

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, November 8, 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/89503404371?pwd=cGJwNEZHeml4NGttUTgvNzVicDIwZDZ09>

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

- **Meeting ID:** 895 0340 4371
- **Passcode:** 668146

SUBJECT MATTER OF MEETING

1. Approval of minutes from June 22, 2023, IDB meeting.
2. Board action to elect officers: Board Chairman, Vice Chairman and Secretary/Treasurer.
3. 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. (Attachment)
4. Board discussion on Winnebago County IDB Per Capita Economic Development Grant program and policies. (Attachment)
5. Board review and approval of 2023 & 2024 COVID-19 Rapid Recovery Loan Program contracts with Greater Oshkosh Economic Development Corporation. (Attachment(s))
6. Review and discussion of the 2024 IDB budget. (Attachment)
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

June 22, 2023 Meeting Minutes

Room 120 County Administrative Building, 112 Otter Ave., Oshkosh

Board Members Present: Rob Keller, George Dearborn, Tom Egan, Mary Anne Mueller, Morris Cox, Elizabeth Hartman

Board Members Excused: Brian Stafford, Andy Buck, Jon Doemel, Amber Hoppa, Nate Gustafson

Others Present: Jerry Bougie, Tricia Rathermel, Art Rathjen, Stephanie Kromm, Ellen Skerke, Adam Dorn

Meeting Called to order by Chair Rob Keller at 1:30 pm.

1. Approval of Minutes from April 17, 2023 meeting. Motion by Mary Anne Mueller to approve the meeting minutes as presented. Motion seconded by Morris Cox. Motion passed 6-0.
2. Committee action on City of Omro 2023 Per Capita Economic Development funding for \$4,025.00. Jerry Bougie indicated that this item is a layover from the April 17 meeting. Stephanie Kromm from the City of Omro provided the Board with an overview on their Economic Development programs. Discussion pursued. Motion by George Dearborn to approve the 2023 Economic Development funding grant to the City of Omro in the amount of \$4,025.00. Motion seconded by Morris Cox. Motion passed 6-0.
3. Committee review and action on proposed Winnebago County IDB Revolving Loan Fund Manual as prepared by Greater Oshkosh Economic Development Corporation. Rob Keller indicated he is on the GO-EDC Board and would potentially have a conflict of interest and therefore turned the meeting over to Vice Chair George Dearborn. Tricia Rathermel from GO-EDC provided the Board with an overview of the proposed loan manual. Mary Anne Mueller indicated she had a concern over the open records portion of the loan manual and proposed a text amendment to it that better protects the County. Discussion pursued. GO-EDC will discuss the proposed text amendment with their attorney before proceeding with approval of the loan manual. Morris Cox made a motion to table approval of the loan manual until the next meeting. Motion seconded by Tom Egan. Motion passed 6-0.
4. Committee review and action on entering into a contract with Greater Oshkosh Economic Development Corporation to administer the Winnebago County IDB Revolving Loan Fund program. Due to the tabling of the previous agenda item, it was the consensus of the Board to postpone discussion on this item until the next meeting.
5. Next Meeting and Adjournment. Jerry Bougie will notify the Board on the scheduling of the next IDB meeting. Motion by Tom Egan to adjourn the meeting. Motion seconded by Morris Cox. Motion passed 6-0. Meeting adjourned at 2:09 pm.

Submitted by,

Jerry Bougie, Recording Secretary

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: October 30, 2023

FROM: Jerry Bougie, Planning Director, IDB Coordinator

RE: *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 (WSPC) Broadband Grant Application*

General Description:

US Internet (USI) is requesting a grant matching support from the IDB for \$25,000 to support and enhance their grant application with the Wisconsin Public Service Commission for rural broadband expansion.

Action Requested:

A motion and second to pledge a matching grant of \$25,000 from the IDB's reserve fund for US Internet's Wisconsin PSC broadband grant application and payable contingent upon successful awarding of the PSC grant to US Internet for this project.

