



AGENDA
EXECUTIVE COMMITTEE
SPECIAL BUDGET AND REGULAR MEETING
MONDAY, OCTOBER 2, 2023 – 1:00 PM
ADMINISTRATION CENTER - AUDITORIUM
121 W MAIN STREET, PORT WASHINGTON, WI 53074

The public can access the meeting by viewing the live stream at the link which will be opened five minutes before the call to order:

[Executive Committee Live Stream](#)

*The public can submit comments here: [Public Comment Form](#)
[Public Comment Policy](#) & [Instructions For Submitting Public Comments Online](#)*

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. PROPER NOTICE**
- 4. PUBLIC COMMENT, CORRESPONDENCE, COMMUNICATIONS**
- 5. APPROVAL OF MINUTES**
 - a. August 28, 2023
- 6. BUDGET REVIEW:**

Grants/Funding to Organizations

Advocates of Ozaukee
The National Flag Day Foundation
Ozaukee Youth Apprenticeship Program
Family Promise of Ozaukee
Ozaukee County Historical Society
Ozaukee County Tourism Council
Southeastern Wisconsin Regional Planning Commission
Monarch Library System
East Wisconsin Counties Railroad Consortium
Ozaukee Economic Development

- 7. COUNTY ADMINISTRATOR'S REPORT**
 - a. Lasata Campus Community Based Residential Facility
 - b. Opiate Settlement Funds
 - c. General Fund Reserve Policy
 - d. County Express Bus Service
 - e. County Owned 33 and LL Parcel
- 8. DISCUSSION ITEMS:**
 - a. Salaries of County Supervisors 2024-2026

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

- b. County Revolving Loan Fund Program
- c. Schedule of County Board Meetings

9. COMMITTEE REPORTS

10. NEXT MEETING DATE

Special Budget Meeting - Wednesday, October 4, 2023

Special Budget Meeting - Thursday, October 5, 2023 - 8:00 AM (if needed)

Regular Meeting - Monday, October 30, 2023 - 6:00 PM

11. ADJOURNMENT

Executive Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	October 2, 2023
DEPARTMENT:	County Clerk
DIRECTOR:	Karen Niemuth
PREPARER:	Tyler Quaas

Agenda Summary August 28, 2023 Minutes

August 28, 2023

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_08282023-3285>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_08282023-3285)

EXECUTIVE COMMITTEE

Executive Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	October 2, 2023
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Tyler Quaas

Agenda Summary Grants/Funding to Organizations

ATTACHMENTS:

- Non-Departmental Budget Report (PDF)
- Advocates of Ozaukee (PDF)
- National Flag Day Foundation (PDF)
- Ozaukee Youth Apprenticeship Program (PDF)
- Family Promise of Ozaukee (PDF)
- Ozaukee County Historical Society (PDF)
- Ozaukee County Tourism Council (PDF)
- SE Wis Regional Planning Commission (PDF)
- Monarch Library System (PDF)
- Ozaukee Economic Development (PDF)

EXECUTIVE COMMITTEE



Grants and Non-Departmental

Budget Report

Mission

The purpose of Non-Department is to organize a group of account codes and collect expenses and some revenues that do not apply to specific departments. The account groups are overseen by the County Board and County Administrator's Office.

Budget Highlights

The Non-Departmental Current Service Level Budget increases tax levy by \$5,881 or 0.3% over the 2023 adopted budget. The Vacancy and Turnover assumption sits at \$(100,000) in the 2024 budget. This is our assumption of the amount of savings we expect due to retirements, terminations, benefit adjustments, etc. The Library funding increases \$7,981 or 1.1% and this is not counted against the County's allowable tax levy or the new construction. The Library levy is a separate levy.

Non-Department - Tax Levy

	2021 Actual	2022 Actual	2023 Adopted	2023 YTD Actual	2024 Budget
Revenues	\$948,243	\$527,768	\$423,886	\$43,472	\$423,886
Expenses	\$2,046,463	\$1,836,268	\$2,000,995	\$1,951,204	\$2,006,876
REVENUES LESS EXPENSES	-\$1,098,220	-\$1,308,500	-\$1,577,109	-\$1,907,733	-\$1,582,990

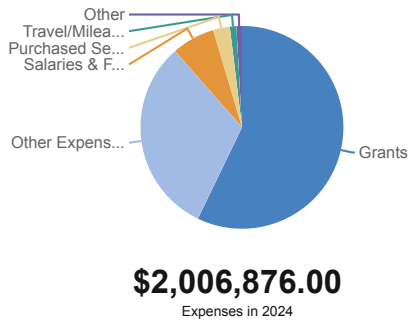
Non-Department - Expenses by Type

	2021 Actual	2022 Actual	2023 Adopted	2023 YTD Actual	2024 Budget
Grants	\$1,032,004	\$1,093,992	\$1,139,204	\$1,012,604	\$1,147,185
Other Expenses	\$766,505	\$397,527	\$633,828	\$718,903	\$629,338
Purchased Services	\$53,625	\$53,625	\$53,625	\$40,219	\$53,625
Salaries & Fringe Benefits	\$175,092	\$262,782	\$138,000	\$162,117	\$138,000
Supplies under \$5,000	\$13,040	\$16,489	\$15,338	\$16,574	\$17,728
Travel/Mileage/Conference&Meetings	\$6,197	\$11,853	\$21,000	\$788	\$21,000
TOTAL	\$2,046,463	\$1,836,268	\$2,000,995	\$1,951,204	\$2,006,876

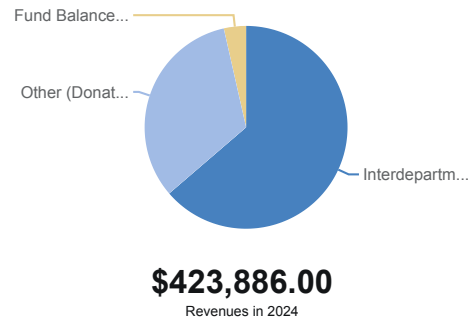
Non-Department - Revenues by Type

	2021 Actual	2022 Actual	2023 Adopted	2023 YTD Actual	2024 Budget
Fund Balance Applied (Budget Only)	\$0	\$0	\$15,000	\$0	\$15,000
Interdepartmental Revenue for County Services	\$250,000	\$250,000	\$270,000	\$0	\$270,000
Interest	\$18	\$280	\$0	\$798	\$0
Intergovernmental Rev (State, Federal, Local)	\$525,511	\$0	\$0	\$0	\$0
Other (Donations/One-time/Misc)	\$172,714	\$277,488	\$138,886	\$42,674	\$138,886
TOTAL	\$948,243	\$527,768	\$423,886	\$43,472	\$423,886

Non-Department - Expenses by Type



Non-Department - Revenues by Type



2024 Recommended Grants

Non-Department - Grants

	2021 Actual	2022 Actual	2023 Adopted	2023 YTD Actual	2024 Budget
Grants					
Grants					
Youth Apprenticeship Program	\$0	\$15,000	\$10,000	\$10,000	\$10,000
Family Promise	\$0	\$15,000	\$15,000	\$0	\$15,000
Economic Development Corp	\$130,000	\$145,000	\$145,000	\$72,500	\$145,000
Federated Library System	\$648,674	\$669,842	\$713,969	\$674,869	\$721,950
Historical Society Capital	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Historical Society Operations	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000
Milwaukee Seven/Cedarburg Cultural Center	\$5,000	\$0	\$0	\$0	\$0
National Flag Day Foundation	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Ozaukee County Tourism	\$30,000	\$25,000	\$30,000	\$30,000	\$30,000
Regional Planning Commission	\$142,830	\$148,650	\$144,735	\$144,735	\$144,735
SE Wisconsin Railroad Consortium	\$25,000	\$25,000	\$30,000	\$30,000	\$30,000
GRANTS TOTAL	\$1,032,004	\$1,093,992	\$1,139,204	\$1,012,604	\$1,147,185
GRANTS TOTAL	\$1,032,004	\$1,093,992	\$1,139,204	\$1,012,604	\$1,147,185
Purchased Services					
Purchased Services					
Shelter Care/Advocates	\$53,625	\$53,625	\$53,625	\$40,219	\$53,625
PURCHASED SERVICES TOTAL	\$53,625	\$53,625	\$53,625	\$40,219	\$53,625
PURCHASED SERVICES TOTAL	\$53,625	\$53,625	\$53,625	\$40,219	\$53,625
Supplies under \$5,000	\$13,040	\$16,489	\$15,338	\$16,574	\$17,728
TOTAL	\$1,098,669	\$1,164,106	\$1,208,167	\$1,069,397	\$1,218,538

The Grants for 2024 are mostly recommended at the same level from 2023. The grantee agencies will present their budget requests at the October 2nd Executive Committee meeting. The Federated Library System has requested a tax levy of \$721,950 which is a \$7,981 or 1.1% over last year's special levy for the Library System. This levy is not counted towards the County's allowable operating levy limits.

**Advocates of Ozaukee
Balance Sheet
As of August 31, 2023**

2:08 PM

09/13/23

Cash Basis

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
99999 · Cash	
106510 · BMO Harris Unemployment savings	2,375.81
106600 · PWSB Money Market	219,765.52
105600 · PWSB Checking	149,395.15
110000 · Petty Cash	193.01
107000 · CDs	
107310 · PWSB CD #1832	100,000.00
107300 · Harris CD - 72 Unemployment	7,856.52
Total 107000 · CDs	107,856.52
Total 99999 · Cash	479,586.01
Total Checking/Savings	479,586.01
Accounts Receivable	
119999 · Grants and pledges receivable	
124000 · Grants Receivable	
124100 · United Way of Greater Milwaukee	10,592.00
124300 · Department of Justice - SAVS	2,625.00
124000 · Grants Receivable - Other	171,236.50
Total 124000 · Grants Receivable	184,453.50
Total 119999 · Grants and pledges receivable	184,453.50
125999 · Other receivables	
126000 · Construction In Progress	29.50
Total 125999 · Other receivables	29.50
Total Accounts Receivable	184,483.00
Other Current Assets	
170001 · Accm Amortiz-Right to Use Asset	-14,638.23
140000 · Unissued Donated Gift Cards	1,008.56
129999 · Prepaid expenses and other	
135000 · Prepaid expenses	12,980.49
Total 129999 · Prepaid expenses and other	12,980.49
Total Other Current Assets	-649.18
Total Current Assets	663,419.83
Fixed Assets	
149999 · Fixed assets	
150000 · Construction in Progress at YE	9,760.00
157000 · Children's Equipment	
860117e · DCF-C Equipment	3,500.00
157000 · Children's Equipment - Other	2,239.12
Total 157000 · Children's Equipment	5,739.12
155000 · Equipment	
155000a · DCF-B Equipment	3,970.00
155000 · Equipment - Other	47,393.05
Total 155000 · Equipment	51,363.05
Total 149999 · Fixed assets	66,862.17
164000 · Accum. depr. FF&E	-42,083.92
Total Fixed Assets	24,778.25

Attachment: Advocates of Ozaukee (Non-Profit Grants)

**Advocates of Ozaukee
Balance Sheet
As of August 31, 2023**

2:08 PM

09/13/23

Cash Basis

	Aug 31, 23
Other Assets	
170000 · Right to Use Asset	48,998.28
Total Other Assets	48,998.28
TOTAL ASSETS	737,196.36
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
201000 · Accounts Payable	2,584.70
Total Accounts Payable	2,584.70
Other Current Liabilities	
200429 · Rescue Funding Liability	150,000.00
209999 · Accrued liabilities	
210000 · Accrued salaries	28,100.96
211000 · Accrued Vacation	9,649.07
215000 · United Way-GM Payroll Deduction	-236.84
217000 · United Way-NO Payroll Deduction	323.10
Total 209999 · Accrued liabilities	37,836.29
Total Other Current Liabilities	187,836.29
Total Current Liabilities	190,420.99
Long Term Liabilities	
250000 · Lease Liability	37,319.62
Total Long Term Liabilities	37,319.62
Total Liabilities	227,740.61
Equity	
3900 · Net Assets	378,227.00
Net Income	131,228.75
Total Equity	509,455.75
TOTAL LIABILITIES & EQUITY	737,196.36

Attachment: Advocates of Ozaukee (Non-Profit Grants)

**Advocates of Ozaukee
Profit & Loss Budget Performance
August 2023**

2:12 PM
09/13/23
Cash Basis

	Aug 23	Budget	% of Budget	Jan - Aug 23	YTD Budget	% of Budget	Annual Budget
Ordinary Income/Expense							
Income							
436000 · ERG Income	64,875.00	58,200.00	111.5%	197,974.00	191,261.00	103.5%	191,261.00
436500 · Impact 100 Award	0.00	25,000.00	0.0%	65,000.00	40,000.00	162.5%	100,000.00
420010 · VAWA Income	3,723.00	4,200.00	88.6%	33,595.87	33,116.00	101.4%	50,000.00
499000 · In-Kind Rent	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
420000 · VOCA Income	36,697.00	14,300.00	256.6%	164,087.00	146,474.00	112.0%	210,874.00
427500 · United Way - Other	20.82	0.00	100.0%	112.80	0.00	100.0%	0.00
426000 · DCF Grant	19,734.70	16,250.00	121.4%	128,980.51	128,600.00	100.3%	201,000.00
427000 · United Way of Greater Milwaukee	25,794.08	24,700.00	104.4%	78,054.96	80,218.00	97.3%	104,910.00
428000 · United Way of Northern Ozaukee	0.00	0.00	0.0%	37,500.00	38,500.00	97.4%	77,000.00
430000 · OZ County SS Safe Home Grant	4,468.75	4,468.75	100.0%	35,750.00	35,750.00	100.0%	53,625.00
431000 · Sexual Assault Victims Grant	0.00	0.00	0.0%	22,974.50	31,125.00	73.8%	57,000.00
429000 · Rescue Funding	0.00	17,500.00	0.0%	0.00	105,000.00	0.0%	175,000.00
435000 · EFSP	3,409.00	8,000.00	42.6%	11,409.00	16,000.00	71.3%	16,000.00
425000 · Foundation Contributions	10,000.00	3,000.00	333.3%	59,804.07	48,000.00	124.6%	80,000.00
424000 · Corporate Contributions	224.46	800.00	28.1%	5,547.89	11,210.00	49.5%	20,310.00
421000 · Individual Contributions	3,375.00	1,000.00	337.5%	30,307.05	27,356.00	110.8%	75,656.00
422000 · Church Contributions	5,113.12	1,000.00	511.3%	14,612.12	9,500.00	153.8%	13,500.00
423000 · Civic & Community Contributions	0.00	950.00	0.0%	10,053.00	7,200.00	139.6%	11,000.00
681500 · CSN Salary/Exps Reimb	5,100.34	5,900.00	86.4%	25,387.72	50,150.00	50.6%	76,700.00
681600 · Friends, Inc. Reimbursement	0.00	0.00	0.0%	14,059.70	0.00	100.0%	0.00
619999 · Fundraising Income	0.00	2,510.00	0.0%	6,491.00	21,062.00	30.8%	31,102.00
541000 · Interest & investment income	223.53	250.00	89.4%	1,175.86	2,000.00	58.8%	3,000.00
6999999 · Miscellaneous	800.00			839.55			
Total Income	183,558.80	188,028.75	97.6%	943,716.60	1,022,522.00	92.3%	1,547,938.00
Gross Profit	183,558.80	188,028.75	97.6%	943,716.60	1,022,522.00	92.3%	1,547,938.00
Expense							
990000 · Rent Expense - In-Kind	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
810000 · Homelessness Prevention	21,244.00	19,018.00	111.7%	115,550.34	125,928.00	91.8%	201,600.00
860100 · Client Assistance	3,040.98	3,150.00	96.5%	26,743.71	18,900.00	141.5%	31,190.00
720999 · Salaries & Benefits	90,128.08	100,862.85	89.4%	566,945.24	636,651.58	89.1%	944,729.00
779999 · Communications	2,097.33	2,524.50	83.1%	17,124.62	19,112.00	89.6%	45,550.00
799999 · Shelter Expenses	1,389.74	24,235.00	5.7%	16,379.19	88,890.00	18.4%	132,350.00
760200 · Program Expenses	3,774.50	4,560.00	82.8%	39,225.36	34,515.00	113.6%	52,905.00
968900 · Fundraising	0.00	500.00	0.0%	6,322.00	6,500.00	97.3%	7,500.00

Attachment: Advocates of Ozaukee (Non-Profit Grants)

2:12 PM
09/13/23
Cash Basis

**Advocates of Ozaukee
Profit & Loss Budget Performance
August 2023**

	Aug 23	Budget	% of Budget	Jan - Aug 23	YTD Budget	% of Budget	Annual Budget
929999 - Administrative Costs	1,762.10	2,881.00	61.2%	24,197.39	28,126.00	86.0%	38,725.00
Total Expense	123,436.73	157,731.35	78.3%	812,487.85	958,622.58	84.8%	1,454,549.00
Net Ordinary Income	60,122.07	30,297.40	198.4%	131,228.75	63,899.42	205.4%	93,389.00
Net Income	60,122.07	30,297.40	198.4%	131,228.75	63,899.42	205.4%	93,389.00

Attachment: Advocates of Ozaukee (Non-Profit Grants)

September 12, 2023

Subject: Request for \$5,000 to help defray expenses at the National Flag Day Foundation for 2024.

Thank you very much for your past support and thank you for your leadership in our County. Your support along with our great volunteer team have allowed us to maintain the Americanism Center in Waubeka. We are continuing to fundraise to maintain the facilities. Last year we were able to repair sections of the roof and very soon we will need to repair/replace the driveway at the Americanism Center.

On June 14, 2004 U.S. Congress, by unanimous vote confirmed that Flag Day originated in Ozaukee County, Waubeka, Wisconsin. The history and the people, such as, Bernard Cigrand and President Wilson have dedicated themselves to the recognition of our Flag and this day only strengthens our resolve. The Americanism Center is a three-room museum and includes all 27 Star configurations of the U.S. Flag. Tours of the museum are given regularly and during the annual Flag Day event and at the annual Valentine Dinner & Auction.

This year we were once again able to have our traditional Valentine Dinner Auction. The event was well attended and we received many requests to continue on with this traditional fundraising evening. The 2024 event is scheduled to take place on Saturday, February 10th. Please contact us if you would like to attend we would love to see you.

The Flag Day 2023 observance was held on Sunday, June 11th in Waubeka. The program, parade, family day and fireworks were AMAZING, a great time was had.

Each year we offer an Essay Contest asking students throughout the country to answer the question, "What does the Flag mean to me?" Pam Schlenvogt managed the Essay Program and the presentation of prizes.

The Flag Day observance in Waubeka is free and is targeted to aid us with our mission of passing on the lesson of our Flag, the symbol of our great country. It is a very special day, and we look forward to a great event in 2024.

The 2024 observance is scheduled for Sunday, June 9, 2024. We plan to honor another special group. Our honorees in 2023 were the Women in the military and all Military Medical Personnel. Please mark your calendar and join us!

On behalf of our dedicated Team of volunteers, I thank you again for your support and the job you do for our great County and Country.

David Janik, President

Attachment: National Flag Day Foundation (Non-Profit Grants)

Income/Expense by Category - Year To Date

1/1/2023 through 9/20/2023

9/20/2023

Page 1

Category	1/1/2023- 1/31/2023	2/1/2023- 2/28/2023	3/1/2023- 3/31/2023	4/1/2023- 4/30/2023	5/1/2023- 5/31/2023	6/1/2023- 6/30/2023	7/1/2023- 7/31/2023	8/1/2023- 8/31/2023	9/1/2023- 9/20/2023	OVERALL TOTAL
INCOME										
2023 Flag Day Income	0.00	0.00	0.00	0.00	7,850.00	16,692.50	197.96	0.00	0.00	24,740.46
2023 Valentine Dinner & Auction-Inco...	8,995.00	32,737.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	41,972.00
Brick Progam - Donation	0.00	0.00	0.00	4.55	1,090.86	377.48	0.00	0.00	0.00	1,472.89
Gift Received	0.00	300.00	0.00	0.00	20.00	35.00	0.00	475.00	16.65	846.65
Grant Received	7,500.00	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	12,500.00
Interest Inc	3.09	3.43	4.26	1,300.50	4.59	4.33	2.55	0.00	0.00	1,322.75
MEMORIAL	0.00	1,210.00	0.00	150.00	75.00	0.00	0.00	0.00	0.00	1,435.00
Shirt & Hat Sales (Income)	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	40.00
FROM Brick Checking	0.00	0.00	0.00	0.00	0.00	299.00	0.00	0.00	0.00	299.00
FROM checking nfd	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00	0.00	50,000.00
TOTAL INCOME	16,498.09	34,250.43	244.26	1,455.05	14,080.45	17,408.31	50,200.51	475.00	16.65	134,628.75
EXPENSES										
Uncategorized	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2022 Flag Day Observance (Expenses)	0.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00	0.00	350.00
2023 Essay Contest Winner	0.00	0.00	0.00	0.00	0.00	1,125.00	0.00	0.00	0.00	1,125.00
2023 Flag Day Expense	0.00	0.00	0.00	126.25	1,778.87	20,488.16	232.40	0.00	0.00	22,625.68
2023 Valentine Dinner & Auction-Exp...	330.00	9,242.28	3,344.67	826.43	0.00	0.00	0.00	0.00	0.00	13,743.38
AMERICANISM EXP	75.00	250.00	0.00	0.00	0.00	2,408.53	540.00	690.00	0.00	3,963.53
BRICK ENGRAVING	0.00	0.00	0.00	0.00	349.00	0.00	0.00	0.00	0.00	349.00
FLAGDAY EXPENSE	0.00	0.00	352.35	0.00	0.00	0.00	0.00	0.00	0.00	352.35
Insurance, Bus	3,542.00	-35.00	0.00	0.00	70.00	0.00	0.00	0.00	0.00	3,577.00
Misc	0.00	0.00	95.00	0.00	90.00	0.00	0.00	0.00	0.00	185.00
Miscellaneous, Bus	0.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
Repairs	0.00	16.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.85
Supplies	0.00	0.00	612.13	0.00	90.00	0.00	0.00	0.00	0.00	702.13
Supplies, Bus	0.00	0.00	0.00	0.00	0.00	323.76	13.88	0.00	0.00	337.64
Utilities	1,157.66	1,008.00	1,141.45	955.46	448.94	259.47	327.59	217.24	219.69	5,735.50
TO cd 7173288-2021	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00	0.00	50,000.00
TO checking nfd	0.00	0.00	0.00	0.00	0.00	299.00	0.00	0.00	0.00	299.00
TOTAL EXPENSES	5,104.66	10,482.13	6,045.60	1,908.14	2,826.81	24,903.92	51,463.87	907.24	219.69	103,862.06
OVERALL TOTAL	11,393.43	23,768.30	-5,801.34	-453.09	11,253.64	-7,495.61	-1,263.36	-432.24	-203.04	30,766.69



Ozaukee Youth Apprenticeship

A Partnership of Education, Business, Community, Government and Ozaukee Economic Development

ozaukeeya.com

John Higgins
Consortium Coordinator
john.higgins@pwssd.k12.wi.us
 (262) 268-6074

John Duba
Co-Coordinator
john.duba@pwssd.k12.wi.us
 (262) 268-6089

427 W. Jackson St., Port Washington, WI 53074

Mr. Jason Dzwinel
 Ozaukee County Administrator
 121 W. Main Street
 Port Washington, WI 53074

September 7, 2023

Dear Mr. Dzwinel:

Once again, we would like to thank the Ozaukee County Board for the generous support in 2022 and 2023. Ozaukee Youth Apprenticeship (OYA) is a state and school district funded school-to-work program that has been active in Ozaukee County since 1993. Starting out with the title Workforce 2010, then Workforce 2020 and now OYA, its purpose is to provide a highly successful talent acquisition strategy in which employers hire high school juniors and/or seniors for one or two-year apprenticeships. During their apprenticeships, students continue working towards high school graduation taking high school or technical college courses related to the profession. The OYA program provides students with exposure to career options and mentor-led hands-on paid work experiences in a career they wish to pursue after high school. OYA also creates a pipeline of future employees for Ozaukee County employers, currently a critical need.

Since 1993, over 179 employers including, RAM Tool, Aurora Medical Center Grafton, Schmit Bros, Kapco Metal Stamping, Port Washington State Bank, KMC Stamping, Charter Steel, Cedarburg Veterinary Clinic, and J & H Heating, just to name a few. Our participating employers have hired more than 1,218 Youth Apprentices from Ozaukee County area high schools. Employers extend permanent job offers to more than 75 percent of the graduating Youth Apprentices statewide annually and that number is higher for Ozaukee Youth Apprenticeship. This benefits Ozaukee County employers by keeping workers and their talents local.

Moving forward, we are extremely excited for our future, and we believe that there is an increasing opportunity to offer this vocational/career experience to more students and employers. Ozaukee Youth Apprenticeship is in a critical phase of growth and has the potential to reach more students and new and existing employers. In addition, we want to ensure our students have access to more training and exposure, especially in those areas where they can earn industry-recognized certifications. Over the next 3-5 years, OYA is working on coordinated efforts to increase students' interest in Youth Apprenticeship as well as their applications for Youth Apprenticeship opportunities increasing subsequent filled opportunities, while eliminating our need to require our participating high schools' financial obligations.

