

MEETING NOTICE

REGIONAL COMPREHENSIVE PLANNING COMMITTEE

COMMITTEE MEMBERS: Joe Moore – Fond du Lac Co. (Chairperson), *Merlin Gentz - Calumet Co. (Vice-Chairperson)*, *Kevin Sturn – 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, April 18, 2018
TIME: 10:00 a.m.
PLACE: East Central Wisconsin Regional Planning Commission,
400 Ahnaip Street, Suite 100, Menasha, WI 54952

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 January 17, 2018 Summary of Proceedings (**Attachment #1**)
- 6) Public/Guest Comment
- 7) Announcements/Informational Items
 - a) April Quarterly / Annual Commission Meeting – April 27, 2018 – 10:00 a.m. at Outagamie County Courthouse (Eric F.)
 - b) WEDC Community Development Investment Grant to City of Brillion (**Attachment #2**) (Eric F.)
 - c) Initiative 41 Update (**Attachment #3**) (Eric F.)
 - d) Report on Recent Legislation of Interest (Eric F.)
 - e) Other
- 8) **Special Presentation on UW-Oshkosh Sustainability Program** – Steve Dunn, Director, Center for Sustainable Enterprise Ph.D. Business Administration.

- over -

9) Action Items

- a) **RESOLUTION 15-18 AUTHORIZING THE COMMISSION TO ENTER INTO AN AGREEMENT WITH THE TOWN OF ALGOMA, WINNEBAGO COUNTY FOR THE PREPARATION OF A COMPREHENSIVE PLAN UPDATE (Attachment #4) (Eric F.)**

10) Program/Project Updates & Discussion

- a) Health & Planning Activities (Tom B.)
 - i) Healthy WI Leadership Institute
 - ii) Update on Regional Complete Streets Policy
- b) Neighborhood Partners 2 Gappers Network (Kathy T. / Eric F.)
 - i) April 12, 2018 Lunch 'N Learn
- c) Comprehensive Plan Updates (Kathy T. / Tom B. / Eric F.)
 - i) *V. Sherwood*
 - ii) *T. Buchanan*
 - iii) *C. Oshkosh*
 - iv) *C. Waupun*
 - v) *C. Clintonville*
 - vi) *V. Winneconne*
 - vii) *C. New Holstein*
 - viii) *T. Greenville*
 - ix) *T. Algoma*
 - x) *Potential Future Contracts*
- d) 2018 Technical Assistance Project Updates (Eric F.)
- e) Regional Comprehensive Plan Update Status (Eric F.)
- f) GIS & Technology Updates (Mike Z.)
 - i) 2018 WLIA Mapping Awards
 - ii) Comprehensive Plan Mapping Efficiencies

11) County Roundtable Discussion / Updates

12) Next Meeting

- a) Wednesday July 18, 2018

13) 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.

DRAFT - SUMMARY OF PROCEEDINGS

Regional Comprehensive Planning Committee
East Central Wisconsin Regional Planning Commission
10:00 a.m. – 440 Ahnaip Street, Suite 100, Menasha, WI
January 17, 2018

Committee Members Present

Steve Cummings Winnebago County
Kevin Sturn Outagamie County
Mike Thomas Outagamie County

Committee Members Excused

Joe Moore, Chair (Alternate for Leanne Lorrigan) Fond du Lac County
Merlin Gentz, Vice-Chair Calumet County

Staff Present

Eric Fowle ECWRPC Staff
Kathy Thunes ECWRPC Staff
Tom Baron ECWRPC Staff
Mike Zuege ECWRPC Staff

1. Welcome & Introductions

The meeting was called to order at 10:05 a.m. by Steve Cummings. Introductions were made.

2. Statement of Compliance with Open Meetings Law

Mr. Fowle stated 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. Sturn and seconded by Mr. Thomas to approve the agenda without changes. Motion passed unanimously.

5. Approval of October 11, 2017 Summary of Proceedings

A motion was made by Mr. Sturn and seconded by Mr. Thomas to approve the October 11, 2017 summary of proceedings as presented. Motion passed.

