

Date Mailed: _____

Julie Barthels
Winnebago County Clerk
112 Otter Ave, PO Box 2806
Oshkosh, WI 54903-2806
(920) 232-3430

NOTICE OF COMMISSION, BOARD OR COMMITTEE MEETING

NAME OF COMMISSION BOARD OR COMMITTEE: Winnebago County Industrial Development Board

DATE OF MEETING: Wednesday, December 13, 2023

TIME OF MEETING: 1:00PM

PLACE OF MEETING: David Albrecht Administration Building
112 Otter Ave, Room 119
Oshkosh, WI
In Person or via Zoom*

* All interested persons wishing to be heard may appear in person or via Zoom using the meeting information below. A direct link to the Zoom Meeting is available on the Winnebago County Meetings and Agenda calendar on the above indicated date.

Join Zoom Meeting: <https://us02web.zoom.us/j/84446026256?pwd=ditUeGZjOFo2Ri85cTRQK1jRlFhUT09>

Dial by your location: +1 312 626 6799 US (Chicago)

- **Meeting ID:** 844 4602 6256
- **Passcode:** 138927

SUBJECT MATTER OF MEETING

1. Approval of minutes from November 8, 2023, IDB meeting.
2. Public comments on agenda items.
3. Board review and action on proposed Winnebago County IDB Revolving Loan Fund Manual (Schedule A)
4. Board review and action to enter into a 3-year contract with Greater Oshkosh Economic Development Corporation to administer the Winnebago County IDB Revolving Loan Fund Program.
5. Discussion and potential action on the Town of Omro 2023 Per Capita Economic Development Funding for \$2,120.00.
6. Update on Per Capita Economic Development Funding Program.
7. Next meeting and adjournment.

This meeting is also being posted as a committee meeting for Highway Dept.

The Committee reserves the right to take up any item on the agenda at any time after the meeting commences.

***Upon request, provisions will be made for people with disabilities upon 24 hours prior notice to the Office of the County Clerk.
Phone Number: (920) 232-3430.***

Winnebago County Industrial Development Board

November 8, 2023 Meeting Minutes

Room 119, David Albrecht Administrative Building, 112 Otter Avenue, Oshkosh, WI

Board Members Present: Rob Keller, Tom Egan, Amber Hoppa, Morris Cox, Mary Anne Mueller, Elizabeth Hartman (via Zoom), George Dearborn, Jon Doemel, Bryan Stafford

Board Members Excused: Nate Gustafson, Andy Buck

Others Present: Jerry Bougie, Casey Bryant, Tricia Rathermel, Brian Noe, Art Rathjen (via Zoom), Ellen Skerke (via Zoom), Adam Dorn, Julie Rosenau

Meeting called to order at 1:00 pm by Board Chair Rob Keller.

Board Chair Keller requested an amendment to the agenda to allow for Public Comment to be added to the agenda. Morris Cox moved to add Public Comment to the front of the agenda with a 2-minute limit on any comments. Mary Anne Mueller seconded the motion. Motion passed 6-0. Rob Keller further requested to move original agenda item #4 to after item #6. Mary Anne Mueller made a motion to move original agenda item #4 to after #6. Tom Egan seconded the motion. Motion passed 6-0.

(Board member George Dearborn arrived to the meeting).

1. Public Comment: Board Chair Keller opened the meeting for public comments. Brian Noe, Chairman of the Town of Omro, provided comments relative to the per capita funding policies and questioning the requirement to have paid staff in order to be eligible for funding under this program and indicated that he has had conversations with the County Executive regarding this requirement. Tom Egan commented that the IDB should address the Town of Omro's funding allocation once and for all at the next meeting.
2. *(Renumbered from 1 to 2)* Approval of Minutes: Morris Cox made a motion to approve the minutes from the June 22, 2023 meeting. Motion seconded by Mary Anne Mueller. Motion passed 7-0.
3. *(Renumbered from 2 to 3)* Board Action to elect officers: Board Chair, Vice Chair, Secretary/Treasurer.
Jerry Bougie indicated that according to the IDB's bylaws, Board officers require reappointment annually.

Nominations were opened for election of Board Chair. Tom Egan made a motion to nominate Rob Keller as Board Chair. Morris Cox seconded the motion. Additional

nominations were requested. None were received. Motion to elect Rob Keller as Board Chair passed 6-0-1, with Rob Keller abstaining.

Rob Keller requested nominations for Board Vice-Chair. Tom Egan made a motion to elect George Dearborn as Board Vice-Chair. Mary Anne Mueller seconded the motion. Additional nominations were requested. None were received. Motion to elect George Dearborn as Board Vice-Chair passed 6-0-1, with George Dearborn abstaining.

Rob Keller requested nominations for Board Secretary/Treasurer. Mary Anne Mueller made a motion to nominate Amber Hoppa as Board Secretary/Treasurer. Morris Cox seconded the motion. Additional nominations were requested. None were received. Motion to elect Amber Hoppa as Board Secretary/Treasurer passed 6-0-1, with Amber Hoppa abstaining.

4. (Renumbered from 3 to 4) Board discussion and action on pledging a funding match not to exceed \$25,000 from the IDB's reserve fund for US Internet's Wisconsin Public Service Commission Grant Application.

Jerry Bougie reported that Dan Kesselmayer from US Internet is requesting a \$25,000 matching support for their most recent application to the Wisconsin Public Service Commission (WPSC). Jerry indicated the IDB has provided two prior \$25,000 matches for US Internet's previous successful grant applications to the WPSC.

Dan Kesselmayer provided the Board with an overview on their current grant application which is to serve over 900 rural area homes and businesses in the northwest part of Winnebago County with fiber to the home internet service. Dan reported that US Internet will invest \$3.7 million for this latest project coupled with the \$4.4 million grant request from the WPSC for the cost to install fiber optic cable in this area. Dan indicated that the \$25,000 matches by the IDB help bolster the application with the WPSC by improving the grant application scoring.

(Board members Bryan Stafford and Jon Doemel arrived to the meeting).

Discussion pursued on US Internet's request. A motion was made by Tom Egan to approve the \$25,000 matching grant for US Internet contingent upon US Internet being awarded the grant by the WPSC. Motion seconded by Morris Cox. Motion passed 9-0.

5. Board review and approval of 2023 & 2024 COVID 19 Rapid Recovery Loan Program contracts with Greater Oshkosh Economic Development Corporation (GO-EDC).

Jerry Bougie reported that the contracts with GO-EDC are for the administration of the Covid Loan Program which began in March of 2020 with the purpose of providing low interest loans to small businesses to help keep them afloat with the onset of the

pandemic. Jerry indicated the program was closed down by the IDB in March of 2022 after issuing 37 loans totaling \$343,000 over the course of two years and the final loan paybacks will occur in 2024. Therefore, contract approval with GO-EDC for 2023 and 2024 is necessary to complete the administrative activities of the loan program. Tricia Rathermel from GO-EDC provided a summary of the loan program activities. Discussion pursued. George Dearborn made a motion to approve the contract renewals with GO-EDC for 2023 and 2024. Motion was seconded by Jon Doemel. Motion passed 9-0.