In the 2022-'23 school year, last year's County funding for almost thirty students who received training and certification as Certified Nursing Assistants as well in OSHA-10 and First-Aid for the construction industry. This year we would once again like to ask The Ozaukee County Board to help OYA prepare more students with training and qualifications in their chosen areas of interest. We are asking that the County Board consider awarding OYA grant funding in the amount of \$10,000.00. These funds will be used to fund additional training and provide industry recognized certifications in OSHA 10, First-Aid, Solid Works (Information Technology), Welding (through the Advanced Welding Institute), Marketing (through the WI Department of Public Instruction) Certified Nursing Assistance (through MATC and the State of WI) to name a few. Ozaukee Youth Apprenticeship will continue to meet with its participating schools, employers and other industry professionals to target additional certifications that would provide students with "Credential Currency" as they pursue their post-secondary careers and education.

If you require additional information, we would be happy to share more in-person or electronically. Please feel free to contact either of us at your convenience.

Respectfully,

Ozaukee Youth Apprenticeship
 John Higgins/John Duba Coordinators

Attachment: Ozaukee Youth Apprenticeship Program (Non-Profit Grants)

Ozaukee Youth Apprenticeship Advisory Board Report

Revenue

DWD YAP 2022-2023 Grant (Project 719)	\$117,700.00
Oz Youth Apprentice Consortium Funds (Match 2022-2023) (Project 722)	\$33,500.00
Consortium Carryover Funds (unspent from previous years)	\$33,960.60
Other Miscellaneous Revenue	\$15,000.00
Total Available Funds 2022-2023	\$200,160.60

Expenditures

		Paid	Project 719	Project 722
Salary/Fringe Year to Date	\$97,224.98	6/30/2023	\$96,337.99	\$886.99
Other Coordination Cost:				
National Pen	\$535.30	8/5/2022	X	
ODP (Office Depot)	\$277.39	8/19/2022	X	
J.Duba (Supply Reimbursement)	\$21.67	9/23/2022	X	
Amazon #231142	\$26.99	8/19/2022	X	
J.Duba Mileage	\$203.75	12/9/2022	X	
ODP (Office Depot)	\$210.86	11/4/2022		X
ODP (Office Depot)	\$62.60	3/23/2023	X	
WIX.com	\$644.55	4/26/2023		X
J.Duba Mileage	\$401.74	6/22/2023	X	
Office Supplies	\$67.78	6/22/2023	X	
Admin Cost:				
None as of 6/30/23				
Student Cost:				
Safety in a Heartbeat	\$455.00	8/12/2022	X	
Consulting, Educaton & Wellness	\$170.00	9/30/2022	X	
Moraine Park (CNA Tuition)	\$341.20	8/12/2022	X	
MATC (CNA Tuition)	\$510.75	9/16/2022	X	
J.Duba (First Aid Class Snack)	\$70.22	9/23/2022	X	
CareerSafe	\$64.00	12/19/2022	X	
Consulting, Educaton & Wellness	\$245.00	6/2/2023	X	
Venue Rental (Recognition Night)	\$308.70	6/2/2023	X	
Ozaukee Nonprofit Center	\$105.00	6/2/2023	X	
Colony Services	\$405.00	6/30/2023	X	
Port Publications	\$550.00	6/30/2023	X	
RH Insitute of Tech (S.Kurten)	\$500.00	6/22/2023	X	
MATC (E.Bridges)	\$500.00	6/30/2023	X	
MATC (H.Tretow)	\$500.00	6/16/2023	X	
MATC (F.Henckel)	\$525.25	6/16/2023	X	
NE WI Tech (M.Knier)	\$500.00	6/16/2023	X	
Grafton Chamber	\$179.09	6/2/2023	X	
Certificate Holders	\$104.96	6/2/2023	X	
Recognition Plaques	\$1,067.00	6/2/2023	X	
Consulting, Educaton & Wellness	\$140.00	6/22/2023	X	
Interview Snacks	\$50.00	6/2/2023	X	
Out & Out Catering	\$1,073.64	6/2/2023	X	
Employer Cost:				
None as of 6/30/23				
Scholarships:				
Moraine Park - B.Lederer	\$500.00	8/12/2022	X	
Total Expenditures	\$108,542.42			

Balance (as of June 30, 2023)	\$91,618.18
Unused Grant (return)	-\$10,899.98
Balance (as of June 30, 2023)	\$80,718.20

Family Promise of Ozaukee County

Profit and Loss

January 1 - September 8, 2023

	TOTAL
Income	
300 Contributions	
302 Individuals	31,477.71
304 Foundations	242,306.60
306 Businesses	9,109.42
308 Congregations	20,599.11
310 Civic	1,700.00
313 Portlight Project	498.00
340 Special Event Revenue	19,934.21
346 Spring Fundraiser	3,625.00
Total 340 Special Event Revenue	23,559.21
Total 300 Contributions	329,250.11
445 Government Contracts	
447 SSO CE Grant	15,753.42
448 EHH Grant	61,889.92
452 EFSP	2,500.00
458 CDBG CV	606,810.71
459 YHDP Grant	38,491.81
462 SSO CE DV	3,050.00
463 Safe Shelter and Homeless Grant	5,175.00
Total 445 Government Contracts	733,670.91
45000 Investments	
45030 Interest-Savings, Short-term CD	1,815.90
Total 45000 Investments	1,815.90
461 Other Agency Support	25,000.00
Total Income	\$1,089,737.01
GROSS PROFIT	\$1,089,737.01
Expenses	
5000 Family Promise Staff	1,572.61
500.1 Wages - CEO	23,764.10
500.02 HPP - Administration	1,723.00
500.03 ESG - Administration	209.50
500.10 SSO CE Administration	1,677.21
500.81 CDBG CV wages	39,334.50
Total 500.1 Wages - CEO	66,708.51

Attachment: Family Promise of Ozaukee (Non-Profit Grants)

	TOTAL
500.13 Wages - Coordinated Entry	13,490.84
500.1302 SSO CE Assessment	4,364.00
500.1304 SSO CE Case Management	4,576.00
500.1306 SSO CE Housing Search	3,236.30
500.1308 SSO CE Outreach	1,038.80
500.1310 SSO CE DV Services - Assessment	1,500.00
500.1311 SSO CE DV Services - Case Management	100.00
500.1312 SSO CE DV Services - Outreach	1,100.00
Other Miscellaneous Service Cost	-572.60
SSO CE DV Services - Admin	350.00
Total 500.13 Wages - Coordinated Entry	29,183.44
500.19 Wages - Housing Programs Manager	
500.11 SSO CE Assessment	1,050.00
500.26 ESG - Administration	1,763.90
500.27 HPP - Administration	2,318.90
Total 500.19 Wages - Housing Programs Manager	5,132.90
500.2 Wages - Rapid Rehousing Services	
500.21 ESG -RRH Housing Services	11,100.00
500.22 HPP - RRH Housing Services	19,661.70
Total 500.2 Wages - Rapid Rehousing Services	30,761.70
500.3 Wages - Shelter Services	2,190.30
500.25 Shelter Case Management	87,954.90
500.82 CDBG wages	34,114.80
Total 500.3 Wages - Shelter Services	124,260.10
500.5 Wages - Program Assistant	4,305.60
500.6 Wages - Drivers	435.00
500.7 Shelter Advocates	108,095.50
504 Payroll Taxes	32,093.50
505 WI State Unemployment	1,311.90
506 Insurance - Worker's Comp	1,363.00
507 Employee Benefits	4,000.00
508 Health Insurance	68,632.70
508.1 Dental/Vision coverage	3,210.50
508.2 Health Club Membership	591.00
Total 508 Health Insurance	72,434.30
Total 5000 Family Promise Staff	481,658.24
510.34 YHDP System Nav Cell phone	362.50
5400 Operations	
5050 Outreach	4,500.00
5050.01 Outreach Materials and Equipment	956.50
Total 5050 Outreach	5,456.50

Attachment: Family Promise of Ozaukee (Non-Profit Grants)

	TOTAL
5100 Day Center Occupancy Expense	1,372.40
513 Real Estate Tax	105.00
514 Day Center Supplies	1,011.30
515 Repairs and Maintenance	2,721.00
517 Insurance - Gen & Liab	13,723.60
519 Utilities	798.40
519.1 Util - Gas & Electric	10,676.70
519.2 Utilities - Water	1,379.40
519.3 Waste Removal	823.30
Total 519 Utilities	13,678.00
540 Cleaning and PPP Supplies	2,025.00
Total 5100 Day Center Occupancy Expense	34,636.40
5200 Transportation Expenses	
500.9 Taxi Tickets/Gas Cards	300.00
552 Van - Maint & Repairs	614.10
553 Van - Fuel	593.00
Total 5200 Transportation Expenses	1,507.20
5300 ESG CV Temporary Emergency Shelter	
5302 TES Shelter Operations	11.40
Total 5300 ESG CV Temporary Emergency Shelter	11.40
541 Furnishings and Equipment	12,485.40
548 Homeless Family Emergency Funds	117.60
549 Training Materials	494.30
565 Affiliation Fee- Family Promise	0.00
593 Shelter Meals	174.80
Total 5400 Operations	54,883.80
5500 Fundraising Expense	6,870.60
531 Annual Campaign	1,056.80
532 Golf outing	132.90
533 Miscellaneous	1,970.90
537 Spring Fundraiser	2,209.50
Total 5500 Fundraising Expense	12,240.90
5600 General and Administrative	596.00
510 Communications	2,106.40
510.1 Hardware (Computers, Servers, keyboards, etc.)	2,122.60
510.2 Software (Microsoft, etc.)	3,188.90
510.3 Telephone	1,663.50
510.31 RRH Cell Phone Costs	650.80
510.32 Shelter Services Cell Phone	1,087.60
Total 510.3 Telephone	3,402.10
Total 510 Communications	10,820.10
571 Professional Fees	17,717.40
572 Office Equipment; Non computer	2,677.60
574 Meeting Expense	1,003.90
576 Miscellaneous	10,113.40
577 Mileage Reimb. staff	2,706.40
580 Office Supplies	7,148.80

Attachment: Family Promise of Ozaukee (Non-Profit Grants)

	TOTAL
582 Photocopying/Printing	2,623.48
583 Postage	372.00
585 Professional Development	920.50
586 Service Fees - Bank Charges	256.75
Total 5600 General and Administrative	56,956.65
5700 EHH 20/21 Housing Payments Expense	
571.1 ESG RRH Housing Payments (Non-Covid)	1,839.50
571.11 ESG RRH Financial Assistance (Non-Covid)	3,800.00
571.2 HPP RRH Housing Payments	29,888.00
571.21 HP RRH Financial Assistance	25.00
Total 5700 EHH 20/21 Housing Payments Expense	35,552.50
5701 EHH 21/22 Housing Payment Expenses	
574.2 ESG 21/22 RRH Rent Payments	5,022.40
Total 5701 EHH 21/22 Housing Payment Expenses	5,022.40
575 Motel Vouchers	
575.2 Shelter Motel Vouchers	3,901.00
Total 575 Motel Vouchers	3,901.00
578 Homeless Prevention Rent Assistance	59,398.90
579 CDBG CV Portlight	8,370.20
579.2 Construction	25,543.80
579.4 Operations	5,290.00
Total 579 CDBG CV Portlight	39,204.10
YHDP Services Navigator	22,260.20
YHDP SSO CE	425.00
YHDP SSOCE ASSESSMENT	2,200.00
YHDP SSOCE CASE MANAGEMENT	1,500.00
YHDP SSOCE HOUSING	1,250.00
YHDP SSOCE OUTREACH	1,000.00
Total YHDP SSO CE	6,375.00
YHDP SSOCE ADMIN	534.50
Total Expenses	\$778,351.00
NET OPERATING INCOME	\$311,386.00
Other Expenses	
TSA Lodging	803.10
Total Other Expenses	\$803.10
NET OTHER INCOME	\$ -803.10
NET INCOME	\$310,582.90

Attachment: Family Promise of Ozaukee (Non-Profit Grants)

OZAUKEE COUNTY HISTORICAL SOCIETY

As of August 31, 2023

OZAUKEE COUNTY HISTORICAL SOCIETY

BANK ACCOUNTS

		as of 8/31/2023	as of 7/31/2023	Difference
BMO BANK CHECKING - PRIMARY CHECKING ACCT.	XXX4492	\$35,917.95	\$21,490.13	\$14,427.82
PWSB CD - OPERATING CHECKING	XXX5968	\$75,000.00	\$75,000.00	\$0.00 *
BMO BANK CHECKING - OCHS SPECIAL ACCOUNT (RR Depot Restor)	XXX9175	\$6,965.20	\$6,965.20	\$0.00
BMO BANK MONEYMARKET - WAGON/BUGGY/EQUIPMENT FUND	XXX6673	\$1,614.02	\$1,613.95	\$0.07
BMO BANK CHECKING - CABOOSE RESTORATION FUND	XXX4545	\$9,026.95	\$26,749.20	(\$17,722.25)
BMO BANK CHECKING - PIONEER VILLAGE HALL FUND	XXX7340	\$13,789.16	\$13,727.55	\$61.61
PWSB CD - VILLAGE HALL FUND	XXX5944	\$15,000.00	\$15,000.00	\$0.00 *
BMO BANK CHECKING - HERITAGE ACCT (Square -Credit/Debit Cards)	XXX9886	\$8,664.15	\$6,107.84	\$2,556.31
PWSB CHECKING - LIBERTY FUND (Vanco -Credit/Debit Cards)	XXX2067	\$8,859.48	\$6,475.99	\$2,383.49
PWSB CD -CAPITAL FUND RAISING	XXX5024	\$34,950.06	\$34,950.06	\$0.00 *
PWSB CHECKING - CAPITAL FUND RAISING FUND	XXX3949	\$101.24	\$101.24	\$0.00
PWSB CD - REPAIR FUND	XXX5872	\$3,374.10	\$3,374.10	\$0.00 *
BANK ONE MM - REPAIR FUND (Closed)	XXX1823	\$0.00 ***	\$0.00	\$0.00
Total		\$213,262.31	\$211,555.26	\$1,707.05
PWSB BANK CD - DOBBERPUHL SCHOLARSHIP FUND (restricted)	XXX1816	\$2,621.22	\$2,613.56	\$7.66
PWSB CD - INTERURBAN PRESERVATION (donor restricted)	XXX5016	\$25,000.00	\$25,000.00	\$0.00 *
PWSB MM- INTERURBAN PRESERVATION FUND (donor restricted)	XXX1446	\$14,682.11	\$14,677.75	\$4.36
BMO BANK CKG-STONY HILL SCH. PRESERV.FUND (donor restricted)	XXX8244	\$4,618.29	\$4,592.29	\$26.00
PWSB CD - LAUBENHEIMER FUND (donor restricted)	XXX2408	\$36,491.88	\$36,491.88	\$0.00
BMO BANK - OZAUKEE INTERURBAN TRAIL FND (restricted) Oz County	XXX0133	\$80,588.54 As of 6/30/23	\$80,588.54	\$0.00
BMO BANK - O.I.T BIRDING GUIDE PROJ. (restricted) Oz County	XXX4408	\$2,961.00 As of 6/30/23	\$2,961.00	\$0.00
Total		\$166,963.04	\$166,925.02	\$38.02

*new CD

*** Closed account

Attachment: Ozaukee County Historical Society (Non-Profit Grants)

1:50 PM

09/11/23

Cash Basis

Ozaukee County Historical Soc.

Profit & Loss

January through August 2023

Jan - Aug 23

Ordinary Income/Expense

Income

400 Membership

400-01 Membership-Individual	1,135.00
400-02 Membership-Family	1,000.00
400-03 Member-Sustaining Indivi	150.00
400-04 Member-Sustaining Family	400.00

Total 400 Membership 2,685.00

415 Tours/Admissions

415-01 School Tours	2,182.50
415-03 Special Tours	64.00
415-04 General Admissions	1,128.00
415-05 Misc.	5.00
415-06 Donations	21.00

Total 415 Tours/Admissions 3,400.50

420 Sales-Arch. Research Center

420-03 Archive Research Fee	257.00
420-04 Misc.Book/Periodicals	18.00
420-05 Photo Jour. Book	55.00
420-06 Maps/PCards	15.00
420-13 Misc. Donations	26.00

Total 420 Sales-Arch. Research Center 371.00

424 Gift Shop-Sales

424-02 Gift Shop-Open Days	5.00
424-05 Gift Shop-Bluegrass	167.45
424-16 Gift Shop Donations	11.00

Total 424 Gift Shop-Sales 183.45

430 Donations

430-01 Archives-Donation	766.35
430-03 Archives Hist.Pres. Fund	5.00
430-04 Caboose Fund	29,870.25
430-05 Oz. County Grant	45,500.00
430-06 General Donations	1,464.00
430-09 Memorials	100.00
430-10 PioneerVillageRestor	124.00
430-12 Contributions-Other	1,033.00
430-14 Stony Hill School	1,101.00
430-17 Qtrly Mtg Sponsor	75.00
430-18 Train Station Restoratio	150.00
430-21 AmazonSmile	61.54

Total 430 Donations 80,250.14

440 Event Income

44002 Flag Day

44002-05 Sponsorship	250.00
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Total 44002 Flag Day 250.00

44003 WWII Reinactment

44003-01 Admissions	3,118.00
44003-02 Food	2,096.70
44003-04 Beer/Wine	122.00
44003-05 Sponsorship	3,450.00
44003-06 Donations	118.52
44003-14 WWII School Tours	502.00

Total 44003 WWII Reinactment 9,407.22

Attachment: Ozaukee County Historical Society (Non-Profit Grants)

1:50 PM

09/11/23

Cash Basis

Ozaukee County Historical Soc.

Profit & Loss

January through August 2023

	Jan - Aug 23
44005 Bluegrass Festival	
44005-01 Admissions	8,932.05
44005-02 Food	2,717.52
44005-04 Beer/Wine	2,452.00
44005-05 Sponsorship	3,950.00
44005-06 Donations	362.17
44005-09 Auction/Raffle/Rummage	1,833.00
44005-12 Merchandise	646.00
Total 44005 Bluegrass Festival	20,892.74
44006 Harry Potter@The Village	
44006-01 Admissions	5,525.00
44006-02 Food	1,386.86
44006-03 Soda/Water	57.75
44006-06 Donations	166.64
44006-11 Miscellaneous	73.00
44006-12 Merchandise	1,430.50
44006-13 Great Hall Dinner	1,275.00
Total 44006 Harry Potter@The Village	9,914.75
44008 Rummage @Archives	
44008-09 Auction/Raffle/Rummage	1,763.05
Total 44008 Rummage @Archives	1,763.05
44018 Car Show Event	
44018-02 Food	981.00
44018-04 Beer/Wine	239.00
44018-06 Donations	127.00
44018-09 Raffle	230.00
44018-13 Car/TruckRegistration	440.00
Total 44018 Car Show Event	2,017.00
44020 Fire Up the Forge Event	
44020-01 Admissions	1,726.49
44020-02 Food	845.84
44020-06 Misc. Donations	50.00
Total 44020 Fire Up the Forge Event	2,622.33
44023 WWII Concert	
44023-12 Concert Admissions	3,744.00
Total 44023 WWII Concert	3,744.00
Total 440 Event Income	50,611.09
450 Other Income	
450-01 Misc. Income	900.00
450-04 Village Hall Rental	700.00
450-07 Classes/Teaching	300.00
Total 450 Other Income	1,900.00
451 Meetings & Programs	
451-02 Quarterly Mtg. & Program	-50.00
Total 451 Meetings & Programs	-50.00
455 Interest/Dividends	708.10
Total Income	140,059.28
Gross Profit	140,059.28

Attachment: Ozaukee County Historical Society (Non-Profit Grants)

1:50 PM

09/11/23

Cash Basis

Ozaukee County Historical Soc.

Profit & Loss

January through August 2023

	Jan - Aug 23
Expense	
502 Event Expense	
50200 General Event Expenses	
50200-01 Food	251.28
50200-02 Soda/Water	76.00
50200-04 Supplies	74.33
50200-09 Miscellaneous	185.47
Total 50200 General Event Expenses	587.08
50202 Flag Day Event	
50202-01 Food	-17.00
50202-02 Soda/Water	9.00
50202-05 Advertising	380.69
50202-07 Equipment	9.26
50202-08 Services	170.25
50202-09 Miscellaneous	78.93
Total 50202 Flag Day Event	631.13
50203 WWII Reinactment Event	
50203-01 Food	651.46
50203-02 Soda/Water	99.80
50203-03 Beer/Wine	88.50
50203-04 Supplies	23.90
50203-05 Advertising	506.64
50203-06 Printing/Copying	197.63
50203-07 Equipment	125.00
50203-08 Services	150.00
50203-09 Miscellaneous	125.00
50203-10 Seed Money	0.00
50203-12 Credit Card Charges	70.45
50223-14 Concert Services	1,321.98
Total 50203 WWII Reinactment Event	3,360.36
50205 Bluegrass Festival Event	
50205-01 Food	208.72
50205-03 Beer/Wine	15.00
50205-05 Advertising	572.50
50205-06 Printing/Copying	128.60
50205-07 Equipment	1,726.00
50205-08 Services	5,170.00
50205-09 Miscellaneous	25.50
50205-10 Seed Money	-50.00
50205-11 Vanco /Square fees	96.38
Total 50205 Bluegrass Festival Event	7,892.70
50206 Harry Potter Event	
50206-01 Food	493.99
50206-02 Soda/Water	363.07
50206-04 Supplies	483.83
50206-05 Advertising	482.76
50206-06 Printing/Copying	11.06
50206-07 Equipment	70.58
50206-08 Services	900.00
50206-09 Miscellaneous	78.84
50206-10 Seed Money	0.00
50206-11 Vanco/Square CC Fees	217.48
50206-12 Gift Merchandise	80.00
Total 50206 Harry Potter Event	3,181.61

Attachment: Ozaukee County Historical Society (Non-Profit Grants)

1:50 PM
09/11/23
Cash Basis

Ozaukee County Historical Soc.
Profit & Loss
January through August 2023

	Jan - Aug 23
50207 Autumn@Village/Farm Days	
50207-04 Supplies	34.29
50207-05 Advertising	60.00
50207-06 Printing/Copying	225.00
Total 50207 Autumn@Village/Farm Days	319.29
50208 Rummage@Archives Event	
50208-05 Advertising	39.10
50208-07 Equipment	88.50
50208-10 Seed Money	0.00
Total 50208 Rummage@Archives Event	127.60
50218 Car Show	
50218-01 Food	270.55
50218-03 Beer/Wine	82.50
50218-05 Advertising	329.49
50218-06 Printing/Copying	9.10
50218-08 Services	170.25
50218-09 Miscellaneous	231.12
50218-10 Seed Money	0.00
50218-12 Credit Card Charges	3.28
50250218-02 Soda/Water	139.08
Total 50218 Car Show	1,235.37
50220 Fire Up the Forge Event	
50220-01 Food	377.22
50220-02 Soda/Water	35.07
50220-05 Advertising	336.24
50220-09 Miscellaneous	75.00
50220-10 Seed Money	0.00
Total 50220 Fire Up the Forge Event	823.53
50221 Train Show	
50221-05 Advertising	55.00
Total 50221 Train Show	55.00
50223 WWII Concert	
50223-11 Credit Card Charges	40.80
50223-13 Concert Advertising	446.24
50223-15 Concert printing	119.00
50223-16 Concert/Venue Rental	897.50
Total 50223 WWII Concert	1,503.54
Total 502 Event Expense	19,717.21
503 Gift Shop	
503-05 Equipment	239.22
Total 503 Gift Shop	239.22
508 Membership Expense	
508-01 Membership	185.00
508-02 Postage	63.00
508-03 Printed Envelopes	97.50
Total 508 Membership Expense	345.50
511 Volunteer Expense	
511-01 Board Meeting Expense	61.66
511-03 Volunteer Dinner Expense	252.17
Total 511 Volunteer Expense	313.83

Attachment: Ozaukee County Historical Society (Non-Profit Grants)