6. Public/Guest Comment

None

7. Announcements/Informational Items

a) Staffing Updates

Mr. Fowle mentioned the following three Staffing changes:

- Tyler DeBruin was hired as a Safe Routes to School (SRTS) Planner. Tyler was working for the Commission as a GIS Assistant;
- Tanner Russell was hired as a GIS Assistant; and
- Tom Baron was promoted to Principal Planner

b) January 26, 2018 Quarterly Commission Meeting

Mr. Fowle stated that the January 26, 2018 Commission meeting will tentatively be held someplace in Oshkosh; a location is yet to be determined. An agenda will be emailed today. Mr. Thomas asked that Mr. Fowle provide an update to the full Commission on the capacity of staff to meet technical assistance requests. Mr. Fowle stated the only two technical assistance requests were denied, one was for a community outside of the region and the other was for a community with multiple requests.

c) Initiative 41 Update

Mr. Fowle gave an overview of the Initiative 41 Update. He said that the project is winding down in 2018 and that a fourth working advisory committee meeting was held in December, 2018 for the development of the corridor strategy. At this meeting the consultant shared a few of the strategies they are working on, among these were: target industry validation (what should the corridor focused on) and identifying regional strengths. The consultant will be providing a list of regional target clusters and preliminary strategies, unifying principles and regional goals. A rollout event will be held on Wednesday, February 21st from 8:30 am to noon to provide people with a list of strategies that are being proposed and to build capacity for future work.

c) Proposed "Development Property" Legislation (AB770)

Mr. Fowle directed everyone's attention to Attachment #2. He mentioned that there is a wide variety of things being addressed under AB770 and wanted to make the Commissioner's aware of them. He highlighted stormwater; commenting that he's heard concerns from others regarding stormwater issues. Commissioner's highlighted other concerns that they have for current legislative proposals which address local rental control (AB771) and "dark stores".

g) Other

None

8) Action Items

a) Approval of the draft 2018 Work Program & Budget Elements

Mr. Fowle directed everyone's attention to Attachment #3 and briefly reviewed the following major work program elements:

- 1100: Planning for our Future
- 1700: Community Development & Affordable Housing
- 2000: Local Assistance & Contract Services
- 3000: GIS Mapping & Visualization Technology

Mr. Fowle stated that there were fewer carryover projects this year. A motion was made by Mr. Thomas to approve the draft 2018 Work Program & Budget Elements 1100, 1700, 2000 and 3000. The motion was seconded by Mr. Sturn. Motion passed.

- b) Proposed Resolution 06-18: Support the American Planning Association’s “Promote Healthy Communities, Joint Call to Action.”

Mr. Baron asked Commissioners to support the American Planning Association’s “Promote Healthy Communities, Joint Call to Action” and directed everyone’s attention to Attachment #4. He said that a number of national organizations including the American Institute of Architects, American Planning Association, American Public Health Association, American Society of Civil Engineers, American Society of Landscape Architects, National Recreation and Park Association, U.S. Green Building Council and Urban Land Institute have come together and are asking their membership to facilitate the creation of healthier environments and to make health a primary consideration in land use, design, and development practice. Mr. Thomas made a motion to approve resolution 06-18, Mr. Sturn seconded the motion. Motion passed.

- c) Proposed Resolution 07-18: Approving a Contract between the ECWRPC and the City of New Holstein for the Preparation of a Comprehensive Plan Update

Mr. Fowle asked Commissioner to approve Resolution 07-18: Approving a contract between the Commission and the City of New Holstein for the Preparation of a Comprehensive Plan Update. Mr. Sturn made a motion to approve resolution 07-18, Mr. Thomas seconded the motion. Motion passed.

- d) Proposed Resolution 08-18: Approving a Contract between the ECWRPC and the Village of Winneconne for the Preparation of a Comprehensive Plan Update

Mr. Fowle asked Commissioners to approve Resolution 08-18: Approving a contract between the Commission and the Village of Winneconne for the preparation of a comprehensive plan update. Mr. Thomas made a motion to approve resolution 08-18, Mr. Sturn seconded the motion. Motion passed.

- e) Proposed Resolution 09-18: Approving a Contract Between the ECWRPC and the Town of Greenville for the Preparation of a Comprehensive Plan Update

Mr. Fowle asked Commissioners to approve Resolution 09-18: Approving a contract between the Commission and the Town of Greenville for the preparation of a comprehensive plan update. Mr. Fowle stated that the intent of the contract was for Mr. Tebo, at the Town of Greenville to update the inventory and that the Commission would develop the bike/pedestrian plan. Since Mr. Tebo is no longer with the Town of Greenville, the Commission is being asked to develop the comprehensive plan and the Town will develop the bike/pedestrian plan. While the timing may change, the contract amount will

stay the same. Mr. Sturn made a motion to approve resolution 09-18, Mr. Thomas seconded the motion. Motion passed.

