

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
BAY-LAKE REGIONAL PLANNING COMMISSION AND
CITY OF SHEBOYGAN, WISCONSIN
(Comprehensive Plan)**

This Agreement entered this 19th day of March 2024, by and between the City of Sheboygan, (herein called the "City") and the Bay-Lake Regional Planning Commission (herein called the "Commission").

WITNESSETH: The City of Sheboygan is a participating member of the Commission; and

WHEREAS, the City has requested the Commission to provide services for the update of the Comprehensive Plan for the City of Sheboygan; and

WHEREAS, The Commission has a professional staff qualified to undertake such work; and

WHEREAS, the project and the character of the services to be performed by the Commission hereunder are consonant with the powers it possesses and the duties and functions it is created to perform under Wisconsin Statutes Section 66.0309;

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follows:

- I. Engagement of Commission. The City hereby agrees to engage the Commission and the Commission hereby agrees to perform the services hereinafter set forth.
- II. Scope of Work to be Undertaken by the Commission.
 - A. The Commission will provide consultant services as detailed in the *Scope of Services and Cost Proposal: Comprehensive Plan, City of Sheboygan*, dated November 22, 2023 (Attachment A).
 - B. The Commission shall coordinate all of its work with the City Plan Commission or other assigned personnel, to guide the process of preparing the City comprehensive plan update.
- III. Assistance from the City.
 - A. The City agrees to supply all such data and assistance reasonably available to the City upon the request of the Commission.
 - B. The City agrees to notice all public meetings associated with this project in accordance with state law and provide a site for all meetings.
- IV. Personnel
 - A. The Commission represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services under this agreement. It is understood that its personnel shall in no manner be considered employees of the City nor shall they have any contractual relationships with the City.
 - B. All of the services required hereunder will be performed by the Commission or under supervision of its personnel.
 - C. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of the City.

- V. Time of Performance. This contract will be in effect as of the date first above written through __December 31, 2025 and may be extended upon the mutual agreement of the Commission and the City. The project's official start date will be July 1, 2024.
- VI. Total Fee for Services. Total fee for services will be **\$61,672** as detailed on **page 5** of the *Scope of Services and Cost Proposal: Comprehensive Plan, City of Sheboygan, dated November 22, 2023* (Attachment A).
- VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, the City will reimburse the Commission monthly, after receiving an invoice from the Commission. Notwithstanding any provision of this Agreement to the contrary, and pursuant to Wis. Stat. S. 65.06(1), in the event that no funds or insufficient funds are appropriated by City's governing body for the next fiscal year for payments due under this Agreement, this Agreement may be terminated in accordance with Section VIII.
- VIII. Termination for Convenience of the City. If through any cause, barring an act of God, the Commission fails to fulfill the obligations under this contract, or if the Commission violates any of the covenants, agreements, or stipulations of this contract, the City has the right to terminate this contract giving 30-day written notice to the Commission. If the agreement is terminated by the City as provided herein, the Commission will be paid for the actual costs of the services performed under this agreement. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports pertaining to the project prepared by the Commission will, at the option of the City, be made available to it.
- IX. Changes. The City or the Commission may, from time to time, request changes in the scope of work of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the City and the Commission, will be incorporated in written amendments to this agreement.
- X. Equal Opportunity Compliance.
- A. In accordance with s. 16.765, Wis. Stats., the Commission agrees to the provisions below:
- In connection with the performance of work under this Contract, the Commission agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, or national origin.
- This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Commission further agrees to take affirmative action to ensure equal employment opportunities. The Commission agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the nondiscrimination clause.
- B. The Commission shall provide a copy of its Affirmative Action Plan to the City, if requested.
- C. Section 109 of the Housing and Community Development Act of 1974, Title 1, as amended, prohibits discrimination on the basis of race, color, national origin, handicap, age, religion, and sex, within Community Development Block Grant programs or activities.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual, shall, solely, by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.
- E. Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination, on the basis of age, under any program or activity receiving federal funds.

- F. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.
- XI. Interest of Municipal Officials and Others. No officer, member or employee of the City or public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of the City or other public official of the governmental unit within the City have any interest, direct or indirect, in this agreement or the proceeds thereof.
- XII. Assignability. The Commission will not assign or transfer any interest in this agreement without the prior written consent of the City thereto; provided, however, that claims for money due the Commission from the City under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- XIII. Interest of the Commission. No employee of the Commission presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services he/she may be required to perform herein.

IN WITNESS WHEREOF, the City and the Commission have executed this Agreement as of the date first above written.

