

Richland Economic Development Board Structural Document

1. Creation of the Board of Economic Development.

There is hereby created the Board of Richland Economic Development to promote economic development within Richland Center and Richland County (collectively, the “Parties”).

A. Overview: The creation of the Richland Economic Development (RED) Board is a collaboration between three sectors: (1) City and County government, (2) the business community, and (3) the civic sector. The RED Board works to promote the progress and benefit of economic development in Richland County and Richland Center for healthy growth.

B. Definitions:

- i. Government Sector:** The Richland County Board of Supervisors and The Richland Center City Council are the governmental entities represented on the RED Board.
- ii. Commerce Sector:** Privately owned businesses or entities of commerce in Richland County who seek the economic development and well-being of the people of Richland County and Richland Center.
- iii. Civic Sector:** Community development organizations, service organizations, philanthropic and benevolent organizations that are focused on a broad interest of development and betterment of the community.

C. Mission Statement:

Fostering a Community of Opportunity, Success, and Excellence

D. Scope: The RED Board is to promote a common mission, vision, and strategic planning for economic development in Richland County and Richland Center. The RED Board will promote goodwill and invitational posturing toward the established community and the attractional population. RED will participate in and work with regional development.

E. Representation: The RED Board will be the official representative of the City of Richland Center, Richland County, the Commerce Sector, and the Civic Sector for economic development throughout Richland County. The RED Board will work to create ideas, vision, direction and focus for economic development. The RED Board will take actions to bring prosperity to Richland County. Through the Economic Development Director (EDD), the RED Board will be the point of contact for interested parties for economic investment and development and will negotiate within its designated powers to bring in potential development to the City and County. The RED Board will also inform, advise, and consult with governmental entities, businesses, civic groups, and individuals so as to promote the economic well-being of Richland County and Richland Center.

F. Composition of the RED Board:

- i. **The RED Board** shall be comprised of eleven (11) members. Of these eleven members the following representation will exist:
 - a. The County Board Chair or Vice Chair
 - b. The Mayor of Richland Center or the City Council President
 - c. The City Administrator or City Clerk if there is not an Administrator
(Non-Voting Member)
 - d. The County Administrator or County Clerk if there is not an Administrator
(Non-Voting Member)
 - e. The Civic Sector representative
 - f. Five members from the Commerce Sector
 - g. One Citizen at Large

- ii. **The Commerce Sector members** will be chosen from the following categories. There should only be one member of the RED Board that represents any of the categories at any given time.
 - a. Manufacturing/industry
 - b. Health care
 - c. Education
 - d. Chamber of Commerce
 - e. Recreation/motels/restaurants
 - f. Banking/financial
 - g. Retail
 - h. Utilities
 - i. Small businesses
 - j. Agriculture/food supply
 - k. Entrepreneurship
 - l. Villages and Towns
 - m. Forestry

- iii. **The Citizen at Large** will represent or have expertise in the areas of;
 - a. Youth/under age 25
 - b. Disadvantaged people
 - c. Non-profits
 - d. Economic and Community Development

- iv. **The Civic Sector Representative** will have experience in the following fields;
 - a. Community development organizations
 - b. Service organizations
 - c. Philanthropic and benevolent organizations that are focused on a broad interest of development and betterment of the community.

- v. **The Government Sector** will be represented exclusively by the Mayor of Richland Center or the City Council President, the Richland County Board Chair or Vice Chair, the City Administrator or Clerk, and the County Administrator or Clerk. No other representative or official from either the Richland County Board or the Richland Center City Council may serve on the RED Board.