Procedural Steps:

Committee of Jurisdiction: <u>Winnebago County IDB</u>	Meeting date: <u>November 8, 2023</u>
Action taken: _____	Vote: _____
County Board: N/A	Meeting date: _____

Background:

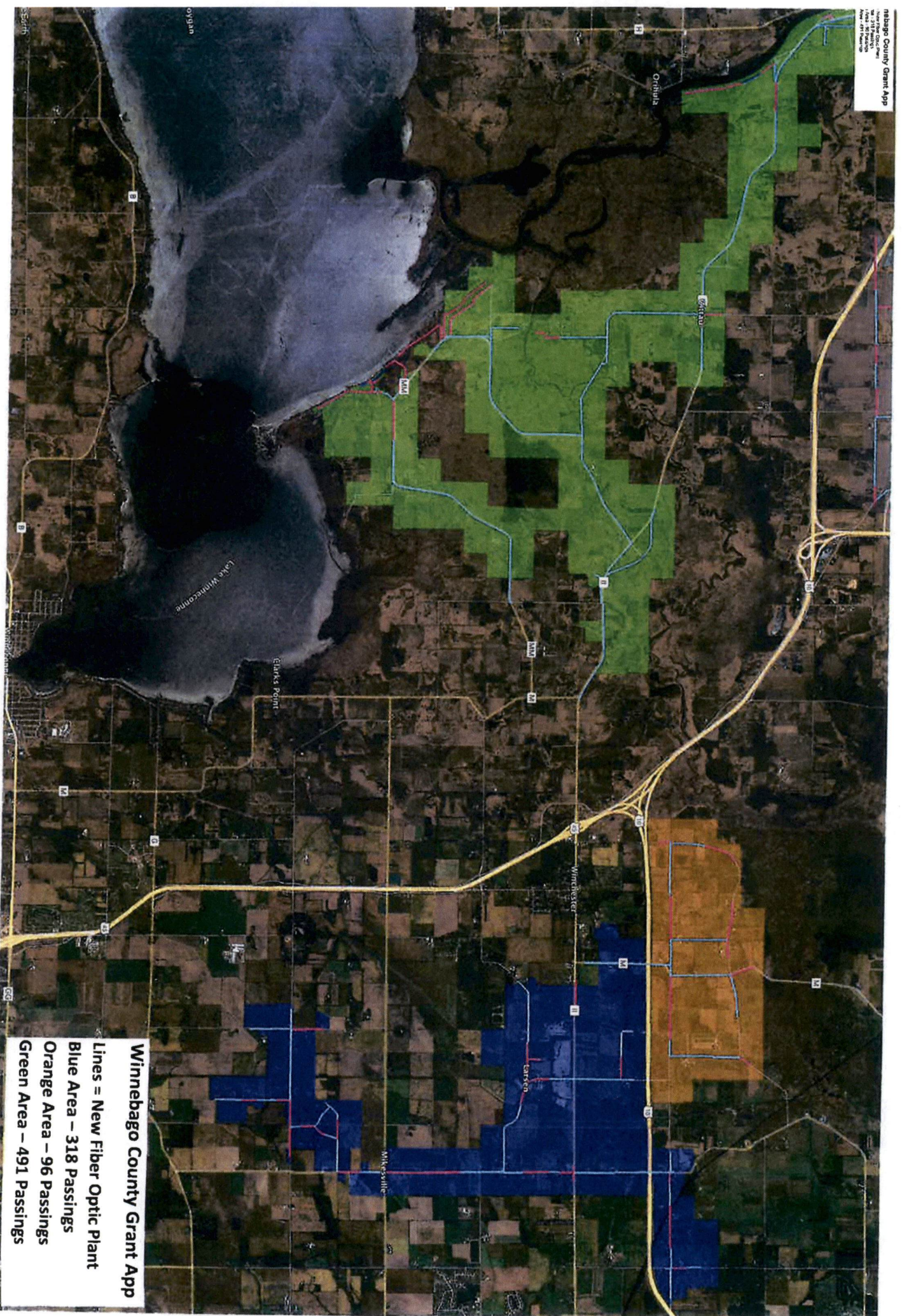
The IDB provided two prior matching grants of \$25,000 to USI for their WPSC grant applications in 2020 and 2022, in which USI was subsequently awarded funding from the WPSC on both occasions. In general, Winnebago County has an extensive rural area with inadequate and underserved internet service. This has become clearer since the onset of the covid pandemic with the need for home schooling and working at home. Rural business needs also suffer with the lack of quality rural internet service. USI has been installing fiber to the home internet service to some of these underserved and unserved rural areas of Winnebago County since 2020 with the help of the WPSC Grants. They have since been installing high speed fiber infrastructure to unserved/underserved areas in the Towns of Winneconne, Omro, Poygan, Rushford and Vinland.

