

**COUNTY OF RACINE
FINANCE & HUMAN RESOURCES COMMITTEE**

Supervisor Don Trottier, Chairman
Supervisor Robert Miller, Vice Chairman
Supervisor John Wisch, Secretary
Supervisor Nick Demske
Supervisor Scott Maier

Supervisor Jody Spencer
Supervisor Jason Eckman
Adan Merino-Cabrera, Youth in Governance Representative
Daysia Ward, Youth in Governance Representative

NOTICE OF MEETING OF THE
FINANCE AND HUMAN RESOURCES COMMITTEE

DATE: **WEDNESDAY November 1, 2023**

TIME: **5:00 p.m.**

PLACE: **IVES GROVE OFFICE COMPLEX
AUDITORIUM
14200 WASHINGTON AVENUE
STURTEVANT, WISCONSIN 53177**

1. Convene Meeting
2. Chairman Comments – Youth in Governance/Comments
3. Public Comments
4. Approval of Minutes from the October 25, 2023, committee meeting – Action of the Committee only.
5. Racine County Economic Development Corporation – Andrea Safedis – Status of the Racine County Matching Grant Program – 3rd Quarter 2023 – Action of the Committee only.
6. Finance Department – Gwen Zimmer – Racine County 2023 3rd Quarter Investment Report (Staff from DANA Investments will be available to discuss the materials) – 2023 – Report.
7. Finance Department – Gwen Zimmer – Racine County 2023 3rd Quarter Grant Applications Report – 2023 – Report.
8. Finance Department – Gwen Zimmer – Racine County 2023 3rd Quarter Accepted Donations – 2023 – Report.
9. County Treasurer – Jeff Latus – Sale of two (2) In Rem Properties at Parcel # 276-000006539000 329 Luedtke Ave and # 276-000007708000 1822 Domanik Dr, via over-the-counter sale- Action of Committee Only.
10. Public Works & Development Services– Roley Behm – Authorize a multi-year contract with Hop

Heads Hospitality and Events, LLC for a period of 1/1/2024 - 12/31/2028 – 2023– Resolution – Action Requested: 1st Reading at the November 6, 2023, County Board Meeting.

- 11. Human Resources– Sarah Street – 2023 Update on Double Encumbered Policy – Information Only.
- 12. Communication & Report Referrals from County Board Meeting:

a. Bankruptcy items:

| Type of Action: | Person/Persons |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Chapter 13 Notice of Case | Melissa Williams; Kyle Kinzer; Jessica Kinzer; Heather Dycus; Lakiya Gresham; Dennis Fisher; Melissa Ahles; |
| Chapter 13 Order Confirming Chapter 13 Plan | James Pirk; Theresa Pirk; |
| Chapter 13 Notice and Motion to Dismiss Confirmed Plan | Jason Lowman; Jeanna Lowman; Eric Lawrence; Nichole Barajas; |
| Chapter 13 Order Extending Deadline to file Required Documents and Extending Time to Object to Motion to Continue Stay | Minnie Davis; |
| Chapter 7 Notice of Case – No Proof of Claim Deadline | Terell Riley; |

- 13. Staff Report – No Action Items.
 - Finance & Human Resources Committee – Next Meeting will be November 15, 2023.
- 14. Adjournment

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance & Human Resources Committee

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: 11/1/2023

**Signature of Committee Chairperson
/Designee:** _____

Description: Minutes from the October 25, 2023 FHR Meeting

Action: **County Board Supervisors**
 Approve
 Deny

Youth In Governance
 Approve
 Deny

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
Wednesday, October 25, 2023

IVES GROVE OFFICE COMPLEX
AUDITORIUM
14200 WASHINGTON AVENUE
STURTEVANT, WISCONSIN 53177

Meeting attended by: Chairman Trottier, Supervisors Spencer, Eckman, Maier, and Miller, Demske, and Wisch.

Other attendees: Finance Director Gwen Zimmer, Principal Assistant Corporation Counsel John Serketich, and Finance and Budget Manager Byron Dean.

Excused: Human Resources Director Sarah Street, and Youth in Governance Representatives Ward and Merino-Cabrera.

Agenda Item #1 – Convene Meeting

Meeting Called to Order at 5:00 p.m. by Chairman Trottier.

Agenda Item #2 – Youth in Governance/Comments

Youth in Governance Representatives were not present.

Agenda Item #3 – Approval of Minutes from the October 19, 2023, committee meeting

Action: Approve the minutes from the October 19, 2023, committee meeting.

Motion Passed: Moved: Supervisor Miller. Seconded by Supervisor Maier. Vote: All Ayes No Nays.

Agenda Item #4 –Closed Session - IT IS ANTICIPATED THAT THE FINANCE AND HUMAN RESOURCES COMMITTEE WILL MEET IN A CLOSED SESSION PURSUANT TO SECTION 19.85(1)(g) OF THE WISCONSIN STATE STATUTES TO DISCUSS WITH LEGAL COUNSEL A CLAIM AGAINST RACINE COUNTY BY: QUENTIN POMPY [22CV61].

Action: To convene into closed session at 5:03 p.m. pursuant to Section 19.85(1)(g) of the Wisconsin State Statutes to discuss with legal counsel the status of the following: Quentin Pompy.

Motion Passed: Moved: Supervisor Miller Seconded: Supervisor Wisch Vote: Roll-call vote was taken of the members present: All Ayes No Nays.

Agenda Item #4a – Regular Session.

Action: To reconvene into regular session at 5:09 p.m.

Motion Passed: Moved: Supervisor Miller. Seconded by Supervisor Eckman. Vote: All Ayes, No Nays.

Action: To Approve the claim settlement with Quentin Pompy in the amount of \$145,000 – 1st Reading at the October 31st, County Board Meeting.

Motion passed. Moved: Supervisor Miller. Seconded: Supervisor Wisch. Vote: All Ayes, No Nays.

Agenda Item #5 – Budget Deliberation- No Action Items.

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
Wednesday, October 25, 2023

Agenda Item #6 – Staff Report – No Action Items.

- a. Finance & Human Resources Committee – Next Meeting will be November 1, 2023.

Agenda Item #7 – Adjournment.

Action: Adjourn the meeting at 5:15 p.m.

Motion Passed: Moved by Supervisor Wisch. Seconded by Supervisor Miller. Vote: All Ayes, No Nays.

REQUEST FOR COUNTY BOARD ACTION

| | | | |
|------|-------------|-------------------------------------|--------------------------|
| YEAR | <u>2023</u> | <input type="checkbox"/> | Resolution Request |
| | | <input type="checkbox"/> | Ordinance Request |
| | | <input type="checkbox"/> | Report Request |
| | | <input checked="" type="checkbox"/> | Action of Committee Only |

Requestor/Originator: Gwen Zimmer- Finance Director

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) RCEDC- Andrea Safedis
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: n/a

Does this request propose the expenditure, receipt or transfer of any funds? No

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/1/2023 Date of County Board Meeting to be Introduced: _____

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Racine County Economic Development Corp. (RCEDC) Status of the Racine County Matching Grant Program – 3rd Quarter 2023.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

MEMORANDUM

TO: RACINE COUNTY BOARD
FINANCE AND HUMAN RESOURCE COMMITTEE

FROM: ANDREA SAFEDIS, PORTFOLIO SERVICING SPECIALIST
JENNY TRICK, EXECUTIVE DIRECTOR

DATE: NOVEMBER 1, 2023

SUBJECT: RACINE COUNTY MATCHING GRANT PROGRAM Q3 2023

The purpose of this memorandum is to provide Racine County (“County”) with the 2023 Q3 report for the Racine County Matching Grant Program (“MGP”) that is administered by Racine County Economic Development Corporation (“RCEDC”).

Overview of the Program

Racine County has been supporting small businesses through two grant programs (manufacturing and minority owned businesses) since 2004 and 2006, respectively.

Starting in 2016, RCEDC and the Racine County Board evaluated the program and began to make small changes to streamline the grant program; changes included combining the two grants into one fund, add a job creation criterion, and strive to seek ways to make the approval process more efficient. Two years later after evaluating the changes and the results, in 2018 the Racine County Board approved additional changes to the grant program that included the following:

- 1) Increase the grant amounts from the original level of \$2,500 to \$5,000;
- 2) Add veteran owned businesses as eligible applicants; and
- 3) Reduce time required for the business to have been established and generating sales from two years to one year.

In 2021, the Racine County Board approved the following changes to the program:

- 1) Limit the grant applications from a business and any of its affiliates to a total of \$5,000 annually;
- 2) Limit the number of years an applicant, including all its affiliates, can apply for funds to a maximum of three years; and
- 3) Allow program funds to be used for a new Coaching Council program being established by RCEDC.

And finally, after delivering the mid-2022 report and reflecting that an unusually high balance available (\$36,186.06), the following changes were requested and approved:

- 1) Eligible applicants to include start-ups assuming the following:
 - Has a physical location that is not home-based;
 - Has secured funding to establish their business; and

- Has been open (since date of first revenues) for a minimum of 30 days.

The following results are as of September 30, 2023:

| | |
|-------------------------------------------|--------------------|
| 2022 MGP Carry Forward | \$11,436.60 |
| 2023 MGP Allocation | \$75,000.00 |
| Total Available for Grants in 2023 | \$86,436.60 |
| 2023 Approvals | \$84,835.36 |
| Balance Remaining: | \$1,601.24 |

Project results as of September 30, 2023:

- \$84,835.36 in total grants approved.
- 19 small businesses approved, including:
 - 4 manufacturers
 - 13 women-owned
 - 10 ethnic minority-owned
 - 2 – African American
 - 6 – Hispanic
 - 2 – Asian Pacific
- The location of the 19 small businesses is in the following communities:
 - Burlington: 2
 - Caledonia: 1
 - City of Racine: 4
 - Mount Pleasant: 5
 - Union Grove: 2
 - Waterford: 4
 - Sturtevant: 1

The 19 small businesses approved employ 233 full time equivalent employees. One year following the grant award, the companies will be required to report any changes in the number of employees.

Ethnic Minority Groups

At the request of Racine County leadership, RCEDC has compiled data on the ethnic minority groups which have been awarded MGP funds since RCEDC has led the administration of the program in 2016.

This data is detailed below:

| 2016 | | | | | | |
|----------------------|------------------|----------|---------------|--------------|-------------|--|
| | African American | Hispanic | Asian-Pacific | Asian-Indian | Woman Owned | |
| MGP Awards | 4% | 4% | 4% | 0% | 27% | |
| County Demographics | 12% | 13.6% | 1.3% | 1.3% | 50.4% | |
| Number of Applicants | 1 | 1 | 1 | 0 | 7 | |

| 2017 | | | | | | |
|----------------------|------------------|----------|---------------|--------------|-------------|--|
| | African American | Hispanic | Asian-Pacific | Asian-Indian | Woman Owned | |
| MGP Awards | 17% | 0% | 0% | 0% | 30% | |
| County Demographics | 12% | 13.6% | 1.3% | 1.3% | 50.4% | |
| Number of Applicants | 4 | 0 | 0 | 0 | 7 | |
| 2018 | | | | | | |
| | African American | Hispanic | Asian-Pacific | Asian-Indian | Woman Owned | |
| MGP Awards | 12% | 4% | 4% | 0% | 38% | |
| County Demographics | 12% | 13.6% | 1.3% | 1.3% | 50.4% | |
| Number of Applicants | 3 | 1 | 1 | 0 | 10 | |
| 2019 | | | | | | |
| | African American | Hispanic | Asian-Pacific | Asian-Indian | Woman Owned | |
| MGP Awards | 14% | 0% | 3.4% | 7.0% | 45% | |
| County Demographics | 12% | 13.6% | 1.3% | 1.3% | 50.4% | |
| Number of Applicants | 4 | 0 | 1 | 2 | 12 | |
| 2020 | | | | | | |
| | African American | Hispanic | Asian-Pacific | Asian-Indian | Woman Owned | |
| MGP Awards | 12% | 0% | 4% | 4% | 32% | |
| County Demographics | 12% | 13.6% | 1.3% | 1.3% | 50.4% | |
| Number of Applicants | 3 | 0 | 1 | 2 | 8 | |
| 2021 | | | | | | |
| | African American | Hispanic | Asian-Pacific | Asian-Indian | Woman Owned | |
| MGP Awards | 19% | 4% | 4% | 4% | 46% | |
| County Demographics | 12% | 13.6% | 1.3% | 0.7% | 50.4% | |
| Number of Applicants | 5 | 1 | 1 | 1 | 12 | |
| 2022 | | | | | | |
| | African American | Hispanic | Asian-Pacific | Asian-Indian | Woman Owned | |
| MGP Awards | 25% | 6.3% | 3.1% | 0% | 66% | |
| County Demographics | 12.2% | 14.8% | 1.4% | .7% | 50.1% | |
| Number of Applicants | 8 | 2 | 1 | 0 | 21 | |

Conclusion for 2023 Q3

RCEDC is seeking additional funding for the 2024 Matching Grant Program allocation. This will allow us to fund the applications that were put on hold for 2023.

| Q3 2023 - Matching Grant Approvals | | | | | | |
|------------------------------------------------------|---------------------|----------------------------------------|---------------------|------------------------|-------------------------------------|---------------------------|
| Company Name | Community / County | Primary Product/Service | MGP Grant Award | MGP Partner | MGP Qualifier | MGP Application Job Count |
| Active Nursing dba Bellasmedispa | Mt. Pleasant | Medical Spa | \$ 5,000.00 | RCEDC; WWBIC | Racial/Ethnic Minority | 1 |
| Baylon Incorporated | City of Racine | Fire equipment and protection supplier | \$ 5,000.00 | Independent Consultant | Racial/Ethnic Minority | 10 |
| Big City BBQ | City of Racine | Food Truck | \$ 5,000.00 | Independent Consultant | Racial/Ethnic Minority | 1 |
| Blueberry Hilltop Cafe | City of Racine | Restaurant | \$ 5,000.00 | Independent Consultant | Racial/Ethnic Minority; Women Owned | 9 |
| CNALP Gallery, LLC | Union Grove | Art Gallery | \$ 1,750.00 | RCEDC | Women Owned | 1 |
| Core Connect Staffing LLC | City of Racine | Employment and staffing support | \$ 5,000.00 | RAMAC | Racial/Ethnic Minority; Women Owned | 3 |
| Domina Consulting, Inc | Mt. Pleasant | Diversity & Inclusion Consulting | \$ 5,000.00 | Independent Consultant | Racial/Ethnic Minority; Women Owned | 4 |
| Flitz International, Ltd. | Waterford (Village) | Soap & Other Detergent Manufacturing | \$ 5,000.00 | RCEDC | Manufacturer | 27 |
| Frazier Support Services | Mt. Pleasant | Social Service Organization | \$ 4,000.00 | WWBIC | Racial/Ethnic Minority; Women Owned | 18 |
| Geneva Healthcare, LLC | Waterford (Village) | Plastic & Rubber Product Manufacturing | \$ 5,000.00 | Independent Consultant | Manufacturer; Women Owned | 5 |
| Lovingkindness AFH, LLC | Mt. Pleasant | Group Home | \$ 3,500.00 | WWBIC | Racial/Ethnic Minority; Women Owned | 4 |
| M&J Krueger Trucking | Sturtevant | Trucking | \$ 5,000.00 | RCEDC | Racial/Ethnic Minority; Women Owned | 8 |
| Main Street Mercantile | Waterford (Village) | Gift Shop | \$ 1,500.00 | RCEDC | Women Owned | 6 |
| Mercantile Hall | Burlington | Lessors of Nonresidential Buildings | \$ 5,000.00 | Independent Consultant | Women Owned | 32 |
| Polished Beauty Bar | Mt. Pleasant | Nail Salon | \$ 4,085.36 | GTC | Women Owned | 14 |
| Righteous Autos Inc | Caledonia | Auto Repair Shop | \$ 5,000.00 | GTC; WWBIC | Racial/Ethnic Minority | 9 |
| Robin J. Vos Enterprises, Inc. dba TS Food Packaging | Burlington | Food Wholesalers | \$ 5,000.00 | RCEDC | Manufacturer | 75 |
| T'Macs Saloon | Union Grove | Bar | \$ 5,000.00 | RCEDC | Women Owned | 6 |
| Waterford Stillhouse | Waterford (Village) | Distillery | \$ 5,000.00 | RCEDC | Manufacturer; Women Owned | 13 |
| Total: 19 | | | \$ 84,835.36 | | | 233 |

REQUEST FOR COUNTY BOARD ACTION

| | | | |
|------|-------------|---|--------------------|
| YEAR | <u>2023</u> | | Resolution Request |
| | | | Ordinance Request |
| | | X | Report Request |

Requestor/Originator: Finance Director - Gwen Zimmer

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Gwen Zimmer
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: No

If related to a position or position change, Does the Human Resources Director know of this request: n/a

Does this request propose the expenditure, receipt or transfer of any funds? No

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/1/2023 Date of County Board Meeting to be Introduced: _____

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Racine County 3rd Quarter 2023 Investment Report - Staff from DANA Investments will be available to discuss materials.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

RACINE COUNTY

RACINE COUNTY FINANCE 3rd QTR REPORT 2023

| AVERAGE MONTHLY | DANA | DANA (ARPA) | LGIP | BMO HARRIS | JOHNSON (FOXCONN) 2018 |
|--------------------------|------------------|------------------|------------------|---------------|------------------------|
| 3rd Q BEGIN BALANCE | \$ 28,782,949.05 | \$ 33,154,650.25 | \$ 48,636,569.52 | \$ 366,887.51 | \$ 1,142,529.20 |
| 3rd Q END BALANCE | \$ 21,299,035.72 | \$ 33,404,553.30 | \$ 11,627,859.63 | \$ 353,643.50 | \$ 1,143,402.69 |
| AVERAGE BALANCE | 26,277,237.79 | 33,289,321.46 | 22,012,486.44 | 361,592.42 | 1,142,965.91 |
| INTEREST EARNED | 326,569.10 | 376,148.48 | 350,612.04 | 13,970.03 | 1,295.92 |
| ACTUAL YIELD | 1.24% | 1.13% | 1.59% | 3.86% | 0.11% |
| ESTIMATED ANNUAL YIELD** | 4.97% | 4.52% | 6.37% | 15.45% | 0.45% |

Respectfully submitted,

Gwen Zimmer
 Racine County Finance Director

* ESTIMATED ANNUAL YIELD:
 based on actual results year-to-date
 before DANA Investment Advisor Fee