1:50 PM
09/11/23
Cash Basis

Ozaukee County Historical Soc.
Profit & Loss
January through August 2023

	Jan - Aug 23
513 Quarterly Meeting Expense	
513-01 Misc. Expense	117.80
513-03 Rental Expense	75.00
Total 513 Quarterly Meeting Expense	192.80
514 Petty Cash	
514-03 WelcomeCenter Petty Cash	250.00
Total 514 Petty Cash	250.00
518 Newsletter	
518-01 Newsletter Printing	1,361.00
518-02 Postage-Newsletter	648.30
Total 518 Newsletter	2,009.30
520 Advertisement/Promotional	
520-03 Printing	35.00
520-05 Adver.- Pioneer Village	695.00
520-06 Advertising-General OCHS	1,088.00
520-07 Display/Booth Exp.	65.00
Total 520 Advertisement/Promotional	1,883.00
522 Classes/Teaching Expenses	170.00
524 Insurance	
524-01 Comprehensive	5,632.00
524-02 Workers' Comp	903.00
524-03 Umbrella Policy	562.00
Total 524 Insurance	7,097.00
525 Dues-Subsc-Membersh-Researc	
525-01 Dues/Membership	255.00
525-02 Subscriptions	399.55
525-03 Outside Research Fee	65.00
Total 525 Dues-Subsc-Membersh-Researc	719.55
529 Licenses-Permits-Reg.	54.00
532 Office Expense	
532-01 Postage and Mailing	253.50
532-02 Archive Stor/Sup.	409.87
532-03 Copier/Printer Expenses	1,314.38
532-04 Usage for Black & Color	301.24
532-05 General Office Expense	81.12
532-06 Miscellaneous Office Exp	382.34
532-10 Credit/Debit Transaction	133.14
532-11 Storage Rental	692.00
Total 532 Office Expense	3,567.59
533 IT/Computer Expense	
533-02 Computer Equipment	570.94
533-08 5G WIFI/internet@Village	678.72
Total 533 IT/Computer Expense	1,249.66
535 Repair/Maint/Equip/Supplies	
53501 Archives/Int. Depot/Wirth	
53501-01 Repairs/Maintenance	50.00
53501-07 IT Services	1,820.00
53501 Archives/Int. Depot/Wirth - Other	550.00
Total 53501 Archives/Int. Depot/Wirth	2,420.00

Attachment: Ozaukee County Historical Society (Non-Profit Grants)

1:50 PM
09/11/23
Cash Basis

Ozaukee County Historical Soc.
Profit & Loss
January through August 2023

	Jan - Aug 23
53502 Pioneer Village	
53502-01 Repairs/Maintenance	2,272.63
53502-02 Equipment	6,657.87
53502-03 Septic/Lavatory	398.00
53502-04 Dumpster/Trash	282.94
53502-05 Supplies	1,928.29
53502-07 Services	200.00
53502-08 Landscaping	219.97
Total 53502 Pioneer Village	11,959.70
53503 Caretaker House	
53503-01 Repairs/Maintenance	-4.27
53503-02 Equipment	8.69
Total 53503 Caretaker House	4.42
53504 Village Hall	
53504-01 Repairs/Maintenance	28.99
53504-02 Equipment	147.68
53504-05 Supplies	190.96
Total 53504 Village Hall	367.63
53505 Stony Hill School	
53505-02 Equipment	1,030.00
53505-03 Septic/Lavatory	371.43
53505-08 Landscaping	2,250.00
Total 53505 Stony Hill School	3,651.43
Total 535 Repair/Maint/Equip/Supplies	18,403.18
538 Restoration-Bldg/Facilities	
53802 Pioneer Village Buildings	241.06
53806 Railroad Station	0.00
53807 Draeger House (Welcome Ce	6,028.10
53808 Caboose Restoration	46,382.54
53809 Pioneer Village Fence	232.23
53812 Pioneer Village Fence	11,296.99
Total 538 Restoration-Bldg/Facilities	64,180.92
540 Utilities	
541-01 Electric-Caretaker House	1,159.01
541-02 Gas-Caretaker House	547.51
542-01 Elec.-Depot/Village Hall	2,319.98
542-02 Gas-Depot/Village Hall	747.69
543-01 Elec.-Grist Mill/Misc.	237.11
543-02 Elec.-Area Lighting P.V.	341.73
544-01 Elec.-Stony Hill School	130.68
545-01 Elec.-InterurbanArchives	957.48
545-02 Gas-Interurban/Archives	1,253.10
545-03 Water & Sewer-Interurban	290.25
546-01 Elec.- Welcome Center	154.47
546-01 Internet/Phone-Archives	1,359.76
549-02 Utility Credits	-40.18
Total 540 Utilities	9,458.59
555 Bank Service Charge	56.00
591 Payroll Taxes Paid	
591-02 Medicare Tax Paid	155.92
591-03 Social Sec. Taxes Paid	666.71
591-04 Adjustment (Rounding)	0.01
Total 591 Payroll Taxes Paid	822.64
596 Cedarburg Property Tax	79.58

Attachment: Ozaukee County Historical Society (Non-Profit Grants)

1:50 PM

09/11/23

Cash Basis

Ozaukee County Historical Soc.

Profit & Loss

January through August 2023

	Jan - Aug 23
597 Payroll Expenses	
597-01 Caretaker Wages	5,600.00
597-02 Part Time Wages	2,865.00
Total 597 Payroll Expenses	8,465.00
Voided	0.00
Total Expense	139,274.57
Net Ordinary Income	784.71
Net Income	784.71

1:51 PM

Ozaukee County Historical Soc.

Balance Sheet

09/11/23

As of August 31, 2023

Cash Basis

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
#General Checking X4492	21,676.51
CabooseRestor BMO X4545	9,026.95
Capital Fund CD PWSB X5024	34,950.06
Capital Fund Raising-PWSB X3949	101.24
DobberpuhlScholar-PWS-CD X1816	2,621.22
Heritage/Square-BMO CKG X9886	22,237.53
Interurban Pres CD PWSB X5016	25,000.00
Interurban Preser PWSB-MM X1446	14,682.11
Liberty Fund - PWSB CKG X2067	8,859.48
OCHS Operating CD - PWSB X5968	75,000.00
OCHS Repair Fund CD -PWSB X5872	3,374.10
OCHS Special Acct-BMO CKG X9175	6,965.20
PioneerVillageHall CD PWSBX5944	15,000.00
PioneerVillageHall MM BMO X7340	14,039.16
Repair Fund MM-Bank 1st X1823	0.06
Wagon-Buggy-Eqpt MM-BMO X6673	1,614.02
xLaubenheimerFund(R) PWSBCD2408	36,491.88
xStonyHillPreservation(R) X8244	4,618.29
Total Checking/Savings	296,257.81
Other Current Assets	
Petty Cash Archives	25.00
Total Other Current Assets	25.00
Total Current Assets	296,282.81
Fixed Assets	
125 Fixed Assets	3,432,421.00
130 Equipment	7,199.00
135 Train Station Restoration	39,629.86
140 Accumulated Depreciation	-1,676.37
Total Fixed Assets	3,477,573.49
TOTAL ASSETS	3,773,856.30
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
510 Wages & Salaries	
510-02 Tour Guides-P.T. Wages	-174.96
Total 510 Wages & Salaries	-174.96
Total Other Current Liabilities	-174.96
Total Current Liabilities	-174.96
Total Liabilities	-174.96
Equity	
300 Opening Balance Equity	3,579,798.17
Unrestricted Net Assets	193,448.38
Net Income	784.71
Total Equity	3,774,031.26
TOTAL LIABILITIES & EQUITY	3,773,856.30

Attachment: Ozaukee County Historical Society (Non-Profit Grants)



2023 OZAUKEE COUNTY TOURISM COUNCIL REPORT

The Ozaukee County Tourism Council (OCTC) consists of 14 volunteer board members that meet bi-monthly on the first Monday of the month. Membership includes representatives from all regions of the county and includes County Tourism Promotion entities, Chambers of Commerce, Ozaukee Economic Development, Ozaukee County Parks and Planning, hotels, restaurants, festivals, and museums. The partners membership dues (currently 112 partners) provide additional financial support for tourism initiatives and helps to support the staff, a part-time Executive Director, Kathy Meulemans, and a part time Administrative Assistant, Mikayla Schowalter (15-20 hours weekly combined).

The purpose of the Council is to attract more visitors to Ozaukee County by promoting the unique and inviting communities within our County along with the amazing natural assets, attractions, hotels, shops, restaurants, farmer's markets, festivals and other events held here. Tourism is an important industry that generates substantial revenue which benefits the county and its residents. In addition to attracting more tourists, OCTC also encourages Ozaukee County residents to enjoy the many assets in their own County.

2022 Tourism Results

Tourism increased in 2022, with a total economic impact growth in Ozaukee County of 9.9% according to the Tourism Economic Impact Report from the Wisconsin Department of Tourism/Travel Wisconsin. Ozaukee County received approximately \$120.1 million in direct visitor spending with a 5.9 percent increase in sales tax over the prior year according to the report.

2023 Activities and Accomplishments

In 2023, the focus was to continue broadening our reach with marketing. We expanded and targeted some of our print advertising to Northern Illinois and the Chicago area as well. We did the same with our social media campaigns expanding to reach further north, south, and west of Ozaukee County in Wisconsin.

The most visible ongoing project handled by the Ozaukee Tourism Council, for residents and visitors, is publishing the annual Visitor Guide. This project is funded solely by ad sale revenue.

- Fifteen thousand guides were printed, along with new Ozaukee Interurban Trail Maps that were distributed at the Ozaukee County Fair booth, throughout the state at visitor bureaus and travel information centers and to callers requesting trails maps and guides.
- They are distributed locally at Ozaukee County chamber offices, OCTC partner businesses, in kiosks along the Interurban Trail, special events and other key distribution points.
- Individual books are mailed out by staff to fulfill requests from people responding to our advertising. These requests come through our website, Facebook and on the toll-free number for tourism information. Callers often share where they learned of Ozaukee County and advertising is often mentioned.
- The guide is also available as an e-book on the OCTC website <https://www.ozaukeetourism.com>.
- 90% of the requests for guides come from outside of Wisconsin, primarily Illinois but also other states. This tells us that our marketing is working.

- Strategic placement of effective advertising is another ongoing key task executed by the board. OCTC is very fortunate to have a professional advertisement agency owner as a volunteer board member. Cori Rice from White Rice Advertising donates her time to coordinate, negotiate and manage our advertising campaign, and drive our creative messaging to local and regional audiences.

- Cori's connection with several publications, including Chicago Life Magazine, Silent Sports Magazine and On Wisconsin Outdoors, continue to give us advertising opportunities that we would not have otherwise had access to, or been able to afford.
- Among the most significant of these opportunities is Chicago Life Magazine. Cori continues to secure significant discount pricing and space for us in this premier publication, which is published five times a year and delivered to more than 80,000 subscribers of the Wall Street Journal and New York Times in the Chicago area. Full page ads normally run \$15,470, but Cori has frequently been able to secure OCTC a full-page remnant rate of \$1,900 each in most publications. This year Cori negotiated and placed four full page ads on our behalf, for a value of \$61,880. OCTC's out of pocket cost for these ads was \$6,175. (One ad was designed as four coordinated quarter page ads, with Port Washington, Cedarburg and Grafton each contributing \$475 in the cooperative effort.)
- This year there was an opportunity to secure a half page ad in the 2023-2024 annual Packers Yearbook - normally a \$39,990 investment for a full page - for just \$4,700 if we could provide the ad within 24 hours, which White Rice was able to do. The ad was included in 200,000 printed publications, which are delivered to season ticket holders and are available for purchase all over the state. We were thrilled to be able to take advantage of this amazing opportunity. Since then, a similar opportunity to be in the Milwaukee Brewers annual yearbook for us to consider for 2024.
- A significant amount of digital advertising is also placed in Madison, the Chicago area, Milwaukee, Fox Valley and even as far as Minneapolis and the Quad Cities. We also frequently run advertising in regional publications such as Key Milwaukee Magazine, Wisconsin Trails, Our Wisconsin, Wisconsin Arts Guide, Bike Wisconsin, and Fun in Wisconsin.
- Our creative strategy continues to focus on the outdoor recreational opportunities that make our county unique, such as kayaking, hiking, biking, fishing, and taking in our beautiful views. The Ozaukee Interurban Trail continues to be a highlight of our marketing, along with historical landmarks, County parks, golf courses, our waterways, and of course our tourism partner businesses.
- White Rice also drives many of our public relations efforts, providing editorial content to travel-oriented publications and websites, and overseeing our ongoing story submissions to the Ozaukee News Graphic.
- The value of these ad agency services to Ozaukee County, including ad design, placement, account services, public relations, social media, press releases, TV and radio negotiation and exposure, is estimated to be an hourly service charges would have been around \$25,000. Thanks to the generosity of White Rice Advertising, these ad placement services are generously by Cori rice provided on a volunteer basis as a member of the council.

- OCTC continues to promote our county's assets in articles published in the *News Graphic* entitled *Be a Tourist in Your Own Backyard*. OCTC Board members and staff write articles that encourage

residents to explore our county. We promote our partners and the many great places to visit including, the Ozaukee Interurban Trail, parks, nature preserves, charter fishing operations, restaurants, shops, arts, festivals, farmers markets, and the County Fair.

- Online Promotion: We continue to have a very robust social presence, with Kathy Meulemans and Mikayla Schowalter doing an excellent job highlighting our partners, activities, the trail, and other county amenities. We have 5,300 Facebook followers (up 51% from last year or 1800 followers) and 1,164 Instagram followers. From September 1, 2022 to September 1, 2023 we reached more than 406,583,00 potential tourists. An increase in posts and paid Facebook ads resulted in the growth. In addition we maintain an active website that highlights all of the Ozaukee County attractions and tourism partners.
- We continue to recruit new knowledgeable and talented volunteer board members and work to build strategic partnerships. The Ozaukee County Tourism Council is committed to promoting our county as a year-round tourism destination. While continuing our current marketing strategies, the organization is constantly looking for ways to better reach more potential visitors.

Summary

The Ozaukee County Tourism Council thanks the County Board for its support and the grant allocations that we have been given in past years and asks for your continued support in 2024. Any funds granted to Ozaukee County Tourism Council are an investment that result in a return in increased sales tax. The council would like to continue the work of expanding partnerships and promotion of the County. The \$30,000 awarded in the past has allowed us to provide exposure for Ozaukee County in many ways and produce positive results. Funds given beyond that amount would result in being able to further broaden our reach as well as use specialized media to highlight many of our assets (parks, golf courses, festivals, etc.) separately in a more dedicated and targeted approach.

OCTC appreciates the opportunity to request a grant that will allow us to continue to promote and celebrate the assets and attractions of this amazing County.

Submitted by the Ozaukee County Tourism Council
 President – Tina Schwantes
 Executive Director – Kathy Meulemans

OZAUKEE COUNTY TOURISM COUNCIL BUDGET					
		2022	2022	Sep 2023	2023
		Actual	BUDGET	YTD Actual	BUDGET
INCOME					
	Partner Dues	\$ 5,945.00	\$ 6,000.00	\$ 5,185.00	\$ 6,000.00
01	Partner Dues via Paypal	\$ 5,950.00	\$ 6,000.00	\$ 5,175.00	\$ 6,000.00
02	Interest	\$ 17.46	\$ 15.00	\$ 11.76	\$ 15.00
03	County Board Funding	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00
04	Money Market Transfer	\$ -	\$ 7,335.00	\$ -	\$ 6,585.00
05	Tourism Guide/Trail Map-Sales	\$ -	\$ -	\$ 1,245.00	\$ -
06	Cooperative Advertising	\$ 3,592.50	\$ 4,000.00	\$ 1,725.00	\$ 4,000.00
TOTAL INCOME		\$ 40,504.96	\$ 48,350.00	\$ 43,341.76	\$ 52,600.00
EXPENSES					
Fees					
11	Paypal Fees	\$ 233.61	\$ 200.00	\$ 203.01	\$ 250.00
20 Office and Fulfillment					
21	Mailing Service and Postage	\$ 785.79	\$ 600.00	\$ 445.60	\$ 650.00
22	Telephone	\$ 788.32	\$ 1,000.00	\$ 574.18	\$ 950.00
23	Printing Copies	\$ -	\$ 50.00	\$ -	\$ 50.00
24	Office Supplies	\$ 404.69	\$ 200.00	\$ 168.41	\$ 300.00
25	Computer/Software	\$ -	\$ 200.00	\$ -	\$ 100.00
26	Miscellaneous	\$ -	\$ 50.00	\$ -	\$ 50.00
30 Advertising and Promotions					
31	Advertising	\$ 21,482.76	\$ 23,000.00	\$ 12,147.74	\$ 24,000.00
32	Photo Library	\$ 57.00	\$ 200.00	\$ 102.50	\$ 200.00
33	Dues/Membership (Wash. Co., Visit MKE & Circle WI)	\$ 417.38	\$ 1,200.00	\$ 399.00	\$ 1,000.00
34	Regional Marketing / Advertising - JEM Grant	\$ -	\$ -	\$ -	\$ -
35	County Map	\$ -	\$ -	\$ -	\$ -
36	Web Site	\$ 215.40	\$ 500.00	\$ 413.55	\$ 500.00
37	Promotional Items	\$ -	\$ 500.00	\$ -	\$ 500.00
38	Brand Enhancement	\$ -	\$ 500.00	\$ -	\$ 500.00
40 Conference and Meetings					
41	Governor's Conference & Other Training	\$ -	\$ 100.00	\$ 930.27	\$ 1,000.00
42	Meetings Expenses	\$ 115.14	\$ 250.00	\$ 8.76	\$ 200.00
50 Contracts					
51	Office Staff	\$ 17,506.95	\$ 17,500.00	\$ 11,250.00	\$ 20,000.00
52	Office Staff Mileage	\$ 533.08	\$ 600.00	\$ 352.64	\$ 650.00
53	Distribution Staff	\$ 800.00	\$ 1,000.00	\$ 800.00	\$ 1,000.00
54	Other Contractors	\$ -	\$ -	\$ -	\$ -
60 Tourism Projects					
61	Interurban Trail	\$ 526.36	\$ 500.00	\$ -	\$ 500.00
(changed from 63 and tourism center) 62	Community Support - Scholarships/Donations	\$ -	\$ 200.00	\$ -	\$ 200.00
TOTAL EXPENSES		\$ 43,866.48	\$ 48,350.00	\$ 27,795.66	\$ 52,600.00
NET GAIN/(LOSS)		\$ (3,361.52)	\$ -	\$ 15,546.10	\$ -

CALENDAR YEAR 2024 BUDGET

SOUTHEASTERN WISCONSIN
REGIONAL PLANNING COMMISSION

P.O. Box 1607
W239 N1812 Rockwood Drive
Waukesha, Wisconsin
53187-1607

Telephone: (262) 547-6721

Adopted by the Commission on
June 14, 2023

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Table 1
Summary of Expenditures by Program

Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Land Use	1,612,940	1,867,438	254,498	15.78
Transportation	3,564,912	3,551,092	-13,820	-0.39
Water Quality	1,233,698	1,022,549	-211,149	-17.12
Floodland Management	280,248	461,141	180,893	64.55
Chloride Study	519,396	463,513	-55,883	-10.76
Planning Research	414,839	453,799	38,960	9.39
Community Assistance	849,122	1,701,970	852,848	100.44
Economic Development	31,304	30,053	-1,251	-4.00
Coastal Management	41,953	41,010	-943	-2.25
Total	8,548,412	9,592,565	1,044,153	12.21

Table 2
Summary of Revenues by Source

Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Federal Grants	4,342,983	4,654,767	311,784	7.18
State Grants	387,903	375,737	-12,166	-3.14
Service Agreements	1,447,281	2,191,816	744,535	51.44
Regional Tax Levy*	2,370,245	2,370,245	0	0.00
Total	8,548,412	9,592,565	1,044,153	12.21

* See Table 15 for allocation of regional tax levy to counties.

Table 3
Detail of Expenditures by Category

Category		2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
Type	Item			Amount (\$)	Percent
Salaries and Related	Salaries and Wages	5,337,185	5,743,050	405,865	7.60
	Social Security	388,175	413,210	25,035	6.45
	Retirement	355,495	390,275	34,780	9.78
	Health Insurance	1,118,200	1,168,340	50,140	4.48
	Disability/Life Insurance	22,575	23,072	497	2.20
	Part-Time/Overtime Pay	105,100	107,300	2,200	2.09
	Commissioner Meeting Fees	15,000	25,000	10,000	66.67
Subtotal		7,341,730	7,870,247	528,517	7.20
Expenses	Consultant Fees	46,000	675,558	629,558	1,368.60
	Library Acquisition	35,000	30,000	-5,000	-14.29
	Office Supplies	40,000	30,000	-10,000	-25.00
	Printing and Graphics Supplies	30,000	35,000	5,000	16.67
	Travel	60,000	60,000	0	0.00
	Building Usage	172,260	172,260	0	0.00
	Building Maintenance	178,000	181,500	3,500	1.97
	Telephone	30,000	35,000	5,000	16.67
	Postage	15,000	15,000	0	0.00
	Insurance, Audit, Legal Fees	125,000	130,000	5,000	4.00
	Unemployment Compensation	5,000	5,000	0	0.00
	Software & Equipment Maintenance	208,000	218,000	10,000	4.81
	Capital Outlay	60,000	85,000	25,000	41.67
	Rent	30,000	30,000	0	0.00
	Other	20,000	20,000	0	0.00
Subtotal		1,054,260	1,722,318	668,058	63.37
Total		8,395,990	9,592,565	1,196,575	14.25

Table 4
Detail of Revenues by Source

Source		2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
Type	Program			Amount (\$)	Percent
Federal Grants	USDOT Highway (PL)	4,017,168	3,981,374	-35,794	-0.89
	USDOT Highway (PL-Chloride Study)	173,393	173,393	0	0.00
	USDOT Highway (STP-Orthophotos)	0	200,000	200,000	N/A
	CPRG EPA Grant	--	300,000	300,000	N/A
Subtotal		4,190,561	4,654,767	464,206	11.08
State Grants	WISDOT (Normal 3C)	202,903	190,737	-12,166	-6.00
	WISDNR (Water Quality)	165,000	165,000	0	0.00
	WISDOA (Coastal Zone)	20,000	20,000	0	0.00
Subtotal		387,903	375,737	-12,166	-3.14
Service Agreements	Park and Land Use	111,000	150,000	39,000	35.14
	Economic Development	15,000	15,000	0	0.00
	Transportation Modeling	75,000	75,000	0	0.00
	2024 Orthophotos (Reserve Fund)	0	28,026	28,026	N/A
	2024 Orthophotos	0	284,032	284,032	N/A
	Household Travel Survey (Reserve Fund)	50,000	0	-50,000	N/A
	KRM Commuter Rail Feasibility Study	0	410,000	410,000	N/A
	Re-Monumentation Assistance	60,000	60,000	0	0.00
	Wetland Delineation	50,000	50,000	0	0.00
	Community Assistance	65,000	67,500	2,500	3.85
	Water Quality	190,643	103,900	-86,743	-45.50
	Chloride Study (Reserve Fund)	237,363	237,363	0	0.00
	Chloride Study	52,757	52,757	0	0.00
	Stormwater Management	75,000	180,900	105,900	141.20
	County Surveyor	394,000	405,820	11,820	3.00
	Rent	71,518	71,518	0	0.00
Subtotal		1,447,281	2,191,816	744,535	51.44
Tax Levy	Regional Support	2,370,245	2,370,245	\$0	0.0
Total		8,395,990	9,592,565	1,196,575	14.25

Table 5
Budget Summary: Land Use Planning Program

Expenditures				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Salaries and Related	1,408,756	1,646,651	237,895	16.89
Consultant Fees	0	0	0	0.00
Other Expenses	204,184	220,787	16,603	8.13
Total	1,612,940	1,867,438	254,498	15.78

Revenues				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
USDOT Highway (PL)	1,125,789	1,194,412	68,623	6.10
WISDOT (Normal 3C)	54,784	57,221	2,437	4.45
Service Agreements	111,000	200,000	89,000	80.18
Tax Levy	321,367	415,805	94,438	29.39
Total	1,612,940	1,867,438	254,498	15.78

Table 6
Budget Summary: Transportation Planning Program

Expenditures				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Salaries and Related	3,052,487	3,100,385	47,898	1.57
Consultant Fees	70,000	35,000	-35,000	N/A
Other Expenses	442,425	415,707	-26,718	-6.04
Total	3,564,912	3,551,092	-13,820	-0.39

Revenues				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
USDOT Highway (PL)	2,751,929	2,428,638	-323,291	-11.75
WISDOT (Normal 3C)	133,916	116,350	-17,566	-13.12
Service Agreements	125,000	485,000	360,000	288.00
Tax Levy	554,067	521,104	-32,963	-5.95
Total	3,564,912	3,551,092	-13,820	-0.39

Table 7
Budget Summary: Water Quality Planning Program

Expenditures				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Salaries and Related	1,077,523	901,654	-175,869	-16.32
Consultant Fees	0	0	0	0.00
Other Expenses	156,175	120,895	-35,280	-22.59
Total	1,233,698	1,022,549	-211,149	-17.12

Revenues				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
WISDNR (Water Quality)	165,000	165,000	0	0.00
Service Agreements	190,643	103,900	-86,743	-45.50
Tax Levy	878,055	753,649	-124,406	-14.17
Total	1,233,698	1,022,549	-211,149	-17.12

Table 8
Budget Summary: Floodland Management Planning Program

Expenditures				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Salaries and Related	244,771	406,621	161,850	66.12
Consultant Fees	0	0	0	0.0
Other Expenses	35,477	54,520	19,043	53.68
Total	280,248	461,141	180,893	64.55

Revenues				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Service Agreements	75,000	180,900	105,900	141.20
Tax Levy	205,248	280,241	74,993	36.54
Total	280,248	461,141	180,893	64.55

Table 9
Budget Summary: Chloride Study

Expenditures				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Salaries and Related	453,645	408,713	-44,932	-9.90
Consultant Fees	0	0	0	0.00
Other Expenses	65,751	54,800	-10,951	-16.66
Total	519,396	463,513	-55,883	-10.76

Revenues				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
USDOT Highway (PL)	173,393	173,393	0	0.00
Service Agreements	290,120	290,120	0	0.00
Tax Levy	55,883	0	-55,883	-100.00
Total	519,396	463,513	-55,883	-10.76

Table 10
Budget Summary: Planning Research Program

Expenditures				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Salaries and Related	362,324	400,146	81,911	22.61
Consultant Fees	0	0	0	0.00
Other Expenses	52,515	53,653	7,049	13.42
Total	414,839	453,799	88,960	21.44

Revenues				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
USDOT Highway (PL)	291,872	358,324	66,452	22.77
WISDOT (Normal 3C)	14,203	17,166	2,963	20.86
Service Agreements	50,000	0	0	0.00
Tax Levy	58,764	78,309	19,545	33.26
Total	414,839	453,799	88,960	21.44

Table 11
Budget Summary: Community Assistance Planning Program

Expenditures				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Salaries and Related	724,163	943,415	219,252	30.28
Consultant Fees	20,000	632,058	612,058	3,060.29
Other Expenses	104,959	126,497	21,538	20.52
Total	849,122	1,701,970	852,848	100.44

Revenues				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
USDOT Highway (STP-Orthophotos)	0	200,000	200,000	N/A
USDOT EPA Climate Change	0	300,000	300,000	N/A
Service Agreements	590,518	916,896	326,378	55.27
Tax Levy	258,604	285,074	26,470	10.24
Total	849,122	1,701,970	852,848	100.44

Table 12
Budget Summary: Economic Development Assistance Program

Expenditures				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Salaries and Related	27,341	26,501	-840	-3.07
Consultant Fees	0	0	0	0.00
Other Expenses	3,963	3,552	-411	-10.37
Total	31,304	30,053	-1,251	-4.00

Revenues				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Service Agreements	15,000	15,000	0	0.00
Tax Levy	16,304	15,053	-1,251	-7.67
Total	31,304	30,053	-1,251	-4.00

Table 13
Budget Summary: Coastal Management Program

Expenditures				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Salaries and Related	36,642	36,162	-480	-1.31
Consultant Fees	0	0	0	0.00
Other Expenses	5,311	4,848	-463	-8.72
Total	41,953	41,010	-943	-2.25

Revenues				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
WISDOA (Coastal Zone)	20,000	20,000	0	0.00
Tax Levy	21,953	21,010	-943	-4.30
Total	41,953	41,010	-943	-2.25

Table 14
Budget Summary: Stream Gaging Program*

Expenditures				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Contract with U.S. Geological Survey to Operate 15 Stream Gaging Stations and Publish Data	194,700	200,850	6,150	3.16
Total	194,700	200,850	6,150	3.16

Revenues				
Program	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Kenosha Sewer and Water Utility	7,400	8,040	640	8.65
Racine Sewer and Water Utility	7,400	8,040	640	8.65
City of Delafield	3,700	2,010	-1,690	-45.68
Delafield-Hartland WPCC	0	2,010	2,010	N/A
Upper Nemahbin Lake Management District	3,700	2,010	-1,690	-45.68
Milwaukee Metropolitan Sewerage District	59,200	64,320	5,120	8.65
Waukesha County	29,600	34,170	4,570	15.44
U.S. Geological Survey	83,700	80,250	-3,450	-4.12
Total	194,700	200,850	6,150	3.16

* This Program is administered by SEWRPC outside of the normal SEWRPC budget.

