

RESOLUTION NO. 2020-76

RESOLUTION BY THE EXECUTIVE COMMITTEE AUTHORIZING THE ACCEPTANCE OF A WISCONSIN DEPARTMENT OF CORRECTIONS GRANT AWARD IN THE AMOUNT OF UP TO \$40,000,000 TO AID IN THE DESIGN AND CONSTRUCTION OF A SECURE RESIDENTIAL CARE CENTER FOR CHILDREN AND YOUTH, AND AUTHORIZING THE DESIGN AND CONSTRUCTION OF THE RACINE COUNTY YOUTH DEVELOPMENT AND CARE CENTER

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, the Wisconsin Legislature has provided that the Wisconsin State Building Commission ("Commission") may authorize funds ("Grant Program") to assist counties in establishing or constructing secured residential care centers for children and youth and attached juvenile detention facilities ("SRCCCY"); and

WHEREAS, by Resolution No. 2017-121, the Racine County Board of Supervisors has recognized the benefit of broadening the reach of county diversionary programs to improve long-term youth trajectories through partnership with the state and establishment of a SRCCCY that incorporates best practice and evidence-based programming, and formally expressed its support of state legislation authorizing establishment of such facilities; and

WHEREAS, pursuant to 2017 Act 185, as amended by 2019 Act 8 (the "Act"), and in accordance with Resolution No. 2018-139, the Racine County Human Services Department applied for and was awarded a grant under the Grant Program by which the Wisconsin Department of Correction will pay 95 percent – in an amount not to exceed 40,000,000 U.S. Dollars (\$40,000,000) ("Grant") – of the costs of designing and constructing a SRCCCY ("Project") within Racine County; and

WHEREAS, the Commission has determined that Racine County has met all the conditions set forth by the Legislature and authorized the Wisconsin Department of Corrections to release funds to Racine County for the design and construction of a SRCCCY from the appropriation account under section 20.866(1)(u) of the Wisconsin State Statutes, as a grant to Racine County; and

WHEREAS, the primary goal of the Racine County SRCCCY will be to provide safety for the community while increasing educational achievements and reducing the recidivism rate for youth served within the juvenile justice system; and

WHEREAS, the proposed SRCCCY – the Racine County Youth Development and Care Center – is a state-of-the art 48-bed facility incorporating a trauma informed approach, offering rehabilitative programs including mental health and substance abuse treatment, and serving both male and female youth from Racine County and surrounding southeastern counties including Kenosha, Walworth, Washington, Ozaukee, Waukesha, Rock, and Jefferson; and

WHEREAS, the Youth Development and Care Center will be designed and constructed as part of the Dennis Kornwolf Service Center, generally located at 1717 Taylor Avenue in the City of Racine, in furtherance of the long-term goal to co-locate critical human services programs for improved outcomes; and

3  
4 **WHEREAS**, Racine County is committed to good faith efforts to place Racine County  
5 residents as priority in growing both workforce and businesses; to that end, Racine County  
6 will utilize good faith efforts to conduct outreach and foster engagement with local trade  
7 contractors, suppliers, vendors, and professional services firms to achieve its Economic  
8 Inclusion Plan in the construction of the Racine County Youth Development and Care Center,  
9 as set forth at "Exhibit A," which is attached hereto.

10  
11 **NOW, THEREFORE, BE IT RESOLVED** by the Racine County Board of Supervisors  
12 that the formal acceptance of the Wisconsin Department of Corrections grant award to pay  
13 95 percent – in an amount not to exceed 40,000,000 U.S. Dollars (\$40,000,000) – of the  
14 costs of designing and constructing the Racine County Youth Development and Care Center  
15 is hereby authorized and approved; and

16  
17 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that it  
18 hereby authorizes and approves the entry by Racine County into a Grant Agreement and  
19 Use Restriction Agreement with the Wisconsin Department of Corrections, under the general  
20 terms and conditions set out in "Exhibit B" and "Exhibit C," copies of which are attached  
21 hereto and available in the County Clerk's Office; and

22  
23 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that such  
24 agreements shall incorporate such further terms and conditions as the Corporation Counsel,  
25 Finance Director, and the Human Services Director deem necessary and appropriate; and

26  
27 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the  
28 design and construction of the Racine County Youth Development and Care Center is hereby  
29 authorized and approved; and

30  
31 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the  
32 engagement of professionals to plan, design, and construct the Racine County Youth  
33 Development and Care Center – including, but not limited to Gilbane Building Company as  
34 construction manager, and Ramlow/Stein + TreanorHL to provide architecture and  
35 engineering services – is hereby authorized and approved; and

36  
37 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that any  
38 two of the County Clerk, County Executive, or County Board Chairman are hereby authorized  
39 to execute any contracts, agreements, amendments, or other documents necessary to carry  
40 out the intent of this resolution; and

41  
42 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the  
43 fiscal note as set forth in Exhibit "D," that is attached hereto, is authorized and approved.  
44

45 Respectfully submitted,

46  
47  
48 1st Reading \_\_\_\_\_

**EXECUTIVE COMMITTEE**

49  
50 2nd Reading \_\_\_\_\_

\_\_\_\_\_  
Thomas E. Roanhouse, Chairman

51  
52 BOARD ACTION

5 Adopted \_\_\_\_\_  
6 For \_\_\_\_\_  
7 Against \_\_\_\_\_  
8 Absent \_\_\_\_\_  
9

\_\_\_\_\_  
Tom Kramer, Vice Chairman

\_\_\_\_\_  
Robert N. Miller, Secretary

10 VOTE REQUIRED: Majority

11  
12 Prepared by:  
13 Corporation Counsel

\_\_\_\_\_  
Robert D. Grove

\_\_\_\_\_  
Scott Maier

\_\_\_\_\_  
Rusty Russell Clark

\_\_\_\_\_  
Q.A. Shakoor, II

\_\_\_\_\_  
Melissa Kaprelian

\_\_\_\_\_  
Tom Hincz

\_\_\_\_\_  
Donald J. Trottier

31  
32 **The foregoing legislation adopted by the County Board of Supervisors of**  
33 **Racine County, Wisconsin, is hereby:**