9) Program/Project Updates & Discussion

a) 2017 Technical Assistance Updates

i) City of New London Downtown/Riverfront Visioning Workshop

Mr. Fowle presented an overview of the visioning workshop which was done last fall. The City is looking to develop a mixed use library project in the downtown area. The Commission worked with Randy Stadtmueller from Stadtmueller & Associates and Andrew Dane from SEH on the visioning effort. Approximately 35 to 40 people provided input at the visioning workshop. Mr. Fowle provided an overview of the results and stated that the report is available on the Commission's website.

ii) Other

None

b) GIS & Technology Updates

i) Hortonville Online GIS Website Technical Assistance Update

Mr. Zuege provided a summary of the Hortonville Online GIS Website Technical Assistance project. He said that the Village of Hortonville contacted the Commission in late 2016 about the project. They wanted to be able to set up and edit sanitary sewer, stormwater and water maps for internal purposes. The Commission provided GIS training to the Village and created an interactive website that they will be able to access and maintain. This project was completed through a subsidized contract with the Village and it is the first request of its kind. Mr. Fowle was asked to prepare a sales sheet for this type of work so that other communities would have an idea of what it would cost.

c) Health & Planning Activities (Tom B.)

i) Healthy WI Leadership Institute

Mr. Baron reminded Commissioners that this is an ongoing 3 year program where the Commission is continuing to work with the Healthy WI Leadership Institute. Currently the Commission is coordinating the next site visit. As part of the site visit, staff from the Healthy WI Leadership Institute comes to our office. During this visit we go through a series of learning opportunities and share project updates. A benefit of this ongoing effort is that the Commission is able to work on projects we want to do.

APA/AHPA Planners4Health grant

Mr. Baron mentioned that this grant was completed last fall. However, we have a small contract with the Applied Population Lab that we are finishing up in February. Mr. Bianchina, an EC intern presented a Health in Planning Document that he compiled. Mr. Fowle said that he would finalize the document and distribute it to Commissioners at the quarterly meeting.

d) Regional Comprehensive Plan Update

Mr. Fowle said that we are realigning staff efforts and that Mr. Verboomen would be in charge of the effort. Currently some of the inventory components of various elements have been completed, however the entire initiative is somewhat behind. We are anticipating adopting the plan during the first or second quarter of 2019.

e) Neighborhood Partners 2 Gappers Network

Ms. Thunes provided an overview of the Neighborhood component of this effort. She stated that Neighborhood Partners 2 (NP2) is beginning a second series of educational sessions with identified neighborhoods. At the same time NP2 continues to work with and support neighborhoods that have completed the first educational series. This support includes not only mentoring but also quarterly educational opportunities with topics identified by neighborhood leaders.

Mr. Fowle provided an over of the Gappers Network stating that this effort parallels the I-41 corridor from Green Bay to Fond du Lac. Gappers are defined as those individuals who work in the “gap” between neighborhood leaders and public and private institutions (City, Village, Town, County or State government; churches; schools; nonprofits, etc.). The intent of this effort is to provide educational and networking opportunities and guidance for Gappers as they work with neighborhoods. Besides learning and networking opportunities, pilot teams of institutional members, who will partner with neighborhoods to solve a specific problem, will be formed.

f) Current Comprehensive Plan Update Contracts (Kathy T. / Tom B.)

Commissioners were directed to Attachment #8 which provided a summary of the current comprehensive plan contracts and are summarized below:

i) C. Neenah

Ms. Thunes stated that this contract was adopted by the Neenah City Council on December 20, 2017. Final plans are being prepared for printing and will be delivered shortly.

ii) C. Waupun

Ms. Thunes stated that this contract is progressing and that we are continuing to complete and present background chapters to the Plan Commission.

T. Buchanan

Ms. Thunes stated that the Commission is working with the community to complete the future land use map and projections. The next steps will be to host an intergovernmental meeting and prepare the plan for public review.

C. Oshkosh

Mr. Baron stated that the Commission is working with the community to complete the future land use map. The next steps will be to host an intergovernmental meeting and prepare the plan for public review.

iii) V. Sherwood

Mr. Baron stated that the background chapters. The next step will be to develop a future land use map.

iv) C. Clintonville

Ms. Thunes stated that this project is just starting and that the Commission is currently working on compiling the results from the visioning session, identifying key issues and opportunities and completing the Issues and Opportunities and Housing background chapter and corresponding goals, objectives, policies and recommendations.

g) Internal Comprehensive Plan Process Committee

Mr. Fowle mentioned that the Commission has developed an internal comprehensive plan process committee that is looking at ways to improve efficiencies of the comprehensive plan updates process. Mr. Baron said that comprehensive plan updates have become a significant portion of our work. We have met with other regional planning organizations to determine what they are doing. We are also looking at ways to make comprehensive plans more interesting and valuable to communities.

10) County Roundtable Discussion / Updates

Mr. Sturn mentioned that direct flights are now available at the Appleton International Airport to Denver.

Mr. Thomas mentioned that the exhibition center was opening soon in Appleton. He again requested that a cost sheet be developed for the Village of Hortonville technical assistance project and asked in Mr. Zuege could do a presentation on this project.