Policy Discussion:

There are more underserved area needs remaining in the rural areas. As such, USI proposes to submit another grant to the PSC to serve an additional 905 rural homes and businesses that are underserved, primarily in the Towns of Winchester, Clayton and Wolf River. Once again, the PSC grant submittal by USI will be bolstered by having the County IDB provide another \$25,000 match. In addition, USI is providing a substantial investment of their own funds in this project. Dan Kesselmeier from US Internet will be present at the meeting to report on the grant application.

Attachments:

Map showing areas to be served by USI's upcoming grant application to the WPSC.



Winnebago County Grant App
Lines = New Fiber Optic Plant
Blue Area – 318 Passings
Orange Area – 96 Passings
Green Area – 491 Passings

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: October 25, 2023

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

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

General Description:

The Winnebago County Industrial Development Board (IDB) provides annual Economic Development Grants to Local communities and economic development organizations in the county on a per capita basis, and the recipient communities and organizations prepare and submit plan applications to request funds to assist in financing their local economic development efforts. The IDB will discuss the status of the program relative to ensuring grant dollars are appropriately targeted to ensure long term viability of available funding.

Action Requested:

No action – for discussion purposes only.

Procedural Steps:

Committee of Jurisdiction: Winnebago County Industrial Development Board

Meeting date: November 8, 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 and by direct grant funding. For FY 2023 the allocation equaled 90 cents per capita for local units of government totaling \$153,996.00, and direct grants totaling \$20,273.00 to the Oshkosh CVB and International, Trade, Business, Economic Development Council (ITBEC). Each town, city and village in the County is potentially eligible for the funding, however, IDB policies indicate that a recipient community is required to demonstrate they are utilizing the funding for an eligible economic development program or project. If not, communities can reallocate their funding share to another community or economic development organization in the County that has a viable economic development program.

Historically, most towns in the county reallocate their funding shares to another community or economic development entity in the County. Communities or economic development entities that

retain and receive allocations from the local towns are then notified of their total funding allocations for the given year and are required to submit plans to the IDB on how they intend to utilize their funding for that year in accordance with the IDB Per Capita Funding Program Policies and Procedures. These plans are reported on by each recipient community or economic development entity to the IDB at an annual meeting early in the year. The Board reviews the individual plans to ensure the proposed plans are in accordance with the eligible funding policies established by the IDB and subsequently voted on by the IDB.

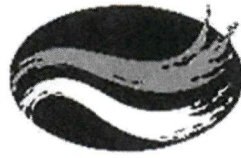
Policy Discussion:

The IDB's annual grants to local entities attempt to foster local economic development efforts. However, potential opportunities to target funding to specific economic development projects may be limited due to the current structure of the grant program and the success of the grant dollars provided to local entities has been difficult to measure from an economic development standpoint. To improve the longer-term viability of the program, the IDB will discuss objectives and strategies to potentially generate more impactful economic development benefits from the program. Any decisions on changes to the program will be addressed at future meetings.

Attachments:

Winnebago County IDB Per Capita Funding Program Policies and Procedures (adopted November 15, 2012).

2019-2023 Funding analysis of the IDB's Per Capita economic Development Grant program.