6. Review and discussion of the 2024 IDB budget.

Jerry Bougie provided the Board with an overview on the 2024 budget for the IDB. He said it includes an allocation of \$170,000 from the County Board during 2024 budget deliberations which is a small decrease of \$2,542.00 from the '23 budget. Other changes include a small increase in interest revenue on the Board's reserves, a small increase in travel and small decrease in property and liability insurance. Jerry indicated that any surplus on an annual basis goes into the IDB's reserves. Discussion pursued. Morris Cox suggested the Board receive a reporting on the reserve funds at a future meeting(s), which Jerry Bougie will follow-up on with the County Finance Department.

7. *(Renumbered from 4 to 7).* Board discussion on Winnebago County IDB Per Capita Economic Development Grant program and policies.

Jerry Bougie provided the Board with an overview of the program and some of the issues surrounding it and summarized a report detailing the where and how the IDB grant allocations have been made over the past 5 years. He indicated the current program policies have been in place since 2012. The Board discussed whether the current policies are working for the program or if any changes need to be made to it. Board members had a lot of discussion regarding the program with discussion centered around how and where the funding should be allocated, such as additional funding to rural areas, targeting economic development projects, the criteria used to determine eligible projects and programs, setting up a special project fund and so on. Jon Doemel suggested the IDB bring in local communities and other interested parties for a workshop meeting to gain their input on the program. Discussion pursued. The general consensus of the Board was to have additional meeting(s)/discussion and to gain the input from local communities on the program in early 2024.

8. *(Renumbered from 7 to 8).* Next meeting and adjournment.

Jerry Bougie indicated he will be inventorying the Board for the next meeting in December. A motion was made by Jon Doemel to adjourn the meeting. Motion seconded by Morris Cox. Motion passed 9-0. Meeting adjourned at 2:39 pm.

Submitted by,

Jerry Bougie, Recording Secretary

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: December 4, 2023

FROM: Jerry Bougie, Planning Director, IDB Coordinator

RE: Agenda Item #3: Board review and action on proposed Winnebago County IDB Revolving Loan Fund Manual.

Agenda Item #4: Board review and action on 3-year contract with Greater Oshkosh Economic Development Corporation to administer the Winnebago County IDB Revolving Loan Fund Program.

General Description:

The Winnebago County Industrial Development Board's (IDB) current Revolving Loan Fund program is out of date and is proposed to be revised and repurposed to a new Revolving loan program that will better assist businesses in Winnebago County.

Action Requested:

Agenda Item #3: Motion to approve the Winnebago County IDB Revolving Loan Fund Manual.

Agenda item #4: Motion to approve 3-year contract with GO-EDC to administer the Winnebago County IDB Revolving Loan Fund Program.

Procedural Steps:

(Show each level of committee and board approval needed, with meeting dates.)

Committee Jurisdiction: <u>Winnebago County IDB</u>	Meeting date: <u>12/13/2023</u>
Action taken: _____	Vote: _____
County Board: <u>N/A</u>	Meeting date: <u>N/A</u>

Background:

This is a follow-up discussion from previous IDB meetings. The IDB's current Revolving Loan Fund has been in existence since 1980 pursuant to an initial \$1 million allocation by the County Board in the 1980 County budget. The loan program policies as established by the IDB in 1980 were set up to loan funds directly to municipalities within the County for development projects. These loans were not designed to go directly to individual businesses. Between 1980 and 2015 the IDB loaned out over \$11 million to municipalities in the county via 36 separate loans for industrial development related projects. However, since 2015, municipalities no longer were interested in borrowing funds from the loan program.

Policy Discussion:

Lack of interest in borrowing from the loan fund by municipalities has been primarily due to local municipalities recognizing that borrowing funds directly from the IDB loan fund and the requirement they secure the loans with the municipality's taxing authority has negatively impacted their debt service and borrowing capabilities. Furthermore, the loan program criteria were somewhat restrictive relative to the types of development projects that were eligible under the program. Therefore, the IDB began discussions several years ago to look at ways to change the loan program to better assist businesses in the County. The proposal by Greater Oshkosh Economic Development Corporation (GO-EDC) is to provide the IDB with an improved loan program by establishing more flexible loan criteria and to allow loans directly to businesses throughout the County (both rural and urban) for the purposes of gap financing. The proposed new program would potentially enlist GOEDC as the contracted agency to manage the loan program for the IDB, as they have the administrative infrastructure and expertise to carry out these functions for the IDB and a proposed 3-year contract is attached. The 3-year contract with the proposed RLF loan manual is attached for review, and the 3-year contract is necessary for proper and seamless administration of the program from year to year.

FISCAL IMPACT: There would be no fiscal impact on the County as the IDB's existing loan fund is sufficiently funded to implement the proposed repurposed loan program. In addition, fees for the contracted agency (GO-EDC) will be paid by loan applicants and via a portion of the interest generated off the loans that are awarded.

Attachments:

Attachments: WINNEBAGO COUNTY IDB REVOLVING LOAN FUND MANUAL (SCHEDULE A) and PURCHASE OF SERVICES CONTRACT

SCHEDULE A

GREATER OSHKOSH Winnebago County REVOLVING LOAN FUND

PROGRAM MANUAL

Created 11/08/2023



100 N. Main St. Suite 104, Oshkosh, WI 54901

Telephone: (920) 230-3321

www.GreaterOshkosh.com

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FOREWORD

In 2022, Greater Oshkosh EDC recognized the need for a targeted initiative designed to accelerate quality job creation and growth of the tax base in a highly competitive economic environment. A partnership between Greater Oshkosh Economic Development Corporation (GOEDC) and the Winnebago County IDB created the Greater Oshkosh Winnebago County Revolving Loan Fund Program to address competitive opportunities and concerns widely expressed within the local business community and citizens of Winnebago County.

The Winnebago County Revolving Loan Fund (WCRLF) was established to be a flexible gap financing tool for businesses engaged in high-income and job growth through projects involving expansion and/or relocation in Winnebago County. Impact, for the purpose of this program, is defined as any growth activity that supports significant return to the taxpayers of Winnebago County.

This manual contains the WCRLF policies and procedures that have been adopted locally to govern the use of these revolving loan funds.

For further assistance and guidance, please feel free to contact:

Greater Oshkosh Economic Development Corporation (GOEDC)

100 N Main Street Suite 104, Oshkosh, WI 54904

Telephone: (920) 230-3321

www.GreaterOshkosh.com

SECTION 1: GENERAL PROVISIONS

1.1 PURPOSE

The purpose of the policies and procedures contained within this manual is to present the criteria which govern the economic development activities assisted with funds made available through the Winnebago County Revolving Loan Fund (WCRLF) program.

1.2 OBJECTIVES

Economic development activities funded through the WCRLF program are intended to meet the following objectives in Winnebago County:

1. To leverage the growth of existing businesses that supports a significant return to the taxpayers of Winnebago County
2. To encourage the creation and retention of quality jobs
3. To assist in the relocation or attraction of new businesses and capital to increase the tax base
4. To target opportunities that are in alignment with the Greater Oshkosh Economic Development Corporation (GOEDC) strategic plan

Identified target markets for WCRLF projects include:

1. Workforce attraction: businesses that support the quality of place and business mix to attract and retain workforce.
2. Supply Chain: businesses supporting supply chain or reshoring efforts within Winnebago County.
3. Growth businesses: firms with earnings that increase at rates faster than the overall economy
4. Businesses positioned for success through innovation, high quality, technology, and high performance

1.3 AMENDMENTS

The Revolving Loan Fund Committee may from time to time amend the provisions imposed by the policies and procedures contained within this WCRLF manual and with consent of the Winnebago County IDB.

