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Public Meeting Notice

West Central Wisconsin Regional Planning Commission (WCWRPC)

1:00 p.m., Tuesday, June 27th, 2023

This is a remote only meeting.

Telephone Dial In: 312-626-6799

Meeting ID: 850 7932 9239

Passcode: 060654

Agenda

1. **Call to Order - Chair Louie Okey**
2. **Review and Approve Minutes of June 8, 2023 – Okey**
3. **Approval of Agreement between the Village of Almena and WCWRPC – Executive Director Allen/Okey**
The village of Almena is requesting assistance with the preparation of a FEMA Hazard Mitigation Grant Program (HMGP) sub application for a community safe room located in the Village of Almena, Wisconsin
4. **Any Other Business or Updates –Allen/Okey**
5. **Next Commission Meeting Date – Thursday, July 13, 2023; 10:00 a.m.– Eau Claire Room of Building D, Banbury Place, Eau Claire**
6. **Next Executive Committee Meeting Date – To be decided.**
7. **Adjournment**

West Central Wisconsin Regional Planning Commission

800 Wisconsin Street • Building D2-401 • Mail Box 9 • Eau Claire, WI 54703-3606
Phone: 715-836-2918 • Fax: 715-836-2886 • Email: wcrpc@wcrpc.org

**Minutes of the Executive Committee Meeting of the
West Central Wisconsin Regional Planning Commission (WCWRPC)
Thursday, June 8th, 2023; 10:00 a.m.
Banbury Place, Building D, 4th Floor, Suite 405H**

Commissioners Present: Louie Okey, George Rohmeyer, Joe Waichulis, Steve Rasmussen, John Frank, Sharon Kelly, Ryan Sicard (via Zoom)

Commissioners Absent: None

Staff Present: Lynn Nelson, Scott Allen, Erin Whyte

1. **Call to Order:** Chair Okey called the meeting to order at 10:00 a.m.

2. **Welcome and Introductions-** Okey

3. **Review and Approve Executive Committee Minutes of April 13, 2023:** A motion was made by Mr. Waichulis to approve the March 23, 2023, Executive Committee meeting minutes as presented, seconded by Mr. Rohmeyer; motion carried.

4. **2024 Preliminary Budget Review** – Incoming Executive Director Scott Allen/Outgoing Executive Director Lynn Nelson/Okey Background: A review/discussion of the 2024 preliminary budget will take place. Potential Action: Provide feedback on the 2024 preliminary budget.

Handout: 2023/2024 Budget/Staffing Summary:

- Fully staffed as of May 22nd with 15 staff total, including the four positions recently filled of Senior Planner Position, Office Manager, Executive Director, and Lending Specialist.
- 2023 upgrades: new phone system and I.T. system contract
- 2024 option 1: Status quo with 15 employees or option 2: Hire additional Planner for surface water quality.

Any Appropriate Motion/Action: Called to order by Okey to approve Option 1: Status quo with 15 employees and wait to hire as needed for planner for water quality. To be discussed on a future agenda in 6-8 months. Motion by Mr. Sicard and seconded by Mr. Rasmussen.

5. **Any Other Business or Updates:** There was no other business.

6. **Next Executive Committee Meeting Date:** As needed.

7. **Next Commission Meeting Date:** Thursday, July 13, 2023; 10:00 a.m. at Banbury Place, Eau Claire.

8. **Motion to Adjourn:** The meeting was adjourned at 10:56 a.m.

Prepared by Erin Whyte

**Agreement Between
the Village of Almena
and the
West Central Wisconsin Regional Planning Commission**

**for Assistance with Preparation of a FEMA Hazard Mitigation Grant Program (HMGP) Subapplication for a
Community Safe Room located in the Village of Almena, Wisconsin**

I. Introduction

This agreement is entered into by and between the West Central Wisconsin Regional Planning Commission (hereinafter referred to as the Commission) and the Village of Almena, Barron County, Wisconsin (hereinafter referred to as the Village).

Witnesseth That:

WHEREAS, the Commission is a regional planning agency duly constituted pursuant to the provisions of Section 66.0309, Wisconsin Statutes, that is authorized to enter into contracts to provide technical planning assistance to local governments and/or private entities; and

WHEREAS, the Village desires to pursue Federal Emergency Management Agency (FEMA) mitigation grant funding for the development of a community safe room located at a Village park; and

WHEREAS, Wisconsin Emergency Management (WEM) has notified the Village and Commission that FEMA Hazard Mitigation Grant Program (HMGP) funding is potentially available under Federal Presidential Disaster Declaration DR-4520 for a community safe room project; and

WHEREAS, the Village desires the services of the Commission to assist with the preparation of a HMGP subapplication for the Village of Almena community safe room project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements as hereinafter set forth, the parties to this agreement do hereby agree to the following:

II. Scope of Services to be Performed by the Commission

The Commission agrees to perform the following services and to assume the following responsibilities with respect to this agreement:

- The Commission will take the lead role in preparing and coordinating the HMGP grant subapplication that meets HMGP Application Guidance and other requirements of FEMA and WEM, subject to the timely provision of any required information, assurances, and approvals by the Village. WCWRPC will confirm requirements with WEM as needed during the process.
- WCWRPC will coordinate project activities with Kim Bauer, Village Clerk-Treasurer, on behalf of the Village, and the architect/designer selected by the Village.
- The subapplication will be prepared using forms provided by WEM.
- Based on WEM review of the subapplication, WCWRPC will assist the Village with any required changes or additions to the subapplication.
- Should the subapplication not be selected by FEMA for HMGP grant funding, WCWRPC will work with the Village and WEM to modify and amend the subapplication for submittal as a FY2023 FEMA Building Resilient Infrastructure & Communities (BRIC) subapplication.

