MEETING NOTICE

STEERING COMMITTEE

COMMITTEE MEMBERS: Martin Farrell (Chair), Jeff Nooyen (Vice-Chair), Jerry Erdmann, Dick Koeppen, David Albrecht (Perm. Alt. for Shiloh Ramos), Donna Kalata, Alice Connors, Jeremy Johnson

Date: Friday, December 20th, 2019
Time: 10:00 a.m.
Place: ECWRPC Offices, 400 Ahnaip Street, Menasha, WI

Agenda

1) Welcome & Introductions

2) Statement of Compliance with Wis. Stats. Sec. 19.84 Regarding Open Meetings Requirement

3) Pledge of Allegiance

4) Approval of Agenda

5) Public Comment

6) Approval of November 18, 2019 Steering Committee Meeting Summary of Proceedings (Attachment #1)

7) Updates & Announcements
   a) SRTS Position/Hiring Status
   b) 2020 Quarterly Commission Meeting Schedule / Location Preferences
   c) Update on 2020 Budget & Work Program
   d) 2019 Audit Schedule
   e) Other

8) Special Order of Business – Strategic Planning Workshop #3 (Please expect to dedicate approximately 45 minutes for this third session.) (Attachment #2)

9) New Business/Action Items:
   a) Proposed Resolution 31-19: Approving the Surface Transportation Program-Urban (STP-Urban) projects for the Appleton Transportation Management Area (TMA) – 2020-2025 (being addressed under the full authority of the Commission) (Attachment #3)
   b) Proposed Resolution 32-19: Approving the Surface Transportation Program-Urban (STP-Urban) project for the Oshkosh Urbanized Area for Fiscal Years 2020-2025 (being addressed under the full authority of the Commission) (Attachment #4)

- OVER -
c) **Proposed Resolution 33-19:** Authorizing the Commission to Enter into an Agreement with the City of Shawano, Shawano County for the Preparation of a Comprehensive Plan Update and Bicycle & Pedestrian Master Plan *(being addressed under the full authority of the Commission.)* (Attachment #5)

d) **Proposed Resolution 34-19:** Authorizing the Commission to Enter into an Agreement with the Town of Caledonia, Waupaca County for the Preparation of a Comprehensive Plan Update *(being addressed under the full authority of the Commission.)* (Attachment #6)

e) **Proposed Resolution 35-19:** Authorizing the Commission to Enter into an Agreement with the Town of Lessor, Shawano County for the Preparation of a Comprehensive Plan Update *(being addressed under the full authority of the Commission.)* (Attachment #7)

f) Discussion on Policy for Providing Services to Communities Which Lie Partially Outside of Region

g) **CLOSED SESSION:** The Committee will convene into closed session pursuant to Section 19.85(1) of the Wisconsin Statutes to conduct 2019 annual performance evaluation and review of 2020 employment agreement terms for the Executive Director position. *(Hardcopy materials to be mailed to Steering Committee members separately)*

h) **RECONVENE INTO OPEN SESSION:** The Committee will reconvene into open session pursuant to section 19.85(2) of the Wisconsin Statutes to take action as necessary, on the above matters.

10) County Issue Sharing / Roundtable Discussion (as time permits)

11) Next Meeting Date & Agenda

12) 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.
SUMMARY OF PROCEEDINGS
STEERING COMMITTEE

COMMITTEE MEMBERS: Martin Farrell (Chair), Jeff Nooyen (Vice-Chair), Jerry Erdmann, Dick Koeppen, David Albrecht (Perm. Alt. for Shiloh Ramos), Donna Kalata, Alice Connors, Jeremy Johnson

Date: Thursday, January 24th, 2019
Time: 1:30 p.m.
Place: ECWRPC Offices, 400 Ahnaip Street, Menasha, WI 54915

Committee Members Present:
Martin Farrell (Chair) ................................................................. Fon du Lac County
Jerry Erdmann ............................................................... Shawano County
Jeremy Johnson (Perm. Alt. for Beth Moses) ..................................... Menominee County
Alice Connors ........................................................................ Calumet County
Donna Kalata ........................................................................... Waushara County
Jeff Nooyen (Vice Chair) ................................................................ Outagamie County

Committee Members Excused:
Dick Koeppen ........................................................................ Waupaca County

Committee Members Unexcused:
Dave Albrecht (Perm. Alt. for Shiloh Ramos) ......................................... Winnebago County

Staff /Others Present:
Eric Fowle ............................................................................. Executive Director
Pam Scheibe-Johnson .................................................................... Controller
Melissa Kraemer Badtke .......................................................... Principal Transportation Planner
Tom Baron ............................................................................... Principal Economic Development Planner

1) Welcome & Introductions

Chair Farrell called the meeting to order at 1:32 p.m.

2) Statement of Compliance with Wis. Stats. Sec. 19.84 Regarding Open Meetings
Requirement - quorum

Mr. Fowle noted that the agenda was posted/distributed as required and that a quorum of members was present.

3) Pledge of Allegiance
4) **Approval of Agenda**

Ms. Kalata motioned to approve the agenda, Mr. Nooyen seconded the motion. The motion passed unanimously.

5) **Public Comment**

There was no public comment.

6) **Approval of November 20, 2018 and December 10, 2018 Steering Committee Meeting Summary of Proceedings**

Mr. Johnson motioned to approve the summaries and proceedings, Mr. Erdmann seconded the motion. The motion passed unanimously.

7) **Announcements & Events**

Mr. Fowle announced the change of venue for the Quarterly Commission Meeting, Commissioner updates, and upcoming 2019 election items.

8) **Informational/Discussion Items:**

   a) **Update on Initiative 41/DoD-OEA Grant Completion**

       Mr. Fowle noted that the grant ended at the end of 2018. The following items were discussed: final reporting, year-end narratives, project overall, and remaining unspent funding.

   b) **Update on GASB 75 Compliance & Hiring of Actuary**

       Ms. Scheibe-Johnson provided an update on the hiring of an actuary. ECWRPC has hired an actuary, Key Benefit Concepts (KBC), after a recommendation from Brian Massey of Outagamie County. KBC has all of the information that they requested and it takes 10 weeks to run the numbers. The amount KBC calculates as East Central’s obligation under GASB 75 might be immaterial in which case the auditors from Schenck will waive the required recording under GASB.

   c) **Hiring of Attorney for Sewer Service Area Issues**

       Mr. Fowle noted that an attorney had been hired for sewer service area concerns. An attorney was hired to provide a review regarding a negotiated settlement between the Town of Clayton and the Department of Natural Resources that involves the Commission. The agreement may affect the decision-making abilities of the Commission moving forward so an attorney has been elected to review that. There was difficulty locating an attorney that did not have a conflict of interest. Mr. Timm Speerschneider in Madison, is willing to take on the work. There is an arrangement with the attorney that costs are not to exceed $4,000 for the review. This is a proactive and preventative measure.
d) **2018 Fourth Quarter Financial Report – Pam Scheibe-Johnson, Controller**

Ms. Scheibe-Johnson provided an overview of the quarterly financial report. Items included in the overview were as follows: final balance sheet before implementation of GASB 68 and GASB 75, cash position, Safe Routes to School billings, accounts receivable, accounts payable, deferred revenue under the NR-135 program, statement of revenue and expenses before the GASB requirements, Initiative 41 sub-awards, federal grants, local district contracts, staffing changes, salaries, fringe benefits, and deficit.

Brief discussion took place regarding the deficit.

Mr. Nooyen motioned to receive and place on file, Ms. Kalata seconded the motion. The motion passed unanimously.

e) **2018 Work Program Performance Report**

Mr. Fowle provided an overview of the work program performance report. Items included in the overview were as follows: completed projects, carryover projects, unplanned project work, percent of budget achieved, and reasons why percent of budget was not achieved.

There was brief discussion regarding funding and improvements to the planning process moving forward, number of projects completed, reasons for carryover items, and edits to be made to the performance report.

Mr. Johnson motioned to receive and place on file, Mr. Erdmann seconded the motion. The motion passed unanimously.

f) **2018 Audit Schedule & Board Communication**

Mr. Fowle confirmed that the auditors are coming in next week and the first week of March to do the majority of the work. There is a communication piece that will be distributed at the January Quarterly Commission Meeting regarding engagement, auditor’s responsibilities, etc.

g) **Five Year Budget Projections & 2020/Future Levy Strategy**

Mr. Fowle provided an overview of the budget projections and future levy strategy. Items included in the overview were as follows: assumptions made, reduction of staffing level, five-year projection, revenues and expenditures, one scenario with no levy increase, one scenario with a 2 percent levy increase, Department of Transportation and Federal Highway Transportation funds, Safe Routes to School Program ending in 2023 and potential reapplication, contractual assumptions in revenue, recurring contracts, expense assumptions, continued salary increases, health insurance, decline in revenue beginning in 2019, future opportunities in planning and project work, and cash balance.

Brief discussion took place regarding: budget outlook status, upcoming staff transitions, succession planning, and levy increase.
9) **New Business/Action Items:**

a) **Proposed Resolution No. 06-19: Adopting the Final 2019 Work Program and Budget for the East Central Wisconsin Regional Planning Commission**

Mr. Fowle noted that all standing committees have approved their respective sections of the work program. Mr. Fowle provided an overview of the budget summary handout, staffing plan, salary adjustments, tax levy, levy table, assumptions on federal and state program revenues and matches.

Brief discussion took place regarding how the government shutdown would affect the work program and budget and correction updates to be made to the document.

Mr. Erdmann motioned to approve the resolution, Ms. Kalata seconded the motion. The motion passed unanimously.

b) **Proposed Resolution No. 07-19: Adoption of the Annual Affirmative Action Program for Equal Employment Opportunities**

Mr. Fowle explained that this document is done on an annual basis and is a federal requirement. The document tracks and acknowledges changes in employment and staffing with respect to average figures related to demographic information. The hiring goals are also included. With the documented changes for 2018, the agency is closer to the preferred goals of male and female hiring. No positions are anticipated as being available to fill this year. Compliance has been met regarding requirements for this program.

Ms. Kalata motioned to approve the resolution, Mr. Johnson seconded the motion. The motion passed unanimously.

c) **Proposed Resolution No. 08-19: Adopting a Loan Underwriting Manual and Policies for the WEDC Disaster Recovery Microloan Program**

Mr. Fowle provided an overview of the resolution. The application has been approved to be a part of the program and receive funding from Marquette County. Procedures need to be established for administration of the program and distributing funding and this document is serving that need. It is important to document parts of the program, procedures for providing loans, and the checklist that is needed to do that. There are a number of items listed that come from the program requirements. There are only two areas where the Commission could alter the program: the maximum term of the loan and the ability to give forgivable loans.