2023 RACINE COUNTY INVESTMENT INCOME

| MONTH | DANA ¹ | DANA (ARPA) | LGIP | BMO HARRIS (net change) | JOHNSON (FOXCONN) '18 ³ | TOTALS |
|----------------|-------------------|-------------------|-------------------|----------------------------|---------------------------------------|---------------------|
| JAN | \$ 171,772.16 | \$ 198,811.01 | \$ 7,248.82 | \$ 14,787.33 | \$ 203.00 | \$ 392,822.32 |
| FEB | (37,264.76) | (42,923.51) | 79,535.78 | (9,791.34) | 338.89 | (10,104.94) |
| MAR | 225,334.55 | 259,544.59 | 120,365.06 | 7,767.82 | 387.44 | 613,399.46 |
| APR | 74,660.86 | 85,995.79 | 120,528.00 | 2,231.51 | 436.01 | 283,852.17 |
| MAY | 17,324.10 | 19,954.22 | 125,134.04 | (5,169.91) | 422.09 | 157,664.54 |
| JUN | 37,696.56 | 43,419.62 | 94,688.50 | (1,432.98) | 436.34 | 174,808.04 |
| JUL | 108,768.03 | 125,281.08 | 113,542.90 | 726.02 | 422.43 | 348,740.46 |
| AUG | 134,634.82 | 155,074.94 | 176,501.68 | 2,641.26 | 436.65 | 469,289.35 |
| SEP | 83,166.25 | 95,792.46 | 60,567.46 | 10,602.75 | 436.84 | 250,565.76 |
| OCT | | | | | | - |
| NOV | | | | | | - |
| DEC | | | | | | - |
| 2023 GT | 816,092.57 | 940,950.20 | 898,112.24 | 22,362.46 | 3,519.69 | 2,681,037.16 |
| 1ST QTR | \$ 359,841.95 | \$ 415,432.09 | \$ 207,149.66 | \$ 12,763.81 | \$ 929.33 | \$ 996,116.84 |
| 2nd QTR | 129,681.52 | 149,369.63 | 340,350.54 | (4,371.38) | 1,294.44 | 616,324.75 |
| 3rd QTR | 326,569.10 | 376,148.48 | 350,612.04 | 13,970.03 | 1,295.92 | 1,068,595.57 |
| 4th QTR | - | - | - | - | - | - |

¹ Change in Market Value = Income + Realized Gain/Loss + Unrealized Gain/Loss - Admin Expenses

² Johnson Bank Foxconn accounts represent funds that may only be used for TID 5 eligible expenses

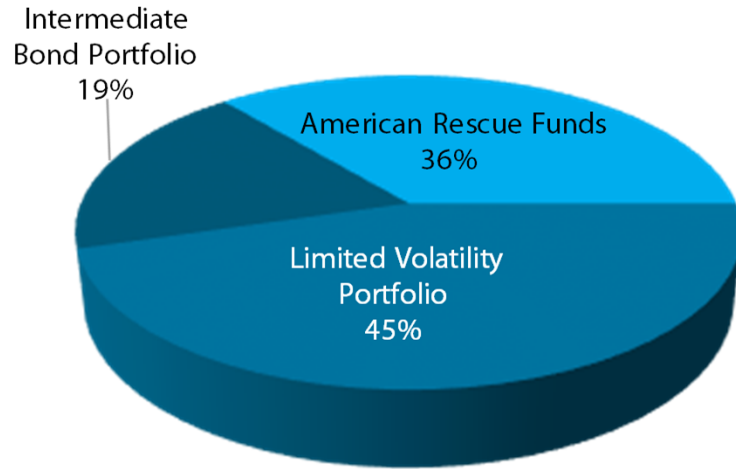


Racine County

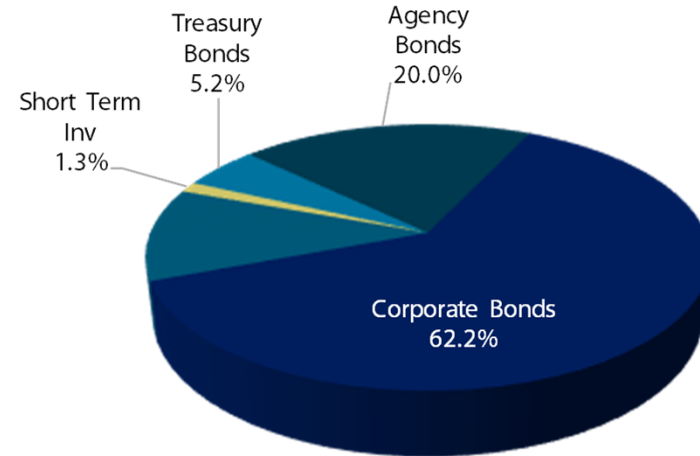
W I S C O N S I N

AS OF SEPTEMBER 30, 2023

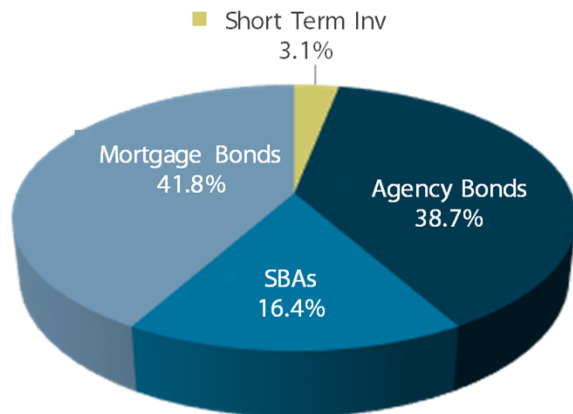
2198m - Racine County
September 30, 2023



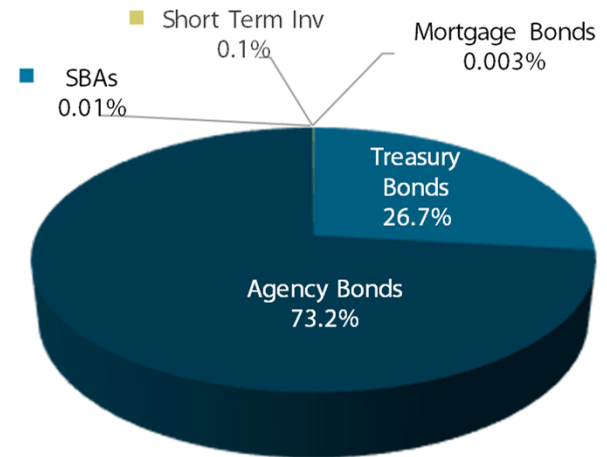
2198mb - Racine County - Intermediate Bond Portfolio
September 30, 2023



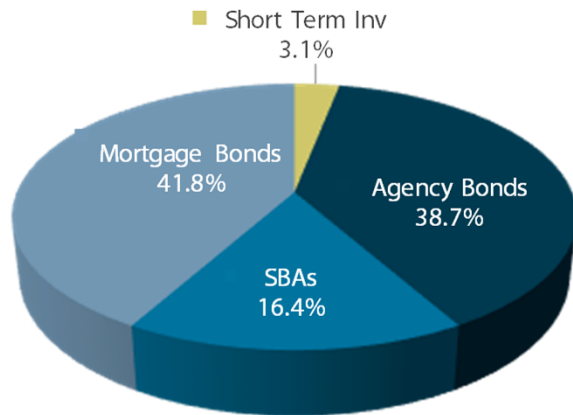
2198ma - Racine County - Limited Volatility Bond Portfolio
September 30, 2023



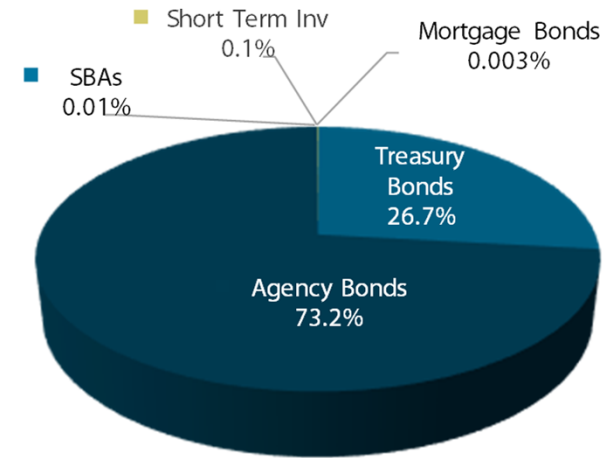
2198mc - Racine County - American Rescue Funds Portfolio
September 30, 2023



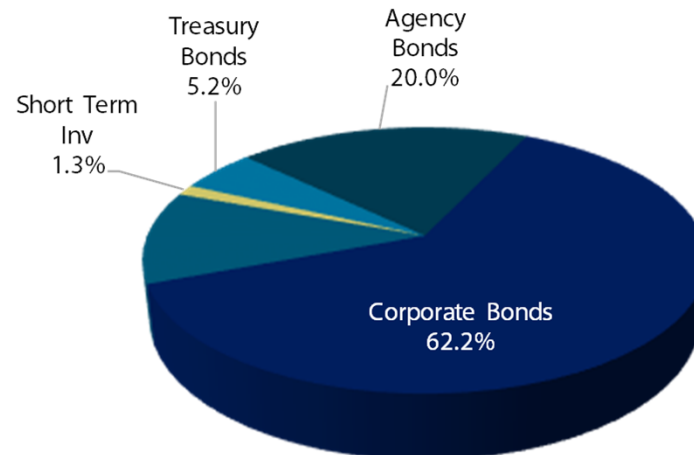
2198ma - Racine County - Limited Volatility Bond Portfolio
September 30, 2023



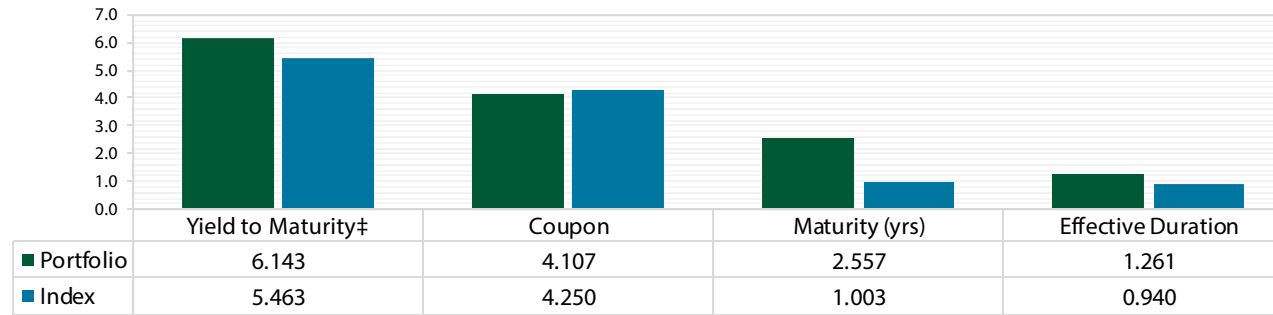
2198mc - Racine County - American Rescue Funds Portfolio
September 30, 2023



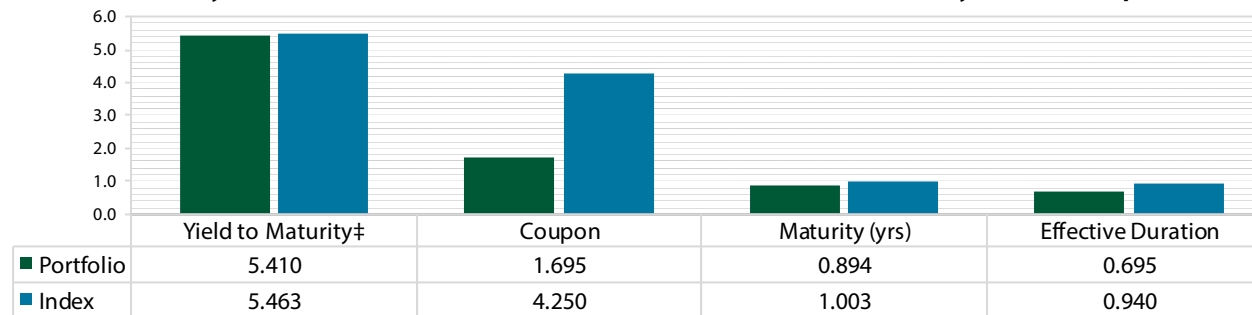
2198mb - Racine County - Intermediate Bond Portfolio
September 30, 2023



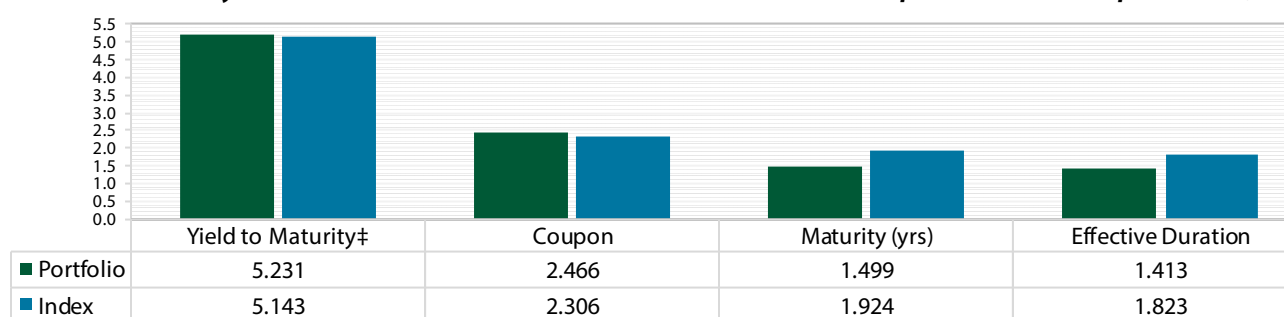
2198ma Racine County Limited Volatility Portfolio versus ICE BofAML 1 Year Treasury Index as of September 30, 2023 †



2198mc Racine County American Rescue Funds Portfolio versus ICE BofAML 1 Year Treasury Index as of September 30, 2023 †



2198mb Racine County Intermediate Portfolio versus ICE BofAML 1-3 Year Govt/Corp AA+ Index as of September 30, 2023 †

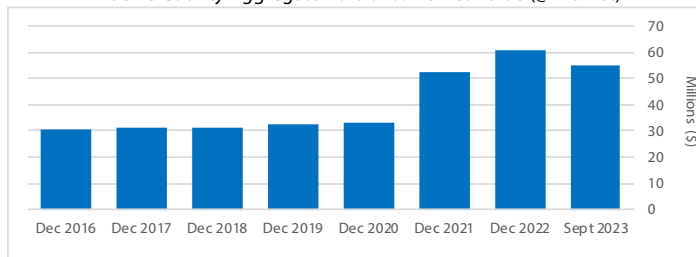


Account Activity 12/31/2022 to 09/30/2023

| | @ Market | @ Cost |
|--------------------------------------|---------------------|---------------------|
| Portfolio Value on 12/31/2022 | \$60,689,729 | \$63,181,022 |
| Contributions/Withdrawals | (7,707,733) | (7,707,733) |
| Investment Income | 1,281,552 | 1,281,552 |
| Unrealized Gain/Loss | 439,079 | 0 |
| Realized Gain/Loss | 41,467 | (226,943) |
| Change in Accrued Income | (18,341) | (18,341) |
| Portfolio Value on 09/30/2023 | \$54,725,753 | \$56,509,558 |
| Total Gain after fees | 1,677,964 | 970,476 |

| Portfolio Allocation @ Market Data as of 09/30/2023 | Market Value | % Assets | Income |
|--------------------------------------------------------|---------------------|--------------|--------------------|
| Short Term Investments | 885,053 | 1.6 | 2,162 |
| Treasury Bonds | 6,532,658 | 11.9 | 182,500 |
| Agency Bonds | 25,823,610 | 47.2 | 434,990 |
| Small Business Administration Bonds | 3,967,623 | 7.3 | 259,557 |
| Mortgage Bonds | 10,090,783 | 18.4 | 475,902 |
| Corporate Bonds | 6,286,697 | 11.5 | 174,172 |
| Municipal Bonds | 1,139,328 | 2.1 | 28,060 |
| Total Portfolio | \$54,725,753 | 100.0 | \$1,557,342 |

Racine County Aggregate Portfolio: Market Value (@ Market)



- Short Term Investments
- Treasury Bonds
- Agency Bonds
- Small Business Administration Bonds
- Mortgage Bonds
- Corporate Bonds
- Municipal Bonds

Data Through September 30, 2023
(net of fees)

| | Bond Characteristics † | | Total Return | | Average Annual | | |
|-----------------------------------------------|------------------------|--------------------|----------------------|--------------|----------------|------------------|---------------|
| | Book Yield | Yield to Maturity‡ | Unannualized Q2 2023 | YTD | Last 12 Months | 5 Year Since Inc | |
| 2198m - Racine County (ex 2198mc ARF) | 3.106 | 5.697 | 1.073 | 2.683 | 3.192 | 1.212 | 0.886 |
| 2198ma - Limited Volatility Portfolio | 4.685 | 6.143 | 1.207 | 2.900 | 3.321 | 1.136 | 0.902 |
| 2198mb - Intermediate Portfolio | 2.246 | 5.231 | 0.743 | 2.131 | 2.757 | 1.307 | 0.910 |
| ICE BofA ML 1 Year Treasury Note | - | 5.463 | 1.207 | 2.897 | 3.675 | 1.454 | 0.882 |
| ICE BofA ML US Gov/Corp 1-3 Year AA or Better | - | 5.143 | 0.738 | 1.748 | 2.507 | 1.086 | 0.818 |
| 2198mc - American Rescue Funds (ARF) | 1.771 | 5.410 | 1.195 | 2.960 | 3.466 | - | -0.657 |

GDP Growth Remains Resilient:

- U.S. GDP growth expectations for Q3 moved significantly higher than expected just last quarter and now expected to grow 2.45%. Q4 growth forecasted to be flat at 0.2%.
- Full Year 2023 GDP has also been revised higher and now projected to grow 2.0%, 2024 is revised slightly higher and forecasted to grow 0.7%.

3rd Quarter 2023 Summary:

- U.S. stocks were down for the quarter but remain positive in the YTD period. The S&P 500 peaked for the year on July 31, then moved lower to finish the quarter down -3.3%.
- Positive economic news helped turn attention towards higher-for-longer by the Federal Reserve especially after the September meeting with lower rate cuts now expected in 2024. The Treasury yield curve remained inverted for the 6th straight quarter although the inversion narrowed after the 10-year Treasury yield rose nearly 90 bps to finish at 4.57%.
- Energy was one of two positive sectors of the S&P500 to finish the quarter up 12.2% in the quarter. Higher oil aided the sector on concerns over tight supply.