- vi. **Qualifications:** The RED Board members will make efforts to have broad representation from the stakeholders of the various categories above who have a record of knowledge and participation in community and economic development.
- vii. **Board Member Selection:** The RED Board will recruit new members from the designated categories above. Nominations will be open for any voting member of the Board to nominate someone to the Board who fits the category designated by the Board. After examination by the RED Board or a subcommittee, the RED Board will vote to seat a new member. This process will apply to new members on a four-year rotational term or to someone who will fill a seat vacated prior to the term expiration. A member is elected to the Board by simple majority.
- viii. **Chair:** The RED Board shall choose a chair from the voting members of the RED Board annually, at the last meeting of the calendar year to be seated at the January meeting.
- ix. **Voting powers:** All members of the RED Board will be voting members except the City Administrator and County Administrator.
- x. **Terms of Office:** Each RED Board member, except the four *ex officio* government members, shall serve a term of four-years on a rotating basis. Two seats shall expire each year and one seat will expire in the fourth year of a four-year cycle. Normally scheduled Board Member selections will occur in November of each year with new members being seated at the January meeting. Board Member selections to fill seats that have been vacated prior to the end of the associated term will be filled in accordance with 1(F)(viii) above at the earliest convenience of the RED Board. Existing RED Board members may be nominated and re-elected at the discretion of the RED Board.
- xi. **Removing a RED Board Member** requires a three-quarter vote of the RED Board voting members seated.

2. Powers, Duties, and Responsibilities of the Richland Economic Development Board.

The Board shall have the following powers and duties and none other.

- A. **Meetings:** The RED Board shall meet at least every other month or six (6) times per year with proper public notice for a governmental meeting.
 - i. **Attendance:** RED Board members shall attend all meetings of the RED Board each year. There will be one excused absence from a meeting of the RED Board with advance notice for each voting member.
 - ii. **A quorum** shall consist of a majority of the voting members.
 - iii. **Agendas** will be set by the Chair with contributions by the RED Board Members.
 - iv. **Meeting Minutes** of the RED Board will be maintained for each RED Board meeting at the direction of the Chair and will be posted to the City and County meetings site.

- v. **Open Meeting Laws:** The RED Board is subject to Wisconsin Open Meetings Laws.
- vi. **Conduct of Meetings:** In general, and in all disputed matters, Roberts Rules of Order shall be observed. In non-binding instances, consensus may be observed.
- vii. **Voting:** Each voting member shall have one vote.
- viii. **Votes:** Votes may be taken by voice or in writing as determined by the Chair.

B. Authority: The Board advises on policies, procedures, and strategic goals for economic development for Richland Center and Richland County and measures the progress of the goals, including goals and objectives for the Economic Development Director.

C. Budget: The Board will create a budget annually to be submitted to the City of Richland Center and Richland County for approval.

- i. The budget shall identify all expenses related to the employment of the EDD and the operation of the office.
- ii. The budget shall be submitted to the County and City consistent with their respective budget deadlines.
- iii. The budget must be approved by both the County Board and the City Council before it is effective. In the event that the budget is not approved by the County Board and/or the City Council for the succeeding year, the previous year's budget shall be used until such time as both governing bodies approve the succeeding year's budget.
- iv. The RED Board shall not authorize any expenditures other than what has been approved in the budget with the exception of Private Contributions (See 4(C) below).

D. Audit: The Board shall provide an audit or accounting of its financial records annually.

E. Community Presence: The Board shall Encourage interaction with and investment in economic development for the City and the County.

F. Reporting: The Board shall report to the City Council and County Board at least annually through the EDD.

G. Town Boards: The Board shall communicate with town boards and village boards for reporting and development of professional relationships.

3. **Economic Development Director (EDD)**

The RED Board will hire and oversee an EDD who will serve the needs to Richland County and Richland Center for economic development. While Richland County will act as the employer of record, it is understood that the EDD is a shared position. The employment aspects of the position will be under the guidelines of Richland County (wages, benefits, days off, health insurance...), while the functioning of the position (priorities, efforts, work habits, expectations...) of EDD will be overseen and directed by the RED Board.

A. EDD evaluation: The RED Board shall complete an annual evaluation of the EDD. The RED Board may recommend to the County Administrator and the County Board discipline or termination of the EDD based on performance. The RED Board may also recommend promotion or pay increases in the budget based on the performance of the EDD.

B. Non-monetary contribution: The City will provide office space and office appurtenances (internet, land line, water, sewer, electric, heat...) for the EDD.

4. Funding: The budgetary funding for the EDD position and staffing will be the responsibility of the City of Richland Center and Richland County Government. Other funds may be raised privately by the RED Board or its designees.