Brief discussion took place regarding forgivable loans, seeking assistance regarding the loans, and monitoring of loan payments.

Mr. Erdmann motioned to approve the resolution, Mr. Nooyen seconded the motion. The motion passed unanimously.
10) County Issue Sharing / Roundtable Discussion

The following topics were discussed: concerns about housing development funding, effects of government shutdown, Appleton International Airport, UW-Extension, and Outagamie County Legislative Session.

11) Next Meeting Date & Agenda

Next meeting date and time is TBD and tentatively scheduled for March.

12) Adjourn

Mr. Erdmann motioned to adjourn, Mr. Nooyen seconded the motion. The motion passed unanimously.

Committee adjourned by 2:45 p.m.
THE COLLECTIVE IMPACT FRAMEWORK

The Collective Impact Framework is a process which helps in solving a specific social problem using a structured form of collaboration. This collaboration model identifies five separate conditions which can lead to positive outcomes as shown below:

The Collective Impact Framework

- **Common Agenda**: All participants have a shared vision for change including a common understanding of the problem and a joint approach to solving it through agreed upon actions.
- **Shared Measurement**: Collecting data and measuring results consistently across all participants ensures efforts remain aligned and participants hold each other accountable.
- **Mutually Reinforcing Activities**: Participant activities must be differentiated while still being coordinated through a mutually reinforcing plan of action.
- **Continuous Communication**: Consistent and open communication is needed across the many players to build trust, assure mutual objectives, and create common motivation.
- **Backbone Support**: Creating and managing collective impact requires a separate organization(s) with staff and a specific set of skills to serve as the backbone for the entire initiative and coordinate participating organizations and agencies.


Relationship of Key Themes

The Key Themes generated from the planning process (See Chapter 2) were examined and fine-tuned by staff to better fit into the context of the Collective Impact Framework as follows:

1) **Common Agenda**
   - **KEY THEME**: Update & Strengthen Regional Comprehensive Plan
   - **KEY THEME**: Increase Regional Planning Capacity / Opportunities (to address new issues)
   - **KEY THEME**: Support County & Local Communities’ Planning Efforts

2) **Shared Measurement Systems**
   - **KEY THEME**: Continuous Project Improvement
   - **KEY THEME**: Project Monitoring & Benchmarking Against Values & Program Goals
3) Mutually Reinforcing Activities
   KEY THEME: Increase Commissioner Knowledge & Engagement

4) Continuous Communication
   KEY THEME: Identify Key Connections
   KEY THEME: Develop New Methods/Forms/Formats of Communication
   KEY THEME: Focus on Value & Services

5) Backbone Support Organization
   KEY THEME: Operate Under A Sustainable Budget
   KEY THEME: Hire and Retain Talented Staff
   KEY THEME: Actively Monitor & Maintain Strategic Plan

A NEW PLAN FOR COLLABORATION

Mission, Vision & Values

A mission statement defines the core purpose of the organization - why it exists. A formal mission statement was adopted by the agency in 2012 as part of its first Strategic Plan and no changes are recommended for this updated plan.

MISSION STATEMENT: East Central builds relationships and cooperative, visionary growth strategies to keep our region beautiful, healthy, and prosperous.

A vision statement communicates clearly a vivid and desired or intended future state of your organization. It provides a strategic direction in unambiguous terms and shows a long-term view. It should tie back to the Mission Statement by illustrating how you carry out your operations. For the purposes of this Strategic Plan, the following Vision Statement is recommended:

VISION: East Central is an agency which effectively develops, administers and promotes [valued] regional and local planning [programs and services] which enhances our communities’ [quality of life].

(Additions)

(NEW!) Values are deeply held convictions, priorities, and underlying assumptions that influence your attitudes and behaviors. An organization’s core values and mission statement are part of foundation for the Strategic Plan – the beliefs and purpose that it is truly committed to. The major values identified during the planning process include:

VALUE: Continue to exist as an effective, focused regional planning agency.

VALUE: Embrace regionalism and the challenges of collaboration.

VALUE: Create a dynamic and prosperous region – one that recognizes the importance of both the urban and rural areas.

VALUE: Build resilience (economic, environmental, social) across the region so as to strengthen our counties and communities.
GOAL #1: UPDATE, STRENGTHEN & IMPLEMENT REGIONAL COMPREHENSIVE PLAN

GOAL DEFINITION: Having a shared vision for land use, transportation, economic development, public service provision, and the environment at the regional level is imperative to fulfilling our role.

DESIRABLE OUTCOME: A plan which truly identifies regional level land use and transportation related issues, and sets forth a visionary, cooperative path for deriving and implementing solutions in a collaborative manner. Align County Comprehensive Plan priorities into the Regional Comprehensive Plan.

MEASURE OF SUCCESS: Alignment of local, county and regional plans and policies.

GOAL CHAMPIONS: Executive Director, Assistant Director, Principal Planners

ADDITIONAL CONTRIBUTORS: All Staff, All Commissioners, Member County Department Heads

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<th>COLLECTIVE IMPACT CONDITION</th>
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<td>Common Agenda</td>
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<td>Regularly Update Regional Comprehensive Plan</td>
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<td>Align Comprehensive Plan Recommendations with Strategic Plan</td>
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<td>1C</td>
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<td>Actively Fund Implementation of Key Comprehensive Plan Recommendations</td>
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<td>1D</td>
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<td>Work Across RPC Borders as Needed to Implement Regional Plan(s)</td>
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GOAL #7: SUPPORT THE PLANNING EFFORTS OF THE REGION’S COMMUNITIES

GOAL DEFINITION: Having a strong region means having strong communities that are efficiently planned and adaptable to changing circumstances. Furthermore, since the Commission is advisory by statutes, having local plans which align with regional plans is a key strategy for moving forward with the regional vision.

DESIRED OUTCOME: The provision of a wide range of planning services that meets our communities’ needs in a cost-effective manner.

MEASURE OF SUCCESS: Regular use of Commission services and information.

GOAL CHAMPIONS: Executive Director

ADDITIONAL CONTRIBUTORS: All Staff, All Commissioners (program promotion)

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<td>Common Agenda</td>
<td>7A</td>
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<td>Allocate Time and Resources to Provide Assistance to Local Communities in a Fair and Equitable Manner</td>
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<td>7B</td>
<td></td>
<td>Provide education and information on best practices which implement the regional plan(s)</td>
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**GOAL #4: INCREASE ABILITY TO ADDRESS REGIONAL ISSUES & OPPORTUNITIES**

**GOAL DEFINITION:** Provide more support and assistance to member counties which have common (regional) planning issues facing them.

**DESIRED OUTCOME:** To have more staffing capacity or flexibility to better address emerging, important regional planning issues as they arise.

**MEASURE OF SUCCESS:** The initiation and completion of new regional planning studies which provide direction and guidance on emerging regional planning issues.

**GOAL CHAMPIONS:** Executive Director, Principal Planners

**ADDITIONAL CONTRIBUTORS:** All Staff, All Commissioners, Member County Department Heads

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<tr>
<td>Common Agenda</td>
<td>4A</td>
<td></td>
<td>Bring More Focus and Attention to Regional Level Issues which Affect Urban and Rural Counties</td>
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<td>Dedicate Staff Time to Fostering New Funding &amp; Partnership Opportunities which Address Current and Future Regional Issues</td>
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<td>4C</td>
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<td>Increase Staffing Levels and/or Staffing Flexibility as Appropriate Using Grant &amp; Levy Funding Sources.</td>
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GOAL #2: BUILD STRONG RELATIONSHIPS THROUGH TARGETED, AUTHENTIC COMMUNICATION

GOAL DEFINITION: Creating meaningful, strong relationships with key stakeholders is critical to being a successful regional planning agency as well as implementing its regional plans. Targeting these efforts with different/appropriate messaging and methods will increase our effectiveness.

DESIRED OUTCOME: Having 100% of our member counties’ department staff, and their communities (towns, villages, cities) be aware of and knowledgeable about ECWRPC and its functions and services.

MEASURE OF SUCCESS: Increased positive responses about awareness/knowledge of the Commission when surveyed in future years.

GOAL CHAMPIONS: Executive Director, Assistant Director, Principal Planners

ADDITIONAL CONTRIBUTORS: All Staff, All Commissioners

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<tr>
<td>Open &amp; Continuous Communications</td>
<td>2A</td>
<td>2A-1</td>
<td>Communicate Regularly and Directly with Key Stakeholders from Member Counties</td>
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<td>2B</td>
<td>Develop a Communication &amp; Engagement Plan that Employs Strategic Partnerships for Sharing Information</td>
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<td>2C</td>
<td>Focus Communications on the Commission’s Successes, Value, Services, Opportunities &amp; Best Practices</td>
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GOAL #3: INCREASE COMMISSIONER KNOWLEDGE & ENGAGEMENT

GOAL DEFINITION: Improve Commissioners’ base of knowledge about the Commission (history, accomplishments, programs, services, vision and values).

DESIRED OUTCOME: A more knowledgeable, and therefore, confident set of Commissioners who are comfortable sharing information about the Commission with others.

MEASURE OF SUCCESS: Full Commissioner participation in Standing Committee and Quarterly Commission meetings. Each Commissioner makes efforts at least twice per year to be meaningfully involved in a project, or engaged with a stakeholder/constituent about regional planning topics.

GOAL CHAMPIONS: Executive Director, Assistant Director, Commission Chair, Commission Vice-Chair

ADDITIONAL CONTRIBUTORS: County Board Chairs, County Executives

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<tr>
<td>Mutually Reinforcing Activities</td>
<td>3A</td>
<td>Attract Quality Commissioners &amp; Provide Meaningful Onboarding</td>
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<td>3B</td>
<td>Increase Commissioner Knowledge of Programs &amp; Values</td>
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<td>3C</td>
<td>Provide Regular Training Opportunities for Commissioners</td>
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<td>3D</td>
<td>Create an Ambassadorship Program to Increase Knowledge of the Commission’s Work and Strengthen Partnerships</td>
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<td>3E</td>
<td>Create Opportunities for Celebration of Regional Accomplishments, Recognition of Commissioners &amp; Socialization</td>
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GOAL #6: CONTINUOUS IMPROVEMENT IN ALL PROGRAMS & SERVICES

GOAL DEFINITION: Improve all Commission programs and services to ensure effectiveness and efficiency.

DESIRED OUTCOME: New processes and procedures that create meaningful local and regional plans in a cost-effective manner.

MEASURE OF SUCCESS: Creation of plans that are on budget and are impactful to communities and the region.

