

Public Input
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Contract Number 14012-05a

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE BAY-LAKE REGIONAL PLANNING COMMISSION AND
THE CITY OF MANITOWOC, WISCONSIN**

Manitowoc-Two Rivers-Mishicot Sewer Service Area Plan Update

This Agreement entered into this _____ day of _____ 2014, by and between the City of Manitowoc (herein called the ("City")) and the Bay-Lake Regional Planning Commission (herein called the "Commission").

WITNESSETH:

WHEREAS, the City has requested the Commission to provide services to prepare an update to the Manitowoc-Two Rivers-Mishicot Sewer Service Area Plan;

WHEREAS, the City of Manitowoc is a member of the Commission;

WHEREAS, the Commission has 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. Employment 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 attached Scope of Services and Cost Estimate dated September 2, 2014.
 - B. The Commission shall coordinate all of its work with the City Engineering Department, or other designees of the City.
 - C. The Commission work shall not constitute legal advice.
- III. Assistance from the City.
 - A. The City agrees to participate in all meetings of the Manitowoc-Two Rivers-Mishicot Sewer Service Area technical advisory committee.
 - B. The City agrees to supply all such data and assistance, reasonably available to the City upon the request of the Commission.
 - C. The City agrees to provide all copies of materials for City council meetings, City committee meetings, or public hearings.
 - D. The City agrees to notice all public meetings associated with this project in accordance to law.
 - E. The City agrees to provide staff and committee review of all revisions recommended by the Commission.

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 distinctly 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 December 1, 2014 or of the date first above written if later, through December 31, 2015, or 13 months from the date first above written if later. The time of performance may be extended upon the mutual agreement of the Commission and the City.

VI. Total Fee for Services. Total fee for services shall not exceed \$10,000 as detailed on page 4 of the Scope of Services.

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.

VIII. Termination for Convenience of the City. If through any cause, barring an act of God, the Commission shall fail to fulfill the obligations under this contract, or if the Commission shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract giving 30-day written notice to the Commission of such termination. If the agreement is terminated by the City as provided herein, the Commission shall 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 this project prepared by the Commission shall, 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, shall 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 for employees and applicants for employment, notices to be provided by the City 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. No person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

D. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination 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 shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), 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.

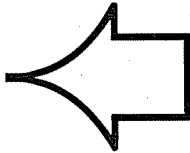
XII. Interest of the Commission. No employee of the Commission presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services he may be required to perform herein.

XIV. Liability. Each party to this agreement shall hold and save every other party to this agreement, their respective officers, directors, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever resulting directly or indirectly from the performance or non-conformance by the indemnifying party of services under this agreement, excluding damages resulting from the negligent or intentional acts by or acts in excess of the scope of authority of the indemnified party.

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

Attesting Witness:

Manitowoc City, Wisconsin



Justin M. Nickels, Mayor

Jennifer Hudon, City Clerk

Bay-Lake Regional Planning Commission

Richard L. Heath, Executive Director

Commission Chairperson

SCOPE OF SERVICES & COST ESTIMATE:

**2035 MANITOWOC – TWO RIVERS – MISHICOT
SEWER SERVICE AREA PLAN:
*A WATER QUALITY MANAGEMENT PLAN***

September 2, 2014

Prepared by the:



425 S Adams Street, Suite 201
Green Bay, Wisconsin 54301
(920) 448-2820
www.baylakerpc.org

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1. INTRODUCTION

The Bay-Lake Regional Planning Commission ("Commission") has prepared this Scope of Services for cities of Manitowoc and Two Rivers, and the Village of Mishicot. This Scope of Services outlines the roles, timeline, process, and costs necessary to update the *2015 Manitowoc – Two Rivers – Mishicot Sewer Service Area Plan*.

