

**MEETING NOTICE
EXECUTIVE COMMITTEE MEETING
East Central Wisconsin Regional Planning Commission**

COMMITTEE MEMBERS: *Jeff Nooyen (Chair), Alice Connors (Vice Chair), Steven Abel, Dick Koeppen, Thomas Kautza, Jeremy Johnson, Dave Albrecht*

Place: City of New London, City Hall (215 N. Shawano Street, New London WI 54961)
Date: Friday, July 28, 2023
Time: 9:00 a.m.

Please contact the East Central office if you are unable to attend and arrange for an alternate to be present.

AGENDA

- 1. Welcome and Introductions**
- 2. Roll Call**
 - A. Introduction of Alternates, Staff and Guests
- 3. Approval of the Agenda/Motion to Deviate**
- 4. Public Comment**
- 5. Approval of the Minutes of the June 14, 2023 Executive Committee Meeting**
- 6. Announcements and Discussion Items**
 - A. Director's Report
 - B. Discussion regarding Non-member Counties and the Specialized Transportation Coordination Plans
- 7. New Business/Action Items**
 - A. **2nd Quarter, 2023 Financial Report**
 - B. **2nd Quarter, 2023 Project Status Report**
 - C. **Proposed Resolution 31-23:** Adoption of the Preliminary Budget for Calendar Year 2024, Final Tax Levy and Staffing Plan for the East Central Wisconsin Regional Planning Commission
 - D. **Proposed Resolution 32-23:** Amending the 2023 Work Program, Budget, and Staffing Plan for East Central Wisconsin Regional Planning Commission
 - E. **Proposed Resolution 33-23:** Authorizing the Executive Director of the Commission to Enter into a Contract with Ayres Associates for the Economic Development Small Community Technical Assistance Project

- F. **Proposed Resolution 34-23:** Authorizing the Executive Director of the Commission to Enter into a Contract with SRF Consulting Group to develop the Electric Vehicle Readiness Plan for the Oshkosh Metropolitan Planning (MPO)
- G. **Proposed Resolution 35-23:** Approving the East Central Wisconsin Regional Planning Commission Disaster Recovery and Economic Development Resiliency Plan. Link available to review: <https://www.ecwrpc.org/wp-content/uploads/2023/07/ECWRPC-Disaster-Recovery-and-Economic-Resiliency-Plan.pdf>
- H. **Proposed Resolution 36-23:** Authorizing the Executive Director of the Commission to Enter into a Service Agreement with New North, Inc. and Bay Lake Wisconsin Regional Planning Commission

8. Informational/Discussion Items

- A. County Roundtable Discussion (*as time permits*)

9. Establish Time and Place for Next Commission Meeting

- A. **Executive Committee Meeting:** *The next Executive Committee meeting in July will need to be scheduled for Wednesday, September 20, 2023 at East Central offices (400 Ahnaip Street, Suite 100; Menasha, WI 54952).*
- B. **Commission Meeting:** *The next Commission meeting will be held on Friday, October 27, 2023 at 10:00 a.m. Location to be determined. An agenda and meeting materials will be forthcoming.*

10. Adjourn

Any person wishing to attend this meeting or hearing, who, because of a disability, requires special accommodations should contact the East Central Wisconsin Regional Planning Commission at (920) 751-4770 at least three business days prior to the meeting or hearing so that arrangements, within reason, can be made.

**DRAFT MEETING MINUTES
EXECUTIVE COMMITTEE MEETING
East Central Wisconsin Regional Planning Commission**

COMMITTEE MEMBERS: Jeff Nooyen (*Chair*), Alice Connors (*Vice Chair*), Steven Abel, Dick Koeppen, Thomas Kautza, Jeremy Johnson (Perm. Alt. for Elizabeth Moses), Dave Albrecht (Perm. Alt. for Tom Egan)

Date: Wednesday, June 14, 2023 – Virtual

1. **Welcome and Introductions** – Chair Nooyen called the meeting to order at 1:30 pm

2. **Roll Call**

A. Introduction of Alternates, Staff and Guests

Committee Members Present:

Jeff Nooyen (Chair) Outagamie County
Steve Abel Fond du Lac County
Jeremy Johnson (Perm. Alt. for Elizabeth Moses) Menominee County
Tom Kautza (Called in at 1:52 pm) Shawano County
Dick Koeppen (Excused at 1:50 pm – 2:00 pm) Waupaca County

Committee Members Absent (Excused):

Alice Connors (Vice Chair) Calumet County
David Albrecht (Perm. Alt. for Tom Egan) Winnebago County

ECWRPC Staff and Guests:

Melissa Kraemer Badtke Executive Director
Craig Moser Deputy Director
Sara Otting Controller
Leann Buboltz Administrative Coordinator
Tanner Russell Associate Planner

3. **Approval of the Agenda/Motion to Deviate** - A motion was made by Mr. Johnson and seconded Mr. Koeppen to approve of the agenda as presented. Motion carried.

4. **Public Comment** – No public comments

5. **Approval of the Minutes of the May 17, 2023 Steering Committee Meeting** – a motion was made by Mr. Abel and second by Mr. Koeppen to approve of the minutes as presented. Motion carried unanimously.

6. **Announcements and Discussion Items**

A. Director's Report presented by Melissa Kraemer-Badtke (List not all inclusive)

1. **Economic Development Program**

- a. Comprehensive Economic Development Strategy (CEDS): Ms. Kraemer Badtke shared with the members that East Central staff hosted two SWOT meetings for the Comprehensive Economic Development Strategy with partner organizations from across the region. The Comprehensive Economic Development Strategy is updated every five years and is currently underway.
- b. Small Community Technical Assistance Program: It was noted that East Central staff received three proposals for the Small Community Technical Assistance Program and the selection committee will be meeting next week to discuss the proposals and select a consultant. It is anticipated that applications for this program will open up in August and

East Central staff and the consultant will be working with the selected communities in the fall of 2023.

- c. Broadband Data Analysis and Mapping: Ms. Kraemer Badtke reported that East Central staff is working in partnership with New North, the Public Service Commission (PSC), Counties and other Regional Planning Commissions to analyze data and map various datasets for the broadband PSC studies. This is ongoing.
2. Transportation Planning Program
 - a. Specialized Coordinated Human Services Plans: Ms. Kraemer Badtke reported that ECWRPC staff will be working with the Wisconsin Department of Transportation and its seven member-counties to update each county's Specialized Transportation Coordinated Human Services Plans. Informational meetings with the Wisconsin Department of Transportation (WisDOT) were held the weeks of May 29th and June 5th. It was noted that East Central staff will begin coordinating with the counties and partner organizations on the process to update their plans.
3. Water Quality Management Program
 - a. Fox Cities Sewer Service Area Plan: The final draft of the Fox Cities Sewer Service Area Plan has been completed and noticed for public comment. The Environmental Management Committee will be meeting in the morning of Wednesday, June 14th to review and discuss the draft.

7. New Business/Action Items

- A. **Proposed Resolution 25-23:** Amending the Transportation Improvement Program for the Appleton (Fox Cities) Transportation Management Area – 2023 (*being addressed under the full authority of the Commission*). Mr. Russell reported that WisDOT has requested that the Carbon Reduction Program (CRP) projects selected for Federal Fiscal Year 2023 be given Transportation Improvement Program (TIP) numbers. These projects were approved at the May 17, 2023 Executive Committee meeting and need TIP numbers for their projects to meet the PS&E dates outlined by the program. A TIP number was requested by WisDOT for a resurface project on State Highway 47 from 9th St. to County Highway AP as well. He noted that the 2023 Section 5311 grants are also included in this amendment and that the projects are funded through the Wisconsin Employment Transportation Assistance Program (WETAP). Mr. Russell reported that this program integrates state and federal funding (Formula Grants for Rural Areas) into one application. The Transportation Alternatives Set-aside projects approved at the May 17, 2023 Executive Committee meeting are also receiving TIP numbers for the 2023 projects. Both the City of Menasha and the Village of Harrison were awarded funds for a High Cliff Trail Feasibility Study.

Projects include:

- TIP Number: **252-22-059:** CRP FFY 2023 – C. Kaukauna – LED Street Lights
- TIP Number: **252-23-060:** CRP FFY 2023 – C. Menasha – LED Street Lights
- TIP Number: **252-23-061:** CRP FFY 2023 – T. Grand Chute – LED Street Lights
- TIP Number: **252-23-062:** CRP FFY 2023 – Outagamie County – Smart arrow boards
- TIP Number: **252-23-063:** NHPP - STH 47 – 9th St. to CTH AP
- TIP Number: **252-23-064:** Section 5311 – WETAP – Southwestern Wisconsin Community Action Program, Inc. (SWCAP) – Vehicle Loans and Mobility Management
- TIP Number: **252-23-065:** Section 5311 – WETAP- Southwestern Wisconsin Community Action Program, Inc. (SWCAP) – Operating
- TIP Number: **252-23-066:** Section 5311 – WETAP – Lutheran Social Services – Vehicle Loans and Mobility Management
- TIP Number: **252-23-067:** Section 5311 – WETAP – Lutheran Social Services – Operating
- TIP Number: **252-23-068:** TA Set-aside – C. Menasha – High Cliff Trail Feasibility Study
- TIP Number: **252-23-069:** TA Set-aside – V. Harrison – High Cliff Trail Feasibility Study

A motion was made by Mr. Abel and a second by Mr. Johnson to approve of the **Proposed Resolution 25-23:** Amending the Transportation Improvement Program for the Appleton (Fox

Cities) Transportation Management Area – 2023 *(being addressed under the full authority of the Commission)* as presented. Motion carried unanimously.

- B. **Proposed Resolution 26-23:** Amending the Transportation Improvement Program for the Oshkosh Metropolitan Planning Organization – 2023 *(being addressed under the full authority of the Commission)*. Mr. Tanner Russell gave a brief overview of the proposed Resolution 26-23. He shared that the listed projects need to be amended into the TIP to receive the TIP numbers required for federal funding. WisDOT has requested the inclusion of a railroad crossing and gates improvement project on STH 76 between Oshkosh and Greenville. The 2023 Section 5311 grants are also included in this amendment for the Oshkosh MPO. These projects are funded through the Wisconsin Employment Transportation Assistance Program (WETAP). He noted that this program integrates state and federal funding (Formula Grants for Rural Areas) into one application.

Projects include:

- TIP Number: **253-23-025:** NHPP – STH 76 – Oshkosh to Greenville - RR Xing Signal and Gates
- TIP Number: **253-23-026:** Section 5311 – WETAP – Southwestern Wisconsin Community Action Program, Inc. (SWCAP) - Vehicle Loans and Mobility Management
- TIP Number: **253-23-027:** Section 5311 – WETAP – Southwestern Wisconsin Community Action Program, Inc. (SWCAP) - Operating
- TIP Number: **253-23-028:** Section 5311 – WETAP – Lutheran Social Services – Vehicle Loans and Mobility Management
- TIP Number: **253-23-029:** Section 5311 – WETAP – Lutheran Social Services – Operating

A motion was made by Mr. Johnson and a second by Mr. Abel to approve of the **Proposed Resolution 26-23:** Amending the Transportation Improvement Program for the Oshkosh Metropolitan Planning Organization – 2023 *(being addressed under the full authority of the Commission)*. Motion carried unanimously.

- C. **Proposed Resolution 27-23:** Amending the Transportation Improvement Program for the Appleton (Fox Cities) Transportation Management Area – 2023 *(being addressed under the full authority of the Commission)* Mr. Tanner Russell gave a brief overview of the proposed Resolution 27-23. He noted that the listed projects need to be amended into the TIP to receive the TIP numbers required for federal funding. WisDOT has requested the inclusion of a project on STH 441 between I-41/USH 10 and Oneida Street. It involves removing existing approach slabs on ends of structures and replacing them with concrete. This project was shifted to a Majors project due to funding availability and was moved up to 2025 from 2027. They have also requested inclusion of construction funds on the Wrightstown weigh facility along the I-41 corridor.

Projects include:

- TIP Number: **252-22-070:** NHPP – STH 441: I-41/USH 10 to Oneida St.
- TIP Number: **252-23-071:** NHPP – I-41 Wrightstown Safety and Weight Enforcement Facility (SWEF) 34

A motion was made by Mr. Abel and a second by Mr. Johnson to approve of the **Proposed Resolution 27-23:** Amending the Transportation Improvement Program for the Appleton (Fox Cities) Transportation Management Area – 2023 *(being addressed under the full authority of the Commission)* pending no further public comments received. Motion carried unanimously.

- D. **Proposed Resolution 28-23:** Amending the Surface Transportation Block Grant (STBG) – Urban Program funding levels for the previously selected projects from 2023-2027 within the Appleton (Fox Cities) MPO - *(being addressed under the full authority of the Commission)* Mr. Russell gave a brief overview of the proposed Resolution. He shared that due to Covid-19 and increased construction and material costs, all previously selected projects have seen drastic increases in overall project cost. Due to this large and unanticipated increase in costs, some projects were at risk of being dropped by their project sponsors. Mr. Russell noted that the historic funding levels provided by BIL allow for additional funding within the Appleton (Fox Cities) MPO. By flexing the additional funds provided by BIL, the MPO would be able to fund each of the selected projects from 2023-2027 at 80%. He noted that this additional funding would prevent projects from being

dropped by their project sponsors. Ms. Kraemer Badtke stated that East Central staff has been working with each of the project sponsors along with staff from the Wisconsin Department of Transportation to discuss and ensure that the funding levels could be increased for the listed projects.

**** For the record Committee member – Mr. Koeppen left the meeting at 1:50 p.m. and Committee member – Mr. Kautza virtually joined the meeting at 1:52 p.m. A quorum was maintained.

STBG – Urban Project Awards & Proposed Adjustments for the Appleton (Fox Cities) MPO				
Project	Original Federal Funding Amount	Original Fed. Funding Percent	Updated Federal Funding Amount	Updated Fed. Funding Percent
Town of Grand Chute – Spencer Street (design)	\$177,669	56%	\$265,258 (2023) \$177,669 (2022)	80%
City of Appleton – Lawe St. (2023 design)	\$339,441	66%	\$364,907	80%
City of Menasha - Racine St.	\$3,120,537	72%	\$3,344,806	80%
City of Neenah – Commercial St.	\$5,668,528	72%	\$7,490,093	80%
Outagamie County – CTH N	\$3,094,022	72%	\$4,644,320	80%
Winnebago County – CTH P	\$4,578,670	72%	\$7,371,795	80%
Village of Fox Crossing – E. Shady Lane	\$1,776,802	66%	\$2,518,407	80%
Town of Grand Chute – Spencer Street (construction)	\$1,888,795	56%	\$2,705,250	80%
City of Appleton – Lawe St. (construction)	\$2,454,193	66%	\$2,985,748	80%

A motion was made by Mr. Johnson and a second by Mr. Abel to approve of the **Proposed Resolution 28-23**: Amending the Surface Transportation Block Grant (STBG) – Urban Program funding levels for the previously selected projects from 2023-2027 within the Appleton (Fox Cities) MPO - *(being addressed under the full authority of the Commission)*. Motion carried unanimously.

- E. **Proposed Resolution 29-23**: Approving the draft 2024 Indirect Cost Rate with U.S. Department of Interior for the 2024 Cost Allocation Plan and Certificate of Lobbying for the East Central Wisconsin Regional Planning Commission and Authorizing the Executive Director and East Central staff to begin the process of negotiating the 2024 Indirect Cost Rate with U.S. Department of Interior *(being addressed under the full authority of the Commission)*. Ms. Sara Otting gave a brief overview of the proposed Resolution 29-23. She noted that the purpose of the Cost Allocation Plan is to summarize the methods and procedures that East Central uses to allocate costs to various programs, grants, contracts, and agreements. Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards establishes the principles for determining costs of grants, contracts, and other agreements with the Federal Government. Ms. Otting shared that on April 12, 2021, East Central

staff received an approved Negotiated Indirect Cost Rate Agreement (NICRA) with a fixed rate (with carryforward) designation from the U.S. Department of Interior. This rate was utilized for 2020 and 2021. She noted that the audit for 2022 was used to calculate an adjustment to the rate that will be effective for 2024.

A motion was made by Mr. Kautza and second by Mr. Johnson to approve of Proposed Resolution 29-23 Approving the draft 2024 Indirect Cost Rate and the 2024 Cost Allocation Plan and Certificate of Lobbying for the East Central Wisconsin Regional Planning Commission and Authorizing the Executive Director to begin the process of negotiating the 2024 Indirect Cost Rate U.S. Department of Interior *(being addressed under the full authority of the Commission)*. Motion carried unanimously.

- F. Discussion on the Preliminary 2024 Budget and Tax Levy for East Central Wisconsin Regional Planning Commission presented by Melissa Kraemer-Badtke, Executive Director and Sara Otting, Controller.

The 2024 preliminary budget and levy options for the Commission was presented to the members. Ms. Kraemer-Badtke shared that based on the reorganization plan, the budget focused on the core program areas with significant funding increases in the transportation program. It was noted that each budget and levy option rely on the following information; Equalized Property Values 2018 through 2022, Levy Amounts 2020-2023 and Proposed 2024 Levy Options, Preliminary 2024 Budget Summary with Levy Options Comparison, Programs & Grants – (These amounts remain the same for all levy options), and Overhead Budget – (These amounts remain the same for all levy options).

Staff presented the four options to discuss with the Executive Committee including options with seven Counties as members.

Option 1: 2024 Preliminary Budget and Proposed Levy Amount - \$575,000

Option 2: 2024 Preliminary Budget and Proposed Levy Amount - \$600,000

Option 3: 2024 Preliminary Budget and Proposed Levy Amount - \$625,000

Option 4: 2024 Preliminary Budget and Proposed Levy Amount - \$702,443

Upon discussion, it was the Committee consensus to move forward with Option 3: 2024 Preliminary Budget and Proposed Levy Amount. - \$625,000.00.

8. Informational/Discussion Items

- A. County Roundtable Discussion (*as time permits*) - None

9. Establish Time and Place for Next Commission Meeting

- A. **Executive Committee Meeting:** *The next Executive Committee meeting will be Friday – July 28, 2023 at 9:00 a.m. (Rescheduled) and will be held prior to the Commission Meeting.*
- B. **Commission Meeting:** *The next Commission meeting will be held on Friday, July 28, 2023 at 10:00 a.m. to be held at New London Municipal Building - Council Chambers 215 N. Shawano St., New London, WI 54961. An agenda and meeting materials will be forthcoming.*

10. **Adjourn** – A motion was made by Mr. Abel and second by Mr. Johnson to adjourn with the time noted at 2:14 p.m.

Respectfully submitted by
Leann Buboltz – Administrative Coordinator
ECWRPC

East Central Wisconsin Regional Planning Commission – July 28, 2023 Directors Report

By Melissa Kraemer Badtke, Executive Director. Update on highlighted activities.

Administrative Updates

Staffing Updates: Tanner Russell, an Associate Transportation Planner, recently accepted a position with the Town of Grand Chute as their Town Planner. Tanner served with the Commission over 5 years and we look forward to working with him in his new role. The Commission will be refilling the Associate Planner position. Interviews were conducted Thursday, July 13th and Friday, July 14th and we anticipate we'll have a staffing announcement very soon.

East Central brought Tom Walsh on board as an LTE Special Projects Planner to assist with Transportation projects during this staffing transition. Tom started on July 19th and will be working 10 hours a week through October. He brings a wealth of knowledge and experience to the organization so we're very pleased to have him on the team.

In addition, East Central recently hired Becky Olejniczak as a part-time Human Resources Consultant. Becky is currently working on staff recruitment, leadership training, and assisting with updates to the employee manual based on new federal regulations.

Economic Development Program

Comprehensive Economic Development Strategy (CEDS): East Central staff hosted multiple County Focus Group meetings to discuss with administrators, community development professionals and other partner organizations economic development challenges and opportunities within their County. Thus far, East Central staff has conducted focus groups at Outagamie, Waupaca, Shawano, Marquette, Green Lake, and Winnebago Counties with additional sessions scheduled in the next few weeks. Input from the County focus groups will be included in the Comprehensive Economic Development Strategy.