III. Responsibilities of the Village

The Village agrees to perform the following services and to assume the following responsibilities with respect to this agreement:

- The Village will be the grant subapplicant and the application process necessitates that the Village execute FEMA-required assurances and match commitments as part of their grant subapplication submittal to WEM.
- The Village is responsible for identifying a specific project site, deciding who the safe room will serve, identifying sources for the non-federal (local) grant match, and providing any additional unique project information required by WCWRPC to prepare the application. The Village is also responsible for any legal fees, land appraisals, special studies, or site assessment costs, if necessitated by the subapplication.
- The Village will be responsible for preparation of a schematic floor plan and related cost estimate details that meet FEMA occupancy, design, construction, and furnishing/operations (e.g., signage, alarm systems, emergency supplies) requirements for community safe rooms. Cost estimates should include any needed site preparation, infrastructure, and other improvements as well as specify any costs that are not grant eligible. WCWRPC will work closely with the architect/engineer selected by the Village to address application requirements.
- The Village will review the draft application and provide any recommended changes.

IV. Time Schedule

- A. The aforementioned services and items of work shall be performed during the period beginning June 26, 2023, and ending February 29, 2024, unless such period is amended by mutual agreement between the parties to this agreement, subject to any State or Federal approvals pertinent to the HMGP planning grant. It is anticipated that the initial draft HMGP grant subapplication will be submitted to WEM no later than July 17, 2023, if required information and approvals are received from the Village in a timely fashion.
- B. The Commission and the Village shall reserve the right to cancel this agreement upon thirty (30) days written notice to either party if either party determines that the other party has not performed properly in any substantial respect or if either party determines that the other party has failed, neglected or refused to carry out the terms of this agreement.

V. Financial Payments

- A. It is expressly agreed by and between the parties to this agreement that the aforementioned services will be provided at a cost not to exceed \$8,000.00 in response to billing(s) submitted by the Commission or as agreed to by the City and Commission.
- B. The services to be completed by the Commission under this agreement shall be performed in a reasonable and professional manner, acceptable to the Village and its staff.
- C. In the event that the Village decides to discontinue work on the contract before its completion, due to no fault on the part of the Commission, the Commission will charge the Village only for work completed.

VI. Title VI Non-Discrimination

During the performance of this contract, the Commission assures that no person shall on the grounds of race, color, religion, national origin, sex, disability, or veteran status as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (P.L. 100.259), and the U.S. Department of Transportation implementing regulations be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the execution of this contract. The Commission's services will also be performed in accordance with the *West Central Wisconsin Regional Planning Commission Title VI Plan—Language Assistance Plan and Public Participation Plan* adopted September 11, 2014 and as amended January 14, 2021.


VII. Miscellaneous Provisions

- A. It is hereby understood and agreed upon by both parties thereto that this agreement is as and for the provision of certain, defined services, as set forth in Section II. In this respect and in its capacity under this agreement, the Commission and its employees, agents and officers are performing on an independent contractor basis and in no event shall the Commission, its agents, employees or officers be considered to constitute agents, employees, or officers of the Village.
- B. The Commission shall not assign, transfer or subcontract this agreement without the approval of the Village.
- C. This agreement may be modified or amended in writing by mutual agreement of the Commission and the Village.
- D. The Commission shall furnish full workman's compensation coverage for all Commission employees.
- E. In the event a dispute arises regarding the performance of a party under this agreement, the parties shall meet and attempt to resolve the dispute. If the parties are unable to resolve the dispute, either party may immediately terminate this agreement. The Village shall pay the Commission for any work performed up to the time of termination.
- F. The Village and the Commission certify that no payment of money or any form of consideration has been offered to or given to a Village employee for the purpose of procuring this agreement.
- G. All communications to the Commission concerning the terms and/or performance under this agreement shall be made to Scott Allen, Executive Director, and all communication pertaining hereto to the Village shall be made to Kim Bauer, Clerk-Treasurer.
- H. Each person signing this agreement personally warrants and represents that he or she is duly authorized and empowered to enter into this agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Village of Almena and the West Central Wisconsin Regional Planning Commission execute this agreement.

Village of Almena
131 Soo Avenue E., Almena, WI 54805



Al Gabe, Village President

6/22/2023

Date

SIGNATURE PAGE

IN WITNESS WHEREOF, the Village of Alma and the West Central Wisconsin Regional Planning Commission execute this agreement.

West Central Wisconsin Regional Planning Commission
800 Wisconsin St., Banbury Place, Bldg D2-401, Eau Claire, WI 54703

Louie Okey, Chair

Date

Joe Waichulis, Jr., Secretary/Treasurer

Date