Table 15
Allocation of Regional Tax Levy to Counties

County	2023 Adopted Budget (\$)	Adopted 2024 Budget (\$)	Change 2023-2024	
			Amount (\$)	Percent
Kenosha	199,970	199,390	-580	-0.29
Milwaukee	782,840	780,710	-2,130	-0.27
Ozaukee	144,735	143,335	-1,400	-0.97
Racine	198,285	195,475	-2,810	-1.42
Walworth	183,800	188,430	4,630	2.52
Washington	185,175	186,495	1,320	0.71
Waukesha	675,440	676,410	970	0.14
Total	2,370,245	2,370,245	0	0.00

Notes:

The allocation for 2024 is based on the distribution of the 2022 equalized valuation of the Region by county, the most recent such data available at the time of the preparation of the SEWRPC budget.

The Commission is permitted by law to levy up to 0.00300 percent of the equalized value of the Region. The 2022 rate was 0.000109; the 2023 rate was 0.000101; and the 2024 rate is 0.000090.

The tax levy amount included in the Commission budget has been below the level set in 2006 for eighteen straight years.

Monarch Library System
Request for 2024 Appropriation from Ozaukee County
August 31, 2023

Summary

The Monarch Library System requests an appropriation of \$721,950 for the library service to the 17,369 residents of Ozaukee County who have no local library (non-librariated residents). The library service is provided by the municipal public libraries located in Ozaukee and Sheboygan Counties and in adjacent counties.

In presenting this request, we note that not all the library service by non-librariated residents is represented in the number of loans recorded for the reimbursement request. The loans of electronic books and electronic audiobooks are not included in the circulation information in the libraries' annual reports, nor is this use included in the nonresident circulation in the annual reports.

The appropriation is based on the Ozaukee County Library Services plan 2021-2025, approved by the Ozaukee County Board in May 2020 and the agreement between Ozaukee County and the Monarch Library System which requires annual appropriations by the County through a county library tax levy.

The appropriation includes \$627,047 for the Reimbursement of Member Libraries for library service to the non-librariated residents, \$11,357 to reimburse Adjacent County Libraries, \$83,546 for bookmobile service.

The appropriation includes:

- Reimbursement to member libraries and adjacent county public libraries for the library services they provide to the 17,369 residents of Ozaukee County without a public library.
- Bookmobile service stops in rural Ozaukee County located in municipalities without public libraries.

SUMMARY: 2024 APPROPRIATIONS REQUEST – OZAUKEE COUNTY

Activities	Appropriation		% Change
	2023	2024	
Member Library Reimbursement	\$ 626,014	\$ 627,047	.2%
Adjacent County Library Reimbursement	\$ 9,755	\$ 11,357	16.4%
Bookmobile Service	\$ 78,200	\$ 82,326	5.3%
Subtotal	\$713,969	\$721,950	.9%
Bookmobile Vehicle Reserve – Capital	\$ 0	\$ 0	0%
Total	\$713,969	\$721,950	.9%



August 28, 2023

Mr. Jason Dzwinel
Ozaukee County Administrator
121 W. Main Street
Port Washington, WI 53074

Dear Mr. Dzwinel:

Ozaukee Economic Development (OED) continues to serve as Ozaukee County's economic development branch. OED works to be your link to business assistance and financing, new business entrepreneurial training, work force development, business retention, new business development and attraction and with the Milwaukee 7 and other regional partnerships.

OED continues to be an active partner working with local communities on retention and attraction efforts, assisting local businesses with expansion efforts, and providing information on State programs and local financing options. Additionally, OED is working with both our Chambers, MATC and Workforce Development to help current businesses find the workforces they need to continue to expand.

2023 has been a good year for OED. We continued providing programs hosting our Outreach Event and Business of the Year – both of which had over 200 attendees. We also began hosting a networking event for those in the financial and legal services to discuss OED and the services we provide. We continued to partner with the Chambers of Commerce on educational programs, including a new Leadership program and an event on Workforce Development.

Per our 2023 funding allocation, OED is requesting \$145,000 from the County. This maintains our current funding level. As part of this request, OED pays the County Technology Resources Department for internet access and phone services and the County Clerk for postage and copying charges. It is our hope that Ozaukee County will continue to partner with OED in its efforts to increase the prosperity of the County. Attached with this letter is a copy of our 2023 measurements, 2024 proposed budget and a current 2023 budget status.

Per the information provided, I will plan on meeting with the Executive Committee. If you would like any additional information or this information electronically, please feel free to contact me.

Sincerely,



Kathleen Cady Schilling
Executive Director



Jim Tarasovitch
President

Ozaukee County Economic Development Corporation

Core Services and Metrics

These measurements have been developed as metrics for OED.

Accomplishments have been added in bold.

Job Creation and Retention

OED is working with 22 potential projects ranging from new business locations to existing business expansions or relocations. Job creation/retention from these projects is estimated at 722 new jobs and 685 existing jobs.

	PROJECTS	JOBS CREATED	JOBS RETAINED
Completed Projects	98	2147	2929
Completed Projects - 12 months	9	158	
Pending Projects	22	722	685
COVID Projects (Emergency Loans)	23		147

Utilizing an economic impact program designed by the Metropolitan Milwaukee Chamber of Commerce, these jobs we have assisted in the creation or retention of create an impact of over \$400 Million Dollars.

New Job Impact - \$171,594,000 (Twelve Month Impact - \$10,246,500)

Retained Job Impact - \$254,094,000

Total Economic Impact on Ozaukee County - \$425,688,000 (Twelve Month Impact - \$10,246,500)

COVID Impact Retained Jobs - \$7,276,500

Total Economic Impact on Ozaukee County including COVID Assistance \$432,964,500

Business Retention: Assist in the growth of the County's economic climate by helping retain and expand existing businesses

- Visit with 8 businesses per month (in-person)
 - **Over 100 businesses were met with in the past twelve months.**
- Develop Communication tool for Investors and Ozaukee County Businesses
 - **Electronic updates sent via blog, social media and newspaper articles**
- Connect Businesses to Resources – 20 contacts monthly (In-person, email or phone)
 - **Approximately 20 contacts monthly.**

Business Attraction and Marketing: Develop and implement programs that work to attract businesses to Ozaukee County through relocation or start-ups

- Serve as first responder to businesses seeking land/buildings in Ozaukee County
 - **We continue to market OED and are receiving more contacts about developments both from existing businesses and incoming prospective businesses.**
 - **Continued bi-monthly Ozaukee County Chamber of Commerce meetings with OED to ensure coordination of efforts.**
 - **Continued a billboard campaign in 2023 along Highway 33. Will be running additional billboards in 2024 along Port Washington Road.**
 - **Developed an active social media campaign that utilizes Google, Facebook and LinkedIn. The campaign works to promote Ozaukee County as a top business location.**
- Meet with all (16) local governmental units yearly to discuss economic development needs and opportunities
 - **OED has met with all governmental units within the past year to discuss economic development opportunities.**
 - **OED continues to meet quarterly with the economic development practitioners group and has since 2009.**

- **OED has established monthly meetings with many of the communities to discuss future projects and partnerships.**
- **Retool OED website to serve as a business attraction resource**
 - **OED developed a website in 2020 and continue to update it. The new site is more mobile friendly.**
 - **OED has registration for events on its website.**
- **Provide communities with Demographic data**
 - **Milwaukee7 website provides demographic information on a site specific basis. OED continues to link and promote its utilization.**
 - **Continues to update demographic materials for the Ozaukee communities.**
- **Connect developers and potential businesses to appropriate locations – 20 contacts monthly (In-person, email or phone)**
 - **OED continues to increase networking with developers and other real estate professionals.**

Business Financing and Business Programs: Market the County's Revolving Loan Fund Program to increase activity, work with other regional providers to create business programs within Ozaukee County

- **Market the RLF to greater visibility – 3 calls per month**
- **Executive Director has spoken with 102 businesses about the RLF, other WEDC and SBA programs within the county in 2022/23.**
- **OED worked with the Cities of Mequon, Port Washington, Villages of Grafton and Saukville to de-federalize their RLF programs to allow continued programs.**
- **OED is working with Ozaukee County to establish a new County RLF program.**
- **OED worked with WEDC, Hollander Candy and the City of Port Washington assisting them in receiving \$189,000 in a grant.**

- Promote and develop in coordination with UW-Extension one (1) First Steps program
 - **SBDC is only offering the First Steps course on line currently. OED promoted the First Steps classes offered on-line.**

Positioning Ozaukee County in the Region: Promote Ozaukee County to the Milwaukee 7 Regional Economic Development Initiative

- Serve as the Ozaukee County Representative on key issues affecting the region.
 - **Serve on the Home Consortium Board as the Ozaukee County Representative**
 - **Serve on the W-O-W Workforce Development Board as an Ozaukee County Representative**
 - **Serve on MetroGo (a regional transportation effort) as the Ozaukee County Representative**
 - **Serve as an Ozaukee County Representative on the Ozaukee Non-Profit Center**
 - **Serve as the Economic Development Representative for the Ozaukee County Tourism Council**
- Lead Ozaukee County participation in Milwaukee 7 and the Regional Economic Partnership
 - **Attends Milwaukee7, Regional Economic Partnership, sits on the Milwaukee7 Next Generation Manufacturing Committee, works with the Milwaukee7 on the Inspire program.**

Financial/Administrative: Ensuring future viability for the organization

- Acquire funding for organization
 - \$145,000 County Government Funds
 - **Received in 2023**
 - \$60,000 Business Contributions
 - **In 2022, OED was able to raise \$75,601 in private contributions. We are hopeful to raise over \$75,000 in 2023**
 - \$12,000 Local Government Funds
 - **Raised \$13,250 from local governmental units in 2022.**

Additional OED Accomplishments:**Workforce:**

OED continued its partnership with Workforce 2020 for its youth apprenticeship program, providing them with an annual sponsorship of \$4,000 in 2022. OED joined the Workforce 2020 Board in 2018.

Partnerships:

OED partnered with the local Chambers of Commerce to host a series of Leadership programs in 2023. The program, which partnered with the Kacmarcik Center for Human Performance, held two programs already in 2023 and both were sold out.

OED joined the Ozaukee County Tourism Council Board in 2018.

OED partnered with MATC and the local Chambers of Commerce to offer an on-line Excel training. The program provided training to 15 employees allowing them to enhance their current knowledge.

Internal Accomplishments:

OED held its Business of the Year/Economic Forecast Breakfast on September 29th. The program honored Vertz Marketing as the small, Parts Badger as the mid-size business and Hayes Performance as the large business of the year. Over 225 people attended the program.

OED held its annual Outreach Event on April 26th at Shully's in Thiensville. The program had Mark Murphy, President of the Green Bay Packers speak about the regional nature of the team and their non-football business development. Over 250 attendees were at the program.

Draft 2024 Budget

2024 Expenses	Budget
Personnel	
Contract with UWM	\$ 98,800
Part-time Program Manager	\$ 30,000
Intern	\$ 2,500
Performance options	\$ 20,000
Personnel Expenses	\$ 151,300
Administrative	
Technology	\$ 1,600
Office Supplies	\$ 1,600
Postage	\$ 300
Printing	\$ 950
Telephone	\$ 2,700
Mileage	\$ 3,600
Membership	\$ 1,900
Education	\$ 800
Books/Periodicals	\$ 500
Meetings	\$ 3,850
Board Insurance	\$ 3,800
Audit	\$ 2,000
Credit card fees	\$ 125
Rent	\$ 6,000
Administrative Expenses	\$ 29,725
Program / Events	
Workforce 2010	\$ 4,000
Website	\$ 250
Outreach Event	\$ 16,000
Educational Programs	\$ 1,700
Fall Forecast	\$ 8,000
Total Marketing Dollars	\$ 20,000
Scholarship	\$ 4,500
Program Expenses	\$ 54,450
Total Expenditures	\$ 235,475

2024 Income	Budget
Ozaukee County	\$145,000
Local Government	\$13,000
Private Investors	\$69,500
Carryover Marketing Dollars	\$8,000
Total Income	\$235,500
Income minus Expenditures	\$ 25

July Treasurer's Report -August 1, 2023

2023 Expenses	Budget	Jan - June	July	Total	Budget - Actual
Personnel					
Contract with UWM	\$ 98,800	\$ 49,400.00	\$ 24,700.00	\$ 74,100.00	\$ 49,400
Part-time Program Manager	\$ 30,000	\$ 12,711.05	\$ 1,042.57	\$ 13,753.62	\$ 17,289
Intern	\$ 3,000				\$ 3,000
Performance Options	\$ 20,000				\$ 20,000
Personnel Expenses	\$ 151,800	\$ 62,111.05	\$ 25,742.57	\$ 87,853.62	\$ 63,946
percent spent					58%
Administrative					
Technology	\$ 1,500				\$ 1,500
Office Supplies	\$ 1,600	\$ 214.22		\$ 214.22	\$ 1,386
Postage	\$ 300				\$ 300
Printing	\$ 850	\$ 235.27		\$ 235.27	\$ 615
Telephone	\$ 2,750	\$ 726.78	\$ 433.50	\$ 1,160.28	\$ 1,590
Mileage	\$ 3,750	\$ 816.72	\$ 77.29	\$ 894.01	\$ 2,856
Membership	\$ 1,900	\$ 825.00		\$ 825.00	\$ 1,075
Education	\$ 725	\$ 397.00		\$ 397.00	\$ 328
Books/Periodicals	\$ 400	\$ 195.75		\$ 195.75	\$ 204
Meetings	\$ 4,000	\$ 886.82	\$ 132.16	\$ 1,018.98	\$ 2,981
Board Insurance	\$ 3,800				\$ 3,800
Audit	\$ 2,000				\$ 2,000
Credit card fees	\$ 125				\$ 125
Rent	\$ 6,000	\$ 6,000.00		\$ 6,000.00	\$ -
Administrative Expenses	\$ 29,700	\$ 10,297.56	\$ 642.95	\$ 10,940.51	\$ 18,759
percent spent					37%
Program / Events					
Workforce 2010	\$ 4,000				\$ 4,000
Website	\$ 500			\$ -	\$ 500
Outreach Event	\$ 15,000	\$ 15,400.33		\$ 15,400.33	\$ (400)
Educational Programs	\$ 1,500				\$ 1,500
Fall Forecast	\$ 7,000		\$ 78.05	\$ 78.05	\$ 6,922
Marketing Materials*	\$ 15,500	\$ 3,872.61	\$ 536.30	\$ 4,408.91	\$ 11,091
Carryover Marketing Dollars	\$ 5,000				\$ 5,000
Program Expenses	\$ 48,500	\$ 19,272.94	\$ 614.35	\$ 19,887.29	\$ 28,613
percent spent					41%
Total Expenditures	\$ 230,000	\$ 91,681.55	\$ 26,999.87	\$ 118,681.42	\$ 111,319
percent spent					52%

Attachment: Ozaukee Economic Development (Non-Profit Grants)

July Treasurer's Report - August 1, 2023

2023 Income	Budget	Jan- May	June	Total
Ozaukee County	\$145,000	\$ 72,500		\$ 72,500
Local Government				
City of Cedarburg		\$ 1,500		\$ 1,500
Village of Saukville		\$ 1,500		\$ 1,500
Town of Cedarburg		\$ 1,500		\$ 1,500
City Of Mequon		\$ 1,500		\$ 1,500
Village of Fredonia		\$ 750		\$ 750
Town of Grafton			\$ 1,500	\$ 1,500
Village of Belgium		\$ 750		\$ 750
Village of Thiensville		\$ 750		\$ 750
City of Port Washington		\$ 1,500		\$ 1,500
Village of Grafton		\$ 1,500		\$ 1,500
Town of Port Washington		\$ 500		\$ 500
Town of Fredonia		\$ 500		\$ 500
Total - Local Government	\$ 13,000	\$ 12,250	\$ 1,500	\$ 13,750
Private Investors				
Seek*		\$ 1,500		\$ 1,500
We Energies		\$ 5,000		\$ 5,000
Program Income				\$ -
Outreach				
Presenting - Ascension		\$ 3,500		\$ 3,500
Presenting - PWSB		\$ 3,500		\$ 3,500
Gold		\$ 11,170		\$ 11,170
Silver		\$ 5,488		\$ 5,488
BOY				
Presenting - KCHP		\$ 1,500.00		\$ 1,500.00
Open Sponsorship - KCHP		\$ 500.00		\$ 500.00
Program Income		\$ 26.81	\$ 194	\$ 27.00
Zimmerman Design		\$ 500.00		\$ 500.00
Concord Development		\$ 500.00		\$ 500.00
Foxtown Brewing		\$ 1,000.00		\$ 1,000.00
RLF Program Income		\$ 4,920.00		\$ 4,920.00
CESA		\$ 1,600.00		\$ 1,600.00
Home Consortium		\$ 555.00		\$ 555.00
Total Private Investors	\$ 67,000	\$ 41,259.85	\$ 193.90	\$ 41,453.75
Interest Income		\$ 3,827.08	\$ 756.55	\$ 4,583.63
Carryover Income	\$5,000.00	\$ 5,000.00		\$ 5,000.00
Total Income	\$230,000	\$ 134,836.93	\$ 2,450.45	\$ 137,287.38

*In Kind donations

Attachment: Ozaukee Economic Development (Non-Profit Grants)

Executive Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **October 2, 2023**
DEPARTMENT: **Administrator**
DIRECTOR: **Jason Dzwinel**
PREPARER: **Jason Dzwinel**

Agenda Summary Ozaukee County Revolving Loan Fund Program

Two examples of adjacent county Revolving Loan Fund Programs. Committee discussion on allocating a portion of General Fund Undesignated Reserve to establish an Ozaukee County Program to be administered by Ozaukee Economic Development.

Proposed timeline:

December - January: Program approval by Ozaukee County and Ozaukee Economic Development

February - 2023 Year End

February - March - County Administrator and Finance Director Recommendation on allocation of General Fund Undesignated Reserves

March - April: County Board approves Transfer of Funds to Ozaukee County Revolving Loan Fund Program

ATTACHMENTS:

- Sheboygan County RLF (PDF)
- Washington County RLF (PDF)

EXECUTIVE COMMITTEE

ARTICLES OF INCORPORATION
OF
SHEBOYGAN COUNTY INDUSTRIAL DEVELOPMENT
AND REVOLVING LOAN AGENCY, INC.

The undersigned incorporators hereby adopt the following Articles of Incorporation for the purpose of forming an Economic and Industrial Development Agency pursuant to Wis. Stat. § 59.57 ("the Agency"). The Agency is a public instrumentality created under the Wisconsin Industrial Development law and organized in accordance with the requirements of Wis. Stat. ch. 181 to the extent said Chapter is not inconsistent with Wis. Stat. § 59.57(2).

ARTICLE I
NAME

The name of the Agency is **Sheboygan County Industrial Development and Revolving Loan Agency, Inc.**

ARTICLE II
CLASSES OF MEMBERS AND DIRECTORS

There shall be two (2) classes of members and directors of the Agency: County members and directors and public members and directors. There shall be not more than six (6) County members and directors and not more than three (3) public members and directors.

ARTICLE III
REGISTERED OFFICE; REGISTERED AGENT; PRINCIPAL OFFICE

The street address of the Agency's initial registered office is **2124 Kohler Memorial Drive – Suite 310, Sheboygan, WI 53081-3174**. The name of the Agency's initial registered agent at this address is **Crystal H. Fieber**. The principal office of the Agency is 508 New York Avenue, Sheboygan, WI 53081-4216.

ARTICLE IV
EXECUTIVE COMMITTEE APPROVAL

Pursuant to Wis. Stat. § 181.1030, any amendment to the Articles of Incorporation or bylaws shall be approved in writing by the Executive Committee of the Sheboygan County Board.

ARTICLE V
INCORPORATORS

The incorporators of the Agency are:

Mr. Thomas Wegner
Sheboygan County Board Chairperson
508 New York Avenue
Sheboygan, WI 53081-4126

Mr. William Goehring
Finance Committee Chairperson
508 New York Avenue
Sheboygan, WI 53081-4126

Attorney Crystal H. Fieber
Corporation Counsel
2124 Kohler Memorial Drive – Suite 310
Sheboygan, WI 53081-3174

Dated: February _____, 2020.

Thomas Wegner, Incorporator

William Goehring, Incorporator

Crystal H. Fieber, Incorporator

This document was drafted by:

Attorney Crystal H. Fieber
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive – Suite 310
Sheboygan, WI 53081-3174

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Attachment: Sheboygan County RLF (Ozaukee County Revolving Loan Fund Program)

**BYLAWS
OF
SHEBOYGAN COUNTY INDUSTRIAL DEVELOPMENT
AND REVOLVING LOAN AGENCY, INC.,
a Wisconsin Corporation**

(Adopted [date])

I. NAME. The name of the Corporation shall be Sheboygan County Industrial Development and Revolving Loan Agency, Inc.

II. PURPOSE. The purpose of the Corporation shall be to carry out a revolving loan fund program for Sheboygan County and other purposes approved by the members and directors and authorized by Wis. Stat. ch. 181 and Wis. Stat. § 59.57.

III. MEMBERS AND DIRECTORS. There shall be two (2) classes of members and directors: County members and directors and public members and directors.

A. County Members. There shall be six (6) County members who shall also serve as directors and which shall consist of the Chairperson of the County Board, the Vice Chairperson of the County Board, the Chairperson of the Finance Committee, the Corporation Counsel, the County Treasurer, and the Director of the Finance Department by virtue of their offices. County members and directors shall have all privileges of members and directors and shall each be entitled to one (1) vote on any matter requiring a vote. Proxy voting shall not be permitted. At all times the County members and directors shall constitute not less than a majority of the total authorized members or directors.