SECTION 2: ADMINISTRATION

2.1 LOAN REVIEW COMMITTEE

1. Winnebago County IDB has designated the Revolving Loan Fund Committee of the Greater Oshkosh Economic Development Corporation (GOEDC) and its staff as responsible for the administration, monitoring, and promotion of the WCRLF program. GOEDC shall also be responsible for identifying potential businesses who may take advantage of the WCRLF program, pricing and appraising development opportunities, the review of WCRLF requests and their related consultative and technical services.
2. The Revolving Loan Fund Committee shall be responsible for funding decisions relative to Winnebago County RLF loans.
3. The Revolving Loan Fund Committee shall have the authority to make policy recommendations for the administration of the WCRLF program. Quarterly activity reports shall be provided to the Winnebago County Industrial Development Board that contain information referenced in section 2.3.
4. The Chief Executive Officer of GOEDC or designee (hereinafter called "staff") shall be responsible for the day-to-day administration of the Winnebago County RLF program. GOEDC is responsible for explaining the Winnebago County RLF program to prospective applicants, providing written information, assisting applicants in completing applications, processing requests for financing, and, where necessary and appropriate, counseling, and guiding loan applicants to other more appropriate technical and financial resources when the loan applicant has needs that cannot be met through the Winnebago County RLF program.
5. GOEDC shall periodically, but no less than annually, review financial statements and loan amortization schedules for Winnebago County RLF loan recipients. GOEDC is responsible for the maintenance of all records for the Winnebago County RLF.
6. GOEDC shall prepare all loan agreements, review all promissory notes and mortgage or lien instruments, and record Winnebago County RLF security instruments. Staff, with guidance from the Revolving Loan Fund Committee and legal counsel shall negotiate, prepare and execute on matters of default.

2.2 MEETINGS

Loan review meetings shall be held by the Revolving Loan Fund Committee monthly or on an as-needed basis. A majority of the Revolving Loan Fund Committee in attendance at a meeting constituting a quorum shall be required for official committee action.

2.3 RECORDS

Records of all program meetings, loan applications, and related documents, shall be maintained in appropriate files. All files will be maintained electronically except for original collateral documents which will be maintained in a secure place with limited access by authorized personnel.

2.4 LOAN FEES

1. Pre-Closing Fees include but are not limited to: These funds are used to pay for administrative costs associated with the Winnebago County RLF program.
 - a) Loan Origination Fee: GOEDC shall require a loan origination fee of 1 percent of the WCRLF loan amount to be paid at the time of the loan closing.
 - b) Loan Closing Fee: GOEDC shall require a loan closing fee of \$250 to be paid at the time of closing.
 - c) Legal Fees: Payment of all legal fees and costs incurred by GOEDC for the WCRLF loan closing must be paid on or before the closing in a manner agreeable to both parties.
2. Post-Closing Fees: On an annual basis, 50 percent of the interest earned on the outstanding WCRLF loans repayments may be used for Greater Oshkosh EDC RLF administrative costs. No principal repayments shall be used for administrative costs. The interest payments accrue from all outstanding WCRLF loans. GOEDC's administrative costs may include personnel costs, and other direct expenses related to administering the WCRLF. GOEDC shall document the annual administrative costs and shall provide the documentation to the RLF Committee for approval prior to transferring the annual administrative costs from GOEDC's WCRLF Fund to another GOEDC Fund.

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SECTION 3: ELIGIBILITY CONSIDERATIONS

3.1 ELIGIBLE AREA

The area served by the Greater Oshkosh Winnebago County RLF program shall be within the corporate limits of Winnebago County.

3.2 ELIGIBLE APPLICANTS

1. Any viable private enterprise with at least two years of financial history seeking to grow operations in Winnebago County. Exceptions to the requirement of two years of financial history may be made for those situations in which a compelling case can be made for such exceptions.
2. No member of the GOEDC Board of Directors; the Revolving Loan Fund Committee; employee of GOEDC; or any other official, employee, or agent of Winnebago County who exercises decision-making functions or responsibilities in connection with the implementation of the Greater Oshkosh Winnebago County RLF program is eligible for financial assistance under this program. In addition, no Winnebago County RLF loans shall be made which are in conflict with Section 946.13 of the Wisconsin Statutes (Private Interest in Public Contract Prohibited).
3. Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin.

3.3 INELIGIBLE APPLICANTS

Winnebago County RLF loans shall not be available for the following businesses:

1. Failing companies (bankruptcy reorganization, stage of foreclosure)
2. Start-up companies (less than two years of financial history) **Exceptions to the requirement of two years of financial history may be made for those situations in which a compelling case can be made for such exceptions.*
3. Any entity not serving the interests of Winnebago County

3.4 ELIGIBLE ACTIVITIES

Greater Oshkosh Winnebago County RLF loans shall be provided to eligible applicants for the following activities:

1. The acquisition of land, buildings, and/or fixed equipment
2. Inventory essential to the business operations

3. Site preparation, the construction and/or reconstruction of buildings, the rehabilitation of buildings including leasehold improvements, and/or the installation of fixed equipment
4. Clearance, demolition, or the removal of structures
5. Working capital
6. Research and development
7. Intellectual property
8. Employee training
9. Marketing of new products or its emergence into a new niche
10. Employee recruitment, retention and/or transfer
11. Interest rate buy-down with private sector lender

3.5 INELIGIBLE ACTIVITIES

Due to the intentional enhanced flexibility of this program, the GOEDC RLF Committee reserves greater flexibility to determine eligible uses; hence, specific exclusions are limited to:

1. Refinancing or consolidating existing debt with another lender.
2. Reimbursement for expenditures made prior to loan approval.
3. Residential building construction and/or reconstruction (unless such reconstruction is intended to convert the building to a business use).
4. Other activities that the RLF Committee may identify as inappropriate for the Greater Oshkosh Winnebago County RLF program.
5. Funding of political activities.
6. Payment of any judgement or debt owed to the United States.

3.6 MINIMUM REQUIREMENTS

To be eligible for funding, a proposed project shall meet all the following minimum requirements:

1. Private Funds Leveraged. One dollar of private sector investment shall be provided for each dollar of RLF investment. Private investment is defined as new equity injected and/or financing from private lending institutions or public sector loan programs other than the Greater Oshkosh WCRLF. The applicant contribution to the project will be determined by the private lending institution.

On a selective basis the Winnebago County RLF may participate at levels higher than one dollar for each dollar of private sector investment subject to demonstration of substantial project. In such cases, approval for the loan will be required by the GOEDC Board of Directors.

2. Cost Per Job. A minimum of one full-time position as defined as 2,080 hours/year shall be created or retained for each \$25,000 of WCRLF funds requested. On select cases, projects outside of the established cost per job parameter may be awarded with approval of the RLF Committee and justification of the exception provided in the quarterly report provided to the County.
3. Financial Feasibility and Business Viability. The applicant shall demonstrate that the proposed project is viable, and that the business has the economic ability to repay the funds.
4. Compliance with Applicable Laws. Applicants shall comply with all applicable local, State and Federal laws and codes.
5. Project Completion. Each loan project completion timeline will be customized to the needs of the project and the discretion of the Revolving Loan Fund Committee.