GOAL CHAMPIONS: Executive Director, Principal Planners

ADDITIONAL CONTRIBUTORS: All Staff, Steering Committee

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<tr>
<td>Shared Measurement Systems</td>
<td>6A</td>
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<td>Improve Project Cost Estimation Methods</td>
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<td>6B</td>
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<td>Improve Project Management &amp; Staff Leadership</td>
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<td>Improve Project Cost Monitoring &amp; Benchmarking Against Values</td>
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<td>Develop Creative Planning Processes &amp; Results</td>
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<td>Apply New Technologies to Planning Processes and Data Analytics</td>
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GOAL #5: OPERATE UNDER A SUSTAINABLE BUDGET

GOAL DEFINITION: Creation of a sustainable budget model that relies on a stable base of funding, with flexibility and foresight to accommodate future needs.

DESIRED OUTCOME: A balanced annual budget that does not over-rely on the Counties’ levy contributions.

MEASURE OF SUCCESS: Successful annual audits that show a positive bottom-line.

GOAL CHAMPIONS: Executive Director, Assistant Director, Controller

ADDITIONAL CONTRIBUTORS: Steering Committee, All Staff

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<td>Backbone Support Organization</td>
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<td>Maintain Current, Stable Federal and State Funding Streams</td>
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<td>5A-1 ACTION</td>
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<td></td>
<td>5B</td>
<td></td>
<td>Identify New Federal and State Grant Funding Sources, as well as Other Creative Funding Strategies.</td>
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<td></td>
<td>5C</td>
<td></td>
<td>Entertain Reasonable Increases of the County Levy on a Regular Basis</td>
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<td>5D</td>
<td></td>
<td>Use a Combination of Fee Increases and Project Management Efficiencies to Ensure Project Costs are Covered</td>
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<td>5D-1 ACTION</td>
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<td>5E</td>
<td></td>
<td>Develop LEAN Processes to Reduce Overhead Costs and Identify Efficiencies</td>
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<tr>
<td></td>
<td>5E-1 ACTION</td>
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</tbody>
</table>
GOAL #8: RETAIN AND HIRE TALENTED STAFF

GOAL DEFINITION: Talented and qualified staff are the lifeblood of the agency in terms of providing valuable services to member counties and communities.

DESired OUTCOME: Reduce staff turnover and build new skill sets when hiring replacement staff.

MEASURE OF SUCCESS: Reduced staff turnover and ease of attracting new staff when needed.

GOAL CHAMPIONS: Executive Director

ADDITIONAL CONTRIBUTORS: Lead Program Staff, Steering Committee

<table>
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<tr>
<th>COLLECTIVE IMPACT CONDITION</th>
<th>STRATEGY #</th>
<th>ACTION #</th>
<th>STRATEGY &amp; ACTION STATEMENTS</th>
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<tbody>
<tr>
<td>Backbone Support Organization</td>
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<td>Provide an Attractive Workplace Culture &amp; Environment</td>
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<tr>
<td></td>
<td>8A-1</td>
<td>ACTION</td>
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<tr>
<td></td>
<td>8B</td>
<td></td>
<td>Provide Competitive Wages, Benefits &amp; Growth/Recognition Opportunities for Current and Future Staff</td>
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<td></td>
<td>8B-1</td>
<td>ACTION</td>
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</tbody>
</table>
GOAL #9: ACTIVELY MONITOR & MAINTAIN THE COMMISSION’S STRATEGIC PLAN

GOAL DEFINITION: Keeping the Strategic Plan current and timely to ensure that changes in agency direction are more easily predicted and accommodated.

DESIRED OUTCOME: A strategic plan that is taken to heart by Commissioners and reviewed/updated regularly to accommodate changing conditions.

MEASURE OF SUCCESS: Regular meetings to review and report out on Strategic Plan implementation and the initiation of an update to the plan in 2023.

GOAL CHAMPIONS: Executive Director, Commission Chair

ADDITIONAL CONTRIBUTORS: All Commissioners, Member County Department Heads, All Staff

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<table>
<thead>
<tr>
<th>COLLECTIVE IMPACT CONDITION</th>
<th>STRATEGY #</th>
<th>ACTION #</th>
<th>STRATEGY &amp; ACTION STATEMENTS</th>
<th>RESPONSIBLE PARTIES FOR ACTIONS</th>
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<tr>
<td>Backbone Support Organization</td>
<td>9A</td>
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<td>Create “Action Teams” Comprised of Commissioners and Staff to Monitor and Implement Strategic Plan</td>
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<td></td>
<td></td>
<td>9A-1</td>
<td>ACTION (appropriate to list here?)</td>
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<tr>
<td></td>
<td>9B</td>
<td></td>
<td>Review Strategic Plan Accomplishments on an Annual Basis</td>
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<td></td>
<td></td>
<td>9B-1</td>
<td>ACTION</td>
<td></td>
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<tr>
<td></td>
<td>9C</td>
<td></td>
<td>Review and Update the Strategic Plan as Needed on a 3-Year Timeframe</td>
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<tr>
<td></td>
<td></td>
<td>9C-1</td>
<td>ACTION</td>
<td></td>
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</table>
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PROPOSED RESOLUTION NO. 31-19

APPROVING THE SURFACE TRANSPORTATION PROGRAM – URBAN (STP-U) PROJECTS FOR THE APPLETON (FOX CITIES) TRANSPORTATION MANAGEMENT AREA (TMA) for Fiscal Years 2020-2025

WHEREAS, the East Central Wisconsin Regional Planning Commission has been designated by the Governor as the Metropolitan Planning Organization (MPO) for the purpose of carrying out cooperative, comprehensive and continuing urban transportation planning in the Appleton (Fox Cities) Transportation Management Area; and

WHEREAS, in accordance with the Fixing America’s Surface Transportation Act: (FAST Act), coordination has occurred between the MPO, the state and transit operators in programming multimodal projects; and

WHEREAS, the Appleton (Fox Cities) MPO has a competitive process to select and approve surface transportation projects, and

WHEREAS, the Appleton (Fox Cities) MPO Transportation Policy Advisory Committee approved the STP-U Urban projects, and

WHEREAS, the selected local governments, their designated staffs, have approved the following projects:

| Appleton (Fox Cities) TMA Surface Transportation Program – Urban funds – FY 2020-2025 |
|---------------------------------|-----------------|-----------------|-----------------|
| STP-U Project                   | Total Project Cost | Federal Funds (72.028%) | Local Funds (27.972%) |
| City of Neenah – Commercial Street | $7,869,900 | $5,668,528 | $2,201,372 |
| City of Menasha – Racine Street  | $5,124,600 | $3,691,143 | $1,433,457 |
| Outagamie County – CTH N        | $4,777,400 | $3,441,062 | $1,336,338 |
| Winnebago County – CTH P        | $7,232,800 | $5,137,610 | $2,095,190 |
| Total Costs of Projects         | $25,004,700 | $17,938,343 | |
| Appleton TMA Allocation         |                 | $17,938,343 | |

Now Therefore;

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

Section 1: That the Commission, as the designated Appleton (Fox Cities) MPO, approves the 2020-2025 Fiscal Year Surface Transportation Program – Urban (STP-U) projects.
PROPOSED RESOLUTION NO. 31-19

Effective Date: December 20, 2019
Prepared for: Steering Committee
Prepared By: David J. Moesch, Associate Transportation Planner

Martin Farrell, Chair – Fond du Lac Co.  Dick Koeppen, Vice-Chair – Waupaca Co.

Alice Connors – Calumet Co.  Jeff Nooyen – Outagamie Co.


Dave Albrecht – Winnebago Co.  Jerry Erdmann – Shawano Co.
DATE: December, 12, 2019

TO: ECWRPC Steering Committee and Commission Board

FROM: ECWRPC Transportation Staff

RE: Appleton (Fox Cities) TMA Surface Transportation Program-Urban (STP-Urban) Projects – FY 2021-2025

For the Fiscal Years of 2021-2025, the Appleton (Fox Cities) Transportation Management Area (TMA) has an allocation of $17,938,343 for the Surface Transportation Program (STP-Urban) funds. East Central staff worked with the local communities and the Wisconsin Department of Transportation (WisDOT) to evaluate local projects. ECWRPC staff ranked project, provided the ranking and information on the projects to the Appleton (Fox Cities) TMA Technical Policy Advisory Committee. The Appleton (Fox Cities) TMA Technical Policy Advisory Committee met on August 20, 2019 and September 18, 2019 to discuss the projects that were submitted for the Surface Transportation Program - Urban funds for FY 2020-2025.

At the September 18, 2019 meeting, the Appleton (Fox Cities) TMA Technical Policy Advisory Committee approved four projects to receive the STP-Urban funding (see attached sheet for more detail about the costs of each of the projects):

- Commercial Street from Stanley Street to Tyler Street (City of Neenah)
- Racine Street from Third Street to Ninth Street (City of Menasha)
- County Highway N from County Highway CE to County Highway KK (Outagamie County)
- County Highway P from State Highway 47 to Midway Road (Winnebago County)

The STP-Urban funding will fund both design and construction for these projects. These projects if approved by the Commission Board will go to the Wisconsin Department of Transportation for final approval.
### 2020-2025 STBG Funding for the Appleton TMA

**Total Funding Available** $17,938,343.00  
**Updated:** 10/15/2019

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Commercial Street</th>
<th>Racine Street</th>
<th>CTH P</th>
<th>CTH N</th>
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<tbody>
<tr>
<td>City of Neenah</td>
<td>$5,680,000</td>
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<tr>
<td>City of Menasha</td>
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<tr>
<td>Winnebago County</td>
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<td>-</td>
<td>$100,000</td>
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<tr>
<td>Outagamie County</td>
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<tr>
<th>Structure(s) (If applicable):</th>
<th>Federal Share of the Participating Construction Cost (80%)</th>
<th>Local Share of the Participating Construction Costs (20%)</th>
<th>Non-Participating Construction Costs (100% Local)</th>
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<tbody>
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<tr>
<td>Outagamie County</td>
<td>-</td>
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#### Construction

- **Federal Share of the Participating Construction Cost (80%)**
  - Commercial Street: $5,680,000
  - Racine Street: $3,080,000
  - CTH P: $4,200,000
  - CTH N: $3,000,000
- **Local Share of the Participating Construction Costs (20%)**
  - Commercial Street: $1,420,000
  - Racine Street: $770,000
  - CTH P: $1,500,000
  - CTH N: $750,000
- **Non-Participating Construction Costs (100% Local)**
  - Commercial Street: -
  - Racine Street: -
  - CTH P: $100,000
  - CTH N: -