B. Public Members and Directors. There shall be no more than three (3) public members who shall also serve as directors. Public members and directors shall be other interested persons whose applications for membership have been approved by the County Administrator. Public members and directors shall have all privileges of members and directors and shall each be entitled to one (1) vote on any matter requiring a vote. Proxy voting shall not be permitted. Public members shall be designated by the County Administrator after conferring with the

County Board Chairperson, subject to confirmation of the County Board pursuant to Wis. Stat. §§ 59.57(2)4 and 59.18(2)(c).

C. Meetings of Members and Directors.

1. Annual Meeting. In each calendar year, an annual meeting of the members and directors shall be held during the month of May. The Board of Directors shall give at least thirty (30) days written notice of an annual meeting to each member and director at the e-mail address shown in the records of the Corporation. It shall be the responsibility of each member and director to inform the Corporation of any change in e-mail address.

2. Regular Board of Directors' Meetings. At the annual meeting, the Board shall set a schedule of regular Board meetings for the period until the next annual meeting. A single written notice of regular Board meetings will be given to all directors within ten (10) days following the annual meeting. No further notice of regular directors' meetings shall be required. In the alternative, the Board may forego scheduling regular Board meetings and may meet by special meeting throughout the year.

3. Special Meetings. Special meetings of members or directors may be called by the President, by a majority of the Board of Directors, or by a written request signed by fifty percent (50%) of the members. Special meetings shall be on five (5) days' written notice which shall describe generally the business to be transacted at the meeting.

4. Place of Meetings. All meetings of members and directors shall be held within the State of Wisconsin.

5. Voting. Voting shall be by voting members and directors present at a meeting. Proxy voting shall not be allowed.

6. **Procedure.** Meetings shall be conducted pursuant to *Robert's Rules of Order* unless some other procedure is approved by a two-thirds (2/3) vote of members and directors present and voting.

7. **Alternate Voting Procedures.** Acting by unanimous consent or conducting meetings telephonically shall be permitted to the extent and under the conditions permitted by law.

8. **Open Meetings Laws.** Meetings shall be subject to Wisconsin Open Meetings Laws pursuant to Wis. Stat. §§ 19.31 through 19.39.

D. **Powers of Members and Directors.** Members and directors shall be granted the authority to manage the Corporation to the extent provided by Wisconsin law.

E. **Term.** The term of each member and director shall be three (3) years, except those members and directors holding the position by virtue of their office or position shall remain as a member and director for so long as may hold such office or position. Any member appointed by the County Administrator may be removed at the pleasure of the County Administrator without approval of the County Board.

F. **Compensation.** Members and directors shall receive no compensation but shall be entitled to reimbursement for out-of-pocket expenses as approved by the Board of Directors.

G. **Indemnification.** Members and directors shall be entitled to indemnification for actions as members or directors to the extent permitted by Wisconsin law and subject to the limitations set forth in Wis. Stat. §§ 345.05, 893.80, 895.52, and other governmental immunities and defenses.

H. **Committees.** The Board of Directors may establish any standing or special committees as it deems appropriate provided that said committees may not exercise the powers of the Board.

IV. **OFFICERS.**

A. **In General.** The officers of the Corporation shall consist of a President, Vice President, Secretary, and Treasurer.

B. **Duties.** The duties of each office shall include but not be limited to duties prescribed by Wis. Stat. ch. 181 and those additional duties set forth below. The President may assign additional duties to any officer as the President deems appropriate.

1. **President.** The President shall be the Chairperson of the County Board and shall generally manage the day-to-day operations of the Corporation subject to the direction of the Board of Directors. The President shall preside at all meetings of the Board of Directors and members.

2. **Vice President.** The Vice President shall be the Finance Committee Chairperson and shall exercise the duties of the President in the absence or incapacity of the President. If the President should die, resign, or be removed from office, the Vice President shall succeed to the office of the President until such time as a new County Board Chairperson is elected by the County Board.

3. **Secretary.** The Corporation Counsel, or his or her designee, shall serve as Secretary and shall maintain all records of the Corporation and shall prepare minutes of all meetings of the Board of Directors and members.

4. **Treasurer.** The Finance Director of Sheboygan County shall serve as the Treasurer. The Treasurer shall have custody of the funds

of the Corporation and shall maintain all financial records of the Corporation. The Treasurer shall report to the President, Board of Directors, and members on the financial status of the Corporation.

V. DISSOLUTION. The Corporation shall be subject to dissolution, and its corporate authority terminated upon resolution adopted by a majority of the Sheboygan County Board, whereupon the members shall immediately proceed to dissolve the Corporation, wind up its affairs, and distribute its remaining assets as provided in Wis. Stat. § 59.57(2)(e)4 (2017-18).

VI. MISCELLANEOUS.

A. Fiscal Year. The fiscal year of the Corporation shall end on December 31.

B. Powers. In addition to any other powers provided herein or by law, the Board of Directors may authorize one (1) or more officers of the Corporation to execute and deliver instruments, open bank accounts, execute checks and drafts in the name of the Corporation, make or obtain loans, and sell, assign, or pledge securities, subject to any County Board approval required under Wis. Stat. § 59.57(f).

C. Notice. Whenever these Bylaws require written notice to members and directors, such notice shall be e-mailed to each member and director at the e-mail address on file in the records of the Corporation. Each member and director shall be responsible for advising the Corporation of his or her current e-mail address. In all cases, notice shall be deemed given on the date of e-mailing.

D. Code of Ethics. The members and directors are subject to the conflict of interest and code of ethics requirements of Chapter 1 of the Sheboygan County Code.

E. Revolving Loan Fund Guidelines. The members and directors shall establish and approve revolving loan fund guidelines, subject to confirmation of the

Executive Committee of the Sheboygan County Board, for loans of the Corporation made in furtherance of industrial development projects.

VII. AMENDMENT. These Bylaws may be amended by a vote of two-thirds (2/3) of the members and directors of the Corporation present and voting at a meeting duly called for such purpose, subject to approval of the Executive Committee of the Sheboygan County Board. Written notice of the meeting, including the text of the proposed Bylaw amendment, must be given to each member and director at least ten (10) days prior to the date of the meeting.

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Attachment: Sheboygan County RLF (Ozaukee County Revolving Loan Fund Program)

SHEBOYGAN COUNTY ORDINANCE NO. _____ (2019/20)

Re: **Creating Chapter 8 – Establishing Sheboygan County Industrial Development and Revolving Loan Agency**

WHEREAS, pursuant to Resolution No. 29 of 2018/19, the Sheboygan County Board authorized the Executive Committee to develop an Ordinance establishing the *Sheboygan County Industrial Development Agency* to continue to allow for a revolving loan program supporting economic development, and

WHEREAS, pursuant to Wis. Stat. § 59.57(2)(b), it is the policy of the State of Wisconsin "to promote the right to gainful employment, business opportunity, and general welfare of the inhabitants thereof and to preserve and enhance the tax base in counties and municipalities" through industrial development agencies, and

WHEREAS, the Sheboygan County Industrial Development and Revolving Loan Agency will have the ability to carry out the policy of the State through loans, contracts, leases, the purchase of real or personal property, and other means required or necessary to effectuate the purposes of the Industrial Development Law, and

WHEREAS, the Executive Committee believes it is in the best interest of economic development efforts in Sheboygan County to create the Sheboygan County Industrial Development and Revolving Loan Agency for the purposes of effectuating the powers described in the Wisconsin Industrial Development Law, including the continuation of a revolving loan program;

NOW, THEREFORE, the County Board of Supervisors of the County of Sheboygan does ordain as follows:

Section 1. **Creating Sheboygan County Industrial Development and Revolving Loan Agency.** Chapter 8 of the Sheboygan County Code of Ordinances is hereby created to read as follows:

Chapter 8

Attachment: Sheboygan County RLF (Ozaukee County Revolving Loan Fund Program)

SHEBOYGAN COUNTY INDUSTRIAL DEVELOPMENT
AND REVOLVING LOAN AGENCY

8.01 ESTABLISHMENT OF INDUSTRIAL DEVELOPMENT AND REVOLVING LOAN
AGENCY

8.02 DEFINITIONS

8.03 POWERS OF THE AGENCY

8.04 EXAMINATION AND AUDIT

8.05 MEMBERS AND DIRECTORS

8.06 ARTICLES OF INCORPORATION

8.07 BYLAWS

8.08 DISSOLUTION

8.01 ESTABLISHMENT OF INDUSTRIAL DEVELOPMENT AND REVOLVING LOAN
AGENCY. Pursuant to the provisions of Wis. Stat. § 59.57, there is hereby
established the Sheboygan County Industrial Development and Revolving Loan
Agency, hereafter referred to as the Agency. The Agency shall be subject to the
provisions of Wis. Stat. ch. 181, except such as are inconsistent with the
provisions of Wis. Stat. § 59.57(2).

8.02 DEFINITIONS. In this Section, unless the context clearly indicates otherwise:

(1) "Industrial Development and Revolving Loan Agency" or "Agency" means
a public body corporate and politic created under this Section, which
agency shall have the characteristics and powers described in this
Chapter and Wis. Stat. § 59.57.

(2) "Industrial development project" means any site, structure, facility, or
undertaking comprising or being connected with or being a part of an
industrial, manufacturing, commercial, retail, agribusiness, or
service-related enterprise established or to be established by an industrial
development agency.

69 8.03 POWERS OF THE AGENCY. The Industrial Development and Revolving Loan
70 Agency shall have the following powers:
71

- 72 (1) To grant financial aid and assistance to any industrial development
73 project, which financial aid may be loans, contracts of sale, and purchase,
74 leases, and such other transactions as are determined by the Agency.
75
- 76 (2) Within the boundaries of the County, to acquire by purchase, lease, or
77 otherwise any real or personal property, or any interest therein, or
78 mortgage or other lien thereon; to hold, improve, clear, and redevelop any
79 such property; to sell, assign, lease, subdivide, and make the property
80 available for industrial use, and to mortgage or otherwise encumber the
81 property. The Agency may only exercise the powers set forth in this
82 Subparagraph (2) for industrial or manufacturing enterprises established
83 or to be established by the Agency.
84
- 85 (3) To borrow money and to execute notes, bonds, debentures, and other
86 forms of indebtedness; to apply for and accept advances, loans, grants,
87 and contributions and other forms of financial assistance from the federal,
88 state, or County government and from municipalities and other public
89 bodies and from industrial and other sources; to give such security as is
90 required by way of mortgage, lien, pledge, or other encumbrance but any
91 obligations for the payment of money shall be issued by the Agency only
92 after approval in such manner as is determined by the Sheboygan County
93 Board.
94
- 95 (4) To loan money for such period of time and at an interest rate that is
96 determined by the Agency and to be secured by mortgage, pledge, or
97 other lien or encumbrance on the industrial development project for which
98 the loan was made or in other appropriate manner, which mortgage or
99 other lien may be subordinate to a mortgage or other lien securing the
100 obligations representing funds secured from independent sources which
101 are used in the financing of the industrial development project and which

mortgage or other lien and the indebtedness secured thereby may be sold, assigned, pledged, or hypothecated.

- (5) To enter into any contracts considered necessary or helpful and in general have and exercise all such other and further authority as is required or necessary in order to effectuate the purposes of this Chapter.

8.04 EXAMINATION AND AUDIT. The accounts and books of the Agency, including its receipts, disbursements, contracts, mortgages, investments, and other matters relating to its finances, operation, and affairs shall be examined and audited annually by an independent certified public accountant designated by the Sheboygan County Board.

8.05 MEMBERS AND DIRECTORS.

- (1) There shall be two (2) classes of members and two (2) classes of directors: County members and directors and public members and directors as designated in the articles of incorporation of the Agency. The County members and directors shall at all times constitute not less than a majority of the total authorized members and directors.

- (2) The County members and directors shall be the Chairperson of the County Board, the Vice Chairperson of the County Board, the Chairperson of the Finance Committee, the Corporation Counsel, and the County Finance Director, and the County Treasurer by virtue of their offices.

- (3) The County Administrator shall appoint the public members and directors subject to confirmation of the County Board of Supervisors.

8.07 ARTICLES OF INCORPORATION. The articles of incorporation on file in the County Clerk's Office as of _____, 2020, are hereby approved, and the County Board Chairperson, Chairperson of the Finance Committee, and

Corporation Counsel are authorized to sign and acknowledge said articles. Any amendments to the articles may be made by the Executive Committee.

8.08 BYLAWS. The bylaws on file in the County Clerk's Office as of _____, 2020, are hereby approved. Any amendments to the bylaws may be made by the Executive Committee.

8.09 DISSOLUTION. The Agency may be dissolved and its corporate authority terminated upon resolution adopted by the majority of the Sheboygan County Board. Upon dissolution, all net assets of the Agency shall be paid to the County.

Section 2. **Effective Date.** The herein Ordinance shall take effect upon enactment.

Respectfully submitted this 18th day of February, 2020.

EXECUTIVE COMMITTEE

Thomas Wegner, Chairperson

Vernon Koch, Vice-Chairperson

William C. Goehring, Secretary

Edward J. Procek

Robert Ziegelbauer

Opposed to Introduction:

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181 **EXECUTIVE COMMITTEE**

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186 Thomas Wegner, Chairperson

185 _____

186 Vernon Koch, Vice-Chairperson

187 _____

188 William C. Goehring, Secretary

187 _____

188 Edward J. Procek

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190 Robert Ziegelbauer

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193 Opposed to Introduction:

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202 Countersigned by:

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207 Thomas Wegner, Chairperson

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January 27, 2020, draft



HEADS OF TERMS

Framework for Next Generation Impact RLF Program & Fund Management Agreement

Date: June 11, 2018

Funding the RLF Portfolio:

- Current deployed and undeployed amounts for Impact and Attraction funds are collapsed into a single "Impact Revolving Loan Fund Program" portfolio. The December 31, 2017 total portfolio size of these two funds (including outstanding balances) was \$7,522,519.
- County allocates \$2 million / year in lump sum injections to principal through 2021 to reach \$15,522,519, which is \$2,977,481 short of a fully funded total portfolio principal cap amount of \$18,500,000. These injections shall follow the following schedule:
 - January 1, 2018 - \$2 million
 - January 1, 2019 - \$2 million
 - January 1, 2020 - \$2 million
 - January 1, 2021 - \$2 million
 - January 1, 2022 – if required to reach full funding, an amount equal to \$18,500,000 less the fund's December 31, 2021 principal balance, not to exceed \$2 million total
- To help fill the \$2,977,481 gap in reaching the fully funded principal amount, County shall allocate by March 31st annually any excess sales tax revenue calculated from year prior receipts up to the \$18.5 million principal cap amount. Excess sales tax from 2017 receipts (payable in March 2018) is \$805,437.80, \$500,000 of which will be used to fund an escrow described in the subsequent bullet.
- The County shall, upon executing the agreement, place \$500,000 into an escrow fund. In the event portfolio funding is not achieved as timed and at levels as set in the above schedule, EDWC shall receive the \$500,000 in escrow prior to March 31 of the year in which the County's funding obligation was not met and without restriction to EDWC on its use. Once portfolio funding is achieved as prescribed herein, the escrowed amount and its earned interest shall be applied to fund the Impact RLF portfolio up to the fully funded, principal cap of \$18.5 million with any remainder being returned to the County.
- Should sales tax revenue fall short of the County's budget, there is no curtailment in the above funding schedule.
- Impact RLF portfolio shall be maintained in an independent bank account (potentially a "WISC account" based on its liquidity and current earnings rates) and subject to segregated reporting.
- County shall not at any time during the life of the agreement redirect nor repurpose principal funds allocated to the Impact Revolving Loan Fund Program portfolio.
- CDBG RLF program funds and management shall remain under the current, separate service agreement in accordance with federal HUD guidelines and requirements unless otherwise directed by the County in response to Wisconsin Department of Administration's Substantial Amendment #3 "CDBG RLF-ED Closeout Program."

Public Purpose Objectives & Requirements:

- Allocating a portion of the County's share of the sales tax to the Impact RLF Program serves as reinvestment into a "growth engine" for future sales tax revenue and thus contributes positively to proactively mitigating pending fiscal risk associated with projected gaps between future general fund revenue and expenses...ultimately spreading the cost of services across a broader tax base and reducing the burden for individual tax payers.
- Use of funds from this program must successfully leverage private sector investment to accelerate business growth in Washington County and improve the competitiveness of its workforce. This is accomplished by incentivizing the creation of quality jobs and economic prosperity countywide.
- A project "creates quality jobs" by generating net new positions over a defined period and / or by upskilling existing positions as measured by increasing non-owner payroll over the same

period. Minimum creation levels and monitoring periods are established in the loan program manual. Upskilling existing positions is not to be confused with job retention, which, while important, is not a focus of this program.

- “Creating economic prosperity countywide” is met by EDWC’s Loan Committee (as part of its underwriting) determining that the loan applicant both increases quality job opportunities and new private investment into the area economy.
- New private investment (defined as owner equity, investor equity or a loan sourced from a private lender) must be at least equal to the loan amount funded through the Impact RLF, which ensures that the Impact RLF Program is not used as a principal source of project funding. While this is a program minimum, EDWC has historically successfully targeted and shall continue to target projects with overall public-private leverage ratios far exceeding this minimum requirement. The ratio currently averages \$10 of private investment for every \$1 of public incentives.
- Eligibility and use requirements to be established within the loan program manual.
- Loan funds may be stacked with other public incentives, including sources of funds generated from outside the County.
- Growth must occur and the applicant company commit to maintaining its presence within the County for a defined period as established in the loan program manual.
- Proceeds shall not be used to satisfy any outstanding obligations to public entities and authorities.
- While structures and repayment sources will necessarily differ among projects approved by EDWC’s RLF Committee, in all circumstances the proceeds shall be subject to repayment and revolved back into the fund.

**Impact Loan
Portfolio
Authorities:**

Fiscal Agency – County
Loan Program Manual – EDWC RLF Committee
Marketing & Promotion – EDWC
Application – EDWC
Underwriting – EDWC
Pricing and Terms – EDWC RLF Committee
Collateral and Security Structure – EDWC RLF Committee
Loan Approval & Funding Decisions – EDWC RLF Committee
Authoring and Executing Loan Documents – EDWC
Servicing – EDWC
Defaults & Penalties – EDWC RLF Committee
Loan Amendments & Modifications – EDWC RLF Committee
Write-Off – EDWC RLF Committee
Loan Loss Reserve (Amount & Application) – EDWC RLF Committee
Reinstatement of Loan Loss Principal Excess of Reserve – EDWC Board of Directors & RLF Committee Mutually
Portfolio Health Analysis & Reporting – EDWC
Borrower Payment Status & Activity Reporting – County
Portfolio Earnings Reporting – County
Investing Undeployed Funds – County

**Signing
Authority**

With the explicit exception of intergovernmental agreements required to consummate non-traditional deal structures approved by EDWC’s RLF Committee in the deployment of Impact RLF Program portfolio assets and involving obligations between the County and other governmental jurisdictions, EDWC’s executive director and / or RLF committee chair are otherwise fully authorized to sign any and all documents and instruments required for the making and servicing of loans between the County and private businesses under the Impact RLF Program, including but not limited to loan agreements, inter-creditor agreements, mortgages, various other security instruments, UCC filings, forbearance agreements, notices of default, loan amendments and modifications, compliance and performance documents, certifications, payoff notices, satisfaction documentation and various other correspondence and communication.

**RLF
Committee:**

- Quasi-independent committee of EDWC
- To ensure the integrity of the loan underwriting and decision-making process, the committee has limited reporting responsibility to EDWC's Board of Directors as designated by EDWC's Bylaws.
- Projects considered by the committee are strictly confidential and thus are not shared with EDWC's Board or County until such time projects are approved by the committee, after which, information-sharing shall follow reporting requirements noted in the "Reporting" section.
- Committee chair serves without term limits on EDWC's Board of Directors in a liaison capacity between the committee and board.
- Committee consists of at least 7 but not more than 9 members and shall include at least one non-elected representative from County government with the same authority and rights as other committee members.
- Committee serves as the administrative body for the Impact Revolving Loan Fund Portfolio and Program.

Reporting:

- EDWC shall present annually to the County's Executive Committee a "Impact RLF Program Report" that includes both an open session and closed session component.
- EDWC's open session component shall include:
 - Snapshot of fund utilization, including utilization rates, outstanding principal balance, term sheet commitments, high confidence pipeline potential and funds available;
 - Statement of overall health of the portfolio, including if there are any defaults and a summary statement on the overall risk level present in the portfolio;
 - Summary of public purpose objectives accomplished and economic impacts generated by the portfolio.
- EDWC's closed session component shall include summary information on specific loans in the portfolio (outstanding balance, payment status and public purpose performance), specific risks involving proprietary information, the magnitude of any write-off potential, any application of EDWC's loss reserve and a summary of the current pipeline for future project opportunity. The confidentiality of information presented in closed session is subject to interpretations of and compliance with Open Records Law and Open Meetings Law in Wisconsin Statutes 19.31 and 19.81 respectively.
- County shall report monthly to EDWC payments received and disbursements made within 15 days of month end.
- County shall provide monthly to EDWC a snapshot of the overall portfolio by loan in a form like that provided under the current service agreement within 15 days of month end.
- County shall provide a monthly statement of portfolio earnings from both deployed and undeployed funds within 30 days of month end. This statement accompanies the actual monthly payment to EDWC of said earnings as outlined below.
- County shall provide to EDWC within 30 days of quarter end an accounting of the time its finance department has incurred in performing its responsibilities as fiscal agent for the Impact RLF Fund.
- EDWC's budgeted and actual expenses incurred and revenue earned during management of the Impact RLF Portfolio are not independently reported to the County; rather, are incorporated into the preparation and presentation of EDWC's annual audited financial statements, a copy of which is provided to the County within 30 days of its completion.

**Confidentiality,
Record
Access &
Public Record:**

- All RLF committee members are subject to the confidentiality and conflict of interest policies of EDWC.
- Loan manual shall be provided by EDWC to the County as a public document and reviewed annually by EDWC's RLF Committee for relevant, necessary, appropriate or required revisions. Revised manuals also provided to the County within 30 days of approved revisions being made.

- All records of EDWC are the property of EDWC and shall not be deemed public records in accordance with a Quarles and Brady LLP opinion dated December 7, 2011.
- In accordance with Wisconsin Statute 19.31, EDWC will disclose at the County's request the following items understood as a matter of public record:
 - Amount of the loan provided to a project
 - Name and address of party to which funding was provided
 - Purpose of the funding
 - Public benefit
 - Total private sector investment in the project
 - Term length
 - Outstanding balance, if any

**Write-Offs &
Loss Reserve:**

- EDWC shall set aside a segregated and restricted loan loss reserve at amounts to be determined by EDWC's RLF committee with the approval of the EDWC Board of Directors, beginning in 2020.
- EDWC shall reinstate loan portfolio principal loss at a minimum level of 10% of the write-off amount with the timing of said reinstatements to be determined by the EDWC RLF Committee and approved by EDWC's Board.
- EDWC's RLF Committee shall review annually and score the portfolio's overall risk level and adjust loan loss reserve set aside level accordingly and at its expert discretion.
- Should the service agreement be terminated and / or should the County sell the portfolio through factoring or any other approach, the EDWC Board of Directors is entitled to designate the loss reserve account as unrestricted and redirect these funds in whatever manner it deems appropriate in furtherance of EDWC's mission.

**Earnings &
Fees:**

1. For the professional services EDWC renders on behalf of the County and to further the County's strategic interests in economic development relative to its public purposes, the County shall remit to EDWC, within 30 days of month-end, the interest earnings from the previous month on both deployed and undeployed assets in the fund as well as any other revenue the fund earns from loaning funds (TIF agreements for example). Reporting requirements for both EDWC and the County relative to these monthly payments are agreed to above in the "Reporting" section.
2. EDWC is authorized to charge applicants and borrowers – and receive in full – various loan related fees, including but not limited to application fees, origination fees and direct reimbursement for any and all legal and professional fees incurred on the borrower's behalf and / or in executing responsibilities necessary to making the loan and fulfilling obligations in the loan agreement.
3. Within 30 days of receipt of the County's report of its time in performing required duties as fiscal agent, EDWC shall remit monthly to the County a "fiscal agency fee" using a billing rate of \$48.50 per hour plus 5% for an "all-in" billing rate of \$50.93 per hour. The monthly fiscal agency fee shall thus be calculated as \$50.93 multiplied by the actual time spent in quarter-hour increments. The County's Finance Department estimates a maximum of 25 hours annually will be required to complete its responsibilities as fiscal agent with an additional hour of set-up time for each new loan.

**Retainer Step-
Down:**

Both parties acknowledge that deployment of portfolio funds during the scale-up period 2019 – 2021 requires added risk, time and expense incurred ahead of benefits derived from eventual economies of scale. Both parties additionally acknowledge that EDWC's receipt of all portfolio earnings is predicated on the eventual elimination of the contributed retainer EDWC currently receives from the County's general fund. As such, both parties agree to step down the retainer by 50% each year during scale-up based on the following schedule. Reducing the retainer according said schedule is contingent upon the County funding the Impact RLF per the "Funding the RLF Portfolio" section above.