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SECTION 4: TERMS AND CONDITIONS

4.1 TERMS AND CONDITIONS

Loan terms and conditions shall be structured on the basis of need and ability to repay and will be outlined in a commitment letter to the applicant. Minimum standards include the following:

1. Loan Amount. The amount of funds available for any single business enterprise shall range from a minimum of \$25,000 to a maximum of \$250,000. A project may not receive funding from multiple GOEDC programs to exceed the maximum loan amount.
2. Interest Rate. The interest rate on each loan shall be determined on a case-by-case basis by the Revolving Loan Fund Committee, balancing risk and return for the fund, as well as applicable margins to cover associated costs. The interest rate may or may not be fixed for the life of the loan.
3. Loan Term. The specific term of the loan will be determined on a case-by-case basis, designed around generating maximum success and outcomes. The RLF Committee will use current WCRLF and industry standards as foundational guidelines.
4. Repayment. Deferral of principal payments may be provided but will be determined on a case-by-case basis designed around generating maximum project success and outcomes. Payments will be made via direct automatic electronic withdrawal.
5. Prepayment. There are no prepayment penalties.
6. Collateral. Collateral requirements shall be determined on an individual basis by the Revolving Loan Fund Committee and may include: mortgages on land and buildings, liens on machinery and equipment, liens on accounts receivable and inventory, and/or liens on the corporate assets of affiliated businesses, where appropriate. This collateral may be subordinated to private sector financial institutions participating in the WCRLF project, if required. Unlimited personal guarantees from the principals of the business who have 20 percent ownership or more shall be required, along with junior mortgages on personal residences. In addition, limited personal guarantees may be required for the owners of the business who have less than 20 percent ownership. If personal guarantees are not feasible or acceptable, a higher interest rate may be charged.
7. Insurance Requirements. Businesses receiving loans for fixed assets shall be required to obtain property-casualty insurance for the appraised market value of the property being financed, and businesses receiving construction loans shall be required to have builder's risk insurance for the amount of the debt financing attendant to the project. GOEDC and the County shall be listed as an additional insured on all such insurance policies.
8. Equity Requirements. The Greater Oshkosh Winnebago County RLF program may require an equity injection from the applicant for each Greater Oshkosh Winnebago County RLF loan, when appropriate. Consideration will be given for individuals that have made substantial equity commitments to the applicant business, as well as to the individuals who do not have sufficient financial resources to contribute to the Winnebago County RLF project.

9. Structure. The RLF Committee may offer multiple approaches with minimum standards, as noted in section 4.1, including the possibility of participation agreements with approved partners.

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SECTION 5: APPLICATION PROCEDURES

5.1 INITIAL CONTACT

Prior to submitting an application, all Greater Oshkosh Winnebago County RLF applicants must discuss the program with staff, who will provide assistance, as is necessary, in completing the Greater Oshkosh WCRLF application. All financial information shall be kept in a secure place with limited access by authorized personnel.

5.2 TIMING

Applications may be submitted at any time during the calendar year.

5.3 PRIORITY

Applications shall be reviewed in the order received and based on readiness for the proposed project to proceed. In those instances where the number of requests for Greater Oshkosh Winnebago County RLF funds exceeds available funding, Greater Oshkosh WCRLF applications shall be prioritized based upon:

1. Overall impact of project
2. Date of receipt of all requested application materials
3. Leveraging growth of existing businesses in Winnebago County
4. Relocation or attraction projects

5.4 LOAN APPLICATION

Applicants shall submit an application using forms available from GOEDC that includes the following:

1. Winnebago County RLF Application
2. Business Plan
3. Financial Statements

Applicants must complete the application checklist to ensure all supporting documentation is included before submitting an application to GOEDC.

5.5 REVIEW PROCESS

Specific steps in the review process include the following:

1. Preliminary Review. GOEDC shall review the application for completeness and verify that the proposed project meets the minimum requirements provided in Section 3.6. If the application is not complete, staff will inform the applicant of the deficiencies.
2. Formal Review. The Revolving Loan Fund Committee shall meet to review an application within 30 days of the receipt of a completed application.

3. Negotiation of Terms. Upon acceptance by the Revolving Loan Fund Committee, staff shall contact the business to review and explain the terms of the loan.
4. Notice of Award. If the application is approved, a closing shall be scheduled to execute the necessary loan documents. All loan closings shall occur within 90 days of acceptance. The award of a Revolving Loan Fund loan does not warrant and/or guarantee approval of the project by the county or municipal for zoning, building permits or other items determined by a Planning Commission. The approval is only for the Winnebago County Revolving Loan Fund program.
5. Rejection of Award. If the application is not approved, staff shall notify the applicant in writing of the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the loan request or to identify alternative funding sources.

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SECTION 6: DISTRIBUTION OF FUNDS

6.1 LOAN PROCEDURES

Prior to releasing funds, the following documentation shall be in place or provided at the appropriate time during the term of the loan.

1. Loan Approval. The Revolving Loan Fund Committee shall review and approve a complete application for each eligible applicant.
2. Loan Agreement. GOEDC or the designee shall prepare a loan agreement which shall be executed by Staff and/or the Chairman of the Revolving Loan Fund Committee, as well as the authorized representatives of the business.
3. Promissory Note. A promissory note shall be prepared by GOEDC or designee and signed by the authorized representatives of the business at the time of loan closing. The note shall be dated, reference the agreement between GOEDC and the business, and specify the amount and terms of the loan funds to be delivered.
4. Security. Mortgage and/or lien instruments and personal guarantees provided as security for all loans shall be prepared by GOEDC or designee and executed at the time of the loan closing. GOEDC or designee shall record all security instruments and place copies in the project file, as applicable, to include:
 - a) Mortgage and/or security agreement
 - b) UCC searches and filing
 - c) Guarantee agreement
 - d) Title insurance or letter report
 - e) Construction disbursements
 - f) Assignment of life insurance
 - g) Property-casualty insurance binder
 - h) Personal guarantee
 - i) Other documentation as may be appropriate
5. Evidence of Permits. Documentation must be provided by the applicant that all necessary permits, licenses, and any other registrations required have been obtained by the applicant prior to the release of program funds.
6. Amortization Schedule. An amortization schedule shall be prepared by staff and forwarded to the loan recipient prior to closing and attached to both parties' copies of the loan agreement.
7. Evidence of Program Expenditures. Documentation shall be provided by the applicant to evidence Greater Oshkosh Winnebago County RLF program expenditures prior to the release of funds. Documentation may include invoices or receipts for materials and supplies, purchase orders, final bills of sale, letters from lenders, and/or canceled checks. All required documentation shall be determined by staff and the applicant at the time of the loan

application in order to address the specific project needs. All documentation shall be reviewed and approved by staff. Staff shall also verify the installation of all fixed equipment.

8. Other Documentation. Documentation shall be provided by the applicant to evidence that all required permits, licenses, and registrations have been obtained prior to the release of WCRLF funds. As appropriate or necessary, the borrower may also be asked to provide the following documentation:
- a) Certificate of Status from the Department of Financial Institutions
 - b) Articles of incorporation and by-laws
 - c) A resolution or agreement to borrow funds
 - d) Current financial statements
 - e) Evidence of having secured other funds necessary for the project
 - f) An environment analysis for real estate loans, if justified

With the above documentation in place, the staff will schedule a loan closing. All documents will be executed before funds are disbursed, and mortgages and UCC Statements shall be recorded with the Winnebago County Register of Deeds, and the Department of Financial Institutions.