CARES Act Grant: The CARES Act Grant award period expired on June 30, 2023. The Continuity Plan for the Commission along with the Disaster Recovery and Economic Development Resiliency Plan have been completed. East Central staff will be working with the Economic Development Administration staff to close out the grant award as all of the program deliverables have been completed. In addition, \$43,852.35 was remaining in the CARES Act grant and will be returned to the U.S. Department of Treasury. In discussions with the staff from the Economic Development Administration, this will not impact the Commission in receiving future funding for the three-year planning partnership grant.

Transportation Planning Program

Appleton (Fox Cities) Transportation Management Area Certification Review: Every 4 years the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) must review and certify the metropolitan transportation planning processes for metropolitan planning organizations that have a population over 200,000 in accordance with 23 U.S.C. 134(k)(5) and 49 U.S.C. 5303(k). The review focuses on compliance with Federal regulations, challenges, successes, and experiences of the cooperative relationship between the MPO(s), the Wisconsin Department of Transportation, and public transportation operators throughout the metropolitan transportation planning processes.

The Review will consist of four primary activities:

- Review of planning products (desk audit/review)
- Site Visit
 - Wednesday, August 23rd and Thursday, August 24th at East Central Offices
- Preparation of a Certification Review Report
 - The report is issued 60 days following the site visit and summarizes the process and finding of the review as well as if the process is certified.
- Certification Review Closeout Presentation (Quarterly Commission Board Meeting in October)

During the Certification Review, FHWA, FTA, and partner organizations will be discussing the MPO structure for the Appleton (Fox Cities) MPO. This was an item identified in the reorganization plan and staff has been working with a consultant to look at best practices for the MPO Structure for the Appleton (Fox Cities) MPO. This will be a topic of conversation in the near future. The Certification Review Closeout will be presented to the Commission Board in October.

2024 Transportation Planning Work Program and Budget: East Central staff met with the Wisconsin Department of Transportation, Federal Highway Administration and Federal Transit Administration to discuss the 2024 transportation planning deliverables along with the anticipated funding levels.

Fond du Lac MPO Bicycle and Pedestrian Plan: East Central staff held a kick-off meeting with the steering committee for the bicycle and pedestrian plan. The background information has been mostly completed, and ECWRPC staff will focus on community engagement and bicycle & pedestrian counts for the summer.

Surface Transportation Block Grant and Transportation Alternative Program Set-aside: The 2024-2029 program cycle for the Surface Transportation Block Grant Program (STBG) – Urban for the Metropolitan Planning Areas and Transportation Alternatives – Set Aside Grant Program recently opened with application deadlines of October 27th. Communities that are interested in applying should reach out to Melissa Kraemer Badtke at mbadtke@ecwrpc.org or Kim Biedermann at kbiedermann@ecwrpc.org. Additional information regarding these programs can be found: <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/stp-urban.aspx> and <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/tap.aspx>. The Wisconsin Department of Transportation recently opened a number of funding programs including the Local Road Improvement Program (LRIP), STP Bridge Program, and the STP Local Program.

Agricultural Road Improvement Program: The approved Wisconsin State Budget includes \$150 million for a new Agricultural Road Improvement Program. East Central staff will share more information as it becomes available from the Wisconsin Department of Transportation.

Regional Safe Routes to School

Bike to School Day: This year, there were a total of 66 schools in our region that participated in Bike to School Day. Each participating school received four bike helmets, six bike bells, five bike locks, and 10 bike lights from the Safe Routes to School program.

Bike Rodeos: The Safe Routes team planned and implemented eight bike rodeos this spring with over 1,100 students participating. Bike rodeos took place in Waupaca (4), Fremont (1), Appleton (2), and Fond du Lac (1).

Action Plan Update: The Safe Routes team has been working with the Kimberly School District to update their SRTS Action Plan. Walk and bike audits were completed in the spring. We are meeting with school principals this summer to gather more input and discuss our recommendations for education and programming, procedures, and infrastructure. The goal is to have the plan completed by the end of the summer.

Water Quality Management Program

Fox Cities Sewer Service Area Plan: The final draft of the Fox Cities Sewer Service Area Plan has been completed and noticed for public comment. The Plan was approved by the Environmental Management Committee on Wednesday, June 14th. The Committee requested information from the Wisconsin Department of Natural Resources regarding a previous SSA Amendment, which is included in the Quarterly meeting materials.

Local Contracts

Comprehensive Plans: East Central staff received notice from the Wisconsin Department of Administration that they are sending out letters to communities whose comprehensive plan has not been updated in the last 10 years. East Central staff is able to work with communities on updating their comprehensive plan through a contract that covers the Commission staff time and costs to complete the project. As part of the Commission's reorganization plan which was approved in 2020, local contracts are considered based on staff capacity and are considered, in part, as backfill for additional revenue for the budget as necessary.

Open Space Recreation Plans: Several communities within the Region requested budget estimates for assisting communities for the development of their Open Space Recreation Plans. East Central staff will consider contracts as staff capacity allows and will be accepting contracts for 2024.

DATE: July 28, 2023

TO: ECWRPC Executive Committee

FROM: Melissa Kraemer Badtke, Executive Director

RE: Discussion regarding Non-Member Counties and the Coordinated Public Transit Human Services Transportation Plan

The County Coordinated Public Transit Human Services Transportation Plans, per federal law, need to be updated every five years. These plans are developed in coordination with human service agencies, transportation providers, users of the services and elected leaders to develop and improve services for seniors and individuals with disabilities. The Wisconsin Department of Transportation held kick off meetings to update these plans in early June. The deadline to have these plans completed is October, 2023.

East Central staff included work on these plans for the member counties in the 2023 work program and budget. The Commission receives funding annually for the Regional Transportation Program which will be utilized to develop these plans for each of the member counties without requesting additional funds from the counties to complete these plans.

In 2018, the Commission worked with non-member counties (Green Lake and Marquette) to update their Coordinated Public Transit Human Services Transportation Plan. Each County was asked to pay \$700 as the local match with the remaining costs funded through the Regional Transportation Program. The Commission staff has received a request from Marquette County to update their Coordinated Public Transit Human Services Transportation Plan for 2023. Marquette County currently is a non-member of the Commission and East Central staff would appreciate discussion and guidance regarding how to proceed regarding this request.

Staff Recommendation: Staff is seeking guidance from the Executive Committee regarding the non - member counties and the Coordinated Public Transit Human Services Transportation Plans.

Balance Sheet

As of 6/30/2023

	6/30/2023	6/30/2022
ASSETS		
CASH & CASH EQUIVALENTS		
1000-01 CASH-AssocBank Main Checking	\$ 55,767.41	\$ 101,468.92
1000-03 CASH-Associated Benefit Account	16,125.46	303.89
1000-05 CASH-AssocBank Money Market	508,428.22	295,289.90
1000-06 CASH-WEDC Checking	0.00	1,892,548.18
1010-00 STATE TREASURER-LOCAL GOVT PL	268,579.62	258,709.09
1020-00 PETTY CASH	100.00	100.00
Total CASH & CASH EQUIVALENTS:	849,000.71	2,548,419.98
RECEIVABLES		
1100-00 ACCOUNTS RECEIVABLE	345,029.11	437,963.96
1130-00 DEFERRED REVENUE/NR135 CARRYOVER	-6,381.84	-40,800.33
1140-00 OTHER DEFERRED REVENUE	-3,892.14	-1,852,211.59
Total RECEIVABLES:	334,755.13	-1,455,047.96
PREPAIDS & DEPOSITS		
1200-00 PREPAID & DEPOSITS	34,798.46	28,694.54
1210-00 DEFERRED OUTFLOWS	1,093,313.10	822,649.02
Total PREPAIDS & DEPOSITS:	1,128,111.56	851,343.56
CAPITAL EQUIPMENT		
1400-00 COMPUTERS, EQUIPMENT & OTHER FIXED ASSETS	268,504.50	169,635.90
1405-00 ACCUM. DEPREC	-165,516.80	-156,169.92
1420-00 CAPITAL LEASE ASSET	79,496.64	218,963.52
1425-00 ACCUM. DEPREC. CAPITAL LEASE ASSET	-73,381.56	-43,675.12
Total CAPITAL EQUIPMENT:	109,102.78	188,754.38
OTHER ASSETS		
1500-00 NET PENSION ASSET	530,175.94	450,470.94
Total ASSETS:	\$ 2,951,146.12	\$ 2,583,940.90
LIABILITIES		
ACCOUNTS PAYABLE		
2000-00 ACCOUNTS PAYABLE	\$ 60,484.23	\$ 52,382.60
ACCRUED LIABILITIES		
2110-00 PAYROLL TAXES PAYABLE	13,620.68	12,080.99
2160-00 ACCRUED ANNUAL LEAVE	21,058.39	22,469.24
2178-00 FLEX SPENDING ACCOUNT (FSA) PAYABLE	2,070.34	1,866.82
2210-00 DEFERRED INFLOWS	1,359,836.00	1,024,361.00
Total ACCRUED LIABILITIES:	1,396,585.41	1,060,778.05
NOTES PAYABLE		
2305-00 CAPITAL LEASE PAYABLE	30,471.74	176,426.19
Total NOTES PAYABLE:	30,471.74	176,426.19
OTHER LIABILITIES		
2400-00 NET OTHER POST-EMPLOYMENT BENEFIT	130,409.00	244,381.00
Total LIABILITIES:	1,617,950.38	1,533,967.84
NET POSITION		
2900-00 Retained Earnings-Current Year	208,203.71	265,460.41
2900-00 RETAINED EARNINGS - PRIOR	1,030,843.03	770,503.65
2910-00 INVESTMENT IN FIXED ASSETS	94,149.00	14,009.00
Total NET POSITION:	1,333,195.74	1,049,973.06
Total LIABILITIES & NET POSITION:	\$ 2,951,146.12	\$ 2,583,940.90

[illegible]

June 30, 2023 PROJECT UPDATE

Project	Start Date	End Date	Approved Budget	Total \$ Budget	Total \$ Spent	% Remain	Total Hrs Budget	Hrs Spent	Hrs Remain	% Remain
1105-023: Regional Comprehensive Planning Committee	1/1/2023	12/31/2023	5,000	5,000	138	97.25%	46.00	2.00	44.00	95.65%
1140-023: Regional Comprehensive Plan Update	1/1/2023	12/31/2023	56,000	56,000	5,962	89.35%	822.00	91.50	730.50	88.87%
1205-023: Community Facilities Committee Coordination	1/1/2023	12/31/2023	7,250	152,245	65,756	56.81%	82.00	62.50	19.50	23.78%
1231-023: Sewer Service Area Plan Promotion, Implementation	1/1/2023	12/31/2023	144,995				1845.00	856.50	988.50	53.58%
1311-023: FC/Osh Program Administration and Support	1/1/2023	12/31/2023	95,000				709.00	269.50	439.50	61.99%
1312-023: FC/Osh Fox Cities/Oshkosh LRTLUP	1/1/2023	12/31/2023	180,000				421.00	1061.75	-640.75	-152.20%
1313-023: NE Region Travel Demand Model Implementation	1/1/2023	12/31/2023	80,228				834.00	339.50	494.50	59.29%
1321-023: FC/Osh - Short Range/Congestion Management	1/1/2023	12/31/2023	161,283	906,844	288,217	68.22%	1062.00	643.50	418.50	39.41%
1322-023: FC/Osh - Transportation Improvement Program	1/1/2023	12/31/2023	75,920				1068.00	412.25	655.75	61.40%
1323-023: FC/Osh Multi-modal/Transportation Alternatives	1/1/2023	12/31/2023	159,718				1605.00	965.00	640.00	39.88%
1324-023: FC/Osh Transit	1/1/2023	12/31/2023	154,695				931.00	272.50	658.50	70.73%
1311-023A: FC/Osh Program Administration and Support	1/1/2023	12/31/2023	15,000				48.00	62.00	-14.00	-29.17%
1312-023A: FC/Osh Fox Cities/Oshkosh LRTLUP	1/1/2023	12/31/2023	17,000	132,000	71,047	46.18%	280.00	286.75	-6.75	-2.41%
1324-023A: FC/Osh Transit	1/1/2023	12/31/2023	100,000				0.00	0.00	0.00	#DIV/0!
1331-023: Regional Transportation Administration	1/1/2023	12/31/2023	16,555				113.00	10.50	102.50	90.71%
1332-023: Regional Transportation Tech Assistance	1/1/2023	12/31/2023	58,259	89,661	24,534	72.64%	834.00	245.00	589.00	70.62%
1333-023: Regional Comprehensive Planning	1/1/2023	12/31/2023	14,846				132.00	100.25	31.75	24.05%
1341-023: FDL- Prgm Administration and Support	1/1/2023	12/31/2023	26,058				190.00	73.00	117.00	61.58%
1342-023: FDL LRTLUP	1/1/2023	12/31/2023	67,122				652.00	238.75	413.25	63.38%
1343-023: FDL Short Range/Congestion Mngmt	1/1/2023	12/31/2023	63,947	225,000	51,160	77.26%	689.00	249.50	439.50	63.79%
1344-023: FDL Transportation Improvement Program	1/1/2023	12/31/2023	25,426				359.00	103.25	255.75	71.24%
1345-023: FDL - Transit	1/1/2023	12/31/2023	18,930				213.00	26.50	186.50	87.56%
1346-023: FDL Travel Model Improvement Program	1/1/2023	12/31/2023	23,517				396.00	1.75	394.25	99.56%
1381-023: Regional SRTS	1/1/2023	12/31/2023	345,000				5240.00	2525.00	2715.00	51.81%
1383-023: Events and Programs	1/1/2023	12/31/2023	40,000				0.00	0.00	0.00	#DIV/0!
1384-023: Communications and Education Materials	1/1/2023	12/31/2023	50,000	477,000	218,030	54.29%	0.00	0.00	0.00	#DIV/0!
1386-023: Youth Engagement Program	1/1/2023	12/31/2023	15,000				148.00	209.00	-61.00	-41.22%
1390-023: Workshops	1/1/2023	12/31/2023	5,000				49.00	6.50	42.50	86.73%
1391-023: Evidence Based Practices and Research	1/1/2023	12/31/2023	22,000				49.00	3.75	45.25	92.35%
1405-023: Open Space & Environmental Management	1/1/2023	12/31/2023	1,794	1,794	718	59.96%	30.00	10.50	19.50	65.00%
1511-023: Planning Partnership Grant Administration	1/1/2023	12/31/2023	15,799				144.00	101.75	42.25	29.34%
1512-023: CEDS Implementation	1/1/2023	12/31/2023	51,500				427.00	115.00	312.00	73.07%
1513-023: Annual Comprehensive Economic Development	1/1/2023	12/31/2023	50,000	172,799	64,904	62.44%	642.00	270.00	372.00	57.94%
1516-023: EMSI Analysis Services	1/1/2023	12/31/2023	20,000				228.00	48.75	179.25	78.62%
1517-023: Support/Participation in Local/Regional	1/1/2023	12/31/2023	21,000				230.00	102.00	128.00	55.65%
1520-023: EDA Technical Assistance - To be Determined	1/1/2023	12/31/2023	14,500				148.00	71.00	77.00	52.03%
1561-023: EDA CARES Act Administration	1/1/2023	12/31/2023	9,488				33.00	9.50	23.50	71.21%
1562-023: CARES Act Disaster Recov & Econ R	1/1/2023	12/31/2023	53,000	75,488	31,635	58.09%	302.00	413.00	-111.00	-36.75%
1563-023: CARES Act: ECWRPC Continuity Plan	1/1/2023	12/31/2023	7,000				31.00	27.00	4.00	12.90%
1565-023: CARES Act: COVID-19 Response Technical	1/1/2023	12/31/2023	6,000				49.00	24.50	24.50	50.00%
1621-023: NR-135 Non-Metallic Mine Reclamation	1/1/2023	12/31/2023	143,503	143,503	82,245	42.69%	1527.00	819.00	708.00	46.37%
2454-023: T Greenville Mining Inspection	1/1/2023	6/30/2022	750	750	621	17.16%	8.00	9.00	-1.00	-12.50%
2459-023: City of Chilton Comprehensive Plan	6/1/2022	6/30/2023	29,542	29,542	15,422	47.80%	362.00	210.25	151.75	41.92%
2461-023 GO Transit Development Plan	9/1/2022	12/31/2023	130,468	130,468	39,169	69.98%	114.00	156.50	-42.50	-37.28%
TOTALS							23092.00	11505.75	11586.25	50.17%

DATE: July 28, 2023

TO: ECWRPC Executive Committee

FROM: Melissa Kraemer Badtke, Executive Director and Sara Otting, Controller

RE: Proposed Resolution 31-23: Adoption of the Preliminary Year 2024 Budget, Final Tax Levy, and Staffing Plan for the East Central Wisconsin Regional Planning Commission

Attached you will find the 2024 preliminary budget and levy options for the Commission. Based on the reorganization plan, the budget focused on the core program areas with significant funding increases in the transportation program.

In addition, there were a few assumptions that were made by the East Central staff in developing the Preliminary Budget and Levy Options.

- **Health Insurance Rates**– Health Insurance Premiums will not be available until September. For the purposes of the 2024 preliminary budget, health insurance remained the same as 2023.
- **Lease** – The lease for the Commission expires in July 2024. The preliminary budget included moving expenses, along with a lease payment that would be similar to the current lease.
- **Merit and Salary Adjustments** – The preliminary budget also accounted for salary adjustments and merit increases for the upcoming year.

Regional Comprehensive Plan and Implementation: The Regional Comprehensive Plan will be completed in 2024 and included in the budget is funding to implement regional planning studies that will be identified in the Regional Comprehensive Plan.

Assumptions for Transportation Program funding:

Appleton (Fox Cities)/Oshkosh MPO Program: The transportation funding amounts for the Appleton (Fox Cities)/Oshkosh Metropolitan Planning Organizations will increase slightly for 2024.

Appleton (Fox Cities)/Oshkosh MPO Programs				
	Federal Funding	State Funding	Local Funding	Total Funding
2024 UPWP Funding Levels	\$789,969	\$36,266	\$161,226	\$987,461
2023 UPWP Funding Levels	\$725,476	\$34,025	\$147,344	\$906,845
Amount Increased	\$64,493	\$2,241	\$13,882	\$80,616

Fond du Lac MPO Program: The Fond du Lac MPO funding will not increase for 2024.

Regional Transportation Program: The Regional Transportation Program amount will likely remain the same as this year. Commission staff will receive funding approval letters from the Wisconsin Department of Transportation in August. At this time, Commission staff has assumed that the amount of funding will remain the same for next year.

In addition, the new Bipartisan Infrastructure Law (BIL)/Infrastructure Investment and Jobs Act (IIJA) is a 5-year bill and it is anticipated that MPO budgets will increase by 2% annually. There are also new federal requirements and program deliverables that will need to be included in the work program and budget. This includes housing coordination and 2.5% of the budget will need to be used to plan

for safe and accessible streets. Additional guidance from Federal Highway Administration, Federal Transit Administration, and the Wisconsin Department of Transportation will be forthcoming.

In 2024, the budget includes an additional Associate Transportation Planner position.

Regional Safe Routes to School Program funding: Funding levels for the Regional Safe Routes to School Program will also increase in 2024. Two SRTS project awards need to be completed and closed out by June 30, 2024. During the pandemic, the Safe Routes to School team was unable to travel to schools and work with SRTS Coalitions on this program. However, the team continues to develop SRTS action plans and work with communities and schools on educating students on bicycling and walking.

Economic Development Program:

3-Year Planning Partnership Grant (70% federal funding, 30% local match): In the fall of 2023, East Central staff will be applying for the 3-year planning partnership grant. Staff has reached out to the Economic Development Administration (EDA) staff and they anticipate that East Central would receive 70% federal funding with a 30% local match. For the previous 3-year planning partnership grant, the Commission was awarded funds from EDA with 60% federal funding with a 40% local match. The Commission will be in the first year of the three-year planning partnership grant.

Sewer Service Area/Water Quality Management Program: In 2023, East Central received increased funding from the Wisconsin Department of Natural Resources. For the 2024 preliminary budget, East Central staff assumed that the same amount provided by the Wisconsin Department of Natural Resources would be provided for the program in 2024. The Commission match for the program would be approximately \$75,000.