- 2018 - \$48,000 in January and \$48,000 in June
- 2019 - \$24,000 in January and \$24,000 in June

- 2020 - \$12,000 in January and \$12,000 in June
- 2021 - \$6,000 in January and \$6,000 in June

Penalties to Borrowers:

Per an approved loan program manual, EDWC's RLF Committee may assess the borrower various penalties for non-performance as specified in the loan agreement, including non-performance of public purpose objectives. The penalties shall be set in circumstances and at levels deemed appropriate by the EDWC RLF Committee. The penalties shall be retained by EDWC and utilized for whatever purposes it deems appropriate at its sole discretion.

Continuity of Partnership:

- County and EDWC collectively attest to and affirm:
 - County currently outsources most of its desired economic development activities to EDWC and currently contributes a retainer to EDWC in support of its work executing on them;
 - RLF program administration is only one such activity with the County additionally compensating EDWC for the performance of professional services therein through fees calculated as a percent of principal and interest payments revolved back into the funds;
 - County is therefore widely recognized by both the private and public sectors as a key founder and leading partner in EDWC's work to fulfil its mission of "fueling growth businesses and industries for the creation of quality jobs and economic prosperity countywide;"
 - Both parties seek to grow the County's leading role in the organization's work through the new Impact RLF Program structure and extrovert that strengthened engagement to other stakeholders.
- Both parties therefore additionally attest to and affirm:
 - Converting the County's RLF program structure to that outlined herein while simultaneously eliminating the County's general fund contribution to EDWC represents material risk on EDWC's ability to execute economic development activities the County has outsourced to it, especially during the scale-up period through 2021;
 - Once scaled, EDWC's modeling suggests that the fund earnings it retains through the new agreement could exceed the direct and indirect costs of EDWC's portfolio management work and thus generate new capacity for EDWC to conduct enhanced levels of economic development project activity outsourced to it by the County, especially after 2021 when scale-up is anticipated to be largely complete;
 - Any surplus so generated is therefore intended to replace the County's current contributed retainer to EDWC with a more robust and sustainable revenue stream, supporting greater levels of mission-driven impact throughout the County.
- In appropriately mitigating risk and in furtherance of the County's leading role in EDWC's mission with the goal of creating a sustainable means to fund activities necessary in its achievement, the County and EDWC agree:
 - County shall step down its contribution to EDWC per the terms and schedule in the "Retainer Step-Down" section herein.
 - EDWC shall retain excess funds earned off the Impact RLF portfolio—to the extent there are any after direct and indirect program administration expenses have been paid to EDWC—for the purposes of supporting activities as determined necessary by EDWC to advance its mission and successfully accomplish economic development work for the County.
 - EDWC shall continue to perform economic development work on behalf of the County so long as the Impact RLF service agreement has not been terminated by either party.
 - This economic development work may include but not be limited to, at EDWC's discretion, marketing, maintaining a database of available properties and buildings, prospecting, capital structuring, incentive packaging, negotiating deals, responding to attraction opportunity, business visitation and retention, redeveloping brownfields,

subscriptions to various business intelligence databases and online tools, return on investment analysis, project impact analysis, networking and referrals, strategic planning and executing on resulting tactics.

- EDWC shall select and approve, with the County's recommendation, a non-elected representative from the County to serve on the EDWC Board of Directors so long as the Impact RLF service agreement has not been terminated by either party.
- EDWC shall provide the County annually with a "State of Economic Development Report."
- County's non-elected representative on EDWC's Board of Directors shall provide the EDWC Board annually with a "State of the County Report" and meet annually with EDWC's Executive Committee to discuss the Impact RLF Program, EDWC's mission-centered work and other matters pertaining to the County's partnership with EDWC. This meeting shall include a closed session component whereby the County's non-elected representative may raise matters requiring close session sensitivity.
- Within 60 days following the execution of this Heads of Terms, EDWC shall author and deliver to the County for its consideration a Memorandum of Understanding (1) detailing best practices currently engaged by both parties in support of an effective and successful economic development partnership and (2) pledging to continue these practices throughout the Impact Revolving Loan Fund Program agreement's term.

Exclusivity: The agreement shall constitute a limited exclusive arrangement between EDWC and the County. EDWC is entitled to enter into agreements with municipalities and entities from within Washington County for the purposes of administering incentive funding and / or providing other economic development services on their behalf; however, is prohibited from managing the loan portfolios of and / or engaging in other economic development services for governmental bodies outside the County without the County's specific written permission. This limited exclusivity shall only apply to arrangements EDWC may broker with the public sector and therefore does not constitute any limitation on or restriction to EDWC for engaging in consulting with or providing other value-added services to private sector entities regardless of location, purpose and / or structure.

Term, Renewal & Termination:

- Initial term is through 2028. Contract shall automatically renew on a triannual basis thereafter.
- Either party may terminate this agreement for any reason with one full calendar year's notice, meaning any notice provided in the current calendar year will result in a termination date of December 31 of the subsequent calendar year.
- Sale of the Impact RLF portfolio in whole or in part through factoring or any other approach constitutes an act of termination and therefore shall be subject to the notification and termination requirements herein.
- In the event the County exercises its right to terminate with notice and / or exercises any sale of the Impact RLF portfolio, the County shall pay to EDWC a termination fee in an amount equal to the sum of the fund's deployed and undeployed asset earnings of the most recent 12 months. The County shall pay the termination fee prior to November 30 of the year in which the termination occurs.
- In the event EDWC exercises its right to terminate with notice, EDWC shall pay to the County a termination fee in an amount equal to the monthly average loan loss reserve level as calculated over the most recent 36 months.

Notice and Opportunity to Cure: If either party breaches its obligations under the agreement, the non-breaching party shall give the breaching party written notice of such breach, and the opportunity to cure such breach for a period of five (5) business days after delivery of the notice of breach with respect to a monetary breach, or fifteen (15) business days after delivery of the notice of breach with respect to a non-monetary breach.

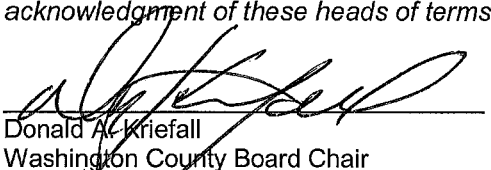
Insurance: EDWC shall have the option, but not the obligation, to carry E&O insurance at levels deemed appropriate by both the EDWC RLF Committee and Board of Directors. EDWC shall carry general

liability, automobile liability, statutory workers compensation, umbrella liability and employee theft coverage at levels deemed appropriate to mitigating risk as determined under the sole discretion of the EDWC Board of Directors.

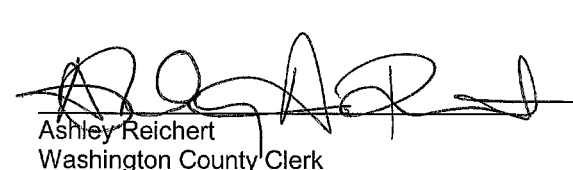
**Other
Provisions:**

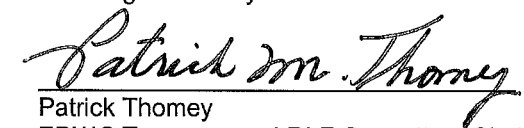
- Mutual indemnification
- No assignment
- Other standard provisions continued from current agreement to the new

On behalf of Washington County, Wisconsin, and Economic Development Washington County, we acknowledge receipt of the framework for an Impact RLF Program Management Agreement as outlined herein. This heads of terms is merely a summary of the main terms and conditions of the modification of the existing contractual relationship among the parties and is not, and shall not be deemed to be, binding upon the parties until such time as the parties have executed and delivered a mutually acceptable definitive agreement with respect to the matters described above and the parties acknowledge the current agreements among the parties shall not be modified or amended as a result of the acknowledgment of these heads of terms.


Donald A. Kriefall
Washington County Board Chair


Christian Tscheschlok, CEcD
EDWC Executive Director


Ashley Reichert
Washington County Clerk


Patrick Thomey
EDWC Treasurer and RLF Committee Chair

IMPACT REVOLVING LOAN FUND PROGRAM MANAGEMENT AGREEMENT

THIS IMPACT REVOLVING LOAN FUND PROGRAM MANAGEMENT AGREEMENT (this “**Agreement**”) is effective as of this 20th day of December, 2018 (“**Effective Date**”) and entered into by and between **WASHINGTON COUNTY OF WISCONSIN** (the “**County**”), a Wisconsin body politic and corporate, and **WASHINGTON COUNTY ECONOMIC DEVELOPMENT CORPORATION (“EDWC”)**, a Wisconsin nonstock corporation. The County and EDWC may be referred to herein each as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. The Washington County Board of Supervisors has declared it to be in the best interests of the citizens of Washington County to promote private sector development in Washington County through investment in projects (public, private and any combination thereof) that create quality jobs and promote economic prosperity. The Washington County Board of Supervisors has further determined that the best means by which to accomplish these public purposes is to work on conjunction with a nonprofit social welfare organization whose mission is to promote economic development in the County. As a result, the Washington County Board of Supervisors approves of and has authorized the County to outsource the vast majority of its desired economic development activities to EDWC in support of its work executing on the County and EDWC’s shared goals of promoting economic development. The County has maintained a mutually-beneficial relationship with EDWC since November 2005.

B. The Washington County Board of Supervisors has determined that the County’s appropriation of money to EDWC and EDWC’s activities with respect to its mission will allow the development of data regarding the business needs of Washington County, and will provide for the continued improvement of the business climate of Washington County. A copy of EDWC’s Articles of Incorporation reflecting, among other things, its mission is attached hereto as Exhibit A.

C. The County is widely recognized by both the private and public sectors as a key founder and leading partner in EDWC’s work to fulfil its mission of fueling growth businesses and industries for the creation of quality jobs and economic prosperity countywide.

D. The County contributes a retainer (the “**Retainer**”) to compensate EDWC for the performance of economic development services, as described in Section 2 of this agreement, and the administration and maintenance of the RLF Program, as defined below.

E. Historically, the County has worked with EDWC to create and maintain the Revolving Loan Fund Program (the “**RLF Program**”). The RLF Program creates and maintains a loan fund from which qualifying businesses can obtain loans on favorable terms if the business commits to meeting the economic development goals of EDWC and, by implication, the County. The RLF Program has been funded with contributions from the County and the County acts as fiscal agent with respect to funds made available through the RLF Program.

F. The Parties now desire to modify the historical structure of the Parties' relationship to better delineate roles and responsibilities in relation to the RLF Program and the Retainer, all as more particularly set forth in this Agreement.

G. The Parties believe that the terms and conditions set forth in this Agreement will generate new capacity for EDWC to conduct enhanced levels of economic development project activity and support greater levels of mission-driven impact throughout the County.

H. The Parties recognize the following public purpose objectives and program requirements as mutual understandings surrounding the historical and continued relationship between the Parties and which further provide the basis for the Parties' collective intent in the creation of this Agreement:

- Allocating funds to the RLF Program serves as reinvestment into a "growth engine" for future sales tax revenue and thus contributes positively to proactively mitigating pending fiscal risk associated with projected gaps between future general fund revenue and expenses, ultimately spreading the cost of services across a broader tax base and reducing the burden for individual taxpayers.
- Use of funds from the RLF Program is intended to leverage private sector investment to accelerate business growth in Washington County and improve the competitiveness of its workforce. This is accomplished by incentivizing the creation of quality jobs and economic prosperity countywide.
- A project "creates quality jobs" by generating net new positions over a defined period and/or by upskilling existing positions as measured by increasing non-owner payroll over the same period. Minimum creation levels and monitoring periods are established in the Manual (as defined below). Upskilling existing positions is not to be confused with job retention, which, while important, is not a principal focus of the RLF Program.
- "Creating economic prosperity countywide" is met by EDWC's Loan Committee (as part of its underwriting) determining that the loan applicant both increases quality job opportunities and new private investment into the area economy.
- New private investment (defined as owner equity, investor equity or a loan sourced from a private lender) must be at least equal to the loan amount funded through the RLF Program, which ensures that the RLF Program is not used as a principal source of project funding. While this is a program minimum, EDWC has historically successfully targeted and shall continue to target projects with overall public-private leverage ratios far exceeding this minimum requirement.
- Eligibility and use requirements shall be established in the Manual.
- Loan funds may be stacked with other public incentives, including sources of funds generated from outside the County.

- The applicant company shall commit to growth and maintaining its presence within the County for a defined period as established in the Manual.
- Proceeds of RLF Program loans shall not be used to satisfy any outstanding obligations to public entities and authorities.
- While structures and repayment sources will necessarily differ among projects approved by EDWC's RLF Committee, including but not limited to the use of non-borrower sources such as tax increment financing, in all circumstances the proceeds shall be subject to repayment and revolved back into the fund.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and EDWC hereby agree as follows:

The Recitals are statements related to the Parties' intent with regard to their contractual relationship. While not provisions of this Agreement, they inform the intended nature of this Agreement.

1. Creation and Management of the RLF Program and RLF Program Funds.

- 1.1 Existing RLF Program Funds. The Parties understand and agree that all funds associated with the RLF Program, including those of the Impact and Attraction Funds are currently maintained in an account controlled by the County and the County acts as fiscal agent in relation to the funds. All funds currently held by the County, together with the outstanding principal balance of current loans in repayment, all funds contributed to the RLF Program by the County pursuant to Section 3.1 and the RLF Program Fund Earnings (collectively "**RLF Program Funds**"), shall be subject to the terms of this Agreement.
- 1.2 Accounting for Funds. The County shall maintain all RLF Program Funds in a separate bank account and invested by the County in a manner consistent with Wis. Stat. § 66.0603 at the County's sole and absolute discretion.
- 1.3 Maintenance of Funds. The County covenants to maintain all RLF Program Funds for the benefit of both the RLF Program and EDWC's mission and shall not use any RLF Program Funds for a purpose inconsistent with the terms of this Agreement.
- 1.4 CDBG. Community Development Block Grant funds appropriated to the RLF Program are separate and distinct from RLF Program Funds and shall remain under a separate service agreement in accordance with federal Department of Housing and Urban Development guidelines and requirements unless otherwise directed by the County in response to the Wisconsin Department of Administration's Substantial Amendment #3 - CDBG RLF-ED Closeout Program.
- 1.5 RLF Program Roles and Authorities. Except as otherwise set forth in this Agreement, the RLF Program Committee is the governing body of record for the RLF Program, including but not limited to the sole authority, in its professional

discretion, to make loans, execute on loan documents and pursue remedies under the loans. The Parties have further delineated other roles and authorities as outlined in the “RLF Program Roles and Authorities Table,” which is attached hereto as Exhibit B and incorporated by reference into this Agreement.

- 1.6 RLF Program Responsibilities and Procedures. The Parties shall, from time to time, meet and discuss various responsibilities and procedures between the Parties in relation to the RLF Program. All responsibilities and procedures shall be delineated in the Washington County Impact Revolving Loan Fund Program Manual (the “**Manual**”). [A1]
- 1.7 RLF Program Fund Earnings. For the professional services EDWC renders on behalf of the County and to further the County’s strategic interests in economic development relative to its public purposes, the County shall remit to EDWC, within thirty (30) days after the end of each month, the interest earnings from the previous month on both deployed and undeployed assets in the RLF Program as well as any other revenue the RLF Program Funds earn (e.g. TIF agreements) (the “**RLF Program Fund Earnings**”). The County shall remit, beginning on January 1, 2019, and monthly thereafter, the RLF Program Fund Earnings to EDWC out of the RLF Program Funds account established pursuant to Section 1.2 above (the “**Account**”). EDWC shall retain the RLF Program Fund Earnings, utilizing them for whatever purposes it deems in its sole discretion as consistent with its mission.

2. Other Economic Development Activities by EDWC.

During the term of this Agreement, EDWC covenants to continue to perform economic development work on behalf of the County in a manner consistent with its mission as set forth in its Articles of Incorporation. This economic development work may include, but is not limited to, marketing, maintaining a database of available properties and buildings, prospecting, capital structuring, incentive packaging, negotiating deals, responding to attraction opportunity, business visitation and retention, redeveloping brownfields, subscriptions to various business intelligence databases and online tools, return on investment analysis, project impact analysis, networking and referrals, strategic planning and executing on resulting tactics.

3. County Contributions to RLF Program Fund and Retainer.

- 3.1 Initial County Contributions. The County shall contribute \$2,000,000.00 to the Account on January 1 of each of 2019, 2020, and 2021 (each an “**Initial County Contribution**”). If on December 31, 2021, the Account has total funds of less than \$18,500,000.00 (the “**Threshold**”), then on January 1, 2022, the County shall contribute the lesser of the shortfall and \$2,000,000.00.
- 3.2 Escrow During Initial County Contributions. County shall, within 5 days of executing the agreement, place \$500,000 into an escrow account managed by PNC Financial Services Group, Inc. or a subsidiary thereof pursuant to an Escrow Agreement mutually agreed to by the Parties. In the event portfolio funding is not

achieved as timed and at levels specified in Section 3.1, EDWC shall receive the \$500,000 in escrow prior to April 30 of the year in which the County's funding obligation was not met and without restriction to EDWC on its use. Once portfolio funding is fully achieved per Section 3.1, the escrowed amount and its earned interest shall be returned to the County in full.

3.3 Additional Contributions. Until the sums in the Account meet or exceed the Threshold or December 31, 2021, whichever is earlier, on April 30 of each year, the County shall deposit into the Account the unassigned balance from the prior years as identified in the County's annual budget. The unassigned balance for 2017, for example, is set forth in the first line item on page 30 of the County's 2018 Budget. The then-current budget shall be used to make the determination in such year.

3.4 Retainer. The Parties acknowledge and agree that deployment of the RLF Program Funds to eligible businesses under the RLF Program during the scale-up period from the date hereof through 2021 requires added risk, time and expense on the part of EDWC, which will all be incurred ahead of the benefits derived from eventual economies of scale. In recognition of EDWC's investment of risk, time and expense associated with the RLF Program, the County shall pay EDWC a retainer ("**Retainer**"). The Retainer is fully earned when paid and shall be paid in the following amounts according to the following schedule:

3.4.1 2018 - \$48,000 in January and \$48,000 in June. (Paid in Full)

3.4.2 2019 - \$24,000 in January and \$24,000 in June.

3.4.3 2020 - \$12,000 in January and \$12,000 in June.

3.4.4 2021 - \$6,000 in January and \$6,000 in June.

4. Use of RLF Program Funds.

4.1 Purpose. Use of RLF Program Funds must successfully leverage private sector investment to accelerate business growth in Washington County and improve the competitiveness of its workforce. This is accomplished by investing in projects that create quality jobs and economic prosperity countywide, as described below. The terms and conditions related to participation by an eligible business in the RLF Program, and the business' eligibility for funding under the RLF Program, shall be governed by the loan documents related to a particular transaction consistent with the requirements of the Manual, which shall not be amended to create any inconsistency with the terms of this Agreement. In addition to other terms set forth in the Manual and without limiting such terms, EDWC covenants that the RLF Program, the Manual and any subsequent revisions to the Manual shall adhere to the following provisions:

4.1.1 A project creates quality jobs by generating net new positions over a defined period and/or by upskilling existing positions as measured by increasing non-owner payroll over the same period. Minimum creation levels and

monitoring periods are established in the Manual. Upskilling existing positions is not to be confused with job retention, which, while important, is not a principal focus of the RLF Program.

- 4.1.2 A project creates economic prosperity countywide if it increases quality job opportunities and new private investment in Washington County. New private investment must be at least equal to the loan amount funded through the RLF Program, which ensures that the RLF Program is not used as a principal source of project funding. While this is a program minimum, EDWC has historically successfully targeted and shall continue to target projects with overall private-public leverage ratios far exceeding this minimum requirement.
- 4.1.3 Eligibility and use requirements are to be established within the guidelines of the Manual.
- 4.1.4 RLF Program Funds may be stacked with other public incentives, including sources of funds generated from outside Washington County.
- 4.1.5 All applicant persons or entities must commit to maintaining their presence within Washington County for a defined period as established in the Manual.
- 4.1.6 EDWC shall restrict use of RLF Program Funds from being used to satisfy any outstanding obligations to public entities and authorities other than obligations related to the RLF Program loan.
- 4.1.7 All loans must be repaid and revolved back into the RLF Program unless the RLF Committee recommends loan forgiveness to the County Board, stating the reasons and terms therefore, and the County Board subsequently approves the loan forgiveness, which approval may be granted or withheld in its sole and absolute discretion.
- 4.1.8 The Manual shall be reviewed annually by the RLF Committee for relevant, necessary, appropriate or required revisions. Changes to the Manual shall be immediately effective upon the RLF Committee's approval. Redlined and clean copies of any proposed changes to the Manual shall be provided to the County Administrator at least thirty (30) days prior to the date at which such changes are scheduled for consideration by the RLF Committee. Redlined and clean copies of the resulting revised Manual shall be provided to the County within 30 days of its approval.
- 4.1.9 The RLF Committee may assess the borrower various penalties for nonperformance as specified in the loan agreement, including nonperformance of public purpose objectives. The penalties shall be set for circumstances and at levels deemed appropriate by the RLF Committee. The penalties shall be retained by EDWC and utilized for whatever purposes it deems appropriate in its sole discretion.

- 4.1.10 With the explicit exception of intergovernmental agreements required to consummate nontraditional deal structures approved by the RLF Committee in the deployment of RLF Program Funds and involving obligations between the County and other governmental jurisdictions, EDWC's executive director and/or the RLF Committee chair are otherwise fully authorized to sign any and all documents and instruments required for the making and servicing of loans between the County and private businesses under the RLF Program, including but not limited to loan agreements, inter-creditor agreements, mortgages, various other security instruments, UCC filings, forbearance agreements, notices of default, loan amendments and modifications, compliance and performance documents, certifications, payoff notices, satisfaction documentation and various other correspondence and communication.
- 4.1.11 EDWC is authorized to charge applicants and borrowers various loan-related fees, including but not limited to application fees, origination fees and direct reimbursement for any and all legal and professional fees incurred on the borrower's behalf and/or in executing responsibilities necessary to making the loan and fulfilling obligations in the loan agreement. All fees charged by EDWC shall be, fully earned when paid and utilized by EDWC for whatever purposes it deems appropriate in its sole discretion.

5. **RLF Program Committee.**

- 5.1 **Composition.** The RLF Program Committee (the "**RLF Committee**") is established pursuant to the By-Laws of EDWC, a copy of which is attached hereto and labeled Exhibit C. The RLF Committee serves as the governing body of the RLF Program. The RLF Committee shall consist of at least seven (7) but not more than nine (9) members, at least one (1) of whom shall be a non-elected representative from County government appointed by the County and approved by the RLF Committee Chair, whose approval shall not be unreasonably withheld, with the same authority and rights as other RLF Committee members. All RLF Committee members are subject to the confidentiality and conflict of interest policies of EDWC, including EDWC's requirement for all EDWC employees and volunteer members of Board of Directors and its various committees to regularly affirm in writing their binding agreement to these policies.
- 5.2 **Chair.** The RLF Committee chair shall serve without term limits on EDWC's Board of Directors in a liaison capacity between the RLF Committee and EDWC's Board of Directors.
- 5.3 **RLF Committee Reporting.** To ensure the integrity of the loan underwriting and decision-making process, the RLF Committee has certain reporting responsibilities to EDWC's Board of Directors as designated in EDWC's By-Laws. Projects considered by the RLF Committee are strictly confidential and thus are not shared with EDWC's Board of Directors or the County until such time as projects are

approved by the RLF Committee, after which EDWC shall comply with the following reporting requirements to the County:

5.3.1 Present an annual report on the RLF Program to the County's Executive Committee that includes both an open session and confidential information component. The open session component shall include:

- (a) An overview of RLF Program Funds utilization, including utilization rates, outstanding principal balance, term sheet commitments, high confidence pipeline potential and funds available;
- (b) A statement of overall health of the RLF Program, including if there are any defaults and a summary statement on the overall risk level present in the portfolio; and
- (c) A summary of public purpose objectives accomplished and economic impacts generated by the portfolio.

The confidential information component shall include:

- (d) Summary information on specific loans in the RLF Program (outstanding balance, payment status and public purpose performance);
- (e) Specific risks involving proprietary information;
- (f) The magnitude of any write-off potential; and
- (g) Any application of EDWC's loss reserve and a summary of the current pipeline for future project opportunities.

The County's Executive Committee shall schedule the confidential information component of the reporting for closed session. In the event that the Executive Committee does not convene in closed session to receive the confidential information reporting, EDWC shall be under no obligation to provide the reporting. The confidentiality of any information presented in closed session is subject to interpretations of, and compliance with, Open Records Law and Open Meetings Law in Wis. Stat. §§ 19.31 and § 19.81, respectively. All internal records of EDWC are the property of EDWC.

5.3.2 Provide annual audited financial statements within thirty (30) days of completion, but in no event later than June 30 of each year.

5.4 County Reporting. The County shall report the following to the RLF Committee:

5.4.1 Within fifteen (15) days of the end of each month, a report of payments received and disbursements made by the County related to the RLF Program.

5.4.2 Within fifteen (15) days of the end of each month, a snapshot of the overall RLF Program in the format agreed to by the Parties.

5.4.3 Within thirty (30) days of the end of each month, a monthly statement of RLF Program Fund Earnings from both deployed and undeployed funds. This report shall accompany the County's payment to EDWC pursuant to Section 1.7 of this Agreement.