#### A. Subtotal Construction Costs
- $7,100,000
- $3,850,000
- $5,800,000
- $3,750,000

#### B. Construction Engineering Costs
- $745,500
- $462,000
- $638,000
- $525,000

#### C. State Review for Construction (sum lines A, B, and C)
- $24,400
- $20,400
- $20,400
- $20,400

#### Construction Subtotal with State Review Cost Estimate (sum lines A, B, and C)
- $7,869,900
- $4,332,400
- $6,458,400
- $4,295,400

#### Design

- **A. Plan Development**
  - $770,000
  - $754,000
  - $460,000

- **B. State Review for Design**
  - $22,000
  - $20,400
  - $20,000

#### Design Subtotal with State Review Cost Estimate (sum lines A and B)
- $792,200
- $774,400
- $482,000

#### Total Project Cost including Design and Construction
- $7,869,900
- $5,124,600
- $7,232,800
- $4,777,400

#### Total Project Cost minus non-participating Construction Costs
- $7,869,900
- $5,124,600
- $7,132,800
- $4,777,400

#### Total Federal Funding at ~72.028%
- $5,668,528
- $3,691,143
- $5,137,610
- $3,441,062

#### Local portion - ~27.972% of the project
- $2,201,372
- $1,433,457
- $2,051,900
- $1,336,338

#### Total Project Cost (including non-participating costs)
- $7,869,900
- $5,124,600
- $7,232,800
- $4,777,400

*These amounts are pending WisDOT approval and final approval of the Commission Board.*
PROPOSED RESOLUTION NO. 32-19

APPROVING THE SURFACE TRANSPORTATION PROGRAM – URBAN (STP-U) PROJECT FOR THE OSHKOSH URBANIZED AREA FOR FISCAL YEARS 2020-2025

WHEREAS, the East Central Wisconsin Regional Planning Commission has been designated by the Governor as the Metropolitan Planning Organization (MPO) for the purpose of carrying out cooperative, comprehensive and continuing urban transportation planning in the Oshkosh urbanized area; and

WHEREAS, in accordance with the Fixing America’s Surface Transportation Act: (FAST Act), coordination has occurred between the MPO, the state and transit operators in programming multimodal projects; and

WHEREAS, the Oshkosh MPO has a competitive process to select and approve surface transportation projects, and

WHEREAS, the Oshkosh MPO Transportation Policy Advisory Committee approved the STP-U project, and

WHEREAS, the selected local governments, their designated staffs, have approved the following project:

| Oshkosh Urbanized Area Surface Transportation Program – Urban funds – FY 2020-2025 |
|-------------------------------------------------|------------------|------------------|
| STP-U Project                   | Total Project Cost | Federal Funds (65%) | Local Funds (35%) |
| Winnebago County – CTH I         | $1,959,200         | $1,279,317         | $679,883          |
| **Total Costs of Projects**      | **$1,959,200**     |                   |                   |
| Oshkosh UA Allocation            |                   |                   | $1,279,317        |

Now Therefore;

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

Section 1: That the Commission, as the designated Oshkosh MPO, approves the 2020-2025 Surface Transportation Program – Urban (STP-U) project.

Effective Date: December 20, 2019
Prepared for: Steering Committee
Prepared By: David J. Moesch, Associate Transportation Planner
PROPOSED RESOLUTION NO. 32-19

Martin Farrell, Chair – Fond du Lac Co.  
Dick Koeppen, Vice-Chair – Waupaca Co.

Alice Connors – Calumet Co.  
Jeff Nooyen – Outagamie Co.

Jeremy Johnson – Menominee Co.  
Donna Kalata – Waushara Co.

Dave Albrecht – Winnebago Co.  
Jerry Erdmann – Shawano Co.
DATE: December, 12, 2019

TO: ECWRPC Steering Committee and Commission Board

FROM: ECWRPC Transportation Staff

RE: Oshkosh MPO Surface Transportation Program – Urban Project – FY 2021-2025

For the Fiscal Years of 2021-2025, the Oshkosh Metropolitan Planning Organization has an allocation of $1,279,317 for the Surface Transportation Program – Urban (STP-Urban) program funds. East Central staff worked with the local communities and the Wisconsin Department of Transportation (WisDOT) to evaluate local projects. ECWRPC staff ranked projects and provided the ranking and information on the projects to the Oshkosh MPO Technical Policy Advisory Committee. The Oshkosh MPO Technical Policy Advisory Committee met on August 20, 2019 to discuss and approve the County Highway I project submitted by Winnebago County for the Surface Transportation Program – Urban funds for FY 2020-2025.

The STP-Urban funding will fund both design and construction for the Winnebago County Highway I project. This project if approved by the Commission Board will go to the Wisconsin Department of Transportation for final approval.
Scope of Work & Contract for Services
City of Shawano, Wisconsin

Preparation of Year 2040 Comprehensive Plan Update & Bicycle / Pedestrian Master Plan

November, 2019
November 21, 2019

Mr. Eddie Sheppard, Administrator
City of Shawano
127 S Sawyer Street
Shawano, WI 54166

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

Dear Mr. Sheppard,

Thank you for the opportunity to meet earlier regarding the Commission’s involvement in assisting the City of Shawano with an update of its Comprehensive Plan and the preparation of a separate, yet integrated Bicycle & Pedestrian Master Plan. Please find enclosed a detailed scope of work and contract for the preparation of this work.

The cost estimates reflect a discount on our actual price to do such work by using East Central’s county levy monies, as well as other Federal and State program dollars as appropriate, to provide technical assistance to our communities.

Please let me know if you have any questions or would like to meet again on this matter. You can reach me at (920) 751-4770 or efowle@ecwrpc.org.

Sincerely,

Eric Fowle, AICP
Executive Director

Enclosure
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Appendix B: East Central Wisconsin Regional Planning Commission
– Shortform for Locally Funded Contracts ........................................................................... 19
CONTRACT BETWEEN
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION (COMMISSION)
AND CITY OF SHAWANO, WISCONSIN

FOR PROJECT NUMBER: 2446-020
COMPREHENSIVE PLAN UPDATE / BICYCLE & PEDESTRIAN MASTER PLAN

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

Preparing an update to the existing City of Shawano Comprehensive Plan with a
time horizon of 2040 and preparing a stand-alone, yet integrated Bicycle &
Pedestrian Master Plan.

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

a) An ACTUAL COST up to $28,500 to be paid in three (3) installments for work completed
between February 1, 2020 and September 30, 2021 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 CITY 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 CITY Representative and billing contact is Eddie Sheppard, Administrator for the
City of Shawano whose work address/e-mail address and telephone number is:

Mr. Eddie Sheppard, Administrator
City of Shawano
127 S Sawyer Street
Shawano, WI 54166
Phone: 715-701-8908
Email: esheppard@cityofshawano.com
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  
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-eight (28) pages including cover sheets, Appendix A (Scope of Services) and Appendix B (East Central’s Shortform for Locally Funded Contracts).

For the CITY OF SHAWANO

By:  
Ed Whealon, Mayor  
City of Shawano

Date:

For the COMMISSION

By:  
Eric Fowle, AICP  
Executive Director

Date:
Scope of Services
City of Shawano - 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 City of Shawano’s Comprehensive Plan in accordance with Wisconsin State Statutes 66.1001. See Exhibit 1. Additionally, a stand-alone, yet integrated Bicycle & Pedestrian Master Plan would be created parallel to this effort.

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 success using a consistent and simple engagement process. First, an update of all factual information contained within the existing 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. We have found that communities are more likely to implement a comprehensive plan that focuses on a community’s primary issues and opportunities. Therefore, 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 and logical steps are provided as a guide for how to achieve the vision.

Public Participation

Public participation and engagement is generally sought in three 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 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 may be required to meet the established land use vision. One of two optional activities is included in this scope of work as detailed later.

3) Through the convening of an Intergovernmental Stakeholder meeting near the end of the planning process, but prior to adoption, in order to proactively seek input about the plan.

OPTION #1 - Community-Wide Visioning Workshop
In order to better gauge community members’ knowledge of, and ideas about, current and future land use issues, East Central proposes that a community-wide visioning workshop be held at the onset of the planning process. This visioning workshop consists 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 community’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 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 community. 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 Chief Elected Official, Board Members, Plan Commissioners and others with a goal of having a representative group of at least 20-25 individuals from throughout the community representing the following interests:

- Interested/Affected Residents
- Board Members
- Plan Commission Members
- Business Leaders
- Citizen Group Representatives
- School District Representatives
- Youth 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
EXHIBIT 1: COMPREHENSIVE PLANNING REQUIREMENTS & PROCESS

Enabling Legislation
Section 66.1001 Wisconsin State Statutes
Signed into law in October 1999

Required Elements
- **Issues and Opportunities**
  - Population, household structure, education and income
- **Housing**
  - Age, structural, value and occupancy characteristics of existing housing stock
- **Transportation**
  - Existing transportation facilities including highways, transit, walking, bicycling, railroads, air transportation, trucking, water
- **Utilities and Community Facilities**
  - Sanitary sewer, storm sewer management, water supply, solid waste disposal, on-site wastewater treatment, recycling facilities, parks, telecommunications, power generating plants and transmission lines, health and childcare facilities, police, fire, EMS, libraries, schools, and other governmental facilities
- **Agricultural, Natural and Cultural Resources**
  - Groundwater, forests, agriculture, environmental sensitive areas, threatened and endangered species, surface waters, floodplains, wetlands, wildlife habitat, metallic and non-metallic mineral resources, parks, opens spaces, historic and cultural resources
- **Economic Development**
  - Labor force characteristics, commuting patterns, economic base information
- **Land Use**
  - Amount, type, intensity and density of existing land uses, trends in supply, demand and price of land
- **Intergovernmental Cooperation**
  - Relationship of local governmental unit to adjacent communities, school districts, county, special districts and systems, state and regional agencies
- **Implementation**
  - Compilation of programs and specific actions to implement the goals, strategies and recommendations

Procedures for Adoption
- Adoption of written procedures designed to foster public participation
- Class I (30 day notice)
- Public Hearing
- Adoption of a resolution by Plan Commission recommending adoption of plan by Board/Council
- Adoption of ordinance by T Board/Council adopting plan

Consistency Requirements
(If a local governmental unit enacts or amends any of the following ordinances, the ordinance shall be consistent with that local governmental unit's comprehensive plan)
- Official mapping ordinances
- Local subdivision ordinances
- Zoning ordinance
- Shorelands or wetlands in shorelands zoning ordinances
In summary, the visioning workshop process will generate materials that will enhance the community’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. Written reports and maps will be developed to document and assess the information generated from the workshop.

