

IMPORTANT NOTE: Due to timing issues, agenda **items 8(A)-Item (8)(C)** will be considered for action by the Executive Committee using its authority to act on behalf of the full Commission per Bylaws, Section 2 (a)(2). This agenda is being sent as the required notification to all Commissioners of these pending actions. It is not necessary/required for non-Executive Committee members to attend this meeting, however; your comments and/or input prior to, or at, the meeting is welcome and encouraged.

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

COMMITTEE MEMBERS: *Dan Gabrielson, Alice Connors (Chair), Dean Will (Perm Alt for Steve Abel), Dave Morack, Thomas Kautza, Jeremy Johnson (Vice Chair), Nate Gustafson (Perm Alt for Tom Egan)*

Place: East Central Offices (400 Ahnaip Street, Suite 100; Menasha)

Date: Wednesday, September 18, 2024 – In Person

Time: 1:30 p.m.

Members-Please contact the East Central office to confirm your attendance.

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. Special Order of Business**
 - A. Presentation and Approval of the GASB 75 Actuarial Valuation – Mr. John Lavarda, Foster and Foster Actuaries and Consultants
- 6. Approval of the Meeting Minutes**
 - A. July 10, 2024 Executive Committee Meeting
 - B. July 24, 2024 Executive Committee Meeting
- 7. Announcements and Discussion Items**
 - A. Director's Report
- 8. New Business/Action Items**
 - A. Proposed Resolution 47-24: Authorizing the Executive Director of the Commission to enter into a Contract with Image Studios Inc. for the Safe Routes to School - 2024 Safe Routes to School Video Series (*being addressed under the full authority of the Commission*)
 - B. ***** Proposed Resolution 48-24**: Amending the 2024 Work Program and Budget for East Central Wisconsin Regional Planning Commission (*being addressed under the full authority of the Commission*)
 - C. ***** Proposed Resolution 49-24**: Authorizing the Executive Director to enter into a Contract with the Town of Black Wolf to complete their Comprehensive Plan and Authorizing the Executive Director to execute the contract on behalf of the Commission (*being addressed under the full authority of the Commission*)
 - D. Approval of the 2025 Employee Health Insurance, Dental Coverage and Vision Program
 - E. Discussion regarding the Regional Aviation Development Fund Memorandum of Understanding
 - F. Discussion regarding the SERDI Board Assessment Implementation
 - i. Local Government Meetings
 - ii. Board Assessment Implementation Update
- 9. Informational/Discussion Items**
 - A. County Roundtable Discussion (*as time permits*)
- 10. Establish Time and Place for Next Meeting(s)**
 - A. **Executive Committee Meeting:** The next Executive Committee meeting will be on Wednesday, October 16th, 2024 at 1:30 p.m. An agenda and meeting materials will be forthcoming.

- B. **Commission Meeting:** The next Commission Meeting will be held on Thursday, October 24, 2024 at Fond du Lac Highway Dept, 1028 S Hickory St, Fond du Lac WI 54937 at 10:00 a.m. Agenda and meeting packet will be forthcoming.

11. 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.

MEETING MINUTES
EXECUTIVE COMMITTEE MEETING
East Central Wisconsin Regional Planning Commission

COMMITTEE MEMBERS: *Alice Connors (Chair), Dean Will (Perm Alt for Steven Abel), Jeremy Johnson (Perm Alt for Elizabeth Moses) (Vice Chair), Dan Gabrielson, Tom Kautza, Dave Morack, Nate Gustafson (Perm Alt for Tom Egan)*

Date: Wednesday, July 10, 2024 @ 1:30 p.m. (In Person) ECWRPC Office

1. Welcome and Introductions –Vice Chair Johnson called the meeting to order at 1:30 p.m.

2. Roll Call

A. Introduction of Alternates, Staff and Guests

Committee Members Present:

Dean Will (Perm Alt for Steve Abel) Fond du Lac County
 Jeremy Johnson (Perm Alt for Elizabeth Moses) (Vice Chair)..... Menominee County
 Dan Gabrielson Outagamie County
 Tom Kautza Shawano County
 Dave Morack Waupaca County
 Nate Gustafson (Perm Alt for Tom Egan) Winnebago County

Committee Members Absent (Excused):

Alice Connors (Chair)..... Calumet County

ECWRPC Staff:

Melissa Kraemer Badtke Executive Director
 Craig MoserDeputy Director
 Sara Otting Controller
 Leann Buboltz Administrative Coordinator

3. Approval of the Agenda/Motion to Deviate - A motion was made by Mr. Morack and a second by Mr. Kautza to approve of the agenda as presented. Motion carried.

4. Public Comment – None

5. Approval of the Minutes

- A. May 15, 2024 Executive Committee Meeting
- B. June 13, 2024 Executive Committee Meeting

A motion was made by Mr. Will and a second by Mr. Gustafson to approve of both the May 15, 2024 and the June 13, 2024 Executive Committee minutes as presented. Motion carried unanimously.

6. Announcements and Discussion Items

- A. Director’s Report – presented by Ms. Kraemer Badtke. List not all inclusive
 - 1. Staffing update – Joe Stephenson has moved into the Economic Development planner role recently vacated by Colin Kafka. The Water Quality Management Planner position has been posted. Interviews for LTE Transportation position scheduled this week.
 - 2. Association of WI Regional Planning Commission (AWRPC) meeting – Joe Stephenson and Colin Kafka attended and presented on the Small Community Technical Assistance program. Staff are researching ways of funding this program with partner organizations, making it self-sustaining.
 - 3. Redesignation Update –
 - a. Staff have been attending meetings regarding the redesignation process which involves separating out the Policy Board for the Appleton (Fox Cities) and Oshkosh MPO respectively. Also noted was the area municipalities have already approved Resolutions of Support, totaling 98% of the impacted population. Staff will continue to work with the Department of Transportation and Legal Counsel on the creation of By-laws for the new Policy Board(s).
 - b. Local Government Meetings– Mr. Craig Moser distributed a draft agenda with tentative dates regarding the upcoming meeting with local electives for Committee discussion. He mentioned to the group, that if

other key staff should be involved to inform East Central personnel. It was noted that staff will also be presenting at the Town's Association as well.

4. Regional Comprehensive Plan request – Staff received a request from a Town to complete their Comp Plan after the consultant was prematurely unavailable to complete the project. With the Committee's support, staff would do a Fee for Services Contract to complete this one-time project, possible review at the next Executive Committee meeting.

7. New Business/Action Items

- A. **Proposed Resolution 36-24:** Authorizing the Commission to Enter into an Engagement Letter and Contract with Clifton Larsen Allen, LLP (CLA) for Audit Services for 2024, 2025 & 2026. Ms. Otting shared, that only one proposal was received, which was submitted by Clifton Larsen Allen, LLP who are the current auditors for the Commission. Staff noted that they have been pleased with their work and would recommend approval of the Proposed Resolution 36-24.

A motion was made by Mr. Morack and a second by Mr. Will to approve of **Proposed Resolution 36-24:** Authorizing the Commission to Enter into an Engagement Letter and Contract with Clifton Larsen Allen, LLP (CLA) for Audit Services for 2024, 2025 & 2026 as presented. Motion carried unanimously.

- B. **Proposed Resolution 42-24:** Adoption of The Budget for Calendar Year 2025, Final Tax Levy, and Staffing Plan for the East Central Wisconsin Regional Planning Commission. Based on the Board direction from the June 2024 Executive meeting, Ms. Kraemer Badtke and staff developed the proposed budget showing a total levy of \$675,000 (Option 2). She shared additional information that had been received since the June meeting, which did not impact the proposed tax levy. They include;

- Health Insurance rates – 8.9% increase (10% used in preliminary budget in June)
- DNR Revenue - \$25,000 added per discussion with Department of Natural Resources for the climate, sustainability and equity piece to build in our Water Quality Management.
- Contracts - \$24,000 added due to follow up discussions with member communities for work requested. Since the last meeting, communities have shown an interest requesting assistance on various work projects totaling an estimated \$130,000.00. The current staff would not be able to fulfill all those requests.
- Valley Transit, Transit Development Plan - \$200,000 added – no budgetary impact with expenses matching revenue. The Transportation Committee approved this work program amendment.