5.4.4 Within thirty (30) days of the end of each quarter, an accounting of the time spent by the County in performing its responsibilities as fiscal agent for the RLF Program.

5.5 Loss Reserve. Beginning January 1, 2020, EDWC shall set aside a segregated and restricted loan loss reserve at amounts to be determined by the RLF Committee with the approval of the EDWC Board of Directors (the "**Loss Reserve**"). The RLF Committee shall annually review and score the RLF Program's overall risk level and adjust the Loss Reserve accordingly.

5.6 Loss Reinstatement. EDWC shall reinstate loan portfolio principal loss from EDWC funds at a minimum level of 10% of the write-off amount with the timing of said reinstatements to be determined by the RLF Committee and approved by EDWC's Board.

6. Reimbursement of County Expenses. Within thirty (30) days of receipt of the County's report of its time in performing required duties as fiscal agent, EDWC shall remit quarterly to the County a fiscal agency fee using a base billing rate of \$48.50 per hour plus 5% for a total billing rate of \$50.93 per hour. The base billing rate shall be subject to increases from time to time to match the County's then-current hourly rate for any employee performing services subject to reimbursement hereunder. The monthly fiscal agency fee shall thus be calculated as \$50.93 multiplied by the actual time spent in quarter-hour increments. The County's total annual billable time allowable under the fiscal agency fee shall not exceed 35 hours unless otherwise approved by EDWC.

7. EDWC Board of Directors. EDWC shall provide the County annually with a "State of Economic Development Report," in a format agreed upon by the Parties. During the term of this Agreement, EDWC shall select and approve, with the County's recommendation, a non-elected representative from the County to serve on the EDWC Board of Directors. The County's non-elected representative shall annually provide the EDWC Board with a "State of the County Report" and meet annually with EDWC's Executive Committee to discuss

the RLF Program, EDWC's mission-centered work and other matters pertaining to the County's partnership with EDWC.

8. **Exclusivity.** EDWC shall be entitled to enter into agreements with municipalities and entities from within Washington County for the purposes of administering incentive funding and/or providing other economic development services on their behalf; however, EDWC is prohibited from managing the loan portfolios of and/or engaging in other economic development services for governmental bodies outside Washington County without the County's prior written approval. This limited exclusivity shall only apply to arrangements EDWC may broker with the public sector and does not constitute any limitation on or restriction to EDWC for engaging in consulting with or providing other value-added services to private sector entities regardless of location, purpose, or structure.

9. **Term; Renewal; Termination; Opportunity to Cure.**

- 9.1 **Term; Renewal.** The initial term of this Agreement shall begin on the Effective Date and terminate on December 31, 2028, unless earlier terminated as provided herein. After the initial term, this Agreement shall automatically renew for additional three (3) year terms unless earlier terminated as provided herein.

- 9.2 **Termination.**

- 9.2.1 A Party may terminate this Agreement if the other Party breaches a material provision of this Agreement, and the breaching party fails to cure such breach within a period of five (5) business days after delivery of the notice of breach with respect to a monetary breach or fifteen (15) business days after delivery of the notice of breach with respect to a nonmonetary breach. The time limits associated with the allowable cure period and subsequent termination absent a cure shall be extended for so long as a Party is making reasonable effort to cure and diligent pursuit of the cure commences within the time set forth herein.

- 9.2.2 Either Party may terminate this Agreement by written notice, which shall be effective on December 31 of the year following the year in which written notice is given. For example, a notice of termination delivered on May 14, 2019, shall cause this Agreement to terminate effective December 31, 2020.

- 9.2.3 In the event the County exercises its right to terminate for a reason other than EDWC's breach of a material provision of the Agreement: (a) the County shall pay to EDWC a termination fee in an amount equal to the RLF Program Fund Earnings (as defined in Section 1.7) for the most recent twelve (12) month period and such termination fee shall be paid prior to November 30 of the year in which the termination is effective; and (b) the Loss Reserve shall become the sole and exclusive property of EDWC without requirement or restriction as set forth in Section 5.5. For avoidance of doubt, unilateral action on the part of the County to sell the RLF Program

portfolio in whole or in part through factoring or any other approach constitutes an act of termination subject to this provision.

9.2.4 In the event EDWC exercises its right to terminate for a reason other than the County's breach of a material provision of the Agreement, EDWC shall pay to the County a termination fee in an amount equal to the monthly average Loss Reserve as calculated over the most recent thirty-six (36) months.

10. **Insurance.** EDWC will procure and maintain in effect during the term of this Agreement: (i) general liability insurance coverage with minimum limits of \$1 million per occurrence and \$2 million aggregate; (ii) errors and omissions liability insurance coverage with minimum limits of \$1 million per occurrence and \$1 million in aggregate or at commercially reasonable levels available to EDWC, whichever is less; and (iii) workers' compensation insurance coverage within statutory limits of the State of Wisconsin. EDWC shall also carry automobile liability, umbrella liability, fidelity, and employee theft coverage at levels deemed appropriate for mitigating EDWC's risk as reasonably determined by EDWC's Board of Directors. EDWC shall name the County as an additional insured on all policies as the County's interests may appear. Upon request, EDWC shall provide evidence of continuous coverage to the County.

11. **Indemnification.**

11.1 EDWC agrees to defend, hold harmless, and indemnify County, including its agents, boards, commissions, committees, departments, employees, officials, and officers from and against any and all liability, including actions, causes of action, costs, charges, claims, damages, demands, expenses, fees, liens, losses, obligations, penalties, proceedings, and settlements of every kind and character for injury to persons (including death) or damage to property arising out of (i) EDWC's performance or nonperformance under this Agreement; and (ii) any negligent or intentional act or conduct by EDWC or any of EDWC's agents, boards, employees, officials, and officers in connection with this Agreement.

11.2 County agrees to defend, hold harmless, and indemnify EDWC, including its agents, boards, committees, employees, officials, and officers from and against any and all liability, including actions, causes of action, costs, charges, claims, damages, demands, expenses, fees, liens, losses, obligations, penalties, proceedings, and settlements of every kind and character for injury to persons (including death) or damage to property arising out of (i) County's performance or nonperformance under this Agreement; and (ii) any negligent or intentional act or conduct by County or, if such person is acting within the scope of their employment where protection is afforded by Wis. Stat. §§ 895.46(1) and 893.82, any of County's agents, boards, commissions, committees, departments, employees, officials, and officers in connection with this Agreement.

Notwithstanding anything in this Agreement to the contrary, all indemnification obligations set forth herein shall survive termination of this Agreement.

12. **Miscellaneous.**

12.1 **Relationship of the Parties.** In the performance of the work, duties and obligations required under this Agreement, each Party and its respective employees and agents shall at all times act and perform as an independent contractor with respect to the other Party. No employee of a Party may be deemed to be an employee of the other Party for purposes of social security, workers' compensation, unemployment insurance, pension or welfare benefit plans or for any other purpose.

12.2 **Governing Law.** This Agreement shall be governed and interpreted in accordance with, and the rights of the Parties shall be determined by, the laws of the State of Wisconsin.

12.3 **Amendments.** No alteration or modification of this Agreement, including appendices or exhibits, shall be valid unless made in writing and executed by each of the Parties.

12.4 **Notices.** Any notice or other communication required pursuant to the provisions of this Agreement shall be in writing and shall be deemed effective when hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to the County: Washington County
Attn: Joshua Schoemann, County Administrator
432 E. Washington Street
West Bend, WI 53095

If to EDWC: Washington County Economic Development Corporation
Attn: Christian Tscheschlok, CEcD
2151 North Main Street
West Bend, WI 53090

Either Party hereto may change the address for the receipt of notice by giving notice pursuant to the provisions of this Section 12.4.

12.5 **Waiver of Breach.** The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

12.6 **Assignment.** The assignment of this Agreement in whole or in part is expressly prohibited without the prior written consent of the other Party.

12.7 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the provision of services which are the subject matter of this Agreement, and supersedes all prior and contemporaneous oral or written negotiations, understandings and agreements between the Parties.

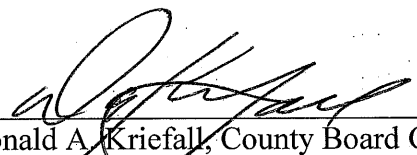
12.8 **Due Authorization.** Each Party has the full power, right, and authority to enter into and to carry out the terms and provisions of this Agreement; and neither Party is

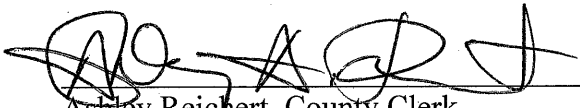
aware of any circumstance or condition that would preclude the Parties from attaining the objectives set forth in this Agreement. Each Party represents that the person signing this Agreement on its behalf is fully authorized to bind that Party.

- 12.9 Miscellaneous. The headings of Sections in this Agreement are provided for convenience only and shall not affect the construction or interpretation of the Agreement. If any provision of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided the surviving agreement materially comports with the Parties' original intent. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

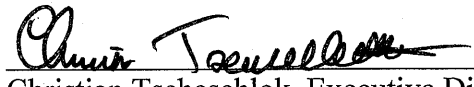
IN WITNESS WHEREOF the Parties have caused their duly authorized officers to execute this Agreement to be effective as of the Effective Date.

WASHINGTON COUNTY


Donald A. Kriefall, County Board Chair
Date 12-20-18


Ashley Reichert, County Clerk
Date 12/20/18

**WASHINGTON COUNTY ECONOMIC
DEVELOPMENT CORPORATION**


Christian Tscheschlok, Executive Director
Date 12/20/2018


Laura Catherman, EDWC Board Secretary
Date 12/20/18

EXHIBIT A
EDWC ARTICLES OF INCORPORATION

Attachment: Washington County RLF (Ozaukee County Revolving Loan Fund Program)

EXHIBIT B
RLF PROGRAM ROLES AND AUTHORITIES TABLE

Role / Authority	County	EDWC	RLF Program Committee
Fiscal Agency	X		
Loan Program Manual			X
Marketing and Promotion		X	
Application		X	
Underwriting		X	
Pricing and Terms			X
Collateral and Security			X
Loan Approval and Funding			X
Authoring and Executing Loan Documents		X	
Servicing		X	
Loan Defaults, Forbearance and Remedies			X
Loan Penalties			X
Loan Amendments and Modifications			X
Loan Write-Off			X
Loan Loss Reserve			X
Reinstatement of Loan Loss in Excess of Reserve		X	
Portfolio Risk Analysis and Reporting		X	
Public Purpose Objectives Reporting		X	
Borrower Payment Status and Reporting	X		
Portfolio Earnings Reporting	X		
Investing Undeployed Funds	X		

Attachment: Washington County RLF (Ozaukee County Revolving Loan Fund Program)

**EXHIBIT C
EDWC BYLAWS**

EXHIBIT A
EDWC ARTICLES OF INCORPORATION

Attachment: Washington County RLF (Ozaukee County Revolving Loan Fund Program)

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



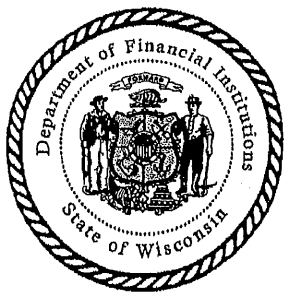
To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

WASHINGTON COUNTY ECONOMIC DEVELOPMENT CORPORATION

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is November 10, 2005.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on December 12, 2018.

MARY ANN MCCOSHEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

Attachment: Washington County RLF (Ozaukee County Revolving Loan Fund Program)

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: 233449-05A13797

Sec. 181.1005
Wis. Stats.

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services



ARTICLES OF AMENDMENT – NONSTOCK CORPORATION

A. The present corporate name (prior to any change effected by this amendment) is:
Washington County Economic Development Corporation

(Enter Corporate Name)

Text of Amendment (*Refer to the existing articles of incorporation and the instructions on the reverse of this form. Determine those items to be changed and set forth the number identifying the paragraph being changed and how the amended paragraph is to read.*)

RESOLVED, THAT the articles of incorporation be amended as follows:

Article 8 is hereby amended by deleting the last sentence and adding: "The corporation is organized exclusively for the promotion of social welfare by primarily engaging in the promotion of the common good and the general welfare of the people of the community within the meaning of section 501 (c) (4) of the Internal Revenue Code. Article 10 is deleted, please see attached

B. Amendment(s) adopted on June 7, 2007

(Indicate the method of adoption by checking (X) the appropriate choice below.)

☒ In accordance with sec. 181.1002, Wis. Stats. (By the Board of Directors)

OR

☐ In accordance with sec. 181.1003, Wis. Stats. (By Members)

OR

☐ In accordance with sec. 181.1004, Wis. Stats. (By Members voting by Class)

C. Approval by 3rd Person (Contingency Statement)

☐ Written approval for amending the articles of incorporation was obtained from the person whose approval is required by a provision of the articles of incorporation authorized under sec. 181.1030.

D. Executed on _____
(Date)

(Signature)

Title: ☒ President ☐ Secretary
or other officer title _____

(Printed name)

This document was drafted by Roland L. Pieper
(Name the individual who drafted the document)

FILING FEE - ~~ACRIM~~ See instructions, suggestions and procedures on following page
DFI/CCS/104(R02/10/04)

1 of 2

ARTICLES OF AMENDMENT (Ch. 181, Nonstock)

Attorney Roland L. Pieper

P.O. Box 170168

Glendale, WI. 53217

▲ Your return address and phone number during the day: (414) 352-7161

INSTRUCTIONS (Ref. sec. 181.1005 Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **FILING FEE of \$25.00**, payable to the department. Filing fee is **non-refundable**. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). The original must include an original manual signature, per sec. 181.0120(2), Wis. Stats. **NOTICE:** This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TDY.

A. Enter the name of the corporation (before any change effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (Hq., "5 HROXH, WDAUicle 1 of the articles of incorporation be amended to read: (set forth the amended article).

B. Enter the date of adoption of the amendment(s). If there is more than one amendment, identify the date of adoption of each. Mark (X) one of the three choices to indicate the method of adoption of the amendment(s).

By BRD RI DILFWL – 5 HHUW sec. 181.1002 for specific information on the character of amendments that may be adopted by the Board of Directors without the approval of members with voting rights.

By 0 IP EH – AdRSWRn Ey P IP EH UHXUH 2/3rd of votes cast or a majority of the voting power, whichever is less, except as conditioned by the articles of incorporation, bylaws, ss. 181.1002(1), 181.1030 or other provisions of Ch. 181, Wis. Stats.

By 0 IP EH WOX&Ds VRWag – 5 HHUW sH. 181.1004 for specific information on class voting by members.

& ASSURYDOEY 2 WLBHJRn – AP HdP HhWRI WHDUWG of incorporation may require the approval of a person other than the board or members, if so specified in the articles of incorporation under sec. 181.1030.

D. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An **officer** of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is not empowered to sign.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

Article 10 is hereby recreated as follows:

No part of the organization's net earnings may inure to the benefit of any private investor, member or individual.

Sec. 181.1005

Wis. Stats.

State of Wisconsin

Department of Financial Institutions

Division of Corporate and Consumer Services

STATE OF WISCONSIN
2006 APR 27 PM 9:21

ARTICLES OF AMENDMENT – NONSTOCK CORPORATION

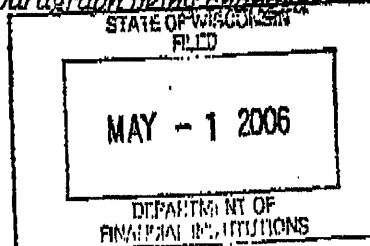
A. The present corporate name (prior to any change effected by this amendment) is:
Washington County Economic Development Corporation

(Enter Corporate Name)

Text of Amendment (Refer to the existing articles of incorporation and the instructions on the reverse of this form. Determine those items to be changed and set forth the number identifying the paragraph being changed and how the amended paragraph is to read.)

RESOLVED, THAT the articles of incorporation be amended as follows:

See the attached ~~resolution amending the by laws~~.



B. Amendment(s) adopted on February 19, 2006

(Indicate the method of adoption by checking (X) the appropriate choice below.)

- OR ☒ In accordance with sec. 181.1002, Wis. Stats. (By the Board of Directors)
- OR ☐ In accordance with sec. 181.1003, Wis. Stats. (By Members)
- OR ☐ In accordance with sec. 181.1004, Wis. Stats. (By Members voting by Class)

C. Approval by 3rd Person (Contingency Statement)

☐ Written approval for amending the articles of incorporation was obtained from the person whose approval is required by a provision of the articles of incorporation authorized under sec. 181.1030.

D. Executed on March 9, 2006

(Date)

Title: ☐ President ☐ Secretary
 or other officer title Director

Roland L. Pieper

Craig Johnson, Secretary

(Printed name)

This document was drafted by Roland L. Pieper

(Name the individual who drafted the document)

FILING FEE - ACRIM See instructions, suggestions and procedures on following page
 DFL/CCS/104(R02/10/04)

1 of 2

ARTICLES OF AMENDMENT (Ch. 181, Nonstock)

Roland L. Pieper

P.O. Box 170168

Glendale, WI. 53217

▲ Your return address and phone number during the day: (414) 352-7161

INSTRUCTIONS (Ref. sec. 181.1005 Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **FILING FEE of \$25.00**, payable to the department. Filing fee is **non-refundable**. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). The original must include an original manual signature, per sec. 181.0120(2), Wis. Stats. **NOTICE:** This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TDY.

A. Enter the name of the corporation (before any change effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (Eg., "5 BRQH, WDA Article 1 of the articles of incorporation be amended to read: (set forth the amended article).

B. Enter the date of adoption of the amendment(s). If there is more than one amendment, identify the date of adoption of each. Mark (X) one of the three choices to indicate the method of adoption of the amendment(s).

By BRQH RI DIIHFW - 5 HHJW sec. 181.1002 for specific information on the character of amendments that may be adopted by the Board of Directors without the approval of members with voting rights.

By 0 HP EH - AdRSWn Ey P HP EH UNXUH 2/3rd of votes cast or a majority of the voting power, whichever is less, except as conditioned by the articles of incorporation, bylaws, ss. 181.1002(1), 181.1030 or other provisions of Ch. 181, Wis. Stats.

By 0 HP EH WUX&Ds VRWg - 5 HHJW sff. 181.1004 for specific information on class voting by members.

& ASSURYDEy 2 WHJHsRn - AP HdP HnWI WHLWFCs of incorporation may require the approval of a person other than the board or members, if so specified in the articles of incorporation under sec. 181.1030.

D. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An officer of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is not empowered to sign.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

RESOLUTION

The undersigned, by virtue of our powers as the Board of Directors for Washington County Economic Development Corporation (WCEDC) do hereby resolve to Amend the Articles of Incorporation as follows:

ARTICLE 8 is hereby amended to keep the original language and add the language at the end of the original language:

The corporation is organized exclusively for charitable, educational, religious, or scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

ARTICLE 10 is hereby created as follows:

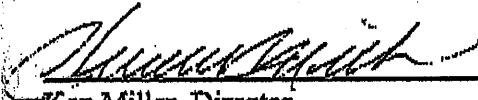
Section 1: INUREMENT OF INCOME: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

Section 2: LEGISLATIVE OR POLITICAL ACTIVITIES: No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation and the corporation shall not participate in or intervene (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

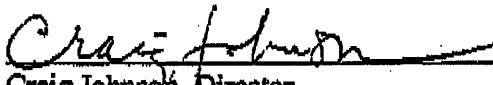
Section 3: OPERATIONAL LIMITATIONS: Notwithstanding any other provisions of the articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

Section 4: DISSOLUTION CLAUSE: Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provisions for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, and to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

This document is executed in duplicate this 19 day of February, 2006.


Ken Miller, Director


Andrew Gumm, Director


Craig Johnson, Director

Sec. 181.0202
Wis. Stats.

2005 NOV 10 AM 9:19

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services



ARTICLES OF INCORPORATION – NONSTOCK CORPORATION

(NOTE: Do not use this form for organizing a for-profit business corporation. Use Form 2)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Article 1. Name of the corporation: Washington County Economic Development Corporation
(Must include "Inc." or similar word. See Instructions)

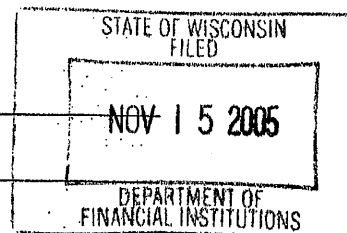
Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: Kathleen Cady Schilling

Article 4. Street address of the initial registered office: (The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.)

2151 North Main Street

West Bend, WI 53090



Article 5. Mailing address of the initial principal office: 2151 N. Main Street

West Bend, WI 53090

Article 6. (Select and mark (X) one of the statements below)

☒ The corporation will have members. OR ☐ The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

Ken Miller, 432 East Washington Street, West Bend, WI 53095

Andrew Gumm, 333 W. Everett Street, A279, Milwaukee, WI 53203-2998

Craig Johnson, 2151 N. Main Street, West Bend, WI 53090

FILING FEE - \$35.00 See instructions, suggestions, and procedures on following pages.
DFI/CORP/102(R02/10/03) Use of this form is voluntary.

1 of 3

WI - DFI CORP
FILE ID# W049186

Packet Pg. 107

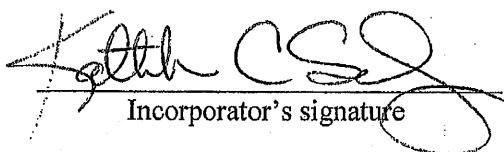
Attachment: Washington County RLF (Ozaukee County Revolving Loan Fund Program)

(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

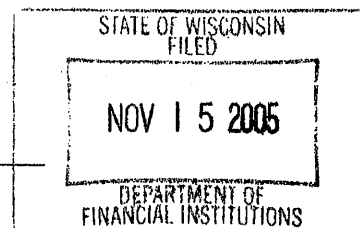
The Washington County Economic Development Corporation seeks to improve and enhance the economic vitality of the county-wide community by serving as the regional voice on economic development issues, retaining the current manufacturing and commerce sectors, attracting and creating new family-supporting jobs, and supporting quality of life issues.

Article 9. Name and complete address of each incorporator:

Kathleen Cady Schilling, 2151 N. Main Street, West Bend, WI 53090


Incorporator's signature

Incorporator's signature



This document was drafted by Kathleen Cady Schilling
(Name the individual who drafted the document)

OPTIONAL – Second choice corporate name if first choice is not available: _____

INSTRUCTIONS (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with the appropriate **FILING FEE of \$35**. Filing fee is **non-refundable**. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). Sign the document manually or otherwise as allowed under sec. 181.0120(2), Wis. Stats.

NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TTY. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin.

ARTICLES OF INCORPORATION
Nonstock Corporation

Γ

Kathleen Cady Schilling
2151 N. Main Street
West Bend, WI 53095

L

♦ Your name, return address and phone number during the day: (262) 335 - 5769

INSTRUCTIONS (Continued)

Articles 3 & 4. (Cont'd) P O Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 5 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc. Do not include by-laws, as the department does not accept by-laws for record. Extensive additional provisions may make use of this pre-printed form impractical. If you elect to draft your own articles of incorporation, do not also submit the pre-printed form. (NOTE: Corporations expecting to apply to Internal Revenue Service for federal TAX-EXEMPT STATUS are advised to obtain and read IRS Publication 557 "Tax-Exempt Status for Your Organization" before preparing these articles of incorporation, as the articles must contain particular language and provisions to meet federal tax code requirements.)

Article 9. Enter the name and complete address of each incorporator. There may be one or more incorporators. At least one incorporator is required to sign the document, although all incorporators may sign.

No certificate of incorporation will be issued. The "FILED" endorsement applied to this document by the Department of Financial Institutions is evidence that the articles of incorporation have been accepted. One or more "Received" endorsements may appear on the document, but do not indicate its acceptance for filing.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

EXHIBIT B
RLF PROGRAM ROLES AND AUTHORITIES TABLE

Role / Authority	County	EDWC	RLF Program Committee
Fiscal Agency	X		
Loan Program Manual			X
Marketing and Promotion		X	
Application		X	
Underwriting		X	
Pricing and Terms			X
Collateral and Security			X
Loan Approval and Funding			X
Authoring and Executing Loan Documents		X	
Servicing		X	
Loan Defaults, Forbearance and Remedies			X
Loan Penalties			X
Loan Amendments and Modifications			X
Loan Write-Off			X
Loan Loss Reserve			X
Reinstatement of Loan Loss in Excess of Reserve		X	
Portfolio Risk Analysis and Reporting		X	
Public Purpose Objectives Reporting		X	
Borrower Payment Status and Reporting	X		
Portfolio Earnings Reporting	X		
Investing Undeployed Funds	X		

Attachment: Washington County RLF (Ozaukee County Revolving Loan Fund Program)

**EXHIBIT C
EDWC BYLAWS**

WASHINGTON COUNTY ECONOMIC DEVELOPMENT CORPORATION

BY-LAWS

Article I **PURPOSE**

The purpose for which the Washington County Economic Development Corporation (hereinafter "Corporation") is organized shall be the furtherance of economic development within the County of Washington, Wisconsin, in accordance with the particular purposes set forth in the Articles of Incorporation. In furtherance of its purpose, the Corporation shall do all those things permitted of corporations generally by virtue of the provisions of the Wisconsin Statute Section 181 non-profit, non-stock corporation law. In addition, this Corporation is organized to qualify as a tax exempt corporation under Section 501(c)(4) of the Internal Revenue Code.