OPTION #2 - On-Line Visioning Survey
Traditional on-line questionnaires of multiple choice or open-ended varieties can be developed using Survey Monkey or Get Feedback and will used to gauge community attitudes toward land use issues. Some of the in-person workshop exercises can also be replicated using ArcGIS StoryMaps as an input device if desired. Written reports and maps containing analysis of the feedback will be prepared and reviewed with the Plan Commission.

Plan Commission Role

East Central will work with the Plan Commission as the primary body for discussion and decision-making throughout the Comprehensive Plan Update 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;
- Consideration of discussion questions prior to Plan Commission meetings on the subject;
- Review of community-wide workshop/survey results and a determination of priority issues to address in the plan;
- Evaluation of the plan’s vision, goals, framing concepts, policies, strategies and actions 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.

Comprehensive Planning Process & Structure

After engaging the general public and the Plan Commission, the ideas which were generated are categorized and prioritized in order to align with the Comprehensive Plan’s nine base elements. As shown in Exhibit 2, the process utilizes this information in conjunction with the background/inventory data and trends analysis to generate focused discussions with the Plan Commission using a short set of pre-determined questions. Ultimately, the comprehensive plan land use map and a series of Framing Concepts are developed. Overall, the plan’s format utilizes a consistent hierarchy as follows:
EXHIBIT 2: COMPREHENSIVE PLAN PROCESS & TIMEFRAMES

ECWRPC Comprehensive Planning Process

1. Organization (Months 1 and 2)
   - Create and adopt a Public Participation Plan (Plan Commission & Bd.)
   - Establish comprehensive plan update webpage / communications
   - Appoint Ad Hoc Members to Plan Commission (optional)
   - Prepare Preliminary Demographic Information

2. Plan Kickoff Meeting & Visioning (Months 3 through 5)
   - Kickoff Meeting with Plan Commission (Month 3)
     - Review Process & Responsibilities
     - Present Preliminary Demographic Information
     - Conduct SWOT Exercise
     - Establish Public Participation Event Details (optional)

3. (Optional) Public Participation Event (Month 4 or 5)

4. Inventory Assessment & Issue Identification (Months 3 through 10)
   - Update Background/Inventory Elements
   - Develop background maps
   - Meet with Plan Commission (Month 5 or 6)
     - Review (Optional) Workshop results
     - Identify and prioritize issues and opportunities
     - Develop vision statement
     - Review Issues & Opportunities/Housing/Economic Dev. Elements
       - Develop Framing Concepts
   - Meet with Plan Commission (Month 7 or 8)
     - Transport. /Utilities & CF/Ag., Nat., Cult. Res. Elements
       - Develop Framing Concepts
   - Meet with Plan Commission (Month 9 or 10)
     - LU/Intergovernmental Coop./Implementation Elements
       - Develop Framing Concepts

5. Framing Concept Development (Months 6 through 13)
   - Develop draft Framing Concepts (Goals, Policies, Strategies, & Actions)
   - Develop draft Future Land Use Map
   - Meet with Plan Commission (Month 13)
     - Review draft Framing Concepts & Future Land Use Map

6. Final Plan Development (Months 13 through 16)
   - Final plan writing and recommendations
   - Develop final future land use map
   - Hold Intergovernmental Meeting with Plan Commission (Month 15)
   - Meet with Plan Commission (Month 16)
     - Approve draft plan for public review

7. Plan Review, Public Hearing and Adoption (Months 16 through 18)
   - Develop press release
   - Publish 30 day, Class I notice
   - Plan Commission Meeting (Month 17)
     - Hold Public Hearing / Recommendation to Board by resolution
   - Board/Council adoption of plan update (amendment) by ordinance (Month 18)
1) The Vision: An aspirational description of what is to be achieved or accomplish in the mid-term or long-term future. It is intended to serve as a clear guide for choosing current and future courses of action. It describes how the community will look, feel, and function over the next 20 years. It is an over-arching framework which permeates the plan and informs supporting thematic goals, policies, and strategy directions.

2) Goals: Broad and general expressions of a community's aspirations, towards which the planning effort is directed. The theme-oriented goals tend to be long-term and more of an end rather than means. One overarching goal was developed for each of the nine plan elements.

3) Framing Concepts: Framing Concepts were derived from the data analysis and discussions with the Plan Commission throughout the process. Framing Concepts provide more detailed discussion of key issues as well as big ideas expressed in relation to the goals. These may include maps showing where in the community particular policies apply, detailed description of strategic directions, specific action items as well as diagrams and photo imagery to help convey specific points. Individual “fact sheets” will be prepared for each Framing Concept. All of the Fact Sheets are then contained in a single chapter for easy reference and use in conveying the future direction of the community. Within each Fact Sheet, the following items are generated as applicable:

- Policies: Rules or courses of action necessary to achieve the goals from which they are derived. Policies speak to underlying values, context, or principles and are often place specific.

- Strategies: A system of projects, programs, actions or services necessary to achieve and/or support plan goals, policies and framing concepts. A program, action, or practice supporting one or more policy statements. Strategies address at a high level, the “who, what, when, where, and how” of reaching a goal. A strategy may include multiple sub-strategies. While the timeframes may seem aggressive, they are for planning purposes only and will require prioritization by the elected and appointed officials and staff. For example, not all items identified to be completed in the first year will be possible; there are just not enough staffing resources.

- Actions: The final section of each Framing Concept shows how to make these plans a reality, outlining immediate, short term, and midterm action steps for the community and other entities as well as suggesting resources to facilitate future action.
Bicycle & Pedestrian Plan / Planning Process

The Bicycle & Pedestrian Master Plan will occur parallel to the Comprehensive Plan effort, but will utilize a more focused body of stakeholders (Steering Team) to be convened at the discretion of the City. The project includes seven steps ranging from public outreach to data collection and the generation of policy recommendations as shown in Exhibit 3. A system-wide map of the proposed City of Shawano Future Bicycle & Pedestrian Network will be prepared based on Steering Team input and plan recommendations.

PROJECT TIMEFRAME

The project would initiate on February 1, 2020 and would be completed over an 18 month period ending with delivery of the final documents by September 30, 2021. Exhibit 2 illustrates the general tasks and timeframes for the project.

CONTRACT DELIVERABLES

Within 60 days of the approval of the final document by the City Council, 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) 2 printed copies each of the existing and future land use maps in a display size format.

Printed copies of the above materials can be produced at the rate specified on the cost estimate.

COST ESTIMATE & METHOD OF PAYMENT

The following estimate of costs (Exhibit 4) 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 community 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.
EXHIBIT 3: BICYCLE & PEDESTRIAN PLAN PROCESS

Task 1: Project Management
- Task 1.1*: Project Management Meetings with Staff
- Task 1.2*: Progress Reports and Invoicing

Task 2: Public Outreach and Stakeholder Coordination
- Task 2.1*: Public Information Meeting
- Task 2.2: One-on-One Stakeholder Meetings (Up to 5)
- Task 2.3: Project Steering Team Meetings (Up to 5)
- Task 2.4: Develop Vision, Goals, and Objectives Based on the 6 E’s

Task 3: Data Collection and Existing Conditions Assessment
- Task 3.1: Review of Plans, Policies, and Background/Context (*City to assist in providing reports*)
- Task 3.2*: GIS Data Assembly and Base Mapping
- Task 3.3 Bicycle/Pedestrian Counts Using Infrared and Pneumatic Counters (Up to 12 Locations)

Task 4: Program and Policy Recommendations
- Task 4.1: Develop Program and Policy Recommendations

Task 5: Bicycle and Pedestrian Network
- Task 5.1: City Network Development
- Task 5.2: Field Reconnaissance
- Task 5.3: City Network Recommendations

Task 6: Prioritization, Implementation, and Funding Strategies
- Task 6.1: Develop Prioritization, Implementation, and Funding Strategies

Task 7: Draft and Final Plan Development
- Task 7.1: Draft Plan Development and Review
- Task 7.2: Develop Summary Document
- Task 7.3: Final Plan Preparation
  - This includes a presentation to the Plan Commission and City Council.
- Task 7.4: Plan Review and Approval Process/Attendance at meetings
- Task 7.5: Attend Public Event to Get Feedback on the Draft Bike/Ped Plan
- Task 7.6: Provision of electronic version of final Bike/Ped Plan and ten (10) bound and printed copies.
- Task 7.7: Integrate plan into comprehensive plan by reference and as an appendix.

*denotes items that are already considered in the comprehensive plan process.
## EXHIBIT 4: COST ESTIMATE

<table>
<thead>
<tr>
<th>Task</th>
<th>Comprehensive Plan</th>
<th>Bicycle / Pedestrian Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Update of Inventories/Demographics</td>
<td>$ 9,000.00</td>
<td>$ 1,000.00</td>
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<tr>
<td>GIS Mapping</td>
<td>$ 3,500.00</td>
<td>$ 1,000.00</td>
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<tr>
<td>Public Participation Event/Report (Select Option 1 or 2) / Stakeholder Interviews</td>
<td>$ 2,500.00</td>
<td>$1,500.00</td>
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<tr>
<td>Plan Commission/Steering Team Meetings/ Plan Element Preparation</td>
<td>$ 3,500.00</td>
<td>$ 2,500.00</td>
</tr>
<tr>
<td>Plan Framing Concept Preparation</td>
<td>$ 2,500.00</td>
<td>-</td>
</tr>
<tr>
<td>Final Plan Writing &amp; Formatting</td>
<td>$ 2,500.00</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>Plan Approval Process (including Intergovernmental Meeting), Finalization, Printing* &amp; Distribution</td>
<td>$ 1,500.00</td>
<td>$500.00</td>
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<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$25,000.00</strong></td>
<td><strong>$8,500.00</strong></td>
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<td>*Program and Technical Assistance Credit (~15-20%)</td>
<td>($4,000.00)</td>
<td>($1,000.00)</td>
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<td><strong>NET COST</strong></td>
<td><strong>$21,000.00</strong></td>
<td><strong>$7,500.00</strong></td>
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<tr>
<td><strong>TOTAL COST (BOTH PROJECTS)</strong></td>
<td></td>
<td><strong>$28,500.00</strong></td>
</tr>
</tbody>
</table>

*Hardcopy printed versions of the comprehensive plan document are not included in these quotes. Full color, bound documents can be printed at a cost of $75 per document.