Attesting Witness:

City of Sheboygan, Sheboygan County, Wisconsin

Ryan Sorenson, Mayor

Meredith DeBruin, City Clerk

Bay-Lake Regional Planning Commission

Brandon G. Robinson, Executive Director

SCOPE OF SERVICES AND COST PROPOSAL: Comprehensive Plan



November 22, 2023

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I. INTRODUCTION

The Bay-Lake Regional Planning Commission ("Commission") has prepared this scope of services as a response to the City of Sheboygan's ("City") request to update the City's Comprehensive Plan, which was previously adopted in 2011.

Wis. Stats. 66.1001 requires every governmental jurisdiction that regulates the use of land through a land division ordinance, shoreland zoning ordinance, general purpose zoning ordinance, or official map to have an adopted comprehensive plan. In addition, as part of the State Statute requirements, a comprehensive plan must be updated at a minimum of every 10 years. The Commission understands that the City's desire to update the plan's content is not only to meet State Statute requirements, but also to ensure the City has an up-to-date tool to make informed land use decisions.

II. OBJECTIVES

The Commission has specified the following objectives in updating the City of Sheboygan Comprehensive Plan:

- To work with the City Plan Commission (or other assigned entity) to prepare an update to the City of Sheboygan Comprehensive Plan which will comply with the requirements of Wis. Stats. 66.1001.
- To encourage citizen participation and to coordinate planning efforts between the City and neighboring municipalities during the plan development process through a series of public meetings.
- To review and update the existing conditions within the City, as necessary.
- To take into account existing City planning studies, as well as comprehensive plans adopted by nearby communities and Sheboygan County.
- To assist with any updates to the vision statement, land use recommendations, goals, and strategies designed to guide the growth and development of the City for the next 20 years.
- To assist the City with the adoption process of the plan by preparing the resolution and ordinance for adoption of the comprehensive plan by the City Plan Commission and the City Council.
- To prepare a comprehensive plan that can be cost effectively updated on a five-to-10 year cycle.
- The Commission will be available at the request of the City to provide additional planning assistance to implement the updated comprehensive plan.

III. SCOPE OF SERVICES

Through a contract agreement between the Commission and the City, the Commission will update the City's Comprehensive Plan by assisting with facilitation of meetings, along with coordination and drafting of the plan document.

Comprehensive Plan Update

The Commission will prepare an update to the City of Sheboygan Comprehensive Plan. The plan will be developed using the following components:

- Accomplishments since the adoption of the previous Comprehensive Plan (2011),
- Background information from the U.S. Census and American Community Survey;
- Review and update of vision statement, policies, and recommendations identified in the City's adopted Comprehensive Plan;
- Incorporate amendments to the Comprehensive Plan update that have been adopted since the City's current plan was adopted (i.e., 2011) and include commentary from other City planning studies (e.g., waterfront, outdoor recreation plan, etc.) that have been developed since then.
- Comments and feedback from the City Plan Commission (or other assigned committee);
- Comprehensive Plan map updates, including changes to the City's land use inventory and 20-year land use plan, and
- Model comprehensive plans that have been utilized by other communities, including the consideration of reorganizing, simplifying, or adding topics/chapters; while still addressing the required elements per Wis. Stats. 66.1001.

The Commission will:

1. Develop an update to the *City of Sheboygan Comprehensive Plan* in Adobe InDesign booklet/brochure format. The updated Comprehensive Plan will meet the requirements of Wis. Stats. 66.1001. To facilitate the development of the plan and to ensure that the plan is a statement of City policy, the Commission will meet with the City Plan Commission or other assigned entity to review and revise the text and mapping.
2. If requested, develop an online story map (i.e., an interactive representation of the City's Comprehensive Plan update), at an additional cost.
3. Format the plan document into a digital file (PDF) to facilitate future revisions and amendments.

IV. PLANNING PROCESS AND TIMELINE

The Commission's staff will meet with the City Plan Commission (or other assigned entity) to update the *City of Sheboygan Comprehensive Plan*.

The Commission staff anticipates up to seven (7) meetings with the City. In order for the plan to be completed in a timely manner and to produce a quality document, the City will be required to review and make comments on the Comprehensive Plan update as it is written and provided to the City by the Commission. The Commission will revise the materials as directed by the City.

To foster public participation throughout the process, the Commission staff will help facilitate an open house, or other public input effort, to educate citizens on the Comprehensive Plan update and obtain their valuable input.

Timeline

A 12 -18 month time period is needed to develop an update to the City's Comprehensive Plan. The proposed timeline provides ample time and opportunity for citizen involvement and thorough review by the City.