12. Next Meeting

The next meeting will be held on Wednesday, April 18, 2018 at 10:00 a.m. at the Commission offices.

13. Adjourn

A motion was made by Mr. Sturn and seconded by Mr. Thomas to adjourn. Motion passed unanimously. Meeting adjourned at approximately 11:47 p.m.



For immediate release
Contact: Mark Maley, 608.210.6706
mark.maley@wedc.org

City of Brillion receives \$250,000 state grant to support downtown renovation project

WEDC funding will help city raze old grocery to make way for new apartments

BRILLION, WI. March 29, 2018 – The City of Brillion has received a \$250,000 state grant to support construction of a downtown apartment building – a project that will improve the aesthetics of the business district and help meet the city’s housing needs.

The Community Development Investment Grant from the Wisconsin Economic Development Corporation (WEDC) will help fund the Calumet County community’s plan to raze a vacant grocery store on Main Street and replace it with a 40-unit apartment building. The project is part of the city’s Main Street Square initiative, which calls for the construction of a new City Hall with greenspace and enhancements to the existing Brillion Community Center.

“The City of Brillion has spent years developing a comprehensive plan to revitalize its downtown through the Main Street Square effort, and WEDC is pleased to support this project, which will pay long-term dividends for the city,” said WEDC Secretary and CEO Mark R. Hogan, who joined city officials in making the announcement in Brillion on Thursday. “Vibrant downtowns and adequate housing are key factors in attracting and retaining businesses and workers, which is why WEDC works closely with communities throughout the state to help them improve their business districts.”

“We are very pleased and excited our project was chosen to receive this WEDC Community Development Investment Grant,” said Beth Wenzel, chair of the Brillion Redevelopment Authority Commission. “It is providing a huge step forward to converting that block into a vibrant city center.”

The Redevelopment Authority recently purchased the grocery store and is building the apartment building in partnership with Northpointe Development. The \$8 million project also includes sewer, water and street improvements.

Construction on the apartment building is underway and should be completed by June 2019. Once completed, the project is expected to add more than \$7 million to the city’s tax base, and generate about \$154,000 in annual property taxes.

In addition to removing a blighted building from downtown, the project also will help meet the need for workforce housing in Brillion. Officials say many workers at the city’s major employers have a long commute to their workplace, which hampers efforts to attract and retain workers.

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The WEDC funding is a matching grant and will help offset site preparation and infrastructure costs. Other funding sources for the project include the Redevelopment Authority; Integrated Public Resources, a public/private partnership; the City of Brillion; and Northpointe Development.

Local and regional officials say the project will have a significant impact on Brillion and the region.

“Brillion is a manufacturing city in a state that needs more places like Brillion,” said state Rep. Ron Tusler, who represents the community and took part in the announcement event on Thursday. “This housing complex pushes Brillion forward.”

“This grant is wonderful news for Brillion and the surrounding area,” added state Rep. Paul Tittl, who represents part of Manitowoc County. “Revitalizing our downtown districts can contribute to economic strength and stability not only in those areas, but in neighboring areas as well.”

“Communities and employers throughout Calumet County have expressed a need for affordable housing,” said Mary Kohrell, the community economic development director for Calumet County. “The WEDC grant to Brillion provides a critical first step in addressing that need.”

WEDC’s Community Development Investment Grant Program supports community development and redevelopment efforts, primarily in downtown areas. Awards are based on the ability of applicants to demonstrate the impact of the proposed project, including public and private partnership development, financial need, and use of sustainable downtown development practices.

Since the program’s inception in 2013, WEDC has awarded more than \$16 million in Community Development Investment Grants for projects expected to generate more than \$186 million in capital investments statewide.

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About the Wisconsin Economic Development Corporation

The Wisconsin Economic Development Corporation (WEDC) leads economic development efforts for the state by advancing and maximizing opportunities in Wisconsin for businesses, communities and people to thrive in a globally competitive environment. Working with more than 600 regional and local partners, WEDC develops and delivers solutions representative of a highly responsive and coordinated economic development network. Visit wedc.org or follow WEDC on Twitter @WEDCNews to learn more.

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DRIVING THE FUTURE

A STRATEGY FOR FOSTERING COLLABORATIVE ECONOMIC DEVELOPMENT ALONG THE I-41 CORRIDOR

In 2017, the East Central Wisconsin Regional Planning Commission engaged TIP Strategies, an Austin-based economic development consulting firm, to prepare a regional economic development strategy designed to build a more resilient and diversified manufacturing base in the five-county I-41 Corridor.

GOALS

- 1 Implement a cohesive regional talent strategy.
- 2 Enhance the corridor's infrastructure and economic competitiveness.
- 3 Foster a stronger collaboration ecosystem.