34  
35 **Approved:** \_\_\_\_\_

36 **Vetoed:** \_\_\_\_\_

37  
38 **Date:** \_\_\_\_\_,

39  
40 \_\_\_\_\_  
41 **Jonathan Delagrave, County Executive**

42  
43 **INFORMATION ONLY**

44  
45 **WHEREAS**, Racine County solicited proposals from qualified firms to provide  
46 comprehensive construction management services and architectural and engineering services to  
47 assist and support the design and construction of the Racine County Youth Development and  
48 Care Center, and the proposals of Gilbane Building Company and Ramlow/Stein + TreanorHL  
49 were selected as the most advantageous to Racine County.

Racine County  
Secure Residential Care Center for Children and Youth

ECONOMIC INCLUSION PLAN

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**Racine County**  
**Secure Residential Care Center for Children and Youth**

**ECONOMIC INCLUSION PLAN**

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Racine County SRCCCY Project

Racine County was awarded a grant for design and construction from the State of Wisconsin. The proposed design is a 48-bed facility, approximately 70,000 square feet, co-locating an SRCCCY and Detention Center. Both male and female youth from Racine and surrounding southeastern Wisconsin counties including Kenosha, Walworth, Washington, Ozaukee, Waukesha, Rock, and Jefferson will be served. Given that 85% of Wisconsin's juvenile correctional placements originate from the Southeastern region of the state, Racine County Human Services Department (RCHSD) is strategically placed to serve the needs of the community. The state-of-the art facility will incorporate a trauma informed approach, offering rehabilitative programs including mental health and substance abuse treatment.

Commitment to Business & Workforce Inclusion

Racine County is committed to demonstrating good faith efforts to place Racine County residents as priority toward building significant capacity in both workforce and businesses. Racine County will utilize good faith efforts to conduct outreach and foster engagement with trade contractors, suppliers, vendors and professional services firms to endeavor to achieve the following economic inclusion plan.

**Racine County  
Secure Residential Care Center for Children and Youth**

**ECONOMIC INCLUSION PLAN**

To demonstrate good faith efforts to place Racine County residents as priority toward building significant capacity in both workforce and businesses, Racine County will conduct outreach and foster engagement with trade contractors, suppliers, vendors and professional services firms to endeavor to achieve the following economic inclusion plan.

**Business Contracting and Inclusion Goals**

Priority for direct and indirect contracts to qualified Racine County based businesses. The business must provide meaningful operational delivery of services with local employees and management at its location for a minimum of six months prior to proposal or bid submission. Functions can include, but not be limited to, operations, sales, supportive departments, equipment storage, and the like. The business must also be registered with and have paid sales and other taxes to the Wisconsin Department of Revenue. Documentation to substantiate the location is required and must be verifiable through Wisconsin state agencies and other sources. The business must not have any active exclusions in the System for Award Management (SAM) database ([www.SAM.gov](http://www.SAM.gov))

**Business Inclusion Goals**

	<b>Professional Services</b>	<b>Construction</b>
<b>Racine County-based Businesses</b>	<b>5%</b>	<b>25%</b>
<b>Racine County-based Businesses</b>	<b>5% Combined</b>	<b>5% Combined</b>
<b>Minority-Owned (MBE) Business Enterprises</b>		
<b>Woman-Owned (WBE) Enterprises</b>		
<b>Small Business (SBE) Enterprises</b>		
<b>Veteran-Owned Business Enterprises</b>		

**Registration and Certification Requirements**

<b>Business Category</b>	<b>Registration/Certification Type</b>
Racine County-based Business	<u>Wisconsin Department of Financial Institutions</u>
Minority-Owned Business Enterprise	<u>Wisconsin Department of Administration (MBE)</u>
Women-Owned Business Enterprise	<u>Women's Business Enterprise National Council (WBENC) (WBE)</u> <u>National Minority Supplier Development Council (NMSDC) (MBE)</u> <u>Wisconsin Department of Transportation (DBE)</u>
Small Business Enterprise	<u>City of Milwaukee Office of Small Business Development (SBE)</u>
Veteran-Owned Business Enterprise	<u>Wisconsin Department of Veterans Affairs</u>

**Business Inclusion Compliance**

Trade Contractors will be required to substantiate economic business inclusion through monthly reporting.

*\* Plan as of August 30, 2020 and subject to further revisions*

**Racine County  
Secure Residential Care Center for Children and Youth**

**ECONOMIC INCLUSION PLAN**

**Workforce Inclusion and Diversity Goals**

Priority to hire qualified Racine County residents, minorities or people of color, women and veterans.

**Workforce Inclusion Goals**

	Professional Services	Construction
<b>Racine County Residents</b>	<b>10% Combined</b>	<b>30%</b>
<b>Racine County Residents from Approved Training Programs</b>		<b>15%</b>
<b>Minorities or People of Color*</b>	<b>25% Combined</b>	<b>25% Combined</b>
<b>Women</b>		
<b>Veterans</b>		

*\* Minorities or People of Color as defined: American Indian or Alaska Native—Asian—Black or African American—Hispanic or Latino—Native Hawaiian or Other Pacific Islander. Federal Register / Vol. 62, No. 10*

**Workforce Inclusion Compliance**

Trade Contractor will be required to substantiate workforce inclusion through certified payrolls. Certified payroll must include information regarding a worker's address, city, state, zip code, county, gender, race/ethnicity and veteran status.

