
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<td>• Meet with Town Plan Commission to Approve Public Review</td>
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<td>Plan Review, Public Hearing &amp;</td>
<td>March, 2020</td>
<td>• Develop press release</td>
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<tr>
<td>Adoption</td>
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<td>• Publish 30 day public notice</td>
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<td>• Hold Public Hearing / Town Plan Commission recommendation of comprehensive plan amendment</td>
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<td>• Town Board adoption of plan update (amendment) by ordinance</td>
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<tr>
<td>Plan Printing &amp; Distribution</td>
<td>May, 2020</td>
<td>• Plan printing and delivery</td>
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<tr>
<td>Activities</td>
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**Figure 2: Project Timeline and Invoicing Schedule**

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<tr>
<th>Task</th>
<th>Jan '19</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May ($)</th>
<th>Jun</th>
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Note: $ symbol indicates project invoicing/payment period.
Contract Deliverables

East Central, within 30 days of the approval of the final document by the Town Board, will produce and deliver the following materials in order to satisfy the contract:

1) 10 printed, full-color copies of the Town of Eldorado Year 2040 Comprehensive Plan, including maps;
2) 10 USB data drives containing a full Adobe Acrobat (.pdf) version of the plan document with maps and a version with maps separated out.
3) 1 full set of display-size (24”x36”) maps utilized in the plan document.

Additional copies of the above materials can be produced in excess of what is noted above and a separate cost estimate can be provided if requested by the Town.

Cost Estimate, Method of Payment

The following estimate of costs has been prepared to complete the entire project as proposed and includes all labor, materials and travel cost. Any changes in the scope of services provided herein can be considered by the Town at their request at any time during the planning process. A separate estimate shall be prepared and approved by both parties prior to alteration of the tasks set forth herein.

Update of Inventories/Demographics $ 5,000.00
GIS Mapping $ 2,500.00
Public Visioning Workshop/Report $ 2,500.00
Plan Commission Meetings/Preparation $ 2,500.00
Plan Generation/Alternative Development $ 2,500.00
Final Plan Writing & Recommendations $ 2,500.00
Plan Printing & Distribution $ 1,500.00
Program and Technical Assistance Credit due to FDL Co. Membership ($4,000.00)
TOTAL $15,000.00

East Central will invoice the Town in three separate installments (two of $5,000 during calendar year 2019, and the remaining $5,000 during 2020) as indicated by the ($) in the ‘months’ shown in Figure 2: Project Timeline and Invoicing Schedule. Each invoice shall be accompanied by a short report of major tasks completed during each period.

Project Staffing

At a minimum, the following East Central staff will have some level of involvement in the project as described:

- Eric Fowle, AICP – Executive Director
- Kathy Thunes, PE - Principal Planner (Project Lead)
- Kolin Erickson – Associate Transportation Planner
- Kyle Mc Nair – GIS Specialist
Information Required from the Town and Other Responsibilities

The Town will provide East Central with a copy of its current Citizen Participation Plan document and adopt the updated version prior to the initiation of the public process.

The Town of Eldorado shall also assume all costs and responsibilities for providing meeting/event space, refreshments, preparing and distributing meeting notices, publishing hearing notices, preparation of committee meeting minutes, printing and mailing of meeting materials generated by East Central, and various other tasks which serve to relay information about the project from East Central to the Town’s elected officials or residents.

The Town of Eldorado is responsible for mailing copies of the adopted comprehensive plan, as required by Wisconsin State Statutes 66.1001.

Continuing Planning Assistance

As continued member of the East Central Wisconsin Regional Planning Commission by virtue of Fond du Lac County, the Town of Eldorado is entitled to receive continuing planning and support services subject to its overall capacity, to implement this plan, once completed.

Experience and References

East Central has been in existence since 1972 and its organization has been involved in numerous planning and development related issues through both programmatic and contractual work. Its current staff of 23 professionals has an impressive average employment of over 11 years each. When working with communities on contract projects, these are some of the beneficial reasons that are given regarding our services:

1) Our overall cost and our ability to subsidize some costs for prior work done through Commission related programs. This includes our ability to fund some project related expenses, add-ons, or plan enhancements directly through one of our regional programs;

2) Ability to bring regional context and additional knowledge to local planning projects/issues using our staffing resources from program areas associated with our Metropolitan Planning Organization (MPO), Economic Development District (EDD), or Water Quality Management Agency (WQM) designations at the State and Federal level, and staff’s involvement with organizations such as Fox Cities Greenways, the Niagara Escarpment Resource Network and the Fox-Wisconsin Heritage Parkway, to name just a few.

3) Staff knowledge of, and positive relationships with, Federal and State agencies, County departments, and non-profit organizations and their programs and policies which have resulted from years of communication and cultivation;

4) Familiarity and experience! East Central staff has been involved with many urban and rural planning projects and issues during its 45 year history. Its current Director has been employed by the Commission for over 20 years and its Transportation Director for over 25 years. Our 23 staff bring vast amounts of knowledge and familiarity with various planning issues facing the region’s communities, as well as the regional context(s) under which the issues have developed.
5) Objectivity. By its very nature, the Commission addresses all planning issues and projects in a manner that is comprehensive and includes examination of all sides of an issue prior to engaging in, or providing direction on, a land use related decision. The Commission also has an excellent track record for bringing communities together to make important decisions in a coordinated manner.

Below is information on recent and ongoing contract projects that were engaged by communities who desired to have East Central lead the public planning process. More information and materials associated with these projects can be viewed at their respective websites.