Local Contracts: East Central staff was recently notified that the Wisconsin Department of Administration is sending out letters to communities who have not updated their comprehensive plan within the last 10 years. In addition, a few communities have reached out to the Commission to assist with their Outdoor Recreation Plans. The Wisconsin Department of Natural Resources will be opening the program application cycle for Stewardship funds in 2024.

Each budget and levy option rely on the following information:

- Table 1- Equalized Property Values 2018 through 2022
- Table 2 – Levy Amounts 2020-2023 and Proposed 2024 Levy Options
- Table 3 – Preliminary 2024 Budget Summary with Levy Options Comparison
- Table 4 - Programs & Grants – These amounts remain the same for all levy options.
- Table 5 Overhead Budget – These amounts remain the same for all levy options.

Staff have developed options to discuss with the Executive Committee including options with seven Counties as members.

Option 1: 2024 Preliminary Budget and Proposed Levy Amount - \$575,000

Option 2: 2024 Preliminary Budget and Proposed Levy Amount - \$600,000

Option 3: 2024 Preliminary Budget and Proposed Levy Amount - \$625,000

Option 4: 2024 Preliminary Budget and Proposed Levy Amount - \$702,443

Staff Recommendation: Based on feedback from the Executive Committee at the June 14th meeting, staff is recommending approval of Option 3: 2024 Preliminary Budget and Proposed Levy Amount - \$625,000 as reflected in Proposed Resolution 31-23.

Table 1: ECWRPC Equalized Property Valuation 2012-2022 (member units only)

PARTICIPATING JURISDICTION	2018 EQUALIZED REAL PROPERTY VALUATION (-TID Inc.)	2019 EQUALIZED REAL PROPERTY VALUATION (-TID Inc.)	2020 EQUALIZED REAL PROPERTY VALUATION (-TID Inc.)	2021 EQUALIZED REAL PROPERTY VALUATION (-TID Inc.)	2022 EQUALIZED REAL PROPERTY VALUATION (-TID Inc.)	% CHANGE FROM PREVIOUS YEAR
CALUMET CO.	\$ 3,900,630,100	\$ 4,137,820,401	\$ 4,365,853,302	\$ 4,713,654,802	\$ 5,467,633,402	16.00%
FOND DU LAC CO. (County rejoined in full, 2015)	\$ 7,493,164,400	\$ 7,817,497,000	\$ 8,195,955,700	\$ 8,640,813,500	\$ 9,769,155,400	13.06%
GREEN LAKE CO.	n/a	n/a	n/a	n/a	n/a	n/a
MARQUETTE CO. (withdrew effective 2002)	n/a	n/a	n/a	n/a	n/a	n/a
MENOMINEE CO.	\$ 296,932,000	\$ 327,199,900	\$ 354,680,100	\$ 395,192,300	\$ 517,430,000	30.93%
OUTAGAMIE CO.	\$ 15,176,940,000	\$ 16,076,806,500	\$ 17,126,712,400	\$ 18,233,974,500	\$ 20,402,550,900	11.89%
SHAWANO CO.	\$ 3,115,496,200	\$ 3,248,758,700	\$ 3,363,105,400	\$ 3,569,420,900	\$ 4,092,668,800	14.66%
WAUPACA CO.	\$ 4,114,949,500	\$ 4,235,726,000	\$ 4,344,409,900	\$ 4,692,105,500	\$ 5,139,999,600	9.55%
WAUSHARA CO.	\$ 2,525,939,100	\$ 2,652,330,200	\$ 2,798,461,200	n/a	n/a	n/a
WINNEBAGO CO.	\$ 12,969,909,200	\$ 13,655,711,100	\$ 14,197,530,100	\$ 15,082,216,100	\$ 16,793,519,300	11.35%
TOTALS (MEMBERS)	\$ 49,593,960,500	\$ 52,151,849,801	\$ 54,746,708,102	\$ 55,327,377,602	\$ 62,182,957,402	12.39%

Source: Wisconsin Department of Revenue, Report Used for Apportionment of Court

↑ 2021 levy based on this amt ↑ 2022 levy based on this amt ↑ 2023 levy based on this amt ↑ 2024 levy based on this amt

Table 2: ECWRPC 2014-2023 Levies & Proposed 2024 Levy Options

PARTICIPATING JURISDICTION	2020 TAX LEVY (RATE = 0.000015873)	2021 TAX LEVY (RATE = 0.000011259)	2022 TAX LEVY (RATE = 0.000008896)	2023 TAX LEVY (RATE = 0.000011296)	Option 1		Option 2		Option 3		Option 4	
					2024 TAX LEVY (RATE = 0.000009247)	\$ INCREASE / DECREASE 2023-2024	2024 TAX LEVY (RATE = 0.000009649)	\$ INCREASE / DECREASE 2023-2024	2024 TAX LEVY (RATE = 0.000010051)	\$ INCREASE / DECREASE 2023-2024	2024 TAX LEVY (RATE = 0.000011296)	\$ INCREASE / DECREASE 2023-2024
CALUMET CO.	\$ 61,914.70	\$ 46,587.72	\$ 38,840.19	\$ 53,247.32	\$ 50,558.70	\$ (2,688.62)	\$ 52,756.90	\$ (490.42)	\$ 54,955.10	\$ 1,707.78	\$ 61,764.56	\$ 8,517.24
FOND DU LAC CO. (rejoined 2015)	\$ 118,939.00	\$ 88,017.20	\$ 72,914.14	\$ 97,610.06	\$ 90,334.47	\$ (7,275.59)	\$ 94,262.05	\$ (3,348.01)	\$ 98,189.64	\$ 579.58	\$ 110,356.26	\$ 12,746.20
GREEN LAKE CO.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MARQUETTE CO.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MENOMINEE CO.	\$ 4,713.20	\$ 3,683.94	\$ 3,155.36	\$ 4,464.25	\$ 4,784.63	\$ 320.38	\$ 4,992.65	\$ 528.40	\$ 5,200.68	\$ 736.43	\$ 5,845.09	\$ 1,380.84
OUTAGAMIE CO.	\$ 240,903.57	\$ 181,008.76	\$ 152,365.33	\$ 205,978.21	\$ 188,660.49	\$ (17,317.72)	\$ 196,863.12	\$ (9,115.09)	\$ 205,065.75	\$ (912.46)	\$ 230,475.31	\$ 24,497.10
SHAWANO CO.	\$ 49,452.27	\$ 36,577.77	\$ 29,919.38	\$ 40,321.60	\$ 37,844.53	\$ (2,477.07)	\$ 39,489.94	\$ (831.66)	\$ 41,135.36	\$ 813.76	\$ 46,232.41	\$ 5,910.81
WAUPACA CO.	\$ 65,316.59	\$ 47,690.04	\$ 38,649.42	\$ 53,003.86	\$ 47,529.10	\$ (5,474.76)	\$ 49,595.58	\$ (3,408.28)	\$ 51,662.06	\$ (1,341.80)	\$ 58,063.48	\$ 5,059.62
WAUSHARA CO.	\$ 40,094.23	\$ 29,862.59	\$ 24,896.11	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WINNEBAGO CO.	\$ 205,871.37	\$ 153,749.65	\$ 126,306.28	\$ 170,374.70	\$ 155,288.11	\$ (15,086.59)	\$ 162,039.76	\$ (8,334.94)	\$ 168,791.42	\$ (1,583.28)	\$ 189,706.26	\$ 19,331.56
TOTALS (MEMBERS)	\$ 787,204.93	\$ 587,177.67	\$ 487,046.20	\$ 625,000.00	\$ 575,000.00	\$ (50,000.00)	\$ 600,000.00	\$ (25,000.00)	\$ 625,000.00	\$ 0.00	\$ 702,443.37	\$ 77,443.37

Table 3: East Central Wisconsin RPC Draft 2024 Budget Summary

Table 3: East Central Wisconsin RPC Draft 2024 Budget Summary			\$575,000 levy	\$600,000 levy	\$625,000 levy	\$702,443 levy	
Projected Operating Revenues			OPTION 1 2024 PROPOSED BUDGET	OPTION 2 2024 PROPOSED BUDGET	OPTION 3 2024 PROPOSED BUDGET	OPTION 4 2024 PROPOSED BUDGET	2023 APPROVED & AMENDED BUDGET
	Intergovernmental Grants		\$ 1,861,924	\$ 1,861,924	\$ 1,861,924	\$ 1,861,924	\$ 1,900,025
		Federal Grants	\$ 1,766,765	\$ 1,766,765	\$ 1,766,765	\$ 1,766,765	\$ 1,801,490
		State Grants	\$ 95,159	\$ 95,159	\$ 95,159	\$ 95,159	\$ 98,535
		Other Grants	\$ -	\$ -	\$ -	\$ -	\$ -
	Intergovernmental Charges for Services		\$ 731,255	\$ 756,255	\$ 781,255	\$ 858,698	\$ 809,817
		Local districts membership levy	\$ 575,000	\$ 600,000	\$ 625,000	\$ 702,443	\$ 625,000
		Local district contracts (secured & estimated)	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 40,792
		NR-135 program (Operator fees)	\$ 131,680	\$ 131,680	\$ 131,680	\$ 131,680	\$ 123,450
		NR-135 program (WDNR fees)	\$ 20,575	\$ 20,575	\$ 20,575	\$ 20,575	\$ 20,575
	Public Charges for Services		\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
	Total Operating Revenues		\$ 2,607,179	\$ 2,632,179	\$ 2,657,179	\$ 2,734,622	\$ 2,723,842
Projected Operating Expenses							
	Salaries and wages		\$ 1,393,708	\$ 1,393,708	\$ 1,393,708	\$ 1,393,708	\$ 1,285,494
		Staff	\$ 1,376,708	\$ 1,376,708	\$ 1,376,708	\$ 1,376,708	\$ 1,271,494
		Commissioners (meeting payments)	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 14,000
	Employee fringe benefits		\$ 490,100	\$ 490,100	\$ 490,100	\$ 490,100	\$ 413,496
		Health Insurance	\$ 278,865	\$ 278,865	\$ 278,865	\$ 278,865	\$ 219,308
		FICA, Wkmn's Comp, Life, WRS, etc.	\$ 211,235	\$ 211,235	\$ 211,235	\$ 211,235	\$ 194,188
	Direct grant expenses		\$ 400,800	\$ 400,800	\$ 400,800	\$ 400,800	\$ 682,758
	Overhead Expenses		\$ 322,125	\$ 322,125	\$ 322,125	\$ 322,125	\$ 290,009
	6100	Meeting Expenses & Staff Development	\$ 14,440	\$ 14,440	\$ 14,440	\$ 14,440	\$ 17,440
	6200	Supplies	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 5,600
	6300	Office Space & Equipment	\$ 73,531	\$ 73,531	\$ 73,531	\$ 73,531	\$ 62,529
	6400	Reference materials, subscriptions and dues	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 1,600
	6500	Printing and Publishing	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 12,500
	6600	Postage	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
	6700	Staff expenses	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ 9,000
	6800	Insurance, legal, audit	\$ 87,200	\$ 87,200	\$ 87,200	\$ 87,200	\$ 42,840
		Interest	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 7,500
		Depreciation	\$ 112,800	\$ 112,800	\$ 112,800	\$ 112,800	\$ 130,500
Total Operating Expenses			\$ 2,606,731	\$ 2,606,731	\$ 2,606,731	\$ 2,606,731	\$ 2,671,757
Projected Surplus / (Deficit)			\$ 447	\$ 25,447	\$ 50,447	\$ 127,891	\$ 52,085

Table 4: ECWRPC - 2024 Federal and State Program Revenues & Matches

Funding Source	Funding Entity/Program	2024 Total Estimated Award Amount		Required Local Share %	Local Share Amount (ECWRPC Levy)	Total Program Cost
		Federal Amount	State/Local Amount			
PL Funding	FHWA and State- PL (FC&Osh MPOs)	\$ 789,969	\$ 36,266	16.3%	\$ 161,226	\$ 987,461
PL Funding	Appleton/Oshkosh MPO Carryover	\$ 180,000	\$ 9,000	16.0%	\$ 36,000	\$ 225,000
PL Funding	FHWA - PL (Fond du Lac MPO)	\$ 180,000	\$ 6,427	17.1%	\$ 38,573	\$ 225,000
SPR Funding	FHWA - Regional Program (SPR)	\$ 71,729	\$ 8,966	10.0%	\$ 8,966	\$ 89,661
TAP Funding	Regional Safe Routes to School Program (SRTS)	\$ 390,400		20.0%	\$ 97,600	\$ 488,000
Fed/Local	GO Transit Development Plan	\$ 35,000	\$ 8,500	20.0%		\$ 43,500
Federal	EDA - Economic Development Program Planning Grant	\$ 81,667		30.0%	\$ 35,000	\$ 116,667
EPA & DNR funding	#1230 - WDNR - NR-121 Sewer Service Area Planning Grant	\$ 38,000	\$ 26,000	50.0%	\$ 75,000	\$ 139,000
Local Levy	Regional Comprehensive Plan				\$ 50,000	\$ 50,000
	Totals	\$ 1,766,765	\$ 95,159		\$ 502,365	\$ 2,314,289

Federal Grant Total \$ 1,766,765

State Grant Total \$ 95,159

Other Grant Total

Total \$ 1,861,924

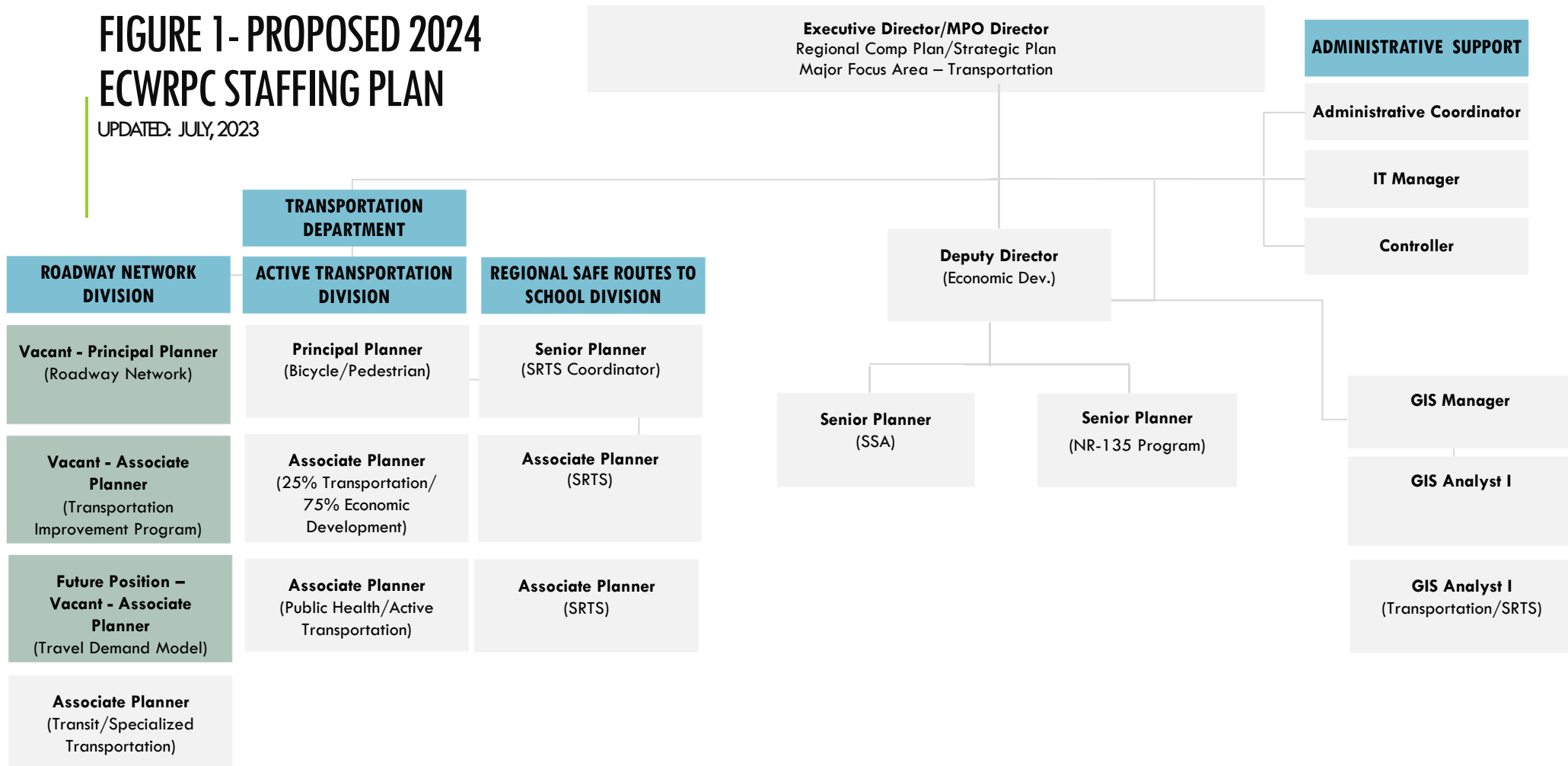
**\$3.71
Leveraged for
every \$1 matched by EC**

Table 5: ECWRPC 6000 Work Program Element -2024 Overhead Budget

Work Program Element/Item	Overhead Item	PROPOSED 2024 BUDGET	ADOPTED 2023 BUDGET	Difference (2023-2024)
6100	Meeting Expenses & Staff Development	\$ 14,440	\$ 17,440	\$ (3,000)
6101	Staff Development*	\$ 6,940	\$ 12,940	\$ (6,000)
6102	Commissioner's Meeting Exp. (mileage only)**	\$ 7,500	\$ 4,500	\$ 3,000
6200	Supplies	\$ 7,000	\$ 5,600	\$ 1,400
6201	General Office & Copier Supplies	\$ 5,000	\$ 4,000	\$ 1,000
6203	GIS Printing/Plotting/Graphics Supplies		\$ 100	\$ (100)
6205	Miscellaneous Supplies	\$ 2,000	\$ 1,500	\$ 500
6300	Office Space and Equipment	\$ 73,531	\$ 62,529	\$ 11,002
6302	Utilities & Security Monitoring	\$ 15,000	\$ 12,500	\$ 2,500
6310	Telephone/Internet	\$ 6,000	\$ 6,000	\$ -
6320	General Office Furniture/Equipment	\$ 8,000	\$ 8,000	\$ -
6340	Computer & Software Expense	\$ 7,000	\$ 6,250	\$ 750
6350	Copier/Postage Meter Rental	\$ 1,000	\$ 1,000	\$ -
6391	Computer Software Maintenance	\$ 36,531	\$ 28,779	\$ 7,752
6400	Reference Materials, Subscriptions & Dues	\$ 3,154	\$ 1,600	\$ 1,554
6401	Reference Materials & Books	\$ 100	\$ 100	\$ -
6410	Subscriptions	\$ 2,000	\$ 500	\$ 1,500
6450	Professional Org. Memberships & Dues	\$ 1,054	\$ 1,000	\$ 54
6500	Printing and Publishing	\$ 1,000	\$ 12,500	\$ (11,500)
6503	Marketing	\$ 1,000	\$ 12,500	\$ (11,500)
6600	Postage	\$ 500	\$ 500	\$ -
6700	Staff Expenses*	\$ 11,500	\$ 9,000	\$ 2,500
6701	Agency Car Maintenance & Expenses	\$ 4,500	\$ 3,000	\$ 1,500
6702	EE Vehicle Mileage (not job related)	\$ 2,000	\$ 2,000	\$ -
6703	Other EE Expenses (not job related)	\$ 5,000	\$ 4,000	\$ 1,000
6800	Insurance, Legal and Audit	\$ 87,200	\$ 42,840	\$ 44,360
6803	Insurance	\$ 12,000	\$ 6,850	\$ 5,150
6820	Legal Counsel / HR Services / Prof fees	\$ 20,000	\$ 20,000	\$ -
6830	Annual Audit	\$ 12,700	\$ 13,990	\$ (1,290)
6840	Banking Fees	\$ 2,500	\$ 2,000	\$ 500
	Other Professional Services - Moving costs	\$ 40,000		\$ 40,000
6900	Capital Purchases	\$ 25,000	\$ 15,000	\$ 10,000
6870/assets	Capital Purchases, Computers & Equipment	\$ 25,000	\$ 15,000	\$ 10,000
GRAND TOTAL		\$ 223,325	\$ 167,009	\$ 56,316

FIGURE 1- PROPOSED 2024 ECWRPC STAFFING PLAN

UPDATED: JULY, 2023



PROPOSED RESOLUTION NO. 31-23

ADOPTION OF THE PRELIMINARY BUDGET FOR CALENDAR YEAR 2024, FINAL TAX LEVY, AND STAFFING PLAN FOR THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

WHEREAS, Article II, Section 2 of the By-laws of the East Central Wisconsin Regional Planning Commission requires the adoption of an annual budget, and;

WHEREAS, the 2024 preliminary budget, staffing, and tax levy considerations have been duly reviewed and recommended by the Executive Committee on June 14, 2023 and July 28, 2023 and based on the proposed levy is the minimum with which to carry out the agency's work program, and;

WHEREAS, East Central Wisconsin Regional Planning Commission approved a re-organization plan on April 24, 2020, which identified a reduction in the levy for 2021 in the amount of \$200,000, a reduction in the levy for 2022 in the amount of \$100,000; and a reduction in the levy for 2023 in the amount of \$50,000, and;

WHEREAS, East Central Wisconsin Regional Planning Commission is receiving a significant increase in the federal funding for the Appleton (Fox Cities), Oshkosh, and Fond du Lac Metropolitan Planning Organization transportation programs and will require an increase in the local match in order to leverage in the additional federal funds, and;

WHEREAS, Outagamie County and East Central Wisconsin Regional Planning Commission have amended the Intergovernmental Agreement in 2022 to allow the Commission to increase the levy to leverage in the additional federal funding for the transportation program, and;

WHEREAS, East Central Wisconsin Regional Planning Commission staff has worked with the Economic Development Administration, the Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation to estimate the anticipated local match for the core program areas of Economic Development, Transportation, and Water Quality Management, and;

NOW THEREFORE, BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

Section 1: That the Commission adopts the 2024 Preliminary Budget and authorizes the officers of the Commission to enter into contracts and agreements as necessary to fund and carry out the intended work program as it relates to the budget.