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SECTION 7: POST APPROVAL REQUIREMENTS

7.1 OBLIGATION OF LOAN RECIPIENT

In addition to the terms and conditions of the loan, all borrowers must agree to comply with the following:

1. Not to discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation, or national origin in any employment or construction activity related to the use of WCRLF monies.
2. To use Greater Oshkosh WCRLF monies only to pay the cost of services and materials necessary to complete the Greater Oshkosh WCRLF project or activity for which the funds were awarded.
3. To permit inspections by persons authorized by GOEDC of all projects and properties assisted with loan funds. Related project materials shall also be open to inspections which include, but may not be limited to: contracts, materials, equipment, payrolls, and conditions of employment. Requests for inspection shall be complied with by the borrower. Such inspections will occur at least annually.
4. To maintain records on the project that are necessary for GOEDC to determine if the performance of the business complies with the terms of the loan agreement. Files shall be maintained as long as the loan is active or for at least three years after completion of the work for which the loan has been obtained, whichever is longer.
5. To submit the following documentation during the outstanding term of the Greater Oshkosh WCRLF loan:
 - a. Quarterly financial statements that are certified by the borrower
 - b. Annual financial statements of at least compilation quality by a certified public accountant
 - c. Signed copies of corporate Federal income tax returns
 - d. Evidence of loan use and job requirements
6. To maintain property-casualty insurance for the property financed with Greater Oshkosh WCRLF monies for the term of the Greater Oshkosh WCRLF loan. The County and GOEDC shall be listed as an additional insured on the policy. In addition, key-person life insurance coverage naming the County and GOEDC as a beneficiary, with a declining balance equal to the outstanding loan balance may be used where appropriate
7. To abide by all Federal laws, when applicable. These include, but may not be limited to: the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act; and, all regulations pursuant to these Acts.

SECTION 8: PERFORMANCE MONITORING

8.1 PRIVATE LEVERAGE COMMITMENTS

Staff shall monitor the use of the funds and expenditure of private leverage commitments. Documentation shall include invoices or receipts for materials and supplies, letters from lenders, final bills of sale, and/or cancelled checks.

8.2 JOB CREATION AND RETENTION

Staff shall monitor the borrower's progress in meeting agreed upon job creation or retention goals. Job creation shall be documented using before- and after-project payroll records provided by the borrower.

8.3 DEFAULT

In the event the business is in default on any of the terms and conditions of the loan agreement, all sums due and owing, including penalties and clawbacks shall, at GOEDC's option, become immediately due and payable. Interest penalties and clawbacks are determined according to the "Impact" justifications made as part of the application and incorporated into the loan agreements. To exercise this option, staff shall provide a written notice to the business. The notice will specify the following:

1. The default
2. The action required to cure the default
3. A date, not less than 30 days from the date of the notice, by which the default shall be cured to avoid foreclosure or other collective action
4. Any penalties incurred as a result of the default

SECTION 9: USE OF LOAN REPAYMENTS AND REPORTING

9.1 GREATER OSHKOSH WINNEBAGO COUNTY RLF PROGRAM

Repaid Winnebago County RLF monies shall be deposited in the Greater Oshkosh Winnebago County RLF account and used in a manner consistent with the Greater Oshkosh WCRLF manual. A separate record for each loan shall be kept to account for all funds loaned. Repaid monies will be reissued as loans in alignment with the stipulations of this manual.

GO-EDC shall contract with a licensed certified public accountant (CPA) to conduct an annual financial audit of GO-EDC. GO-EDC will contract with a CPA to include the procedures listed below. A copy of the financial audit will be submitted by GO-EDC to Winnebago County IDB annually by March 1st of each year.

Audit Procedures:

- 1) GO-EDC would provide year-end financial statements for the Winnebago County RFL money.
- 2) An independent accountant would verify the year end bank account balance(s) and provide copies of the year end reconciliations.
- 3) An independent accountant would confirm outstanding loan balances directly with the borrowers and provide copies of the confirmations.
- 4) An independent accountant would confirm outstanding amounts payable to Winnebago County for agreement with County records.
- 5) A standard agreed upon procedures report would be prepared by the independent accountant indicating the findings of the procedures performed.
- 6) Test individual WCRLF account files for evidence of compliance with loan terms and conditions.
 - a. The number of files to be tested annually will be mutually agreed upon by GO-EDC and the County.

The Winnebago County Revolving Loan Fund program was established and funded with prior Winnebago County IDB RLF funds. To ensure accountability and transparency of these funds it is important to establish procedures in which program income (interest repayments) are secured and accounted for by GO EDC as well as the County.

GO EDC shall establish a mechanism to document each repayment received from a grantee. Each repayment shall be recorded to separate the amount of principal and interest being repaid. All loan repayments shall be maintained in a separate bank account and not comingled with other cash funds at GO EDC. All revolving funds must be held in an interest bearing account, and value of interest paid on RLF balances will be recognized as accounts payable/ receivable by both parties not less than annually. GO EDC will be allowed to maintain a maximum balance of \$50,000 of revolving loan funds onsite to be utilized for loans requiring expedited disbursement.

Quarterly GO EDC shall submit a report which reconciles total amount of revolving loan funds issued from the County to GO-EDC. This reconciliation shall include the total of outstanding loan balance(s), the 50 percent of the WCRLF loan/origination fees (retained by GO EDC for administrative costs), and principal interest income currently being held by GO-EDC. After this reconciliation is complete GO EDC will remit bi-annually to Winnebago County IDB all revolving loan funds which are above their minimum balance.

All revolving loan funds shall be monitored on a regular basis to ensure that the money is actively being used for eligible activities.

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SECTION 10: LOAN SERVICING

10.1 MONITORING

GOEDC staff shall monitor each loan to ensure compliance with the loan terms and conditions and to monitor the financial health of the business to ensure continued repayment of the loan. The monitoring will also ensure that all recordkeeping requirements are met, particularly with regard to the expenditure of matching funds.

10.2 RECORDKEEPING

A loan servicing file shall be established and maintained for each loan recipient that includes:

Loan Application File. The loan application file shall include:

- a. A copy of the Winnebago County RLF application
- b. Business plan documents
- c. Business plan financial statements, personal financial statements
- d. Other supporting loan information submitted to GOEDC, including all applicable correspondence
- e. A copy of the loan application summary with recommended actions regarding the application.

These documents are secured in a locked and fireproof filing cabinet.

Loan Closing File. The loan closing file shall include:

- a. All loan closing documents, including the note and other security instruments
- b. Certificates of insurance for builder's risk, property-casualty, and life insurance, as applicable
- c. Documentation for job creation and retention

This file shall be placed in a locked, fireproof filing cabinet. Staff shall be involved in helping create and complete this file to ensure complete loan documentation. Copies of the loan closing documents, and an amortization schedule shall be provided to the loan recipient, along with a receipt for loan closing fee and origination fees.

1. Financial Management File. Greater Oshkosh Winnebago County RLF financial management records shall be maintained that include the following registers:

- a. Greater Oshkosh Winnebago County RLF Register: A record of all deposits and disbursements to and from the WCRLF, including funds used for WCRLF administration.
- b. Greater Oshkosh Winnebago County RLF Loan Repayment Register: A record of all repayments made by each business that has received a loan from the Winnebago County RLF, as well as the balance of repayments from all Greater Oshkosh WCRLF loans. This report will be reviewed at least quarterly by the RLF Committee.