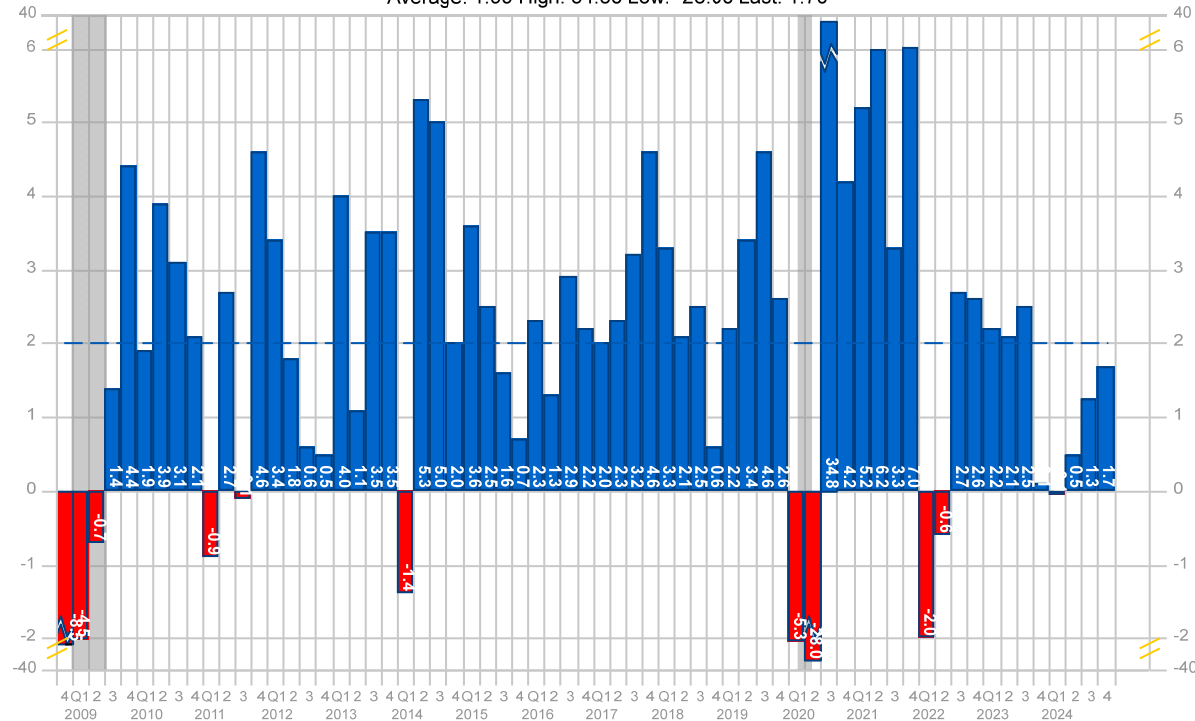
Discussions In The Market:

- Bond markets normalizing and offering the highest yields in over 15 years should bode well for fixed income investors, but are we in for another crisis? With the Federal Reserve likely near the end of this hiking cycle and with some loosening expected in 2024, better returns should be ahead.
- Does the soft landing (a slowdown but no recession) become a reality or do the long and variable interest rates hikes eventually push the economy into a recession?
- Markets will keep a focus on implications from higher oil prices, the resumption of student-loan payments, ongoing labor strikes and political uncertainty around a potential government shutdown.
- Does equity market seasonality help move the markets higher in Q4 to keep the bull market running?

US Real GDP (q/q) Actual and Estimates

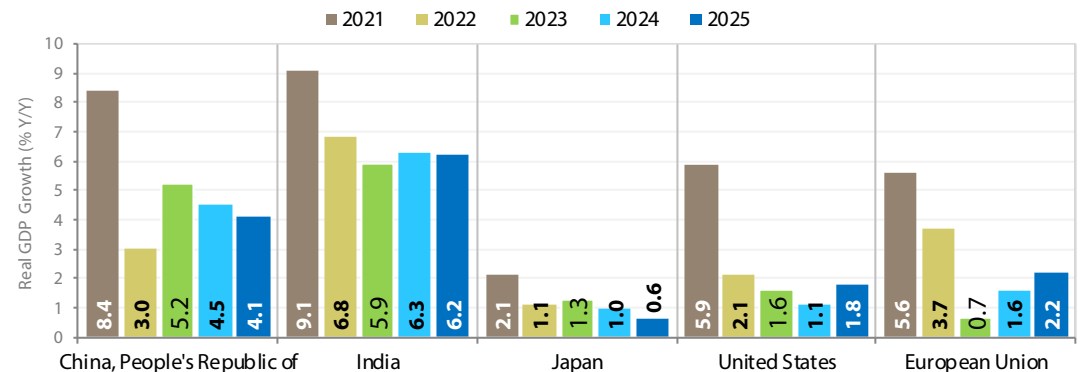
12/31/2008 through 12/31/2024

Average: 1.99 High: 34.80 Low: -28.00 Last: 1.70



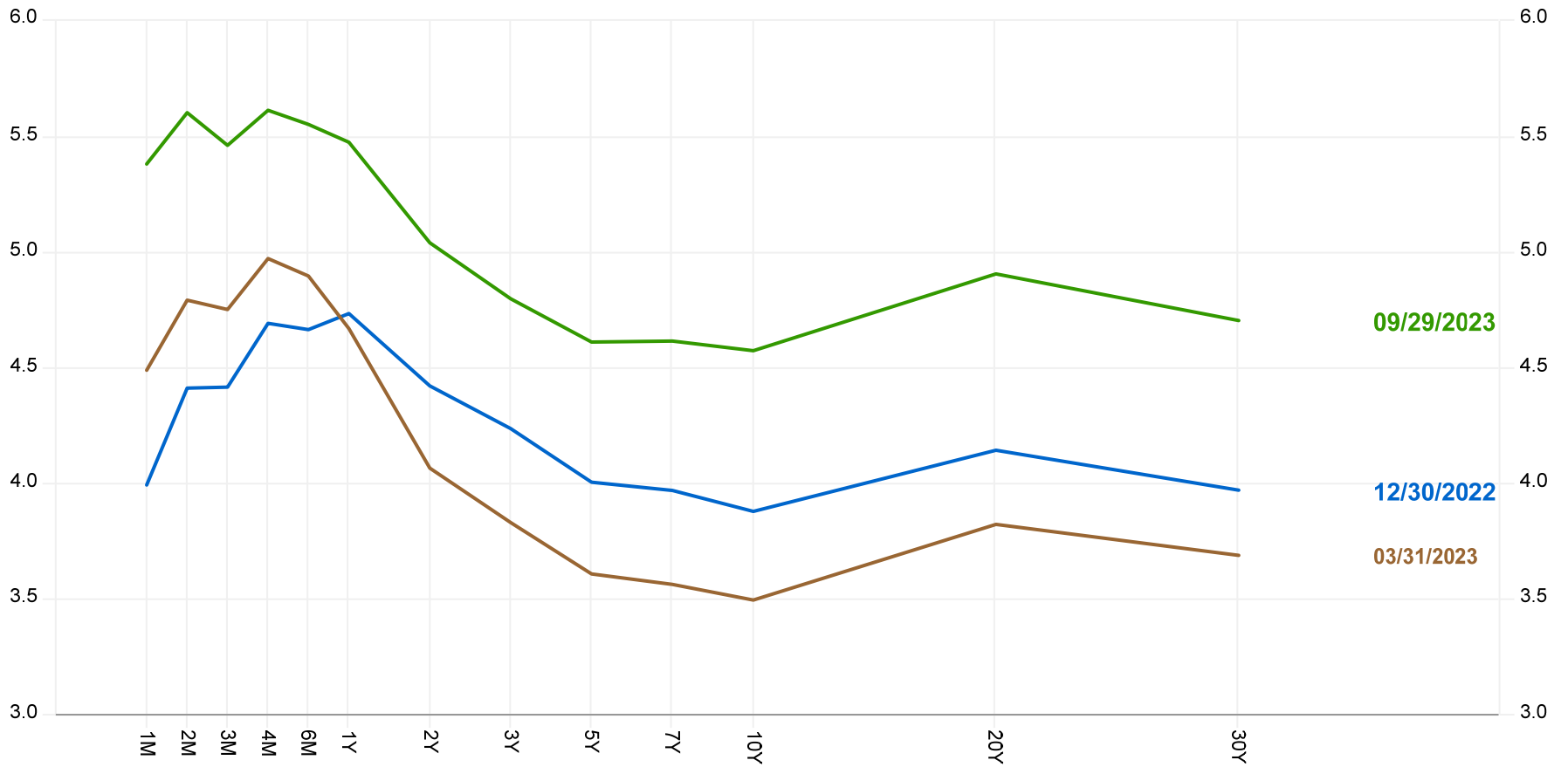
©FactSet Research Systems

Real GDP Forecast, Total, Annual Growth Rate (%), 2021 – 2025



Source: ©IMF, 2023 https://www.imf.org/external/datamapper/NGDP_RPCH@WEO/CHN/IND/JPN/USA/EU?year=2020 (accessed 10/02/2023). All data is subject to adjustments, forward looking periods are estimates.

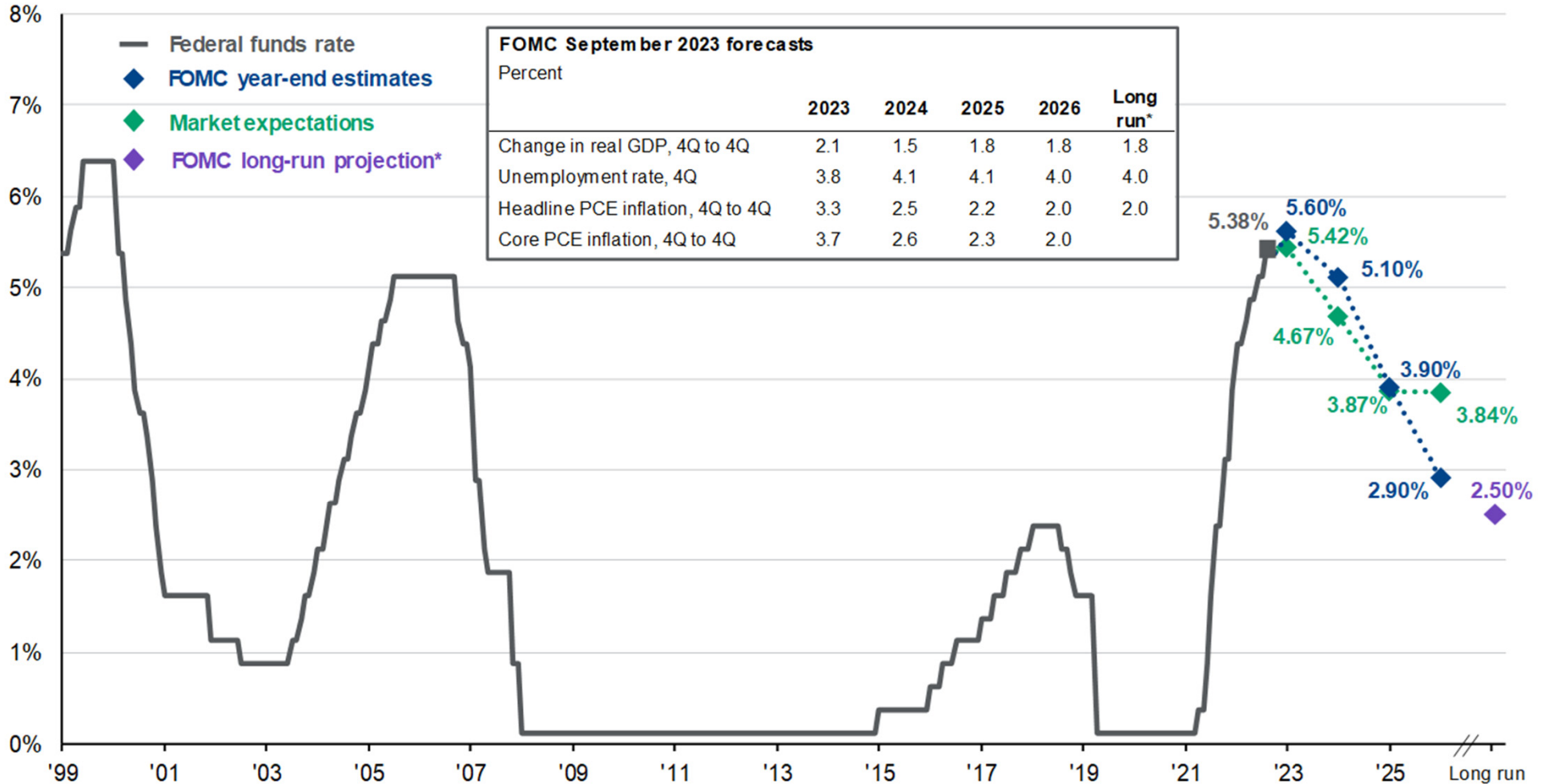
United States Treasury Yield Curve



©FactSet Research Systems

Federal funds rate expectations

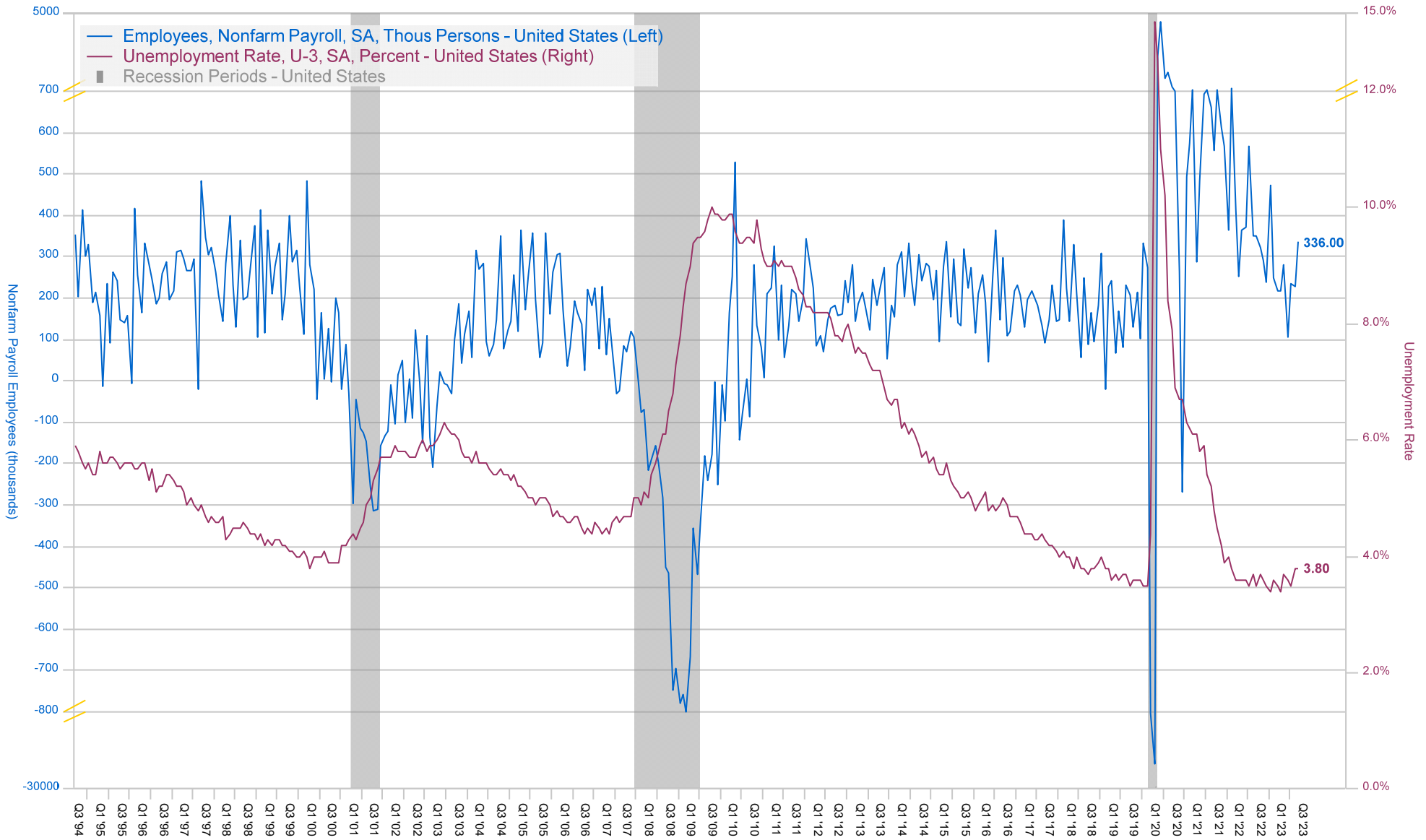
FOMC and market expectations for the federal funds rate



Source: Bloomberg, FactSet, Federal Reserve, J.P. Morgan Asset Management. Market expectations are based off of the respective Federal Funds Futures contracts for December expiry. *Long-run projections are the rates of growth, unemployment and inflation to which a policymaker expects the economy to converge over the next five to six years in absence of further shocks and under appropriate monetary policy. Forecasts are not a reliable indicator of future performance. Forecasts, projections and other forward-looking statements are based upon current beliefs and expectations. They are for illustrative purposes only and serve as an indication of what may occur. Given the inherent uncertainties and risks associated with forecasts, projections or other forward-looking statements, actual events, results or performance may differ materially from those reflected or contemplated.

Guide to the Markets – U.S. Data are as of September 30, 2023 (p. 33).