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:

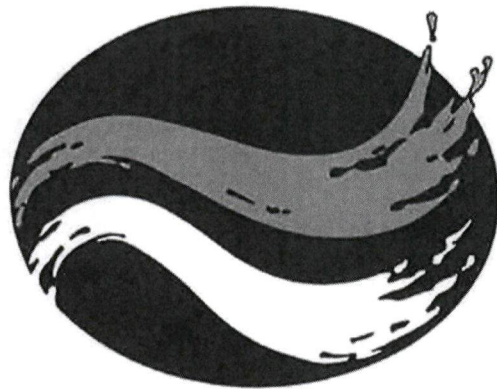
1. The County will mail out a Statement of Intent form (see attached copy) to all local communities in Winnebago County. This form describes whether your community intends to apply for the per capita funds **or** whether your community wishes to allocate your share to one or more nearby community(s) 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@winnebagocountywi.gov

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***".

IDB Local Economic Development

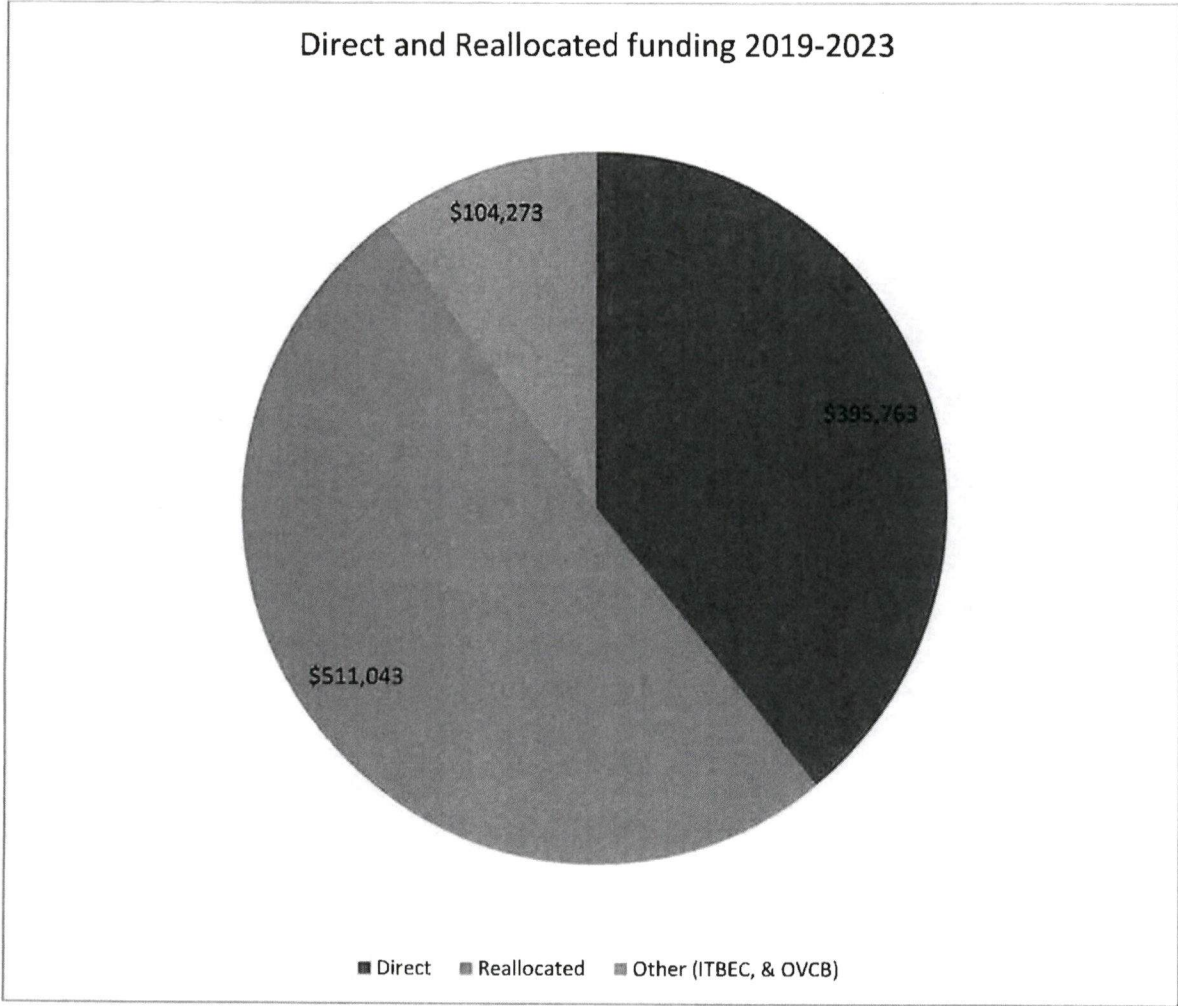


Winnebago County

Grant Funding 2019 – 2023

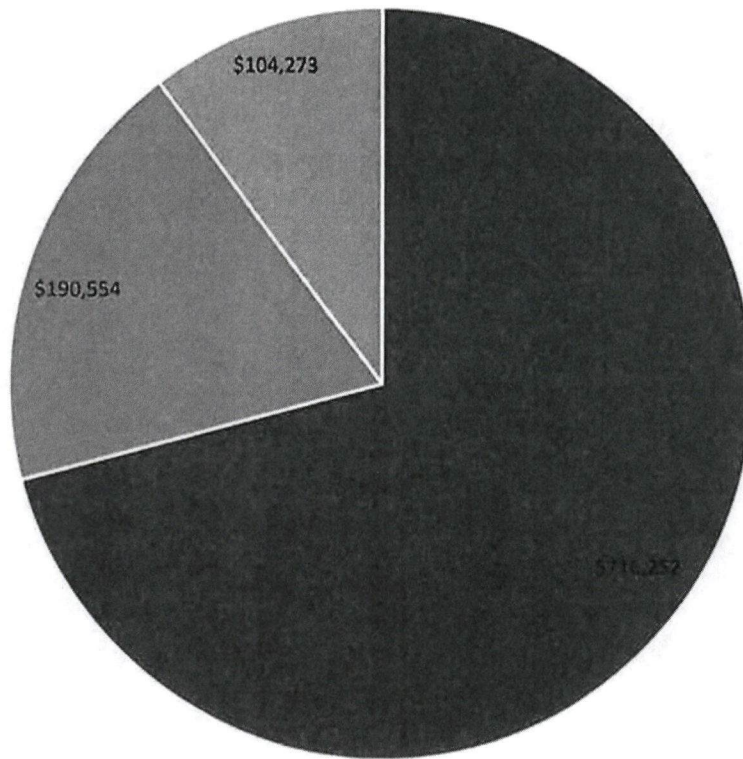
Total Funding Available 2019-2023	
City of Oshkosh	\$358,112
City of Neenah	\$143,243
Village of Fox Crossing	\$102,523
City of Menasha	\$79,695
Other (ITBEC, & OVCB)	\$104,273
Town of Algoma	\$37,302
Town of Clayton	\$22,690
Town of Neenah	\$19,525
City of Omro	\$19,282
Town of Winneconne	\$13,272
Village of Winneconne	\$13,397
Town of Oshkosh	\$13,323
Town of Black Wolf	\$13,144
Town of Omro	\$12,520
Town of Winchester	\$9,746
Town of Vinland	\$9,396
Town of Rushford	\$8,668
Town of Utica	\$7,198
Town of Nekimi	\$7,579
Town of Poygan	\$7,104
Town of Wolf River	\$5,112
Town of Nepeuskun	\$3,975

Total Allocations	\$1,011,079	
Direct	\$395,763	39.14%
Reallocated	\$511,043	50.54%
Other (ITBEC, & OVCB)	\$104,273	10.31%