A. Shared contributions: The City and County shall contribute to the approved budget which will pay all expenses related to wages, benefits, and professional expenses of the EDD. The County shall be responsible 60% of the funding and the City shall provide 40% of the funding. On an annual basis the City will pay their portion of the funding to the County.

B. Fiscal agent: The County will function as the fiscal agent for funds contributed by government entities.

C. Private contributions: Private contributions will be accounted for separately from government contributions and will be expended at the discretion of the RED Board.

5. Responsibilities of the City

A. The City's proportional contribution of the approved budget each year for the Shared Contribution.

B. Posting of the EDD services and events on the City website with a separate and designated page for economic development.

C. Provide sufficient office space for the EDD.

D. Provide internet, land line phone services, water, sewer, electric and heating for the EDD office space.

E. Provide the City Mayor as a voting Member to the Board.

F. Provide City Administrator or Clerk as the ex-officio member from the City government as a non-voting Member to the Board.

6. Responsibilities of the County

A. The County's proportional contribution of the approved budget each year for the Government Contribution.

- B. Posting of the EDD services and events on the County website with a separate and designated page for economic development.
- C. To be the fiscal agent of the Shared Contribution received each year.
- D. Provide the County Board Chair as a voting Member to the Board.
- E. Provide the County Administrator or Clerk as the ex-officio member from the County government as a non-voting, Advisory Member to the Board.

7. Indemnification

The County and City shall indemnify, defend and hold harmless each other from all claims arising out of this Structural Document.

8. Term

The term of this Structural Document is for ten (10) years. The term will commence upon execution of this Structural Document. The Parties shall, not less than six (6) months prior to the expiration of this Structural Document, commence a joint review of the Agreement for purposes of renewing the Structural Document or negotiating for a successor agreement. This Structural Document shall automatically renew for a period of 10 years unless otherwise agreed to by the parties.

9. Amendments

Amendments to this Structural Document shall only be made by an affirmative vote of the City Council and the County Board.

10. Termination

This Structural Document may be terminated as follows:

- A. By mutual agreement of all the parties.
- B. If one of the governmental entities fails to make its budgeted and required contribution pursuant to this Structural Document, the other governmental entity may terminate this Structural Document upon such default.
- C. Either governmental entity may withdraw from this Structural Document provided they notify the other entity in writing of that intent by serving upon the other parties a "Notice of Intent to Withdraw." Upon the service of such Notice, the parties agree to meet and confer in a reasonable manner (time, location and number of meetings) within ninety (90) days to discuss the proposed withdrawal and potential amendments to the Structural Document. After ninety (90) days from service on all of the parties of the "Notice of Intent to Withdraw," the party which served that Notice may withdraw from the Structural Document by service upon all of the parties of a written "Notice of Withdrawal."

11. Miscellaneous

- A. No Assignment. No party may assign any of its rights or obligations under this Structural Document without the prior written consent of all parties.
- B. Entire Structural Document. This Structural Document and all other documents and agreements expressly referred to herein contain the entire agreement between the parties with respect to the matters set forth herein.
- C. Waiver. No failure or delay by any party in exercising any right, power or privilege in this Structural Document shall operate as a waiver thereof.
- D. Governing Law. This Structural Document shall be construed in accordance with the internal laws of the State of Wisconsin.
- E. Neutral Construction. This Structural Document is the result of a negotiated agreement by the parties and prior to the execution of this Structural Document each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this Structural Document shall be construed more strictly for or against either party because that party's attorney drafted this Structural Document or any portion thereof or attachment thereto.
- F. Originals and Counterparts. This Structural Document may be executed in any number of counterparts, each of which shall be deemed to be an original.
- G. Incorporation of Attachments. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Structural Document.
- H. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Structural Document.
- I. Severability. In the event that one portion of this Structural Document, or the application of this Structural Document to any extent is deemed invalid or unenforceable by a court of competent jurisdiction, then (unless in the judgment of the party adversely affected thereby such provision was a material part of the consideration for their entering into this Structural Document that without it they would not have entered into the Structural Document) the remainder of this Structural Document or the application of such provision shall be valid and enforceable to the fullest extent permitted by law.