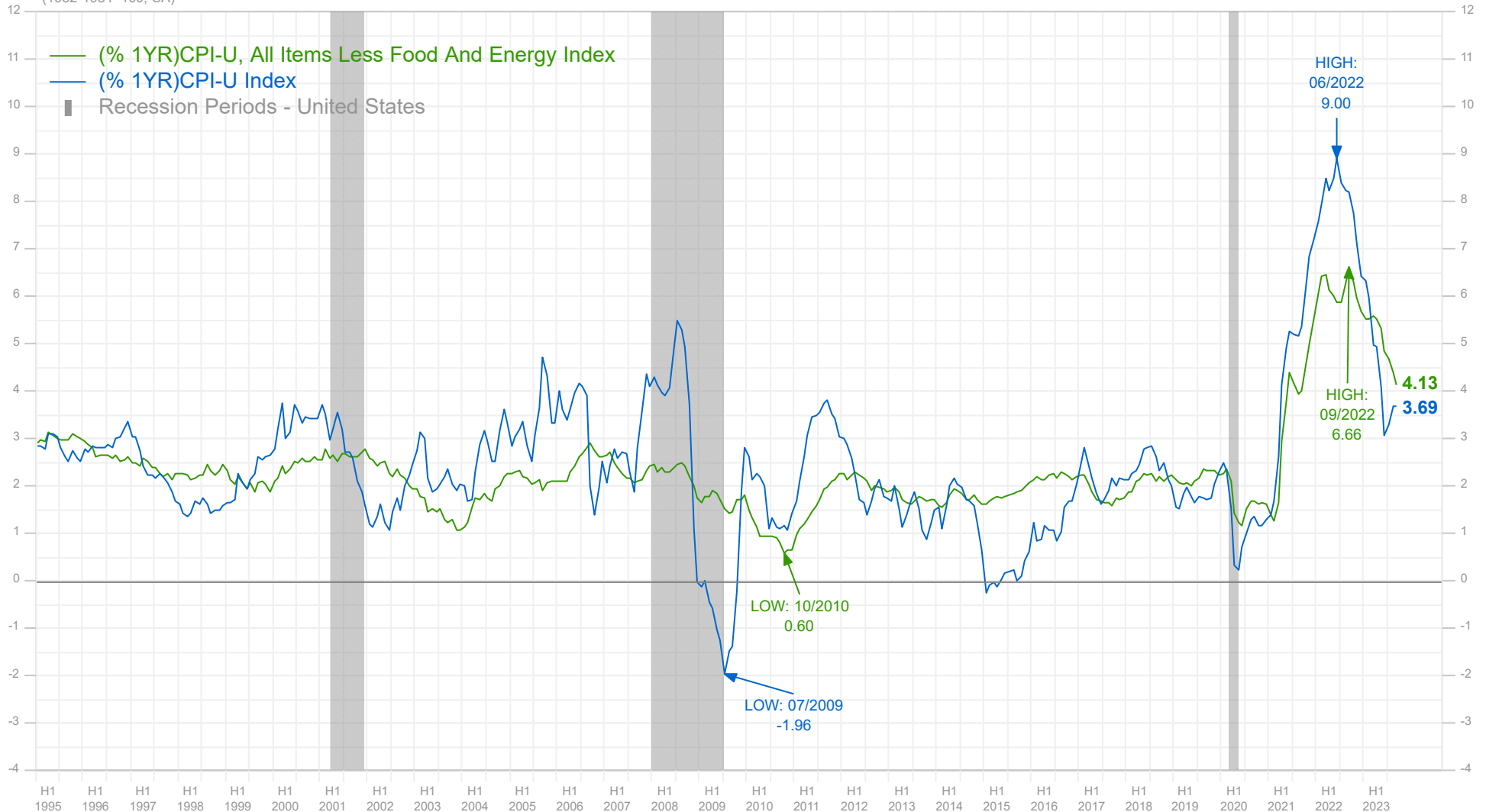
U.S. Change in Nonfarm Employment (thous) and Unemployment Rate (%): 9/30/1994 through 9/29/2023



©FactSet Research Systems

Inflation: Consumer Price Index (CPI-U) Index
1/31/1995 Through 9/29/2023

(1982-1984=100, SA)



©FactSet Research Systems

Consumer Price Index (CPI) is the most widely cited indicator of U.S. inflation or deflation. CPI-U is most often simply called CPI and is the index referenced by headlines in the news. The Consumer Price Index For All Urban Consumers measures the monthly change in consumer prices for a representative basket of goods and services. CPI-U is the headline Consumer Price Index, which covers 93% of the U.S. population. This metric measures inflation and is an indicator of the effectiveness of government fiscal and monetary policies. The index is used in a variety of areas of finance and economics, including those in the financial markets, the Federal Reserve, business executives, and labor leaders. **The prices are adjusted for changes in product quality or features, and CPI indexes for each category of product or service are calculated in a way that allows for substitution effects—the tendency of consumers to seek alternatives as prices rise.** <https://www.investopedia.com/terms/c/cpiu.asp> (FactSet 9/12/2023)

10/19/2023 JLKG

Dana Investment Advisors, Inc.

PORTFOLIO HOLDINGS



Report as of: 09/29/2023

Portfolio: 2198ma - Racine County - Limited Volatility

| Shares/ PAR | Identifier | Description | Price | Market Value | Pct. Assets | Income Accrued | Cur. Yield |
|-------------------------------------|------------|-----------------------------------------------|--------|---------------------|--------------|------------------|-------------|
| Cash | | | | | | | |
| Short Term Investments | | | | | | | |
| | 000009 | Cash - Money Fund | | 396,361.40 | 1.61 | .00 | .45 |
| Total Short Term Investments | | | | 396,361.40 | 1.61 | .00 | .45 |
| Bonds | | | | | | | |
| Agency Bonds | | | | | | | |
| 1,000,000 | 3133EMLT7 | FEDERAL FARM CREDIT BANK 0.21% Due 12/28/2023 | 98.76 | 987,585.00 | 4.00 | 530.83 | .21 |
| 1,000,000 | 3130AQT45 | FEDERAL HOME LOAN BANK 2.1% Due 02/28/2024 | 98.65 | 986,525.00 | 4.00 | 1,808.33 | 2.13 |
| 1,000,000 | 3130AWE89 | FEDERAL HOME LOAN BANK 5.3% Due 03/08/2024 | 99.91 | 999,118.00 | 4.05 | 16,341.67 | 5.30 |
| 1,000,000 | 3130AT3H8 | FEDERAL HOME LOAN BANKS 3.375% Due 03/08/2024 | 99.06 | 990,618.00 | 4.01 | 1,968.75 | 3.41 |
| 1,000,000 | 3135GAHJ3 | FANNIE MAE 5.2% Due 05/30/2024 | 99.72 | 997,201.00 | 4.04 | 20,366.67 | 5.21 |
| 1,000,000 | 3130AQ3A9 | FEDERAL HOME LOAN BANK 1% Due 06/21/2024 | 96.81 | 968,067.00 | 3.92 | 2,722.22 | 1.03 |
| 1,500,000 | 3130ASLB3 | FEDERAL HOME LOAN BANK 3.43% Due 07/19/2024 | 98.36 | 1,475,449.50 | 5.98 | 10,004.17 | 3.49 |
| 1,000,000 | 3130ANTP5 | FEDERAL HOME LOAN BANK 0.5% Due 09/16/2024 | 95.33 | 953,321.00 | 3.86 | 180.56 | .52 |
| 1,000,000 | 3133EMYD8 | FEDERAL FARM CREDIT BANK 0.85% Due 11/03/2025 | 91.33 | 913,329.00 | 3.70 | 3,447.22 | .93 |
| Total Agency Bonds | | | | 9,271,213.50 | 37.56 | 57,370.42 | 2.55 |
| Mortgage Bonds | | | | | | | |
| 12.89 | 3128HD2K4 | FH 847078 4.557% Due 04/01/2029 | 99.36 | 12.80 | .00 | .13 | 4.59 |
| 41,966.24 | 36225CZ82 | G2 80766 2.75% Due 11/20/2033 | 96.93 | 40,677.33 | .16 | 89.76 | 2.84 |
| 31,686.80 | 36225DAS3 | G2 80916 3.875% Due 05/20/2034 | 97.81 | 30,994.03 | .13 | 95.50 | 3.96 |
| 39,818.30 | 36225DDY7 | G2 81018 2.625% Due 08/20/2034 | 97.37 | 38,773.03 | .16 | 81.30 | 2.70 |
| 81,961.07 | 36225DKE3 | G2 81192 2.75% Due 10/20/2034 | 95.58 | 78,342.17 | .32 | 175.31 | 2.88 |
| 77,592.27 | 36225DLD4 | G2 81223 3.625% Due 01/20/2035 | 97.86 | 75,929.08 | .31 | 218.77 | 3.70 |
| 21,602.83 | 31407PJH2 | FN 836464 6.475% Due 10/01/2035 | 100.35 | 21,678.59 | .09 | 112.66 | 6.45 |
| 17,061.20 | 31412V7B8 | FN 936590 5.719% Due 04/01/2037 | 99.46 | 16,969.13 | .07 | 75.89 | 5.75 |
| 71,294.00 | 31385XG92 | FN 555624 5.258% Due 03/01/2038 | 99.76 | 71,125.82 | .29 | 300.60 | 5.27 |
| 22,610.92 | 36225E2F8 | G2 82573 2.625% Due 07/20/2040 | 97.21 | 21,980.21 | .09 | 46.16 | 2.70 |
| 31,652.71 | 31347AQP2 | FH 840462 6.083% Due 01/01/2042 | 100.85 | 31,920.61 | .13 | 298.26 | 6.03 |
| 9,882.64 | 3138EHYX4 | FN AL1625 4.498% Due 04/01/2042 | 98.64 | 9,747.97 | .04 | 34.57 | 4.56 |
| 41,227.66 | 3138EH6J6 | FN AL1772 4.752% Due 04/01/2042 | 99.76 | 41,130.03 | .17 | 152.38 | 4.76 |
| 29,269.03 | 36179MDD9 | G2 MA0100 3.875% Due 05/20/2042 | 98.26 | 28,760.11 | .12 | 88.21 | 3.94 |
| 81,355.78 | 3140J7UU7 | FN BM3294 4.542% Due 06/01/2042 | 101.23 | 82,353.21 | .33 | 287.40 | 4.49 |
| 6,821.06 | 31300MXB4 | FH 849674 4.914% Due 11/01/2042 | 97.90 | 6,678.08 | .03 | 58.04 | 5.02 |
| 76,749.40 | 31347AFT6 | FH 840178 4.361% Due 12/01/2042 | 99.54 | 76,399.80 | .31 | 539.70 | 4.38 |
| 19,478.01 | 31300MPF4 | FH 849422 4.319% Due 02/01/2043 | 98.63 | 19,211.00 | .08 | 137.05 | 4.38 |
| 39,575.46 | 3138EQDW9 | FN AL7316 4.458% Due 02/01/2043 | 100.03 | 39,586.78 | .16 | 137.22 | 4.46 |
| 24,150.20 | 3138EK2Y0 | FN AL3490 4.343% Due 05/01/2043 | 98.76 | 23,849.80 | .10 | 81.58 | 4.40 |
| 40,374.34 | 31347AFZ2 | FH 840184 4.703% Due 06/01/2043 | 99.19 | 40,047.91 | .16 | 291.23 | 4.74 |
| 28,180.79 | 31347AJ88 | FH 840287 4.86% Due 06/01/2043 | 99.09 | 27,924.28 | .11 | 212.45 | 4.90 |
| 41,159.99 | 31347AJT2 | FH 840274 5.061% Due 07/01/2043 | 99.73 | 41,047.34 | .17 | 332.64 | 5.07 |
| 36,035.59 | 3138XMRB8 | FN AV9481 4.027% Due 07/01/2043 | 98.60 | 35,531.17 | .14 | 112.87 | 4.08 |
| 17,858.83 | 36179NJU3 | G2 MA1175 2.625% Due 07/20/2043 | 96.68 | 17,265.02 | .07 | 36.46 | 2.72 |
| 91,812.42 | 3140FCAP3 | FN BD4513 4.058% Due 03/01/2044 | 99.69 | 91,528.17 | .37 | 289.78 | 4.07 |
| 77,509.83 | 3140J8D83 | FN BM3726 4.452% Due 05/01/2044 | 100.99 | 78,273.54 | .32 | 268.39 | 4.41 |
| 17,349.86 | 3138ET2R6 | FN AL8883 4.863% Due 07/01/2044 | 99.22 | 17,215.21 | .07 | 65.62 | 4.90 |
| 19,615.56 | 3138ERE71 | FN AL9157 4.705% Due 07/01/2044 | 99.36 | 19,489.51 | .08 | 71.78 | 4.74 |
| 87,264.80 | 31347AR71 | FH 840510 4.723% Due 12/01/2044 | 100.18 | 87,421.27 | .35 | 662.64 | 4.71 |
| 32,544.31 | 31347ATG9 | FH 840551 4.65% Due 03/01/2045 | 99.64 | 32,427.41 | .13 | 226.28 | 4.67 |
| 58,820.49 | 31347A2T0 | FH 840786 4.902% Due 03/01/2045 | 99.59 | 58,582.21 | .24 | 465.16 | 4.92 |
| 175,234.51 | 31288QFT2 | FH 841078 3.794% Due 04/01/2045 | 98.48 | 172,562.19 | .70 | 1,026.35 | 3.85 |
| 16,404.45 | 3138EQEH1 | FN AL7335 5.439% Due 04/01/2045 | 99.73 | 16,360.29 | .07 | 69.40 | 5.45 |
| 30,457.92 | 3140J7PW9 | FN BM3136 4.115% Due 04/01/2045 | 99.86 | 30,414.52 | .12 | 97.48 | 4.12 |
| 92,353.20 | 31347A4F8 | FH 840822 4.956% Due 07/01/2045 | 99.91 | 92,266.30 | .37 | 736.80 | 4.96 |

Portfolio: 2198ma - Racine County - Limited Volatility

| Shares/ PAR | Identifier | Description | Price | Market Value | Pct. Assets | Income Accrued | Cur. Yield |
|--------------------------------------------|------------|----------------------------------|--------|----------------------|--------------|------------------|-------------|
| 160,082.19 | 3140J8HL0 | FN BM3834 4.759% Due 08/01/2045 | 100.23 | 160,442.37 | .65 | 592.54 | 4.75 |
| 170,655.75 | 31288QG38 | FH 841118 5.766% Due 05/01/2046 | 100.51 | 171,524.22 | .69 | 1,579.69 | 5.74 |
| 447,610.03 | 31288QK58 | FH 841216 4.702% Due 05/01/2046 | 100.17 | 448,376.79 | 1.82 | 3,370.56 | 4.69 |
| 421,266.69 | 3140JBQN9 | FN BM6760 5.239% Due 08/01/2046 | 100.83 | 424,776.26 | 1.72 | 1,716.57 | 5.20 |
| 156,492.62 | 31347A5Z3 | FH 840864 5.082% Due 11/01/2046 | 99.70 | 156,022.52 | .63 | 1,296.38 | 5.10 |
| 124,422.30 | 31288QA83 | FH 840931 4.999% Due 11/01/2046 | 99.64 | 123,970.52 | .50 | 1,011.66 | 5.02 |
| 93,221.82 | 31288QBM1 | FH 840944 5.264% Due 11/01/2046 | 99.35 | 92,616.06 | .38 | 741.14 | 5.30 |
| 105,739.52 | 31288QCN8 | FH 840977 5.236% Due 02/01/2047 | 98.89 | 104,570.78 | .42 | 905.08 | 5.29 |
| 300,099.73 | 31288QE22 | FH 841053 4.807% Due 02/01/2047 | 98.94 | 296,910.57 | 1.20 | 2,231.29 | 4.86 |
| 340,496.80 | 31288QMS6 | FH 841269 6.714% Due 02/01/2047 | 100.61 | 342,561.57 | 1.39 | 3,786.12 | 6.67 |
| 419,926.69 | 31288QQT0 | FH 841366 6.699% Due 02/01/2047 | 100.59 | 422,409.72 | 1.71 | 4,660.37 | 6.66 |
| 254,529.02 | 3140JAMT2 | FN BM5769 4.055% Due 04/01/2047 | 100.18 | 254,976.48 | 1.03 | 802.76 | 4.05 |
| 221,093.70 | 3140JA3Y2 | FN BM6214 4.35% Due 04/01/2047 | 100.00 | 221,084.64 | .90 | 748.03 | 4.35 |
| 189,339.88 | 3140JBD94 | FN BM6427 5.957% Due 07/01/2047 | 101.33 | 191,852.04 | .78 | 877.25 | 5.88 |
| 384,482.46 | 31347A2D5 | FH 840772 3.561% Due 08/01/2047 | 98.37 | 378,206.55 | 1.53 | 2,275.38 | 3.62 |
| 265,038.86 | 31288QFZ8 | FH 841084 3.951% Due 08/01/2047 | 100.01 | 265,077.29 | 1.07 | 1,656.81 | 3.95 |
| 210,474.88 | 31288QF21 | FH 841085 5.207% Due 09/01/2047 | 100.34 | 211,189.23 | .86 | 1,756.31 | 5.19 |
| 274,701.27 | 31288QHK9 | FH 841134 5.137% Due 12/01/2047 | 99.67 | 273,806.84 | 1.11 | 2,266.28 | 5.15 |
| 175,398.74 | 3140JBB39 | FN BM6357 5.527% Due 12/01/2047 | 100.47 | 176,219.26 | .71 | 754.00 | 5.50 |
| 202,579.09 | 3140JBCW4 | FN BM6384 4.252% Due 12/01/2047 | 99.60 | 201,761.89 | .82 | 669.95 | 4.27 |
| 438,154.40 | 31288QLH1 | FH 841228 5.237% Due 01/01/2048 | 99.76 | 437,117.73 | 1.77 | 3,690.00 | 5.25 |
| 83,691 | 3140JAWS3 | FN BM6056 4.911% Due 09/01/2048 | 99.93 | 83,633.00 | .34 | 319.67 | 4.91 |
| 493,120.83 | 3140JBWW2 | FN BM6960 5.739% Due 09/01/2048 | 100.20 | 494,082.42 | 2.00 | 2,201.13 | 5.73 |
| 318,179.30 | 3140JBLS3 | FN BM6636 4.74% Due 10/01/2048 | 99.83 | 317,636.49 | 1.29 | 1,173.02 | 4.75 |
| 120,790.79 | 3140JA3M8 | FN BM6203 4.269% Due 01/01/2049 | 100.02 | 120,820.02 | .49 | 401.07 | 4.27 |
| 56,634.40 | 3622AAGQ1 | G2 784807 3.581% Due 08/20/2049 | 97.84 | 55,408.61 | .22 | 157.74 | 3.66 |
| 316,363.46 | 3140JBFP6 | FN BM6473 3.122% Due 09/01/2049 | 96.84 | 306,353.09 | 1.24 | 768.20 | 3.22 |
| 180,293.54 | 31288QKX7 | FH 841210 4.834% Due 11/01/2049 | 98.90 | 178,317.88 | .72 | 677.86 | 4.89 |
| 790,355.77 | 31288QLR9 | FH 841236 3.827% Due 05/01/2050 | 98.26 | 776,636.77 | 3.15 | 4,879.74 | 3.89 |
| 737,906.85 | 3140JBWU6 | FN BM6958 4.101% Due 10/01/2050 | 98.79 | 728,981.13 | 2.95 | 2,353.68 | 4.15 |
| | | Total Mortgage Bonds | | 10,031,818.66 | 40.64 | 58,298.10 | 4.74 |
| Small Business Administration Bonds | | | | | | | |
| 1,628.91 | 83164KNU3 | SBA 508503 7.825% Due 12/25/2024 | 98.99 | 1,612.44 | .01 | 21.26 | 7.90 |
| 39,259.23 | 83164MFL8 | SBA 510071 7.625% Due 12/25/2027 | 100.76 | 39,559.52 | .16 | 486.52 | 7.57 |
| 115,837.30 | 83164JER3 | SBA 507344 6.73% Due 05/25/2030 | 101.46 | 117,530.26 | .48 | 1,262.52 | 6.63 |
| 90,697.40 | 83164JNC6 | SBA 507587 6.75% Due 03/25/2031 | 101.76 | 92,297.31 | .37 | 990.74 | 6.63 |
| 377,886.19 | 83164NBP1 | SBA 510846 7.625% Due 08/25/2031 | 105.42 | 398,351.37 | 1.61 | 2,241.08 | 7.23 |