Racine County  
Secure Residential Care Center for Children and Youth

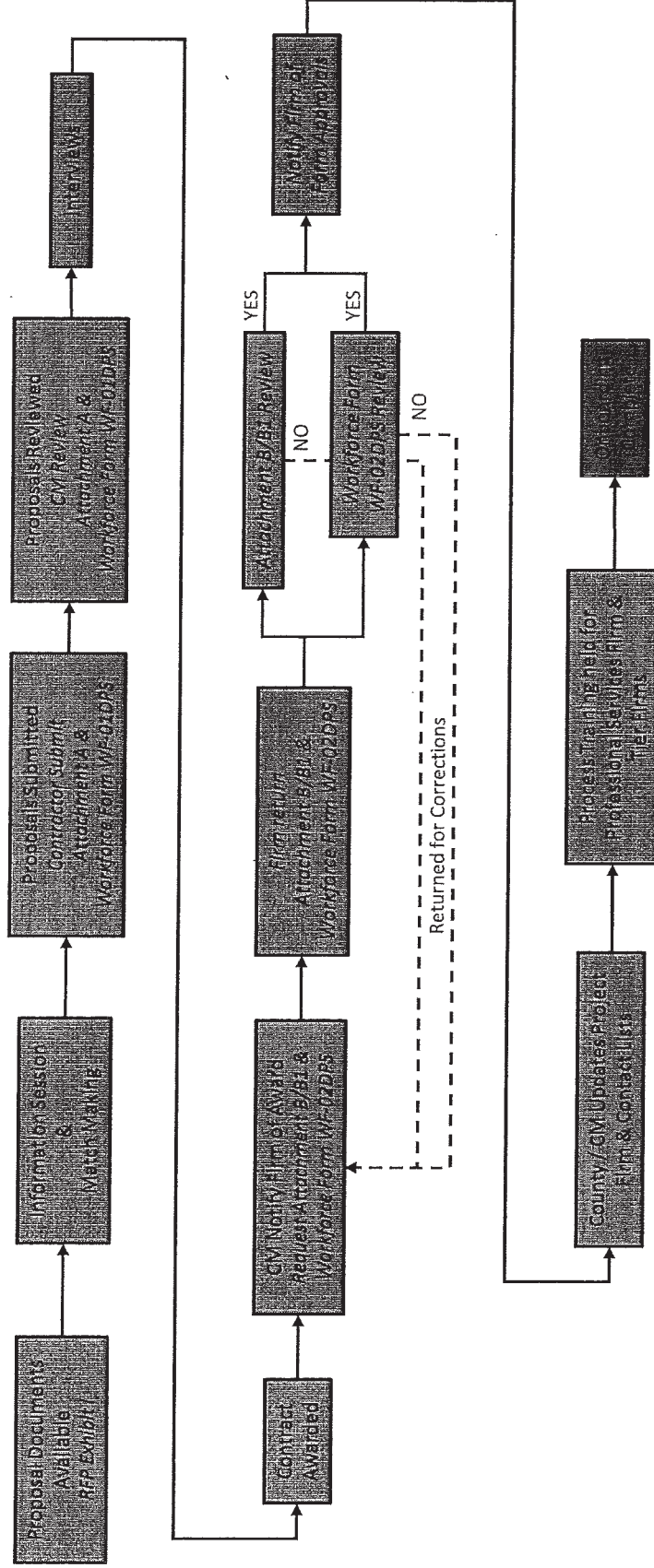
ECONOMIC INCLUSION PLAN

Definitions

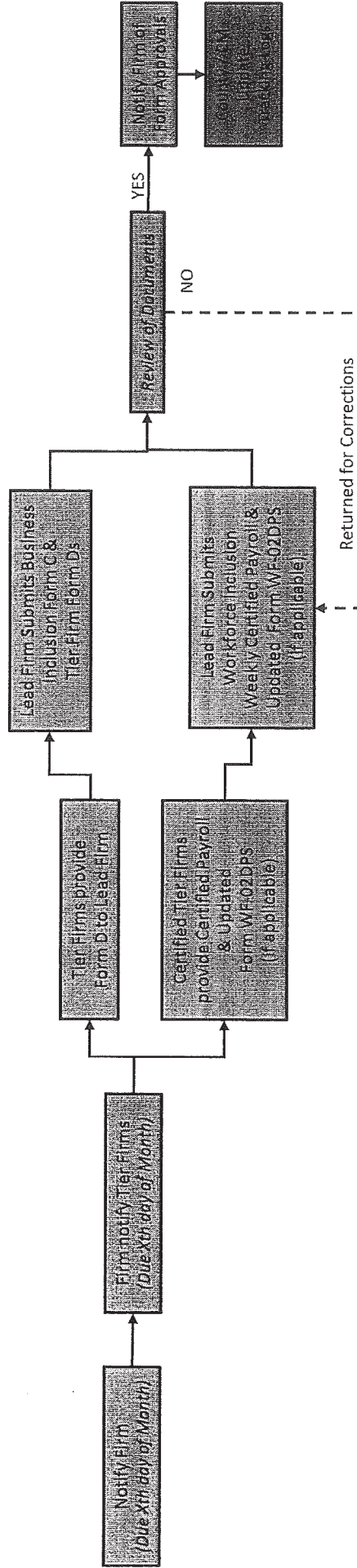
- **Racine County-Based Businesses** means Racine County (below noted areas that fall within the Racine County Limits).
  - Cities of Burlington and Racine, Villages of Caledonia, Elmwood Park, Mount Pleasant, North Bay, Raymond, Rochester, Sturtevant, Union Grove, Waterford, Wind Point, and Yorkville, Towns of Burlington, Dover, Norway, and Waterford, and Unincorporated communities of Buena Park, Caldwell, Cedar Park, Eagle Lake Manor, Eagle Lake Terrace, Franksville, Honey Creek, Honey Lake, Husher, Ives Grove, Kansasville, North Cape, Raymond, Tichigan, Union Church, and Yorkville; and any future municipalities created within the boundaries of Racine County.
  - The business must provide meaningful operational delivery of services with local employees and management at this location for a minimum of six months prior to proposal or bid submission. Functions can include but not be limited to operations, sales, supportive departments, equipment storage and the like. The business must also be registered with and have paid sales and other taxes to the Wisconsin Department of Revenue. Documentation to substantiate the location is required and must be verifiable through Wisconsin state agencies and other sources. The business must not have any active exclusions in the System for Award Management (SAM) database ([www.SAM.gov](http://www.SAM.gov))
  - Supply Chain businesses are recognized as firms that provide materials and supplies, lease equipment, manufacture or fabricate products from raw materials or substantially alter the material or supplies obtained by the contractor/vendor, are Regular Dealers, and provide transportation services.
- **Professional Services** means services requiring specialized knowledge and skill, usually of a mental or intellectual nature and usually requiring a license, certification, or registration. Services include but are not limited to architectural, engineering, Surveying, Environmental Testing and Investigation, Commissioning, Exterior Enclosure Consultants and Economic Inclusion Compliance Tracking Agent.
- **Construction Services** means all aspects of constructing, fabricating, installing, erecting, and maintaining utilities and facilities of all types
- **Qualified Firm** means a firm that meets the requirements as defined for Racine County-based Business and/or Minority-Owned, Woman-Owned, Small, and Veteran-Owned Business Enterprises.
- **Racine County Residents from Approved Training Programs** means identified unemployed or underemployed candidates from First Choice Pre-Apprenticeship, Gateway Technical College, WRTP/Big Step, or other pre-approved training program. Unemployed / Underemployed means as defined by Racine County as households that fall in the current federal fiscal year Income Limit Categories of Extremely Low, Very Low and Low as compared to the current federal fiscal year Median Family Income Limit established for the Racine County Area.

