

Public Meeting Notice

Executive Committee of the
West Central Wisconsin Regional Planning Commission (WCWRPC)
10:00 a.m., Thursday, April 11, 2024

Banbury Place, 800 Wisconsin Street, Building D, 4th Floor, Suite 405 H
Eau Claire, Wisconsin 54703
(Down the Hall from the WCWRPC Offices)

Agenda

1. **Call to Order** – Chair Louie Okey
2. **Review and Approve Minutes of March 14, 2024, Executive Committee Meeting** – Okey
3. **Approval of Agreement with the Wisconsin Department of Natural Resources (WDNR) for the Funding of an Updated Chippewa-Eau Claire Metropolitan Planning Organization (MPO) Sewer Service Area (SSA) Plan** – Executive Director Allen/Okey (This item was postponed from the Executive Committee meetings of February 8 and March 14, 2024, and the Commission meeting of March 20, 2024.)
Background: The current SSA Plan was last fully updated in 2005-07, with only a partial policy update in 2017-18. Therefore a comprehensive update is needed. The Chippewa-Eau Claire MPO reviewed the anticipated plan update timeline at their meeting of January 31, 2024. The MPO's Technical Advisory Committee will guide the plan update process, WCWRPC will facilitate the plan update process, and WDNR will provide consultation and ultimate review and approval. WCWRPC staff provided a revised project proposal and scope of work to WDNR on January 24, 2024. WCWRPC proposed to commence the project on March 1, 2024, and received an update on March 5th that the agreement should be ready "in the next week or so," with an additional update on March 26th noting it should be ready "in the next couple of days." The agreement is for \$45,000 in WDNR funding through December 31, 2024, with a likely extension to mid-2025.
Potential Action: Review and approve the agreement; postpone to a future meeting; or other action.
4. **Report on WCWRPC Employee Handbook's Remote Work Policy** – Allen/Okey
Background: The Commission adopted a new Remote Work Policy on November 9, 2023. Executive Director Allen will provide an interim report on the policy's implementation.
Potential Action: Review and approve any modifications to the Employee Handbook's Remote Work Policy; or provide input and guidance for future action.

5. **Review and Consideration of Adding a Deputy Director Role – Allen/Okey**
Background: At the Executive Committee meeting of February 8, 2024, it was requested to review and discuss the possibility of adding a Deputy Director role to WCWRPC staff. This could take the form of an incidental, temporary designation (e.g., in the case of the Executive Director’s absence), or as a new title and job description (e.g., a full-time, ongoing role). Of the 9 RPCs in Wisconsin, 5 have a full-time Deputy Director or Assistant Director position: Bay Lake; East Central; North West; South East; and South West. Executive Director Allen will present information for discussion, review, and potential action.
Potential Action: Review and approve any position description(s) modifications; or provide input and guidance for future action.
6. **Motion to go into Closed Session Pursuant to the Provisions of Section 19.85(1)(c) of Wisconsin Statutes to “Consider Employment, Promotion, Compensation or Performance Evaluation Data of any Public Employee over Which the Governmental Body has Jurisdiction or Exercises Responsibility.” – Okey**
7. **Roll Call Vote to be Taken – Okey**

Closed Session

8. **Executive Director Performance Evaluation – Okey**
9. **Motion to Return to Open Session – Okey**

Open Session

10. **Any Appropriate Motion/Action – Okey**
11. **Any Other Business or Updates – Allen/Okey**
12. **Next Commission Meeting Date – Thursday, May 9, 2024 – Banbury Place, Eau Claire, WI**
13. **Next Executive Committee Meeting Date – Thursday, June 13, 2024 – Location TBD**
14. **Adjournment**

**Minutes of the Executive Committee Meeting of the
West Central Wisconsin Regional Planning Commission (WCWRPC)
Thursday, March 14, 2024; 10:00 a.m.**

Commissioners Present: Louie Okey, George Rohmeyer, John Frank, Steve Rasmussen*, Ryan Sicard* (*online via Zoom)

Commissioners Absent: Jeremy Hall, Joe Waichulis

Staff Present: Scott Allen, Erin Whyte, Kim Zimmerman

1. **Call to Order:** Chair Okey called the meeting to order at 10:04 a.m.
2. **Review and Approve Minutes of February 8, 2024, Executive Meeting-** A motion to approve the February 8, 2024, minutes was made by Rohmeyer, seconded by Frank; motion carried.
3. **Approval of Agreement with the Wisconsin Department of Natural Resources (WDNR) for the Funding of an Updated Chippewa-Eau Claire Metropolitan Planning Organization (MPO) Sewer Service Area (SSA) Plan-** (This item was postponed from the meeting of February 8, 2024.) Allen informed the committee that no final agreement has been submitted yet by the DNR. A motion to postpone and to address this topic at the next Commission meeting on March 20th was made by Rasmussen, seconded by Frank; motion carried.
4. **Report on Funding Set Aside Balance Relating to Sick Leave Inventory for WCWRPC Staff-** Allen reported per policy, the calculation of funds that are set aside for sick leave and payouts. No action, review of report and it is in good standing.
5. **Preview of Annual Levy for 2025 Calendar Year-** Allen discussed the 2025 Levy and a preview of the options were presented to the committee for guidance for the charges to each county. A recommendation to discuss an increase in the levy to 3% in 2025 at the next Commission meeting on March 20th was made, motion to approve was made by Rasmussen, seconded by Sicard; motion carried.
6. **Any Other Business or Updates:** No other business to discuss.
7. **Next Commission Meeting Date:** Wednesday March 20, 2024; St. Croix County, Bomaz Farms, Hammond, WI
8. **Next Executive Committee Meeting Date:** Thursday, April 11, 2024; Banbury place, Suite H, Eau Claire, WI
9. **Motion to Adjourn:** The meeting was adjourned at 10:39 a.m.