Portfolio: 2198ma - Racine County - Limited Volatility

| Shares/ PAR | Identifier | Description | Price | Market Value | Pct. Assets | Income Accrued | Cur. Yield |
|--------------------------------------------------------|------------|---------------------------------------|--------|----------------------|--------------|-------------------|-------------|
| 38,383.89 | 83164LEJ6 | SBA 509137 6.881% Due 05/25/2033 | 100.22 | 38,467.07 | .16 | 426.88 | 6.87 |
| 297,350.54 | 83164MMX4 | SBA 510274 7% Due 03/25/2037 | 101.06 | 300,510.78 | 1.22 | 3,359.94 | 6.93 |
| 48,823.05 | 83164LG70 | SBA 509222 7.325% Due 08/25/2037 | 100.25 | 48,943.06 | .20 | 577.22 | 7.31 |
| 49,424.88 | 83164LMP3 | SBA 509366 6.75% Due 05/25/2038 | 103.27 | 51,043.10 | .21 | 538.43 | 6.54 |
| 54,095.20 | 83164LSA0 | SBA 509513 6.75% Due 06/25/2039 | 102.36 | 55,373.46 | .22 | 589.20 | 6.59 |
| 13,708.23 | 83164LX63 | SBA 509701 6.5% Due 07/25/2040 | 100.97 | 13,841.32 | .06 | 143.76 | 6.44 |
| 244,750.79 | 83164MGV5 | SBA 510112 5.75% Due 12/25/2042 | 100.66 | 246,371.78 | 1.00 | 2,483.66 | 5.71 |
| 97,694.13 | 83164MF79 | SBA 510090 6.25% Due 01/25/2043 | 100.33 | 98,020.23 | .40 | 984.86 | 6.23 |
| 336,051.88 | 83164MNC9 | SBA 510287 7% Due 10/25/2043 | 103.37 | 347,363.38 | 1.41 | 3,794.82 | 6.77 |
| 297,839.34 | 83164MS42 | SBA 510439 6.75% Due 07/25/2044 | 102.09 | 304,052.26 | 1.23 | 3,789.19 | 6.61 |
| 874,592.94 | 83164M4X4 | SBA 510738 6.825% Due 10/25/2045 | 105.00 | 918,304.22 | 3.72 | 9,624.99 | 6.50 |
| 810,192.39 | 83164M6Y0 | SBA 510787 6.825% Due 04/25/2046 | 105.33 | 853,348.91 | 3.46 | 8,915.93 | 6.48 |
| Total Small Business Administration Bonds | | | | 3,924,990.47 | 15.90 | 40,231.00 | 6.61 |
| Treasury Bonds | | | | | | | |
| 715,000 | 9128285D8 | US TREASURY N/B 2.875% Due 09/30/2023 | 100.00 | 715,000.00 | 2.90 | 10,221.96 | 2.88 |
| Total Treasury Bonds | | | | 715,000.00 | 2.90 | 10,221.96 | 2.88 |
| Total Bonds | | | | 23,943,022.63 | 97.00 | 166,121.48 | 4.15 |
| Total Portfolio | | | | 24,339,384.03 | | | |
| Paydown Receivable | | | | 344,509.92 | | | |
| Interest Accrued | | | | 166,121.48 | | | |
| Dividends Accrued | | | | 0.00 | | | |
| Total Portfolio with Accruals & Receivables | | | | 24,850,015.43 | | | |

Dana Investment Advisors, Inc.
PORTFOLIO HOLDINGS



Report as of: 09/29/2023

Portfolio: 2198mb - Racine County - Intermediate

| Shares/ PAR | Identifier | Description | Price | Market Value | Pct. Assets | Income Accrued | Cur. Yield |
|--------------------------------------------------------|------------|--------------------------------------------------------|--------|----------------------|--------------|------------------|-------------|
| Cash | | | | | | | |
| Short Term Investments | | | | | | | |
| | 000009 | Cash - Money Fund | | 130,710.30 | 1.30 | .00 | .45 |
| Total Short Term Investments | | | | 130,710.30 | 1.30 | .00 | .45 |
| Bonds | | | | | | | |
| Agency Bonds | | | | | | | |
| 690,000 | 3133EMCQ3 | FEDERAL FARM CREDIT BANK 0.28% Due 10/13/2023 | 99.84 | 688,925.67 | 6.85 | 890.87 | .28 |
| 690,000 | 880591ER9 | TENN VALLEY AUTHORITY 2.875% Due 09/15/2024 | 97.71 | 674,205.21 | 6.71 | 771.46 | 2.94 |
| 203,000 | 3134GXTF1 | FREDDIE MAC 4% Due 05/27/2027 | 95.34 | 193,540.81 | 1.93 | 2,751.78 | 4.20 |
| 555,000 | 88059EU28 | TENN VAL AUTH CPN STRIP 0% Due 06/15/2027 | 82.74 | 459,183.69 | 4.57 | .00 | .00 |
| Total Agency Bonds | | | | 2,015,855.38 | 20.05 | 4,414.11 | 1.48 |
| Corporate Bonds | | | | | | | |
| 425,000 | 822582BZ4 | SHELL INTERNATIONAL FIN 3.5% Due 11/13/2023 | 99.84 | 424,311.50 | 4.22 | 5,619.44 | 3.51 |
| 300,000 | 302154BK4 | EXPORT-IMPORT BANK KOREA 4% Due 01/14/2024 | 99.43 | 298,299.00 | 2.97 | 2,500.00 | 4.02 |
| 425,000 | 037833CG3 | APPLE INC 3% Due 02/09/2024 | 99.04 | 420,907.25 | 4.19 | 1,770.83 | 3.03 |
| 425,000 | 166764BT6 | CHEVRON CORP 2.895% Due 03/03/2024 | 98.83 | 420,014.75 | 4.18 | 888.60 | 2.93 |
| 425,000 | 19416QEG1 | COLGATE-PALMOLIVE CO 3.25% Due 03/15/2024 | 98.86 | 420,172.00 | 4.18 | 537.15 | 3.29 |
| 300,000 | 09247XAL5 | BLACKROCK INC 3.5% Due 03/18/2024 | 98.95 | 296,853.00 | 2.95 | 320.83 | 3.54 |
| 425,000 | 30231GBC5 | EXXON MOBIL CORPORATION 2.019% Due 08/16/2024 | 97.10 | 412,679.25 | 4.11 | 1,024.92 | 2.08 |
| 425,000 | 023135AN6 | AMAZON.COM INC 3.8% Due 12/05/2024 | 98.02 | 416,585.00 | 4.14 | 5,114.17 | 3.88 |
| 425,000 | 88579YBH3 | 3M COMPANY 2% Due 02/14/2025 | 94.73 | 402,594.00 | 4.01 | 1,062.50 | 2.11 |
| 425,000 | 29446MAD4 | EQUINOR ASA 2.875% Due 04/06/2025 | 96.21 | 408,909.50 | 4.07 | 5,871.79 | 2.99 |
| 425,000 | 02079KAH0 | ALPHABET INC - Sustainable Bond 0.45% Due 08/15/2025 | 91.52 | 388,968.50 | 3.87 | 233.75 | .49 |
| 425,000 | 478160BY9 | JOHNSON & JOHNSON 2.45% Due 03/01/2026 | 93.82 | 398,730.75 | 3.97 | 809.86 | 2.61 |
| 375,000 | 822582BT8 | SHELL INTERNATIONAL FIN 2.875% Due 05/10/2026 | 94.29 | 353,580.00 | 3.52 | 4,162.76 | 3.05 |
| 425,000 | 961214DC4 | WESTPAC BANKING CORP 2.7% Due 08/19/2026 | 92.62 | 393,643.50 | 3.92 | 1,275.00 | 2.92 |
| 450,000 | 931142ER0 | WALMART INC 1.05% Due 09/17/2026 | 89.08 | 400,873.50 | 3.99 | 157.50 | 1.18 |
| 425,000 | 595620AQ8 | MIDAMERICAN ENERGY CO - Green Bond 3.1% Due 05/01/2027 | 92.43 | 392,810.50 | 3.91 | 5,416.39 | 3.35 |
| Total Corporate Bonds | | | | 6,249,932.00 | 62.18 | 36,765.49 | 2.79 |
| Municipal Bonds | | | | | | | |
| 690,000 | 64966WGY7 | NYC HSG DEV CORP-TXBL 3.155% Due 01/01/2025 | 96.83 | 668,099.40 | 6.65 | 5,321.43 | 3.26 |
| 500,000 | 341271AD6 | FLORIDA ST BRD OF ADM 1.258% Due 07/01/2025 | 92.87 | 464,370.00 | 4.62 | 1,537.56 | 1.35 |
| Total Municipal Bonds | | | | 1,132,469.40 | 11.27 | 6,858.99 | 2.48 |
| Treasury Bonds | | | | | | | |
| 35,000 | 9128285D8 | US TREASURY N/B 2.875% Due 09/30/2023 | 100.00 | 35,000.00 | .35 | 500.38 | 2.88 |
| 500,000 | 91282CGE5 | UNITED STATES TREASURY 3.875% Due 01/15/2026 | 97.63 | 488,125.00 | 4.86 | 4,001.36 | 3.97 |
| Total Treasury Bonds | | | | 523,125.00 | 5.20 | 4,501.74 | 3.90 |
| Total Bonds | | | | 9,921,381.78 | 98.70 | 52,540.33 | 2.55 |
| Total Portfolio | | | | 10,052,092.08 | | | |
| Paydown Receivable | | | | 0.00 | | | |
| Interest Accrued | | | | 52,540.33 | | | |
| Dividends Accrued | | | | 0.00 | | | |
| Total Portfolio with Accruals & Receivables | | | | 10,104,632.41 | | | |

Dana Investment Advisors, Inc.
PORTFOLIO HOLDINGS



Report as of: 09/29/2023

Portfolio: 2198mc - Racine County - American Rescue Funds - Limited Volatility

| Shares/ PAR | Identifier | Description | Price | Market Value | Pct. Assets | Income Accrued | Cur. Yield |
|--------------------------------------------------------|------------|-----------------------------------------------|--------|----------------------|--------------|------------------|-------------|
| Cash | | | | | | | |
| Short Term Investments | | | | | | | |
| | 000009 | Cash - Money Fund | | 13,471.58 | .07 | .00 | .45 |
| Total Short Term Investments | | | | 13,471.58 | .07 | .00 | .45 |
| Bonds | | | | | | | |
| Agency Bonds | | | | | | | |
| 1,000,000 | 3130ASS83 | FEDERAL HOME LOAN BANK 3.4% Due 10/27/2023 | 99.85 | 998,526.00 | 5.07 | 5,761.11 | 3.41 |
| 1,000,000 | 3130AMQD7 | FEDERAL HOME LOAN BANK 0.25% Due 12/08/2023 | 99.05 | 990,494.00 | 5.03 | 770.83 | .25 |
| 1,000,000 | 3133ENGW4 | FEDERAL FARM CREDIT BANK 0.66% Due 12/13/2023 | 99.06 | 990,576.00 | 5.03 | 1,943.33 | .67 |
| 1,000,000 | 3130AMQR6 | FEDERAL HOME LOAN BANK 0.35% Due 06/07/2024 | 96.54 | 965,372.00 | 4.91 | 1,088.89 | .36 |
| 1,000,000 | 3130AMKZ4 | FEDERAL HOME LOAN BANK 0.4% Due 06/10/2024 | 96.53 | 965,300.00 | 4.90 | 1,211.11 | .41 |
| 1,000,000 | 3130AMSF0 | FEDERAL HOME LOAN BANK 0.4% Due 06/28/2024 | 96.30 | 962,972.00 | 4.89 | 1,011.11 | .42 |
| 1,000,000 | 3130AMWJ7 | FEDERAL HOME LOAN BANK 0.45% Due 06/28/2024 | 96.25 | 962,462.00 | 4.89 | 1,137.50 | .47 |
| 1,000,000 | 3130ASNT2 | FEDERAL HOME LOAN BANK 3.625% Due 07/25/2024 | 98.45 | 984,523.00 | 5.00 | 6,444.44 | 3.68 |
| 1,000,000 | 3130ASN47 | FEDERAL HOME LOAN BANK 3.32% Due 07/26/2024 | 98.24 | 982,381.00 | 4.99 | 5,810.00 | 3.38 |
| 1,000,000 | 3130AMRK0 | FEDERAL HOME LOAN BANK 0.5% Due 09/23/2024 | 95.25 | 952,460.00 | 4.84 | 1,333.33 | .52 |
| 1,000,000 | 3130AMRL8 | FEDERAL HOME LOAN BANK 0.55% Due 12/23/2024 | 94.21 | 942,114.00 | 4.79 | 1,466.67 | .58 |
| 1,000,000 | 3130AMW40 | FEDERAL HOME LOAN BANK 0.5% Due 12/30/2024 | 94.07 | 940,723.00 | 4.78 | 1,236.11 | .53 |
| 1,000,000 | 3130AMYT3 | FEDERAL HOME LOAN BANK 0.8% Due 12/30/2024 | 94.38 | 943,750.00 | 4.80 | 1,977.78 | .85 |
| 1,000,000 | 3130AMQU9 | FEDERAL HOME LOAN BANK 0.875% Due 06/16/2025 | 93.14 | 931,427.00 | 4.73 | 2,503.47 | .94 |
| 1,000,000 | 3130AMVX7 | FEDERAL HOME LOAN BANK 0.75% Due 06/23/2025 | 92.60 | 925,981.00 | 4.70 | 2,000.00 | .81 |
| Total Agency Bonds | | | | 14,439,061.00 | 73.36 | 35,695.68 | 1.17 |
| Mortgage Bonds | | | | | | | |
| | 31288QKX7 | FH 841210 4.834% Due 11/01/2049 | 98.90 | .00 | .00 | 666.49 | .00 |
| Total Mortgage Bonds | | | | .00 | .00 | 666.49 | NaN |
| Small Business Administration Bonds | | | | | | | |
| | 83164NBP1 | SBA 510846 7.625% Due 08/25/2031 | 105.42 | .00 | .00 | 2,401.15 | .00 |
| Total Small Business Administration Bonds | | | | .00 | .00 | 2,401.15 | NaN |
| Treasury Bonds | | | | | | | |
| 750,000 | 9128285D8 | US TREASURY N/B 2.875% Due 09/30/2023 | 100.00 | 750,000.00 | 3.81 | 10,722.34 | 2.88 |
| 1,500,000 | 9128285K2 | US TREASURY N/B 2.875% Due 10/31/2023 | 99.80 | 1,496,953.13 | 7.61 | 17,812.50 | 2.88 |
| 1,500,000 | 9128285P1 | US TREASURY N/B 2.875% Due 11/30/2023 | 99.56 | 1,493,437.50 | 7.59 | 14,257.17 | 2.89 |
| 1,500,000 | 912828V23 | US TREASURY N/B 2.25% Due 12/31/2023 | 99.22 | 1,488,281.25 | 7.56 | 8,345.79 | 2.27 |
| Total Treasury Bonds | | | | 5,228,671.88 | 26.57 | 51,137.80 | 2.71 |
| Total Bonds | | | | 19,667,732.88 | 99.93 | 89,901.12 | 1.58 |
| Total Portfolio | | | | 19,681,204.46 | | | |
| Paydown Receivable | | | | 0.00 | | | |
| Interest Accrued | | | | 89,901.12 | | | |
| Dividends Accrued | | | | 0.00 | | | |
| Total Portfolio with Accruals & Receivables | | | | 19,771,105.58 | | | |

Dana Investment Advisors, Inc. is an independent federally registered investment adviser providing equity and fixed income investment management services to a broad range of clients. All data is presented in U.S. Dollars. Portfolio Characteristics, Performance Report, Portfolio Holdings, and Sector Distributions reflect applicable investment holdings as of market close on the date indicated. Returns presented are exclusive of investment management and custodial fees, and net of transaction costs. Investment management fees would reduce the returns presented, for example: on a one-million dollar portfolio with an advisory fee of 0.75% earning a 10% return, the total compounded advisory fee over a five year period would be \$50,368. The resulting average annual return for the period would therefore be 9.17%. All returns were calculated on a time weighted total return basis. Performance does include the accrual of income and the reinvestment of dividends and interest received. **Each account is unique and the signed contract should be reviewed to find the account's specific management fee rate charged for each account.**

During various market cycles, the strategies discussed herein have demonstrated portfolio characteristics and returns that have been both more and less volatile than that of the comparable index. Indices shown were selected because they demonstrated a broad range of characteristics, some of these characteristics being deemed useful for limited comparison purposes only. Historical performance results for investment indices and/or categories have been provided for general comparison purposes only, and generally do not reflect the deduction of transaction and/or custodial charges, the deduction of an investment management fee, nor the impact of taxes, the incurrence of which would have the effect of decreasing historical performance results. It should not be assumed that your account holdings do or will correspond directly to any comparative indices.

While data contained herein was gathered from sources deemed reliable, the accuracy of the data presented cannot be guaranteed. Please remember that past performance may not be indicative of future results. Different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment or investment strategy made reference to directly or indirectly in this report, will be profitable, equal any corresponding indicated historical performance level(s), or will continue to be suitable for your portfolio. Due to various factors, including changing market conditions, the content of this report may no longer be reflective of current opinions, positions, investments or account allocations. Moreover, you should not assume that any discussion or information contained in this report serves as the receipt of, or as a substitute for, personalized investment advice from Dana Investment Advisors, Inc.