Reference link for current fiscal year information: <https://www.huduser.gov/portal/datasets/il.html>

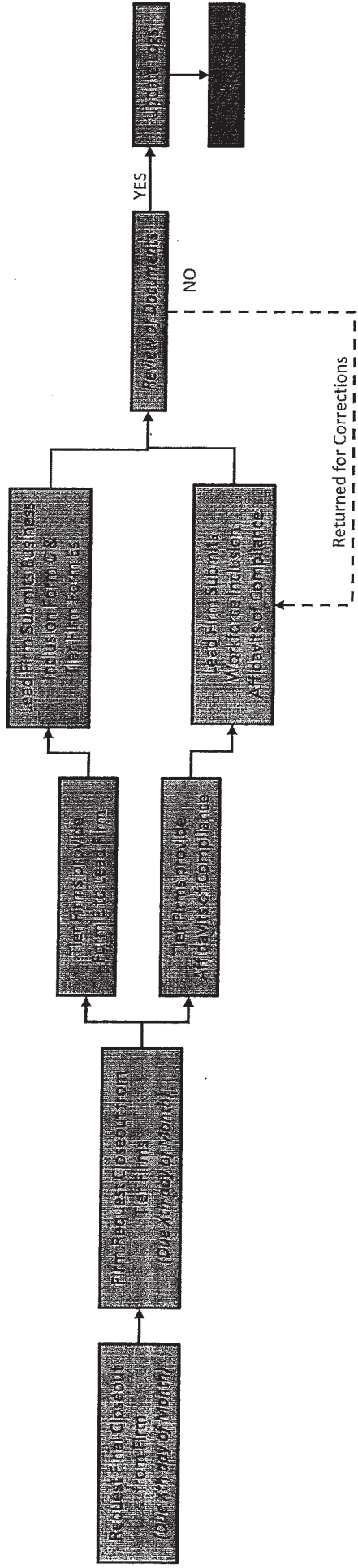




## Commitment & Validation Process – Professional Services



# Monthly Reporting Process – Professional Services



EIP Closeout Process – Professional Services



**Racine County  
Secure Residential Care Center for Children and Youth**

**ECONOMIC INCLUSION PLAN  
STATEMENT OF INTENT  
("ATTACHMENT A")**

**Letter of Intent from Business to Perform as Trade Contractor or Professional Services Firm**

**RFP/BID RELEASE #: \_\_\_\_\_**

Name of Project: Racine County Secure Residential Care Center for Children and Youth (Racine County SRCCCY)

Project Number: \_\_\_\_\_

(Legal Business Name)

(Full Business Address)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor      \_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership      \_\_\_\_\_ a Joint Venture

The business status of the undersigned is confirmed by the attached Letter of Certification, effective \_\_\_\_\_. In addition, in the case where the undersigned is a Joint Venture, provide a copy of Joint Venture Agreement.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project:

The above described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents: \$

**PARTIAL PAY ITEMS**

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the business firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**Racine County  
Secure Residential Care Center for Children and Youth**

**ECONOMIC INCLUSION PLAN  
STATEMENT OF INTENT  
("ATTACHMENT A")**

**Letter of Intent from Business to Perform as Trade Contractor or Professional Services Firm**

**RFP/BID RELEASE #:** \_\_\_\_\_

**SUB-SUBCONTRACTING LEVEL COMMITMENTS**

% of the dollar value of the business trade contracts or professional services agreements that will be awarded by contract and/or purchase order to **Racine County-based** business contractors or professional services firms.

% of the dollar value of the business trade contracts or professional services agreements that will be awarded by contract and/or purchase order to **Targeted Business** contractors or professional services firms.

% of the dollar value of the business trade contracts or professional services agreements that will be awarded by contract and/or purchase order to **non-Racine County based** business contractors.

If business subcontractor will not be sub-subcontracting any of the work described in this Letter of Intent, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the business subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

I declare and affirm that to the best of my knowledge, information, and belief, the facts and representations set forth in this document are true and correct and no material facts have been omitted.