Although each community and its plan are unique and varied, we would encourage you to make contact with these entities if you have any questions about our general abilities.

| Project | Town of Byron Year 2040 Comprehensive Plan Update |
| Community | Town of Byron, Fond du Lac County |
| Completion Date | June, 2017 |

| Project | Town of Buchanan Year 2040 Comprehensive Plan Update |
| Community | Town of Buchanan, Outagamie County |
| Completion Date | June, 2018 |

| Project | Village of Hortonville Comprehensive Plan Update 2035 |
| Community | Village of Hortonville, Wisconsin |
| Completion Date | April, 2014 |

Note: Information regarding current and past planning projects is contained on East Central’s website ([www.ecwrpc.org](http://www.ecwrpc.org)). A more specific list of recent plans that were developed and published in recent years can be found at [http://www.ecwrpc.org/documents/](http://www.ecwrpc.org/documents/).
APPENDIX B:
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION
SHORTFORM FOR LOCALLY FUNDED CONTRACTS
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I. Scope of Services

1. The services under this CONTRACT shall consist of performing all work necessary or incidental to accomplish this PROJECT as defined in Appendix A.
2. The COMMISSION shall furnish all services and labor necessary to conduct and complete the services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated to be furnished by the TOWN.
3. The services shall comply with applicable state and federal laws and regulations consistent with the funding for this PROJECT.
4. The COMMISSION shall from time to time during the progress of the services confer with the TOWN and shall prepare and present such information, studies, and reports as may be necessary or as may be requested by the TOWN to enable it to reasonably pass judgment on the features of the services. The COMMISSION shall make such changes, amendments, or revisions in the detail of the services as may be required by the TOWN. The COMMISSION is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by TOWN required changes in the detail of the services.
5. Meetings may be scheduled at the request of the COMMISSION or the TOWN for the purpose of discussing and reviewing the services under this CONTRACT. Meeting schedules are to be coordinated with the COMMISSION Representative.

II. Prosecution and Progress

A. General

1. Services under this CONTRACT shall commence upon written order from the TOWN to the COMMISSION, which order will constitute authorization to proceed.
2. The COMMISSION shall complete the services under this CONTRACT within the time for completion specified. Services by the COMMISSION shall proceed continuously and expeditiously. The time for completion shall not be extended because of any delay attributable to the COMMISSION but may be extended by the COMMISSION in the event of a delay attributable to the TOWN or because of unavoidable delays caused by an act of God, war, governmental actions or other conditions beyond the control of the COMMISSION.
3. The COMMISSION shall notify the TOWN in writing when the services have been completed. Upon the TOWN's subsequent determination that the services have satisfactorily been completed, the TOWN will provide written notification to the COMMISSION acknowledging the formal acceptance of the completed services.

B. Delays and Extensions

1. Delays in completing the services within the time provided for completion for reasons not attributable to the COMMISSION may constitute justification for additional compensation to the extent of documentable increases in costs as a result thereof. Failure of the COMMISSION to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time shall constitute a basis for denying any cost adjustments for reasons of delay.
2. Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of the CONTRACT by the other party.

3. A request for extension of the CONTRACT by the COMMISSION must be submitted to the TOWN prior to March 31, 2020, which is 60 days before the original CONTRACT completion date of May 31, 2018.

4. Time is of the essence with regard to the delivery of all services under this CONTRACT.

C. **Termination**

1. The COMMISSION reserves the right to terminate all or part of this CONTRACT at any time upon not less than ten days’ written notice to the TOWN.

2. In the event the CONTRACT is terminated by the TOWN without fault on the part of the COMMISSION, or by the COMMISSION under II.B(2) above, the COMMISSION shall be paid for the services rendered, an amount bearing the same ratio to the total CONTRACT prices as the amount of services completed or partially completed and delivered to the TOWN bears the total amount of services provided for herein, as determined by mutual agreement between the COMMISSION and the TOWN as the CONTRACT amendment.

3. In the event the services of the COMMISSION are terminated by the TOWN for fault on the part of the COMMISSION, the COMMISSION shall be paid a reasonable value of the services rendered and delivered to the TOWN up to the time of termination. The value of the services will be determined by the COMMISSION.

D. **Subletting or Assignment of Contract**

1. The COMMISSION shall not sublet or assign any part of this CONTRACT without prior written approval of the TOWN unless previously authorized as part of the approved scope of services contained in Appendix A.

2. When the COMMISSION is authorized to sublet or assign a portion of the services, the COMMISSION shall perform services amounting to at least one-half of the original CONTRACT amount.

3. Consent to assign, sublet, or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the COMMISSION of any responsibility for the fulfillment of the CONTRACT.

4. When the COMMISSION subcontracts a portion of the services, the subcontract shall provide for the performance of the services to the full scope as contemplated in this CONTRACT and to the same standards and concept as if performed by the COMMISSION.

5. No subcontracting and assignment of any services under this CONTRACT shall state, imply, intend, or be construed to limit the legal liability of the COMMISSION.
III. Basis of Payment

1. The COMMISSION will be paid by the TOWN for the completed and approved services rendered under this CONTRACT on the basis and at the CONTRACT price set forth elsewhere in this CONTRACT. Such payment shall be full compensation for services rendered and for all labor, materials and supplies, equipment, and incidentals necessary to complete the services. Compensation in excess of the total CONTRACT amount will not be allowed unless justified and authorized by an approved written CONTRACT amendment. Compensation for improper performance by the COMMISSION will not be allowed. No payment shall be construed as TOWN acceptance of unsatisfactory or defective services or improper materials.

2. Reimbursement for costs will be limited to those which are allowable by COMMISSION policy.

3. The COMMISSION shall submit invoices in the format specified in the CONTRACT AGREEMENT during the progress of the services, for partial payment for the authorized services completed to date based on the following schedule:

   - Payment #1 ($5,000) – Invoiced by May 31, 2019 / Payment made by June 30, 2019
   - Payment #2 ($5,000) – Invoiced by October 31, 2019 / Payment made by November 30, 2019
   - Payment #3 ($5,000) – Invoiced by May 31, 2020 / Payment made by June 30, 2020

4. The final invoice shall be submitted to the TOWN within 30 days of completion of the services. Final payment of any balance due the COMMISSION will be made within 30 days upon its verification by the TOWN, upon completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the TOWN. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.

5. The TOWN has the equitable right to set off against any sum due and payable to the COMMISSION under this CONTRACT, any amount the TOWN determines the COMMISSION owes the TOWN, whether arising under this CONTRACT or under any other CONTRACT or otherwise.

6. If, in the COMMISSION’s opinion, orders or instructions given by the TOWN would require the discarding or redoing of services which were based upon earlier direction or approvals, or instruction given by the TOWN would involve services not within the scope of services, the COMMISSION must notify the TOWN in writing if it desired extra compensation or a time extension. The TOWN will review the COMMISSION’s submittal and if acceptable, approve a CONTRACT amendment.

7. Schedule for payment:

8. All invoices are payable by the TOWN within thirty (30) days, unless otherwise negotiated.

9. The COMMISSION shall submit a Financial Report using the format provided by the COMMISSION for each invoice submitted by the COMMISSION for
payment.

a. Letterhead expressing the balance due
b. Invoice
c. Progress Report: Summary of services provided and progress through the projected timeline.