Prepared by Erin Whyte

**AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND
WEST CENTRAL WI PLANNING COMMISSION**

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and the West Central Wisconsin Planning Commission (Grantee) for the purpose of providing water quality management planning assistance to the Department.

FOR AND IN CONSIDERATION of the terms and conditions contained in this grant agreement, the above-named parties agree:

1. PERIOD OF AGREEMENT: This grant agreement shall commence upon its signing by both parties and continue until December 31, 2024, during which period all performance as described in this grant agreement shall be fully completed to the satisfaction of the Department. Grantee may claim eligible costs for reimbursement for work conducted between March 1st, 2024, and the end of the grant agreement.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Grantee to comply with terms, conditions, and specifications of this grant agreement.
3. ENTIRE GRANT AGREEMENT; AMENDMENTS: This grant agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this grant agreement are hereby superseded. Any agreement revisions, including cost adjustments and time extensions, may be made only by a written amendment to this grant agreement, signed by both parties prior to the ending date of this grant agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this grant agreement nor any right or duty in whole or in part by the Grantee under this grant agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this grant agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this grant agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this grant agreement does not absolve the Grantee of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Grantee agrees to perform the following services to the satisfaction of the Department:
 - A. See WCWRPC work plan attachment dated January 24, 2024.
 - B. Reports:
 - 1) Provide quarterly reports in April, July, October, and January to the Department describing all applicable work activities completed or in progress, activities anticipated during the next quarter, and any problems/issues that could affect completing this work on time. Quarterly reports should be a one or two page report, providing the following information:

- a) Project Goals
- b) Progress this Quarter
- c) Activities Planned for Next Quarter
- d) Problems/Issues (including any that could affect completing the project on time)

2) Prepare and submit to the Department within 60 days after the end of the agreement a final report describing all work activities. This report shall be subject to review and approval to the Department of Natural Resources.

6. AGENCY CONTACTS: All communications regarding this grant agreement will be made through the designated agency contacts. The designated contacts are:

Grantee - Chris Straight, Senior Planner
West Central WI Planning Commission
800 Wisconsin St.
Eau Claire, WI 54703
Phone, 715-836-2918, Ext. 16

Department - Pamela Toshner
Wisconsin Department of Natural Resources
Bureau of Water Quality Management – WY/3
101 S. Webster St., Box 7921
Madison, WI 53707-7921

7. TERMINATION:

- A. This grant agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Grantee to fulfill its obligation under this grant agreement, provided, that the Department shall give the Grantee not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is affected by the Department, an equitable adjustment in the price provided for in this grant agreement shall be made. Any payment due to the Grantee at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Grantee's default. The equitable adjustment for any termination shall provide for payment to the Grantee for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Grantee relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Grantee shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports,

estimates, summaries, and such other information and materials as may have been accumulated by the Grantee in performing this grant agreement, whether completed or in process.

- D. Upon termination pursuant to paragraph A above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Grantee is liable for any excess costs for such similar work or services.
- E. The rights and remedies of the Department and the Grantee provided in this clause are in addition to any other rights and remedies provided by law or under this grant agreement.

8. PAYMENT: The Department agrees to reimburse the Grantee up to \$45,000 in FY22 Water Quality Management Planning Funding, to be earned by December 31st, 2024.

Billings by the Grantee shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent electronically to the following:

Ruth Person
Ruth.Person@wisconsin.gov

Ryan Raab
Ryan.Raab@wisconsin.gov
Department of Natural Resources
Bureau of Water Quality - WY/3
P.O. Box 7921
Madison, WI 53707

Copies of billings and all reports must also be sent (electronically) to:

Pamela Toshner
Pamela.Toshner@wisconsin.gov
Department of Natural Resources
Bureau of Water Quality – WY/3
P.O. Box 7921
Madison, WI 53707

9. RECORDS; ACCESS: The Grantee shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this grant agreement in accordance with generally accepted accounting principles and practices. The Grantee shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this grant agreement and a copy of the cost summary submitted to the Department. The Department, U.S EPA, their agents and their duly-authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

10. INDEPENDENT CONTRACTOR: The Grantee is an Independent Contractor for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Grantee agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this grant agreement or omissions of Grantee's employees, agents or representatives.
12. INSURANCE: The Grantee performing services for the State of Wisconsin shall:
 - a) Maintain worker's compensation insurance for all employees engaged in the work.
 - b) Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - c) Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement/contract.
 - d) The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this grant agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this grant agreement is for an amount of fifty thousand dollars (\$50,000) or more the Grantee agrees to submit a written affirmative action plan to the Department within 15 business days after the grant agreement's commences if an acceptable plan is not already on file with the State of Wisconsin. (Grantees with an annual work force of fewer than twenty-five employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the

Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.