By:

Business Name

Authorized Representative's Signature

Date

Authorized Representative's Name

Phone

Authorized Representative's Title

Check all that apply:

Racine County based

MBE

WBE

SBE

Veteran Owned

Non-Racine County based

**IF APPLICABLE**

By:

JV Partner Company Name

Authorized Representative's Signature

Date

Authorized Representative's Name

Phone

Authorized Representative's Title

**Racine County  
Secure Residential Care Center for Children and Youth**

**ECONOMIC INCLUSION PLAN  
Workforce Inclusion Commitment  
(Form WF-01DPS)**

**DESIGN & PROFESSIONAL SERVICES**

This form must be submitted at time of proposal or bid submission

**Table A. Minimum commitment of Prime Professional Services Provider**

	Minimum participation requirements of SRCCY contract holder	
COMMITMENT	RACINE COUNTY (%)	MINORITIES or PEOPLE OF COLOR WOMEN VETERANS (%)
	10%	25% Combined

**Table B. Firm Name:** \_\_\_\_\_

	Minimum workforce inclusion commitment if awarded a contract	
Estimated Total Workforce Hours: _____	RACINE COUNTY (%)	MINORITIES or PEOPLE OF COLOR WOMEN VETERANS (%)
_____ % Hours	_____ %	_____ %

Submitted by:

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



# GRANT AGREEMENT

Between the

State of Wisconsin  
Department of Corrections

And

Racine County  
Department of Human Services

THIS GRANT AGREEMENT is made and entered into by and between the Department of Corrections, State of Wisconsin ("Grantor") and Racine County, a Wisconsin municipal corporation ("Grantee").

**WHEREAS**, the Legislature has provided that the Wisconsin State Building Commission ("Commission") may authorize funds ("Grant Program") to assist counties in establishing or constructing secured residential care centers for children and youth and attached juvenile detention facilities ("SRCCCY"); and

**WHEREAS**, pursuant to 2017 Act 185, as amended by 2019 Act 8, (the "Act") Grantee applied for a grant under the Grant Program to pay for costs of designing and constructing one of the following:

A grant to pay 95 percent of the costs of designing and constructing a secured residential care center for children and youth.

A grant to pay 95 percent of the costs of designing and constructing a facility that houses both a secured residential care center for children and youth and a juvenile detention facility.

A grant to pay 100 percent of the costs of designing and constructing a secured residential care center for children and youth or any portion thereof that is intended primarily for the holding and treatment of female juveniles. ("Project"); and

**WHEREAS**, pursuant to the Act the juvenile justice grant committee developed and submitted to the Joint Committee on Finance ("JCF") a statewide plan recommending which county grant applications to approve ("Statewide Plan"); and

**WHEREAS**, on February 12, 2020 JCF approved the Statewide Plan; and

**WHEREAS**, pursuant to the Act, Grantor awarded a grant to pay for costs of designing and constructing the Project to Grantee in an amount not to exceed 40,000,000 U.S. Dollars (\$40,000,000) ("Grant"); and

**WHEREAS**, the Commission, at its meeting on February 27, 2020, determined that Grantee has met all the conditions set forth by the Legislature and authorized Grantor to release funds to Grantee for the design and construction of



the Project in the City of Racine, Racine County, consistent with the County's SRCCY Application for Funding and plans referenced therein (the "Plans"), in an amount not to exceed \$40,000,000 from the appropriation account under section 20.866 (1) (u) of the statutes, as a grant to Grantee.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

Grantor shall make payments to Grantee in an amount not to exceed \$40,000,000, as reimbursement of design and construction expenses incurred by Grantee in connection with the Project. Grantor shall disburse the Grant as a series of payments based on requisitions (Form of requisition attached as Exhibit A). Grantee may submit requisitions to Grantor throughout the duration of the Project. Upon receipt of submitted requisitions, Grantor agrees to initiate review and process submitted requisitions within a reasonable amount of time. Grantor will coordinate with the State of Wisconsin Department of Administration on the verification of the requisition and the submission of payment to Grantee, which is generally expected to occur within forty-five (45) days. Grantor will notify the Grantee, in a timely manner, whenever, upon review of a requisition, the Grantor determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to Grantor.

1. The Project is located at 1717 Taylor Ave. and/or 1720 Taylor Ave., Racine, WI 53403, Racine County (the "Property"). The legal description of the Property on which the Project will be built is attached hereto as Exhibit B.
2. Other than payment of the Grant, the State of Wisconsin and its agencies, officers and employees will have no obligation regarding the facility designed and constructed as the Project under this Agreement ("Facility"). Therefore, Grantee hereby agrees to indemnify, hold harmless and defend Grantor and its agencies, officers and employees against any financial obligation or liability regarding the design and construction of the Facility, including, but not limited to, injury to any person or property or environmental hazards which may be incurred by Grantor in the design, construction, maintenance and management of the Facility. Grantee shall maintain full replacement cost insurance coverage for the Facility and upon loss or destruction of the Facility shall repair or rebuild the Facility (or install improvements acceptable to Grantor and Grantee at the time) within three (3) years from the date of loss or repay to Grantor the amount of the Grant. The form of replacement cost insurance coverage shall be reasonably satisfactory to the Grantor but may, at Grantee's sole option, include self insurance.
3. Pursuant to the Act and Article 8, section 7, sub. 2 of the State of Wisconsin Constitution, Grantee is required to enter into the Use Restriction Agreement attached as Exhibit C. Grantee hereby accepts, and agrees to encumber the Facility on the Property with, such Use Restriction Agreement consistent with the terms of such Use Restriction Agreement until such time that the person charged with the administration of the Grant determines that the purpose of the Grant as set forth in the Act, as the same may be further amended from time to time, and consistent with the Plans, has been satisfied. The Use

Restriction Agreement shall be of the nature and character and to the extent and on the terms and conditions set forth therein.

4. Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, developmental disability as defined in Section 51.01(5), Wisconsin Statutes, sexual orientation, or national origin. This provision shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by Grantee setting forth the provisions of the nondiscrimination clause. An Affirmative Action Plan is required from any Grantee who receives an award from the Grantor in excess of Fifty Thousand (\$50,000.00) Dollars and who has a workforce of fifty (50) or more employees as of the Grant date. Grantee shall include these provisions in any subcontract associated with this Grant.
5. Grantee shall establish a record keeping system, which assures that Grantee is in compliance with this Agreement. The system shall provide a historic account of Agreement activities for examination and review by anyone authorized by the Grantor. Records must be maintained after final completion of construction of the Facility for a period of not less than three (3) years.

The minimum acceptable records for administrative purposes of this Agreement consist of invoices for reimbursable design and construction costs, materials and equipment and design and construction services and professional, architectural and engineering fees.

Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other agreements, projects and programs. Documents related to this Agreement shall be made available for review by Grantor during normal business hours. Grantor shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy at Grantee's business office any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, Grantee shall provide copies in such form as may be requested by Grantor. This provision shall also apply in the event of termination of this Agreement.

6. If the Facility designed and constructed with Grant funds is not used for the purposes identified in the Act, as the same may be amended from time to time or as otherwise agreed between Grantor and Grantee, Grantor shall retain an ownership interest in the Facility equal to the amount of the Grant.

GRANTOR:

GRANTEE:

**THE STATE OF WISCONSIN**

**Racine County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

RRF

EXHIBIT A

State of Wisconsin Department of Corrections  
**Christian (Chris) Wagner**

To Whom It May Concern:

Requisition Date: \_\_\_\_\_ Requisition Number \_\_\_\_\_

Requisition of Design Construction Grant Funds  
RACINE COUNTY

On behalf of Racine County, a draw on available grant funds for the above project is hereby requested. The invoice(s), closing documents, or other materials evidencing payment of costs and expenses for which reimbursement is requested are listed and attached separately. This grant draw is to reimburse design and/or construction invoice(s) at the \_\_\_\_\_ paid by \_\_\_\_\_. The calculation of the amount of grant available and this draw is as follows:

1. Total Amount of Grant:	\$40,000,000
2. Total of Previous Grant Draws	0.00
3. Remaining Grant Available:	\$ _____
4. Total Costs/Expenses Submitted	\$0.00
5. Grant Draw (95% of Total Costs/Expenses)	\$0.00
6. Cumulative total of Grant Draws (line 2 plus line 5)	\$0.00
7. Remaining Grant Available (line 1 minus line 6)	\$ _____

On behalf of Racine County, the undersigned, in his or her official capacity, but not individually, hereby certifies that the materials submitted with this letter are true and correct copies of documents evidencing payments due from Racine County and the amounts requested for payment under this Requisition are due to \_\_\_\_\_.

Sincerely,

RACINE COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B**  
**Legal Description of the Facility**

[INSERT LEGAL DESCRIPTION OF NEW BUILDING SITE ONLY  
*(provided \$40,000,000 of reimbursable expenses will arise at that site)*]

RR  
FF

**USE RESTRICTION AGREEMENT**

**Between the**

**State of Wisconsin  
Department of Corrections**

**And**

**Racine County  
Department of Human Services**

THIS USE RESTRICTION AGREEMENT (“**Agreement**”) is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Racine County (“**County**”) and THE STATE OF WISCONSIN (“**State**”).

Recording Area
Name and return address:
NAME
Chief Counsel
WI Department of Corrections
3099 E. Washington Ave.
Madison, WI 53704
PIN: XXXXXXXXXXXXX

**WITNESSETH:**

WHEREAS, County is a county of the State of Wisconsin; and

WHEREAS, County is the sole owner in fee simple of certain real property (the “**Property**”) located in the City of Racine, Racine County, Wisconsin, and more particularly described on Exhibit A hereto;

WHEREAS, the Legislature has provided that the Wisconsin State Building Commission (“**Commission**”) may authorize funds to assist counties in establishing or constructing secured residential care centers for children and youth and attached juvenile detention facilities (“**Grant Program**”); and

WHEREAS, pursuant to the 2017 Act 185, as amended by 2019 Act 8, (the “**Act**”) County applied for a grant under the Grant Program to pay for the costs of designing and constructing one of the following:

- A grant to pay 95 percent of the costs of designing and constructing a secured residential care center for children and youth.
- A grant to pay 95 percent of the costs of designing and constructing a facility that houses both a secured residential care center for children and youth and a juvenile detention facility.
- A grant to pay 100 percent of the costs of designing and constructing a secured residential care center or any portion thereof that is intended primarily for the holding and treatment of female juveniles . (“**Project**”); and

WHEREAS, pursuant to the Act the juvenile justice grant committee developed and submitted to the Joint Committee on Finance (“JCF”) a statewide plan recommending which county grant applications to approve (“Statewide Plan”); and

WHEREAS, on February 12, 2020 JCF approved the Statewide Plan; and

WHEREAS, pursuant to 2017 Act 185 the State awarded a grant to County in an amount not to exceed 40,000,000 U.S. dollars (\$40,000,000) (“Grant”); and

WHEREAS, the Commission, at its meeting on February 27, 2020, determined that County has met all the conditions set forth by the Legislature and authorized the State to release funds to County for the design and construction of the Project in the City of Racine, Racine County, consistent with the County’s SRCCCY Application and plans referenced therein (the “Plans”), in an amount not to exceed \$40,000,000 from the appropriation account under section 20.866 (1) (u) of the statutes, as a grant to County; and

WHEREAS, if the facility that is designed and constructed with funds from the Grant (“Facility”) on the Property, is not used for the purpose of a secured residential care center for children and youth and a juvenile detention facility, the Legislature requires the State to retain an ownership interest in the Facility equal to the amount of the State’s grant; and;

WHEREAS, Wisconsin Constitution, Article VIII, Section 7 establishes limited purposes for which general fund supported borrowing may be used and, as such, the Grant must result in the State acquiring an interest in property for public purposes;

NOW, THEREFORE, in consideration of the Grant, the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and the State hereby agree as follows:

1. Grant Purpose. County hereby voluntarily grants and conveys to the State, and the State hereby accepts, this use restriction over the Facility on the Property from the effective date hereof (the “Term”), which use restriction shall be of the nature and character and to the extent and on the terms and conditions set forth herein.
2. Restrictions. In furtherance of the foregoing, County covenants, on behalf of itself and its successors and assigns, which covenants shall run with and bind the Facility on the Property during the Term, that the Facility will be primarily used to secure and provide programming to children and youth in the State of Wisconsin, including a secured residential care center for children and youth and a juvenile detention facility and other purposes as may be authorized by the State from time to time and that any activity on or use of the Facility inconsistent with such primary use and the purpose of this Agreement is prohibited.
3. Reserved Rights. County hereby reserves to itself and its successors and assigns, all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited by or inconsistent with the purposes of this Agreement.