10. All invoices for payment shall be submitted to:

Cathy Winters, Clerk
W7991 Dike Road
Fond du Lac, WI  54937
Phone: (920) 872-0800
Email: clerk.eldorado@gmail.com

IV. Miscellaneous Provisions

A. Ownership of Documents

1. All materials, guides, written instructions, plans, documents, correspondence, forms, computer files, databases, electronic mail messages, work product, or other information of any type created by the COMMISSION under this CONTRACT are works created for hire and are the property of the COMMISSION AND THE TOWN unless specifically identified as material or data that is proprietary in nature. All project documents provided to the TOWN by the COMMISSION or by any third party which pertains to this CONTRACT are property of the TOWN AND THE COMMISSION.

2. Upon demand by the TOWN, all project documents (excluding information that may be proprietary in nature) shall be delivered to the TOWN. Project documents may be used without restriction by the TOWN AND THE COMMISSION for any purpose. Any such use shall be without compensation or liability to the COMMISSION. The TOWN AND THE COMMISSION have all rights to copyright or otherwise protect the project documents which are the property of the TOWN AND THE COMMISSION.

V. Contingent Fees

1. The COMMISSION warrants that it has not employed or retained any company or person (other than identified in Appendix A, Scope of Services) other than a bona fide employee working solely for the COMMISSION, to solicit or secure this CONTRACT, and that the COMMISSION has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the COMMISSION, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty the TOWN shall have the right to terminate this CONTRACT without liability, or in its discretion to deduct from the agreement price or consideration, otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
VI. Legal Relations

1. The COMMISSION shall become familiar with, and shall at all times observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.

2. In carrying out the provisions of this CONTRACT, or in exercising any power or authority granted to the COMMISSION, there shall be no personal liability upon the authorized representatives of the COMMISSION, it being understood that in such matters they act as agents and representatives of the agency.

3. The COMMISSION shall be responsible for any and all damages to property or persons arising out of negligent act, error and/or omission in the COMMISSION’s performance of the services under this CONTRACT.

4. The COMMISSION shall indemnify and hold harmless the TOWN and all of their officers, agendas, and employees on account of any damages to persons or property resulting from negligence of the COMMISSION or for noncompliance with any applicable federal, state, or local laws.

VII. Nondiscrimination in Employment

1. In connection with the performance of services under this CONTRACT, the COMMISSION agrees not to discriminate against any employee or applicant for employment because of age, race, handicap, sex, physical condition, development disability as defined in sec. 51.01(5) Wis. Stats., sexual orientation as defined in sec. 111.32(13m) Wis. Stats., or national origin. This provision includes, but is not limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training including apprenticeship.

2. Except with respect to sexual orientation, the COMMISSION agrees to take affirmative action to ensure equal employment opportunities. The COMMISSION agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of the nondiscrimination clause.

VIII. Equal Employment Opportunity

1. The COMMISSION will, in all solicitations or advertisements for employees placed by or on behalf of the COMMISSION, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

2. The COMMISSION and TOWN assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The COMMISSION and TOWN further assure every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.
The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contracts, whether such programs and activities are federal assisted or not (Public Law 100-259 [S.557] March 22, 1988.).

In the event that COMMISSION distributes federal aid funds to an additional sub-contractor, the COMMISSION will include Title VI language in all written agreements and will monitor the additional sub-contractor for compliance. The COMMISSION has an authorized Title VI Coordinator with the authority and responsibility for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

3. The COMMISSION will comply with all provisions of Executive Order 11246, “Equal Opportunity” as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR Part 60).

4. The COMMISSION will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the COMMISSION for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5. The COMMISSION will include the provisions of this section, “Equal Employment Opportunity” in every subcontract.

IX. Errors and Omissions

1. The COMMISSION shall be responsible for the accuracy of the services performed under this CONTRACT, and shall promptly make necessary revisions or corrections to its services resulting from its negligent acts, its errors or its omissions without additional compensation. The COMMISSION shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT. The COMMISSION shall be responsible to the TOWN for any losses to or costs to repair or remedy as a result of the COMMISSION’s negligent acts, errors, or omissions.

2. COMMISSION warrants that the services to be provided under this CONTRACT will be executed in a workmanlike manner, consistent with professional standards of comparable work in this field.

X. Conflict of Interest

1. The COMMISSION warrants that neither it nor any of its affiliates has any financial or personal interest that would conflict in any manner with the performance of the Services under this CONTRACT, and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.

2. The COMMISSION warrants that it will not employ for any services included under the provisions of this CONTRACT any person who is employed by the TOWN at the time of execution or during the life of this contract without prior written approval from the TOWN.
3. The COMMISSION warrants that it will immediately notify the TOWN if an actual or potential conflict of interest arises or becomes known to the COMMISSION. Upon receipt of such notification, the TOWN will review and written approval is required for the COMMISSION to continue to perform work under this CONTRACT.

XI. Certification Regarding Debarment

1. The COMMISSION certifies (by entering into this CONTRACT) that it and its principals (1) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not been convicted of or had a civil judgment rendered against them within the previous three years; (3) are not indicted or otherwise criminally or civilly charged by a government entity; and (4) have not had one or more public transactions terminated for cause or default within the previous three years.

2. The COMMISSION agrees that it will not knowingly enter into any transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction unless authorized by the TOWN.

XII. Insurance Requirements

1. The COMMISSION shall procure and maintain for the life of the CONTRACT the following types and amounts of insurance from an insurance company(ies) authorized to do business in the State of Wisconsin.
   - Comprehensive General Liability - $1,000,000 combined single limits per occurrence.
   - Auto Liability - $300,000 combined single limits per occurrence.
   - Worker’s Compensation – coverage satisfying statutory provisions of Chapter 102, Wis. Stats.; not less than $100,000 employer’s liability.

XIII. Certification Regarding Lobbying

1. The COMMISSION certifies (by entering into this CONTRACT) that no federal appropriated funds have been paid or will be paid, by or on behalf of the COMMISSION, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
XIV. Disadvantaged Business Utilization

1. The COMMISSION agrees to ensure that Disadvantaged Business as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of any subcontracts finances in whole or in part with federal funds provided under this agreement. In this regard, COMMISSION shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Businesses have the maximum opportunity to compete for and perform subcontracts. The COMMISSION shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision constitutes a breach of contract and may result in termination of the CONTRACT by the TOWN or other such remedy as the TOWN deems appropriate.