- i. Discussion regarding proposed use of Fund Balance to Support SERDI Implementation. Mr. Craig Moser presented four options surrounding the possible utilization of the unrestricted cash on hand-fund balance to phase in additional levy support over the next five years to attain the \$100,000 target.
 - *Option 1* utilizes upfront the \$100,000 along with *Option 2* allowing for the addition of a full-time position in 2025. Mr. Moser shared that *Option 1* proposes to utilize the available unrestricted cash upfront to begin right away in 2024 and implement the Commission's marketing of services available, and supplement the repurposed regional comp plan funding to reach that \$100,000 target in 2025. He also stated that this would enable staff to have the ability to hire the full-time position for contract work and general local assistance. Members posed the question if that proposed amount would be enough in 2025 to cover that fulltime position. Mr. Moser indicated that it would however, it would not cover any interns or additional LTE support. He shared that revenue generated with this position would take place as part of the roles and responsibilities of this position and to seek out contractual work.
 - *Options 3 & 4* would allow for a part time position in 2025 and full-time position in 2026. Mr. Moser indicated that these options would be a little slower moving.

He noted that the purpose is to have an ongoing, sustainable funding source to implement and retain the SERDI Assessment recommendations. *This is informational only, no action necessary.* The Committee may be required (prior to the July Commission meeting) to take action on a budget amendment of 2024 and/or 2025.

A motion was made by Mr. Kautza and a second by Mr. Gabrielson to approve of **Proposed Resolution 42-24:** Adoption of the Budget for Calendar Year 2025, Final Tax Levy, and Staffing Plan for East Central Wisconsin Regional Planning Commission as presented. Motion carried unanimously.

- C. **Proposed Resolution 43-24:** Support and the Approval of the Appleton (Fox Cities) Metropolitan Planning Organization Policy Board Structure and Redesignation Agreement. Ms. Kraemer Badtke presented a brief overview sharing that the Commission Board approved Resolution 23-24 in March 2024 to proceed with the redesignation process by engaging with all local impacted counties and municipalities on the establishment of new MPO Policy Board structure for the Appleton (Fox Cities) MPO. She shared that to date, 19 of the 23 local municipalities have passed resolutions, representing 98% of the impacted population. During the 2023 federal certification review of the Appleton (Fox Cities) MPO, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) included a strong recommendation to redesignate the Appleton (Fox Cities) MPO policy board. A deadline of September 3, 2024 has been established to complete the redesignation process. The decision was made to work through the same process with the Oshkosh MPO at the same time and using the same methodology.

Ms. Kraemer Badtke stated with having reached the federal requirement of municipal support representing 75% of the impacted population, staff recommends approval of Proposed Resolution 43-24.

A motion was made by Mr. Gabrielson and second by Mr. Morack to approve **Proposed Resolution 43-24:** Support and the Approval of the Appleton (Fox Cities) Metropolitan Planning Organization Policy Board Structure and Redesignation Agreement as presented. Motion carried unanimously.

- D. **Proposed Resolution 44-24:** Support and the Approval of the Oshkosh Metropolitan Planning Organization Policy Board Structure and Redesignation Agreement. During the 2023 federal certification review of the Appleton (Fox Cities) MPO, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) included a strong recommendation to redesignate the Appleton (Fox Cities) MPO policy board, to ensure compliance with federal requirements. The decision was made to work through the same process with the Oshkosh MPO at the same time and using the same methodology. Staff shared that a majority of the local units of government have already approved Resolutions of Support – totaling **93%** of the impacted population, noting that one town did not take action due to wanting a voting rite not just an advisory vote.

Ms. Kraemer Badtke stated with having reached the federal requirement of municipal support representing 75% of the impacted population, staff recommends approval of Proposed Resolution 44-24.

A motion was made by Mr. Gustafson and a second by Mr. Kautza to approve of **Proposed Resolution 44-24:** Support and the Approval of the Oshkosh Metropolitan Planning Organization Policy Board Structure and Redesignation Agreement as presented. Motion carried unanimously.

8. Informational/Discussion Items

- A. County Roundtable Discussion (*as time permits*)
- i. Waupaca County – Dave Morack read a statement regarding the impact of their computer systems
 - ii. Menominee County – Jeremy Johnson stated that they are still within the tornado clean up phase in their County.
 - iii. Outagamie County – Dan Gabrielson shared that UW Fox Cities Campus is closing. Future use conversations are currently on going.
 - iv. Winnebago County – Nate Gustafson indicated that EAA – Air Venture was currently going on.

9. Establish Time and Place for Next Meeting(s)

- A. **Executive Committee Meeting:** The next Executive Committee meeting will be held on Wednesday, July 24th at 9:15 a.m. prior to the Commission Board meeting and on Wednesday, September 18th, 2024 at 1:30 p.m. An agenda and meeting materials will be forthcoming.
- B. **Commission Meeting:** The next Commission meeting will be held on Wednesday, July 24, 2024 at 10:00 a.m. at Waupaca County Courthouse, 811 Harding Street-Room LL42 (lower level), Waupaca, WI 54981. (Date change due to WCA Conference conflict) Agenda and meeting packet will be forthcoming.

10. Adjourn – Vice Chair Johnson adjourned the meeting with the time noted at 2:42 p.m.

Respectfully submitted by
Leann Buboltz – Administrative Coordinator
East Central WI Regional Planning Commission

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

COMMITTEE MEMBERS: Alice Connors (*Chair*), Dean Will (*Perm Alt for Steven Abel*), Jeremy Johnson (*Perm Alt for Elizabeth Moses*) (*Vice Chair*), Dan Gabrielson, Tom Kautza, Dave Morack, Nate Gustafson (*Perm Alt for Tom Egan*)

Date: Wednesday, July 24, 2024 @ 9:15 a.m. (In Person) 811 Harding Street-Room LL42 (lower level), Waupaca

1. Welcome and Introductions –Chair Connors called the meeting to order at 9:15 a.m.

2. Roll Call

A. Introduction of Alternates, Staff and Guests

Committee Members Present:

Alice Connors (Chair).....Calumet County
 Jeremy Johnson (Perm Alt for Elizabeth Moses) (Vice Chair)..... Menominee County
 Dan Gabrielson Outagamie County
 Tom Kautza Shawano County
 Dave Morack Waupaca County
 Nate Gustafson (Perm Alt for Tom Egan) Winnebago County

Committee Members Absent (Excused):

Dean Will (Perm Alt for Steve Abel)..... Fond du Lac County

ECWRPC Staff:

Melissa Kraemer Badtke Executive Director
 Craig MoserDeputy Director
 Sara Otting Controller
 Leann Buboltz Administrative Coordinator

3. Approval of the Agenda/Motion to Deviate - A motion was made by Mr. Kautza and a second by Mr. Morack to approve of the agenda as presented. Motion carried.

4. Public Comment - None

5. Announcements and Discussion Items – Ms. Kraemer Badtke shared that staff is in the process of setting up interviews for the Water Quality Management – Senior Planner position.

6. New Business/Action Items

A. 2nd Quarter – 2024 Financial Report. Ms. Otting presented the 2nd Quarter 2024 Financial Report, sharing that the organization is fully staffed, the deliverables have been completed.

A motion by Mr. Gabrielson and a second by Mr. Kautza to receive the 2nd Quarter 2024 Financial Report and place on file. Motion carried unanimously.

B. 2nd Quarter – 2024 Work Program Performance Report. Ms. Otting presented the 2nd Quarter 2024 Work Program Performance Report.

A motion by Mr. Morack and a second by Mr. Gustafson to receive the 2nd Quarter – 2024 Work Program Performance Report and place on file. Motion carried unanimously.