East Central will invoice the community in three (nearly) equal installments – two of $10,000 each during calendar year 2020 and the third ($8,500) in 2021 at the completion of the project. Each invoice shall be accompanied by a short report of major tasks completed during each period. See contract document in Appendix B for specific details.
PROJECT STAFFING

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

- Eric W. Fowle, AICP – Executive Director
- Tom Baron - Principal Planner (Project Lead)
- Todd Verboomen – Principal Environmental Planner
- Kim Biedermann – Regional Bicycle & Pedestrian Planner
- Kolin Erickson – Associate Transportation Planner
- Anna Hogan – GIS Assistant

INFORMATION REQUIRED FROM COMMUNITY / RESPONSIBILITIES

The community will provide East Central with a copy of its current Citizen Participation Plan document for updating and the Plan Commission and Board shall adopt the updated version prior to the initiation of the public process.

The community 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 community’s elected officials or residents.

The community is responsible for distribution of notices and copies of the adopted comprehensive plan, as required by Wisconsin State Statutes 66.1001.

CONTINUED PLANNING ASSISTANCE

As continued member of the East Central Wisconsin Regional Planning Commission by virtue of your County’s membership, the community is entitled to receive continuing planning and support services (subject to the Commission’s overall capacity and funding limitations) to assist in the implementation of this plan, once completed.
EXPERIENCE & 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. Their current staffs of 21 professionals have impressive longevity with the agency, hence a greater familiarity with the region. 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 (WQM) designations at the State and Federal level.

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 47 year history. Its current Director has been employed by the Commission for over 20 years and its Transportation Director for over 25 years. Our 21 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 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. A more specific list of recent plans that were developed and published in recent years can be found at http://www.ecwrpc.org/documents/.

Project: Town of Greenville Year 2040 Comprehensive Plan
Community: Town of Greenville, Outagamie County
Completion Date: July, 2019

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

Project: Town of Byron Year 2040 Comprehensive Plan Update
Community: Town of Byron, Fond du Lac County
Completion Date: June, 2017
Sample Work: http://www.ecwrpc.org/programs/comprehensive-planning/Town-of-byron/
APPENDIX B:
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION
SHORTFORM FOR LOCALLY FUNDED CONTRACTS
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 CITY.
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 CITY and shall prepare and present such information, studies, and reports as may be necessary or as may be requested by the CITY 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 CITY. The COMMISSION is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by CITY required changes in the detail of the services.
5. Meetings may be scheduled at the request of the COMMISSION or the CITY 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 CITY 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 CITY 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 CITY in writing when the services have been completed. Upon the CITY’s subsequent determination that the services have satisfactorily been completed, the CITY 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. The COMMISSION shall notify the CITY in writing when unreasonable delays are experienced and shall include documented compensation amounts being invoiced prior to the end of the expiration of the contract.

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 CITY prior to **July 30, 2021**, which is 60 days before the original CONTRACT completion date of **September 30, 2021**.

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 CITY.
   2. In the event the CONTRACT is terminated by the CITY 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 CITY bears the total amount of services provided for herein, as determined by mutual agreement between the COMMISSION and the CITY as the CONTRACT amendment.
   3. In the event the services of the COMMISSION are terminated by the CITY for fault on the part of the COMMISSION, the COMMISSION shall be paid a reasonable value of the services rendered and delivered to the CITY 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 CITY 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 CITY 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 CITY 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 ($10,000) – Invoiced by May 31, 2020 / Payment made by June 30, 2020
   - Payment #2 ($10,000) – Invoiced by October 31, 2020 / Payment made by November 30, 2020
   - Payment #3 ($8,500) – Invoiced by September 30, 2021 / Payment made by October 30, 2021

4. The final invoice shall be submitted to the CITY 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 CITY, upon completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the CITY. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.
5. The CITY has the equitable right to set off against any sum due and payable to the COMMISSION under this CONTRACT, any amount the CITY determines the COMMISSION owes the CITY, 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 CITY would require the discarding or redoing of services which were based upon earlier direction or approvals, or instruction given by the CITY would involve services not within the scope of services, the COMMISSION must notify the CITY in writing if it desired extra compensation or a time extension. The CITY will review the COMMISSION’s submittal and if acceptable, approve a CONTRACT amendment.

7. Schedule for payment:

8. All invoices are payable by the CITY 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:

   Mr. Eddie Sheppard, Administrator
   City of Shawano
   127 S Sawyer Street
   Shawano, WI 54166
   Phone: 715-701-8908
   Email: esheppard@cityofshawano.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 CITY unless specifically identified as material or data that is proprietary in nature. All project documents provided to the CITY by the COMMISSION or by any third party which pertains to this CONTRACT are property of the CITY AND THE COMMISSION.

2. Upon demand by the CITY, all project documents (excluding information that may be proprietary in nature) shall be delivered to the CITY. Project documents may be used without restriction by the CITY AND THE COMMISSION for any purpose. Any such use shall be without compensation or liability to the
COMMISSION. The CITY AND THE COMMISSION have all rights to copyright or otherwise protect the project documents which are the property of the CITY 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 CITY 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 CITY 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
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 CITY 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 CITY 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 CITY 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 CITY at the time of execution or during the life of this contract without prior written approval from the CITY.

3. The COMMISSION warrants that it will immediately notify the CITY if an actual or potential conflict of interest arises or becomes known to the COMMISSION. Upon receipt of such notification, the CITY 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 CITY.

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 CITY or other such remedy as the CITY 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.
Scope of Work & Contract for Services
Town of Caledonia, Wisconsin

Preparation of Year 2040 Comprehensive Plan Update

Updated – December 12, 2019
December 12, 2019

Ms. Paula Pagel, Chair
Town of Caledonia
E9181 State Road 96
PO Box 190
Readfield, WI 54969

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

Chair Pagel,

Thank you for the opportunity to work with the Town on the preparation of a Comprehensive Plan Update. Based on our recent communications, please find enclosed a modified and final contract and scope of work document for the Town's consideration.

If the Town agrees, please sign both and send one of them back to our office for our files. Our Steering Committee will meeting on December 20th whereby they can take action on approving the final contract.

Please contact me at (920) 751-4770 or efowle@ecwrpc.org if any additional questions or concerns arise.

Sincerely,

Eric Fowle, AICP
Executive Director

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

FOR PROJECT NUMBER: 2447-020
COMPREHENSIVE PLAN UPDATE

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

Preparing and update to the existing Town of Caledonia 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 not to exceed $14,500.00 to be paid in three (3) installments for work completed between January 1, 2020 and May 31, 2021 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 Emily Miller, Clerk for the Town of Caledonia whose work address/e-mail address and telephone number is:

Emily Miller, Clerk
E9181 State Road 96
PO Box 190
Readfield, WI 54969
Phone: (920) 667-4773
Email: caledoniatownclerk@gmail.com
The COMMISSION Representative is Kathy Thunes, 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: kthunes@ecwrpc.org

The parties agree to all of the provisions which are appended to 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 TOWN OF CALEDONIA
By:___________________________________
Paula Pagel, Chair
Town of Caledonia

Date:_________________________________

For the COMMISSION
By:___________________________________
Eric Fowle, AICP
Executive Director

Date:_________________________________
APPENDIX A: SCOPE OF SERVICES FOR
PROJECT NUMBER: 2447-020
Appendix A - Scope of Services

Town of Caledonia 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 Caledonia’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 Caledonia’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 in which East Central staff will attend to present the draft plan and answer questions. 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. This proposal does NOT include such forums, but if determined to be needed, these can be discussed and handled through a formal contract amendment at an agreed upon cost at that time.

3) Through the convening of an Intergovernmental Stakeholder meeting near the end of the planning process, but prior to adoption, in order to proactively seek input about the plan.
Prior Survey Work
This scope of work includes the review and incorporation of the Town’s 2017 Survey Feedback. A written analysis (included as an Appendix) will be prepared and reviewed with the Plan Commission to assist in the development of the plan update.

General Plan Content & Process
Ideas generated throughout the planning process will be categorized and prioritized in order to align with the Comprehensive Plan’s nine base elements. The process utilizes this information in conjunction with the background/inventory data and trends analysis to generate focused discussions with the Plan Commission using a short set of pre-determined questions. Ultimately, the comprehensive plan land use map and a series of Framing Concepts are developed. Overall, the plan’s format utilizes a consistent hierarchy as follows:

1. The Vision: An aspirational description of what is to be achieved or accomplish in the mid-term or long-term future. It is intended to serve as a clear guide for choosing current and future courses of action. It describes how the community will look, feel, and function over the next 20 years. It is an over-arching framework which permeates the plan and informs supporting thematic goals, policies, and strategy directions.

2. Goals: Broad and general expressions of a community’s aspirations, towards which the planning effort is directed. The theme-oriented goals tend to be long-term and more of an end rather than means. One overarching goal was developed for each of the nine plan elements.

3. Framing Concepts: Framing Concepts were derived from the data analysis and discussions with the Plan Commission throughout the process. Framing Concepts provide more detailed discussion of key issues as well as big ideas expressed in relation to the goals. These may include maps showing where in the community particular policies apply, detailed description of strategic directions, specific action items as well as diagrams and photo imagery to help convey specific points. Individual “fact sheets” will be prepared for each Framing Concept. All of the Fact Sheets are then contained in a single chapter for easy reference and use in conveying the future direction of the community. Within each Fact Sheet, the following items are generated as applicable:

- Policies: Rules or courses of action necessary to achieve the goals from which they are derived. Policies speak to underlying values, context, or principles and are often place specific.
• Strategies: A system of projects, programs, actions or services necessary to achieve and/or support plan goals, policies and framing concepts. A program, action, or practice supporting one or more policy statements. Strategies address at a high level, the “who, what, when, where, and how” of reaching a goal. A strategy may include multiple sub-strategies. While the timeframes may seem aggressive, they are for planning purposes only and will require prioritization by the elected and appointed officials and staff. For example, not all items identified to be completed in the first year will be possible; there are just not enough staffing resources.

• Actions: The final section of each Framing Concept shows how to make these plans a reality, outlining immediate, short term, and midterm action steps for the community and other entities as well as suggesting resources to facilitate future action.