Section 2: That the levy rate of **0.000010051** of equalized real property valuation is set with the actual levy amount to be determined based on the 2022 equalization of the real property, minus TID increments, as determined by the Supervisor of Assessments. This amount is calculated to be **\$625,000** for 2024.

Effective Date: July 28, 2023

Submitted By: Executive Committee

Prepared By: Melissa Kraemer Badtke, Executive Director

Jeff Nooyen, Chair – Outagamie Co.

Attest: Melissa Kraemer-Badtke–ECWRPC Executive Director

Date Approved

DATE: July 28, 2023

TO: ECWRPC Executive Committee

FROM: Melissa Kraemer Badtke, Executive Director and Sara Otting, Controller

RE: Proposed Resolution 33-23: Amending the 2023 Work Program, Budget, and Staffing Plan for East Central Wisconsin Regional Planning Commission

East Central staff is requesting an amendment to the 2023 Work Program, Budget, and Staffing Plan.

Economic Development Program:

With recent staff transitions in the Economic Development Program, East Central staff reviewed the 2023 budget for the three year Planning Partnership Grant with the Economic Development Administration, as 2023 is the last year of the grant. It is anticipated that there would be additional funding remaining at the end of the grant period. East Central staff evaluated the situation and determined that the Small Community Technical Assistance Project has provided a lot of value to the small urban communities (communities under 12,000 in population) and would be a great project to add to the work program for 2023. East Central staff worked with the Economic Development Administration and they have approved the addition of a third round of the Small Community Technical Assistance Grant Program. In the 2023 budget, funding would be reallocated within the EDA Partnership Planning Grant as follows:

1512 CEDS Implementation	\$	(15,500)
1516 Data & Analysis Services	\$	(12,000)
1517 Program Outreach & Collaboration	\$	(3,000)
1520 General Technical Assistance – Partnership Planning	\$	30,500

New North, Inc. Service Agreement:

In March, 2023, the Public Service Commission of Wisconsin announced that 77 entities had opted into the Broadband Equity, Access and Deployment (BEAD) Local Planning Grant Program. The BEAD Local Planning Grant Program supports locally informed analysis of broadband needs that will providing information for Wisconsin's Five-Year Action Plan. New North, Inc. as the Regional Economic Development Organization (REDO) has been working with counties within East Central Wisconsin to begin the process to develop each of the County plans.

During the initial conversations with the New North Broadband Alliance, it was communicated that there was a need to have GIS data analysis and visualization services provided as part of the plan development. Staff from New North, Inc. and the participating counties requested the GIS and data analysis services from East Central Wisconsin Regional Planning Commission and Bay Lake Wisconsin Regional Planning Commission. New North, Inc. has currently agreements with the Public Service Commission of Wisconsin and the participating counties within their service area to develop this plan.

East Central would receive \$40,000 to develop GIS datasets and conduct data analysis for this project for the following counties: Calumet, Fond du Lac, Outagamie, Menominee, Shawano, Winnebago, Waushara, and Marquette Counties. Green Lake and Waupaca counties have opted to complete the plan on their own. The funding is 100% state funding with no local match, which will allow East Central staff to assist with this project for non-member counties. Any GIS datasets that are developed along with additional visualization or mapping materials will be provided back to the counties to use moving forward. The project is anticipated to begin in August, 2023 and be completed by December 31, 2023. The Table 3: 2023 Budget Summary, Table 4: ECWRPC – 2023 Federal and State Program Revenues and Matches, and the work program section has been updated to reflect this new project.

Amending the 2023 Staffing Plan: Staffing for the transportation program continues to be a challenge. The Principal Transportation Planner remains vacant and recently Tanner Russell, an Associate Planner, accepted a position at the Town of Grand Chute. In the preliminary 2024 Budget, you'll note that there will be less contract work in the transportation program along with a slight increase in funding for the Appleton (Fox Cities)/Oshkosh Metropolitan Planning Organization, which allows the Commission to hire an additional Associate Transportation Planner for the Transportation Program for 2024. Contingent on the approval of the Preliminary 2024 Budget, Final Tax Levy, and the staffing Plan, East Central staff is proposing hiring the additional Associate Transportation Planner in August, 2023 to assist with transportation program deliverables through 2023.

Staff Recommendation: Staff is recommending approval of Proposed Resolution 33-23: Amending the 2023 Work Program, Budget, and Staffing Plan for East Central Wisconsin Regional Planning Commission.

Updated:
7/14/2023

Table 3: East Central Wisconsin RPC Draft 2023 Budget Summary

	2023 AMENDED BUDGET	2022 APPROVED & AMENDED BUDGET	Difference (\$)	Difference (%)
Projected Operating Revenues				
Intergovernmental Grants	\$ 1,928,616	\$ 8,794,279	\$ (6,865,663)	-78.1%
Federal Grants	\$ 1,792,363	\$ 8,661,792	\$ (6,869,429)	-79.3%
State Grants	\$ 136,253	\$ 132,487	\$ 3,766	2.8%
Other Grants	\$ -	\$ -	\$ -	0.0%
Intergovernmental Charges for Services	\$ 809,817	\$ 734,491	\$ 75,326	10.3%
Local districts membership levy	\$ 625,000	\$ 487,046	\$ 137,954	28.3%
Local district contracts (secured & estimated)	\$ 40,792	\$ 120,070	\$ (79,278)	-66.0%
NR-135 program (Operator fees)	\$ 123,450	\$ 109,380	\$ 14,070	12.9%
NR-135 program (WDNR fees)	\$ 20,575	\$ 17,995	\$ 2,580	14.3%
Public Charges for Services	\$ 14,000	\$ 7,245	\$ (450)	93.2%
Total Operating Revenues	\$ 2,752,433	\$ 9,536,015	\$ (6,783,582)	-71.1%
Projected Operating Expenses				
Salaries and wages	\$ 1,285,494	\$ 1,201,444	\$ 84,050	7.0%
Staff	\$ 1,271,494	\$ 1,187,444	\$ 84,050	7.1%
Commissioners (meeting payments)	\$ 14,000	\$ 14,000	\$ -	0.0%
Employee fringe benefits	\$ 413,496	\$ 413,532	\$ (36)	0.0%
Health Insurance	\$ 219,308	\$ 231,840	\$ (12,532)	-5.4%
FICA, Wkmn's Comp, Life, WRS, etc.	\$ 194,188	\$ 181,692	\$ 12,496	6.9%
Direct grant expenses	\$ 682,758	\$ 7,413,248	\$ (6,730,490)	-90.8%
Overhead Expenses	\$ 290,009	\$ 269,281	\$ 20,728	7.7%
6100 Meeting Expenses & Staff Development	\$ 17,440	\$ 16,660	\$ 780	4.7%
6200 Supplies	\$ 5,600	\$ 7,000	\$ (1,400)	-20.0%
6300 Office Space & Equipment	\$ 62,529	\$ 146,806	\$ (84,277)	-57.4%
6400 Reference materials, subscriptions and dues	\$ 1,600	\$ 975	\$ 625	64.1%
6500 Printing and Publishing	\$ 12,500	\$ 12,500	\$ -	0.0%
6600 Postage	\$ 500	\$ 500	\$ -	0.0%
6700 Staff expenses	\$ 9,000	\$ 7,500	\$ 1,500	20.0%
6800 Insurance, legal, audit	\$ 42,840	\$ 55,700	\$ (12,860)	-23.1%
Interest	\$ 7,500	\$ 140	\$ 7,360	5257.1%
Depreciation	\$ 130,500	\$ 21,500	\$ 109,000	507.0%
Total Operating Expenses	\$ 2,671,757	\$ 9,297,505	\$ (6,625,748)	-71.3%
Projected Surplus / (Deficit)	\$ 80,677	\$ 238,510	\$ (157,833)	-66.2%

Table 4: ECWRPC - 2023 Federal and State Program Revenues & Matches

Funding Source	Funding Entity/Program	2023 Total Estimated Award Amount		Required Local Share %	Local Share Amount (ECWRPC Levy)	Total Program Cost
		Federal Amount	State/Local Amount			
PL Funding	FHWA and State- PL (FC&Osh MPOs)	\$ 725,476	\$ 34,025	16.2%	\$ 147,344	\$ 906,845
PL Funding	Appleton/Oshkosh MPO Carryover	\$ 107,868	\$ 6,742		\$ 20,225	\$ 134,835
PL Funding	FHWA - PL (Fond du Lac MPO)	\$ 180,000	\$ 6,427	17.3%	\$ 39,130	\$ 225,557
SPR Funding	FHWA - Regional Program (SPR)	\$ 71,729	\$ 8,966	10.0%	\$ 8,966	\$ 89,661
TAP Funding	Regional Safe Routes to School Program (SRTS)	\$ 381,600		20.0%	\$ 95,400	\$ 477,000
Fed/Local	GO Transit Development Plan	\$ 104,374	\$ 26,094			\$ 130,468
Federal	EDA - CARES Act	\$ 75,488		0.0%	\$ -	\$ 75,488
Federal	EDA - Economic Development Program Planning Grant	\$ 103,679		40.0%	\$ 69,119	\$ 172,799
Federal	Main Street Bounce Back Program	\$ 21,150				\$ 21,150
EPA & DNR funding	#1230 - WDNR - NR-121 Sewer Service Area Planning Grant	\$ 21,000	\$ 14,000	50.0%	\$ 103,245	\$ 138,245
State	New North - Regional BEAD Mapping Project		\$ 40,000			\$ 40,000
Local Levy	Regional Comprehensive Plan				\$ 61,000	\$ 61,000
	Totals	\$ 1,792,363	\$ 136,253		\$ 544,430	\$ 2,473,046

Federal Grant Total \$ 1,792,363
State Grant Total \$ 136,253
Other Grant Total

Total \$ 1,928,616

**\$3.54
Leveraged for
every \$1 matched by EC**



1500 ECONOMIC DEVELOPMENT

Table 8: ECWRPC Economic Development Program Budget

1500 Work Program Elements		EDA			Other Funding		Commission	
		Budget	Dollars	%	Dollars	%	Dollars	%
1510	EDA Partnership Planning Grant	\$ 172,798.57	\$ 103,679.14	60.0%			\$ 69,119.43	40.0%
1511	EDA Planning Partnership Grant Administration	\$ 15,798.57	\$ 9,479.14	60.0%			\$ 6,319.43	40.0%
1512	CEDS Implementation	\$ 36,000.00	\$ 21,600.00	60.0%			\$ 14,400.00	40.0%
1513	CEDS Annual Update	\$ 50,000.00	\$ 30,000.00	60.0%			\$ 20,000.00	40.0%
1516	Data and Analysis Services	\$ 8,000.00	\$ 4,800.00	60.0%			\$ 3,200.00	40.0%
1517	Program Outreach and Collaboration	\$ 18,000.00	\$ 10,800.00	60.0%			\$ 7,200.00	40.0%
1520	General Technical Assistance - Partnership Planning	\$ 45,000.00	\$ 27,000.00	60.0%			\$ 18,000.00	40.0%
	Total EDA Partnership Planning Grant	\$ 172,798.57	\$ 103,679.14	60.0%			\$ 69,119.43	40.0%
			EDA		Other Funding			
1530	Main Street Bounceback Grants Program	\$ 21,150.00	\$ -	0.0%	\$ 21,150.00	100.0%	\$ -	0.0%
1530	Main Street Bounceback Grants Program	\$ 21,150.00	\$ -	0.0%	\$ 21,150.00	100.0%	\$ -	0.0%
	Total Main Street Bounceback Grants Program	\$ 21,150.00	\$ -	0.0%	\$ 21,150.00	100.0%	\$ -	0.0%
			EDA					
1560	CARES Act - Institutional Grant	\$ 75,487.54	\$ 75,487.54	100.0%			\$ -	0.0%
1561	CARES Act: Grant Administration	\$ 9,487.54	\$ 9,487.54	100.0%			\$ -	0.0%
1562	CARES Act : Disaster Recovery and Economic Resiliency Plan	\$ 53,000.00	\$ 53,000.00	100.0%			\$ -	0.0%
1563	CARES Act: ECWRPC Continuity Plan	\$ 7,000.00	\$ 7,000.00	100.0%			\$ -	0.0%
1564	CARES Act: Organization Capacity Support	\$ -	\$ -	100.0%			\$ -	0.0%
1565	CARES Act: Covid-19 Response Technical Assistance	\$ 6,000.00	\$ 6,000.00	100.0%			\$ -	0.0%
	Total CARES Act: Institutional Grant	\$ 75,487.54	\$ 75,487.54	100.0%			\$ -	0.0%
1570	NEWREP Administrative Work	\$ 707.48	\$ -	0.0%	\$ 707.48	100.0%	\$ -	0.0%
1570	NEWREP Administrative Work	\$ 707.48	\$ -	0.0%	\$ 707.48	100.0%	\$ -	0.0%
	Total NEWREP Administrative Work	\$ 707.48	\$ -	0.0%	\$ 707.48	100.0%	\$ -	0.0%
	Total Economic Development Work Program (1500)	\$ 270,143.59	\$ 179,166.68	66.3%	\$ 21,857.48	8.1%	\$ 69,119.43	25.6%

1512 WORK ITEM: CEDS IMPLEMENTATION

Objective: Staff will facilitate implementation of the adopted 2018 Comprehensive Economic Development Strategy (CEDS) for the East Central region. East Central staff will work with communities, counties, and other public and private economic development entities to evaluate or support state and federal funding opportunities.

1512 Work Program Cost Summary			
EDA	Other Funding	ECWRPC	ELEMENT TOTAL
\$21,600.00	\$0.00	\$14,400.00	\$36,000.00
60.0%	0.0%	40.0%	100.0%

1512 - Staff Allocations in Hours				
Executive Director/ Deputy Director	Planning Staff	GIS Staff	Administrative Staff	Total Hours
263	165	0	0	428

FY 2022 Major Accomplishments

- Participated in the Fox Cities Housing Strategy development and planned the Fox Cities Housing Forum. Participated in the Fox Cities Destination Master Planning process.
- Assisted Outagamie County/Appleton International Airport and MITW/MTE with successful EDA grant applications and administration.
- Attended the Governor's Conference on Economic Development, the New North Summit, the WEDA Basic Economic Development Course, and the Wisconsin Economic Summit. Presented at the APA-Wisconsin Conference.
- Helped with MITW's application for the USDA Rural Partners Network.
- Compiled Revolving Loan Fund information for our region including Shawano County, Waupaca County, Outagamie County, Winnebago County, and Fond du Lac County.
- Hosted Menominee stakeholders for a familiarization discussion at the Commission in December 2022.

1512 Work Program – FY 2023 Schedule of Activities & Work Products	
Description	Timeline
1.1 Implement the goals, strategies, and objectives of the 2018 CEDS.	Ongoing
1.2 Assist communities with applications for economic development funding from federal, state, and private entities.	Ongoing
1.3 Assist with economic diversification activities with MITW and MTE including EDA grant administration.	Ongoing
1.4 Help Appleton International Airport administer their EDA Economic Adjustment Assistance Grant.	Ongoing
1.5 Attend conferences and trainings to increase institutional knowledge of economic development best practices.	Ongoing

1516 WORK ITEM: DATA AND ANALYSIS SERVICES

Objective: To utilize EMSI Developer, ESRI Business Analyst, IMPLAN, and other economic development data and tools to provide economic analysis to requesting economic development entities or communities in the East Central Region. Provide U.S. Census and American Community Survey data to stakeholders.

1516 Work Program Cost Summary			
EDA	Other Funding	ECWRPC	ELEMENT TOTAL
\$4,800.00	\$0.00	\$3,200.00	\$8,000.00
60.0%	0.0%	40.0%	100.0%

1516- Staff Allocations in Hours				
Executive Director/ Deputy Director	Planning Staff	GIS Staff	Administrative Staff	Total Hours
82	82	63	0	227

FY 2022 Major Accomplishments

- Compiled data reports for the following entities: Calumet County, Waushara County, City of Waupun, Ripon College, City of Waupaca, City of Chilton, MITW, GOEDC, FVWDB, FVTC, Goodwill, and Rawhide.
- Explored IMPLAN capabilities and procured IMPLAN. Began completing IMPLAN training modules.

1516 Work Program—FY 2023 Schedule of Activities & Work Products	
Description	Timeline
1.1 Use EMSI software to provide reports to economic development organizations and communities throughout the region.	Ongoing
1.2 Analyze ESRI Business Analyst capabilities and apply them for our region.	Ongoing
1.3 Learn IMPLAN software, complete training modules, and run reports for our region.	Ongoing
1.4 Apply knowledge to fulfill local requests for data and information which will help better understand the local economy and consider collaborative strategies to address issues or opportunities.	Ongoing

1517 WORK ITEM: PROGRAM OUTREACH AND COLLABORATION

Objective: To participate in, coordinate, and continue active membership in local, regional and state economic development activities and organizations. Build and develop relationships with economic development stakeholders throughout the region. Share information regarding various local and regional efforts so as to provide a presence for the Economic Development Administration.

1517 Work Program Cost Summary			
EDA	Other Funding	ECWRPC	ELEMENT TOTAL
\$10,800.00	\$0.00	\$7,200.00	\$18,000.00
60.0%	0.0%	40.0%	100.0%

1517 - Staff Allocations in Hours				
Executive Director/ Deputy Director	Planning Staff	GIS Staff	Administrative Staff	Total Hours
181	49	0	0	230

FY 2022 Major Accomplishments

- Attended Fox Cities Economic Development Professionals (FCEDP) monthly meetings, Greater Oshkosh Partners meetings, and NEWREP. Participated in New North Local Partner Meetings for economic development planning coordination.
- Served as Chair for the Fox Cities Economic Development Professionals.
- Attended Menominee Indian Tribe of Wisconsin's Strategic Planning Working Group meetings.
- Met with County and Municipal staff throughout the region to determine economic development needs.

1517 Work Program – FY 2023 Schedule of Activities & Work Products	
Description	Timeline
1.1 Serve as a liaison with EDA's Regional Economic Development Representative and serve as active members of other regional, county, local and state economic development groups/committees and associated working groups and task forces.	Ongoing
1.2 Improve internal and external communication across these organizations and with the public through interactions and other communication activities.	Ongoing
1.3 Provide support services to these organizations where needed.	Ongoing
1.4 Build and develop relationships with economic development stakeholders throughout the region and state.	Ongoing

1520 WORK ITEM: GENERAL TECHNICAL ASSISTANCE

Objective: To assist regional, county, and local economic development efforts and activities. To promote the use of applicable EDA programs and funding sources, as necessary. To provide expertise and support on economic development projects to stakeholders.