C. **Proposed Resolution 45-24:** Amending the Bylaws of the East Central Wisconsin Regional Planning Commission. Ms. Kraemer Badtke reported that Legal Counsel recommended that the Commission, who is the designated fiscal agent for the MPO Policy Board(s), update the bylaws to reflect the changes regarding the creation of with the new Metropolitan Planning Organization (MPO)-Policy Board (PB)Structure which includes the

Appleton (Fox Cities) and the Oshkosh MPO areas. It was noted that the membership language states that the population numbers are drawn from the U.S. Census Bureau. Every 10 years the U.S. Census Bureau updates the population numbers, which will trigger a review of the Policy Board(s) structure. The deadline to have the new structure(s) in place is September 3, 2024.

A motion was made by Mr. Johnson and a second by Mr. Kautza to approve of **Proposed Resolution 45-24:** Amending the Bylaws of the East Central Wisconsin Regional Planning Commission as presented. Motion carried unanimously.

D. **Proposed Resolution 46-24:** Amending the 2024 Work Program and Budget for East Central Wisconsin Regional Planning Commission

Ms. Kraemer Badtke reported that the direction from the previous Executive Committee meeting was to amend the 2024 work program and budget and utilize the funds for activities/deliverables related to the SERDI Board Assessment Implementation. She noted that any of the funding that is not used in 2024 would be rolled over into 2025.

Staff included the following activities for implementation for 2024:

- CRM Software – Customer Relationship Management System – Creation of a contact database which would allow staff to send out communication information (i.e. newsletter).
- Website update – Meet the corrective action found in the Appleton (Fox Cities) MPO Certification Review.
- Brand Refresh – Update the Commission Brand and Logo
- Communication Materials – Development of communication materials to inform communities across the region about the Commission and the services offered. Develop template materials using the new brand refresh.
- Community Outreach – Staff will begin attending member village/city and town meetings and will be reaching out to the non-member Counties.

A motion was made by Mr. Gabrielson and a second by Mr. Kautza to approve of **Proposed Resolution 46-24:** Amending the 2024 Work Program and Budget for East Central Wisconsin Regional Planning Commission as presented. Motion carried unanimously.

7. Informational/Discussion Items

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

1. Waupaca County – Mr. Morack reported that County is still dealing with IT issues and emails.
2. Winnebago County – Mr. Gustafson gave a shout out to Deputy Director Moser for his fair-minded handling of the questions related to the new MPO Policy Board for the Appleton (Fox Cities) and Oshkosh MPOs at their last Board meeting.
3. Menominee County – Mr. Johnson shared that with the tornado clean up still happening, the clean-up costs received for just the Right of Way from the Highway Commissioner was exceeding \$170,000.00 to date. We are currently working with the County Emergency Management to assist in retrieving reimbursement for those costs incurred.

8. Establish Time and Place for Next Meeting(s)

- A. **Executive Committee Meeting:** The next Executive Committee meeting will be on Wednesday, September 18th, 2024 at 1:30 p.m. An agenda and meeting materials will be forthcoming.
- B. **Commission Meeting:** The next Commission Meeting will be held on Thursday, October 24, 2024 at Fond du Lac Highway Dept, 1028 S Hickory St, Fond du Lac WI 54937 at 10:00 a.m. Agenda and meeting packet will be forthcoming. Agenda and meeting packet will be forthcoming.

9. Adjourn – Chair Connors adjourned the meeting with the time noted at 9:40 a.m.

Respectfully submitted by
Leann Buboltz – Administrative Coordinator
East Central WI Regional Planning Commission

East Central Wisconsin Regional Planning Commission – September 18, 2024 Report

By Melissa Kraemer Badtke, Executive Director and Craig Moser, Deputy Director.

Administration

Staffing Update: East Central staff are pleased to announce that we have hired a new staff member for the Water Quality Management program and she will be starting in mid-November.

2025 Work Program and Budget Update: East Central staff has been working with federal and state agencies to finalize funding amounts and program deliverables for 2025. In addition, staff are working with communities to finalize local contracts for the 2025 work program and will be providing the Executive Committee and Commission Board a finalized draft of the 2025 Work Program and Budget at the October meetings.

Environmental Management

Stockbridge and Sherwood Sewer Service Area Plans: The Stockbridge Sewer Service Area (SSA) 2045 Plan Update has been drafted and is being reviewed by the Village of Stockbridge. Staff has reached out to the new Village of Sherwood Administrator and staff will be working on this beginning in 2025.

Economic Development

Administration and Contract for Three Year Planning Partnership Grant: Last year when staff was notified of the three planning partnership grant for the Economic Development Program, the Economic Development Association (EDA) indicated only one year would be awarded based on the available funding. Staff recently received information from the EDA staff that they will be amending our contract to fund the second and third years of the program.

Annual Comprehensive Economic Development Strategy: Staff is currently updating the Annual Comprehensive Economic Development Strategy and will be presenting this information to the Economic Development Committee in October.

New North Accreditation: In September, East Central staff along with Calumet County and the Village of Harrison staff met with New North and the Accreditation team from International Economic Development Council (IEDC). East Central staff discussed the unique partnership between the Commission and New North and how we have collaborated on projects including the Intermodal Freight Facility Plan and the Broadband Plans for the counties within our region. On September 3, 2024, New North announced that they were an accredited Economic Development Organization by IEDC.

Transportation

Appleton (Fox Cities) MPO Policy Board and Oshkosh MPO Policy Board Redesignation and Orientation: Staff held the new Appleton (Fox Cities) and Oshkosh MPO Policy Board Orientation meeting on Thursday, September 5th. New Policy Board members learned about the history of Metropolitan Planning Organizations, program deliverables and federal requirements along with their role as policy board members. In addition, East Central staff worked with the Wisconsin Department of Transportation staff to finalize the redesignation agreement along with the cooperative agreements. The first meetings of the new Appleton (Fox Cities) and Oshkosh MPO Policy Boards will be held in October, 2024.

Intermodal Freight Facility Plan – Phase 2: The Intermodal Freight Facility Coalition recently met to discuss components of the Phase 1 study, what has changed since the last study, and discussed additional data collection and consultations to occur over the next couple of months. The purpose of the

study is to gather additional data and information related to inbound and outbound commodity flows, discuss with companies challenges and opportunities for an intermodal freight facility study and expand the coalition.

Safe Streets for All Grant City of Oshkosh: Last week, East Central staff was notified that the City of Oshkosh will receive \$8 million dollars to build a pedestrian bridge over I-41 through the Safe Streets for All Program. East Central staff recently developed the Comprehensive Safety Action Plan for the Appleton (Fox Cities) and Oshkosh Metropolitan Planning Organizations, which was approved by the Commission in early 2024. The Comprehensive Safety Action Plan was an eligibility requirement for a community applying for infrastructure funding. Congratulations to the City of Oshkosh on this significant grant award!

NR-135 Non-Metallic Mining Reclamation Program

Annual County Meetings: East Central will be setting up meetings with County planning staff to discuss program updates and the 2025 work program and budget for the NR-135 Non-Metallic Mining Reclamation Program that the Commission administers for five counties within the region.

Contracts

Staff are finalizing the draft Comprehensive Outdoor Recreation Plans for the Town of Buchanan and City of Shawano.

You can review the draft [Town of Buchanan plan](#) by [clicking here](#).

TO: Executive Committee
FROM: Jennie Mayer, Safe Routes to School Coordinator
DATE: September 18, 2024
RE: Proposed Resolution 47-24: Authorizing the Executive Director to enter into a contract with Image Studios Inc. for the Safe Routes to School Program Safe Routes to School Video Series.

East Central Safe Routes to School staff is interested in creating a series of dynamic and educational age specific videos about bicycle and pedestrian safety. The purpose of these videos is to teach elementary, middle, and high school age students about basic traffic safety principles. The videos will be a combination of animated and live actors and will include local footage and examples for segments utilizing live actors.

East Central staff has contacted Image Studios Inc. in Appleton to develop a proposal. Image Studios Inc. has the state contract for video production, which provides a better value and price point.