Special Conditions
In addition to the standard contents of the plan noted above, it is understood that the following items will be specifically addressed as part of this scope of work:

1. The updated Comprehensive Plan should be customized to reflect the local issues, needs, and solutions of town residents and should not be “boiler plate”. In addition to the nine required elements, the Plan shall include:

   a. A parks/recreation chapter based on the Comprehensive Outdoor Recreation Plan to support future grant writing opportunities.

   b. Extensive local non-metallic mining information from the Ad Hoc Non-Metallic Mining Committee’s research, relevant maps produced by ECWRPC, and recommendations approved by the Town Board

   c. A long range local roads plan for township roads including truck routes, Class B roads, law enforcement, etc.

   d. The revised Comprehensive Plan will reflect information from the most recent American Community Survey information both in the data tables and in the narrative.

   e. Although the Preferred Land Use Map was updated as a new baseline in 2019, the Plan Commission may make additional adjustments to the map as the updated Comprehensive Plan is developed. Maps will continue to be parcel based and not include generalized use because of the difficulties with implementation.

   f. The updated Comprehensive Plan narrative and recommendations will provide guidance for commissioners when requests are made for changes in the Preferred Land Use Map or through conditional use permits.
g. Narrative will be included that indicates where Plan Commissioners are amenable to change in areas of the Preferred Land Use Map if specific criteria are met. The narrative will include examples.

**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, 2020 and would be completed over an 18 month period ending with delivery of the final documents by May 31, 2021 as shown in Figures 1 and 2 on the following pages.

**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) 15 printed, full-color copies of the Town of Caledonia 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) Once copy of a select set of display-size (24”x36”) colored maps utilized in the plan document (Preferred Land Use, Existing Land Use, Road Plan, etc.).
4) 10 copies of a select set of 11x17 size colored maps utilized in the plan document (Preferred Land Use, Existing Land Use, Road Plan, etc.)

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.
## Figure 1 – Tasks & Timeframes for Town of Caledonia 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><strong>Organization</strong></td>
<td>Jan.-Feb., 2020</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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<tr>
<td><strong>Plan Kickoff Meeting &amp; Visioning</strong></td>
<td>Jan.-Mar., 2020</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>• On-Line Survey Development / Implementation</td>
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<tr>
<td><strong>Inventory/Analysis &amp; Issue Identification/Vision &amp; Goal Development</strong></td>
<td>Jan. – Sept., 2020</td>
<td>• Update inventory of the physical, social, and economic resources of the Town</td>
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<td>• Development of background maps</td>
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<td>• Meet with Town Plan Commission</td>
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<td>• Review Survey 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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<tr>
<td><strong>Plan Framing Concepts, Strategies &amp; Recommendations</strong></td>
<td>Sept.-Nov., 2020</td>
<td>• Develop Plan Framing Concepts and draft strategies and 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 Framing Concepts and strategies and land use plan map</td>
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<td><strong>Plan Implementation</strong></td>
<td>Dec., 2020 – Feb., 2021</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><strong>Plan Review, Public Hearing &amp; Adoption</strong></td>
<td>March, 2021</td>
<td>• Develop press release</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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<td><strong>Plan Printing &amp; Distribution Activities</strong></td>
<td>May, 2021</td>
<td>• Plan printing and delivery</td>
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Figure 2: Project Timeline and Invoicing Schedule

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<tr>
<th>Task</th>
<th>Jan '20</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May ($)</th>
<th>Jun</th>
<th>July</th>
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<th>Nov</th>
<th>Dec</th>
<th>Jan '21</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May ($)</th>
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<td>Create/Update Citizen Participation Plan</td>
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<td>Hold Intergovernmental &amp; Public Informational Meeting</td>
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<td>Plan Commission (approve for public review)</td>
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<td>Public Review Period</td>
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<td>Plan Commission (Public Hearing / plan approval)</td>
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<td>Town Board Approval</td>
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Note: $ symbol indicates project invoicing/payment period.
**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.

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Update of Inventories/Demographics</td>
<td>$5,000.00</td>
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<tr>
<td>GIS Mapping</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>2017 Survey Review/Report</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Plan Commission Meetings/Preparation</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Plan Generation/Alternative Development</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Final Plan Writing &amp; Recommendations</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Plan Printing &amp; Distribution</td>
<td>$2,000.00</td>
</tr>
<tr>
<td><em>Program and Technical Assistance Credit due to Waupaca Co. Membership ($4,000.00)</em></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$14,500.00</strong></td>
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East Central will invoice the Town in three separate installments (two of $5,000 during calendar year 2020, and the remaining $4,500 during 2021 as indicated by the ($) 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
- Anna Hogan – GIS Specialist
**Information Required from the Town and Other Responsibilities**

The Town will approve an updated Citizen Participation Plan document prior to the initiation of the public process.

The Town of Caledonia 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 Caledonia is responsible for mailing copies of the adopted comprehensive plan and notices, 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 Waupaca County, the Town of Caledonia 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 47 year history. Its current Director has been employed by the Commission for over 22 years and its Transportation Director for over 25 years. Our 21 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.

<table>
<thead>
<tr>
<th>Project: Project:</th>
<th>Town of Byron Year 2040 Comprehensive Plan Update</th>
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<tbody>
<tr>
<td>Community:</td>
<td>Town of Byron, Fond du Lac County</td>
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<tr>
<td>Completion Date:</td>
<td>June, 2017</td>
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<tr>
<th>Project: Project:</th>
<th>Town of Buchanan Year 2040 Comprehensive Plan Update</th>
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<tr>
<td>Community:</td>
<td>Town of Buchanan, Outagamie County</td>
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<tr>
<td>Completion Date:</td>
<td>June, 2018</td>
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<tr>
<th>Project: Project:</th>
<th>Village of Hortonville Comprehensive Plan Update 2035</th>
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<tr>
<td>Community:</td>
<td>Village of Hortonville, Outagamie County</td>
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<tr>
<td>Completion Date:</td>
<td>April, 2014</td>
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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/).
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 TOWNS’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. The COMMISSION shall notify the TOWN in writing when unreasonable delays are experienced and shall include documented compensation amounts being invoiced prior to the end of the expiration of the contract.
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, 2021**, which is 60 days before the original CONTRACT completion date of **May 31, 2021**.
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, 2020 / Payment made by June 30, 2020
   - Payment #2 ($5,000) – Invoiced by October 31, 2020 / Payment made by November 30, 2020
   - Payment #3 ($4,500) – Invoiced by May 31, 2021 / Payment made by June 30, 2021

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:

Natalie Snyder, Clerk
E9181 State Road 96
PO Box 190
Readfield, WI 54969
Phone: (920) 667-4773
Email: caledoniatownclerk@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 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.
Scope of Work & Contract for Services
Town of Lessor, Wisconsin

Preparation of Year 2040 Comprehensive Plan Update

November, 2019
November 19, 2019

Mr. Delmar Zernicke, Chair  
Town of Lessor  
W4055 Landstad Road  
Bonduel, WI  54107

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

Dear Chair Zernicke,

Thank you for the opportunity to meet regarding the Commission’s potential involvement in assisting the Town of Lessor with an update of its Comprehensive Plan. Please find enclosed a detailed scope of work and contract for the preparation of an update that provides three different options for conducting such work.

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

Please share this information with your Plan Commission and Board and don’t hesitate to contact me with any questions you may have at (920) 751-4770 or 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 LESSOR, WISCONSIN

FOR PROJECT NUMBER: 2444-20
COMPREHENSIVE PLAN UPDATE

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

Preparing and update to the existing Town of Lessor 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 $18,000 to be paid in three (3) installments for work completed between February 1, 2020 and September 30, 2021 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 Katie Sprangers, Clerk for the Town of Lessor whose work address/e-mail address and telephone number is:

Katie Sprangers, Clerk
Town of Lessor, Shawano County
W4055 Landstad Road, Bonduel, WI 54107
920-833-1377
town.lesser@gmail.com
The COMMISSION Representative is Kathy Thunes, 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: kthunes@ecwrpc.org

The parties agree to all of the provisions which are annexed and made a part of the CONTRACT consisting of twenty-five (25) pages including cover sheets, Appendix A (Scope of Services) and Appendix B (East Central’s Shortform for Locally Funded Contracts).

For the TOWN OF LESSOR

By: Delmar Zernicke, Chair
    Town of Lessor

Date: _________________________________

For the COMMISSION

By: Eric Fowle, AICP
    Executive Director

Date: _________________________________
Scope of Services
Town of Lessor - 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 Lessor’s Comprehensive Plan in accordance with Wisconsin State Statutes 66.1001. See Exhibit 1.

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 success using a consistent and simple engagement process. First, an update of all factual information contained within the existing 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. We have found that communities are more likely to implement a comprehensive plan that focuses on a community’s primary issues and opportunities. Therefore, 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 and logical steps are provided as a guide for how to achieve the vision.

Public Participation

Public participation and engagement is generally sought in three 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 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 may be required to meet the established land use vision.
3) Through the convening of an Intergovernmental Stakeholder meeting near the end of the planning process, but prior to adoption, in order to proactively seek input about the plan.

**EXHIBIT 1: COMPREHENSIVE PLANNING REQUIREMENTS & PROCESS**

**Enabling Legislation**
Section 66.1001 Wisconsin State Statutes
Signed into law in October 1999

**Required Elements**
- **Issues and Opportunities**
  - Population, household structure, education and income
- **Housing**
  - Age, structural, value and occupancy characteristics of existing housing stock
- **Transportation**
  - Existing transportation facilities including highways, transit, walking, bicycling, railroads, air transportation, trucking, water
- **Utilities and Community Facilities**
  - Sanitary sewer, storm sewer management, water supply, solid waste disposal, on-site wastewater treatment, recycling facilities, parks, telecommunications, power generating plants and transmission lines, health and childcare facilities, police, fire, EMS, libraries, schools, and other governmental facilities
- **Agricultural, Natural and Cultural Resources**
  - Groundwater, forests, agriculture, environmental sensitive areas, threatened and endangered species, surface waters, floodplains, wetlands, wildlife habitat, metallic and non-metallic mineral resources, parks, opens spaces, historic and cultural resources
- **Economic Development**
  - Labor force characteristics, commuting patterns, economic base information
- **Land Use**
  - Amount, type, intensity and density of existing land uses, trends in supply, demand and price of land
- **Intergovernmental Cooperation**
  - Relationship of local governmental unit to adjacent communities, school districts, county, special districts and systems, state and regional agencies
- **Implementation**
  - Compilation of programs and specific actions to implement the goals, strategies and recommendations

**Procedures for Adoption**
- Adoption of written procedures designed to foster public participation
- Class I (30 day notice)
- Public Hearing
- Adoption of a resolution by Plan Commission recommending adoption of plan by Board/Council
- Adoption of ordinance by Board/Council adopting plan

**Consistency Requirements**
(If a local governmental unit enacts or amends any of the following ordinances, the ordinance shall be consistent with that local governmental unit's comprehensive plan)
- Official mapping ordinances
- Local subdivision ordinances
- Zoning ordinance
- Shorelands or wetlands in shorelands zoning ordinances
Community-Wide Visioning Workshop (OPTIONAL – See Cost Estimate)

In order to better gauge community members’ knowledge of, and ideas about, current and future land use issues, East Central proposes that a community-wide visioning workshop be held at the onset of the planning process. This visioning workshop consists 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 community’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 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 community. 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 Chief Elected Official, Board Members, Plan Commissioners and others with a goal of having a representative group of at least 20-25 individuals from throughout the community representing the following interests:

- Interested/Affected Residents
- Board Members
- Plan Commission Members
- Business Leaders
- Citizen Group Representatives
- School District Representatives
- Youth 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 community’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. Written reports and maps will be developed to document and assess the information generated from the workshop.