KEY STRATEGIES

- Establish an I-41 Corridor talent council to implement the talent strategy.
- Design and launch a regional talent campaign to support the recruitment of talent to the I-41 Corridor.
- Strengthen collective efforts to improve and expand the region's transportation and mobility infrastructure.
- Develop the I-41 Corridor as a "smart corridor."
- Advocate forcefully and collaboratively around key infrastructure issues.
- Launch an internal marketing campaign designed to reinforce the collective approach for the region and create a sense of regional identity within the corridor.

TARGET CLUSTERS

- Aerospace Vehicles & Defense
- Automotive
- Food Processing & Manufacturing
- Metalworking Technology
- Paper & Packaging
- Production Technology & Heavy Machinery
- Hospitality & Tourism
- Information Technology & Analytical Instruments
- Insurance Services
- Financial Services
- Printing Services
- Business Services
- Transportation & Logistics

I-41 BY THE NUMBERS

45,000 RESIDENTS
added to the population
from 2006 to 2016¹

869,000 PEOPLE
are projected live in I-41
by 2030²

3.7 PERCENT
unemployment rate in the
region for 2016³

26,000 COMMUTERS
arrive from outside the
region daily (net figure)⁴

**69,000 JOB
OPENINGS**
expected over the next
five years⁵

80 PERCENT
of all job openings will be
replacement jobs (many due
to retirements)⁶

Sources: 1) US Census Bureau 2) State of Wisconsin's Demographic Services Center 3) US Bureau of Labor Statistics 4) US Census Bureau 5) and 6) EMSI 2017.1 – QCEW Employees, Non-QCEW Employees, and Self-Employed.

PROPOSED RESOLUTION NO. 15-18

AUTHORIZING THE COMMISSION TO ENTER INTO AN AGREEMENT WITH THE TOWN OF ALGOMA, WINNEBAGO COUNTY FOR THE PREPARATION OF A COMPREHENSIVE PLAN UPDATE

WHEREAS, the Town of Algoma, Winnebago 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 related components; and

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

WHEREAS, the Town is part of Winnebago 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: April 27, 2018

Submitted By: Regional Comprehensive Plan Committee

Prepared By: Eric Fowle, AICP – Executive Director

Merlin Gentz - Calumet Co.

Kevin Sturn - Outagamie Co.

Michael Thomas – Outagamie Co.

Joseph Moore – Fond du Lac Co.

Steve Cummings – Winnebago Co.



East Central Wisconsin Regional Planning Commission

Scope of Work & Contract for Services to the Town of Algoma, Wisconsin for:

Preparation of Year 2040 Comprehensive Plan Update

February 2, 2018



February 2, 2018

Mr. Benjamin Krumenauer, Administrator
Town of Algoma
15 North Oakwood Road
Oshkosh, Wisconsin 54904

RE: Revised Contract and Scope of Services for the Preparation of an update to the Town of Algoma's Comprehensive Plan

Dear Mr. Krumenauer,

Per our discussions, please find enclosed a final scope of work and contract for the preparation of an update to the Town of Algoma's Comprehensive Plan for consideration by your Plan Commission and Board.

I am more than happy to attend any future meetings to discuss the proposal and answer any questions. We hope that you find our proposal favorable and we hope we can work with the Town in this capacity in the near future.

If you have any questions in the interim please contact me at (920) 751-4770 or via email at efowle@ecwrpc.org.

Sincerely,

Eric Fowle, AICP
Executive Director

Enclosure

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CONTRACT BETWEEN

EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION (COMMISSION)
AND TOWN OF ALGOMA, WISCONSIN

**FOR PROJECT NUMBER: 2428-17
COMPREHENSIVE PLAN UPDATE**

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

Preparing and update to the existing Town of Algoma 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 **\$31,500** to be paid in **three (3)** installments for work completed between **March 1, 2018 and October 31, 2019 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 Benjamin Krumenauer, Town Administrator for the Town of Algoma whose work address/e-mail address and telephone number is:

Algoma Town Hall
15 North Oakwood Road
Oshkosh, Wisconsin 54904
Phone: 920-235-3789
E-mail: bkrumenauer@townofalgoma.org

The COMMISSION Representative is Eric Fowle, Executive Director, 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
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-three (23) pages including cover sheets, Appendix A (Scope of Services) and Appendix B (East Central's Shortform for Locally Funded Contracts).

For the TOWN OF ALGOMA

For the COMMISSION

By:

By:

Joel Rasmussen, Chair
Town of Algoma

Jerry Erdmann, Chairman
East Central WI RPC

Date: _____

Date: _____

Appendix A - Scope of Services

Town of Algoma 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 Algoma'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, for 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 planning processes (11th hour arguments and misinformation run amok). The end result of any planning process – the plan itself – is something that must be representative of the community and must be 'owned' by the community.