On the attached contract the cost for the video series is \$77,500.00. When completed, East Central Safe Routes program will have a total of eight videos that can be used with students in Kindergarten through High School. All eight videos will be translated into Spanish.

Staff Recommendation: Staff is requesting action on behalf of the full Commission. Staff recommends approval of Proposed Resolution 47-24 Authorizing the Executive Director to enter into a contract with Image Studios Inc. to create a Safe Routes to School Video Series.



**East Central Regional SRTS
Contract for Consultant Services
from: Image Studios, Inc. and their
sub consultants A2Z The Agency,
Wordwing, LLC, and Ball Media
Innovations**

EC Project ID Number: 1383-024-01
CFDA Number: 20.205

September xx, 2024

Image Studios, Inc.
1100 South Lynndale Drive
Appleton, WI 54914

**SUBJECT: AUTHORIZATION TO BEGIN WORK ON THE CONSULTANT CONTRACT
between East Central WI Regional Planning Commission (COMMISSION) and Images
Studios, Inc. and their sub-consultants A2Z The Agency, Wordwing LLC, and Ball Media
Innovations. (CONSULTANT)**

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

EC Project Number: 1383-024-01 Authorized Amount: \$77,500

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 Jennie Mayer at (920) 751-4770 x 6831.

Sincerely,

Melissa Kraemer Badtke
Executive Director

Cc: Craig Moser, Assistant Director
Jennie Mayer, Safe Routes to School Coordinator
Sara Otting, Controller

Enclosure

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CONTRACT BETWEEN

EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION (COMMISSION)
AND IIMAGE STUDIOS, INC. and their subconsultants A2Z The Agency, Wordwing, LLC,
and Ball Media Innovations. (CONSULTANT)

FOR PROJECT NUMBER: 1383-024-01

CFDA Number:20.205

This CONTRACT, made and entered into by and between East Central Wisconsin Regional Planning Commission (COMMISSION) and Image Studios Inc. and their sub-consultants A2Z The Agency, Wordwing, LLC., and Ball Media Innovations (CONSULTANT), provides for those services described in detail herein and is for the purpose of:

The purpose of this project is to create a series of dynamic and educational age specific videos about bicycle, scooter, and pedestrian safety. These videos will be used to teach elementary, middle, and high school age students about basic traffic safety principles.

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 **\$77,500** paid in monthly installments for work completed between **October 1st, 2024 and April 4th, 2025 or until the \$77,500 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 April 4th, 2025 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 \$77,500** 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 is Donna Gehl, President at Image Studios, Inc., whose work address/e-mail and telephone number are as follows:

Image Studios, Inc.
1100 South Lynndale Drive
Appleton, WI 54914
Phone: 920-738-4080
Email: dgehl@imagestudios.com

The CONSULTANT’s billing contact person is Molly Diedrich, whose work address/e-mail and telephone number are as follows:

Image Studios, Inc.
1100 South Lynndale Drive
Appleton, WI 54914
Phone: 920-738-4080
Email: mdiedrich@imagestudios.com

The COMMISSION Representative is Jennie Mayer, Safe Routes to School Coordinator, whose work address/e-mail address and telephone number are as follows:

East Central Wisconsin Regional Planning Commission
400 Ahnaip Street, Suite 100
Menasha, WI 54952
Phone: 920-751-4770 ext. 6831
Email: jmayer@ecwrpc.org

The parties agree to all of the provisions which are annexed and made a part of the CONTRACT consisting of nineteen (19) pages, including Appendix A (Scope of Services) and Appendix B (East Central’s Shortform for Federally Funded Contracts).

For the CONSULTANT

For the East Central Wisconsin Regional Planning Commission

By: _____
Donna Gehl
President
Image Studios, Inc.

By: _____
Melissa Kraemer Badtke
Executive Director, ECWRPC

Date: _____

Date: _____

Section 1: Additional Terms of Sub-Contractor Services

- CONSULTANT is enlisting the services of another firm/consultant to complete the out lined deliverables as listed on/in page/appendix.
Name of firm/consultant A2Z The Agency
Services of SUB-CONSULTANT provided for the purpose of this contract (please list services as they relate to project deliverables)

- CONSULTANT is enlisting the services of another firm/consultant to complete the out lined deliverables as listed on/in page/appendix.
Name of firm/consultant Wordwing, LLC.
Services of SUB-CONSULTANT provided for the purpose of this contract (please list services as they relate to project deliverables)

- CONSULTANT is enlisting the services of another firm/consultant to complete the out lined deliverables as listed on/in page/appendix.
Name of firm/consultant Ball Media Innovations
Services of SUB-CONSULTANT provided for the purpose of this contract (please list services as they relate to project deliverables)

- Donna Gehl**, as the designated and authorized signatory of the 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.

Approved

By: _____
Donna Gehl
President
Image Studios, Inc.

Date: _____

By: _____
Melissa Kraemer Badtke
Executive Director, ECWRPC

Date: _____

**APPENDIX A: SCOPE OF SERVICES AND BUDGET FOR
PROJECT NUMBER: 1383-024-01**

East Central Wisconsin Regional Planning Commission Regional Safe Routes to School Program

Image Studios, Inc. and their Sub-Consultants A2Z The Agency, Wordwing, LLC., and Ball Media Innovations. Proposal to Provide:

Image Studios, Inc.
1100 South Lynndale Drive
Appleton, WI 54914

Purpose:

The purpose of this project is to create a series of dynamic and educational age specific videos about bicycle, scooter, and pedestrian safety. These videos will be used to teach elementary, middle, and high school age students about basic traffic safety principles.

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: Pre-Production

- Kick Off Meetings
- Concept Development
- Research and Planning
- Scriptwriting & Storyboarding
- Talent Casting
- Production Set-Up

Task 2: Production

- In-Studio and On Location Production Costs
- Shooting
- On Camera and Voiceover Talent

Task 3: Post-Production

- Edits
- Rough Cuts
- Revisions

Sub-Contractors

A2Z the Agency:

- Character Development
- Project Management and Coordination
- Selection of Talent
- Art Direction during Video Production

- Collaboration with Image Studios on Storyboard and Scriptwriting
- Final Review of Video.

Wordwing, LLC.:

- Scriptwriter

Ball Media Innovations:

- Spanish Translations

Total Project Cost

\$77,500.00

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 by the 10th of the month following month 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:

Jennie Mayer

jmayer@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 finances 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 results 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