**On-Line Visioning (OPTIONAL – See Cost Estimate)**
Traditional on-line questionnaires of multiple choice or open-ended varieties can be developed using Survey Monkey and used to gauge community attitudes toward land use issues. Some of the in-person workshop exercises can be replicated using ArcGIS StoryMaps as an input device. Written reports containing analysis of the feedback will be prepared and reviewed with the Plan Commission.

**Plan Commission Role**

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;
- Consideration of discussion questions prior to Plan Commission meetings on the subject;
- Review of community-wide workshop/survey results and a determination of priority issues to address in the plan;
- Evaluation of the plan’s vision, goals, framing concepts, policies, strategies and actions 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.

**Planning Process & Structure**

After engaging the general public and the Plan Commission, the ideas which were generated are categorized and prioritized in some manner to align with the Comprehensive Plan’s nine base elements. This information is used in conjunction with the background/inventory data and trends analysis to generate additional discussion with the Plan Commission using a short set of pre-determined questions. Ultimately, the comprehensive plan document will be formatted in a manner which utilizes a consistent structure and adheres to the following hierarchy:

1. **The Vision:** An aspirational description of what is to be achieved or accomplish in the mid-term or long-term future. It is intended to serve as a clear guide for choosing current and future courses of action. It describes how the community will look, feel, and function over the next 20 years. It is an over-arching framework which permeates the plan and informs supporting thematic goals, policies, and strategy directions.

2. **Goals:** Broad and general expressions of a community’s aspirations, towards which the planning effort is directed. The theme-oriented goals tend to be long-term and more of an end rather than means. One overarching goal was developed for each of the nine plan elements.
3. Framing Concepts: Framing Concepts were derived from the data analysis and discussions with the Plan Commission throughout the process. Framing Concepts provide more detailed discussion of key issues as well as big ideas expressed in relation to the goals. These may include maps showing where in the community particular policies apply, detailed description of strategic directions, specific action items as well as diagrams and photo imagery to help convey specific points. Individual “fact sheets” will be prepared for each Framing Concept. All of the Fact Sheets are then contained in a single chapter for easy reference and use in conveying the future direction of the community. Within each Fact Sheet, the following items are generated as applicable:

- **Policies:** Rules or courses of action necessary to achieve the goals from which they are derived. Policies speak to underlying values, context, or principles and are often place specific.

- **Strategies:** A system of projects, programs, actions or services necessary to achieve and/or support plan goals, policies and framing concepts. A program, action, or practice supporting one or more policy statements. Strategies address at a high level, the “who, what, when, where, and how” of reaching a goal. A strategy may include multiple sub-strategies. While the timeframes may seem aggressive, they are for planning purposes only and will require prioritization by the elected and appointed officials and staff. For example, not all items identified to be completed in the first year will be possible; there are just not enough staffing resources.

- **Actions:** The final section of each Framing Concept shows how to make these plans a reality, outlining immediate, short term, and midterm action steps for the community and other entities as well as suggesting resources to facilitate future action.

**PROJECT TIMEFRAME**

The project would initiate on February 1, 2020 and would be completed over an 18 month period ending with delivery of the final documents by September 30, 2021. Exhibit 2 illustrates the general tasks and timeframes for the project.

**CONTRACT DELIVERABLES**

Within 60 days of the approval of the final document by the community’s Board/Council, 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) 2 printed copies each of the existing and future land use maps in a display size format.

Printed copies of the above materials can be produced at the rate specified on the cost estimate.
ECWRPC Comprehensive Planning Process

1. **Organization (Months 1 and 2)**
   - Create and adopt a Public Participation Plan (Plan Commission & Bd.)
   - Establish comprehensive plan update webpage / communications
   - Appoint Ad Hoc Members to Plan Commission (optional)
   - Prepare Preliminary Demographic Information

2. **Plan Kickoff Meeting & Visioning (Months 3 through 5)**
   - *Kickoff Meeting with Plan Commission (Month 3)*
     - Review Process & Responsibilities
     - Present Preliminary Demographic Information
     - Conduct SWOT Exercise
     - Establish Public Participation Event Details (optional)

3. **(Optional) Public Participation Event (Month 4 or 5)**

4. **Inventory Assessment & Issue Identification (Months 3 through 10)**
   - Update Background/Inventory Elements
   - Develop background maps
   - *Meet with Plan Commission (Month 5 or 6)*
     - Review (Optional) Workshop results
     - Identify and prioritize issues and opportunities
     - Develop vision statement
     - Review Issues & Opportunities/Housing/Economic Dev. Elements
       - Develop Framing Concepts
   - *Meet with Plan Commission (Month 7 or 8)*
     - Transport. /Utilities & CF/Ag., Nat., Cult. Res. Elements
       - Develop Framing Concepts
   - *Meet with Plan Commission (Month 9 or 10)*
     - LU/Intergovernmental Coop./Implementation Elements
       - Develop Framing Concepts

5. **Framing Concept Development (Months 6 through 13)**
   - Develop draft Framing Concepts (Goals, Policies, Strategies, & Actions)
   - Develop draft Future Land Use Map
   - *Meet with Plan Commission (Month 13)*
     - Review draft Framing Concepts & Future Land Use Map

6. **Final Plan Development (Months 13 through 16)**
   - Final plan writing and recommendations
   - Develop final future land use map
   - *Hold Intergovernmental Meeting with Plan Commission (Month 15)*
   - *Meet with Plan Commission (Month 16)*
     - Approve draft plan for public review

7. **Plan Review, Public Hearing and Adoption (Months 16 through 18)**
   - Develop press release
   - Publish 30 day, Class I notice
   - *Plan Commission Meeting (Month 17)*
     - Hold Public Hearing / Recommendation to Board by resolution
   - Board/Council adoption of plan update (amendment) by ordinance (Month 18)
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 community 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>Task</th>
<th>Option #1 (Full Re-Write)</th>
<th>Option #2 (No Public Participation Event)</th>
<th>Option #3 (Bare Bones)</th>
</tr>
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<tbody>
<tr>
<td>Update of Inventories/Demographics</td>
<td>$ 8,000.00</td>
<td>$ 8,000.00</td>
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<tr>
<td>GIS Mapping</td>
<td>$ 2,500.00</td>
<td>$ 2,500.00</td>
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<td>Public Participation Event/Report (Optional)</td>
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<tr>
<td>Plan Commission Meetings/Plan Element Preparation</td>
<td>$ 3,000.00</td>
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<tr>
<td>Plan Framing Concept Preparation</td>
<td>$ 2,000.00</td>
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<tr>
<td>Final Plan Writing &amp; Formatting</td>
<td>$ 2,500.00</td>
<td>$ 2,500.00</td>
<td>$ 2,500.00</td>
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<td>Plan Approval Process (including Intergovernmental Meeting), Finalization, Printing* &amp; Distribution</td>
<td>$ 1,500.00</td>
<td>$ 1,500.00</td>
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<td><strong>SUBTOTAL</strong></td>
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<td><strong>$19,500.00</strong></td>
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<td>Program and Technical Assistance Credit (~15-20%)</td>
<td>($4,000.00)</td>
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<tr>
<td><strong>NET COST</strong></td>
<td><strong>$18,000.00</strong></td>
<td><strong>$16,000.00</strong></td>
<td><strong>$12,500.00</strong></td>
</tr>
</tbody>
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*Hardcopy printed versions of the plan document are not included in these quotes. Full color, bound documents can be printed at a cost of $75 per document.

East Central will invoice the community in three equal installments - two during calendar year 2020 and the third in 2021 at the completion of the project. Each invoice shall be accompanied by a short report of major tasks completed during each period. See contract document for specific details.
PROJECT STAFFING

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

- Eric W. Fowle, AICP – Executive Director
- Kathy Thunes, PE - Principal Planner (Project Lead)
- Todd Verboomen – Principal Environmental Planner
- Kolin Erickson – Associate Transportation Planner
- Anna Hogan – GIS Assistant

INFORMATION REQUIRED FROM COMMUNITY / RESPONSIBILITIES

The community will provide East Central with a copy of its current Citizen Participation Plan document for updating and the Plan Commission and Board shall adopt the updated version prior to the initiation of the public process.

The community 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 community’s elected officials or residents.

The community is responsible for distribution of notices and copies of the adopted comprehensive plan, as required by Wisconsin State Statutes 66.1001.

CONTINUED PLANNING ASSISTANCE

As continued member of the East Central Wisconsin Regional Planning Commission by virtue of your County’s membership, the community is entitled to receive continuing planning and support services (subject to the Commission’s overall capacity and funding limitations) to assist in the implementation of this plan, once completed.

EXPERIENCE & 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. Their current staffs of 21 professionals have impressive longevity with the agency, hence a greater familiarity with the region. 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 (WQM) designations at the State and Federal level.

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 47 year history. Its current Director has been employed by the Commission for over 20 years and its Transportation Director for over 25 years. Our 21 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 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. A more specific list of recent plans that were developed and published in recent years can be found at http://www.ecwrpc.org/documents/.

Project: Town of Greenville Year 2040 Comprehensive Plan
Community: Town of Greenville, Outagamie County
Completion Date: July, 2019

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

Project: Town of Byron Year 2040 Comprehensive Plan Update
Community: Town of Byron, Fond du Lac County
Completion Date: June, 2017
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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. The COMMISSION shall notify the TOWN in writing when unreasonable delays are experienced and shall include documented
compensation amounts being invoiced prior to the end of the expiration of the contract.

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 **July 30, 2021**, which is 60 days before the original CONTRACT completion date of **September 30, 2021**.

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 ($6,000) – Invoiced by May 31, 2020 / Payment made by June 30, 2020
   - Payment #2 ($6,000) – Invoiced by October 31, 2020 / Payment made by November 30, 2020
   - Payment #3 ($6,000) – Invoiced by September 30, 2021 / Payment made by October 30, 2021

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:

    Katie Sprangers, Clerk
    Town of Lessor, Shawano County
    W4055 Landstad Road, Bonduel, WI 54107
    920-833-1377
town.lesser@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 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.