The *Manitowoc – Two Rivers – Mishicot Sewer Service Area Plan* is a 20-year plan that identifies existing sewer areas as well as adjacent land most suitable for new development. The plan is used to approve sewer service extension requests for new development in order to receive approval for a WDNR permit. The plan is required for communities with a population of over 10,000 people in order to meet the requirements of the Clean Water Act and NR121, Wis. Stats.

The *2015 Manitowoc – Two Rivers – Mishicot Sewer Service Area Plan* was developed in 2000 by a technical advisory committee made up of a representative from Manitowoc, Two Rivers, and Manitowoc County. The process was facilitated by the Bay-Lake Regional Planning Commission. The plan was developed to accommodate growth out to 2015.

The Village of Mishicot became part of the Manitowoc-Two Rivers Sewer Service Area in 2005 at the request of the City of Two Rivers due to an inter-municipal agreement between the Village of Mishicot and Two Rivers for wastewater treatment service. The addition of the Village enabled the Mishicot to meet their wastewater management needs by discharging it to the Two Rivers Wastewater Management System.

2. SCOPE OF SERVICES

Through a contract agreement between the Commission and the cities of Manitowoc and Two Rivers, and the Village of Mishicot, as authorized by section 66.0309 (8) and (12) of the Wisconsin Statutes, the Commission will provide the services and products contained in this Scope of Services at the Cost Estimates provided. The completed plan will appropriately address the requirements of NR121 and the Wisconsin Department of Natural Resources (Wisconsin DNR) – Bureau of Water Quality.

3. PLANNING PRINCIPLES

In preparing the *2035 Manitowoc – Two Rivers – Mishicot Sewer Service Area Plan*, the Commission will utilize the following planning principles:

1. To work cooperatively with the cities of Manitowoc and Two Rivers, the Village of Mishicot, Manitowoc County, and the Wisconsin DNR – Bureau of Water Quality on preparing the plan through to its completion.
2. To encourage public involvement as much as possible in the preparation of the plan, to include holding open meetings and a public informational meeting/open house.

3. To prepare a water quality management plan (sewer service area plan) that meets the requirements of NR121 and the Wisconsin Department of Natural Resources (Wisconsin DNR) – Bureau of Water Quality.
4. To integrate, as appropriate, local comprehensive planning documents.
5. To prepare maps in a GIS format tied to the City, Village, or County's existing parcel based mapping (whichever is more accurate and accessible).

4. PLAN CONTENTS

INTRODUCTION

The introduction will provide background information on NR 121 and the purpose of the plan, and a location description and delineation of the planning area.

GOALS, OBJECTIVES, AND POLICIES

This section of the plan will present the goals, objectives, and policies related to sewer development and sewer service in the planning area as established by the technical advisory committee developing the *2035 Manitowoc – Two Rivers – Mishicot Sewer Service Area Plan*.

LAND CHARACTERISTICS

The land characteristics section will highlight the natural features of the planning area. This section will provide a detailed definition and mapping of environmentally sensitive areas and how they impact water quality management planning.

WASTEWATER AND STORMWATER MANAGEMENT

Wastewater treatment and collection facilities will be inventoried for this section and will include a discussion on stormwater management programs.

DEMOGRAPHIC TRENDS AND PROJECTIONS

The demographic trends and projections section will provide year 2010 population and housing data and projections to year 2035.

SEWER SERVICE AREA ANALYSIS

The sewer service area analysis will include the development of land use projections and allocations based on demographic trends and projections, and land use projections. The analysis will include a determination of the available acreage for future growth. Based on the land use projections and allocations, a SSA boundary determination and description will be developed.

PLAN IMPLEMENTATION AND INSTITUTIONAL STRUCTURE

This section will detail the plan implementation and institutional structure to include a description of the technical advisory committee, and procedures for sewer extension reviews; wastewater treatment facilities review; SSA boundary amendments (including amendment standards and procedures); other amendments to the plan; and plan updates.

ADDITIONAL CONTENT

Additional plan content will include maps, an SSA boundary description, the affidavit of publication for the public hearing, and documentation of technical advisory committee approval and WDNR approval.