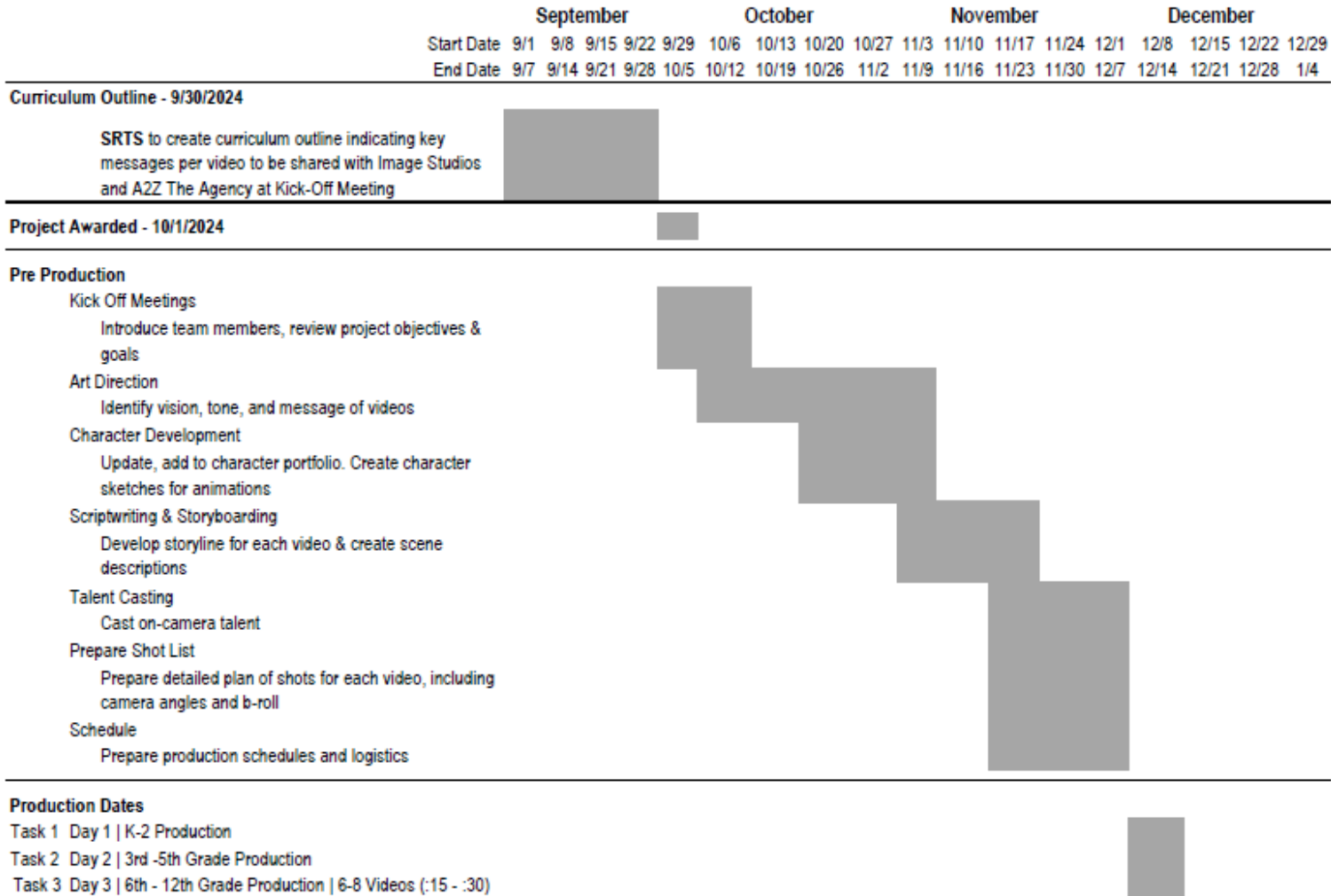
Recipients Other Than Individuals,” of 32 CFR Part 26, “Governmentwide Requirements for Drug- Free Workplace (Financial Assistance).”

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.”

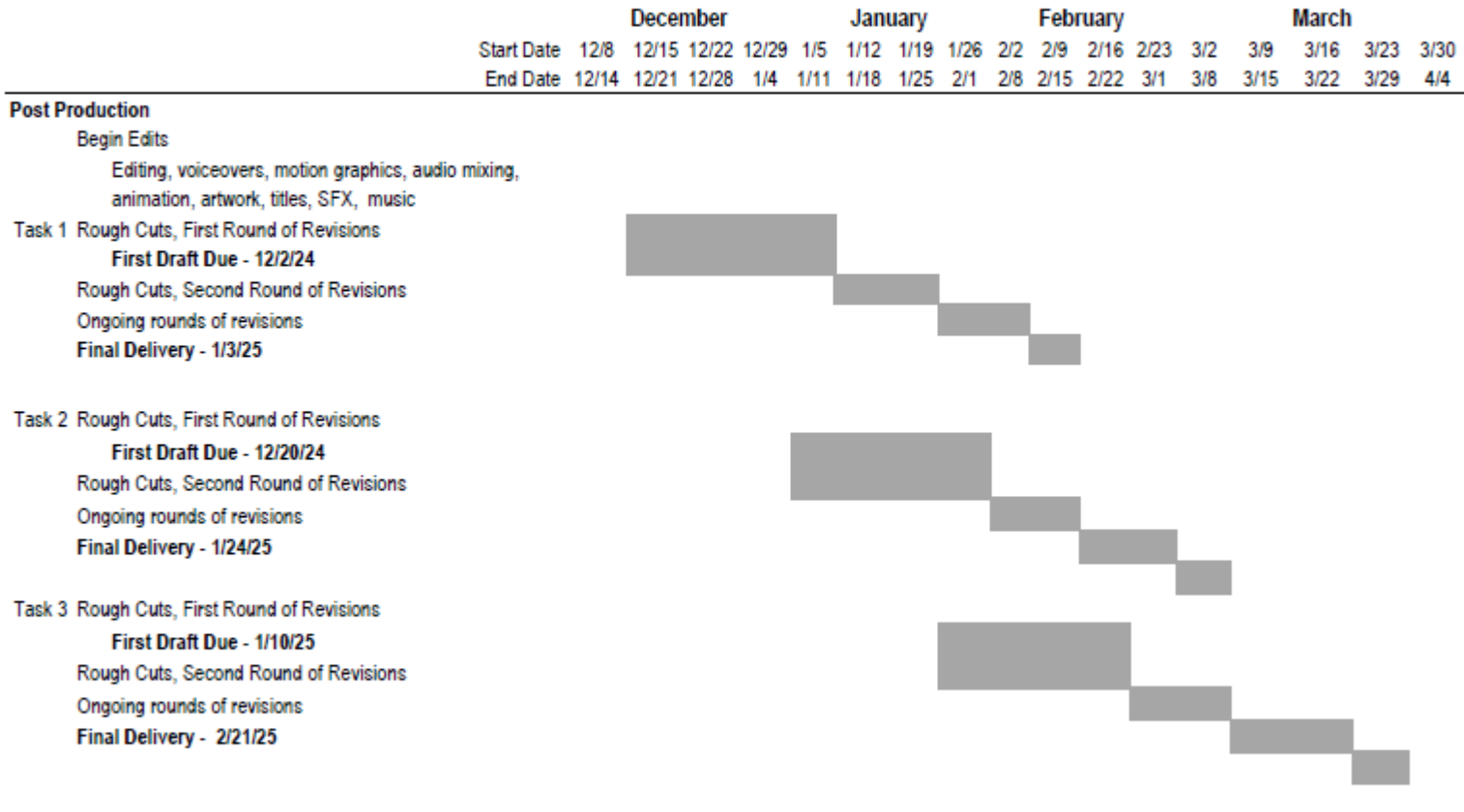
APPENDIX C:

PROPOSED PROJECT TIMELINE

Project Schedule and Timeline



Project Schedule and Timeline



PROPOSED RESOLUTION NO. 47-24

AUTHORIZING THE EXECUTIVE DIRECTOR OF THE COMMISSION TO ENTER INTO A CONTRACT WITH IMAGE STUDIOS INC. FOR THE SAFE ROUTES TO SCHOOL PROGRAM - 2024 SAFE ROUTES TO SCHOOL VIDEO SERIES

WHEREAS, the East Central Wisconsin Regional Planning Commission, hereafter referred to as the Commission, received Transportation Alternatives Program funding from the Wisconsin Department of Transportation to administer the Regional Safe Routes to School Program, and;

WHEREAS, the Commission has approved in its budget and work program the hiring of a consultant to create bicycle and pedestrian safety videos, and;

WHEREAS, the contract is a six-month contract beginning October 1, 2024 and ending on April 4, 2025, and;

WHEREAS, the contract is a financial commitment by the Commission funded through the Safe Routes to School Program of up to \$77,500;

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

Section 1. That the Executive Director is authorized to negotiate and enter into a contract with Image Studios, Inc.

Effective Date: September 18, 2024

Submitted To: Executive Committee (using its authority to act upon behalf of the full Commission)

Prepared By: Jennie Mayer, Safe Routes to School Coordinator

Alice Connors, Chair
Executive Committee

Attest: Melissa Kraemer Badtke—Executive Director
East Central WI Regional Planning Commission

Approval Date

Approval Date

DATE: September 18, 2024

TO: ECWRPC Executive Committee

FROM: Melissa Kraemer Badtke, Executive Director & Craig Moser, Deputy Director

RE: Proposed Resolutions 48-24 and 49-24 – Amending the 2024 East Central WI Regional Planning Commission Work Program and Budget and Authorizing the Executive Director to enter into a contract with the Town of Black Wolf for their Comprehensive Plan Update

The Town of Black Wolf contacted the Commission for assistance with the completion of their Comprehensive Plan Update, after a consultant they had hired was unable to complete the work due to staffing turnover. Staff worked with the Town to determine a Scope of Work based on the work that had already been completed by the consultant and provided a proposal to the Town.