15. FUNDING SOURCE: This grant agreement is funded in part or wholly by a grant from the US EPA, CFDA #66.454. This procurement will be subject to regulations contained in 2 CFR 200.338 & 200.339 (formerly 40 CFR Parts 31 and 40 and OMB Circular 133). Neither the United States nor the US EPA is a party to this agreement.
16. APPLICABLE LAW: This grant agreement shall be governed by the laws of the State of Wisconsin. The Grantee shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this grant agreement.
17. ANTITRUST ASSIGNMENT: The Grantee and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Grantee hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this grant agreement.
18. TAX DELINQUENCY: Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
19. ADDENDUM: Additional conditions are attached as Exhibit A, as part of the FY22 Water Quality Management Planning grant. It is the responsibility of the grantee to determine which if any of the Federal Administrative Conditions in Exhibit A may be relevant to the grantee or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this grant agreement.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date _____

By _____
DNR Secretary

WEST CENTRAL WI PLANNING COMMISSION

Date _____

By _____
Scott Allen, Executive Director



**West Central Wisconsin Regional Planning Commission
Executive Director’s Interim Report on Remote Work Policy**

Provided by Scott Allen – April 11, 2024

A new policy to address Commission staff’s remote work options was adopted by the Commission on November 9, 2023. Prior to that, the Executive Committee at the meeting of October 12, 2023, requested that a **status report be provided 6-9 months following adoption of the final policy**. Although it has been only five months since its adoption, with a reasonable sample size of the policy’s usage, it seemed appropriate to provide a brief ‘interim’ report to the Executive Committee at the meeting of April 11, 2024.

Remote Work Use

Employee	Nov	Dec	Jan	Feb	Mar	Apr	PER EMPLOYEE
1	4.0		8.0	8.0			20.0
2	4.0						4.0
3					4.0		4.0
4	14.0		24.0	24.0	16.0		78.0
5		14.5	8.5				23.0
6			8.0				8.0
7			16.0		2.0		18.0
8	8.0			24.0	12.0		44.0
9	8.0	8.0	3.0				19.0
10					16.0		16.0
11				8.0			8.0
12							0.0
13				8.0	8.0		16.0
14							0.0
15			6.0	3.0	12.0		21.0
MONTHLY	38.0	22.5	73.5	75.0	70.0	0.0	279.0

13 of 15 employees have utilized the remote work policy. Over the course of five months, this averages out to approximately **four hours per month per employee**, or one-half day. As shown, only two employees maximized the 24 hour monthly total—one twice and the other once. Although the winter was mild and lacked major snow events aside from March 25th, illnesses triggered a spike in use during the first three months of 2024.

This highlighted one aspect of the policy in particular:

Remote work is limited to three 8-hour days (i.e., a total of 24 hours) each month. Unused remote workdays do not accumulate month-to-month and are not otherwise compensable. The Executive Director is authorized to extend these limitations on a collective basis under extreme or unusual circumstances (e.g., pandemic, extended office energy outage, office remodeling).

This subparagraph identifies the only exception for exceeding 24 hours each month, which is for “a collective basis under extreme or unusual circumstances.” However, the two employees who had utilized the maximum 24 hours each encountered a circumstance where they would’ve benefited from an exception due to family illness paired with personal illness. In one case, an employee used the policy while monitoring a sick family member. The employee then also became ill but could not work from home for a large portion of their recovery period since they had exhausted their 24 hour allowance. They had sufficient sick time to cover their absence but technically could not log remote work hours.

As such, it would be beneficial to revisit the policy to permit *individual* exceptions specifically in the case of illness.

Otherwise, no other significant concerns or obstacles were observed or reported. All employees had adequate technological access to perform their job duties at full capacity. Below is a sample of a submitted remote work report, as required by the policy:

Re: Remote Work Report for Feb. 2, 2024

Time Allocation:

1. Barron County Bicycle & Pedestrian Plan (B&P) ~ 3 hours
2. Eau Claire County ARPA Grant Administration (ARPA) ~ 2 hours
3. Polk County Farmland Preservation Plan (FPP) ~ 2 hours
4. General Administrative Tasks (Admin) ~ 1 hour

Tasks Completed:

- Continued progress on draft planning document (primarily introductory chapter) (B&P)
- Obtained signatures for a recipient’s grant amendment (ARPA)
- Assisted staff with technical questions (ARPA)
- Compiled and analyzed 1997-2017 USDA Census of Agriculture data (FPP)
- Checked emails and responded according (Admin)

Comments:

- No issues noted. Teams and cloud-based file systems allowed full workload functionality and allowed for seamless collaboration with staff.