4. Rights of the State. To accomplish the purpose of this Agreement, the following rights are hereby granted to the State:

(a) The State shall have the right to enter upon the Property to access the Facility at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Agreement, as provided in Paragraph 5 hereof, provided that (except in cases where the State reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Agreement that would significantly impair the public purposes to be served by this Agreement) such entry shall be upon prior reasonable notice in writing to County.

(a) The State shall have the right to prevent any activity on or use of the Facility that violates the purpose and terms of this Agreement, as provided in Paragraph 5 hereof.

5. The State's Remedies.

(a) Acquisition of Ownership Interest. If the State reasonably determines that a material violation of Paragraph 2 of this Agreement has occurred or is threatened, then it shall give written notice to County of the same, and if the parties are unable to negotiate a remedy or alternate resolution, County shall have a sixty (60) day period after the receipt of an additional written notice from the State in which to cure such violation or, if such violation cannot be cured within such 60 (60) day period, then County shall commence diligent efforts to pursue cure of such violation. If County fails to either cure such a violation or commence and continue such diligent efforts to pursue a cure of such violation within sixty (60) days after receipt of notice to do so from the State and the State decides to exercise its remedy under this subparagraph (in lieu of exercising the remedies listed in subparagraphs (b) and (c) below), then the State shall deliver written notice to County, and County, within an additional thirty (30) days after delivery of such written notice, shall deliver to the State a quit claim deed in substantially the form attached hereto as Exhibit B, transferring a \$40,000,000 interest in the Facility to the State.

(b) Injunctive Relief. The State may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Facility to the condition that existed prior to such violation.

(c) Scope of Relief. The State's rights under this Paragraph 5 apply equally in the event of either actual or threatened violations of the terms of this Agreement. County agrees that the State shall be entitled to the injunctive relief described in Paragraph 5(b) hereof, both prohibitive and mandatory, in addition to such other relief to which the State may be entitled, including specific performance of the terms of this Agreement. The remedies described in this Paragraph 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.



(d) Costs of Enforcement. All reasonable costs incurred by the State in successfully enforcing the terms of this Agreement against County, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by County.

(e) Forbearance. Forbearance by the State in exercising its rights under this Agreement in the event of any breach of any term of this Agreement by County shall not be deemed or construed to be a waiver by the State of such breach or of any subsequent breach of the same or any other term of this Agreement or of any of the State's rights under this Agreement. No delay or omission in the exercise by the State of any right or remedy upon any breach by County shall impair such right or remedy or be construed as a waiver.

(f) Waiver of Certain Defenses. County hereby waives any defense of laches, estoppel, or prescription.

(g) Acts Beyond County's Control. Notwithstanding anything to the contrary contained in this Agreement, the State shall not be entitled to bring any action against County for any change in use of the Facility resulting from causes beyond County's reasonable control, including, without limitation, fire, flood, storm, and earth movement; or from any action or inaction by County in order to comply with local, state, or federal laws or regulations.

(h) No Public Access. No right of access by the general public to any portion of the Property is granted by this Agreement.

6. Costs, Liabilities, Taxes, and Environmental Compliance.

(a) Costs, Legal Requirements, and Liabilities. County retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of liability insurance coverage in the minimum amount of \$1,000,000 (adjusted from time to time by the percentage change from the date hereof in the Consumer Price Index – All Urban Consumers, All Items, 1982-84 = 100, or if such index is no longer published, then a similar generally accepted index of price inflation). County remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Agreement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

(b) Taxes. County shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of this Agreement, and shall furnish the State with satisfactory evidence of payment upon request.

(c) Representations and Warranties. County represents and warrants that, to the best knowledge of County, there is no pending or threatened litigation in any way

affecting, involving, or relating to the Property and no civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or the Project, nor do there exist any facts or circumstances that County believes would form the basis for any such proceedings, investigations, notices, claims, demands, or orders applicable to the Property or the Project.

(d) Control. Nothing in this Agreement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the State to exercise physical or managerial control over the day-to-day operations of the Property, or any of County's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

7. Extinguishment; Condemnation.

(a) Extinguishment. If circumstances arise in the future that render the purpose of this Agreement impossible to accomplish, then this Agreement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the State shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Facility subsequent to such termination or extinguishment, shall be the original amount of the Grant.

(b) Condemnation. If all or any part of the Facility is taken by exercise of the power of eminent domain or acquired by purchase in-lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Agreement, in whole or in part, then County and the State shall act jointly to recover the full value of the State's interest in the Facility subject to the taking or in-lieu purchase and all direct or incidental damages resulting therefrom (the "Award"), from which Award the State shall be entitled to collect an amount equal to the original amount of the Grant, plus reasonable interest calculated from the date hereof, and any expenses reasonably incurred by the State in connection with the taking or in-lieu purchase; provided, however, that if the Award is less than such original Grant amount plus such reasonable interest, then the State shall be entitled to recover its pro rata share of the Award.

8. Subsequent Transfers. County agrees to incorporate the terms of this Agreement by reference in any deed or other legal instrument by which County divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. County further agrees to give written notice to the State of the transfer of any such interest at least thirty (30) days prior to the date of such transfer. The failure of County to perform any act required by this Paragraph 8 shall not impair the validity of this Agreement or limit its enforceability in any way.