Staff evaluated current workload and capacity and determined that this work could be completed on behalf of the Town in 2024.

STAFF RECOMMENDATION: Staff recommends approval of Proposed Resolutions 48-24 and 49-24 - Amending the 2024 East Central WI Regional Planning Commission Work Program and Budget and Authorizing the Executive Director to enter into a contract with the Town of Black Wolf for their Comprehensive Plan Update.

Table 4: East Central Wisconsin RPC 2024 Budget Summary

	2024 PROPOSED BUDGET	2023 APPROVED & AMENDED BUDGET	Difference (\$)	Difference (%)
Projected Operating Revenues				
Intergovernmental Grants	\$ 1,929,111	\$ 1,900,025	\$ 29,086	1.5%
Federal Grants	\$ 1,843,826	\$ 1,801,490	\$ 42,336	2.4%
State Grants	\$ 85,285	\$ 98,535	\$ (13,250)	-13.4%
Other Grants	\$ -	\$ -	\$ -	0.0%
Intergovernmental Charges for Services	\$ 845,288	\$ 809,817	\$ 35,471	4.4%
Local districts membership levy	\$ 625,000	\$ 625,000	\$ -	0.0%
Local district contracts (secured & estimated)	\$ 62,132	\$ 40,792	\$ 21,340	52.3%
NR-135 program (Operator fees)	\$ 137,346	\$ 123,450	\$ 13,896	11.3%
NR-135 program (WDNR fees)	\$ 20,810	\$ 20,575	\$ 235	1.1%
Public Charges for Services	\$ 38,000	\$ 14,000	\$ 24,000	171.4%
Use of Prior Years Fund Balance	\$ 50,000	\$ -	\$ 50,000	#DIV/0!
Total Operating Revenues	\$ 2,862,400	\$ 2,723,842	\$ 138,558	5.1%
Projected Operating Expenses				
Salaries and wages	\$ 1,428,023	\$ 1,285,494	\$ 142,529	11.1%
Staff	\$ 1,411,023	\$ 1,271,494	\$ 139,529	11.0%
Commissioners (meeting payments)	\$ 17,000	\$ 14,000	\$ 3,000	21.4%
Employee fringe benefits	\$ 441,069	\$ 413,496	\$ 27,573	6.7%
Health Insurance	\$ 227,757	\$ 219,308	\$ 8,449	3.9%
FICA, Wkmn's Comp, Life, WRS, etc.	\$ 213,313	\$ 194,188	\$ 19,125	9.8%
Direct grant expenses	\$ 582,343	\$ 682,758	\$ (100,416)	-14.7%
Overhead Expenses	\$ 367,579	\$ 290,009	\$ 77,570	26.7%
6100 Meeting Expenses & Staff Development	\$ 17,990	\$ 17,440	\$ 550	3.2%
6200 Supplies	\$ 7,000	\$ 5,600	\$ 1,400	25.0%
6300 Office Space & Equipment	\$ 159,804	\$ 62,529	\$ 97,275	155.6%
6400 Reference materials, subscriptions and dues	\$ 9,085	\$ 1,600	\$ 7,485	467.8%
6500 Printing and Publishing	\$ 33,000	\$ 12,500	\$ 20,500	164.0%
6600 Postage	\$ 1,000	\$ 500	\$ 500	100.0%
6700 Staff expenses	\$ 11,500	\$ 9,000	\$ 2,500	27.8%
6800 Insurance, legal, audit	\$ 55,200	\$ 42,840	\$ 12,360	28.9%
Interest	\$ 5,000	\$ 7,500	\$ (2,500)	-33.3%
Depreciation	\$ 68,000	\$ 130,500	\$ (62,500)	-47.9%
Total Operating Expenses	\$ 2,819,012	\$ 2,671,757	\$ 147,255	5.5%
Projected Surplus / (Deficit)	\$ 43,387	\$ 52,085	\$ (8,698)	-16.7%

**PROPOSED
RESOLUTION NO. 48-24**

**AMENDING THE 2024 WORK PROGRAM AND BUDGET FOR 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 2024 Work Program and Budget for the East Central Wisconsin Regional Planning Commission was approved on January 24, 2024, and;

WHEREAS, the 2024 Work Program and Budget for East Central Wisconsin Regional Planning Commission has been amended on March 28, 2024 and July 24, 2024, and;

WHEREAS, the Town of Black Wolf located in Winnebago County is a member of the Commission, and;

WHEREAS, the Town of Black Wolf has requested the Commission to complete their Comprehensive Plan, and;

WHEREAS, the Commission staff has the capacity to complete the Town of Black Wolf's Comprehensive Plan, and;

WHEREAS, the Commission and the Town of Black Wolf will enter into a contract and there will be additional funding included in the 2024 Work Program and Budget for this project, and;

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

Section 1: That the Commission hereby amends the 2024 Transportation Work Program and Budget as reflected on the attached and incorporated herein.

Section 2: That the Commission hereby amends the 2024 Work Program and Budget as reflected on the attached and incorporated herein.

Effective Date: September 18, 2024

Submitted By: Executive Committee (using its authority to act upon behalf of the full Commission)

Prepared By: Melissa Kraemer Badtke, Executive Director

Alice Connors, Commission Chair
East Central WI Regional Planning Commission

Attest: Melissa Kraemer Badtke—Executive Director
East Central WI Regional Planning Commission

Approval Date

**PROPOSED
RESOLUTION NO. 49-24**

**AUTHORIZING THE COMMISSION TO ENTER INTO AN AGREEMENT WITH THE TOWN OF
BLACK WOLF FOR THE PREPARATION OF THE TOWN OF BLACK WOLF COMPREHENSIVE
PLAN**

WHEREAS, the Town of Black Wolf, Winnebago County, Wisconsin desires to enter into an agreement with the Commission to render certain technical planning services for a Comprehensive Plan Update, and;

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

WHEREAS, the Town is part of Winnebago County, which is a member of the Commission, and;

WHEREAS, the Town of Black Wolf's Comprehensive Plan was last approved in November 17, 2008, and;

WHEREAS, the Commission has the staff capacity and expertise to develop the Town of Black Wolf's Comprehensive Plan;

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

Section 1. That the Commission approves entering into a contract agreement with the Town of Black Wolf for services rendered to update their Comprehensive Plan at an agreed upon by both parties.

Section 2. That the Commission will complete the Town of Black Wolf Comprehensive Plan by January 31, 2025.

Section 3. That the Commission is authorized to enter into the necessary agreements to carry out such services.

Effective Date: September 18, 2024

Submitted By: Executive Committee (using its authority to act upon behalf of the full Commission)

Prepared By: Melissa Kraemer Badtke, Executive Director

Alice Connors, Commission Chair
East Central WI Regional Planning Commission

Attest: Melissa Kraemer Badtke—Executive Director
East Central WI Regional Planning Commission

Approval Date

DATE: September 18, 2024
TO: ECWRPC Steering Committee
FROM: Sara Otting, Controller
RE: Discussion and Action on Health Insurance Premiums 2025

The State of Wisconsin has provided the Commission with the Health Insurance Premium Options for 2025. The 2025 proposed options are outlined on the following documents. We have also included a comparison from 2024 to 2025 with amounts for our current staff.

In the attached document, you will see four proposals, which detail the various health insurance premium options for 2025. While looking at the employee minimum share it's important to note these amounts come from the state. Tier 1 plan has an employee minimum of 12% (a Commission maximum of 88%).