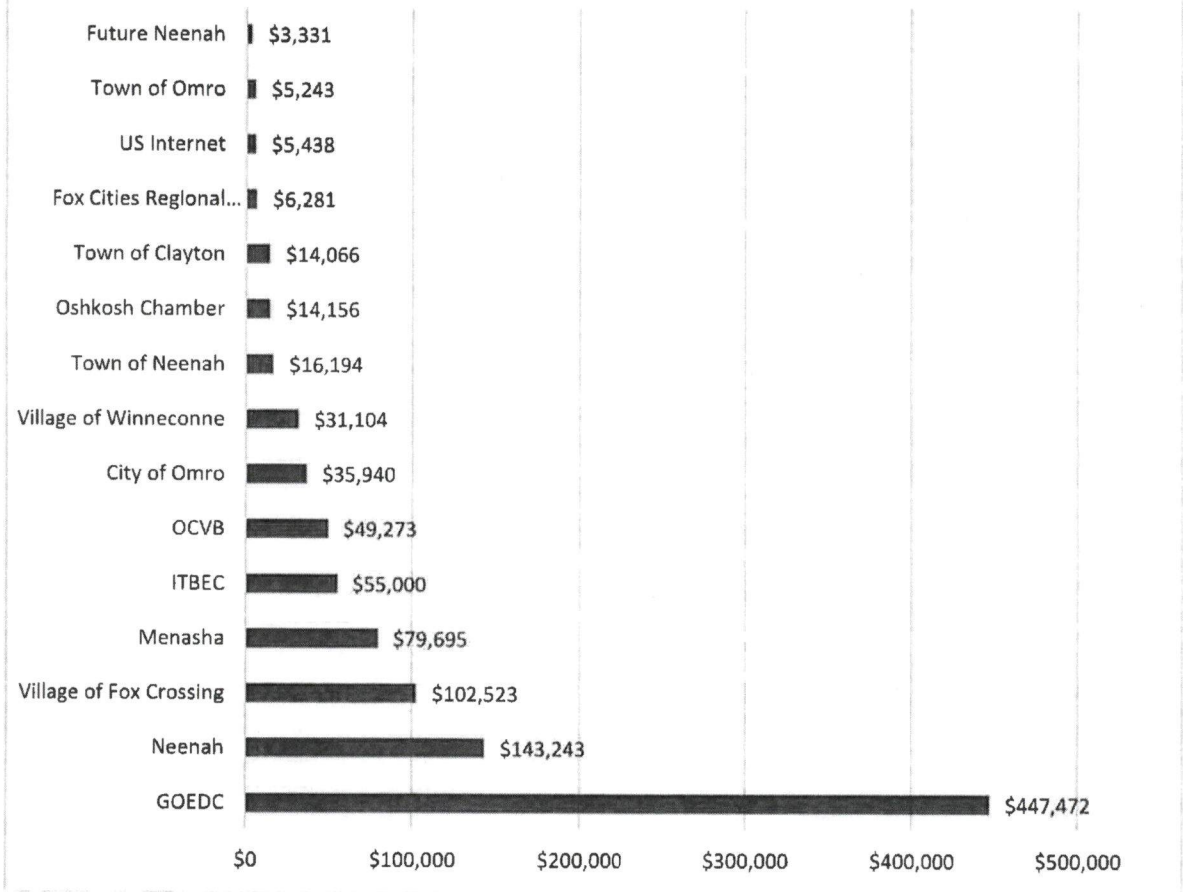
Incorporated	\$716,252
Unincorporated	\$190,554
Other (ITBEC, & OVCB)	\$104,273

Funding by Entity Type



■ Incorporated ■ Unincorporated ■ Other (ITBEC, & OVCB)

Funding Receipients 2019-2023



*The totals that involve Direct funding include the amount of \$2,210 that was designated to go to the town of Omro for 2023 if they applied. *

*All the data used was data provided by the IDB in the adopted annual allocations from 2019-2023. *

Entity	Funding
GOEDC	\$447,472
Neenah	\$143,243
Village of Fox Crossing	\$102,523
Menasha	\$79,695
ITBEC	\$55,000
OCVB	\$49,273
City of Omro	\$35,940
Village of Winneconne	\$31,104
Town of Neenah	\$16,194
Oshkosh Chamber	\$14,156
Town of Clayton	\$14,066
Fox Cities Regional Partnership	\$6,281
US Internet	\$5,438
Town of Omro	\$5,243
Future Neenah	\$3,331