2. The COMMISSION shall identify by name, the disadvantaged business whose utilization is intended to satisfy this provision, the items of services involved, and the dollar amounts of such items of service.

3. The COMMISSION shall maintain records and document its performance under this item.
PROPOSED RESOLUTION NO. 02-19

AUTHORIZING THE COMMISSION TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF NORTH FOND DU LAC, FOND DU LAC COUNTY, FOR THE PREPARATION OF A COMPREHENSIVE PLAN UPDATE

WHEREAS, the Village of North Fond du Lac, Fond du Lac County, Wisconsin desires to enter into an agreement with the Commission to render certain technical planning services in the preparation of a Comprehensive Plan Update; and

WHEREAS, the Commission has the statutory authority to enter into such agreements; and

WHEREAS, the Village is part of Fond du Lac County which is a member of the Commission in good standing; and

WHEREAS, the attached Scope of Services and Contract documents are made part of this Resolution, now therefore,

BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION:

SECTION 1. That the Commission will perform the services enumerated in the attached Scope of Services for the consideration set forth under its Local Assistance Program.

SECTION 2. That the Commission is authorized to enter into the necessary agreements to carry out such services.

Effective Date: January 25, 2019
Submitted By: Regional Comprehensive Plan Committee
Prepared By: Kathleen Thunes, P.E. – Principal Planner

Merlin Gentz - Calumet Co.           Kevin Sturn - Outagamie Co.


Steve Cummings – Winnebago Co.     Rick Jaeckels – Calumet Co.

James Lowey – Menominee Co.
East Central Wisconsin Regional Planning Commission

Scope of Work & Contract for Services to the Village of North Fond du Lac, Wisconsin for:

Preparation of Year 2040 Comprehensive Plan Update

November 29, 2018
November 29, 2018

Mr. Nick Leonard
Village Administrator
Village of North Fond du Lac
16 Garfield Street
North Fond du Lac, WI 54937

SUBJECT: REVISED Contract and Scope of Services for the Preparation of an update to the Village of North Fond du Lac’s Comprehensive Plan

Thank you for meeting with me to discuss this important project for the Village. Please find enclosed a revised scope of work and contract for the preparation of an update to the Village of North Fond du Lac’s Comprehensive Plan which would be undertaken by our staff. The cost estimate and payment schedule reflects our discussions and continues to include a discount on our actual price by using East Central’s county levy dollars which were assigned to provide technical assistance, as well as consideration of benefits that can be derived using our other regional programs.

If you have any questions concerning this proposal, or would like me to attend a future meeting of the Plan Commission or Village Board to discuss, please contact me at (920) 751-4770.

Sincerely,


Eric Fowle, AICP
Executive Director

Enclosure
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– Shortform for Locally Funded Contracts ................................................................. 14
CONTRACT BETWEEN

EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION (COMMISSION)
AND VILLAGE OF NORTH FOND DU LAC, WISCONSIN

FOR PROJECT NUMBER: 2437-19
COMPREHENSIVE PLAN UPDATE

This CONTRACT, made and entered into by and between East Central Wisconsin Regional Planning Commission (COMMISSION) and the Village of North Fond du Lac, Wisconsin (VILLAGE), to provide services described in detail herein and is for the purpose of:

Preparing and update to the existing Village of North Fond du Lac Comprehensive Plan with a time horizon of 2040.

The COMMISSION deems it advisable to engage the VILLAGE to provide certain services and has authority to contract for these services as permitted by its Bylaws. The COMMISSION will be compensated by the VILLAGE for services provided under this CONTRACT on the following cost basis:

a) An ACTUAL COST up to $18,000.00 to be paid in three (3) installments for work completed between January 1, 2019 and May 31, 2020 as outlined in the Scope of Services, Appendix A (see Appendix B, Section III, Item 3 for a complete payment schedule).

b) The final invoice will be submitted once the final services and materials have been submitted to the VILLAGE and both parties are in agreement that the final products have been completed.

The COMMISSION represents it is in compliance with the laws and regulations relating to its profession and signifies its willingness to provide the desired services.

The VILLAGE Representative and billing contact is Nick Leonard, Village Administrator for the Village of North Fond du Lac whose work address/e-mail address and telephone number is:

Nick Leonard, Village Administrator
Village of North Fond du Lac
16 Garfield Street
North Fond du Lac, WI  54937
Phone:  920-929-3765
Email: administrator@nfdl.org
The COMMISSION Representative is Tom Baron, whose work address/e-mail address and telephone number is:

East Central Wisconsin Regional Planning Commission
400 Ahnaip Street, Suite 100
Menasha, WI 54952
Phone: 920.751.4770 ext. 6818
E-mail: TBaron@ecwrpc.org

The parties agree to all of the provisions which are annexed and made a part of the CONTRACT consisting of twenty-four (24) pages including cover sheets, Appendix A (Scope of Services) and Appendix B (East Central’s Shortform for Locally Funded Contracts).

For the VILLAGE OF NORTH FOND DU LAC For the COMMISSION

By: ________________________________________________________________________ By:___________________________
Mike Streetar, Village President
Village of North Fond du Lac

Date: ____________________________ Date: ____________________________

By: ________________________________
Eric Fowle, AICP
Executive Director

Date: ____________________________
APPENDIX A: SCOPE OF SERVICES FOR
PROJECT NUMBER: 2437-19
Scope of Services

Village of North Fond du Lac Year 2040 Comprehensive Plan Update

Overview

This scope of services document outlines the tasks, activities, products, timelines, and costs for completing an update of the Village of North Fond du Lac's Comprehensive Plan in accordance with Wisconsin State Statutes 66.1001.

Planning Approach

East Central’s approach to comprehensive planning is focused on developing an appropriate vision for the future that is created by the community. We firmly believe that a high level of citizen engagement early on in the planning process will benefit not only the quality of the plan that is created, but will also ease the tensions that typically come into play at the end of many public processes (11th hour arguments and misinformation run amok). The reason for this is that the end result of the process – the plan itself – is something that is developed by the community through a process which facilitates ‘ownership’ of the plan.