9. Estoppel Certificates. The State shall within thirty (30) days after its receipt of a written request by County therefor, execute and deliver to County, or to any party designated by County, an estoppel certificate, which certifies County's compliance with any obligations of County contained in this Agreement. Such certification shall be limited to the use being made of the Facility as of the State's most recent inspection. If County requests more current documentation, the State shall conduct an inspection, at County's expense, within twenty (20) days after its receipt of County's written request therefor and shall execute and deliver the requested certificate within ten (10) days after such inspection.

10. Termination. This Agreement shall not terminate except as expressly authorized by the State in writing.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed as follows:

If to County:

Racine County  
730 Wisconsin Avenue, 10<sup>th</sup> Floor  
Racine, WI 53403  
Attention: Corporation Counsel

If to the State: State of Wisconsin

Wisconsin Department of Corrections  
3099 E. Washington Avenue  
Madison, WI 53704  
Attention: Chief Legal Counsel

or to such other address or by such other means of common communication as either party from time to time may designate by written notice to the other.

12. Recording. The State shall record this Agreement in the office of the Register of Deeds for Racine County, Wisconsin, and may re-record it at any time as may be required to preserve its rights under this Agreement. The State also shall record a release or satisfaction of this Agreement when fully performed or otherwise terminated.

13. General Provisions.

(a) Controlling Law. The interpretation and performance of this Agreement shall be governed by the internal laws of the State of Wisconsin.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed to effect the primary purpose of this Agreement and the public purposes to be served by the making of the Grant. If any provision in this Agreement is found to be ambiguous, then an interpretation consistent with the primary purpose of this Agreement that would

render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to such matters, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in with the Property during the Term.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Agreement terminate upon transfer of that party's interest in this Agreement (as to the State) or the Property (as to County), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this Agreement have been inserted solely for convenience of reference and shall have no effect upon its construction or interpretation.

(i) Amendment. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, County and the State may jointly amend this Agreement by a written instrument recorded in the office of the Register of Deeds for Racine County, provided that any such amendment shall not diminish the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and delivered the same as of the day and year first above written.

*[Signatures on next page]*

COUNTY:

THE STATE:

RACINE COUNTY:

THE STATE OF WISCONSIN

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of Wisconsin  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_  
as \_\_\_\_\_

\_\_\_\_\_  
Notary Public, Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of Wisconsin  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_  
as \_\_\_\_\_

\_\_\_\_\_  
Notary Public, Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

This document was drafted by \_\_\_\_\_, Legal Counsel, Wisconsin  
Department of Corrections.

**EXHIBIT A**

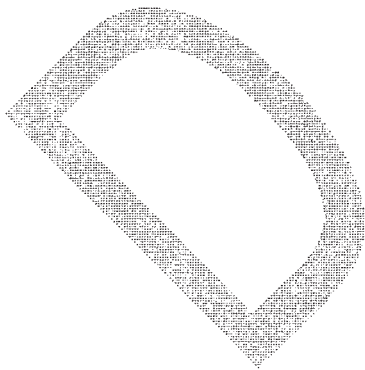
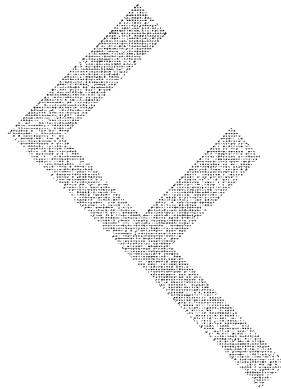
**Legal Description of the Property**

REF

**EXHIBIT B**

**Form of Deed**

See Attached



QUIT CLAIM DEED

Document Number

Document Name

THIS QUIT CLAIM DEED, made between \_\_\_\_\_ ("Grantor," whether one or more), and STATE OF WISCONSIN \_\_\_\_\_ ("Grantee," whether one or more).

Grantor, for a valuable consideration, quit claims to Grantee a \_\_\_\_ fractional tenant-in-common-interest in the improvements that house both a secured residential care center for children and youth and a juvenile detention facility located on the following described real property, in Racine County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached addendum

Recording Area

Name and Return Address
Chief Legal Counsel
WI Department of Corrections
XXXXXXXXXXXX
XXXXXXXXXXXX

Parcel Identification Number (PIN)
This is not \_\_\_\_\_ homestead property.
(is not)

Dated \_\_\_\_\_.

RACINE COUNTY

By: \_\_\_\_\_ (SEAL)
Name: \_\_\_\_\_
Its: \_\_\_\_\_

AUTHENTICATION

Signature(s) \_\_\_\_\_
authenticated on \_\_\_\_\_

\* \_\_\_\_\_
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, \_\_\_\_\_
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN )
) ss.
\_\_\_\_\_ COUNTY )

Personally came before me on \_\_\_\_\_
the above-named \_\_\_\_\_
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

\* \_\_\_\_\_
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: \_\_\_\_\_)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

\* 1 type name below signatures.





EXHIBIT "D"

Fiscal Year: **2020**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
<b>CAPITAL PROJECT - SRCCCY PROJECTS</b>						
STATE FUNDING - SRCCCY	NEW ACCOUNT	0	0	(40,000,000)	(40,000,000)	(40,000,000)
ISSUANCE LONG TERM DBT	NEW ACCOUNT	0	0	(2,500,000)	(2,500,000)	(2,500,000)
	<b>TOTAL SOURCES</b>			<b>(42,500,000)</b>		
EXPENSES	NEW ACCOUNT	0	0	42,500,000	42,500,000	42,500,000
	<b>TOTAL USES</b>			<b>42,500,000</b>		
				<b>0</b>		

10 Year General Obligation Notes will be issued to cover the County's portion of the costs.

Budget entries will be done to move the budget from the Expense account to detail lines.

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

FOR	AGAINST