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: *October 27, 2023*

FROM: *Jerry Bougie, IDB Coordinator*

RE: *Board review and approval of 2023 & 2024 Covid-19 Rapid Recovery Loan Program contracts with Greater Oshkosh Economic Development Corporation.*

General Description:

This is a renewal of the 2023 and 2024 contracts with GO-EDC to administer the Covid Rapid Recovery Loan Fund program.

Action Requested:

Motion to approve the contract renewals for 2023 and 2024 with GO-EDC for administration of the COVID Rapid Recovery Loan Fund program..

Procedural Steps:

Committee of Jurisdiction: Industrial Development Board Meeting date: November 8, 2023

Action taken: _____ Vote: _____

County Board N/A Meeting date: N/A

Background:

At the outset of the pandemic in March of 2020 and the resulting shutdown and limitations on small businesses, the Greater Oshkosh Economic Development Corporation (GOEDC) in collaboration with the Oshkosh Chamber and Fox Cities Chamber approached the County IDB with a request of the IDB to provide financial support to establish a Countywide small business loan fund. The purpose of the fund was to assist small businesses with the financial impacts of the pandemic and related shutdowns on their businesses and to help buy them some time to survive during the worst part of the pandemic. The emphasis of the "COVID-19 Rapid Recovery Loan Fund" is to allow small businesses the opportunity to get funds in their hands as quick as possible with a streamlined application process. Therefore, on March 26, 2020 the IDB voted to approve \$750,000 of funding for the loan fund with 60% of the funding allocated for businesses outside of Oshkosh and 40% for businesses located within Oshkosh. The IDB proceeded to contract with GO-EDC to administer the program. Since established, GO-EDC awarded 37 loans to small businesses in the County totaling \$343,000. The program was formally closed down in March of 2022 by the IDB.

Policy Discussion:

Ongoing administration of the program with GO-EDC will continue until some point in 2024, as there are some loans still in the payback process. In January 2023 GO-EDC returned \$450,000 back to the IDB which was a combination of undispersed funds and accumulated interest. Remaining payback by the small business recipients will end in 2024 and there will be no need to contract with GO-EDC beyond 2024 for this program. GO-EDC will make a final payback to the IDB in 2024 of all remaining funds in the account. GO-EDC is compensated up to \$5,000 annually to administer the program per the terms of the contract, although to date GO-EDC charge backs to the IDB has been well under this cap.

Attachments:

2023 and 2024 Purchase of Service contracts.

2023

**WINNEBAGO COUNTY
PURCHASE OF SERVICES CONTRACT**

RE: Administration of Winnebago County COVID-19 Rapid Recovery Loan Fund

THIS AGREEMENT by and between 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 COVID-19 Rapid Recovery 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 or January 1, 2023, whichever is later and shall terminate as of the 31st day of December 2023, 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 2023, 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 the sum of not to exceed Five Thousand Dollars and no/100 (**\$ 5,000.00**) 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

2024

**WINNEBAGO COUNTY
PURCHASE OF SERVICES CONTRACT**

RE: Administration of Winnebago County COVID-19 Rapid Recovery Loan Fund

THIS AGREEMENT by and between 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 COVID-19 Rapid Recovery 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 or January 1, 2023, whichever is later and shall terminate as of the 31st day of December 2024, 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 2024, 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 the sum of not to exceed Five Thousand Dollars and no/100 (**\$5,000.00**) 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:

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

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WINNEBAGO COUNTY
 ATTENTION PURCHASING MANAGER

P.O. BOX 2808
OSHKOSH WI 54903-2808

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

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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.
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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: *October 30, 2023*
FROM: *Jerry Bougie, Planning Director and IDB Coordinator*
RE: *Review and discussion of the 2024 IDB Budget.*

General Description:

This is a review of the IDB's annual budget for 2024.