1520 Work Program Cost Summary			
EDA	Other Funding	ECWRPC	ELEMENT TOTAL
\$27,000.00	\$0.00	\$18,000.00	\$45,000.00
60.0%	0.0%	40.0%	100.0%

1520- Staff Allocations in Hours				
Executive Director/ Deputy Director	Planning Staff	GIS Staff	Administrative Staff	Total Hours
115	33	0	0	148

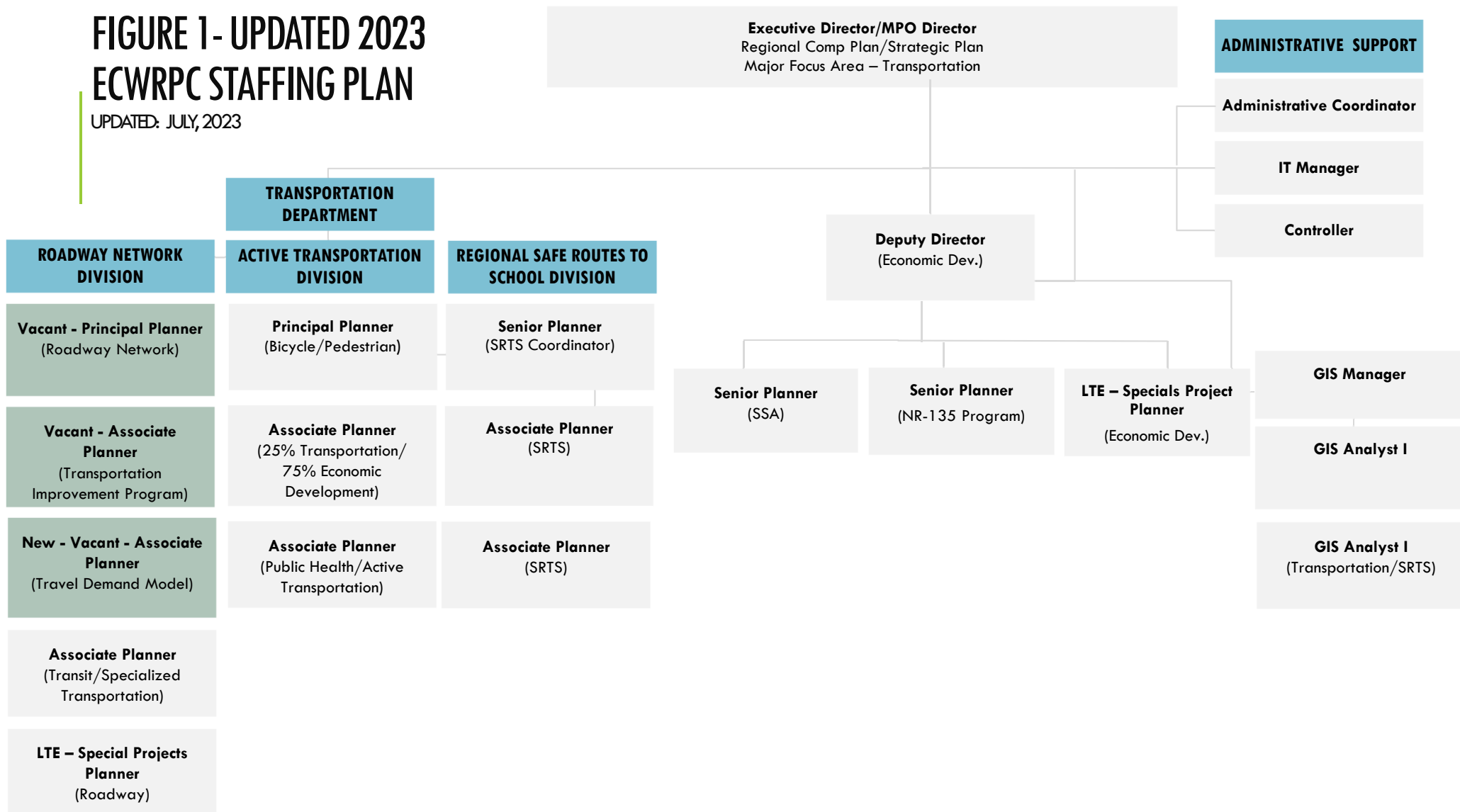
FY 2022 Major Accomplishments

- Partnered with MITW on their community kitchen planning efforts and reviewed their application for an ICDBG grant to fund the kitchen project.
- Lead planning efforts for the Fox Cities Housing Forum.
- Assisted the City of Waupun with their EDA ARPA EAA application.
- Provided workforce housing data to the City of Clintonville.
- Participated in the Fox Cities Destination Master Planning efforts.

1520 Work Program – FY 2023 Schedule of Activities & Work Products	
Description	Timeline
1.1 Prepare Economic Impact Study for Appleton International Airport.	December 2023
1.2 Develop pilot economic development program for drone flights.	June 2023
1.3 Identify funding mechanism to continue economic development technical assistance program previously funded through the CARES Act grant. Implement technical assistance program for 2023 with consultant.	August - December 2023
1.4 Provide technical assistance activities as needed.	Ongoing

FIGURE 1- UPDATED 2023 ECWRPC STAFFING PLAN

UPDATED: JULY, 2023



PROPOSED RESOLUTION NO. 32-23

AMENDING THE 2023 WORK PROGRAM, BUDGET AND STAFFING PLAN FOR THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

WHEREAS, Article II, Section 2 of the By-laws of the East Central Wisconsin Regional Planning Commission (ECWRPC) requires the adoption of an annual budget, and;

WHEREAS, the 2023 Work Program and Budget was adopted by the Commission on January 27, 2023, and;

WHEREAS, the 2023 Work Program and Budget was amended by the Commission on April 28, 2023, and;

WHEREAS, East Central Wisconsin Regional Planning Commission received funding from the Economic Development Administration for the three-year planning partnership grant, and;

WHEREAS, due to staffing transitions, ECWRPC will have funding available through the three-year planning partnership grant to complete a third round Small Community Technical Assistance program through a consultant contract, and;

WHEREAS, New North, Inc. has received funding from the Public Service Commission of Wisconsin for the Public Service Commission (PSC) of Wisconsin Broadband, Equity, Access, and Deployment (BEAD) Local Planning Grant Visualization Effort, and;

WHEREAS, New North, Inc. and the participating counties have requested the GIS mapping and data analysis services of East Central Wisconsin Regional Planning Commission staff and the funds will be used to meet the deliverables of this project, and;

WHEREAS, in anticipation of additional funding for the 2024 Transportation Program East Central Wisconsin Regional Planning will amend the 2023 staffing plan hire an additional staff member to assist in the completion of program deliverables in 2023; and,

NOW THEREFORE, BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

Section 1: That the Commission hereby amends the 2023 Work Program, Budget, and Staffing Plan to reflect the funding for the Small Communities Technical Assistance Program.

Section 2: That the Commission hereby amends the 2023 Work Program, Budget, and Staffing Plan to reflect the additional funding for the GIS Mapping and data analysis for the Public Service Commission (PSC) of Wisconsin Broadband, Equity, Access, and Deployment (BEAD) Local Planning Grant Visualization Effort.

Section 3: That the Commission hereby amends the 2023 Work Program, Budget, and Staffing Plan to add an additional staff member to the Transportation Program.

Effective Date: July 28, 2023

Submitted By: Executive Committee

Prepared By: Melissa Kraemer Badtke, Executive Director

Jeff Nooyen, Chair – Outagamie Co.

Attest: Melissa Kraemer-Badtke—ECWRPC Executive Director

Date Approved

TO: Executive Committee

FROM: Colin Kafka, Associate Planner | Economic Development Program Lead

DATE: July 28, 2023

RE: Authorizing the Executive Director of the Commission to Enter into a Contract for Professional Services with Ayres Associates Inc.

ECWRPC worked with Ayres Associates during Q2-Q4 in both 2021 and 2022 to successfully conduct the Small Community Technical Assistance Program. Utilizing CARES Act funding, the program provided day-long economic development technical assistance workshops for a total of 12 communities in the region with populations under 12,000 residents. Over two dozen communities applied for technical assistance with economic development projects that fit the scope of the program. ECWRPC staff, a Core Team of regional stakeholders, and Ayres Associates staff selected eight applicants in 2021 and four in 2022 to receive technical assistance. These workshops were a valuable exercise that aided the selected communities on a range of projects and began or continued conversations on economic development in the community. In addition, the program fostered relationships between ECWRPC and communities across the region while also advancing the goals of the ECWRPC economic development program. Final reports of these two rounds of technical assistance:

[Technical Assistance Program Summary 2021](#)
[Technical Assistance Program Summary 2022](#)

To continue this valuable program, we successfully amended our Planning Partnership Grant budget with the U.S. Economic Development Administration (EDA) in April 2023 to secure \$35,000 for a third round of the Small Community Technical Assistance program. Following the approval of EDA, a Request for Qualifications was posted between April 25 and May 19 and a Core Team of local stakeholders representing public and private Economic Development Organizations (EDOs) in the region was assembled. Three (3) proposals were submitted and, following a comprehensive review by staff and the Core Team, Ayres Associates Inc. was selected given the competitiveness and thoroughness of their proposal and budget.

Under the proposed contract for the Small Community Technical Assistance contract, Ayres will perform the following services in our region for a contract amount not to exceed \$35,000:

- Create and distribute an application for technical assistance to communities in the region with populations under 12,000.
- Coordinate with the Core Team and ECWRPC to select four communities to receive technical assistance.
- Provide day-long economic development workshops with the four selected communities.
- Develop a final report for the program.

Staff Recommendation: Staff recommends that the Executive Committee approve Proposed Resolution 32-22: Authorizing the Executive Director of the Commission to Enter into a Contract for Professional Services with Ayres Associates Inc, in an amount not to exceed \$35,000.

East Central Regional Planning Commission Contract for Consultant Services from: Ayres Associates Inc

EC Project ID Number: 1520-023

Contract Number: 1520-023-01

Catalog of Federal Domestic Assistance (CFDA) Number: 11.302



July, 12, 2023

Amanda Arnold, Urban Planner/Project Manager
Ayres Associates Inc
5201 E. Terrace Drive; Suite 200
Madison, WI 53718
608-441-3564
ArnoldA@AyresAssociates.com

**SUBJECT: AUTHORIZATION TO BEGIN WORK ON THE CONSULTANT CONTRACT
between East Central Wisconsin Regional Planning Commission (COMMISSION) and
Ayres Associates Inc (CONSULTANT)**

The consultant is hereby authorized to begin work on the following subject contract.

EC Project Number: 1520-023-01 Authorized Amount: Up to \$35,000

The total cost of this authorization will not exceed the amounts listed for the project unless the COMMISSION issues a revised authorization letter to the CONSULTANT. The CONSULTANT must include the EC Project Number on invoices submitted to the COMMISSION for payment.

A copy of the executed CONTRACT is enclosed.

If you have any questions concerning the CONTRACT, please contact Colin Kafka at (920) 886-6829 or via email at ckafka@ecwrpc.org.

Sincerely,

Melissa Kraemer Badtke
Executive Director

Cc: Craig Moser, Deputy Director
Colin Kafka, Associate Planner
Sara Otting, Controller

Enclosure

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CONTRACT BETWEEN

EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION (COMMISSION)
AND AYERS ASSOCIATES INC (CONSULTANT)

FOR PROJECT NUMBER: 1520-023-01

CFDA Number: 11.302

This CONTRACT, made and entered into by and between East Central Wisconsin Regional Planning Commission (COMMISSION) and Ayres Associates Inc (CONSULTANT), provides for those services described in detail herein and is for the purpose of the following:

The Small Community Technical Assistance Program (program) is intended to provide small communities with resources to help them enhance the economic vitality of commercial corridors or specific sites. The Consultant will work with the Core Team to:

- Identify and obtain relevant data to support program implementation.
- Market and promote application to the small community technical assistance program across the East Central region.
- Review and analyze applications for technical assistance.
- Implement the technical assistance program.
- Develop a final program report.

The COMMISSION deems it advisable to engage the CONSULTANT to provide certain services and has authority to contract for these services under Article 7, Section 1 (of East Central's bylaws or competitive bid policy).

The CONSULTANT will be compensated by the COMMISSION for services provided under this CONTRACT on the following actual cost basis:

- a) An ACTUAL COST up to **\$35,000.00** paid in monthly installments for work completed between August 1, 2023 – December 15, 2023 **until the \$35,000.00 is expended.**
- b) *The **final invoice** can be submitted once the **final services and materials have been submitted to the COMMISSION** and **both parties are in agreement** that the report is the final product and the **project has been completed.***
- c) The CONSULTANT services will be completed by December 15, 2023, with various phases completed within the timeframes identified in the Scope of Services (Appendix A). Compensation for all services provided by the CONSULTANT under the terms of this contract is on an ACTUAL COST basis and **shall not exceed \$35,000.00** in total.

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

The CONSULTANT Representative and billing contact person is Amanda Arnold, Ayres Associates Inc, whose work address/e-mail and telephone number are as follows:

Amanda Arnold, Urban Planner/Project Manager
Ayres Associates Inc
5201 East Terrace Drive; Suite 200
Madison, WI 53718
608-441-3564
ArnoldA@AyresAssociates.com

The COMMISSION Representative is Colin Kafka, whose work address/e-mail address and telephone number are as follows:

Colin Kafka, Associate Planner
East Central Wisconsin Regional Planning Commission
920-886-6829
ckafka@ecwrpc.org

The parties agree to all of the provisions which are annexed and made a part of the CONTRACT consisting of twenty-six pages, including all appendices.

For the CONSULTANT

**For the East Central Wisconsin Regional
Planning Commission**

By:

By:

Keely Campbell, PG
Manager - Development Services -
Midwestern
Ayres Associates Inc

Melissa Kraemer Badtke
Executive Director
East Central Wisconsin Regional Planning
Commission

Date:

Date:

Section 1: Additional Terms of Sub-contractor Services

☐ CONSULTANT is enlisting the services of another firm/consultant to complete the outlined deliverables as listed on/in page/appendix. (Please complete the sections below if applicable)

Name of firm/consultant _____

Services of SUB-CONSULTANT provided for the purpose of this contract (please list services as they relate to project deliverables)

☐ I, **Keely Campbell**, as the designated and authorized signatory of CONTRACT acknowledge that CONSULTANT has entered into a signed contract with SUB-CONSULTANT.

Date of signed contract _____

☐ A copy of the signed contract has been provided in these CONTRACT materials.

☐ CONSULTANT is not enlisting the services of another/firm consultant to complete the outlined deliverables as listed on/in page/appendix. CONSULTANT acknowledges that if this condition changes and CONSULTANT enlists the services of another firm/consultant to complete the outlined deliverables, CONSULTANT shall notify the COMMISSION in writing and enter into a contract amendment with the COMMISSION.

Approved

By:

Melissa Kraemer Badtke
Executive Director
East Central Wisconsin Regional Planning
Commission

Date:

APPENDIX A: SCOPE OF SERVICES AND BUDGET FOR

PROJECT NUMBER: 1520-023-01

East Central Wisconsin Regional Planning Commission

Ayres Associates, Inc.

Proposal to Provide:
Professional Services for Small Community Technical Assistance Program

Ayres Associates Inc
5201 E. Terrace Drive, Suite 200
Madison, WI 53718

Purpose:

The Small Community Technical Assistance Program (program) is intended to provide small communities with resources to help them enhance the economic vitality of commercial corridors or specific sites. The Consultant will work with the Core Team to:

- Identify and obtain relevant data to support program implementation.
- Market and promote application to the small community technical assistance program across the East Central region.
- Review and analyze applications for technical assistance.
- Implement the technical assistance program.
- Develop a final program report.

Tasks and Deliverables	Estimated Dollar Amount
Element 1: Program Initiation Events: <ul style="list-style-type: none">• Virtual kick-off meeting with the Core Team (Core Team Meeting #1) to review technical assistance products and make any necessary refinements.• Core Team Meeting #2 to review marketing efforts and criteria for communities to receive the technical assistance. Tasks: <ul style="list-style-type: none">• Data review to identify priority locations.• Develop list of economic development organizations, key municipal leaders, downtown organizations, chambers of commerce, and other stakeholder groups to partner with in the marketing of the assistance program.• Create criteria for receiving technical assistance.• Development of an application packet to guide communities on how to apply and make the best case for their needs. Timeframe: <ul style="list-style-type: none">• July-August 2023	Professional Fees: \$3,560 Admin, Travel & Miscellaneous Expenses: \$300 Estimated Total Cost: \$3,860

Element 2: Marketing and Outreach Tasks: <ul style="list-style-type: none">• Produce appealing and engaging marketing materials for the technical assistance program and distribute them extensively.• Summarize the marketing and outreach process and quantify the results (number of emails, social media post, articles, and other products generated) and share those results with the Core Team. Timeframe: <ul style="list-style-type: none">• August 2023	Professional Fees: \$3,960 Admin, Travel & Miscellaneous Expenses: \$300 Estimated Total Cost: \$4,260
Element 3: Program Implementation Events: <ul style="list-style-type: none">• Core Team Meeting #3 to review the results of the outreach and share applications for review and selection.• Site visits in which the Ayres team participates in workshops with selected communities. Tasks: <ul style="list-style-type: none">• Outline suggested recipients of the technical assistance and share with the Core Team for feedback and consensus including details regarding the anticipated technical assistance select communities will receive. Timeframe: <ul style="list-style-type: none">• Candidates for technical assistance chosen in September with workshops to take place in October.	Professional Fees: \$20,960 Admin, Travel & Miscellaneous Expenses: \$2,200 Estimated Total Cost: \$ 23,160

<p>Element 4: Development of Final Program Report</p> <p>Events:</p> <ul style="list-style-type: none">• Core Team Meeting #4 – The Ayres team will hold a fourth virtual meeting with the Core Team to review the results of the events and share the final report. <p>Tasks:</p> <ul style="list-style-type: none">• Produce a final report that documents the process with photographs, drawings, and meeting summaries. The report will focus on the tangible results of the assistance and outline potential next steps for the communities, the Commission/Core Team.• Produce summaries that can be posted and shared by ECWRPC. <p>Timeframe:</p> <ul style="list-style-type: none">• Ayres will produce the final report in November 2023 and present it to the Core Team. Any needed amendments could be made after review.• Final product must be delivered by December 15, 2023 in order for processing to EDA by year end.	<p>Professional Fees: \$3,420 Admin, Travel & Miscellaneous Expenses: \$300</p> <p>Estimated Total Cost: \$3,720</p>
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APPENDIX B:
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION
SHORTFORM FOR FEDERALLY 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.
2. The CONSULTANT 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 COMMISSION.
3. The services shall comply with applicable state and federal laws and regulations consistent with the funding for this PROJECT.
4. The CONSULTANT shall from time to time during the progress of the services confer with the COMMISSION and shall prepare and present such information, studies, and reports as may be necessary or as may be requested by the COMMISSION to enable it to reasonably pass judgment on the features of the services. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the services as may be required by the COMMISSION. The CONSULTANT is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by COMMISSION required changes in the detail of the services.
5. Meetings may be scheduled at the request of the CONSULTANT or the COMMISSION for the purpose of discussing and reviewing the services under this CONTRACT. Meeting schedules are to be coordinated with COMMISSION Representative.