- c. Collection Register: A register for each loan that contains the business name, loan date, loan amount, terms, and date repayment begins.
2. Tickler and Digital File Records System. A tickler file or digital system shall be established and maintained to ensure that loan repayments, financial information, the loan agreement, UCC updates, and other documentation requirements are tracked and obtained as required. The system will include the following monthly-coded index files:
 - a. Expiration dates for property -casualty and/or life insurance policies
 - b. Due dates for all financial statements
 - c. Expiration dates for UCC Financing Statements, the reminder to update being at least 45 days prior to the expiration of the UCC filing on hand
 - d. Scheduled dates of annual loan performance and covenant reviews
 - e. Dates for site visits
 - f. Due dates for property tax payments
 - g. Review dates for job monitoring, and
 - h. Dates on which loan recipients will be notified of scheduled changes in the loan amortization scheduled per loan agreements
3. Financial Statement File. The financial statement file shall include the business' annual financial statements as required by the loan covenants with a statement indicating that staff reviewed the data.
4. Field Visit File. Staff shall make periodic site visits to verify information in the progress report and financial statements. A summary of each site visit will be placed in the permanent file, including any information that can assist in rating the overall condition/risk of the loan.
5. Repayment Monitoring File. The repayment monitoring file shall include the loan amortization schedule and status of payments on the Greater Oshkosh Winnebago County RLF loan. Observations regarding concerns or problems shall be reported to Winnebago County and notations placed in the tickler file to remind staff of the need to provide continued monitoring.
6. Loan Review File. All loans shall be reviewed on an annual basis, and at such other times as may be deemed necessary by GOEDC and the County. The review will follow receipt of the fiscal year-end financial statements, the year-end progress reports, and site visits. A report on the loan review will be placed in the file and address the following: timeliness of monthly payments; condition of collateral securing the loan and status of security documents; overall financial condition of the business; the presence of material liens or lawsuits; and violations of loan covenants and suggested corrective actions.

If the business is experiencing problems, staff shall work with the loan recipient to identify actions that are needed to correct the identified deficiencies, including possible restructuring of the loan to improve cash flow within the business. If appropriate, staff shall arrange for business assistance, including services available through the University of Wisconsin-Extension, Small Business Development Center (SBDC), the Service Corp of Retired Executives (SCORE), and/or other entities having an interest in serving the needs of businesses.

Attachment A Required Certification Statement

The undersigned hereby:

1. Certifies that to the best of the applicant's knowledge and belief, the information being submitted to GOEDC as part of the Greater Oshkosh Winnebago County RLF Program Application is true and correct.
2. Certifies that the applicant is in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to it.
3. Certifies that the applicant is not in default under the terms and conditions of any grant or loan agreements, leases, or financing agreements with its other creditors.
4. Certifies that GOEDC is authorized to obtain a credit check and Dun and Bradstreet verification on the applicant, the business and/or the individual(s).
5. Certifies that the applicant has disclosed and will continue to disclose any occurrence or event that could have an adverse material on the project. Adverse materials includes but is not limited to lawsuits, criminal or civil actions, bankruptcy, proceedings, regulatory intervention or inadequate capital to complete the project.
6. Applicant requests that GOEDC treat the following items, if provided, as TRADE SECRET:

	<u>Yes</u>	<u>No</u>	<u>NA</u>
A. Personal financial statements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Personal or business tax returns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Historical business financial statements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Business financial projections.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Business Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: _____ Date: _____
(Applicant)

Name: _____ Date: _____
(Applicant)

WINNEBAGO COUNTY
PURCHASE OF SERVICES CONTRACT

RE: Administration of the Winnebago County Industrial Development Board Revolving Loan Fund Program

THIS AGREEMENT by and between Winnebago County Industrial Development Board, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and Greater Oshkosh Economic Development Corporation, hereinafter referred to as "PROVIDER."

WITNESSETH:

WHEREAS the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the PROVIDER for the purpose of administering the Winnebago County Revolving Loan Fund; and

WHEREAS the PROVIDER whose address is 100 N Main St, Ste 104, Oshkosh, WI 54901, is able and willing to provide such services.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the PROVIDER do agree as follows:

1. **TERM:** The term of this Agreement shall be effective on the date on which the last of the signatories to sign this contract signs it and shall terminate as of the 31st day of December 2026, unless sooner agreed upon by the parties. In any event, the PROVIDER shall complete its obligations under this Agreement not later than the 31st day of December 2026, and upon its failure to do so, the COUNTY may invoke the penalties set forth in one of the following: the bid specifications, the RFP, RFQ, or Schedule A. The COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement.

2. **SERVICE TO BE PROVIDED:** PROVIDER agrees to provide the following:
 - services detailed in the bid specifications (RFB) # ; or
 - request for proposals (RFP) # and the response thereto, if any; or
 - request for quotes (RFQ) # , and the response there to, if any; or
 - Schedule A, attached hereto, and incorporated herein by reference.

In the event of a conflict between or among any of the above-checked provisions, it is agreed that the terms of Schedule A, to the extent of any conflict, will be controlling, but only as it pertains to the specific service to be provided. In the event of a conflict between Schedule A and other provisions of this contract, the provisions of this contract will be controlling.

3. **ASSIGNMENT**: PROVIDER shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.
4. **TERMINATION**: If, through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the PROVIDER shall violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the PROVIDER of such termination and specifying the effective date thereof. There shall be no other termination or cancelation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.
5. **UNFINISHED WORK**: In the event the COUNTY exercises its unilateral right to terminate this Agreement for cause in the manner provided for in Paragraph 4, above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced, or made by the PROVIDER under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the PROVIDER, and the COUNTY may withhold any payments to the PROVIDER for the purpose of set-off.
6. **FAILURE TO APPROPRIATE FUNDS**: The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.
7. **TERMS OF PAYMENT**: The COUNTY will pay the PROVIDER for all the aforementioned work in accordance with Schedule A, Section 2.4 LOAN FEES, attached hereto, and incorporated herein, upon satisfactory completion of the work and performance of this contract. All goods and services delivered prior to December 31st

must be invoiced to COUNTY by January 31st of the subsequent year or the invoice will be subject to a 10% deduction for late billing.