We accomplish this using a consistent and simple engagement process. First, an update of all factual information contained within the existing Village of North Fond du Lac's Comprehensive Plan is completed. This information is then shared with community leaders and the general public in order to identify and explore critical issues, trends and opportunities associated with expected changes in the community. Lastly, we ensure that the final, updated comprehensive plan and land use plan map are well-connected to these short and long term desires, and that appropriate steps are provided as a guide for how to achieve the vision.

Public participation and engagement is generally sought in two basic forms:

1) Traditional, yet well publicized meeting notices and public comment opportunities (newsletters, press releases, flyers/posters, web postings etc.). Additionally, public comment opportunities are provided at each regular Plan Commission meeting during the process. This includes a final, formal public hearing at the end of the process. East Central staff will assist the Village in reviewing and modifying any components of the established Citizen Participation Plan document prior to initiating this public process.

2) Through the development of simple (5 to 6 question) on-line Survey Monkey public input device which will provide direction for community and neighborhood level physical improvements and changes that may be required to meet the established land use vision.

On-Line Public Survey

The Village’s proximity to the Fond du Lac urbanized area, coupled with its location along the Interstate 41 corridor makes it attractive for future growth. With a projected increase of over 750 additional residents by 2040, the Village will need to gauge residents’ and elected/appointed
officials’ knowledge of the community with respect to existing and future land use and growth issues. As such East Central proposes that a

In summary, the visioning process should generate materials that will enhance the Village’s current comprehensive plan by adding several more layers of ‘depth’ to addressing current issues, including the application of specific planning and implementation concepts that were not included in the current plan.

Plan Commission Responsibilities

East Central will work with the Plan Commission as the primary body for discussion and decision-making throughout the process. While East Central’s staff will do what they can to ensure an efficient process, the Plan Commission will have a number of responsibilities as well, including:

- Timely review of background information and maps to not only concur with its conclusions, but also to point out corrections, errors, or other sources of information;
- Review of Community-wide survey results and a determination of priority issues to address in the plan;
- Evaluation of plan alternatives, goals, strategies and recommendations in order to formulate the best direction in moving forward on land use matters within the community;
- Review of final plan documents and establishing a supportive environment for instilling community dialogue and input on the plan.

Project Timeframe

The project would initiate on February 1, 2019 and would be completed over an 18 month period ending with delivery of the final documents by June 30, 2020 as shown in Figures 1 and 2 on the following pages.
### Figure 1 – Estimate Tasks & Timeframes, Village of North Fond du Lac Comprehensive Plan Update

<table>
<thead>
<tr>
<th>Phase</th>
<th>Timeframe (Approximate)</th>
<th>Description/Key Events</th>
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</thead>
</table>
| Organization                               | Feb-Mar., 2019           | • Creation & Adoption of Public Participation Plan  
                                       |                                           |   • Establishment of Comprehensive Plan Update Webpage  
                                       |                                           |   • Appoint Ad Hoc Members to Plan Commission  
                                       |                                           |   • Prepare Prelim. Demographic Info                                                                                                                   |
| Plan Kickoff Meeting & Visioning           | Mar-Apr., 2019           | • Kickoff Meeting with the Village Plan Commission  
                                       |                                           |   ▪ Present Prelim. Demographic Info  
                                       |                                           |   ▪ On-Line Public Survey                                                                                                                                   |
| Inventory/Analysis & Issue Identification/Vision & Goal Development | Jan. – Oct., 2019     | • Update inventory of the physical, social, and economic resources of the Village  
                                       |                                           |   • Development of background maps  
                                       |                                           |   • Meet with Village Plan Commission (3 times)  
                                       |                                           |   ▪ Review Survey results  
                                       |                                           |   ▪ Review plan element inventories  
                                       |                                           |   ▪ Identify and prioritize issues (needs) and opportunities  
                                       |                                           |   ▪ Develop Vision Statements & Plan Goals                                                                                                               |
| Plan Alternative, Strategies & Recommendations | Oct.-Nov., 2019       | • Develop Plan alternatives and draft strategies and recommendations  
                                       |                                           |   • Develop draft land use plan map  
                                       |                                           |   • Meet with Village Plan Commission to review draft alternatives and strategies and land use plan map                                                   |
| Plan Implementation                         | Jan – Feb., 2020         | • Develop final plan, strategies and recommendations  
                                       |                                           |   • Develop final future land use map  
                                       |                                           |   • Hold Intergovernmental Meeting & Public Informational Meeting  
                                       |                                           |   • Meet with Village Plan Commission to Approve Public Review                                                                                         |
| Plan Review, Public Hearing & Adoption     | April-May, 2020          | • Develop press release  
                                       |                                           |   • Publish 30 day public notice  
                                       |                                           |   • Hold Public Hearing / Village Plan Commission recommendation of comprehensive plan amendment  
                                       |                                           |   • Village Board adoption of plan update (amendment) by ordinance                                                                                     |
| Plan Printing & Distribution Activities    | June, 2020               | • Plan printing and delivery                                                                                                                                          |
Figure 2: Estimated Project Timeline and Invoicing Schedule

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<thead>
<tr>
<th>Task</th>
<th>Feb '19</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun ($)</th>
<th>July</th>
<th>Aug</th>
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<th>Nov ($)</th>
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<th>Feb '20</th>
<th>Mar</th>
<th>Apr</th>
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<td>Update Inventories/Demographics</td>
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<td>On-Line Public Survey</td>
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<td>Develop Vision Statements, Identify/Prioritize Issues &amp; Develop Preliminary Goals</td>
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<td>Plan Commission Working Session</td>
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<td>Develop Plan Alternatives &amp; Preliminary Strategies &amp; Recommendations</td>
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<td>Develop Final Plan, Strategies &amp; Recommendations, Future Land Use Map</td>
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<td>Hold Intergovernmental &amp; Public Informational Meeting</td>
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<td>Plan Commission (approve draft for public review)</td>
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<td>Village Board Approval</td>
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Note: $ symbol indicates project invoicing/payment period.
Contract Deliverables

Within 15 days of the approval of the final document by the Village Board, East Central will produce and deliver the following materials in order to satisfy the contract:

1) 10 USB data drives containing a full Adobe Acrobat (.pdf) version of the plan document with maps and a version with maps separated out.
2) 1 full set of display-size (24”x36”) maps utilized in the plan document.

Printed copies of the above materials can be produced in excess of what is noted above and a separate cost estimate can be provided if requested by the Village.