II. Subletting or Assignment of Contract

1. The CONSULTANT shall not sublet or assign any part of this CONTRACT without prior written approval of the COMMISSION.
2. When the CONSULTANT is authorized to sublet or assign a portion of the services, the CONSULTANT 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 CONSULTANT of any responsibility for the fulfillment of the CONTRACT.
4. When the CONSULTANT 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 CONSULTANT.
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 CONSULTANT or the sub-consultant.
6. Should a sub-consultant be hired to fulfill the terms of this CONTRACT, CONSULTANT must fill out Section 1: *Additional Terms of Sub-contractor Services*

III. Prosecution and Progress

A. *General*

1. Services under this CONTRACT shall commence upon written order from the COMMISSION to the CONSULTANT, which order will constitute authorization to proceed.
2. The CONSULTANT shall complete the services under this CONTRACT within the time for completion specified. Services by the CONSULTANT shall proceed continuously and expeditiously. The time for completion shall not be extended because of any delay attributable to the CONSULTANT but may be extended by the COMMISSION in the event of a delay attributable to the COMMISSION or because of unavoidable delays caused by an act of God, war, governmental actions or other conditions beyond the control of the CONSULTANT.
3. The CONSULTANT shall notify the COMMISSION in writing when the services have been completed. Upon the COMMISSION's subsequent determination that the services have satisfactorily been completed, the COMMISSION will provide written notification to the CONSULTANT 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 CONSULTANT may constitute justification for additional compensation to the extent of documentable increases in costs as a result thereof. Failure of the CONSULTANT to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time shall constitute a basis for denying any cost adjustments for reasons of delay.
2. Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of the CONTRACT by the other party.
3. 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 CONSULTANT.
2. In the event the CONTRACT is terminated by the COMMISSION without fault on the part of the CONSULTANT, or by the CONSULTANT under II.B(2) above, the CONSULTANT 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 COMMISSION bears the total amount of services provided for herein, as determined by mutual agreement

between the COMMISSION and the CONSULTANT as the CONTRACT amendment.

3. In the event the services of the CONSULTANT are terminated by the COMMISSION for fault on the part of the CONSULTANT, the CONSULTANT shall be paid a reasonable value of the services rendered and delivered to the COMMISSION up to the time of termination. The value of the services will be determined by the COMMISSION.
4. In the event of the death of any member or partner of the CONSULTANT's firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the COMMISSION and the survivors, in which case the CONSULTANT will be paid as set for in II.C(2) above.

IV. Basis of Payment

1. The CONSULTANT will be paid by the COMMISSION 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 CONSULTANT will not be allowed. No payment shall be construed as COMMISSION acceptance of unsatisfactory or defective services or improper materials.
2. Reimbursement for costs will be limited to those which are allowable under 2 CFR 200, Uniform Guidance; by COMMISSION policy; and any other applicable federal law.
3. The CONSULTANT shall submit invoices along with a progress report detailing the deliverables that have been completed monthly. The final invoice shall be submitted to the COMMISSION within 30 days of completion of the services. Final payment of any balance due the CONSULTANT will be made promptly upon its verification by the COMMISSION, upon completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the COMMISSION. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.
4. The COMMISSION has the equitable right to set off against any sum due and payable to the CONSULTANT under this CONTRACT, any amount the COMMISSION determines the CONSULTANT owes the COMMISSION, whether arising under this CONTRACT or under any other CONTACT or otherwise.
5. The CONSULTANT and any sub-consultants shall maintain all documents and evidence pertaining to costs incurred under this CONTRACT for inspection by the COMMISSION, the COMMISSION's audit team, and the U.S. Economic Development Administration during normal business hours in respective offices for a period of three years following the final CONTRACT payment.
6. If, in the CONSULTANT's opinion, orders or instructions given by the COMMISSION would require the discarding or redoing of services which were

- based upon earlier direction or approvals, or instruction given by the COMMISSION would involve services not within the scope of services, the CONSULTANT must notify the COMMISSION in writing if it desired extra compensation or a time extension. The COMMISSION will review the CONSULTANT's submittal and if acceptable, approve a CONTRACT amendment.
7. The CONSULTANT shall pay subcontracts within ten (10) business days of receipt of a payment from the COMMISSION for services performed within the scope of this CONTRACT.
 8. Schedule for payment will be monthly.
 9. The CONSULTANT and sub-consultants shall submit the following items within 5-10 days of the month ending:
 - a. Letterhead expressing the balance due;
 - b. Invoice;
 - c. Progress Report: Summary of services provided and progress through the projected timeline.
 10. All invoices are to be paid by the COMMISSION within thirty (30) days, unless otherwise negotiated.
 12. All invoices for payment shall be submitted to:
Colin Kafka, Associate Planner
East Central WI Regional Planning Commission
400 Ahnaip Street, Suite 100
Menasha, WI 54952
ckafka@ecwrpc.org

V. 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 CONSULTANT under this CONTRACT are works created for hire and shall become the property of the COMMISSION upon final payment to CONSULTANT within 30 days of CONSULTANT'S receipt of payment. All project documents provided to the CONSULTANT by the COMMISSION or by any third party which pertains to this CONTRACT are property of the COMMISSION.
2. Upon demand by the COMMISSION, all project documents shall be delivered to the COMMISSION. Project documents may be used without restriction by the COMMISSION for any purpose. Any such use shall be without compensation or liability to the CONSULTANT. The COMMISSION has all rights to copyright or otherwise protect the project documents which are the property of the COMMISSION. CONSULTANT reserves the right to use work product created during the term of this Agreement for advertising and marketing purposes.
3. All files (including electronic files) developed by the CONSULTANT must be provided back to the COMMISSION prior to the final invoice being sent to the COMMISSION.

VI. Contingent Fees

1. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that the CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, 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 COMMISSION 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.

VII. Legal Relations

1. The CONSULTANT 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 or U.S. ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) thereby, there shall be no personal liability upon the authorized representatives of the COMMISSION or EDA, it being understood that in such matters they act as agents and representatives of these agencies.
3. The CONSULTANT shall be responsible for any and all damages to property or persons arising out of negligent act, error and/or omission in the CONSULTANT's performance of the services under this CONTRACT.
4. The CONSULTANT shall indemnify and hold harmless the COMMISSION and EDA and all of their officers, agendas, and employees on account of any damages to persons or property resulting from sole negligence, errors and/or omissions, and willful misconduct of the CONSULTANT or for noncompliance with any applicable federal, state, or local laws.

VIII. Nondiscrimination in Employment

1. In connection with the performance of services under this CONTRACT, the CONSULTANT 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. CONSULTANT agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of

the nondiscrimination clause.

IX. Equal Employment Opportunity

1. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
2. The COMMISSION is a Recipient of EDA federal aid funds, hereinafter referred to as the "Recipient." The recipient 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 Recipient further assures 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/consultants, whether such programs and activities are federal assisted or not (Public Law 100259 [S.557] March 22, 1988.).

In the event that Recipient (COMMISSION) distributes federal aids funds to an additional Sub-Recipient, the Recipient will include Title VI language in all written agreements and will monitor the additional Sub-Recipient for compliance. The Recipient has an authorized Title VI Coordinator with the authority and responsibility for initiating and monitoring Recipient 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 CONSULTANT 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 CONSULTANT 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 and EDA for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
5. The CONSULTANT will include the provisions of this section, "Equal Employment Opportunity" in every subcontract.

X. Errors and Omissions

1. The CONSULTANT 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 CONSULTANT shall give

immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT. The CONSULTANT shall be responsible to the COMMISSION for any losses to or costs to repair or remedy as a result of the CONSULTANT's negligent acts, errors, or omissions.

2. CONSULTANT 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.

XI. Conflict of Interest

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

XII. Certification Regarding Debarment

1. The CONSULTANT 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 CONSULTANT 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 COMMISSION.

XIII. Insurance Requirements

1. The CONSULTANT 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.
 1. Comprehensive General Liability - \$1,000,000 combined single limits per occurrence.
 2. Auto Liability - \$300,000 combined single limits per occurrence.

3. Worker's Compensation – coverage satisfying statutory provisions of Chapter 102, Wis. Stats.; not less than \$100,000 employer's liability.

XIV. Certification regarding Lobbying

1. The CONSULTANT certifies (by entering into this CONTRACT) that no federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, 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.

Appendix C:

US ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) AND OTHER GENERAL TERMS AND CONDITIONS

I. Scope of Work

1. The scope of work contained in any solicitation and/or request for qualifications will be reviewed by EDA prior to issuance.

II. Personnel

1. The COMMISSION must approve or disapprove the selection of key personnel as identified in the application and/or this Agreement. Any new hires or changes in key personnel require prior written approval from the COMMISSION. Resumes, in sufficient detail to reveal the experience, education, and other general and specific qualifications for the position, must be submitted to the COMMISSION for its consent prior to approval of a candidate.
2. The CONSULTANT agrees to comply with the requirements regarding support of salaries and wages in 2 CFR Part 200.430, "Compensation-personal services."

III. Prior Written Approval

The Small Community Technical Assistance Program (program) is intended to provide small communities with resources to help them enhance the economic vitality of commercial corridors or specific sites. Any changes in the project/program described in the application to include those identified below require prior written approval from the COMMISSION in the form of an amendment request:

1. Changes in the specific activities described in the application.
2. Changes in key personnel as specified in the application and/or this agreement.
3. Changes in the scope of work contained in any solicitation and/or request for proposals.
4. Need for additional Federal funds
5. Budget reallocations that exceed 10 percent of the total budget among approved direct cost categories or are transferred to new budget line items.
6. Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this Program agreement.
7. Requests to purchase equipment (including software) with an estimated acquisition cost of more than \$2,000.

8. Requests to use Federal and/or non-Federal match funds for food and/or beverages in conjunction with meeting costs.

IV. Program Payments

9. CONSULTANT's payments to contractors/consultants shall be contingent upon the CONSULTANT's acceptance of deliverables.
10. Requests for Federal funds for final payment from the consultant/contractor deliverables should be submitted to the COMMISSION.

V. CONSULTANT Contributions

1. Contributions to this project by non-COMMISSION sources are expected to be paid out at the same general rate as Program funds.

VI. Separate Bank/Fund Accounts

1. The CONSULTANT is not required to establish a separate bank account but may do so. The CONSULTANT, however, must maintain accounting records to adequately identify the source and application of Program funds. Other considerations, such as Federal Deposit Insurance Corporation coverage, shall be in accordance with the provisions of 2 CFR Part 200.

VII. Reimbursement for Travel

1. Reimbursement for travel (transportation, food, and lodging) in the performance of Program activities shall be consistent with those normally allowed in like circumstances in the non-Federally sponsored activities of the CONSULTANT. CONSULTANTS may follow their own established rate but any travel allowance policies in excess of Federal limits must receive prior approval from the COMMISSION.

VIII. Use of Consultants/Contractors

1. Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in 2 CFR Part 200. The following terms are intended merely to highlight some of these standards and are, therefore, not inclusive.
2. All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that

provides maximum open and free competition.

3. Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements that are less than the simplified acquisition threshold, currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 in accordance with 41 U.S.C. 1908 as \$250,000 unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained. Micro-purchases of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold currently set by the Federal Acquisition Regulation at \$9,000 may be used in order to expedite the completion of lowest-dollar small purchase transactions.
4. The CONSULTANT shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Program funds. CONSULTANT's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by the CONSULTANT's officers, employees, or agents, or by contractors.
5. The CONSULTANT shall ensure that every consultant and every contractor it employs under the Program complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement.
6. The CONSULTANT is the responsible authority, without recourse to the COMMISSION, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the Program.

IX. Contractor Deliverables

1. The final program report shall be submitted electronically. The document will be dated the month and year that it is submitted to the COMMISSION.

X. Post-Award Monitoring

1. CONSULTANT Reporting

The CONSULTANT shall provide interim performance reports and a final performance report. The performance reports will contain information on the following:

- a. A comparison of actual accomplishments to the objectives established

for the period.

- b. The reasons for slippage if established objectives were not met.
- c. Additional pertinent information when appropriate.
- d. An accounting, by the budget line items approved for this project, of expenses incurred during the reporting period, including the amount of Program funds on hand at the beginning and end, and non-COMMISSION share of contributions over the term.
- e. The final performance report must contain a summary of activities for the entire Program period. All required deliverables should be submitted with the final performance report.
- f. The COMMISSION reserves the right to conduct on-site reviews and/or off-site desk reviews to confirm compliance with programmatic and administrative terms and conditions.

XI. Activities Prohibited

- 1. **Duplication of Work:** The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the COMMISSION, the CONSULTANT shall submit full information about related programs that will be initiated within the Program period.
- 2. **Other Funding Sources:** COMMISSION's funds budgeted or Programed for this program shall not be used to replace any financial support previously provided or assured from any other source.
- 3. **Funds for Attorney/Consultant Fees:** The CONSULTANT hereby agrees that no funds made available from this Program shall be used, directly or indirectly, for paying attorneys' or consultants' fees in connection with securing Programs or other services provided by the COMMISSION, for example, preparing the application for this assistance. However, attorneys' and consultants' fees incurred for meeting this Agreement's requirements may be eligible project costs and may be paid out of funds made available from this Agreement provided such costs are otherwise eligible.
- 4. The CONSULTANT is prohibited from using funds provided from this Program or personnel employed in the administration of this program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.
- 5. Program funds may not be used for marketing or entertainment expenses.

6. Program funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately-owned vehicles.

XII. Audits

1. The CONSULTANT agrees to comply with audit requirements as specified in 2 CFR Part 200.
2. The CONSULTANT shall ensure audits are properly performed, and furnish the required data collection forms and audit reporting packages to the Federal Audit Clearinghouse (FAC). The CONSULTANT shall upload audit reports into the FAC through the Internet Data Entry System (IDES) at <https://harvester.census.gov/fac/collect/ddeindex.html#>.
3. The CONSULTANT shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to the COMMISSION.
4. The COMMISSION will seek to issue a management decision to the CONSULTANT within six months of receipt of an audit report with findings, and the CONSULTANT shall take timely and corrective action to comply with the management decision.
5. The COMMISSION reserves the right to conduct an independent follow-up audit.

XIII. National Policy Requirements

1. Debarment and Suspension

The CONSULTANT agrees to comply with 2 CFR Parts 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” and 1125, “Department of Defense Nonprocurement Debarment and Suspension.” The CONSULTANT also agrees to communicate the requirement to comply with Parts 180 and 1125 to entities and persons at the next lower tier with whom the recipient enters into transactions that are “covered transactions” under Parts 180 and 1125.

2. Drug-Free Workplace

The CONSULTANT agrees to comply with Subpart B, “Requirements for Recipients Other Than Individuals,” of 32 CFR Part 26, “Governmentwide Requirements for Drug- Free Workplace (Financial Assistance).”

3. Hatch Act

The CONSULTANT is advised that its employees may be subject to the Hatch Act (5 U.S.C. § 1501-1508). If doubt exists in particular cases, the CONSULTANT should seek legal counsel.

4. Universal Identifier Requirements and Central Contractor Registration

The CONSULTANT agrees to comply with the requirements of 2 CFR Part 25, as amended, "Universal Identifier and Central Contractor Registration." The System for Award Management (SAM) has replaced the CCR system.

5. Trafficking Victims Protection Act of 2000

The CONSULTANT agrees to comply with the requirements of 2 CFR Part 175, "Award Term for Trafficking in Persons."

6. Reporting Sub-award and Executive Compensation Information

The CONSULTANT agrees to comply with the requirements of 2 CFR Part 170, "Reporting Sub-award and Executive Compensation Information."

7. Restrictions on Lobbying

The CONSULTANT agrees to comply with the requirements of 31 U.S.C. § 1352, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." Appropriated funds cannot be used to pay any person to influence or attempt to influence employees of any agency or Congress. Links to the requirements referenced above as well as the full listing of all National Policy Requirements are provided on the FHWA/DOT website at www.FHWA/DOT.gov.

PROPOSED RESOLUTION NO. 33-23

AUTHORIZING THE EXECUTIVE DIRECTOR OF THE COMMISSION TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES WITH AYRES ASSOCIATES INC.

WHEREAS, the East Central Wisconsin Regional Planning Commission, hereafter referred to as the Commission, receives funding from the EDA Planning Partnership grant to undertake numerous economic development activities, one of these being the provision of technical assistance to communities throughout the region, and;

WHEREAS, the Commission has committed to implementing a Small Community Technical Assistance Program with a portion of the grant funds, and;

WHEREAS, the Commission issued a Request for Qualifications on April 25, 2023 and received three qualified proposals, and;

WHEREAS, the Commission and the Selection Committee selected Ayres Associates Inc. to award the contract, and;

WHEREAS, the contract is a five-month contract beginning August 1, 2023 to December 15, 2023, and;

WHEREAS, the contract is a financial commitment by the Commission of up to \$35,000, and;

NOW THEREFORE, BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

Section 1: That the Commission approves the terms and contract, which is attached to, and made part of, this Resolution.

Section 2. That the Executive Director is authorized to enter into a contract with Ayres Associates Inc. for the purposes of implementing the Small Community Technical Assistance program.

Effective Date: July 28, 2023

Submitted By: Executive Committee

Prepared By: Melissa Kraemer Badtke, Executive Director and Colin Kafka, Associate Planner

Jeff Nooyen, Chair – Outagamie Co.

Melissa Kraemer-Badtke–ECWRPC Executive Director

Date Approved

TO: ECWRPC Executive Committee

FROM: Kim Biedermann, Principal Transportation Planner

DATE: July 28, 2023

RE: Authorizing the Executive Director of the Commission to Enter into a Contract with SRF Consulting Group to develop the Electric Vehicle Readiness Plan for the Oshkosh Metropolitan Planning (MPO)

Background

The purchase of electric vehicles (EV) is on the rise, and the current infrastructure that supports hybrid and gas-powered vehicles is not sufficient for the emerging market. To prepare communities in accommodating electric vehicles, and through conversations with local units of government, the Appleton (Fox Cities) TMA and Oshkosh MPO 2023 Work Program and Budget lists “work with MPOs, WisDOT, and local communities to hire a consultant to develop a plan for considerations and locations of EV charging stations” in its schedule of activities and work products.

The purpose of this project is complete an Electric Vehicle (EV) Readiness Plan in the Oshkosh MPO. The goal of this project is to make the Oshkosh MPO Plug-In Electric Vehicle (PEV) ready by developing a plan that provides a vision for EV readiness, identifies key partnerships, and actionable strategies needed to achieve the vision, and facilitates community support for electric vehicles.

On May 8, 2023, the Commission issued a Request for Proposals; six firms responded to the request. A selection committee reviewed the proposals, which resulted in the selection of one firm. Ultimately, SRF Consulting Group, Inc. was selected. Staff is seeking approval from the commission to enter into contract with SRF Consulting Group for \$111,962.88.

Staff Recommendation: Staff recommends that the Steering Committee approves Resolution 34-23, which would authorize the Executive Director to enter into contract with SRF Consulting Group, Inc.



East Central Regional Planning Commission Contract for Consultant Services from: SRF Consulting Group, Inc.

EC Project ID Number: 1321-023-01
Catalog of Federal Domestic Assistance (CFDA) Number: 20.205

July 28, 2023

William Troe
2550 University Avenue West
Suite 345N
Saint Paul, MN 5514

SUBJECT: AUTHORIZATION TO BEGIN WORK ON THE CONSULTANT CONTRACT between East Central WI Regional Planning Commission (COMMISSION) and SRF Consulting Group, Inc., Inc. (CONSULTANT)

The consultant is hereby authorized to begin work on the following subject contract.

EC Project Number: 1321-023-01 Authorized Amount: \$ 111,962.88

The total cost of this authorization will not exceed the amounts listed for each project unless the COMMISSION issues a revised authorization letter to the CONSULTANT. This and subsequent authorizations may not exceed the contract upper limit. The CONSULTANT must include the EC Project Number on invoices submitted to the COMMISSION for payment.

A copy of the executed CONTRACT is enclosed.

If you have any questions concerning the CONTRACT, please contact Kim Biedermann, Principal Transportation Planner, at (920) 751-4770 or kbiedermann@ecwrpc.org.

Sincerely,

Melissa Kraemer Badtke
Executive Director

Cc: Sara Otting, CPA
Kim Biedermann, Principal Transportation Planner

Enclosure

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CONTRACT BETWEEN

EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION (COMMISSION)
AND SRF CONSULTING GROUP, INC. (CONSULTANT)

FOR PROJECT NUMBER: 1321-023-01

This CONTRACT, made and entered into by and between East Central Wisconsin Regional Planning Commission (COMMISSION) and SRF Consulting Group, Inc. (CONSULTANT), provides for those services described in detail herein and is for the purpose of the following:

The COMMISSION deems it advisable to engage the CONSULTANT to provide certain services and has authority to contract for these services under Article 7, Section 1 of East Central's bylaws and under East Central's competitive bid policy.