Dana Investment Advisors is not a custodian. Clients should be receiving detailed statements from their custodian at least quarterly. While Dana Investment Advisors regularly reconciles to custodian information, we encourage clients to review their custodian statement(s). The market prices shown on these pages represent the last reported sale on the stated report date as to listed securities or the bid price in the case of over-the-counter quotations. Prices on bonds and some other investments are based on round lot price quotations and are for evaluation purposes only and may not represent actual market values. Bonds sold on an odd lot basis (less than \$1 million) may have a dollar price lower than the round lot quote. Where no regular market exists, prices shown are estimates by sources considered reliable by Dana Investment Advisors, Inc. While the prices are obtained from sources we consider reliable, we cannot guarantee them.

Please remember to contact Dana Investment Advisors, Inc. at (800) 765-0157, or P.O. Box 1067 Brookfield, WI 53008 with any questions or if there are any changes in your personal financial situation or investment objectives for the purpose of reviewing, evaluating, and revising any previous recommendations or investment services. Please also advise Dana if you would like to impose, add, or modify any reasonable restrictions to your account. A copy of Dana's current Form ADV Brochure detailing a complete list of Dana's advisory services and fees continues to remain available for your review upon request.

Current List of Holdings: The market prices shown on these pages represent the last reported sale on the stated report date as to listed securities or the bid price in the case of over-the-counter quotations. Prices on bonds and some other investments are based on round lot price quotations and are for evaluation purposes only and may not represent actual market values. Bonds sold on an odd lot basis (less than \$1 million) may have a dollar price lower than the round lot quote. Where no regular market exists, prices shown are estimates by sources considered reliable by Dana Investment Advisors. While the prices are obtained from sources we consider reliable, we cannot guarantee them. Dana Investment Advisors is not a custodian. Clients should be receiving detailed statements from their custodian at least quarterly. While Dana Investment Advisors regularly reconciles to custodian information, we encourage clients to review their custodian statement(s).



DANA | Investment Advisors



20700 Swenson Drive
Suite 400
Waukesha, Wisconsin 53186

Mailing Address:
P.O. Box 1067
Brookfield, Wisconsin 53008-1067

800-765-0157

www.DanaInvestment.com

REQUEST FOR COUNTY BOARD ACTION

| | | | |
|------|-------------|---|--------------------|
| YEAR | <u>2023</u> | | Resolution Request |
| | | | Ordinance Request |
| | | X | Report Request |

Requestor/Originator: Finance Director - Gwen Zimmer

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Gwen Zimmer
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: n/a

Does this request propose the expenditure, receipt or transfer of any funds? No

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/1/2023 Date of County Board Meeting to be Introduced: _____

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Racine County 2023 3rd Quarter Grant Applications Report.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

To: Finance and Human Resources Committee

From: Gwen Zimmer, Finance Director

Subject: 3rd Quarter 2023 grant applications

Date: November 1, 2023

In compliance with Racine County ordinance 7-271, please see the grants applied for during the period of 6/30/2023-9/30/2023.

| Grant Name | Grant Awarding Agency | Grant Amount Applied for | Racine County Match | Grant Submission Date | Expected Grant Response Date | Grant Response Date (if available) | Reoccurring Grant? (Yes/No) |
|--------------------------------------------------------|-----------------------------------------------------------------------|--------------------------|---------------------|-----------------------|------------------------------|------------------------------------|-----------------------------|
| United Way Equity Grant | United Way of Racine | \$50,244 | 0 | 09/29/23 | n/a | n/a | n/a |
| BOTS Impaired Driving enforcement | Bureau of Transportation Safety | \$90,000 | \$22,500 | 09/22/23 | 10/01/2023 | n/a | n./a |
| BOTS Seatbelt enforcement | Bureau of Transportation Safety | \$64,992 | \$16,248 | 09/16/23 | n/a | n/a | n/a |
| Producer-Led Watershed Protection Grant Proposal | WI DATCP | \$40,000 | 0 | 09/14/23 | 12/1/2023 | n/a | n/a |
| HMEP Core & Specialized Hazmat Training FFY2023 - SSFD | WEM | \$6,300 | 0 | 08/31/23 | 10/1/2023 | n/a | n/a |
| HMEP Core & Specialized Hazmat Training FFY2023 | WEM | \$17,850 | 0 | 08/28/23 | n/a | n/a | n/a |
| FY2024 NG9-1-1 GIS Grant | Wisconsin Dept of Military Affairs/Office of Emergency Communications | \$41,898 | \$2,094.91 | 08/10/23 | 10/1/2023 | n/a | n/a |

| | | | | | | | |
|--------------------------------|-----------------------------------------------|-----------|---|----------|---------------------------|-----|-----|
| Youth Justice Innovation Grant | Wisconsin Department of Children and Families | \$100,000 | 0 | 07/19/23 | n/a | n/a | Yes |
| NMAI-MAT | DCTS | \$153,000 | 0 | 07/01/23 | already approved by state | n/a | n/a |

Sincerely,

Gwen Zimmer
Finance Director

REQUEST FOR COUNTY BOARD ACTION

| | | | |
|------|-------------|---|--------------------|
| YEAR | <u>2023</u> | | Resolution Request |
| | | | Ordinance Request |
| | | X | Report Request |

Requestor/Originator: Finance Director - Gwen Zimmer

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Gwen Zimmer
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: No

If related to a position or position change, Does the Human Resources Director know of this request: n/a

Does this request propose the expenditure, receipt or transfer of any funds? No

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/1/2023 Date of County Board Meeting to be Introduced: _____

1st Reading:

1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Racine County 2023 3rd Quarter Accepted Donations Report.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.



JONATHAN DELAGRAVE

Office of the County Executive
730 Wisconsin Avenue
Racine, WI 53403
262-636-3273
fax: 262-636-3549
jonathan.delagrave@racinecounty.com

November 1, 2023

To: Donald Trottier, Chairman, Finance and Human Resources Committee

From: Racine County Executive Jonathan Delagrave

Re: **2023 3rd Quarter Racine County Accepted Donations**

In compliance with Section 7-2c of the Racine County Code of Ordinances, I am hereby notifying you of those gifts and donations that I have accepted on behalf of Racine County between June 30th, 2023- September 30th, 2023. Gifts of real estate are approved by the Board of Supervisors, and therefore not included on this list.

| <u>Donor</u> | <u>Donor Program</u> | <u>Donation</u> |
|--------------------------------|-----------------------------------|-----------------|
| Moose Chapter 631 | Racine County Foster Care | \$250 |
| Educators Credit Union | Racine County Foster Care | \$1,000 |
| Moose Chapter 437 | Racine County Foster Care | \$250 |
| Anonymous | Foster Care Sunshine Fund | \$50 |
| Anonymous | Racine County Sheriff Honor Guard | \$200 |
| Alter Metal | Racine County Sheriff Honor Guard | \$1,523 |
| Union Grove High School | Deputy Friendly | \$260 |
| Emerson Electric | Summer Youth Program Donation | \$2,000 |
| Lee Mechanical | Summer Youth Program Donation | \$250 |
| Nikavonnis | Summer Youth Program Donation | \$1,000 |
| Lorraine Gardner | Summer Youth Program Donation | \$500 |
| CG Schmidt Construction | Summer Youth Program Donation | \$1,000 |
| Katt Construction | Summer Youth Program Donation | \$300 |
| Trinal | Summer Youth Program Donation | \$1,000 |
| Elevance Health | Voices of Black Mothers United | \$3000 |
| Racine Unified School District | Voices of Black Mothers United | \$1,320 |
| Susan K Taylor Family Trust | Racine County ADRC | \$100 |
| Tavern League of WI | Racine County Sheriff K-9 | \$1,500 |
| Absolute DKI #538 | Racine County Sheriff K-9 | \$2,500 |
| Wayne Lee | Racine County Sheriff K-9 | \$10,000 |
| Total | | \$28,003 |

I hope that you will join me in thanking all these donors, who have been so civic minded and generous.
Sincerely,

Jonathan Delagrave
County Executive

REQUEST FOR COUNTY BOARD ACTION

| | | | |
|------|-------------|---|--------------------------|
| YEAR | <u>2023</u> | | Resolution Request |
| | | | Ordinance Request |
| | | | Report Request |
| | | X | Action of Committee Only |

Requestor/Originator: Racine County Treasurer- Jeff Latus

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading)
If a person is not in attendance the item may be held over. Jeff Latus

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: n/a

Does this request propose the expenditure, receipt or transfer of any funds? No
If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/1/2023 Date of County Board Meeting to be Introduced: _____

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Sale of two (2) In Rem Property at Parcel # 276-000006539000 329 Lueddtke Ave and # 276-000007708000 1822 Domanik Dr, via over-the-counter sale.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.



MEMO

October 19, 2023

TO: Donald J Trottier
Chairman, Finance and Human Resources Committee

FROM: Jeff Latus, Racine County Treasurer

RE: Over-the-Counter Sale of In Rem Foreclosure Property

Please put on the agenda for the meeting scheduled for November 1st, 2023, time to present an over-the-counter purchase offer for a County owned in-rem parcel.

276-000006539000 329 Luedtke Ave

This property is a residential parcel with a building. This parcel was obtained in an in-rem court action in April of 2023. The parcel was included in a previous sealed bid sale in which there were no valid bids received for the property. The minimum bid for this property is \$49,000.00.

The amount of the bid offer is \$49,000.00.
I recommend that the Committee accept this offer.

If you have any questions, please feel free to contact me.

Thank you,


Jeff Latus
Racine County Treasurer

Cc: Erika Motsch

ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: CITY OF RACINE

Updated: 10/18/2023

PARCEL # 276-00-00-06-539-000

IN REM ACTION #: 2022-1

ITEM #: 108

JUDGMENT DOC #: 2652469/2652470

JUDGEMENT DATE: 4/14/2023

COURT CASE #: 22-CV-1298

COURT DATE: 4/10/2023

LEGAL LOT 9, BLOCK 2, LUEDTKE'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF. SAID LAND DESCRIPTION: BEING IN THE CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN.

| | | |
|------------------------|------------------|--------------------|
| PROP. ADDRESS: | 329 LUEDTKE AVE | |
| ACRES: | 0.159 | |
| ZONE/DESC: | R3 / RESIDENTIAL | |
| ASSESSED VALUE: | Land: | \$6,600.00 |
| | IMP: | \$92,400.00 |
| | TOTAL: | \$99,000.00 |

FORMER OWNER: JOHN L. ACHESON

| | |
|-------------------------------|--------------|
| FAIR MARKET VALUE 2022 | \$109,200.00 |
|-------------------------------|--------------|

| | |
|-------------------------|-------------|
| APPRAISED VALUE: | \$49,000.00 |
| YEAR: | 2023 |

| TAX YEAR | NET TAX | SPECIAL | INT | PEN | TOTAL |
|----------|--------------------|--------------------|--------------------|--------------------|------------|
| 2012 | 2,517.39 | 159.59 | \$3,292.69 | \$1,646.34 | \$7,616.01 |
| 2013 | 2,390.83 | 458.91 | \$3,163.21 | \$1,581.61 | \$7,594.56 |
| 2014 | 2,309.34 | 1,674.73 | \$3,944.23 | \$1,972.11 | \$9,900.41 |
| 2015 | 2,429.33 | 821.59 | \$2,828.30 | \$1,414.15 | \$7,493.37 |
| 2016 | 2,141.78 | 1,245.81 | \$2,540.69 | \$1,270.35 | \$7,198.63 |
| 2017 | 2,093.52 | 1,153.25 | \$2,045.47 | \$1,022.73 | \$6,314.97 |
| 2018 | 2,064.21 | 1,147.28 | \$1,637.86 | \$818.93 | \$5,668.28 |
| 2019 | 2,031.49 | 933.14 | \$1,156.20 | \$578.10 | \$4,698.93 |
| 2020 | 2,251.45 | 958.15 | \$866.59 | \$433.30 | \$4,509.49 |
| 2021 | 2,225.57 | 1,243.61 | \$520.38 | \$260.20 | \$4,249.76 |
| 2022 | 2,195.79 | 1,346.95 | \$106.28 | \$53.15 | \$3,702.17 |
| | \$24,650.70 | \$11,143.01 | \$22,101.90 | \$11,050.97 | |

SPECIAL OVER 7500: NA

TAX TOTALS: \$68,946.58

| | |
|------------------------------|-------------------|
| In-Rem Fee | \$275.00 |
| 216 Cert Mail | \$11.60 |
| Boarding Fee | \$1,261.00 |
| Appraisal Fee | \$242.00 |
| Newspaper Sale ad | \$52.60 |
| Lawn & Snow Care | \$120.00 |
| FEE & COST TOTAL: | \$1,962.20 |

GRAND TOTAL: \$70,908.78

| | | |
|----------------------------|-------------|--------------------------------|
| DISPOSITION: | | |
| TO: | | |
| ON | | |
| TOTAL COSTS: | \$70,908.78 | |
| SOLD / DONATED FOR: | | |
| PROFIT OR (LOSS): | | |
| | NO: | GENERAL RECEIPT NUMBERS |
| | NO: | |

RACINE COUNTY - IN - REM

OFFER TO PURCHASE

Date 11/1/2023 City of Racine
 Address 329 Luedtke Ave
 Parcel # 276-000006539000
 Tax Principal On Books \$ 24,650.70
 Specials Over \$7,500 \$ -
 Specials \$ 11,143.01
 Interest & Penalty \$ 33,152.87
 Costs (In-Rem / Sale) \$ 1,962.20
 Costs \$ 70,908.78

Minimum Bid Price \$ 49,000.00

Purchase Price \$ 49,000.00

Quit Claim Deed \$ 2.00

Recording Fee \$ 30.00

Total Due \$ 49,032.00

Deposit \$ 49,032.00

Balance Due \$ -

Costs \$ 70,908.78

Description of Property:
 LOT 9, BLOCK 2, LUEDTKE'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN.

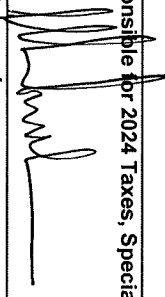
We, The Undersigned Finance Committee, By Virtue of Authority Vested In Us By The County Board of Racine County, Wisconsin

Name, address & phone number of Purchaser:

Chad Ishman
 6132 5 Mile Rd
 Racine WI 53402
 262-664-2510
 cishman@wi.tr.com

Buyer is responsible for 2024 Taxes, Specials & Assessment

Recommend Approval
 Racine County Treasurer



Disapprove _____ Date _____ Approve _____ Date _____



Office of County Treasurer

730 Wisconsin Avenue
Racine, WI 53403
262-636-3339
fax: 262-636-3279

RACINE COUNTY TREASURER'S OFFICE "OVER-THE-COUNTER" BID FORM

****Minimum Bid Amount Required****

Sale Property Address:

329 Luedtke Ave Racine WI 53405

Sale Parcel/Tax Key #:

276-00-00-06-539-000

Bid Offer Amount: *Offer must be minimum bid amount or higher to be considered valid bid.

\$49,000.00

Print the name(s) of the bidders. If you are bidding as an LLC, Corporation, or other entity, please print that as well on the line marked Business Entity or Organization.

*If your bid is accepted by the County Board, the name/entity you make your initial bid by will be the name/entity the Quit Claim Deed will be recorded under as the new owner on record.

Name(s): Chao Fishman

Business Entity / Organization: Skip if you are bidding as an individual

Mailing Address of Bidder: 6132 5 mile Rd

Phone Number(s): 262-664-2510

Email Address: cfishman@wi.rf.com

Intended Use of Property

Explain in detail how you intend to use the property. Intended usage may be a determining factor in the County Board's approval of the sale.

Home for Mother in Law short term 10 YEARS then a rental

Will this parcel be the primary residence of the buyer?

Check yes if you intend to move into the property with 1 year of purchase.

Check no if you do not intend to move in within 1 year or if this will be a rental or investment property.

Yes No

Predominant Use:

For questions regarding zoning requirements, contact the Racine County Zoning and Development Department at (262) 886-8440. For City of Racine parcels call the Racine City Planning Department at (262) 636-9151.

Single family Multi-Family Time Share Unit Agriculture

Commercial Utility Mfg/Telephone Co

Misc. (explain): _____

Please read the following statements and mark all applicable boxes.

I swear and certify that I do not owe delinquent real estate taxes to Racine County.

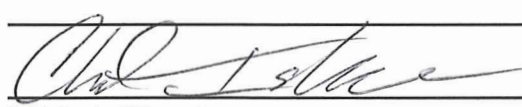
I swear and certify that I have no outstanding judgments, health, building, or zoning code violations.

I swear and certify that I am not a relative of the former owner of the above listed property.

I have read and understand the terms of sale for Over-the-Counter Sales.

I have not owned property that has been taken by Racine County in an In Rem Foreclosure Action in the previous five years.

Please disclose any additional properties owned by the person/s bidding, business entity, LLC, or Corporation under the bidder/s ownership or control. (Attach an Addendum if you cannot fit them in the space provided).


Bidder's Signature

10/16/23
Date Signed

Bidder's Signature

Date Signed

Enclose a deposit in the form of a Certified Check, Cashier Check, or money order for the full amount of your bid, plus \$32 for recording the deed, made payable to the Racine County Treasurer.

**No business or personal checks will be accepted.*

Before signing and submitting your bid, make sure to completely read the Over-the-Counter Terms of Sale. The Terms of Sale can be found on the Racine County Treasurer's Website at <https://www.racinecounty.com/departments/county-treasurer/public-sale-of-properties-taken-in-tax-foreclosure> or it can be obtained from the County Treasurer's office at the counter



MEMO

October 25, 2023

TO: Donald J Trottier
Chairman, Finance and Human Resources Committee

FROM: Jeff Latus, Racine County Treasurer

RE: Over-the-Counter Sale of In Rem Foreclosure Property

Please put on the agenda for the meeting scheduled for November 1st, 2023, time to present an over-the-counter purchase offer for a County owned in-rem parcel.

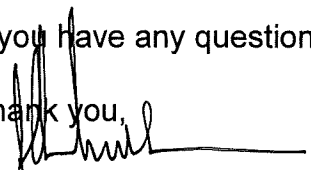
276-000007708000 1822 Domanik Dr

This property is a residential parcel with a building. This parcel was obtained in an in-rem court action in April of 2023. The parcel was included in a previous sealed bid sale in which there were no valid bids received for the property. The minimum bid for this property is \$48,000.00.

The amount of the bid offer is \$48,000.00.
I recommend that the Committee accept this offer.

If you have any questions, please feel free to contact me.