We accomplish this using a consistent and simple engagement process (Figure 1). First, an update and assessment of all factual information contained within the existing Town of Algoma'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. Public input is sought early and often to ensure that the final, updated comprehensive plan is well-connected to the community's short and long term desires, and that appropriate steps are provided as a guide for how to achieve the vision.

Figure 1 – Comprehensive Planning Process



Public participation and engagement is proposed to occur in two general forms:

- 1) Traditional, yet well publicized meeting notices and public comment opportunities (newsletters, press releases, flyers/posters, web postings, social media, etc.). Additionally, public comment opportunities will be provided at each regular Joint Plan Advisory Committee meeting. The Joint Plan Advisory Committee will be comprised of both the Plan Commission and the Economic Development Committee. A final, formal public hearing at the end of the process will be held by the Plan Commission. **As part of this proposal, 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 a web-based Public Visioning Portal (described later).

Planning Process / Steps

The 20 year plan will be prepared based on the concept of making/maintaining the Town as an economically competitive “Livable Community”. This will be supplemented by a set of tools that the Plan Commission and staff can use to better implement key components of the plan. A set of “Ten Guiding Principles” will be created that can be used to better assess and manage land use change on a daily basis.

In addition, the plan update will be developed in a manner which places extra emphasis on the implementation of its recommendations so as to achieve the community’s desired vision. A more detailed, ten year “Town Improvement Plan” will be prepared in order to provide a more strategic path for actions by the Town which often occur under constrained fiscal conditions. Much more focus will be put on the physical development and needs of the community, particularly with respect to infrastructure, maintenance and capacity (staffing) costs that are/will be borne by the Town should major plan recommendations be implemented. A separate Staff Capacity Study will also be developed.

These unique sub-processes will examine existing and final Comprehensive Plan goals, strategies, and recommendations as well as the updated Future Land Use Map in a manner which identifies more specific infrastructure and capacity needs. A 10 year detailed schedule of improvements, will be developed that allow the Town to more strategically think about the true costs of providing the necessary services and accommodations to its changing residents and businesses over the plan’s 20 year horizon. It will be important during this process to define “needs” versus “wants” as elements of the 10 year schedule of improvements is developed.

Specifically, the update of the Comprehensive Plan will include the preparation of information and analyses as follows:

1. (March, 2018) Development of, and assistance with implementing, an updated Citizen Participation Plan which include the following basic provisions for that gathering of information, ideas and concerns from the Town’s residents and business community:
 - a. Direct notifications as per Wis.Stats. 60.1001;
 - b. Public meetings/Public Hearings (required during the plan development and approval process);
 - c. Posting of information to the Town’s website;
 - d. Development of a web based Public Visioning Portal which is customized to address land use issues and opportunities as identified by the Plan Commission and Town staff. This tool can be developed using a combination of many input forms, including standard survey questions, visual preference surveys and web-based mapping;
 - e. Information generated from a planned visioning session for the West Side Growth Area (Spring, 2018);
 - f. An evaluation of recent survey data and recent plan documents created by the Town over the past 5 years;