- A (Current 2024 Rates): The actual premium amounts for employee and Commission.
- Proposal B: Minimum amounts allowed by the state. The employee portion would be 12%. Commission portion would be 88% and the
- Proposal C: The employee portion would be at 16%. The Commission portion would be 84%.
- Proposal D: The employee portion would be at 18%. The Commission portion would remain at 82%. While this would increase both the employee premium and the Commission premium, it splits the increased burden between the employee and the Commission.
- Proposal E: The employee portion would be at 20%. The Commission portion would be 80%. This would be an almost \$800 increase for the year to employee's with a family.

Staff Recommendation: Staff recommends Proposal D with employee portion at 18% and the Commission portion at 82%. This option is a manageable increase for both employees and the Commission. The increase for employees is 3% while the increase for the Commission is just under 6% with a total increase of 8.7%. It also aligns with our preliminary budget amounts for 2025.

DATE: September 18, 2024

TO: ECWRPC Executive Committee

FROM: Melissa Kraemer Badtke, Executive Director & Craig Moser, Deputy Director

RE: Regional Aviation Development Fund Committee Background/Overview

PROGRAM: In October, 2023, the East Central Wisconsin Regional Planning Commission (ECWRPC) Board authorized ECWRPC to act as the fiscal agent and grant administrator of a newly created **Regional Aviation Development Fund**, designed to help support continued growth of the aviation sector in the region as a component of East Central’s core Economic Development Program area.

EAST CENTRAL’S ROLE: East Central serves as the fiscal agent of a segregated fund to support the development of aviation-related economic development initiatives in East Central’s service area. Fund promotion and development are handled by other stakeholder agencies. Initially, the program is designed to enhance commercial air service development by providing incentives for new route destinations or increased frequency to existing destinations. Additional opportunities to enhance the aviation sector will be evaluated moving forward.

COMMITTEE: ECWRPC established a Special Project Committee, per Article VI, Section 3 of East Central’s By-Laws, to review and award grants from the fund. The Committee met for the first time on September 3, 2024. Committee structure consists of the following membership:

County/Organization	Appointment Position	Term Expires	Name
Calumet County	Executive Committee Rep	Apr-26	Alice Connors
Winnebago County	Economic Development Committee Rep	Apr-26	Matt Mugerauer / Perm Alt. Mark Rohloff
Waupaca County	Transportation Committee Rep	Apr-26	Dave Morack
Outagamie County	Outagamie Commissioner	Apr-26	Thomas Nelson / Perm Alt. Kevin Englebert
Menasha Packaging	Business Community Rep	Apr-25	Gena Miller, Menasha Packaging
Air Wisconsin	Airport/Aviation Community Rep	Apr-26	Rob Binns, Air Wisconsin
Fox World Travel	Travel/Tourism Community Rep	Apr-27	Chip Juedes, Fox World Travel
Ex-Officio (Non-Voting)	Appleton Airport Director		Abe Weber
Ex-Officio (Non-Voting)	CVB/Tourism/Economic Development Rep		Pam Seidl
Ex-Officio (Non-Voting)	ECWRPC Executive Director		Melissa Kraemer Badtke
	Legal Advisor		Joe Guidote

LEGAL REVIEW/MEMORANDUM OF UNDERSTANDING: East Central brought on a Limited Term Employee who has legal experience with airport-related issues to assist in drafting a Memorandum of Understanding between East Central and the Appleton Airport to ensure clear understanding of roles and responsibilities of each party. Please find attached that documentation for reference, which will also be provided to the Economic Development Committee and brought back to Executive Committee in October for approval.

STAFF RECOMMENDATION: This is information only but staff would appreciate review and feedback from Executive Committee on the DRAFT Memorandum of Understanding document.

MEMORANDUM

TO: Melissa Kraemer-Badtke, Executive Director
Craig Moser, Deputy Director

FROM: Attorney Joe Guidote

DATE: May 7, 2024

East Central Wisconsin Regional Planning (EC) is considering the establishment of an Air Carrier Incentive Program (ACIP). The Federal Aviation Administration (FAA), on December 3, 2023 updated its Air Carrier Incentive Program Policy (Policy), which covers two types of ACIPS:

1. Programs funded by the airport itself ‘(airport sponsored incentives’) and
2. Programs funded by the local community (community sponsored incentives), which cannot include any airport sponsored funding.

A community sponsored incentive program is funded by non-airport funds and administered by an entity independent of the airport and its administration. Although still regulated by the FAA, a community-sponsored ACIP has much more flexibility in granting funds to incentivize the development of new and expanded air carrier routes. On the other hand, an airport sponsored incentive program must comply with many more federal law and FAA grant assurance requirements. A significant portion of airport funding and assets are federally derived resulting in greater scrutiny of the disbursement of airport revenue. This scrutiny comes in the form of regulated compliance with FAA grant assurances as a means of protecting the federal investment. Since community based incentive programs utilize community- based funding and not airport funding, a community based ACIP grant may, for example, directly assist in the financing of new routes, including minimum revenue guarantees, travel banks, and marketing that may include destination marketing. Such funding measures may be more attractive to an air carrier exploring the viability of establishing a new route.

Other Policy requirements of community-based incentive programs are:

1. Any use of funds must still meet Grant Assurance obligations that prohibit unjust discrimination. In FAA parlance, “unjust discrimination” in this context relates to discrimination against other similarly situated air carriers. The policy does, however, recognize that an incentive to a specific carrier is not viewed as discriminatory to other carriers, because an air carrier operating a **new** route is not considered to be “similarly

situated” to other carriers operating established routes. Thus, the incentive must be for a limited time, until “the new service becomes known and accepted.” FAA Policy Sec .III(B)2

2. In the event a community based incentive program chooses to fund a new air service using non-airport funds, such funds cannot be commingled with airport funds. For example, EC cannot decide to grant the funds to an air carrier and then forward the funds to the airport for distribution to the air carrier. FAA Policy, Sec. III(B)(3)a
3. The airport cannot have a direct management role in community based ACIP, however, it can have a limited role in advising the ACIP. The Airport Director cannot, for example, vote on the issue of an incentivized Air Service agreement. The Airport Director can, however, be an ex-officio, non-voting member of the committee; he/she may participate in debate and provide technical advice on an issue at hand. FAA Policy Sec. III(B)(3)(b)i-iii It is my opinion that such technical advice could include presenting a community based air incentive opportunity to EC, negotiating a tentative air service agreement, after receiving EC’s approval to proceed with negotiations, and presenting the agreement with recommendations to EC for consideration and action.

If EC proceeds with the formation of a community based ACIP, it is my recommendation that EC enter into a memorandum of understanding with ATW, to set forth the parameters of each entity’s authority and expected duties and obligations, consistent with the FAA Policy Regarding Air Carrier Incentive Program.

MEMORANDUM OF UNDERSTANDING BETWEEN APPLETON INTERNATIONAL AIRPORT AND EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

The purpose of this Memorandum of Understanding (MOU) between East Central Wisconsin Regional Planning Commission (ECWRPC) and Appleton International Airport (ATW) is to define the relationship between ECWRPC's Air Carrier Incentive Program (ACIP) and ATW. ECWRPC has established an ACIP to incentivize commercial air carriers to develop new or expand existing routes to various destinations. This endeavor is intended to benefit ECWRPC's regional economy and to provide new and expanded routes to and from a wider range of destinations for the benefit and convenience of the region's business and recreational travelers.

ECWRPC DUTIES

ECWRPC shall authorize and create a community sponsored ACIP and shall also appoint a special project committee, as permitted per Article VI, Section 3 of ECWRPC's Bylaws, to provide oversight and policy direction for the ACIP. The Regional Aviation Development Fund Committee's duties shall be authorized by the ECWRPC and the special project committee shall regularly inform the ECWRPC of its activities. The ACIP shall be administered in compliance with the FAA Policy Regarding Air Carrier Incentive Programs.