Thank you,


Jeff Latus
Racine County Treasurer

Cc: Erika Motsch

ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: CITY OF RACINE

Updated: 10/25/2023

PARCEL # 276-00-00-07-708-000

IN REM ACTION #: **2022-1**

ITEM #: 117

JUDGMENT DOC #: 2652469/2652470

JUDGEMENT DATE: 4/14/2023

COURT CASE #: 22-CV-1298

COURT DATE: 4/10/2023

LEGAL LOT 23, BLOCK 2, PLEASANT VIEW, ACCORDING TO THE RECORDED PLAT THEREOF. EXCEPTING DESCRIPTION: THERE FROM THE NORTH 9 FEET OF THE WEST 10 FEET THEREOF. SAID LAND BEING IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

| | |
|------------------------|---------------------------|
| PROP. ADDRESS: | <u>1822 DOMANIK DR</u> |
| ACRES: | <u>0.113</u> |
| ZONE/DESC: | <u>R3 / RESIDENTIAL</u> |
| ASSESSED VALUE: | |
| Land: | \$11,600.00 |
| IMP: | \$65,400.00 |
| TOTAL: | <u>\$77,000.00</u> |

FORMER OWNER: PETER MAYER & DEBORAH M. MAYER, BOTH DECEASED

| | |
|-------------------------------|--------------------|
| FAIR MARKET VALUE 2022 | <u>\$84,900.00</u> |
| APPRAISED VALUE: | <u>\$48,000.00</u> |
| YEAR: | <u>2023</u> |

| TAX YEAR | NET TAX | SPECIAL | INT | PEN | TOTAL |
|----------|--------------------|-------------------|--------------------|-------------------|------------|
| 2011 | 1,718.43 | 384.68 | \$2,839.20 | \$1,419.60 | \$6,361.91 |
| 2012 | 1,720.22 | 427.69 | \$2,641.93 | \$1,320.96 | \$6,110.80 |
| 2013 | 1,575.30 | 448.82 | \$2,246.77 | \$1,123.39 | \$5,394.28 |
| 2014 | 1,522.50 | 424.33 | \$1,927.36 | \$963.68 | \$4,837.87 |
| 2015 | 1,600.25 | 436.41 | \$1,771.89 | \$885.95 | \$4,694.50 |
| 2016 | 1,565.63 | 458.09 | \$1,517.79 | \$758.90 | \$4,300.41 |
| 2017 | 1,530.72 | 488.56 | \$1,272.15 | \$636.07 | \$3,927.50 |
| 2018 | 1,510.03 | 672.44 | \$1,113.06 | \$556.53 | \$3,852.06 |
| 2019 | 1,535.74 | 646.37 | \$851.02 | \$425.51 | \$3,458.64 |
| 2020 | 1,699.43 | 677.03 | \$641.64 | \$320.82 | \$3,338.92 |
| 2021 | 1,660.72 | 725.36 | \$357.92 | \$178.95 | \$2,922.95 |
| 2022 | 1,644.66 | 720.42 | \$70.96 | \$35.48 | \$2,471.52 |
| | \$19,283.63 | \$6,510.20 | \$17,251.69 | \$8,625.84 | |

| | | | |
|---------------------------|-----------|--------------------|--------------------|
| SPECIAL OVER 7500: | <u>NA</u> | TAX TOTALS: | <u>\$51,671.36</u> |
|---------------------------|-----------|--------------------|--------------------|

| | |
|------------------------------|-------------------|
| In-Rem Fee | \$275.00 |
| 216 Cert Mail | \$11.60 |
| Boarding Fee | \$1,188.00 |
| Appraisal Fee | \$242.00 |
| Newspaper Sale ad | \$52.60 |
| Lawn & Snow Care | \$120.00 |
| FEE & COST TOTAL: | <u>\$1,889.20</u> |

GRAND TOTAL: \$53,560.56

| | | | |
|----------------------------|--------------------|--------------------------------|--|
| DISPOSITION: | | | |
| TO: | | | |
| ON: | | | |
| TOTAL COSTS: | <u>\$53,560.56</u> | GENERAL RECEIPT NUMBERS | |
| SOLD / DONATED FOR: | | | |
| PROFIT OR (LOSS): | | | |
| | NO: | | |
| | NO: | | |



Office of County Treasurer

730 Wisconsin Avenue
Racine, WI 53403
262-636-3339
fax: 262-636-3279

RACINE COUNTY TREASURER'S OFFICE "OVER-THE-COUNTER" BID FORM

****Minimum Bid Amount Required****

Sale Property Address:

1822 Domainik Dr

Sale Parcel/Tax Key #:

~~276-00000~~ 276000067708000

Bid Offer Amount: *Offer must be minimum bid amount or higher to be considered valid bid.

43,000.00

Print the name(s) of the bidders. If you are bidding as an LLC, Corporation, or other entity, please print that as well on the line marked Business Entity or Organization.

*If your bid is accepted by the County Board, the name/entity you make your initial bid by will be the name/entity the Quit Claim Deed will be recorded under as the new owner on record.

Name(s):

Dustin Radke

Business Entity / Organization:

Skip if you are bidding as an individual

Mailing Address of Bidder:

1309 Rapids Dr Racine WI 53404

Phone Number(s):

262-321-5937

Email Address:

Dustradd@gmail.com

Intended Use of Property

Explain in detail how you intend to use the property. Intended usage may be a determining factor in the County Board's approval of the sale.

Rehab to be rented or Sold.

Depending on market conditions.

Will this parcel be the primary residence of the buyer?

Check yes if you intend to move into the property with 1 year of purchase.

Check no if you do not intend to move in within 1 year or if this will be a rental or investment property.

Yes No

Predominant Use:

For questions regarding zoning requirements, contact the Racine County Zoning and Development Department at (262) 886-8440. For City of Racine parcels call the Racine City Planning Department at (262) 636-9151.

Single family Multi-Family Time Share Unit Agriculture

Commercial Utility Mfg/Telephone Co

Misc. (explain): _____

Please read the following statements and mark all applicable boxes.

I swear and certify that I do not owe delinquent real estate taxes to Racine County.

I swear and certify that I have no outstanding judgments, health, building, or zoning code violations.

I swear and certify that I am not a relative of the former owner of the above listed property.

I have read and understand the terms of sale for Over-the-Counter Sales.

I have not owned property that has been taken by Racine County in an In Rem Foreclosure Action in the previous five years.

Please disclose any additional properties owned by the person/s bidding, business entity, LLC, or Corporation under the bidder/s ownership or control. (Attach an Addendum if you cannot fit them in the space provided).

1309 Rapids Dr

1911 Harriet St

Dwan Podke

Bidder's Signature

10-25-23

Date Signed

Bidder's Signature

Date Signed

Enclose a deposit in the form of a Certified Check, Cashier Check, or money order for the full amount of your bid, plus \$32 for recording the deed, made payable to the Racine County Treasurer.

**No business or personal checks will be accepted.*

Before signing and submitting your bid, make sure to completely read the Over-the-Counter Terms of Sale. The Terms of Sale can be found on the Racine County Treasurer's Website at <https://www.racinecounty.com/departments/county-treasurer/public-sale-of-properties-taken-in-tax-foreclosure> or it can be obtained from the County Treasurer's office at the counter

REQUEST FOR COUNTY BOARD ACTION

| | | |
|------------------|-------------------------------------|-----------------------------------------------------------|
| YEAR <u>2023</u> | <input checked="" type="checkbox"/> | Resolution Request Ordinance Request Report Request |
|------------------|-------------------------------------|-----------------------------------------------------------|

Requestor/Originator: Public Works and Development Services - Roley Behm

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Patrice Brunette- Highway Superintendent
 If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: n/a

Does this request propose the expenditure, receipt or transfer of any funds? Yes

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/1/2023 Date of County Board Meeting to be Introduced: 11/6/2023

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorization of a multi-year contract with Hop Heads Hospitality and Events, LLC for a period of 1/1/2024 –12/31/2028.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

| ACCOUNT NAME | ACCOUNT NUMBER | 2024 BUDGET |
|----------------------------------------------|----------------|-------------|
| PUBLIC WORKS AND DEVELOPMENT SERVICES | | |
| PARKS FEES - BEER GARDEN | 160200.317540 | \$ 65,000 |

**THIS IS AN OPERATIONAL AND REVENUE AGREEMENT WITH THE COUNTY RESPONSIBLE FOR LIMITED MAINTENANCE EXPENSES.
 NOTE: THIS AGREEMENT PERIOD IS FROM 1/1/2024 - 12/31/2028**

| Payments to be received from vendor |
|--------------------------------------------------------------------------------------------|
| 14% of gross alcoholic beverage revenue from the Beer Garden minus sales tax. |
| 10% of gross food and non-alcoholic beverage revenue from the Beer Garden minus sales tax. |
| \$50 payment per day per food truck and/or food vendor. |
| Payments for utilities as described in Section 3 of agreement. |

FINANCE COMMITTEE RECOMMENDATION

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

| FOR | AGAINST |
|-----|---------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

RESOLUTION NO. 2023-XX

**RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE
AUTHORIZING A MULTI-YEAR CONTRACT WITH HOP HEADS HOSPITALITY AND
EVENTS, LLC FOR A PERIOD OF JANUARY 1, 2024 TO DECEMBER 31, 2028**

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

BE IT RESOLVED by the Racine County Board of Supervisors that a multi-year lease agreement with Hop Heads Hospitality and Events, LLC, as set forth in Exhibit "A" which is attached hereto and incorporated by reference, is authorized and approved for a period of January 1, 2024 to December 31, 2028, subject to any changes deemed necessary and appropriate by the Corporation Counsel and the Finance Director.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Executive, the County Clerk and/or the County Board Chairman are authorized to execute any contracts, agreements, amendments or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

**PUBLIC WORKS, PARKS AND FACILITIES
COMMITTEE**

2nd Reading _____

BOARD ACTION
Adopted _____
For _____
Against _____
Absent _____

Tom Kramer, Chairman

Robert D. Grove, Vice-Chairman

VOTE REQUIRED: 2/3 ME

Eric Hopkins, Secretary

Prepared by:
Corporation Counsel

Marlo Harmon

Edward Chart

Eric Hopkins

Jessica Malacara

Greg Horeth

6 **The foregoing legislation adopted by the County Board of Supervisors of
7 Racine County, Wisconsin, is hereby:**

8 **Approved:** _____
9 **Vetoed:** _____

10
11 **Date:** _____,
12

13 _____
14 **Jonathan Delagrave, County Executive**
15

16 **INFORMATION ONLY**
17

18 **WHEREAS**, Racine County owns the Franksville Memorial Park, located at 9614
19 Northwestern Avenue, in the Village of Caledonia; and
20

21 **WHEREAS**, Hop Heads Hospitality and Events, LLC has successfully operated the
22 Franksville Memorial Park Beer Garden for several years, including before Racine County took
23 ownership of the Franksville Memorial Park; and
24

25 **WHEREAS**, the proposed contract will enable the continued service and operation of the
26 beer garden at its current location, including both food and beverage offerings, which will offer a
27 benefit to the Racine County community.

MEMORANDUM

**TO: Racine County Board – Finance & Human Resources Committee
Attn: Don Trottier, Chairman**

FROM: Benjamin Haas, Parks Manager

DATE: November 1, 2023

SUBJECT: Franksville Beer Garden Contract Resolution Fiscal Note

The Resolution for the multi-year contract with Hop Heads Hospitality and Events, LLC (Vendor) is the result of extensive negotiation between Hop Heads Hospitality, Racine County Public Works, and their respective legal counsels to operate and manage a Beer Garden at Racine County's Franksville Memorial Park located at 9614 Northwestern Ave in the Village of Caledonia. Operation of the Beer Garden will run from May 1 through October 31 of each year.

Financial highlights of the contract include the following monthly payments to Racine County:

- 14% of gross alcoholic beverage revenue from the Beer Garden less sales tax. With an agreement to review this fee in good faith after 2025, with the fee not exceeding 14%.
- 10% of gross food and non-alcoholic beverage revenue from the Beer Garden.
- A \$50 payment per day per food truck and/or food vendor.
- Electric utility charges based on readings from separate meter installed specifically for the Beer Garden

The contract includes the following regarding insurance and assignment:

- Racine County assumes no responsibility for any loss or damage to Vendor's personal property while in use or stored at or on the Premises.
- Hop Heads shall obtain General, Auto, Umbrella Liabilities with Racine County listed as an additional insured as well as Workers Compensation.
- All policies shall include a waiver of subrogation in favor of Racine County and be placed with an insurance company with a minimum AM Best Rating of A- VII.
- Hop Heads may not assign this Agreement in whole or in part or sublease any part of the Premises without the prior written approval of the Parks Manager or its designee.

**AGREEMENT BETWEEN RACINE COUNTY AND
HOP HEADS HOSPITALITY AND EVENTS, LLC**

This Agreement is made and entered into effective January 1, 2024 (the "Effective Date"), by and between the RACINE COUNTY (the "County") and HOP HEADS HOSPITALITY AND EVENTS, LLC (the "Vendor"), as represented by: Kenneth Michel, Jr., and/or Molly M. Michel. Referenced together, the County and the Vendor are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the County owns the Franksville Memorial Park, located at 9614 Northwestern Avenue, in the Village of Caledonia, Racine County, State of Wisconsin; and

WHEREAS, the Parties wish to enter into an agreement governing the operation of a food and beverage concession at the Racine County Franksville Memorial Park Beer Garden (the "Beer Garden").

NOW THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. Permitted Use:

1.1 Food and Beverage Sales: Vendor is permitted to sell food and beverages, including alcoholic beverages served under a duly authorized alcohol license, at the Beer Garden and its environs, as more specifically set forth on Exhibit A (the "Premises"). This Agreement in totality contemplates the Beer Garden only, and no other County Park. The food and beverage concession shall operate from May 1 through October 31 each year during the Initial Term. Vendor's hours of operation shall be Thursday from 4 p.m. to 9 p.m.; Friday from 1 p.m. to 9 p.m.; Saturday from 11 a.m. to 9 p.m.; and Sunday from 11 a.m. to 7 p.m. Vendor shall have the ability request additional days of operation and to change the hours of operation with Parks Manager's permission.

It is the responsibility of Vendor to manage the distribution of alcohol, and Vendor is solely responsible for any incidents involving alcohol sold by Vendor at the Premises. Vendor shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking. Vendor is solely liable for any damages under the Dram Shop Laws as codified in Wisconsin at section 125.035 of the Wisconsin statutes. Vendor acknowledges that the County is not dispensing alcoholic beverages, the Vendor is. Therefore, all liability for any alleged violation under chapter 125 lies with the Vendor. Vendor will make

commercially reasonable efforts to ensure that no alcoholic beverages are consumed outside of the Premises. Vendor shall provide signage prohibiting consumption and possession of alcoholic beverages from site as described as Exhibit A.

Vendor is permitted to invite food-only, crafts or similar artisan merchants, which are ancillary to the operation of the beer garden, to operate at the Premises, subject to County's or its designee's prior approval, which shall not be unreasonably withheld, that will abide by the terms of this Agreement as applicable, including without limitation all insurance and indemnification provisions, and subject to all applicable ordinances, regulations, permits, and fees.

1.2 Special Events: Vendor agrees to provide advance written notice of Special Events to the County thirty (30) days prior to the event, or where thirty (30) days is not feasible as soon as possible. The County shall have five (5) business days after notice is provided to approve the event. If the County fails to respond within five (5) business days after notice was provided, the event shall be deemed approved. For the purpose of this section, a Special Event shall mean any event that significantly increases Beer Garden attendance above the typical daily attendance. Any Vendor third-party on-site publications and advertising shall be authorized by the Parks Manager.

1.3 Public Access and Use of the Premises: Vendor and County recognize that the Park is a public park and that public use of the Premises is mutually desirable. Vendor shall provide for use of the Premises by non-customers of Vendor. The Premises and its surroundings shall remain open year-round and available to the public on a daily basis during park hours. It is understood that the general public is not permitted to carry in personal alcoholic beverages as stated the Racine County Code of Ordinances. The Vendor agrees to not close the Premises for private events that prevent the general public from utilizing their services during regular business hours. Vendor agrees to provide advance written notice to the County of partial closures of the Premises due to private rentals which would impede the general public's ability to take part in the Beer Garden in a meaningful way. The County shall have five (5) business days from the date of notice to approve the partial closure. If the County fails to respond within five (5) business days after notice was provided, the partial closure shall be deemed approved. Any partial closure shall be in conformance with all County ordinances and State statutes. Vendor shall ensure that the beer garden operations do not impede ingress and egress to/from the Park.

1.4 Use of the Premises: The Parties agree that the Vendor accepts use of the Premises subject to all existing easements or restrictions on the Premises and surrounding area, and Vendor shall obtain any and all approvals necessary for its use as contemplated by this Agreement. The County is not responsible for any required approvals, building permits or other required authorizations

from regulatory agencies relating to Vendor's permitted uses, without limitation.

2. Term: This Agreement shall commence on the Effective Date and expire December 31, 2028 (the "Initial Term"). Thereafter, the Parties may mutually agree in writing to extend the term of the Agreement. The Parties shall negotiate in good faith to agree upon the new agreement at least 150 days prior to the expiration date of the Initial Term.
3. Payments for Utilities: The County shall install a separate electrical meter specific to the Premises where the Beer Garden is located. Upon the installation, the Vendor shall reimburse the County for all electric usage from the Premises based on the meter at the end of each month. Invoices shall be paid within thirty (30) days of issuance. All electrical improvements, installations and upgrades shall be approved by the Parks Manager before they are undertaken.
4. Alterations and Improvements:

4.1 County's Permission for Vendor Improvements: During the conceptual and planning phases of any improvements to the Premises (the "Vendor Improvements") where the Contribution Value is greater than \$2,500, the Vendor shall provide the County with all plans and specifications for such improvements. "Contribution Value" is defined as the actual money amount expended by Vendor to purchase equipment, construction materials, construction and installation services and labor, professional services such as architectural and engineering services, and design services. Within thirty (30) days after receiving notice from the Vendor or its agents of plans or specifications for Vendor Improvements, the County shall either approve or disapprove of such plans or specifications in writing. Prior to any work being done, Vendor must obtain a Right of Entry Permit from Racine County. The Vendor shall keep the Parks System advised on an ongoing basis and will welcome input from the Parks System as alternatives are being considered. The final construction plans (with regard to engineering, structural, environmental, and utilities matters) shall require the County's review and approval, which must be obtained prior to bidding out and awarding any contracts to commence construction. The Vendor shall be permitted to use private contractors to make Vendor Improvements or other alterations to the Premises. As a condition to issuance of approval, the Parks System may require reasonable proof that adequate private or public funding exists both for the construction and the subsequent operation, maintenance and repair of any Vendor Improvements. In addition, the County may require the Vendor to maintain certain improvements as a condition of the Agreement. Vendor must provide a vendor improvement completion date for a date certain. In the event of a breach of the completion date, the vendor shall have ten working days to return the facility into the pre-improvement state.