Task	2024				2025														
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Mar	Apr	May	June	Jul	Aug	
Task 1: Kickoff	1																		
Task 2: Update Plan Elements			2				3												
Task 3: Outreach & Engagement																			
Task 4: Final Products																			

1 Kickoff Meeting with City Planning Commission (Discuss timeline + project roles + responsibilities + review/revise Public Participation Plan)

Public Engagement (Survey/Workshops)

Project Working Meetings

2 - Information meeting (Finalize outreach process + background + goals)

3 - Information/Working meeting (background + goals + initiate land use/future land use)

4 - Working meeting (review public workshop/survey results, review)

5 - Working meeting (land use/future land use)

6 - Information meeting (implementation + presentation of full draft plan)

7 30-day Public Comment Period and Public Hearing (includes Open house and PC meeting to recommend the adoption of plan via Resolution)

City Council Meeting to adopt plan via Ordinance

8 (Optional) Meeting with City Staff: "How to Use your Comprehensive Plan"

* The timeline may be subject to change, depending on the circumstances

V. DIVISION OF WORK

Commission staff will be responsible for the following:

- Attending one (1) project kickoff meeting, up to five (5) project meetings, and one (1) open house/public hearing;
- Preparing/facilitating 1 - 2 nominal group workshops, an interactive citizen survey or other public input effort;
- Updating relevant data/demographics, maps, and applicable content;
- Formatting the Comprehensive Plan document and prepare updates to the Comprehensive Plan text as requested following City staff review;
- Preparing an online story map at additional cost (see Section VII); as requested;
- Providing Open House attendance assistance; and
- Providing assistance with drafting Resolution, Ordinance, and Public Hearing materials.

City staff will be responsible for the following:

- Reviewing and revising, as necessary, the City's Public Participation Plan at the beginning of the comprehensive plan update process to ensure it is current;
- Posting and sending out notices of meetings and open houses to citizens and other interested and required parties;
- Providing a meeting space for all open meetings and the open house;
- Reviewing and revising, as needed, the following Comprehensive Plan components:
 - 20-Year Vision Statement and Goals & Objectives.
 - 20-Year development strategy and corresponding mapping.
 - Implementation Element.
- Lastly, City officials are encouraged to attend meetings and provide input, as requested.

VI. FINAL PRODUCTS

After the Comprehensive Plan update has been adopted by the City, the following items will be provided by the Commission to the City.

- Up to 18 printed copies, along with one (1) digital version (PDF format) of the Comprehensive Plan update to replace the City's existing Comprehensive Plan, which was previously adopted in 2011.
- If requested by the City, an online story map (i.e., an interactive representation of the City's aforementioned printed Comprehensive Plan update) – for an additional cost

VII. PROJECT COST

Fee for services to complete the comprehensive plan will not exceed **\$51,700 or \$61,700*** (see *options below*). The project cost has been prepared to develop an update to the Comprehensive Plan for the City of Sheboygan in Sheboygan County and is based upon the Commission's experience preparing other recent Comprehensive Plan updates.

Additional meetings, document copies, and other work activities requested by the City beyond those listed in this scope of services will be at an additional cost to the City. That cost would be at a mutually agreed upon fee.

Project Cost Estimate:

- **Total Cost of Comprehensive Plan Update w/o Story Mapping option: \$ 51,672**
- **Total Cost of Comprehensive Plan Update w/ Story Mapping option: \$ 61,672**

Budget Summary	Cost Estimate
Phase 1: Project Kickoff	\$3,926
Phase 2: Update Required Plan Elements	\$32,990
Phase 3: Project Coordination and Collaboration	\$13,398
Phase 4: Finalize Plan Update	\$4,122
Total Personal Costs	\$54,437
Non-personal Costs	
Travel (138mi round trip x 12 trips x 0.66/mi)	\$1,085
Printing/GIS Mapping Supplies	\$1,400
Total Non-personal Costs	\$2,485
Membership Cost Savings	-\$5,250
Total Cost	\$51,672

VIII. WORK EXPERIENCE

The Commission staff has prepared over 100 Comprehensive Plans along with other land use plans throughout the eight county Bay-Lake Region. In addition, the Commission is familiar with many of the issues in the City given its past and present experiences, particularly being assigned as the Sheboygan MPO.

The Commission's planning experience includes:

- Developing Comprehensive Plans and Plan Elements for Towns, Villages, Cities, and Counties
- Developing Land Use Plans
- Developing Farmland Preservation Plans
- Creating, reviewing, and revising Zoning Ordinances and Codes
- Designing Area Development Plans
- Developing Park and Recreation Plans
- Developing Hazard Mitigation Plans
- Preparing Tax Incremental Financing Plans
- Writing and administering Public Facility Grants
- Writing and administering Economic Development Grants
- Writing and administering CDBG Planning Grants
- Writing and administering Housing Grants
- Developing Natural Resource Plans
- Developing and administering Sewer Service Plans
- Developing Transportation Corridor Studies and Plans
- Conducting Pavement Management Surveys

IX. CAPABILITY STATEMENT

The Commission, a public and official area-wide planning agency for 185 units of government in northeastern Wisconsin, has provided professional experience in community planning since 1972.

BAY LAKE

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