8. **WISCONSIN LAW CONTROLLING:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
9. **ARBITRATION:**
 - A. This Agreement shall be covered by the laws of the State of Wisconsin.
 - B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall make alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - 2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
 - 3) Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
 - 4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
 - 5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
 - 6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
 - 7) The proceeding and arbitration shall be governed by the laws of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

10. **PROVIDER EFFICIENCY:** PROVIDER shall commence, carry on, and complete its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, the PROVIDER agrees to cooperate with the various departments, agencies, employees, and officers of the COUNTY.
11. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that the PROVIDER is an independent contractor and that the PROVIDER, its employees, and agents are not employees of COUNTY. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to have any direct contractual relationship with COUNTY.
12. **DELIVERY BY MAIL:** Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
13. **HOLD HARMLESS:** At all times during the term of this Agreement, PROVIDER agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees, or representatives.
14. **INSURANCE:**
 - A. Prior to commencing work, PROVIDER shall, at its own cost and expense, furnish COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:
 - 1) **Workers' Compensation:** (Statutory) In compliance with the Compensation Law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
 - 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit

for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:

- a) Premises—Operations
- b) Products and Completed Operations
- c) Broad Form Property Damage
- d) Contractual
- e) Personal Injury

- 3) **Professional Liability:** (If applicable) Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate.
- 4) **Automobile Liability:** Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage. This insurance shall include bodily injury and property damage coverage for all of the following:
 - a) Owned Automobiles
 - b) Hired Automobiles
 - c) Non-Owned Automobiles

B. The certificate shall list the **Certificate Holder and Address** as follows:

WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
P.O. BOX 2808
OSHKOSH WI 54903-2808

The Winnebago County Department(s) involved shall be listed under “**Description of Operations.**”

C. Such insurance shall include, under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as “**Additional Insureds.**”

D. Such Insurance Certificate shall include a thirty (30) day notice prior to cancelation or material policy change, which notice shall be given to:

WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
P.O. BOX 2808
OSHKOSH WI 54903-2808

All such notices shall name the provider and identify the project.

The Winnebago County Purchasing Manager must approve any exception to these requirements. Submit any requests in writing to:

WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
P.O. BOX 2808
OSHKOSH WI 54903-2808

or email to: Shelly Schry sschry@winnebagocountywi.gov.

15. **LIMITATION EFFECT ON PAYMENTS BY COUNTY**: In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of the PROVIDER, and the making of any such payment by COUNTY while any such default or breach shall exist in no way shall impair or prejudice the right of COUNTY with respect to recovery of damages or other remedies as a result of such breach or default.
16. **DISCRIMINATION**: During the term of this Agreement, the PROVIDER agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The PROVIDER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.
17. **AFFIRMATIVE ACTION**: PROVIDER may be required to file an Affirmative Action Plan with the COUNTY if the PROVIDER receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth, and PROVIDER has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.
18. **EQUAL OPPORTUNITY EMPLOYER**: PROVIDER shall, in all solicitations for employment placed on PROVIDER's behalf, state that PROVIDER is an "Equal Opportunity Employer."
19. **COMPLIANCE INFORMATION**: PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.
20. **PROVIDER'S LEGAL STATUS**: PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this Agreement. PROVIDER shall

notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the PROVIDER's legal status.

21. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW**: Provider understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Provider that are "produced or collected" by the Provider under this Agreement ("Records"). Provider is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Provider acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Provider is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Provider's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Provider must defend and hold County harmless from liability due such breach.
22. **ENTIRE AGREEMENT**: The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, COUNTY and PROVIDER have executed this Agreement and its Schedules as of the day set forth above.

FOR THE PROVIDER:

Date

Date

FOR WINNEBAGO COUNTY:

Jonathan Doemel
Winnebago County Executive
Date

Julie A. Barthels
Winnebago County Clerk
Date

Robert Keller, Chairman
Industrial Development Corporation
Date

REGISTERED AGENT FOR OUT OF STATE PROVIDERS

Name

Address

City/State/Zip

**Drafted by:
Mary Anne Mueller
Corporation Counsel for
Winnebago County**

Revised: 06/2023

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: December 4, 2023

FROM: Jerry Bougie, Director of Planning and Zoning / IDB Coordinator

RE: Discussion and potential action on the Town of Omro 2023 Per Capita Economic Development Funding for \$2,120.00.

General Description:

Board will address the 2023 funding request by the City of Omro.

Action Requested:

Motion and second to approve \$2,120.00 in funding for the Town of Omro for 2023.

Procedural Steps:

Committee of Jurisdiction: IDB

Meeting date: 12/13/2023

Action taken: _____

Vote: _____

County Board N/A

Meeting date: _____

Background:

This is a follow-up to prior IDB meetings in February and April of 2023 in which the Town of Omro's 2023 per capita economic development funding request had been tabled by the IDB.

Policy Discussion:

The IDB tabled the request due to concerns that the application doesn't meet the criteria/policies as established by the IDB for eligible funding. The IDB will address the application as originally presented by the Town of Omro to determine if the funding is allowable.

Attachments:

- Town of Omro 2023 Per Capita Economic Development Funding Request
- Winnebago County IDB Per Capita Funding Program Policies and Procedures

2023 ALLOCATION;
\$ 2,120⁰⁰

Town Officials Serving You:

Brian Noe, Chairman

Steve Disterhaft, Supervisor

Mark Krings, Supervisor

Beth Jackson, Treasurer

Dana Woods, Clerk

Bruce Roskom, Planning Commission Chair



4205 Rivermoon Road

Omro, WI 54963

(920) 685-2111

www.townofomro.us

February 9, 2023

Industrial Development Board
Attn: Jerry Bougie
Winnebago County Planning Department
112 Otter Street
Oshkosh, WI 54903-2808

Re: Winnebago County 2023 Per Capita Economic Development Funding Program

Dear Mr. Bougie and Winnebago County Industrial Development Board,

Enclosed please find the Town of Omro Per Capita Fund Expenditure Plan for the Winnebago County Industrial Development Board's review.

If you have any questions or concerns, please do not hesitate to contact me by phone at 920-279-3181 or email at chairman@townofomro.gov.

Respectfully,

A handwritten signature in black ink, appearing to read "Brian Noe".

Brian Noe
Town Chairman

Plan Submittal Form

Please fill out the form below and return with your application.

Please identify one or more of the following Eligible Economic Development Program/Project(s) (**Column 1**) that best match your proposed use of the funds, and include the total cost of each program/project (**Column 2**) and amount of IDB Per Capita funding you propose to allocate for each program/project (**Column 3**):

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
Eligible Economic Development Programs / Projects	Total Cost (\$) of Program / Project	Amount (\$) of your proposed IDB Funding to offset (partially or entirely) the Total cost of each Program/ Project
1. Brochures / Marketing Materials	1000.00	500.00
2. Seed Money for Econ. Dev. Financing Programs(s)		
3. Studies directly related to Econ. Dev. Programs/Projects	3200.00	1620.00
4. Other Promotional Programs (example: trade show booths)		
5. Interaction with Business Prospects (i.e. Meeting / Visiting / Hosting)		
6. Funding of Administrative Activities and/or Positions		
7. Membership dues in Econ. Dev. Organizations		
8. Other Econ. Dev. Projects / Programs: Itemize below:		
8a.		
8b.		
8c.		
TOTAL \$ (for items 1 – 8) (note: total in Column 3 should equal your Per Capita Funding Request from IDB)	4200.00	2120.00

Prior Year Use of Funds:

The Town of Omro began a Study of the Highway 21 Corridor on the East side of the City of Omro. Recognizing the increasing development pressure will only increase with the impending Highway 21 improvements scheduled to be in coming years the Town began work to plan the orderly development of the area surrounding Hwy 21.

The Town of Omro partnered with UW Oshkosh to conduct a survey of residents and property owners to collect data on how residents and landowners in this area would like to see this area developed to help determine what types of commercial development would be supported by the community.

The town has met with the Wisconsin Department of Transportation to coordinate the towns plans in this area with future upgrades to highway 21.

After reviewing existing land uses in the corridor area, and identifying those areas likely to be developed, the town is in the process of reviewing future updates to the comprehensive plan to allow development in those areas in an orderly manner. We were able to review the results of the surveys conducted and identify several common desires of residents, and what types of developments the community would be supportive of. We were also able to identify what issues residents and landowners wish the town to further regulate to make those developments compatible with existing developments.