The CONSULTANT will be compensated by the COMMISSION for services provided under this CONTRACT on the following actual cost basis:

- a) An ACTUAL COST up to **\$111,962.88** paid in monthly installments for work completed between August 1, 2023 and November 30, 2024 **(see Appendix B, Section 9, Item 9 for a complete payment schedule).**
- b) *The **final invoice** can be submitted once the **final services and materials have been submitted to the COMMISSION** and **both parties are in agreement** that the report is the final product and the **project has been completed.***
- c) The CONSULTANT services will be completed by November 30, 2024, with various phases completed within the timeframes identified in the Scope of Services (Appendix A). Compensation for all services provided by the CONSULTANT under the terms of this contract is on an ACTUAL COST basis and **shall not exceed \$111.962.88** in total.

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

The CONSULTANT Representative and billing contact person is William Troe, whose work address/e-mail and telephone number are as follows:

William Troe
2550 University Avenue West, Suite 345N
Saint Paul, MN 55114
Jkapper@srfconsulting.com
651-333-4100

The COMMISSION Representative is Kim Biedermann, whose work address/e-mail address and telephone number are as follows:

Kim Biedermann
400 Ahnaip Street
Suite 100
Menasha, WI 54952
kbiedermann@ecwrpc.org
920.751.4770

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 all appendices.

For the CONSULTANT

**For the East Central Wisconsin Regional
Planning Commission**

By:

By:

William Troe
SRF Consulting Group, Inc.

Melissa A. Kraemer Badtke
Executive Director
East Central WI Regional Planning
Commission

Date:

Date:

APPENDIX A: SCOPE OF SERVICES AND BUDGET FOR PROJECT NUMBER: 1321-023-01

East Central Wisconsin Regional Planning Commission

SRF Consulting Group, Inc. Proposal to Provide: Oshkosh MPO Electric Vehicle (EV) Readiness Plan

SRF Consulting Group, Inc.
2550 University Avenue West, Suite 345N
Saint Paul, MN 55114

Purpose:

The purpose of this project is complete an Electric Vehicle (EV) Readiness Plan in the Oshkosh area. The goal of this project is to make the Oshkosh MPO Plug-In Electric Vehicle (PEV) ready by developing a plan that provides a vision for EV readiness, identifies key partnerships and actionable strategies needed to achieve the vision, and facilitates community support for electric vehicles.

Scope of Work and Deliverables

The following outlines the scope of work and key deliverables pertaining to the project. The accepted proposal is included as Appendix C.

Task 1: Plan Development

This task is to integrate key elements of the project into a draft and final report.

Task 2: Public Involvement and Stakeholder Coordination

This task involves collaboration with the community and a multifaceted engagement program with key stakeholders and the public to develop a plan that is implementable and supported by the community. Deliverables include the following:

- Public meeting material
- Outreach material, such as newsletters and social media postings
- Draft and final stakeholder and public engagement plans

Task 3: Assessment and Analysis

This task involves examining current conditions, understanding of trends and forecasts, and estimating future EV adoption. Deliverables include the following:

- Existing and future conditions report
- Map of recommended future sites
- Zero emission fleet assessment for each jurisdiction

Task 4: Equity Analysis/Access

This task is to understand and address how Justice40 can be addressed through the NEVI program. The deliverable includes a racial equity and environmental justice analysis.

Tasks 5 and 6: Identification of Infrastructure and Service Needs

These tasks will identify and describe infrastructure gaps, barriers to adoption, and identify the needs of the community. The deliverables include the following:

- A technical memo outlining the range of infrastructure and EV services support concepts and Oshkosh MPO/ECWRPC applicable concepts.

Task 7: Identification of Needed Programs and Policies

The purpose of this task is to research best practices, including code and permitting practices, aesthetic and safety guidelines, cost models, charging location selection, etc. The deliverable will include a technical memorandum outlining best practices for infrastructure, policies and programs.

Task 8: Strategy and Recommendations

This task will synthesize the information collected throughout the project into a coherent EV readiness strategy and actionable set of recommendations. Deliverables include the following:

- Presentation on deployment strategies to the City of Oshkosh Commissions/Councils and the City Managers/Mayors
- Deployment strategy report

Task 9: Funding and Guidance

The purpose of this task is to explore funding opportunities to implement the infrastructure. Deliverables include the following:

- Technical memorandum outlining funding opportunities, a review of applicability at the local level, and program funding recommendations
- Outreach material to be used in discussion with potential funding partners

Task 10: Implementation Plan

The purpose of this task is to develop a plan to guide implementation of the overall EV Readiness Plan. Deliverables include the following:

- Annual project/policy/document update/implementation schedule for advancing the EV infrastructure development and EV adoption program

Tasks 11 and 12: Complete Draft of EV Readiness Plan and Final EV Readiness Plan

- This task will involve the final compilation of all findings in the study, including an executive summary and appendices. The deliverables will include the following:
- Final report that includes and Executive Summary and deliverables from Tasks 1-8
- Presentation on final report findings

Total Project Cost

\$111,962.88

APPENDIX B:
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION
SHORTFORM FOR FEDERALLY FUNDED CONTRACTS

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1. Federal Policies

The CONSULTANT agrees to meet all federal requirements including 2 CFR 200 and 23 CFR 450 related to the PL funding for this project.

23 CFR 450.308 Funding for transportation planning and unified planning work programs.

(a) Funds provided under 23 U.S.C. 104(d), 49 U.S.C. 5305(d), and 49 U.S.C. 5307, are available to MPOs to accomplish activities described in this subpart

23 CFR 450.336 Self-certifications and Federal certifications.

(a) For all MPAs, concurrent with the submittal of the entire proposed TIP to the FHWA and the FTA as part of the STIP approval, the State and the MPO shall certify at least every 4 years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:

- (1) 23 U.S.C. 134, 49 U.S.C. 5303 and 5304 and this subpart;
- (2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
- (3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
- (4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- (5) Section 11101(e) of the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law) (Pub. L. 117-58) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in DOT funded projects;
- (6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- (7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and 49 CFR parts 27, 37, and 38;
- (8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (9) Section 23 U.S.C. 324, regarding the prohibition of discrimination based on gender; and
- (10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

2. Scope of Services

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

3. Personnel

1. The COMMISSION must approve or disapprove the selection of key personnel as identified in the application and/or this Agreement. Any new hires or changes in key personnel require prior written approval from the COMMISSION. Resumes, in sufficient detail to reveal the experience, education, and other general and specific qualifications for the position, must be submitted to the COMMISSION for its consent prior to approval of a candidate.
2. The CONSULTANT agrees to comply with the requirements regarding support of salaries and wages in 2 CFR Part 200.430, "Compensation-personal services."

It is intended that a single contractor will have total responsibility for all services identified in this RFP. Therefore, any Proposer desiring to use a sub-contractor(s) must identify each on a document supplied as an attachment to the Proposal and titled attachment "Sub-contractors" and should include:

- o their company's name,
- o the company's principal owner(s),
- o description of their involvement in the project, and
- o qualifications for each aspect of this project they may work with.

The subcontractor(s) cannot be changed after submission of the Proposal without the written approval of ECWRPC. The Consultant is responsible for all actions, workmanship, performance, and payment for their subcontractor(s). A contract between the Consultant and the subcontractor must be signed within 14 business days of Consultant's signed contract with ECWRPC. ECWRPC reserves the rights to a copy of the signed contract between the Consultant and the sub-contractors. ECWRPC reserves the right to terminate the terms of its contract in the event of Consultant's failure to establish a signed contract between the Consultant and sub-contractor within 14 business days. A copy of the final contract between the Consultant and the sub-contractor must be sent to ECWRPC within 21 business days of the Contract execution between ECWRPC and the Consultant.

4. Reimbursement of Travel Expenses

1. Reimbursement for travel (transportation, food, and lodging) in the performance of Program activities shall be consistent with those normally allowed in like circumstances in the non-Federally sponsored activities of the CONSULTANT. CONSULTANTS may follow their own established rate but any travel allowance policies in excess of Federal limits must receive prior approval from the COMMISSION.

5. Prior Written Approval

1. The purpose of this project is to work with ECWRPC and municipalities and stakeholders in the Oshkosh MPO to develop an electric vehicle readiness plan. Any changes in the project/program described in the application to include those identified below require prior written approval from the COMMISSION in the form of an amendment request:
 1. Changes in the specific activities described in the application.
 2. Changes in key personnel as specified in the application and/or this agreement.
 3. Changes in the scope of work contained in any solicitation and/or request for proposals.
 4. Need for additional Federal funds.
 5. Budget reallocations that exceed 10 percent of the total budget among approved direct cost categories or are transferred to new budget line items.
 6. Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this Program agreement.
 7. Requests to purchase equipment (including software) with an estimated acquisition cost of more than \$5,000.
 8. Requests to use Federal and/or non-Federal match funds for food

and/or beverages in conjunction with meeting costs.

6. Prohibited Activities

1. **Duplication of Work:** The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the COMMISSION, the CONSULTANT shall submit full information about related programs that will be initiated within the Program period.
2. **Other Funding Sources:** COMMISSION's funds budgeted or Programed for this program shall not be used to replace any financial support previously provided or assured from any other source.
3. **Funds for Attorney/Consultant Fees:** The CONSULTANT hereby agrees that no funds made available from this Program shall be used, directly or indirectly, for paying attorneys' or consultants' fees in connection with securing Programs or other services provided by the COMMISSION, for example, preparing the application for this assistance. However, attorneys' and consultants' fees incurred for meeting this Agreement's requirements may be eligible project costs and may be paid out of funds made available from this Agreement provided such costs are otherwise eligible.
4. The CONSULTANT is prohibited from using funds provided from this Program or personnel employed in the administration of this program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.
5. Program funds may not be used for marketing or entertainment expenses.
6. Program funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately-owned vehicles.

7. Use of Consultants/Contractors

1. Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in 2 CFR Part 200. The following terms are intended merely to highlight some of these standards and are, therefore, not inclusive.
2. All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.
3. Formal advertising, with adequate purchase description, sealed bids, and

public openings, shall not be required for small purchase procurements that are less than the simplified acquisition threshold, currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 in accordance with 41 U.S.C. 1908 as \$250,000 unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained. Micro-purchases of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold currently set by the Federal Acquisition Regulation at \$9,000 may be used in order to expedite the completion of lowest-dollar small purchase transactions.

4. The CONSULTANT shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Program funds. CONSULTANT's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by the CONSULTANT's officers, employees, or agents, or by contractors.
5. The CONSULTANT shall ensure that every consultant and every contractor it employs under the Program complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement.
6. The CONSULTANT is the responsible authority, without recourse to the COMMISSION, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the Program.

8. Prosecution and Progress

A. General

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

written notification to the CONSULTANT 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 CONSULTANT may constitute justification for additional compensation to the extent of documentable increases in costs as a result thereof. Failure of the CONSULTANT to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time shall constitute a basis for denying any cost adjustments for reasons of delay.
2. Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of the CONTRACT by the other party.
3. 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 CONSULTANT.
2. In the event the CONTRACT is terminated by the COMMISSION without fault on the part of the CONSULTANT, or by the CONSULTANT under 8.B.2, above, the CONSULTANT 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 COMMISSION bears the total amount of services provided for herein, as determined by mutual agreement between the COMMISSION and the CONSULTANT as the CONTRACT amendment.
3. In the event the services of the CONSULTANT are terminated by the COMMISSION for fault on the part of the CONSULTANT, the CONSULTANT shall be paid a reasonable value of the services rendered and delivered to the COMMISSION up to the time of termination. The value of the services will be determined by the COMMISSION.
4. In the event of the death of any member or partner of the CONSULTANT's firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the COMMISSION and the survivors, in which case the CONSULTANT will be paid as set for in Section 9, below.

D. Subletting or Assignment of Contract

1. The CONSULTANT shall not sublet or assign any part of this CONTRACT without prior written approval of the COMMISSION.

2. When the CONSULTANT is authorized to sublet or assign a portion of the services, the CONSULTANT 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 CONSULTANT of any responsibility for the fulfillment of the CONTRACT.
4. When the CONSULTANT 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 CONSULTANT.
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 CONSULTANT or the sub-consultant.

9. Basis of Payment

1. The CONSULTANT will be paid by the COMMISSION 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 CONSULTANT will not be allowed. No payment shall be construed as COMMISSION acceptance of unsatisfactory or defective services or improper materials.
2. Reimbursement for costs will be limited to those which are allowable under 2 CFR 200, Uniform Guidance; by COMMISSION policy; and any other applicable federal law.
3. The CONSULTANT shall submit invoices in the format specified in the CONTRACT AGREEMENT (pages 18-19), not more than once per month, for partial payment for the authorized services completed to date. The final invoice shall be submitted to the COMMISSION within 5-10 days of completion of the services. Final payment of any balance due the CONSULTANT will be made promptly upon its verification by the COMMISSION, upon completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the COMMISSION. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.
4. The COMMISSION has the equitable right to set off against any sum due and payable to the CONSULTANT under this CONTRACT, any amount the COMMISSION determines the CONSULTANT owes the COMMISSION, arising under this CONTRACT.
5. The CONSULTANT and any sub-consultants shall maintain all documents and evidence pertaining to costs incurred under this CONTRACT for inspection by the COMMISSION and the COMMISSION's audit team, Wisconsin Department of Transportation, and the Federal Highway Administration during normal

business hours in respective offices for a period of three years following the final CONTRACT payment.

6. If, in the CONSULTANT's opinion, orders or instructions given by the COMMISSION would require the discarding or redoing of services which were based upon earlier direction or approvals or instruction given by the COMMISSION would involve services not within the scope of services, the CONSULTANT must notify the COMMISSION in writing if it desires extra compensation or a time extension. The COMMISSION will review the CONSULTANT's submittal and, if acceptable, approve a CONTRACT amendment.
7. The CONSULTANT shall pay subcontracts within ten (10) business days of receipt of a payment from the COMMISSION for services performed within the scope of this CONTRACT.
8. All invoices are to be paid by the COMMISSION within thirty (30) days, unless otherwise negotiated.
9. The CONSULTANT shall submit the following documents to the COMMISSION including documentation of project activities completed by a subconsultant within 5-10 days of the month's end:
 - a. Letterhead expressing the balance due,
 - b. Invoice, including details of hours worked by staff member per task
 - c. Progress Report: Summary of services provided and progress through the projected timeline, and
 - d. Itemized detailed receipts for travel, meals, etc.
10. All invoices for payment shall be submitted to:
Kim Biedermann
kbiedermann@ecwrpc.org , and to
Sara Otting, CPA
sotting@ecwrpc.org

10. Separate Bank/Fund Accounts

1. The CONSULTANT is not required to establish a separate bank account but may do so. The CONSULTANT, however, must maintain accounting records to adequately identify the source and application of Program funds. Other considerations, such as Federal Deposit Insurance Corporation coverage, shall be in accordance with the provisions of 2 CFR Part 200.

11. Audits

1. The CONSULTANT agrees to comply with audit requirements as specified in 2 CFR Part 200.
2. The CONSULTANT shall ensure audits are properly performed, and furnish the required data collection forms and audit reporting packages to the Federal Audit Clearinghouse (FAC). The CONSULTANT shall upload audit reports into the FAC through the Internet Data Entry System (IDES) at

<https://harvester.census.gov/fac/collect/ddeindex.html#>.

3. The CONSULTANT shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to the COMMISSION.
4. The COMMISSION will seek to issue a management decision to the CONSULTANT within six months of receipt of an audit report with findings, and the CONSULTANT shall take timely and corrective action to comply with the management decision.
5. The COMMISSION reserves the right to conduct an independent follow-up audit.

12. Miscellaneous Provisions

A. *Ownership of Documents*

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 CONSULTANT under this CONTRACT are works created for hire and shall become the property of the COMMISSION upon final payment to CONSULTANT within 30 days of CONSULTANT'S receipt of payment. Ownership shall not extend to Consultant's underlying means and methods used to create work product. Additionally, any images, graphics, photographs, etc. contained within Consultant's work product thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the Scope of Work. All project documents provided to the CONSULTANT by the COMMISSION or by any third party which pertains to this CONTRACT are property of the COMMISSION.

1. Upon demand by the COMMISSION, all project documents shall be delivered to the COMMISSION. Project documents may be used without restriction by the COMMISSION for any purpose. Any such use shall be without compensation or liability to the CONSULTANT. The COMMISSION has all rights to copyright or otherwise protect the project documents which are the property of the COMMISSION. CONSULTANT reserves the right to use work product created during the term of this Agreement for advertising and marketing purposes.
2. All files (including electronic files) developed by the CONSULTANT must be provided back to the COMMISSION prior to the final invoice being sent to the COMMISSION.

13. Contingent Fees

1. The CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that the CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, 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 representation the COMMISSION 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.

14. Legal Relations

1. The CONSULTANT 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, Wisconsin DEPARTMENT OF TRANSPORTATION or FEDERAL HIGHWAY ADMINISTRATION (FHWA) thereby, there shall be no personal liability upon the authorized representatives of the COMMISSION, Wisconsin DEPARTMENT OF TRANSPORTATION or FHWA, it being understood that in such matters they act as agents and representatives of these agencies.
3. The CONSULTANT shall be responsible for any and all damages to property or persons to the extent arising out of negligent act, error and/or omission in the CONSULTANT's performance of the services under this CONTRACT.
4. The CONSULTANT shall indemnify and hold harmless the COMMISSION, Wisconsin DEPARTMENT OF TRANSPORTATION, and FHWA and all of their officers, agendas, and employees on account of any damages to persons or property to the extent resulting from negligence of the CONSULTANT or for noncompliance with any applicable federal, state, or local laws.

15. Nondiscrimination in Employment

1. In connection with the performance of services under this CONTRACT, the CONSULTANT 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. CONSULTANT agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of the nondiscrimination clause

16. Equal Employment Opportunity

1. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
2. The COMMISSION is a Sub-Recipient of WisDOT federal aid funds, hereinafter

referred to as the “Sub-Recipient.” The sub-recipient 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), and subsequent acts be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Sub-Recipient further assures 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/consultants, whether such programs and activities are federal assisted or not (Public Law 100259 [S.557] March 22, 1988.).

In the event that Sub-Recipient (the COMMISSION) distributes federal aids funds to an additional sub-recipient, the Sub-Recipient will include Title VI language in all written agreements and will monitor the additional sub-recipient for compliance. The Sub-Recipient has an authorized Title VI Coordinator with the authority and responsibility for initiating and monitoring Sub-Recipient 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 CONSULTANT 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 CONSULTANT 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, WISDOT, FHWA, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
5. The CONSULTANT will include the provisions of this section, “Equal Employment Opportunity” in every subcontract.

17. Errors and Omissions

1. The CONSULTANT 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 CONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT. The CONSULTANT shall be responsible to the COMMISSION for any losses to or costs to repair or remedy as a result of the CONSULTANT’s negligent acts, errors, or omissions.
2. CONSULTANT represents 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.

18. Conflict of Interest

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

19. Certification Regarding Debarment

1. The CONSULTANT 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 CONSULTANT 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 COMMISSION.

20. Insurance Requirements

1. The CONSULTANT 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.
 1. Comprehensive General Liability - \$1,000,000 combined single limits per occurrence.
 2. Auto Liability - \$300,000 combined single limits per occurrence.
 3. Worker's Compensation – coverage satisfying statutory provisions of Chapter 102, Wis. Stats.; not less than \$100,000 employer's liability.

21. Certification Regarding Lobbying

1. The CONSULTANT certifies (by entering into this CONTRACT) that no federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, 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.

2. The CONSULTANT agrees to comply with the requirements of 31 U.S.C. § 1352, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." Appropriated funds cannot be used to pay any person to influence or attempt to influence employees of any agency or Congress. Links to the requirements referenced above as well as the full listing of all National Policy Requirements are provided on the FHWA/DOT website at www.FHWA/DOT.gov.

22. Disadvantaged Business Utilization

1. The CONSULTANT 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 financed in whole or in part with federal funds provided under this agreement. In this regard, CONSULTANT 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 CONSULTANT 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 shall constitute a breach of contract and may result in termination of the CONTRACT by the COMMISSION or other such remedy as the COMMISSION deems appropriate.
2. The CONSULTANT 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 CONSULTANT shall maintain records and document its performance under this item.