2. (March-July, 2018) East Central staff will conduct a review of all background elements and will update all pertinent data to the current year (2017), where available, and projected out to the year 2040, where available. GIS maps and data will be updated to reflect current conditions and planned community improvements/changes. This data will be used to help understand what makes the Town of Algoma unique as compared to its counterparts. In addition, all previously adopted plans and studies, including pertinent local, county, regional and plans will be reviewed and information will be translated and integrated as necessary into the Comprehensive Plan's background elements. Town of Algoma staff will take responsibility for the review and discussion of plan elements with the Joint Plan Advisory Committee in order to obtain feedback and to identify/seek concurrence on issues that need to be addressed during the planning period.
3. (August-October, 2018) A review of the existing plan's vision, goals, objectives, strategies, recommendations, actions or other statements will be conducted for applicability and timeliness with respect to identified issues and opportunities. The background element data, along with information obtained from the Public Visioning Portal and Town Committee/staff input, will be compared to the current plan's vision, goals and objectives in order to provide reasoning for changes to these statements that better reflect the needs and desires of the Town. In addition, trends and topics will be evaluated using the new Local Government Institute's "STEEP" Trends report (<http://bit.ly/2Eanhvj>) as a guide. STEEP stands for Society, Technology, Economy, Environment and Politics - critical dimensions of our world that impact all of our lives. These dimensions are important for understanding the future because trends unfolding in these dimensions today will change our world tomorrow. Meetings with key staff will be held to review and discuss these items. Edits and additions will be provided to the Joint Advisory Committee and public for review and discussion.
4. (May-October, 2018) East Central will identify and analyze the physical infrastructure, long-term maintenance and other development costs related to the new plan goals, strategies and recommendations. With the assistance of Town staff, this information will be put into a spreadsheet format which can be utilized to better examine short and long term costs related to potential growth and development.
5. (May-October, 2018) East Central will conduct an examination of the Town's staffing trends and future capacity as compared to growth and development projections. The overall purpose of this analysis is to improve knowledge and aid in decision-making on the short and long-term provision of government services and functions by the Town as they relate to historic and future growth/land use scenarios;
6. (November-December, 2018) Development of agreed upon Low, Medium, and High Growth Scenarios with input from Town staff and the Plan Commission;
7. (January-April, 2019) Development of an updated Year 2040 Land Use Plan Map (with inset maps as necessary) which depicts future land use opportunities and major infrastructure needs for the selected scenario; Using the aforementioned public input, as well as information generated in the planned 2018 West Side Growth Area Visioning Workshop (to be held in spring/summer of 2018), a conceptual Year 2040 Land Use Plan Map will be developed with significant Town staff and Plan Commission input. The map will be generalized to the degree that it adequately portrays the vision for land use within the Town, but also provides flexibility in terms of implementation and administration. The plan's implementation strategy will de-emphasize the statutory requirements of Smart Growth, and will instead pay particular attention to the development and use of "Ten Guiding Principles for Livable Communities" which has been developed by ECWRPC as a method to review plan consistency. The use of targets and tiered approaches will also be examined and utilized as warranted.
8. (January– April, 2019) The creation of a separate, Town Improvement Plan (play on capital improvement plan) which clearly outlines and contemplates the 'bricks and mortar' projects needed during the first 10 years of the plan's life based on the aforementioned Step #4's spreadsheet analysis, as well as the Year 2040 Land

Use Plan Map, which will identify specific areas for development as well as the timing of development. The Town Improvement Plan will also attempt to clearly define those items that are considered to be “needs” versus those that may simply be “desired”.

9. (May-October, 2019) East Central will development the final plan document, and coordination of the public review and approval process, including the hosting of an intergovernmental meeting. Once a draft of the plan is complete, an invite will be extended to all adjacent and overlapping units of government for a meeting which solely focuses on the real or perceived impacts of the Town of Algoma’s proposed plan on their respective jurisdictions. The Plan Commission will need to consider any feedback prior to the finalization of the plan. East Central will then prepare the final draft plan for public distribution and will assist the Town of Algoma in noticing and posting the required public hearing and presenting the final plan to both the Plan Commission and Town Board.

This planning effort will be further enhanced and supported through EC’s technical assistance program which awarded two projects to the Town for 2018:

- 2018 – Contract Credit (discount) on Comprehensive Plan Update
- 2018 – West Side Growth Area Visioning Workshop
- 2019 – On-Line ESRI Storymap and GIS web-based map viewing tool(s)

Furthermore, East Central is aware that the Town is in the midst of a re-branding effort and East Central staff will, to the extent practicable, incorporate elements of the new Town brand into the final plan documents and maps.

Plan Delivery and Distribution

The final plan will be provided to the Town in the form of digital (.pdf) files on a USB memory drive (12 copies) including one set of editable MSWord and MExcel files. GIS data will also be made available, if desired, at the time of contract completion, or at any time in the future. East Central staff will also assist in the distribution of the adopted plan to adjacent and overlapping units of government as statutorily required.

Town Responsibilities

Town staff will work with a joint advisory committee comprised of both the Town of Algoma Plan Commission and the Town of Algoma Economic Development Committee as the primary body for discussion and decision-making throughout the planning process. The Joint Comprehensive Plan Advisory Committee 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 input 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;
- Evaluation of the “Town Improvement Plan” document which outlines the 10 year costs of priority infrastructure improvement.
- 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 March 1, 2018 and would be completed over a 20-month period ending with delivery of the final documents by the end of October, 2019.

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) 12 USB drive devices containing digital files of final plan document and maps in Adobe Acrobat (.pdf) format. No cost has been included for paper hardcopies of the report at this time, however; printing can be added for a cost of \$50.00 per plan.
- 2) Digital files of the plan's GIS data as required in ESRI ArcGIS format.

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.