Cost Estimate, Method of Payment

The following estimate of costs has been prepared to complete the entire project as proposed and includes all labor, materials and travel cost. Any changes in the scope of services provided herein can be considered by the Village at their request at any time during the planning process. A separate estimate shall be prepared and approved by both parties prior to alteration of the tasks set forth herein.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Update of Inventories/Demographics</td>
<td>$ 5,500.00</td>
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<tr>
<td>GIS Mapping</td>
<td>$ 3,000.00</td>
</tr>
<tr>
<td>On Line Public Survey</td>
<td>$ 1,750.00</td>
</tr>
<tr>
<td>Plan Commission Meetings/Preparation</td>
<td>$ 3,000.00</td>
</tr>
<tr>
<td>Plan Generation/Alternative Development</td>
<td>$ 3,000.00</td>
</tr>
<tr>
<td>Final Plan Writing &amp; Recommendations</td>
<td>$ 3,000.00</td>
</tr>
<tr>
<td>Digital Plan Copies / Hardcopy Map Set</td>
<td>$500.00</td>
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<tr>
<td>Program and Technical Assistance Credit due to County Membership</td>
<td>($1,750.00)</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

East Central will invoice the Village in three separate installments (two of $6,000 during calendar year 2019, and the remaining $6,000 during 2020) as indicated by the ($) in the ‘months’ shown in Figure 2: Project Timeline and Invoicing Schedule. Each invoice shall be accompanied by a short report of major tasks completed during each period.

A short “mid-course review” meeting will be held with Village staff in/near September, 2019 to evaluate progress on the project, any project changes and potential cost modifications, if needed.

Project Staffing

At a minimum, the following East Central staff will have some level of involvement in the project as described:

- Eric Fowle, AICP – Executive Director
- Tom Baron - Principal Planner (Project Lead)
- Kolin Erickson – Associate Transportation Planner
- Tanner Russell – GIS Specialist
Information Required from the Village and Other Responsibilities

The Village will provide East Central with a copy of its current Citizen Participation Plan document and adopt the updated version prior to the initiation of the public process.

The Village of North Fond du Lac shall also assume all costs and responsibilities for providing meeting/event space, refreshments, preparing and distributing meeting notices, publishing hearing notices, preparation of committee meeting minutes, printing and mailing of meeting materials generated by East Central, and various other tasks which serve to relay information about the project from East Central to the Village's elected officials or residents.

The Village of North Fond du Lac is responsible for mailing copies of the adopted comprehensive plan, as required by Wisconsin State Statutes 66.1001.

Continuing Planning Assistance

As continued member of the East Central Wisconsin Regional Planning Commission by virtue of Fond du Lac County, the Village of North Fond du Lac is entitled to receive continuing planning and support services subject to its overall capacity, to implement this plan, once completed.

Experience and References

East Central has been in existence since 1972 and its organization has been involved in numerous planning and development related issues through both programmatic and contractual work. Its current staff of 23 professionals has an impressive average employment of over 11 years each. When working with communities on contract projects, these are some of the beneficial reasons that are given regarding our services:

1) Our overall cost and our ability to subsidize some costs for prior work done through Commission related programs. This includes our ability to fund some project related expenses, add-ons, or plan enhancements directly through one of our regional programs;

2) Ability to bring regional context and additional knowledge to local planning projects/issues using our staffing resources from program areas associated with our Metropolitan Planning Organization (MPO), Economic Development District (EDD), or Water Quality Management Planning (WQMP) responsibilities at the State and Federal level, and staff’s involvement with organizations such as Fox Cities Greenways, the Niagara Escarpment Resource Network and the Fox-Wisconsin Heritage Parkway, to name just a few.

3) Staff knowledge of, and positive relationships with, Federal and State agencies, County departments, and non-profit organizations and their programs and policies which have resulted from years of communication and cultivation;

4) Familiarity and experience! East Central staff has been involved with many urban and rural planning projects and issues during its 45 year history. Its current Director has been employed by the Commission for over 20 years and its Transportation Director for over 25 years. Our 22 staff bring vast amounts of knowledge and familiarity with various planning issues facing the region’s communities, as well as the regional context(s) under which the issues have developed.
5) Objectivity. By its very nature, the Commission addresses all planning issues and projects in a manner that is comprehensive and includes examination of all sides of an issue prior to engaging in, or providing direction on, a land use related decision. The Commission also has an excellent track record for bringing communities together to make important decisions in a coordinated manner.

Below is information on recent and ongoing contract projects that were engaged by communities who desired to have East Central lead the public planning process. More information and materials associated with these projects can be viewed at their respective websites.

Although each community and its plan are unique and varied, we would encourage you to make contact with these entities if you have any questions about our general abilities.

**Project:** Town of Byron Year 2040 Comprehensive Plan Update  
**Community:** Village of Byron, Fond du Lac County  
**Completion Date:** June, 2017  

**Project:** Town of Buchanan Year 2040 Comprehensive Plan Update  
**Community:** Town of Buchanan, Fond du Lac County  
**Completion Date:** June, 2018  

**Project:** Village of Hortonville Comprehensive Plan Update 2035  
**Community:** Village of Hortonville, Wisconsin  
**Completion Date:** April, 2014  
**Sample Work:** [https://www.hortonvillewi.org/draft-comprehensive-plan-update/](https://www.hortonvillewi.org/draft-comprehensive-plan-update/)

Note: Information regarding current and past planning projects is contained on East Central’s website ([www.ecwrpc.org](http://www.ecwrpc.org)). A more specific list of recent plans that were developed and published in recent years can be found at [http://www.ecwrpc.org/documents/](http://www.ecwrpc.org/documents/).
APPENDIX B:
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION
SHORTFORM FOR LOCALLY FUNDED CONTRACTS
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I. **Scope of Services**

1. The services under this CONTRACT shall consist of performing all work necessary or incidental to accomplish this PROJECT as defined in Appendix A.
2. The COMMISSION shall furnish all services and labor necessary to conduct and complete the services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated to be furnished by the VILLAGE.
3. The services shall comply with applicable state and federal laws and regulations consistent with the funding for this PROJECT.
4. The COMMISSION shall from time to time during the progress of the services confer with the VILLAGE and shall prepare and present such information, studies, and reports as may be necessary or as may be requested by the VILLAGE to enable it to reasonably pass judgment on the features of the services. The COMMISSION shall make such changes, amendments, or revisions in the detail of the services as may be required by the VILLAGE. The COMMISSION is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by VILLAGE required changes in the detail of the services.
5. Meetings may be scheduled at the request of the COMMISSION or the VILLAGE for the purpose of discussing and reviewing the services under this CONTRACT. Meeting schedules are to be coordinated with the COMMISSION Representative.