4.2 Access for Making Vendor Improvements: The County hereby grants and conveys to the Vendor and its agents, employees and contractors non-exclusive rights of access to, on, over and across the Park for the construction, maintenance, repair and replacement of the Vendor Improvements, for which the Vendor shall be solely responsible. The Vendor shall use commercially reasonable efforts to minimize any interference with the County's use of the Park and shall restore the Park (beyond the Vendor Improvements) to reasonably the same condition as existed immediately prior to any construction activity, all at the Vendor's sole cost and expense.

4.3 Title to Vendor Improvements: All permanent Vendor Improvements to the Premises, when completed, shall become the property of the County, free and clear of any and all liens and encumbrances. When any improvement is undertaken, Vendor and the County shall agree in writing as to whether or not the improvement is permanent.

5 Marketing and Sponsorships: Vendor is responsible for all marketing and advertising to promote its activities. Racine County shall make reasonable efforts to aid and support Vendor's marketing and advertising efforts. Vendor agrees to provide advance written notice to the County of all proposed banners, signage and advertising on or within the Premises. The County shall have five (5) business days after notice is provided to approve the same. If the County fails to respond within five (5) business days after notice was provided, the banners, signage or advertising shall be deemed approved. For the avoidance of doubt, notice is not required for all menu and safety related signage. Vendor shall notify the County or its designee as soon as it is aware of any television, radio, print, electronic or other media interviews or reports to be prepared regarding the Premises.

6 Payment: Vendor shall pay to the County at the close of each month of operation during the Term the following fees:

- a. 14% of gross alcoholic beverage revenue from the Beer Garden minus sales tax. The Parties agree to have good faith discussions regarding this fee after 2025, but in no event will the fee exceed 14%.
- b. 10% of gross food and non-alcoholic beverage revenue from the Beer Garden minus sales tax. For the purpose of clarity, this section does not include revenues from food trucks and/or food vendors, which are described below.
- c. \$50 payment per day per food truck and/or food vendor.
- d. Payments for utilities as described in this agreement in Section 3.

Vendor shall pay the County within thirty (30) days of the close of the applicable month. "Gross Alcoholic Beverage Revenue" shall be defined as

the total of all receipts (cash, checks, credit cards) derived from the sale of all alcoholic beverages sold at the Beer Garden less sales tax. "Gross Food and Non-Alcoholic Beverage Revenue" shall be defined as the total of all receipts (cash, checks, credit cards) derived from the sale of all food and non-alcoholic beverages sold at the Beer Garden, less sales tax, but not including food and non-alcoholic beverages sold by food trucks/food vendors. Deductions for client non-payments or bad-debt expenses are not allowed. Checks shall be made payable to the Racine County Treasurer and mailed or delivered to: Parks Department.

- 7 Sales Reports: On a monthly basis, Vendor shall compile and provide the County with a detailed summary report of all sales activities and a financial reconciliation of all fees owed and paid. Vendor shall submit such reports within thirty (30) days of the close of the applicable month.
- 8 Rights Reserved to County: County reserves the right to award a contract with one (1) or more additional vendors to provide other non-alcoholic concessionable items in other areas of the Park; provided, however, the Vendor will be given an opportunity to provide other concession items sold during special events in other areas of Racine County Franksville Memorial Park if an agreement can be reached on the terms that are acceptable to both parties. The County shall not contract with a third party to operate another ongoing food and beverage operation in another area of the Park. County further reserves the right to operate its own non-alcoholic concession area during any and all events held in its Parks. Notwithstanding the foregoing, nothing in this section should restrict County's ability to select a vendor to operate the ice arena that has been proposed for Racine County Franksville Memorial Park.
- 9 Permits, Licenses, and Other Costs: Vendor shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.
- 10 Compliance with Laws: Vendor shall, at Vendor's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Vendor's use of the Premises pertaining to: (a) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Racine County; and (b) Vendor's activities on the Premises. Each Party shall, at its expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over its activities under this Agreement.
- 11 County Approval of Items to be Sold: Vendor shall provide County with a list and pricing information for the categories of products it intends to sell. The

Parks Manager or its designee maintains the right to prohibit the sale of any item that he deems to be inappropriate within the Racine County Parks System.

- 12 Amplified Music Restriction: Amplified music shall be limited to acoustic and vocal reinforcement to provide background music throughout the Premises and environs. Events or performances with concert style amplification must be approved in writing by the County or its designee. All amplified music approved by the County or its designee, as well as ambient music, shall comply with the appropriate municipal noise ordinances.
- 13 Signage: Vendor agrees to provide advance written notice to the County of all proposed banners, signage and advertising on or within the Premises. The County shall have five (5) business days after notice is provided to approve the same. If the County fails to respond within five (5) business days after notice was provided, the banners, signage or advertising shall be deemed approved. For the avoidance of doubt, notice is not required for all menu and safety related signage. Vendor is entitled to place approved signage at the main entrances to Franksville Memorial Park located on Northwestern Ave and on Nicholson Road, and at the front area of Franksville Memorial Park nearest the intersection of Northwestern Ave and Highway H.
- 14 Garbage: Vendor is responsible for maintaining the Premises and surrounding areas in a state of cleanliness and repair to prevent injury to the public. Vendor shall be responsible for disposal of all garbage from the Premises in covered dumpsters provided by the County.. Vendor shall keep and maintain dumpsters within its area of operation unless a different location is agreed upon with the Parks Manager. Vendor shall leave the Premises free from litter, garbage, and debris by the close of business daily.
- 15 Toilet Facilities: County shall have the bathrooms adjacent to the Premises cleaned at least once per day. Vendor shall maintain bathrooms adjacent to the Premises during the hours of operation. Maintenance will include cleaning, stocking, and minor repairs. It is County's responsibility to provide portable toilets, at its expense, if, in either Vendor's or County's determination, bathrooms become inoperable. It is Vendor's responsibility to provide portable toilets, at its expense, if in either Vendor's or County's determination, portable toilets are necessary to satisfy the number of Beer Garden visitors on days it operates.
- 16 Vendor's Obligations for Maintenance and Minor Repairs: Vendor shall maintain the Premises in good order. Vendor shall also be responsible for the routine maintenance, general cleaning and upkeep of the Premises grounds including vendor improvements, planters, landscaping, turf, painting, and gravel patio surfacing within the Premises. Parks Manager for the County may require that maintenance and repairs be undertaken within 30 days of written notice of the need for said maintenance or repairs. For

the avoidance of doubt, County is responsible for the maintenance of trees on the Premises, fencing on and around the Premises, and playground equipment located within the Premises. Vendor shall make minor repairs to all plumbing, electrical and lighting (including the replacement of light bulbs), door latches and locks, windows and plate glass/plastic, and signage, where such repairs or replacement are to the existing items in place within the Premises or to those installed by Vendor. Material list will need to be submitted to the County for their approval to ensure that the County's material standards are being met.

- 17 Vendor's Obligations for Major Repairs: Vendor shall maintain in good order and make "major repairs" to any plumbing, electrical and lighting, door latches and locks, windows and plate glass/plastic, signage, and structural elements whose repair or replacement are necessitated by the negligence or willful misconduct of Vendor, its employees, invited guests, or patrons. "Major repairs" are herein defined as any singular repair or replacement whose cost is Five Hundred Dollars (\$500) or greater for each instance. Vendor shall further make all repairs or replacement, whether "major" or "minor," to any equipment, trade fixture, signage, or structural component, including plumbing: electrical lighting, doors, windows and plate glass/plastic, which it has provided or caused to be installed or improved upon the Premises. All repairs shall be done by licensed tradespersons, with oversight by the County's operational staff. Material list will need to be submitted to the County for their approval to ensure that the County's material standards are being met. Vendor may contract with the County for repairs on a time and materials basis. For the avoidance of doubt, County is responsible for normal wear and tear of restroom facilities.
- 18 County's Obligations for Major Repairs: County shall maintain in good order and provide for all major repairs to all structural components of the Premises, including the roof and roof systems, foundation, exterior walls, interior structural walls, and all utility systems, including electrical, except for such components which have been provided and installed by Vendor or as further provided for in Sections 16-17 above. County shall provide reasonable notice to Vendor of any major repairs in the Premises or areas adjacent to the Premises. Racine County states that it is our intent to make all repairs required to be made under this Agreement. However, in the event Racine County's legislative body, the Racine County Board of Supervisors, does not appropriate funds for the necessary repairs, the repairs will not be completed until approved by the Board of Supervisors. For the avoidance of doubt, the sandbox, play structure, pavilion structure and base, and basketball court shall be County's responsibility, except as provided in Section 16 above. County shall also maintain and repair all parking areas, public sidewalks, and all utility systems, which serve the Premises as a whole, but are not part of the

Premises. Such maintenance shall include, but is not limited to, maintenance of grass, landscaping and pavement, and removal of leaves, seeds, snow and ice during the operating season. Such maintenance shall be conducted outside the Operating Hours. Such maintenance shall be at the County's sole determination and based on budgetary appropriations and any necessary County Board approval. For the avoidance of doubt, County is responsible for normal wear and tear of restroom facilities.

- 19 Timeliness of Repairs: Each Party shall perform its obligations under Sections 16, 17 and 18 hereunder promptly after learning of the need for such repairs, but in any event within thirty (30) days of the occurrence or notice provided by one Party to the other. If County fails to make such repairs within thirty (30) days after Vendor's notice (except when the repairs require more than thirty (30) days for performance and County commences the repair within thirty (30) days and diligently pursues the repair to completion), Vendor may, at its option, undertake such repairs and deduct the reasonable cost thereof from the monthly fees next falling due. If Vendor fails to make such repairs for which it is obligated within thirty (30) days after County's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Premises, then the County shall have the right to make the repair with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to Vendor (including salary and benefits if done with County's own staff).

- 20 Removal of Equipment and Supplies: Upon expiration or termination of this Agreement for any reason or no reason, Vendor shall remove, at its costs, all of its supplies, displays, and related items from the Premises within thirty (30) days of the expiration or termination date, and shall restore the Premises to its prior condition (except for any permanent improvements performed by Vendor), satisfactory to the Parks Manager or its designee. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by the Vendor. If for any reason Vendor does not comply in a timely manner with its obligations under this paragraph, then the County may make such repairs or remove, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from the Vendor any and all reasonable costs, as determined by the County, related to this Section. The Vendor agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

- 21 Site Restoration: Both Vendor and County shall together participate in a pre-season and post-season inspection of the Premises, including the turf. If necessary, Vendor shall provide a restoration plan satisfactory to the Parks Manager or its designee. Vendor's goal shall be to leave the turf in an improved environmental state. Accordingly, the plan shall outline any methods for environmental management. Further, Vendor shall be responsible for any

actual documented physical damage to the Premises, including turf, caused by Vendor, its employees, agents, representatives, and guests. Within five (5) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Parks Manager or its designee. If damage is not restored by the Vendor after five (5) days of the discovery and the County elects to restore such damage, then the County shall have the right to restore the damage with its own staff or contract with a private company to restore the damage, and charge all reasonable costs directly associated with performing the restoration work, to the Vendor (including salary and benefits if done with the County's own staff).

22 Security: Unarmed security personnel are permitted within the Premises for the purposes of checking identification and general observation. Vendor shall be solely responsible for and assume all risks related to the security of the Premises and use of security personnel. Prior to the start of the season, Vendor shall provide to the Parks Manager a safety and security plan for the premises.

23 Inspection by County: County shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, and to improve or repair the Premises, and to make such repairs, alterations, improvements, or additions as County may deem necessary or desirable; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with Vendor's use of the Premises.

24 Interest: Unless waived by County Board of Supervisors, Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

24.1 Penalty: In addition to the interest described above, Vendor may be responsible for payment of penalty on amounts not remitted in accordance with this Agreement, as may be determined by County. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Racine County ordinance section 7-27 and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

24.2 Audit Results: If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above

method. Vendor shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.

24.3 Nonexclusivity: This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the County's exclusive remedy for Vendor's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the County of any other remedy permitted under this Agreement, including but not limited to termination of this Agreement.

- 25 Audit: Vendor shall submit to County, upon written request and at County's sole expense, an audit in accordance with Generally Accepted Accounting Principles ("GAAP") and audited by an independent certified public accountant in accordance with Generally Accepted Auditing Standards ("GAAS"). Said statements and audit shall be public records. In the event Vendor undertakes an independent audit encompassing its beer garden operation, Vendor shall share said audit with the County. Vendor (or any subcontractor) shall maintain and make available to County the aforementioned audit information for no less than three years after the conclusion of this Agreement.

No more than thirty (30) days after the end of 2023 and any subsequent calendar operating year, the Vendor shall supply to the County an end-of-year report detailing: programs offered at the location, the participation of those programs; a report of reasonably approximate attendance figures; and a detailed statement of revenues for the beer garden for the term hereof. The report will be made in accordance with Statements on Standards for Accounting and Review Services (SAARS) issued by the American Institute of Certified Public Accountants.

- 26 Books and Records: Vendor shall maintain books and records in connection with the Beer Garden and shall retain such records for a period of six (6) years, or as long as required by State and federal rules and regulations. Vendor shall maintain records of the services provided under this Agreement and shall make any such records available to the County upon request. In addition, Vendor will allow inspection of records and documents, insofar as it is permitted or required by State and federal law, with regard to any inspection or investigation of client. However, nothing in this Agreement requires Vendor to open the books or records of their business except as required by law. Further, Vendor does not waive any right to confidentiality of records except as required by law.
- 27 Insurance: County assumes no responsibility for any loss or damage to Vendor's personal property while in use or stored at or on the Premises.

Vendor shall obtain insurance at the following minimum limits:

- General Liability

- \$1,000,000 each occurrence
- \$1,000,000 personal and advertising injury
- \$1,000,000 general aggregate
- \$1,000,000 products and completed operations
- Auto Liability Insurance
 - \$1,000,000 Combined Single Limit
- Umbrella Liability Insurance on a following form basis
 - \$4,000,000 each occurrence
 - \$4,000,000 aggregate
 - Any combination of underlying coverage and umbrella equaling \$5,000,000 shall be acceptable
- Workers Compensation Statutory Limits plus:
 - \$100,000 E.L. Each Accident
 - \$100,000 E.L. Disease Each Employee
 - \$500,000 E.L. Disease Policy Limit

The following applies to all policies:

- Racine County is listed as an additional insured on the general liability, automobile and umbrella policies.
- All insurance must be placed with an insurance company with a minimum AM Best Rating of A- VII.
- All policies shall include a waiver of subrogation in favor of Racine County.
- The policies should not contain a communicable disease exclusion.

Vendor shall supply the county with a certificate of insurance showing proof of insurance coverage that meets all requirements.

28 Indemnification: To the fullest extent permitted by law, Vendor shall indemnify and defend the County, along with all of its respective officials, officers, agents, and employees, for, and hold it harmless from all liability, claims and demands on account of bodily injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Vendor, its agents, or employees. Vendor shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action. Nothing in this agreement shall require Vendor to indemnify the County against (i) the County's own negligence, willful misconduct, errors, or omissions, or (ii) a material breach or non-fulfillment of any material representation, warranty or covenant in this agreement by County.

29 Assignment and Subletting: Vendor may not assign this Agreement, in whole

or in part, or sublease any part of the Premises without the prior written approval of the Parks Manager or its designee.

- 30 Termination by County: County may terminate this Agreement: (a) if Vendor fails to comply with any provision in this Agreement, and such failure continues for thirty (30) days after a written notice from County setting forth in reasonable detail the nature of such default; or (b) if Vendor ceases to do business as an ongoing concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Vendor's assets or Vendor's interest in this Agreement.
- 31 Termination by Vendor: Vendor may terminate this Agreement: (a) if Owner fails to comply with any provision in this Agreement, and such failure continues for thirty (30) days after a written notice from Vendor setting forth in reasonable detail the nature of such default; (b) if any changes in any local, state or federal ordinances or regulations would result in material changes to Vendor's operations.
- 32 Partnership: Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Vendor or its successors or assigns. This Agreement does not create the relationship of principal and agent.
- 33 Non-waiver of Laws: Nothing in this agreement shall limit or waive statutory or common law or constitutional defenses or immunities applicable to Racine County regarding the Park or operation of the Beer Garden.
- 34 Notices: All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Vendor:
Hop Heads Hospitality and Events,
LLC Attn: Ken Michel, Jr.
9312 S. Oak Creek Court
Franklin, WI 53132

To County:
Racine County Clerk
Attn: Wendy M. Christensen
730 Wisconsin Avenue
Racine, WI 53403

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

The Parties have executed this Agreement as of the last date listed below.

HOP HEADS HOSPITALITY AND EVENTS, LLC

Kenneth Michel Jr.

Molly M. Michel

DATE: _____

DATE: _____

Racine County

DATE: _____

REQUEST FOR COUNTY BOARD ACTION

| | | | |
|------|-------------|-------------------------------------|--------------------|
| YEAR | <u>2023</u> | <input type="checkbox"/> | Resolution Request |
| | | <input type="checkbox"/> | Ordinance Request |
| | | <input type="checkbox"/> | Report Request |
| | | <input checked="" type="checkbox"/> | Information Only |

Requestor/Originator: Human Resources Director- Sarah Street

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Sarah Street
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: n/a

Does this request propose the expenditure, receipt or transfer of any funds? No

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/1/2023 Date of County Board Meeting to be Introduced: _____

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

2023 Update on Double Encumbered Policy.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

October 20, 2023

TO: Don Trottier
 Chairman, Finance and Human Resources Committee

FROM: Sarah Street
 Human Resources Director

RE: Update on Double Encumbered Policy

On July 6, 2022, the Finance and Human Resources committee agreed to allow critical positions to be temporarily filled by both the incumbent and the successor for up to three months, with the approval of the County Executive and Human Resources Director. This policy offers successors a smooth transition and adequate time for the transfer of knowledge. When the policy was approved, the committee requested to be updated on the use of this policy. To date, this policy has been or is currently being utilized for the following positions:

| Position Title | Incumbent | Successor | Dates of overlap |
|-----------------------------------------------------------|------------------|---------------|-----------------------------------|
| Interim Director of Public Works and Development Services | Julie Anderson | Roley Behm | February 9, 2023 – March 10, 2023 |
| Administrator of Aging and Disability | Michelle Goggins | Jelena Jones | October 4, 2023 – January 5, 2024 |
| Captain – Sheriff’s Office | Dan Adams | Kelly Goetzke | December 9, 2023- March 8, 2024 |

Sincerely,

Sarah Street, Director
 Racine County Human Resources Department