ECWRPC Responsibilities	Cost
1. Update Citizen Participation Plan / Conduct Kickoff Meeting	No charge (tech assist.)
2. Develop and analyze Public Visioning Portal and submitted information	\$3,000
3. Prepare Plan Background Element Updates & GIS Data and Mapping Updates / Review of Past Planning Document / Staff Meetings	\$10,000
4. Identification and analysis of infrastructure / Staffing capacity Study / Preparation of Town Improvement Program / Staff Meetings	\$8,000
5. Develop Strategies / Review Goals, Objectives, Policies and Modify as Needed and Develop Proposed Land Use Map Scenarios / Final Plan Map	\$5,500
6. Develop Plan Implementation Element / Prepare & Host Intergovernmental Meeting	\$3,000
7. Develop Final Plan Documents / Coordinate Plan Approval / Public Meetings / Deliver Final Plan	\$2,000
8. TOTAL PROJECT COST	\$31,500*

^Reflects an approximate 12% discount based on Winnebago County membership.

East Central will invoice the Town in three (3) separate equal installments of \$10,500 during 2018 and 2019 as follows:

1. Payment #1 (\$10,500) – Invoiced by June 1, 2018 / Payment made by July 1, 2018;
2. Payment #2 (\$10,500) – Invoiced by Nov. 1, 2018 / Payment made by Dec. 1, 2018
3. Payment #5 (\$10,500) – Invoiced by Nov 1, 2019 / Payment made by Dec. 1, 2019

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 (Project Oversight / Review)
- Kathy Thunes, Principal Planner (Project Manager / Town Improvement Plan)
- Tom Baron, Principal Planner (Staff Capacity Study)
- Todd Verboomen – Associate Planner (Background Elements)
- Mike Zuege – GIS Coordinator
- Kyle McNair – GIS Assistant

Information Required from the Town and Other Responsibilities

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

The Town of Algoma shall also assume all costs and responsibilities for providing meeting/event space, refreshments, preparing and distributing meeting notices and materials, publishing hearing notices, preparation of committee meeting minutes (if required), and various other tasks, including media/social media promotion which serve to relay information about the project from East Central to the Town's elected officials and/or residents.

Continuing Planning Assistance

As continued member of the East Central Wisconsin Regional Planning Commission by virtue of Winnebago County, the Town of Algoma is entitled to receive continuing planning and support services, subject to our 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 12 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 State and Federal program areas associated with our Metropolitan Planning Organization (MPO)/Regional Transportation Planning activities, Economic Development District (EDD) designation, or our Water Quality Management implementation arrangements with the WDNR.

- 3) Staff knowledge of (and positive relationships with) 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 40 plus year history. Its current Director has been employed by the Commission for 19 years, and he and many of his staff are extremely familiar with various planning issues facing the region's communities, as well as the context 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 and collaborative 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.

<i>Project:</i>	Town of Greenville Comprehensive Plan 2030	
<i>Community:</i>	Town of Greenville, Wisconsin	
<i>Completion Date:</i>	December, 2008	
<i>Sample Work:</i>	http://www.ecwrpc.org/wp-content/uploads/2013/06/GreenvilleCompPlan2030.pdf	
<i>Contacts:</i>	Joel Gregozeski, Administrator	(920) 757-5151
<i>Project:</i>	V. of Hortonville Comprehensive Plan Update 2035	
<i>Community:</i>	Village of Hortonville, Wisconsin	
<i>Completion Date:</i>	April, 2014	
<i>Sample Work:</i>	http://www.ecwrpc.org/wp-content/uploads/2013/06/Town-of-Hortonville-Comprehensive-Plan-2035.pdf	
<i>Contact:</i>	Diane Wessel, Administrator	(920) 779-6011
<i>Project:</i>	Town of Fond du Lac Comprehensive Plan 2040	
<i>Community:</i>	Town of Fond du Lac, Wisconsin	
<i>Completion Date:</i>	2016	
<i>Sample Work:</i>	http://www.ecwrpc.org/wp-content/uploads/2016/01/Town-of-Fond-du-Lac-Comprehensive-Plan-Update-2040.pdf	
<i>Contact:</i>	Robert Giese, Chairman	(920) 921-6244

Note: A more specific list of recent plans that were developed and published in recent years can be found at <http://www.ecwrpc.org/documents/>.

APPENDIX 8:
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 **September 31, 2019**, which is 60 days before the original CONTRACT completion date of **October 31, 2019**.
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 (\$10,500) – Invoiced by June 1, 2018 / Payment made by July 1, 2018;

Payment #2 (\$10,500) – Invoiced by Nov. 1, 2018 / Payment made by Dec. 1, 2018;

Payment #5 (\$10,500) – Invoiced by Nov 1, 2019 / Payment made by Dec. 1, 2019;

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:

Ben Krumenauer, Town Administrator
Algoma Town Hall
15 North Oakwood Road
Oshkosh, Wisconsin 54904
Phone: 920-235-3789
E-mail: bkrumenauer@townofalgoma.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 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 100259 [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.