Action Requested:

No action required – for discussion only.

Procedural Steps:

Committee of Jurisdiction	_____ IDB _____	Meeting date:	__11/8/2023__
Action taken:	_____	Vote:	_____
County Board	N/A	Meeting date:	_____

Background:

The Board typically does an annual review of its yearly budget.

Policy Discussion:

The primary changes to the Board's annual budget includes increased interest revenue on its investments due to the rise in interest rates, a small decrease in the annual operating grants from \$172,542 in 2023 to \$170,000 in 2024, a small increase in travel and a small decrease in property and liability insurance.

Attachments:

2024 IDB line-item budget

Winnnebago County Budget Detail - 2024

Description Fund	Object	2020		2021		2022		2023		2023		2024
		Actual	Actual	Actual	Adopted	Revised	Projected	Request				
- 130 - Industrial Development Fund												
Revenue												
Interest:												
Interest Investments	48000	47,595	28,655	37,160	36,000	36,000	42,000	45,000				
Investment Mark to Market	48002	39,684	(39,578)	(165,265)	0	0	0	0				
Interest Subtotal:		87,278	(10,923)	(128,105)	36,000	36,000	42,000	45,000				
Misc Revenues:												
Other Miscellaneous Revenues	48109	0	0	750,000	0	0	0	0				
Misc Revenues Subtotal:		0	0	750,000	0	0	0	0				
Transfers In:												
Other Transfers In	49501	209,000	209,000	209,000	172,542	172,542	172,542	170,000				
Transfers In Subtotal:		209,000	209,000	209,000	172,542	172,542	172,542	170,000				
Total Non-Operating		296,278	198,077	830,895	208,542	208,542	214,542	215,000				
Revenue Total:		296,278	198,077	830,895	208,542	208,542	214,542	215,000				
Expense												
Travel:												
Registration Tuition	52001	10	10	25	25	25	25	100				

Automobile Allowance	52002	0	0	0	75	75	75	75	75	75	75	75
Meals	52005	0	0	0	50	50	50	50	50	50	50	50
Lodging	52006	0	0	0	0	0	0	0	0	0	0	100
Other Travel Exp	52007	0	0	0	25	25	25	25	25	25	25	25
Travel Subtotal:		10	10	25	175	175	175	175	175	175	175	350

Total Travel:		10	10	25	175	175	175	175	175	175	175	350
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Office:

Office Supplies	53000	0	0	0	25	25	25	25	25	25	25	25
Stationery and Forms	53001	0	0	0	25	25	25	25	25	25	25	25
Postage and Box Rent	73004	0	0	0	25	25	25	25	25	25	25	25
Office Subtotal:		0	0	0	75	75	75	75	75	75	75	75

Operating:

Legal Fees	53530	0	0	0	10	10	10	10	10	10	10	10
Operating Grants	53565	973,774	206,404	223,123	172,542	172,542	172,542	172,542	172,542	172,542	172,542	170,000
Operating Subtotal:		973,774	206,404	223,123	172,552	172,552	172,552	172,552	172,552	172,552	172,552	170,010

Contractual Services:

Professional Service	55014	7,500	2,431	0	10,000	10,000	10,000	10,000	10,000	5,000	10,000	10,000
Contractual Services		7,500	2,431	0	10,000	10,000	10,000	10,000	10,000	5,000	10,000	10,000

Insurance Expenses:

Prop Liab Insurance	76000	408	564	2,108	2,266	2,266	2,266	2,266	2,266	2,266	2,266	1,894
Insurance Expenses		408	564	2,108	2,266	2,266	2,266	2,266	2,266	2,266	2,266	1,894

Total Other Operating:		981,682	209,399	225,231	184,893	184,893	184,893	179,893	184,893	179,893	184,893	181,969
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Expense Total: 981,692 209,409 225,256 185,068 185,068 180,068 182,319

Industrial Development (685,414) (11,332) 605,639 23,474 23,474 34,474 32,681