The committee shall be composed of seven voting members, composed of stakeholders from the following:

- ECWRPC Chair (or designee from the Executive Committee)
- ECWRPC Economic Development Committee Chair (or designee from Committee)
- ECWRPC Transportation Committee Chair (or designee from the Committee)
- ECWRPC Commissioner – Outagamie County (appointed by the Commission Chair)
- Business Community Representative (appointed by the Commission Chair)
- Airport/Aviation Community Representative (appointed by the Commission Chair)
- Travel/Tourism Community Representative (appointed by the Commission Chair)

The special project committee shall also include ex-officio members whose professional backgrounds will provide expertise in the Committee's review and deliberation of grant proposals. Ex-officio members will be non-voting members, but will otherwise have the ability to provide technical, professional and industry-relevant advice to the committee, and when requested to the full Commission. Ex-officio members shall include:

- Appleton Airport Director or Designee
- CVB/Tourism/Economic Development Agency Representative
- ECWRPC Director or Designee

Any technical advice tendered by an ex-officio member will in no way be determinative, and such advice may be considered by the subcommittee and the ECWRPC in their deliberations and decision making.

All meetings of the subcommittee shall be subject to the Wisconsin Open Meetings Law.

Any funds received by the ECWRPC for the purpose of incentivizing aviation development shall be deposited in a segregated, interest bearing account.

Funds in said account shall be disbursed for the purpose of incentivizing new or expanded routes that demonstrate sufficient passenger interest to sustain the route for the long term. Incentive funding for such routes may include, but is not limited to:

1. Marketing activities, including destination marketing, in support of a new or expanded route.
2. Direct financing of routes, including minimum revenue guarantees.

The Committee shall consider each grant applicant's submitted materials, deliberate and recommend to the full Commission its recommendation, along with a tentative grant agreement setting forth the terms and conditions of the grant. The recommendation(s) of the Committee shall be approved by a majority of those present, assuming there is a quorum.

Funds in said account shall also be disbursed for the purpose of reimbursing ECWRPC for actual administrative costs of program administration.

APPLETON INTERNATIONAL AIRPORT DUTIES

ATW agrees to the appointment of its Airport Director as an ex-officio member of the Committee, and neither the Airport Director, nor his/her staff, shall have the right to vote on the Committee.

The Airport Director shall provide technical advice to the Committee and Commission including but not limited to:

1. Identifying opportunities for new or expanded air carrier routes,
2. Discuss recommended strategies as to how ECWRPC's ACIP may assist in incentivizing an identified air carrier to create a new or expanded route.
3. The Airport Director, upon recommendation by the Committee, shall enter into negotiations with the designated air carrier and reach a tentative written agreement for consideration by the Committee and, upon recommendation by the Committee, the Commission.

The Airport Director specifically agrees that neither he/she or any member of the Airport Director's staff can or will make any representations, statements, or enter into any agreement that would bind ECWRPC in any way without specific prior approval by the Commission.

The Airport Director understands that any ECWRPC approved grant funds cannot be commingled with airport funds in any way or for any time period, and that any approved grants shall be disbursed directly to the grantee. Grant funds shall never be disbursed to ATW for later disbursement to a grantee.

The Airport Director shall be primarily responsible for identifying and meeting with community stakeholders to discuss potential contribution to the ECWRPC ACIP.

DATE: September 18, 2024

TO: ECWRPC Executive Committee

FROM: Melissa Kraemer Badtke, Executive Director | Craig Moser, Deputy Director | Sara Otting, Controller

RE: SERDI Implementation Update

In July, Executive Committee and the Commission Board approved utilizing \$50,000 of available fund balance to begin the implementation of the SERDI Board Assessment and amended the 2024 Work Program accordingly.

From July – December, 2024, efforts will be focused on the development of communication materials as well as putting in place systems to provide better communication to the communities within the East Central Region. If not all of the \$50,000 is utilized the remainder would be included in the 2025 work program and budget.

The following table serves as an update to Executive Committee on progress to date on implementation efforts.

SERDI Implementation Budget - 2024			
Deliverables	Cost	Notes	Progress Update
Customer Relationship Management System (CRM)	\$18,000	This system will allow the staff to have one database for contact information for communities and partner organizations. In addition, it will provide staff an avenue for sending out notices of grants, newsletters, and other important agency announcements.	Staff researched various CRM products and scheduled demos with two vendors. Based on those demos and vendor proposals, staff are finalizing a decision and recommend proceeding to implement CRM software in Q4 of 2024.
Website Update/Refresh	\$2,000	This was identified as a need by staff, communities, and also during the Appleton (Fox Cities) MPO Certification Review. Staff will develop a new website that is more user friendly.	IT staff researched various website themes and templates. Those options have been narrowed for further consideration by program staff, who will be working to identify content by program area.
Brand Refresh	\$15,000	Update the logo and brand for the Commission along with the development of	Follow up discussions held with local vendor, A2Z Design, that worked with East Central on prior branding

		template documents that staff will be able to utilize when communicating to partner organizations and communities.	effort. Proposal received from A2Z for services not to exceed \$15,000 to assist with brand update, architecture and templates.
Communication Materials	\$5,000	Develop communication materials (i.e. newsletter, etc.) regarding the Commission.	This will be incorporated with the implementation of the new branding for the Commission and the CRM Software.
Community Outreach	\$10,000	The Executive Director and Deputy Director will begin attending City, Village, Town and County Board meetings and developing a schedule to listen to the challenges and opportunities within each community.	County local government meetings held in Calumet, Outagamie, Menominee, Shawano, Winnebago, and Fond du Lac counties. (see attached services matrix). Waupaca County meeting scheduled Sept. 25 th . Non-member counties meeting TBD.
Total Amount	\$50,000		

Staff Recommendation: While this is information only and no action is required, Executive Committee input and feedback is welcome.

2024 Local Government Meeting Matrix

	Calumet 8/5	Outagamie 8/5	Menominee 8/7	Shawano 8/7	Winnebago 8/14	Fond du Lac 8/14	Waupaca 9/25
GRANTS (44)							
Writing (11)	xx	xx	x	xx	xxx	x	
Admin (10)	x	xx	x	xx	xx	xx	
Training (8)		xx	x	x	xx	xx	
Support (10)	x	xx	x	xx	xx	xx	
Sift/Sort/Match (5)		xx	x		x	x	
PLANNING SERVICES (20)							
Enhanced SCTA (2)	x			x			
Master Planning Contract (1)	x						
Economic Development (6)	x		x	x	xx	x	
Drone (1)			x				
Trails (4)			x		xxx		
Short Line Rail (2)				x	x		
Solar (2)				x		x	
Outdoor Rec (1)					x		
Safe Routes to School (2)			x			x	
CONVENING (19)							
Housing (2)		x	x				
Mass Transit (1)		x					
Trail/ROW Acquisition (1)		x					
Regionalism/Shared Srvcs (1)		x					
Fire/EMS Services (3)		x		x		x	
State/Fed Legislators (4)		x		x	x	xx	
Rail (Quiet Zones) (1)					x		
Smart Growth Best Practices (1)					x		
Stormwater Mgmt (4)					xx	xx	
Childcare (1)						x	
SHARED STAFF (11)							
Stormwater Engineer (1)					x		
Civil Engineer (1)					x		
Building Inspector (3)		xx			x		
Wetland Delineation (1)		x					
Surveyor (1)		x					
P&Z (2)		xx					
Emergency Mgmt (1)		x					
GIS (1)					x		
FUNDING (9)							
Water/Sewer Infrastructure (2)	x					x	
Roadways (5)	xx		x		x	x	
Local Revenue Options (1)	x						
Hazard Mitigation (CDBG) (1)						x	
GIS (7)							
Mapping (1)	x						
Broadband (3)	x				x	x	
Data/ESRI (1)	x						
3D Visualization (2)					xx		
REGIONAL FOCUS (7)							
Housing (Infill Study) (2)		x					
Housing Needs Study (4)			x		xx	x	
Housing Types/Mix (1)					x		
CAPACITY (4)							
Internships (3)	xx	x					
Future Workforce (1)		x					