II. **Prosecution and Progress**

A. **General**

1. Services under this CONTRACT shall commence upon written order from the VILLAGE to the COMMISSION, which order will constitute authorization to proceed.
2. The COMMISSION shall complete the services under this CONTRACT within the time for completion specified. Services by the COMMISSION shall proceed continuously and expeditiously. The time for completion shall not be extended because of any delay attributable to the COMMISSION but may be extended by the COMMISSION in the event of a delay attributable to the VILLAGE or because of unavoidable delays caused by an act of God, war, governmental actions or other conditions beyond the control of the COMMISSION.
3. The COMMISSION shall notify the VILLAGE in writing when the services have been completed. Upon the VILLAGES’s subsequent determination that the services have satisfactorily been completed, the VILLAGE will provide written notification to the COMMISSION acknowledging the formal acceptance of the completed services.

B. **Delays and Extensions**

1. Delays in completing the services within the time provided for completion for reasons not attributable to the COMMISSION may constitute justification for additional compensation to the extent of documentable increases in costs as a result thereof. Failure of the COMMISSION to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time shall constitute a basis for denying any cost adjustments for reasons of delay.
2. Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of the CONTRACT by the other party.

3. A request for extension of the CONTRACT by the COMMISSION must be submitted to the VILLAGE prior to **March 31, 2020**, which is 60 days before the original CONTRACT completion date of **May 31, 2018**.

4. Time is of the essence with regard to the delivery of all services under this CONTRACT.

**C. Termination**

1. The COMMISSION reserves the right to terminate all or part of this CONTRACT at any time upon not less than ten days’ written notice to the VILLAGE.

2. In the event the CONTRACT is terminated by the VILLAGE without fault on the part of the COMMISSION, or by the COMMISSION under II.B(2) above, the COMMISSION shall be paid for the services rendered, an amount bearing the same ratio to the total CONTRACT prices as the amount of services completed or partially completed and delivered to the VILLAGE bears the total amount of services provided for herein, as determined by mutual agreement between the COMMISSION and the VILLAGE as the CONTRACT amendment.

3. In the event the services of the COMMISSION are terminated by the VILLAGE for fault on the part of the COMMISSION, the COMMISSION shall be paid a reasonable value of the services rendered and delivered to the VILLAGE up to the time of termination. The value of the services will be determined by the COMMISSION.

**D. Subletting or Assignment of Contract**

1. The COMMISSION shall not sublet or assign any part of this CONTRACT without prior written approval of the VILLAGE unless previously authorized as part of the approved scope of services contained in Appendix A.

2. When the COMMISSION is authorized to sublet or assign a portion of the services, the COMMISSION shall perform services amounting to at least one-half of the original CONTRACT amount.

3. Consent to assign, sublet, or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the COMMISSION of any responsibility for the fulfillment of the CONTRACT.

4. When the COMMISSION subcontracts a portion of the services, the subcontract shall provide for the performance of the services to the full scope as contemplated in this CONTRACT and to the same standards and concept as if performed by the COMMISSION.

5. No subcontracting and assignment of any services under this CONTRACT shall state, imply, intend, or be construed to limit the legal liability of the COMMISSION.
III. Basis of Payment

1. The COMMISSION will be paid by the VILLAGE for the completed and approved services rendered under this CONTRACT on the basis and at the CONTRACT price set forth elsewhere in this CONTRACT. Such payment shall be full compensation for services rendered and for all labor, materials and supplies, equipment, and incidentals necessary to complete the services. Compensation in excess of the total CONTRACT amount will not be allowed unless justified and authorized by an approved written CONTRACT amendment. Compensation for improper performance by the COMMISSION will not be allowed. No payment shall be construed as VILLAGE acceptance of unsatisfactory or defective services or improper materials.

2. Reimbursement for costs will be limited to those which are allowable by COMMISSION policy.

3. The COMMISSION shall submit invoices in the format specified in the CONTRACT AGREEMENT during the progress of the services, for partial payment for the authorized services completed to date based on the following schedule:

   - Payment #1 ($6,000) – Invoiced by June 30, 2019 / Payment made by July 30, 2019
   - Payment #2 ($6,000) – Invoiced by November 30, 2019 / Payment made by December 30, 2019
   - Payment #3 ($6,000) – Invoiced by June 30, 2020 / Payment made by July 30, 2020

4. The final invoice shall be submitted to the VILLAGE within 30 days of completion of the services. Final payment of any balance due the COMMISSION will be made within 30 days upon its verification by the VILLAGE, upon completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the VILLAGE. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.

5. The VILLAGE has the equitable right to set off against any sum due and payable to the COMMISSION under this CONTRACT, any amount the VILLAGE determines the COMMISSION owes the VILLAGE, whether arising under this CONTRACT or under any other CONTRACT or otherwise.

6. If, in the COMMISSION’s opinion, orders or instructions given by the VILLAGE would require the discarding or redoing of services which were based upon earlier direction or approvals, or instruction given by the VILLAGE would involve services not within the scope of services, the COMMISSION must notify the VILLAGE in writing if it desired extra compensation or a time extension. The VILLAGE will review the COMMISSION’s submittal and if acceptable, approve a CONTRACT amendment.

7. Schedule for payment:

8. All invoices are payable by the VILLAGE within thirty (30) days, unless otherwise negotiated.

9. The COMMISSION shall submit a Financial Report using the format provided by the COMMISSION for each invoice submitted by the COMMISSION for payment.
a. Letterhead expressing the balance due
b. Invoice
c. Progress Report: Summary of services provided and progress through the projected timeline.