2023 use of funds:

The Town of Omro is requesting to use this year's allocation of funds to assist in the continuation of the Highway 21 Corridor Study. The Town is working to study what changes should be made to the Town's Future Land Use plan that will allow for compatible commercial developments. The Town's Planning Commission will begin the process of identifying development standards to be applied to this area, that address the concerns with development of these areas, and provide some level of certainty to developers wishing to develop in the highway 21 corridor area.

The town is also looking to partner with the Town of Algoma Sanitary District in the promoting the development of this area and utilizing the utilities and infrastructure that can serve it. Together we hope to encourage development that can provide services to the town and surrounding communities as well as local employment opportunities.

Additional planning for future utility extensions required to serve the corridor will also begin, so work can be coordinated with future highway 21 upgrades and provide for more economical development of these areas.

We also will continue to interact with the Wisconsin Department of Transportation as we develop are plans to coordinate our plans with theirs. This will help provide the required access for development of this area while allowing regional transportation to not be negatively impacted by local development. We also hope to explore opportunities to provide trails and alternate means of travel within the corridor to provide additional access to businesses that can connect to the rest of the community, in hopes of making development of the corridor more attractive and accessible to more people.

All of these efforts are being undertaken to allow for an promote orderly and compatible development that encourages business growth within the Town that benefits not just the town but the surrounding communities.

Agenda Item Report



Winnebago County

The Wave of the Future

DATE: December 4, 2023

FROM: Jerry Bougie, Director of Planning and Zoning and IDB Coordinator

RE: IDB discussion on the Per Capita Economic Development Grant program.

General Description:

This is a follow-up from the November 8, 2023 IDB Meeting. This is an update on that discussion.

Action Requested:

No action – for discussion purposes only.

Procedural Steps:

Committee of Jurisdiction: Winnebago County Industrial Development Board

Meeting date: December 13, 2023

Action taken: _____

Vote: _____

County Board: N/A

Meeting date: N/A

Background:

The IDB has been providing grant funding for local economic development programs and projects in the County since the early 1980's. The County Board at budget time allocates funding to the IDB for its annual operations for economic development purposes. In FY 2023, the County Board allocated \$172,542.00 for such purposes and in FY 2024 the proposed funding is \$170,000.00. The economic development grant dollars are distributed by the IDB to local governments and economic development organizations on a population per capita basis. For FY 2024 the allocation equaled almost \$1.00 (.9944 cents) per capita for local units of government totaling \$170,000. Communities can reallocate their funding share to another community or economic development organization in the County that has a viable economic development program.

Policy Discussion:

At their November 8, 2023 meeting the IDB discussed past issues and the longer term viability of the program to ensure the grant dollars are best used to foster economic development in the County. The general consensus of the Board was to move forward with the allocations in 2024 in similar manner as in prior years, and to have a broader discussion in an upcoming meeting to include the local communities and economic development organizations to gather input on how the IDB can improve the program moving forward. The Board will be brought up-to-date on the status of the process moving forward.

Attachments:

No attachments.



Winnebago County Industrial Development Board

The Wave of the Future

Winnebago County IDB Per Capita Funding Program Policies & Procedures

Approved by IDB on November 15, 2012

Mission Statement: Provide funding assistance to enhance local economic development efforts, programs, and opportunities that directly foster local job creation, increased income and increases to the tax base which collectively better the overall economy of Winnebago County.

Policies:

1. Funds allocated annually on a per capita basis to each community in Winnebago County. The level of per capita funding shall be determined on an annual basis by the IDB.
2. Communities may retain all or a portion of its allocated funds provided the community demonstrates to the IDB that it operates a viable economic development program. A viable economic development program shall be defined as:
 - a) a community that expends tax levy dollars for programs and professional staffing for economic development purposes.
 - b) a community that is a primary employment center in the county providing substantial employment opportunities for county residents.
3. Communities may reallocate all or a portion of their funding shares in the following manner:
 - a) to other communities that have demonstrated a viable economic development program as defined in #2 above.
 - b) to other economic development entities that benefit their communities and/or the county as a whole.
4. All allocations and reallocations of funds shall be approved by the IDB and meet the mission, policies, and eligibility requirements of the per capita funding program.
5. **Regional Economic Development Activities.** The IDB shall have the discretion to allocate a portion of per capita funding dollars to County and/or regional level economic development entities or activities.

Eligible Projects/ Programs:

1. Brochures/Marketing Materials to promote economic development.
2. Seed money for economic development financing programs.
3. Studies directly related to economic development programs or projects.
4. Other Promotional activities such as booths at trade shows.
5. Interaction with business prospects through visitation.
6. Funding of administrative activities and positions specifically related to economic development. Detailed documentation shall be included indicating how the activities or position(s) are directly linked to economic development and the per capita funding program mission statement.
8. Membership dues for participation in recognized economic development organizations.
9. Other marketing and economic development efforts designed to enhance business and tourism growth.

Ineligible Projects/ Programs:

1. Residential projects and programs.
2. Accessory (incidental) projects, such as signage, parking lots, maintenance, landscaping and other general site improvements.
3. Websites, unless specifically designed for economic development purposes.

Note: All allocations of per capita funds are at the discretion of, and approved by, the Winnebago County Industrial Development Board.

PROCEDURES:

1. The County will mail out a Statement of Intent form (see attached copy) to all local communities in Winnebago County. This form describes whether your community intends to apply for the per capita funds **or** whether your community wishes to allocate your share to one or more nearby community(s) which operate a viable economic development program or to one or more economic development entities that benefit your community or the county as a whole.
2. Following the due date for submittal of the Statement of Intent, **the County will mail out a plan submittal request letter** to the communities indicating a desire to apply for per capita funds. This letter will include:
 - Any Communities that indicate a desire to allocate their funding share to your community via the Statement of Intent.
 - Total proposed eligible funding share.
 - Due date for plan submittal. The due date will be at least one (1) week prior to the next IDB meeting to allow the Board ample opportunity to review all plan submittals.

3. Communities that are viable economic development entities shall then **submit an expenditure plan** for the upcoming year which shall contain the following:
- Plan shall describe intended use of funds, including any proposed reallocations to other economic development entities.
 - Plan shall outline your strategy and objectives.
 - Plan shall outline your budget for the proposed project/ programs.
 - Plan shall also describe prior year's use of funds and documentation of tangible results.
 - Additional supporting information/ documentation may be attached.
-
- Any plan submittal received after the designated due date, as outlined in the plan submittal request letter, may become ineligible for funding.
 - Plans shall be submitted by hand, mailed, faxed, or emailed to:

Jerry Bougie, IDB Coordinator
Winnebago County Planning Department
112 Otter Ave
Oshkosh WI 54903-2808
FAX: 920-232-3347
EMAIL: jbougie@co.winnebago.wi.us

4. Following receipt of expenditure plan submittals, the County will notify all eligible applicants of the next scheduled meeting of the Winnebago County Industrial Development Board where the plan submittals will be addressed for approval. *A representative from your community should be present at the IDB meeting to answer any questions by the Board regarding your community's proposal.*
5. Following IDB approval, communities are required to **submit an invoice** to Winnebago County for payment of the approved dollar amount. The invoice **MUST** indicate that the funds are for "***IDB per capita funding allocations***".