Article II **LIMITATIONS**

This Corporation shall be non-profit, nonpartisan and nonsectarian in its activities.

Article III **OFFICES**

Section 1 Name The name of this Corporation shall be Washington County Economic Development Corporation.

Section 2 Doing/Business/As The Corporation shall use the d/b/a Economic Development Washington County.

Section 3 Offices The Corporation may have such principal and other business offices, either within the County of Washington or the State of Wisconsin, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Article IV **MEMBERSHIP**

The Corporation may have such members or classes of members and with such rights, as the Board of Directors shall determine. The members shall neither have voting rights nor ownership and shall be called "Investors" in both internal and external communications. Classes, associated dues and their benefits are noted in Exhibit D.

Article V **BOARD OF DIRECTORS**

Section 1 Powers The business and affairs of the Corporation shall be governed by the Board of Directors. It shall thus be the duty of Directors to:

- A. Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these By-Laws;
- B. Have the undivided control of the funds of the Corporation;
- C. Manage the general affairs of the Corporation;
- D. Appoint and remove for cause officers of the Corporation and, unless otherwise provided in these By-Laws, prescribe the duties and fix compensation, if any, of all officers;
- E. Employ, supervise and / or discharge a paid Executive Director who shall be the chief administrative and executive officer of the Corporation and whose compensation and duties shall be such as the Board of Directors may from time to time determine;
- F. Meet at such times and places as required in accordance with these By-Laws;
- G. Execute confidentiality agreements and conflict of interest statements;
- H. Adopt rules and policies for the transaction of their business and amend the same.

Section 2 Composition of the Board The number of Directors shall be between fifteen (15) and twenty-five (25) full voting members composed of a diverse mix of talent well suited to advancing the Corporation's mission, its current strategy and Washington County's varied economic interests. Board member selection may also be informed by a "Statement of Guiding Principles" approved by a two-thirds (2/3) vote of the Board of Directors (see attached Exhibit A). The Executive Director serves as an ex-officio member. All Directors must be dues paying members of EDWC either directly or through their employer.

Section 3 Tenure The initial round of appointments to the Board resulting from the 2011 Bylaw amendment will set as follows: seven (7) of the twenty-one (21) representatives with a one (1) year appointment, another seven (7) of the twenty-one (21) with a two (2) year appointment and the last seven (7) of the twenty-one (21) with a three (3) year appointment. After the initial round of appointments in 2011, appointments to the Board of Directors will be for three (3) years. Representatives may be re-appointed to the Board of Directors. No representative may serve more than three (3) consecutive terms.

Section 4 Election of Directors The voting Directors shall be elected by a majority of the Directors at the annual meeting of the Board of Directors based on the nominations presented to the Board by the Executive Committee or some other Committee as designated by the Board of Directors. They shall serve pursuant to Section 3 until their successors are elected.

Section 5 Director Resignation / Removal Any Director may resign from the Board of Directors by serving written notice to the President who shall then present the resignation to the other Directors on the Board. Such resignation shall take effect at the time specified therein or at the time of the next Board of Directors meeting.

Any Director who has three (3) unexcused absences from Board meetings within a rolling 12 month period, neglects or refuses to discharge duties assigned to him or her, or is guilty of any willful act or misconduct detrimental to the interest of the Corporation may, by two-thirds majority vote by the Board of Directors, be removed from office and said office shall be declared vacant. Matters of resignation or removal are first brought before the executive committee, who shall consider the merits of the situation and either

provide for alternative remediation or recommend resignation / removal action to the Board of Directors.

Section 6 Vacancies on the Board Vacancies on the Board of Directors, or among the officers and committee chairs shall be filled by the Board of Directors for the unexpired term. The composition of the Board as provided in Article V, Section 2 shall be maintained.

Section 7 Compensation Directors shall serve without compensation. They shall, however, be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties.

Article VI MEETINGS

Section 1 Annual Meeting The Annual Meeting of the Board of Directors shall be held in each calendar year at such time and place as the Board of Directors by resolutions or consensus may direct for the purpose of electing Directors, officers and for the transaction of any business to come before the meeting. Notice of the time and place of said meeting shall be emailed to each board member at least five (5) days prior to such meeting. Annual meetings of the Corporation shall be held in Washington County.

Section 2 Regular and Special Meetings Regular meetings of the Board of Directors shall be held at such time as the Board of Directors by resolution or consensus may direct. Special meetings of the Board of Directors may be called at any time and for any purpose or purposes by the President or upon the direction of the Board. Written notice of special meetings shall state the time, place and purpose of the special meeting.

Section 3 Notice All Board members shall be given at least three (3) working days of personal notice for meetings. Such notices shall be addressed to each member at contact information that appears upon the records of the Corporation. Such notice will state the purpose for which and the time and place where said meeting will be held. Notice of the meeting by electronic means such as telephone, fax or email shall constitute personal notice.

Section 4 Quorum A simple majority of Directors shall constitute a quorum for the transaction of business by the Board of Directors.

Section 5 Conducting Meetings Meetings shall be governed according to Article XIII, Section 3 of these By-Laws. Any or all Directors may participate in a regular or special meeting or in a committee meeting of the Board of Directors by any means of communication by which either of the following occurs: (a) all participating Directors may simultaneously hear each other during the meeting; or (b) all communication during the meeting is immediately transmitted to each participating Director and each participating Director is able to immediately send messages to all other participating Directors. A Director participating in a meeting by any means described in this section is considered to be present in person at the meeting. Minutes of the meeting shall be prepared and distributed to each Director.

Section 6 Action The act of the majority (defined as more than half) of the voting Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation or these By-Laws.

Section 7 Action by Electronic Means An action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent setting forth the action is electronically ratified by a majority of the Directors then in office. A consent under this section shall have the same force and effect as a vote of the Board of Directors taken at a meeting. Email voting is an authorized means by which Directors may take action under this section provided the Board has approved policies governing email debate and voting. See attached Exhibit B for said policies.

Article VII OFFICERS AND AGENTS

Section 1 Number The principal officers of the Corporation shall be a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors shall elect any other officers the Board deems necessary. No two offices may be held by the same person during the same term. The officers of the Corporation must be members of the Board of Directors.

Section 2 Election and Term of Office The officers of the Corporation shall be elected annually by the majority vote of the Board of Directors at the time of the annual meeting. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until a successor has been duly elected or until prior death, incapacity, resignation or removal. Presidents and Vice-Presidents may serve not more **than two (2) full one-year terms consecutively** in the office to which elected.

Section 3 Removal Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby. The Board shall remove any officer at any time by a two-thirds (2/3) vote of the total Board of Directors.

Section 4 Vacancies A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5 President The President, when present, shall preside at all meetings of the Executive Committee and the Board of Directors. She / He and one (1) other officer, designated by the Board, shall have the power to execute legal documents and other obligations with the prior approval of the Board of Directors or the Executive Committee in the name of the Corporation. In general, the President shall perform all duties incidental to the office of the President and have such other duties and exercise such other authority as may be prescribed by the Board of Directors and the Executive Committee for time to time. The President is automatically a member of the Executive Committee.

Section 6 Vice-President In the absence of the President or in the event of the President's death, inability or refusal to act or in the event it shall be impracticable for the

President to act personally, the Vice-President shall perform the duties of the President, and shall have all the powers of and be subject to all restrictions upon the President. The Vice President shall have such other authority and perform such other duties as may be determined by the Board of Directors.

Section 7 Secretary The Secretary shall keep the minutes of the meetings of the Board of Directors and shall keep such books as may be required by the Board of Directors. The Secretary shall see that all notices are duly given in accordance with the provisions of these by-laws or as required by law and shall have such authority and shall perform such other duties as may be determined by the Board of Directors.

Section 8 Treasurer The Treasurer shall be responsible for the safeguarding of all funds received by the Corporation and for their proper disbursement. These duties include:

- A. Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors;
- B. Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever;
- C. Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements;
- D. Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- E. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports. Present a monthly financial report to be made to the Board;
- F. Prepare, with the Executive Director, the Corporation's annual budget;
- G. Render to the President and directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation;
- H. And, in general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these By-Laws, or which may be assigned to him or her from time to time by the Board of Directors.

Section 9 Executive Director With consent of the Board of Directors, the Executive Committee may hire a paid Executive Director who shall be the chief administrative and executive officer of the Corporation. The Executive Director shall be responsible for hiring, discharging, directing and supervising all employees. She / He shall also be an ex-officio member of the Board of Directors, the Executive Committee and all other committees of the Corporation. Further, he / she shall serve as advisor to the Executive Committee on organizational and program planning, shall be responsible for expenditures as directed by the Board and Executive Committee, cause to be prepared special and annual reports and, in general, perform all duties incident to the office of Executive Director and such other duties as may be assigned to him or her from time to time by the Board of Directors.

Article VIII COMMITTEES

Section 1 Executive Committee The Executive Committee shall consist of the four (4) officers of the Corporation, an at-large member, nominated by the Executive Committee for approval by the Board, and such other individuals that the Board of Directors may determine from time to time. The Executive Director shall be an ex-officio member of the Executive Committee.

The Executive Committee shall exercise the duties of the Board of Directors between directors' meetings, and in emergency situations shall have the full authority in the Board's absence, with such action being affirmed by the Board at its next regular meeting. The committee also has principle responsibility for governance, board member selection, policies and procedures, financial matters and human resource issues. Lastly, it provides overall support and counsel to the executive director. Related activities include: updating the By-Laws; monitoring monthly financials, budget development and developing revenue strategies; board member and committee chair development and succession; reviewing the performance of executive director and employee manual; and guiding overall strategy implementation. They shall also perform other such duties as the Board of Directors may from time to time direct. All members of the Executive Committee shall have a vote for committee matters, except for the Executive Director, and a simple majority of members present is needed for approval of any motion.

The Executive Committee shall meet at the call of the President or at the request of the full Board. A simple majority of voting members of the Executive Committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 2 Standing Committees The Board of Directors shall establish standing committees as deemed necessary and appropriate to properly conduct the business of the Corporation. All Board members must minimally serve on either the executive committee or one standing committee. These committees shall have such authority and perform such duties as may be determined by or pursuant to resolution of the Board of Directors.

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Minutes of all meetings of standing committees shall be kept and made available to the Board of Directors.

The Board shall appoint annually committee chairpersons for all standing committees authorized by the Board of Directors. Committee chairpersons must be members of the Board of Directors; however, committee members need not all be members of the Board. Committee members will be appointed by the chairperson following consultation with the President and with approval by the Board of Directors.

Current standing committees and their duties are summarized in Exhibit C.

Section 3 Revolving Loan Fund Committee In fulfillment of contracted duties, the Revolving Loan Fund Committee shall consist of 7 persons with experience in business growth, c-suite leadership, finance, business law, financial statement analysis, credit

analysis, underwriting and / or banking. The committee chairperson may be chosen from outside EDWC and its Board, is appointed annually by the Board, serves as a standing member of the Board with full privileges and is not subject to Article V Sections 2 and 3. Committee members need not all be members of the Board or EDWC. Committee members will be appointed by the chairperson in consultation with the Executive Director. No approval of the committee's membership by the Board of Directors is required. Membership of the committee may thus be kept confidential from the Board of Directors provided the Chair certifies provisions of this section have been adhered to in the committee's make-up and governance.

All members of the committee are required to adhere to the organization's policies governing confidentiality and conflict of interest.

Unless otherwise provided in contracts with the County and / or a municipality, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Minutes of all meetings of the committee shall be kept and protected as privileged and confidential. EDWC Officers may access the content of committee minutes via in-camera inspection upon approval of the committee chair or Executive Director.

The committee is quasi-independent from the Board and is responsible for:

- Setting program criteria (approval by contracted authorities may be required)
- Reviewing loan applications
- Establishing lending criteria
- Conducting risk analysis
- Structuring the financial package
- Setting loan terms and conditions
- Making loan decisions
- Monitoring the health of the portfolio
- Underwriting partner funds
- Making program recommendations to contracted authorities
- Recommending new gap financing tools and funding streams to the Board of Directors

In so doing, the committee takes an approach to underwriting that (1) ensures the integrity of the fund; (2) is a-political; (3) advances industry standards of excellence; and (4) accomplishes the programmatic objectives associated with gap financing. This committee's activities generate fee-for-service revenue for EDWC.

Section 4 Ad Hoc Committees Ad hoc committees may be formed as necessary at the discretion of the President or Board of Directors. The duties and authority of such committees must be approved by the Board of Directors. Ad hoc committee chairpersons and members serve by appointment of the Board of Directors and, while chairpersons must be members of the Board, ad-hoc committee members need not be members of the Board. Minutes of all meetings of ad-hoc committees shall be kept and made available to the Board of Directors.

Article IX RECORDS, CONTRACTS, LOANS, CHECKS AND DEPOSIT; SPECIAL CORPORATE ACTS

Section 1 Contracts & Instruments The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Corporation, and such authorization may be general or confined to specific instances. In the absence of other designation, all deeds, mortgages and instruments of assignment or pledge approved by the Board or its designated authority and thus made by the Corporation shall be executed in the name of the Corporation by the President or Executive Director. The Secretary and such other officers or Directors as authorized by the Board of Directors by resolution or consensus, when necessary or required, shall attest to said signatures; and when so executed no other party to such instrument or any third party shall be required to make any inquiry into the authority of the signing officer or officers.

Section 2 Loans No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

Section 3 Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by policies approved by the Board of Directors or under the authority of a resolution of the Board of Directors.

Section 4 Deposits All funds of the Corporation shall be deposited in a timely manner to the credit of the corporation in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

Section 5 Fiscal Year The Fiscal year of the Corporation shall begin on January 1 and run through December 31 of the same calendar year.

Section 6 Financial Auditing The accounts of the Corporation shall be audited annually by an independent certified public accounting firm chosen by the Executive Committee and it shall report the results of its audit to the Board of Directors by the end of the first quarter of the subsequent fiscal year.

Section 7 Records and Confidentiality All work products, documents, correspondence, email and records of the Corporation are deemed confidential. Disclosure of any documents to any individuals and / or parties outside the Corporation require documented permission of the Executive Director or other authority as may be designated by the Board of Directors in the event of a vacancy in that position. EDWC, as an independent 501(c)4 not-for-profit organization, is not subject to Open Meetings and Public Records Law in Chapter 19 of Wisconsin State Statutes. EDWC engaged Quarles & Brady LLP to concurrently review the facts with case law. Quarles and Brady concurs and supports this conclusion per law and opinions from interpretative authorities as of December 7, 2011. The Board of Directors shall approve policies and procedures related public relations and dissemination of Corporation information. Members of the

Board of Directors, officers, committee members and agents of the Corporation shall sign and affirm annually a confidentiality agreement with the Corporation.

Article X INDEMNIFICATION AND LIABILITY

Section 1 Indemnification To the fullest extent permitted or required by law, including but not limited to Sections 181.041 through 181.053 of the Wisconsin Non-stock Corporation Law ("Statute"), including any subsequent amendments thereto, the Corporation shall indemnify its directors, officers and agents against any and all liabilities, damages, costs and expenses, and advance as incurred any and all reasonable expenses, incurred in any proceeding, to which any such director, officer or agent is a party because he or she is a director, officer or agent of the Washington County Economic Development Corporation or because he or she is responsible for the operation of the Corporation or any part thereof. The rights granted herein shall not be deemed exclusive of any other rights to indemnification against liabilities, damages, costs and expenses, or the advancement of expenses to which a director, officer or agent may be entitled under any written agreement, board resolution, vote of shareholders, statute or otherwise.

Section 2 Liability Upon receipt of a request for indemnification against liabilities and advancement of expenses pursuant to this provision, a prompt determination shall be made by a disinterested quorum of the Corporation's Board of Directors, if available, or by other means recognized by law, to determine the requesting party's right to indemnification and advancement. If no such determination is made within thirty (30) days for the date for the request, it shall be conclusively presumed for all purposes that the requesting party has rights to indemnification and advancement unless, by proper resolution of the Corporation's Board of Directors, said thirty-day deadline is extended. The Corporation may, but shall not be obligated or required, to supplement the foregoing rights to indemnification against liabilities and advancement of expenses by purchasing insurance on behalf of any one or more directors, officers, or agents, regardless of whether the Corporation would be obligated to indemnify against liability or advance expenses to the director, officer or agent covered by said insurance.

Section 3 Conflict of Interest No director or employee of the Corporation shall engage in any business or transaction or shall act in regard to financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of duties or which would tend to impair independence of judgment or actions in the performance of duties.

Any director or employee of the Corporation who has a financial interest or personal interest in any proposed business before the Board of Directors shall disclose the nature and extent of such interest; such director shall not participate in debate or vote for adoption or defeat of such business where a vote is required. Members of the Board of Directors are required to complete annually a Conflict of Interest statement.

Article XI AMENDMENTS

Section 1 Power to Amend These by-laws may be amended by a two-thirds vote of the Board of Directors present at a meeting whereby quorum exists or represented by proxy, provided that advance notice has been given and considered at least seven (7) days prior to the meeting called for such purpose.

Section 2 Procedure The advance notice must be in writing and include specific wording of and proposed changes to the by-laws. The proposed changes shall not be in conflict with any law of the State of Wisconsin or the articles of the Corporation.

Article XII Dissolution

If the Corporation proves unable to carry out the purpose for which it was created, the Corporation shall be dissolved in accordance with law. In the event of dissolution of the Corporation, all of its assets, after payment of its debts and liabilities shall be surrendered and turned over to a non-profit organization dedicated to providing economic development in Washington County and / or the State of Wisconsin as determined by the Board of Directors.

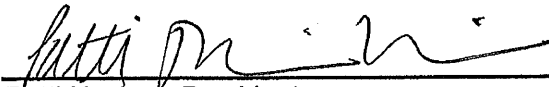
Article XIII Miscellaneous

Section 1 Seal The corporation shall have no seal.

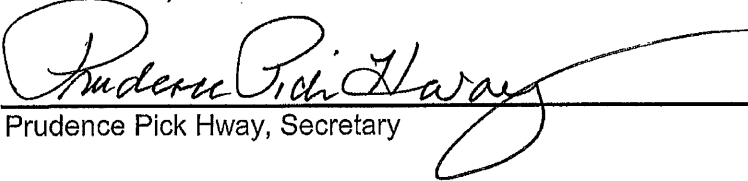
Section 2 Annual Report An annual report of the activities and accomplishments of the Corporation shall be prepared and presented to the Directors at their Annual Meeting.

Section 3 Parliamentary Procedure Unless otherwise stated in the rules, policies, or by-laws of this Corporation, the proceedings of all meetings of the Board of Directors, and Committees shall be governed by, and conducted according to, the latest edition of Robert's Rules of Order.

These by-laws of the Washington County Economic Development Corporation were unanimously adopted at the board meeting of February 21, 2006, and were most recently amended at the February 16, 2017, board meeting.



Patti Kneiser, President



Prudence Pick Hway, Secretary

Exhibit A

**STATEMENT OF GUIDING PRINCIPLES
BOARD OF DIRECTORS**

The statement of guiding principles exists to clarify and expand the EDWC By-Laws in reference to the composition and selection of the Board of Directors.

- The initial round of appointments to the board resulting from the 2011 By-law amendment will set as follows: seven (7) of the (21) representatives with a one year appointment, another (7) of the (21) with a two (2) year appointment and the last (7) of the (21) with a three year appointment. After the initial round of appointments in 2011, appointments to the Board of Directors will be for three years. No representative may serve over three consecutive terms.
- There will be no mandated appointments to the board.
- All Directors shall have voting rights.
- The Board of Directors of EDWC should represent a cross section of our investors both public and private. This will insure that all sectors of the County are represented over time and create a positive environment of cooperation support for continued economic growth throughout Washington County.
- Future additions to the Board should be considered based on needed skill sets, leadership potential, and dedication to successful economic development in Washington County. The Directors act as a sounding board and resource of support to the Executive Director. A Board with a strong and varied skill set base will help with current or future initiatives as well as help influence critical outside constituencies.
- The end goal of EDWC is to build a Board of directors that safeguards the interests of our investors both public and private, as well as strengthening the management skills of the Executive Director and staff. Our expectations of our Board of Directors are effective engagement, equal participation, mutual respect, no surprises and positive and active external relations.

Exhibit B**EDWC EMAIL VOTING POLICY****Establishing an Email Motion and Vote**

All participants must have access to the necessary equipment for participation in the e-vote. The chair (president or committee chairperson) shall develop the time frame for the e-vote. 24-hour notice shall be provided to all participants via e-mail or telephone by the chair or Corporation staff. Such notice shall include the motion and supporting documentation for the e-vote. A second is not necessary for the motion to be considered. Only the current motion may be considered in an email. Each new main motion must be made in a separate, new e-mail message with no other message thread included. While amendments to the existing motion are permitted, new motions in a new message thread may not be introduced while there is another motion currently being debated.

Opening a Question for Consideration

The chair shall assign a number to the motion and shall include the number in the subject line (Example: Motion 1). The subject line must include the word "Motion." The first line of the message must begin with "It is moved to (or that)..." If the motion comes from a specific officer or committee member "(name of officer) moves to (or that)..."

Debate

The chair may participate in the discussion. Members shall use "Reply All" in all messages. Members may respond at will, that is, without seeking recognition from the chair. If there is a motion to amend, the amendment is given the designation "a". In the subject line the amendment will be designated "Motion 1-a." As each amendment is disposed of, the corresponding letter in the subject line is removed. In the case of conflicting secondary motions, the chair shall determine preference in recognition by the date/time stamp on the messages. The chair shall inform a member who makes a disregarded motion that the motion is not in order at the time by using "Reply" rather than "Reply All."

Vote

An action required or permitted to be taken at a meeting of the Board or committee may be taken without a meeting if a consent setting forth the action is electronically ratified by a majority of the Directors or committee members then in office. The chair shall put the question to a vote by restating the pending question and requesting the members to vote now. The word "vote" shall be in the subject line. Example: "Motion 1-a Vote." The chair shall include the time frame/deadline for the vote. Members shall state, "I vote yes," or "I vote no" in the first line of the response and use "Reply All." Directors and / or committee members shall have 24 hours to respond to the vote. The chair, secretary or Corporation staff shall tally the votes and report the result of the vote to the participants, including the number of votes cast for and against the motion. The chair shall either state the next pending motion and open debate or shall declare the thread on "Motion (number)" closed.

Secretary's Record and Minutes

The secretary (or committee member so designated) shall compile and maintain the complete thread of the motion and its disposition including all secondary and incidental motions. The secretary shall prepare minutes of the vote, which shall be approved at the next regular meeting. Any member shall have the right to request a copy of the message

thread of a motion. All email discussion, debate and voting is subject to the organization's confidentiality policies and procedures.

Exhibit C

EDWC STANDING COMMITTEES

2/19/15

Business Development	This committee offers critical leadership and support to not only growing EDWC's private investor base, but, as importantly, ensuring that current investors—both public and private—find meaningful value in their continued support of EDWC's work. Committee members are not mere ambassadors; rather, they serve as direct liaisons between EDWC staff and its investor base. This committee's activities generate revenue by both deepening the commitments of existing public and private investors and attracting new investors. Specific committee activities might include: • Designing new ways to introduce investor value • Newsletter • Monitoring and growing investor satisfaction • Marketing value to current and prospective investors • Networking to introduce prospective investors to staff • Presenting EDWC to community groups, elected officials and business leaders • Guiding activities designed to address investor needs • Set investor growth strategy and targets...oversee implementation • Plan one or more annual investor-only events / activities
Customer Service & Programs	Committee members provide strategic guidance to EDWC's direct and consultative work with our growth company customers while ensuring that EDWC consistently attains industry-leading levels of customer satisfaction and engagement. This committee's success creates ready corporate ambassadors, regularly communicating to their colleagues the strength of EDWC's and Washington County's positive impact on their job and revenue growth. Committee activities generate revenue by both creating a new investor base and a successful fee-for-service business around select programs. This committee's responsibilities include: • Planning the annual event • Guiding the "business accelerator" program • Reviewing current and potential programs for alignment with strategy and their value to customers • Developing and utilizing surveys and other tools to gauge and grow customer satisfaction • Planning targeted seminars and trainings of unique value to our direct customers • Identifying gaps and designing new programs, funding and tools to meet customer needs • Developing fee-for-service business models around select product offerings • Marketing programs and services to prospective new customers and existing businesses

Exhibit D

INVESTOR CLASSES AND BENEFITS

Investor classes and associated dues and benefits are noted below. When an entity is listed as a investor rather than an individual, all associates of that entity receive the benefits associated with the entity's Investor level.

Private Investors

Final chart TBD pending board discussion

Public Investors

Final chart TBD pending committee and board discussion

Honorary Investors

This class of investors represents persons or entities that provide staff with extraordinary in-kind services and / or critical strategic economic development resources. This determination is made by the Executive Director with approval of the Executive Committee. Honorary Investors shall receive no specific benefits other than listing in select EDWC communications at the Executive Director's discretion.