10. All invoices for payment shall be submitted to:

Nick Leonard, Village Administrator
Village of North Fond du Lac
16 Garfield Street
North Fond du Lac, WI  54937
Phone:  920-929-3765
Email: administrator@nfdl.org

IV. Miscellaneous Provisions

A. Ownership of Documents
1. All materials, guides, written instructions, plans, documents, correspondence, forms, computer files, databases, electronic mail messages, work product, or other information of any type created by the COMMISSION under this CONTRACT are works created for hire and are the property of the COMMISSION AND THE VILLAGE unless specifically identified as material or data that is proprietary in nature. All project documents provided to the VILLAGE by the COMMISSION or by any third party which pertains to this CONTRACT are property of the VILLAGE AND THE COMMISSION.
2. Upon demand by the VILLAGE, all project documents (excluding information that may be proprietary in nature) shall be delivered to the VILLAGE. Project documents may be used without restriction by the VILLAGE AND THE COMMISSION for any purpose. Any such use shall be without compensation or liability to the COMMISSION. The VILLAGE AND THE COMMISSION have all rights to copyright or otherwise protect the project documents which are the property of the VILLAGE AND THE COMMISSION.

V. Contingent Fees
1. The COMMISSION warrants that it has not employed or retained any company or person (other than identified in Appendix A, Scope of Services) other than a bona fide employee working solely for the COMMISSION, to solicit or secure this CONTRACT, and that the COMMISSION has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the COMMISSION, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty the VILLAGE shall have the right to terminate this CONTRACT without liability, or in its discretion to deduct from the agreement price or consideration, otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
VI. Legal Relations
1. The COMMISSION shall become familiar with, and shall at all times observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.
2. In carrying out the provisions of this CONTRACT, or in exercising any power or authority granted to the COMMISSION, there shall be no personal liability upon the authorized representatives of the COMMISSION, it being understood that in such matters they act as agents and representatives of the agency.
3. The COMMISSION shall be responsible for any and all damages to property or persons arising out of negligent act, error and/or omission in the COMMISSION’s performance of the services under this CONTRACT.
4. The COMMISSION shall indemnify and hold harmless the VILLAGE and all of their officers, agendas, and employees on account of any damages to persons or property resulting from negligence of the COMMISSION or for noncompliance with any applicable federal, state, or local laws.

VII. Nondiscrimination in Employment
1. In connection with the performance of services under this CONTRACT, the COMMISSION agrees not to discriminate against any employee or applicant for employment because of age, race, handicap, sex, physical condition, development disability as defined in sec. 51.01(5) Wis. Stats., sexual orientation as defined in sec. 111.32(13m) Wis. Stats., or national origin. This provision includes, but is not limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training including apprenticeship.
2. Except with respect to sexual orientation, the COMMISSION agrees to take affirmative action to ensure equal employment opportunities. The COMMISSION agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of the nondiscrimination clause.

VIII. Equal Employment Opportunity
1. The COMMISSION will, in all solicitations or advertisements for employees placed by or on behalf of the COMMISSION, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
2. The COMMISSION and VILLAGE assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The COMMISSION and VILLAGE further assure every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not. The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contracts, whether such programs and activities are federal assisted or not (Public Law 100259 [S.557] March 22, 1988.).
3. In the event that COMMISSION distributes federal aid funds to an additional sub-contractor, the COMMISSION will include Title VI language in all written agreements and will monitor the additional sub-contractor for compliance. The COMMISSION has an authorized Title VI Coordinator with the authority and responsibility for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

4. The COMMISSION will comply with all provisions of Executive Order 11246, “Equal Opportunity” as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR Part 60).

5. The COMMISSION will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the COMMISSION for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. The COMMISSION will include the provisions of this section, “Equal Employment Opportunity” in every subcontract.

IX. Errors and Omissions

1. The COMMISSION shall be responsible for the accuracy of the services performed under this CONTRACT, and shall promptly make necessary revisions or corrections to its services resulting from its negligent acts, its errors or its omissions without additional compensation. The COMMISSION shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT. The COMMISSION shall be responsible to the VILLAGE for any losses to or costs to repair or remedy as a result of the COMMISSION’s negligent acts, errors, or omissions.

2. COMMISSION warrants that the services to be provided under this CONTRACT will be executed in a workmanlike manner, consistent with professional standards of comparable work in this field.

X. Conflict of Interest

1. The COMMISSION warrants that neither it nor any of its affiliates has any financial or personal interest that would conflict in any manner with the performance of the Services under this CONTRACT, and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.

2. The COMMISSION warrants that it will not employ for any services included under the provisions of this CONTRACT any person who is employed by the VILLAGE at the time of execution or during the life of this contract without prior written approval from the VILLAGE.

3. The COMMISSION warrants that it will immediately notify the VILLAGE if an actual or potential conflict of interest arises or becomes known to the COMMISSION. Upon receipt of such notification, the VILLAGE will review and written approval is required for the COMMISSION to continue to perform work under this CONTRACT.
XI. Certification Regarding Debarment

1. The COMMISSION certifies (by entering into this CONTRACT) that it and its principals (1) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not been convicted of or had a civil judgment rendered against them within the previous three years; (3) are not indicted or otherwise criminally or civilly charged by a government entity; and (4) have not had one or more public transactions terminated for cause or default within the previous three years.

2. The COMMISSION agrees that it will not knowingly enter into any transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction unless authorized by the VILLAGE.

XII. Insurance Requirements

1. The COMMISSION shall procure and maintain for the life of the CONTRACT the following types and amounts of insurance from an insurance company(ies) authorized to do business in the State of Wisconsin.
   - Comprehensive General Liability - $1,000,000 combined single limits per occurrence.
   - Auto Liability - $300,000 combined single limits per occurrence.
   - Worker’s Compensation – coverage satisfying statutory provisions of Chapter 102, Wis. Stats.; not less than $100,000 employer’s liability.

XIII. Certification Regarding Lobbying

1. The COMMISSION certifies (by entering into this CONTRACT) that no federal appropriated funds have been paid or will be paid, by or on behalf of the COMMISSION, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

XIV. Disadvantaged Business Utilization

1. The COMMISSION agrees to ensure that Disadvantaged Business as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of any subcontracts finances in whole or in part with federal funds provided under this agreement. In this regard, COMMISSION shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Businesses have the maximum opportunity to compete for and perform subcontracts. The COMMISSION shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision constitutes a breach of
contract and may result in termination of the CONTRACT by the VILLAGE or other such remedy as the VILLAGE deems appropriate.

2. The COMMISSION shall identify by name, the disadvantaged business whose utilization is intended to satisfy this provision, the items of services involved, and the dollar amounts of such items of service.

3. The COMMISSION shall maintain records and document its performance under this item.