5. PROJECT TIMELINE

The 2035 Manitowoc – Two Rivers – Mishicot Sewer Service Area Plan will be completed within a 12-month time frame.

The following project timeline table (Table 1) outlines work elements and meetings of the Manitowoc-Two Rivers-Mishicot Sewer Service Area technical advisory committee (TAC) by month. This proposed timeline outlines six meetings to gather input from the TAC and build community support.

Table 1. 2035 Manitowoc – Two Rivers – Mishicot Urbanized Area Sewer Service Plan Project Timetable

Task	Month												
	1	2	3	4	5	6	7	8	9	10	11	12	13
Steering Committee Meetings													
Define Goals and Objectives													
Delineate Environmental Corridors													
Establish Density Standards													
Establish Implementation Procedures													
Approve Final Plan													
Update Land Use data													
Update ESA Inventory													
Inventory/Analyze Existing WWTFs													
Prepare Demographic Profiles													
Population Trends													
Population Projections													
Household Size													
Economic Trends													
Density (Existing/Proposed)													
Land Consumption Calculations													
Develop SSA Boundary													
Develop SSA Alternatives/Allocations													
Develop Implementation Procedures													
Draft Plan													
WDNR Plan Approval													
Plan Printing													

The final plan will be posted on the Bay-Lake Regional Planning Commission website at: [http://www.baylakerpc.org/natural-resources/sewer-service-area-water-quality-management-reviews-\(208-reviews\).](http://www.baylakerpc.org/natural-resources/sewer-service-area-water-quality-management-reviews-(208-reviews).)

6. PROJECT COST ESTIMATE

The Bay-Lake Regional Planning Commission's charge for services for completing the *2035 Manitowoc – Two Rivers – Mishicot Sewer Service Area Plan* is estimated at **\$18,000**. Table 2 below details the total cost estimate.

The total cost estimate has been allocated to each of the municipalities in the urbanized sewer service area based on population. The allocation breakdown for the cost estimate to each municipality is as follows:

- \$10,000 – City of Manitowoc
- \$7,000 – City of Two Rivers
- \$600 – Village of Mishicot

As part of the project cost, Manitowoc, Two Rivers, Mishicot, and Manitowoc County will each receive one printed copy of the plan and a link to the PDF for download. Additional print copies of the plan or a copy on CD can be provided by the Commission at a separate cost.

Table 2. Bay-Lake Regional Planning Commission Project Costs

Activity	Staff		Total
	Project Lead	GIS Staff	
	Rate/Hr.		
	60.99	50.72	
Personnel Costs			
TAC Committee Meetings (6)			
Hours	24	0	24
Costs	\$1,464	\$0	\$1,464
Update Land Use Data			
Hours	8	92	100
Costs	\$488	\$4,666	\$5,154
Update ESA Inventory			
Hours	8	10	18
Costs	\$488	\$507	\$995
Inventory/Analyze Existing WWTFs			
Hours	20	0	20
Costs	\$1,220	\$0	\$1,220
Prepare Demographic Profiles			
Hours	16	0	16
Costs	\$976	\$0	\$976
Develop SSA Boundary			
Hours	16	20	36
Costs	\$976	\$1,014	\$1,990
Develop SSA Alternatives			
Hours	16	20	36
Costs	\$976	\$1,014	\$1,990
Plan Drafting			
Hours	80	0	80
Costs	\$4,879	\$0	\$4,879
Public Hearing			
Hours	3	0	3
Costs	\$183	\$0	\$183
WDNR Approval			
Hours	16	0	16
Costs	\$976	\$0	\$976
Total Hours	175	122	349
Total Personnel Costs	\$10,673	\$6,188	\$17,873
Non-personnel Costs			
Printing and Supplies			\$127
Total Non-personnel Costs			\$127
Total Estimate			
			\$18,000

7. FINAL PRODUCTS

The following items will be provided to Manitowoc County, and the cities of Manitowoc and Two Rivers, and the Village of Mishicot:

1. One printed copy each of the *2035 Manitowoc – Two Rivers – Mishicot Sewer Service Area Plan* in a comb-bound format, plus one copy to the Wisconsin DNR – Bureau of Water Quality (five copies total).
2. A Digital PDF copy each of the *2035 Manitowoc – Two Rivers – Mishicot Sewer Service Area Plan*.
3. Digital copies of the maps contained in the plan.
4. GIS data created during the development of the plan available to land information/GIS departments.
5. Final plan and maps will be maintained at the Commission and will be available on the Commission's website.

8. COMMISSION EXPERIENCE

The Commission has extensive experience in sewer service area (SSA) planning. Commission staff has worked with Manitowoc and Two Rivers on SSA planning since 2002, and with Mishicot since 2005 by maintaining and administering the *Manitowoc – Two Rivers – Mishicot Sewer Service Area Plan*. The Commission also maintains and administers the SSA plans for the Sheboygan urbanized area, the City of Marinette, and the Village of Luxemburg.

Additionally, the Commission prepared the County's comprehensive plan in 2009, along with 18 local comprehensive plans for municipalities in the County. The Commission has been assisting the cities of Manitowoc and Two Rivers, and the Village of Mishicot with various planning activities since 1972.

Project Team

The following lists the Commission's project team for the development of the *2035 Manitowoc – Two Rivers – Mishicot Sewer Service Area Plan*.

Angela Pierce has approximately 13 years of professional planning experience, with a MS degree in Environmental Science and Policy, and a BS in Environmental Planning from the University of Wisconsin-Green Bay. As a Natural Resources Planner, she has completed several natural resource and hazard mitigation planning related studies and projects. Her experience includes coordinating planning projects with federal and state agencies, including FEMA, WEM, U.S. EPA, UW-Sea Grant, UW-Extension, Wisconsin Coastal Management Program, Wisconsin Department of Natural Resources, and many organizations and communities.

Ms. Pierce will serve as the lead planner responsible for successful project completion and as the primary contact for cities of Manitowoc and Two Rivers, and the Village of Mishicot on this project.

Joshua Schedler is the GIS Coordinator for the Bay-Lake Regional Planning Commission. He has a BS in Urban and Regional Studies from the University of Wisconsin-Green Bay;

has more than 15 years of experience in mapping and GIS; and has been a member of the Wisconsin Land Information Association since 2002. He has worked extensively with public and private agencies and local communities on numerous mapping projects to include comprehensive planning, zoning, and hazard planning.

Mr. Schedler will provide all management and development of GIS data and mapping for this project under the direction of the lead planner.

Richard Heath is the Executive Director of the Bay-Lake Regional Planning Commission. Mr. Heath received a MA in Development Studies from Ohio University and a BS in Social Change and Development from the University of Wisconsin-Green Bay. Mr. Heath has extensive background in community and economic development, housing, grant writing and administration and planning.

Mr. Heath will provide administrative oversight for this project and ensure diligent completion.

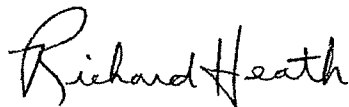
9. RESPONSIBILITIES OF THE CITIES OF MANITOWOC AND TWO RIVERS, AND THE VILLAGE OF MISHICOT

The cities of Manitowoc and Two Rivers, and the Village of Mishicot will be responsible for the following:

1. Participate in all meetings of the TAC.
2. Supply relevant data and assistance as reasonably available.
3. Provide copies of materials for council meetings, committee meetings, or public hearings.
4. Notice all public meetings associated with this project.
5. Provide staff and committee review of all plan revisions recommended by the Commission.

10. PROPOSAL SIGNATURE

This proposal is valid for a period of not less than ninety (90) days and not more than one (1) year from the date below:



Richard L. Heath, Executive Director
Bay-Lake Regional Planning Commission

September 2, 2014

Date