23. National Policy Requirements

1. Debarment and Suspension
The CONSULTANT agrees to comply with 2 CFR Parts 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," and 1125, "Department of Defense Non-procurement Debarment and Suspension." The CONSULTANT also agrees to communicate the requirement to comply with Parts 180 and 1125 to entities and persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Parts 180 and 1125.
2. Drug-Free Workplace
The CONSULTANT agrees to comply with Subpart B, "Requirements for

Recipients Other Than Individuals,” of 32 CFR Part 26, “Governmentwide Requirements for Drug- Free Workplace (Financial Assistance).”

3. Hatch Act

The CONSULTANT is advised that its employees may be subject to the Hatch Act (5 U.S.C. § 1501-1508). If doubt exists in particular cases, the CONSULTANT should seek legal counsel.

4. Universal Identifier Requirements and Central Contractor Registration

The CONSULTANT agrees to comply with the requirements of 2 CFR Part 25, as amended, “Universal Identifier and Central Contractor Registration.” The System for Award Management (SAM) has replaced the CCR system.

5. Trafficking Victims Protection Act of 2000

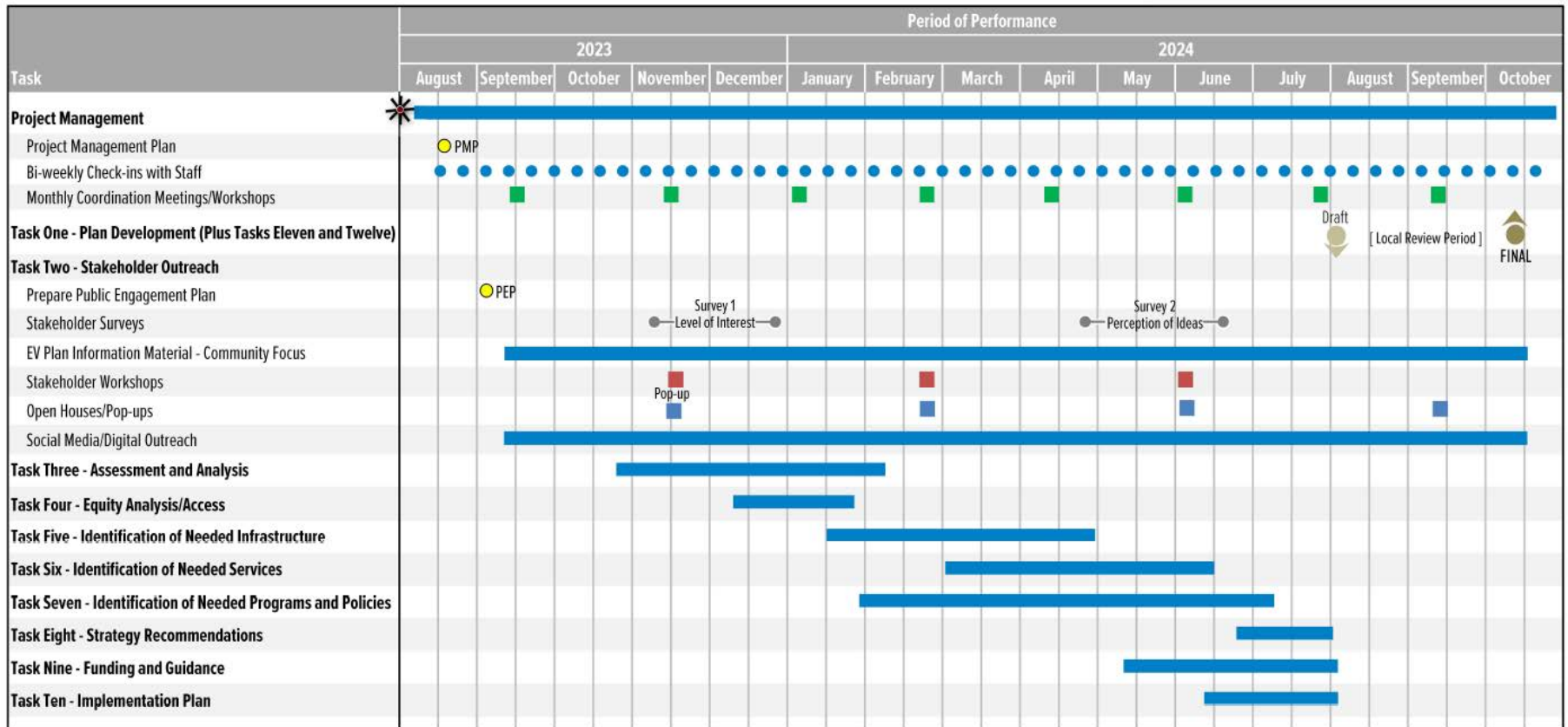
The CONSULTANT agrees to comply with the requirements of 2 CFR Part 175, “Award Term for Trafficking in Persons.”

6. Reporting Sub-award and Executive Compensation Information

The CONSULTANT agrees to comply with the requirements of 2 CFR Part 170, “Reporting Sub-award and Executive Compensation Information.”

APPENDIX C:

PROPOSED PROJECT TIMELINE



PROPOSED RESOLUTION NO. 34-23

**AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT FOR
PROFESSIONAL SERVICES WITH SRF CONSULTING GROUP**

WHEREAS, the East Central Wisconsin Regional Planning Commission, hereafter referred to as the Commission, has approved in its budget and work program to work with MPOs, WisDOT, and local communities to hire a consultant to develop a plan for considerations and locations of electric vehicle (EV) charging stations, and;

WHEREAS, the Commission has approved the 2023 Transportation Work Program and Budget on October 28, 2022, and;

WHEREAS, the Wisconsin Department of Transportation and Federal Highway Administration has approved the 2023 Transportation Work Program and Budget and the subsequent amendments to the work program and budget, and;

WHEREAS, the Commission issued a Request for Proposals to create an Oshkosh MPO Electric Vehicle Readiness Plan on May 8, 2023 and received six proposal, and;

WHEREAS, the Commission and its selection committee selected SRF Consulting Group, Inc. to be awarded the contract, and;

WHEREAS, the contract extends over two years, beginning August 1, 2023 and all tasks being completed on or before November 30, 2024; and,

WHEREAS, the contract is a financial commitment by the Commission of up to \$111,962.88;

**NOW THEREFORE, BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL
PLANNING COMMISSION**

Section 1: That the Executive Director is authorized to enter into a contract for professional services with SRF Consulting Group, Inc.

Effective Date: July 28, 2023

Submitted By: Executive Committee

Prepared By: Kim Biedermann, Principal Transportation Planner

Jeff Nooyen, Chair – Outagamie Co.

Attest: Melissa Kraemer-Badtke–ECWRPC Executive
Director

Date Approved

TO: Executive Committee
FROM: Colin Kafka, Associate Planner | Economic Development Program Lead
DATE: July 28, 2023
RE: Proposed Resolution 35-33: Approving the East Central Wisconsin Disaster Recovery and Economic Resiliency Plan

The East Central Wisconsin Regional Planning Commission was awarded a CARES Act Grant by the U.S. Economic Development Administration (EDA) in 2020 to implement several programs and initiatives to examine or address the economic impacts of COVID-19 across the East Central region. One important initiative identified by the Commission was to review, compile, and analyze the economic impacts to key sectors of the regional economy caused by the pandemic, resulting in the Disaster Recovery and Economic Resiliency Report (DRERP).

An inventory of economic data between 2015 and 2021 for the East Central region, its ten counties, and all NAICS 2-code sectors was conducted to best understand the condition of the regional economy prior to the pandemic and evaluate the subsequent impacts. In tandem with collecting and analyzing this data, an outreach effort to interview private, public, and non-profit stakeholders throughout the region was conducted. This culminated in 46 interviews conducted throughout 2021 with stakeholders regarding their experiences during the pandemic and their efforts towards remaining resilient in the face of numerous challenges.

The DRERP combines these quantitative and qualitative datasets to infer the resiliency and recovery of the East Central regional economy. Each chapter utilizes this data to examine the impacts to, and the recovery and resiliency of, a specific NAICS 2-code sector that is key to the regional economy. The report concludes with a summation of the challenges and impacts faced by the public and private sectors throughout the region as well as the recovery and resiliency of the regional economy. Overall, the document provides further insight on the relationship between challenges either caused or exasperated by the pandemic and the contemporary economic challenges that exist in the regional economy and its sectors today.

Findings suggest that significant challenges presented themselves to the regional economy during the pandemic and, while many sectors have since recovered to some extent, some challenges continue to linger demanding further study or action by both private sector stakeholders and public organizations.

The plan in its entirety can be found – [here](#).

Link available to review: <https://www.ecwrpc.org/wp-content/uploads/2023/07/ECWRPC-Disaster-Recovery-and-Economic-Resiliency-Plan.pdf>

Staff Recommendation: Staff recommends that the Executive Committee approve Proposed Resolution 33-23: The East Central Wisconsin Disaster Recovery and Economic Resiliency Plan

PROPOSED RESOLUTION NO. 35-23

APPROVAL OF THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION DISASTER RECOVERY AND ECONOMIC RESILIENCY PLAN

WHEREAS, the East Central Wisconsin Regional Planning Commission, hereafter referred to as the Commission, received funding from the Economic Development Administration (EDA) CARES Act Grant to undertake several activities to study, react, and respond to the economic impacts of the COVID-19 pandemic, and;

WHEREAS, one of these activities included developing a disaster recovery and economic resiliency plan to examine impacts to the regional economy caused by the pandemic, and;

WHEREAS, staff collected quantitative economic data and conducted multiple interviews with regional private and public stakeholders to evaluate the economic condition, resiliency, and recovery of the regional economy and key economic sectors prior to, during, and after the pandemic, and;

WHEREAS, the plan successfully accomplishes these tasks and provides an examination of the regional economy prior to the pandemic as well as an analysis and discussion regarding the resiliency and recovery of the regional economy throughout the pandemic.

NOW THEREFORE, BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

Section 1: That the Commission approves the East Central Wisconsin Disaster Recovery and Economic Resiliency Plan.

Effective Date: July 28, 2023

Submitted By: Executive Committee

Prepared By: Colin Kafka, Associate Planner

Jeff Nooyen, Chair – Outagamie Co.

Melissa Kraemer-Badtke—ECWRPC Executive Director

Date Approved

DATE: July 28, 2023

TO: ECWRPC Executive Committee

FROM: Melissa Kraemer Badtke, Executive Director and Mike Zuege, GIS Manager

RE: Proposed Resolution 36-23: Authorizing the Executive Director of the Commission to Enter into a Service Agreement between New North, Inc. and Bay Lake Wisconsin Regional Planning Commission

In March, 2023, the Public Service Commission of Wisconsin announced that 77 entities had opted into the Broadband Equity, Access and Deployment (BEAD) Local Planning Grant Program. The BEAD Local Planning Grant Program supports locally informed analysis of broadband needs that will providing information for Wisconsin's Five-Year Action Plan. New North, Inc. as the Regional Economic Development Organization (REDO) has been working with counties within East Central Wisconsin to begin the process to develop each of the County plans.

During the initial conversations with the New North Broadband Alliance, it was communicated that there was a need to have GIS data analysis and visualization services provided as part of the plan development. Staff from New North, Inc. and the participating counties requested the GIS and data analysis services from East Central Wisconsin Regional Planning Commission and Bay Lake Wisconsin Regional Planning Commission. East Central staff has continued to work with staff from the Wisconsin Public Service Commission and several other Regional Planning Commissions from across the state to develop statewide and regionwide GIS datasets for broadband data.

New North, Inc. currently has agreements with the Public Service Commission of Wisconsin and the participating counties within their service area to develop this plan. Funding for this project is from the Public Service Commission of Wisconsin (100% funding) and a portion of the funding will be provided to East Central staff to complete the regional broadband GIS dataset and data analysis. Green Lake and Waupaca Counties have chosen not to participate and will be completing the plan on their own. With the project being funded at 100% of funding from the Public Service Commission of Wisconsin, East Central staff will develop and conduct GIS data analysis and mapping for Marquette and Waushara Counties.

The Broadband Equity, Access and Deployment (BEAD) Local Planning Grant Project will begin August 1, 2023 and will be completed by December 31, 2023. East Central Wisconsin Regional Planning Commission will be provided \$40,000 to develop the regional broadband dataset along with conducting data analysis. At the completion of the project, the GIS data and information will be provided back to the counties.

Staff Recommendation: Staff is recommending approval of Proposed Resolution 36-23: Authorizing the Executive Director of the Commission to Enter into a Service Agreement between New North, Inc. and Bay Lake Wisconsin Regional Planning Commission.

Service Agreement
Public Service Commission of Wisconsin (PSC)
Broadband, Equity, Access and Deployment (BEAD) Local Planning Grant
For New North, Inc. New North Broadband Alliance in collaboration with Bay-Lake
Regional Planning Commission and East Central Wisconsin Planning Commission

This Service Agreement (Agreement) is made and entered into by and between Bay-Lake Regional Planning Commission in collaboration with East Central Wisconsin Regional Planning Commission (BL/ECW RPCs) and New North, Inc. (New North) in order to provide support for the PSC BEAD Local Planning Grant Visualization Effort (project) funded through the Investment and Jobs Act (Infrastructure Act), also known as the Bipartisan Infrastructure Law - National Telecommunications and Information Administration (NTIA), U.S. Department of Commerce Broadband Equity, Access, and Deployment Program (NTIA-BEAD-2022) CFDA 11.035.

1. PURPOSE

- a. BL/ECW RPCs and New North agree to work together in a collaborative spirit and negotiate in good faith on tasks and deliverables required for the execution of the project for the purposes of providing data collection and visualization of data to aid in decision making and narrative writing for grant opportunities.
- b. To be successful both New North and BL/ECW RPCs agree to invest time and resources to prepare and plan to improve broadband access locally and throughout the region.

2. TIMEFRAME

- a. This Agreement shall be effective for the time-period **beginning on the signing of this document and ending on December 31, 2023, which may be continued with the consent of all entities.**
- b. BL/ECW RPCs deliverables for this agreement will be completed by December 31, 2023.
- c. This Agreement may be extended or amended, with the consent in writing of all parties, to cover other grants or joint activities such as USDA Broadband grants.

3. BL/ECW RPCs ROLES AND RESPONSIBILITIES

To ensure joint success, BL/ECW RPCs shall make its staff, volunteers and other resources available to provide the services as outlined:

- a. Work with New North and New North Broadband Alliance members to identify data sources that would be helpful overlay mapping to identify areas in the region that are served, planned to be served and unserved by broadband. Potential sources can include (sources will be narrowed and agreed upon by New North and BL/EDW RPCs and once finalized, no additional datasets will be considered without a contract amendment):
 - i. Wisconsin Self-Reporting Survey (WISER)
 - ii. Optimap (formerly GeoPartners) Speed Tests
 - iii. DPI Digital Equity Data
 - iv. FCC RDOF Funding (as it pertains to our region)
 - v. Purdue University 2021 Digital Divide Index

vi. Microsoft Digital Equity WI

vii. UW Madison 2022 Broadband Disparities

- b.** Lead and collect data from sources agreed upon by New North and BL/ECW RPCs
- c.** Creation of visualization of data into a layered regional map for participating counties (not to exceed 16 counties). Hard copy maps to be provided for final report and web-based maps to be maintained for duration of the term of the agreement. The RPC web host shall be reimbursed for this service at cost.
- d.** Continue GIS mapping provided by Boston Consulting Group and paid for by Public Service Commission's Wisconsin Broadband Office with other data sources each county currently provides
- e.** Submission of an invoice for the full amount of the award to New North as request for reimbursement

4. NEW NORTH ROLES AND RESPONSIBILITIES

New North shall make its staff resources available to provide the services as outlined:

- a.** Lead regional New North Broadband Alliance meetings
- b.** Coordinate, communicate, share and/or facilitate broadband discussions related to the project between New North Broadband Alliance members and BL/ECW RPCs
- c.** Assist with access to mapping tools through GEO Partners or other entities
- d.** Assist with use of existing broadband information such as the New North regional Broadband study, Microsoft's Equity information and other existing data sources, demographic data.
- e.** Assist with data collection, primarily acting as a broadband library and information access coordination

5. COMPENSATION AND BILLING

- a.** Total compensation \$5,000 per participating county – up to 16 counties
- b.** Compensation to be divided by BL/ECW RPCs based on the county within their regional planning areas (BL - Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto, Sheboygan; EC - Calumet, Fond du Lac, Marquette, Menominee, Outagamie, Shawano, Waushara, Winnebago)
- c.** BL/ECW RPCs will provide New North with an invoice for the amount based on the number of participating counties within their regional planning areas quarterly (Sept. 29 and Dec. 29, 2023)
- d.** If one Regional Planning Commission is unable to fulfil their roles and responsibilities, it shall engage the other RPC for completion of the project and shall compensate that RPC based on a mutually agreed upon amount.

6. AMENDMENTS, RENEWAL & TERMINATION

- a.** This Agreement and its provisions may be modified or amended only by written mutual agreement of the parties at any time during the effective time period.
- b.** The termination of this agreement can be initiated by any of the parties with the provision of a 30-day written notice stating the reasons for termination. Parties shall negotiate in good faith prior to termination.

7. ACCEPTANCE OF TERMS

This MOU and its conditions, terms and expectations are hereby agreed upon and will be upheld to the highest of standards.

Brandon Robinson, Executive Director, Bay-Lake Regional Planning Commission, Date

Melissa Kraemer-Badtke, Executive Director, East Central Wisconsin Regional Planning Commission, Date

Barb LaMue, President & CEO, New North, Inc., Date

PROPOSED RESOLUTION NO. 36-23

AUTHORIZING THE EXECUTIVE DIRECTOR OF THE COMMISSISON TO ENTER INTO A SERVICE AGREEMENT BETWEEN NEW NORTH, INC. AND BAY LAKE WISCONSIN REGIONAL PLANNING COMMISSION

WHEREAS, Article II, Section 2 of the By-laws of the East Central Wisconsin Regional Planning Commission (ECWRPC) requires the adoption of an annual budget, and;

WHEREAS, the 2023 Work Program and Budget was adopted by the Commission on January 28, 2023, and;

WHEREAS, Counties within the East Central Wisconsin Regional Planning Commission have been participating in the New North Broadband Alliance, and;

WHEREAS, the New North, Inc. has agreements with the counties in the East Central Region to develop the Public Service Commission of Wisconsin Broadband, Equity Access, and Deployment (BEAD) Plan, and;

WHEREAS, New North, Inc. and counties within the New North, Inc. region have requested the services of Bay Lake Wisconsin Regional Planning Commission and East Central Wisconsin Regional Planning Commission to provide GIS data support for the Public Service Commission (PSC) of Wisconsin Broadband, Equity, Access, and Deployment (BEAD) Local Planning Grant Visualization Effort, and;

WHEREAS, the East Central Wisconsin Regional Planning Commission will receive up to \$40,000 to complete GIS datasets, visualization tools, and deliverables as outlined in the service agreement for the following counties: Calumet, Fond du Lac, Marquette, Menominee, Outagamie, Shawano, Waushara and Winnebago, and;

WHEREAS, the 2023 Work Program and Budget has been amended to include the funding the funding for the Public Service Commission (PSC) of Wisconsin Broadband, Equity, Access, and Deployment (BEAD) Local Planning Grant Visualization Effort, and;

WHEREAS, the service agreement will begin on August 1, 2023 to December 31, 2023, and;

NOW THEREFORE, BE IT RESOLVED BY THE EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

Section 1: That the Commission approves the terms and service agreement, which is attached to, and made part of, this Resolution.

Section 2. That the Executive Director is authorized to enter into a contract with New North, Inc. and Bay Lake Wisconsin Regional Planning Commission for the purposes of developing the Public Service Commission (PSC) of Wisconsin Broadband, Equity, Access, and Deployment (BEAD) Local Planning Grant Visualization Effort.

Effective Date: July 28, 2023

Submitted By: Executive Committee

Prepared By: Melissa Kraemer Badtke, Executive Director

RESOLUTION NO. 36-23

Jeff Nooyen, Chair – Outagamie Co.

Attest: Melissa Kraemer-Badtke–ECWRPC Executive
Director

Date Approved