

It is expected that a Quorum of the Personnel Committee, Board of Public Works, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
TUESDAY, January 4, 2011
6:20 PM
or immediately following Common Council
AGENDA**

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE

1. [Administration Committee, 12/20/10](#)

D. ACTION ITEMS

1. [Reserve "Class B" Liquor License Policy \(Held 12/20/10\)](#)
2. Grant Agreements between Winnebago County and City of Menasha for the term Jan. 1, 2011 to Dec. 31, 2011 for:
 - a) [Senior Center Supervisor](#)
 - b) [Senior Center Activity Coordinator](#)
 - c) [Older Adult Health Screening Program](#)
3. [O-1-11 An Ordinance Relating to the Keeping of Fowl \(Introduced by Ald. Roush\) \(Recommendation of Sustainability Board and Plan Commission\)](#)
4. [R-1-11 Resolution Opposing the Reduction in Size of the Winnebago County Board of Supervisors \(Introduced by Ald. Englebert\)](#)

E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
December 20, 2010
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 7:00 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Zelinski, Englebert, Benner, Roush, Taylor, Wisneski, Langdon, Hendricks

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, FC Auxier, DPW Radtke, CDD Keil, C/T Stoffel, Lt. Sahr, Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. Administration Committee, 12/6/10

Moved by Ald. Englebert, seconded by Ald. Langdon to approve minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. Offer to Purchase – Chute Street Parking Lot

CDD Keil explained the Plan Commission discussed the purchase of the lot. The City currently leases a majority of the lot for additional parking for staff and businesses. The Plan Commission is supportive of pursuing the purchase of the lot. It might be necessary for future development. The City currently maintains the lot.

When asked about the condition of the lot, DPW Radtke answered some areas will need work, but the rest of the lot is in fair condition.

Moved by Ald. Hendricks, seconded by Ald. Langdon to recommend approval to Common Council

Motion carried on voice vote.

2. Reserve “Class B” Liquor License Policy

Mayor Merkes explained staff has been working on a policy for issuing reserve “Class B” liquor licenses and would like the Council’s input. Clerk Galeazzi gave a brief history of how reserve “Class B” licenses were created by the State.

General discussion on businesses that have economic impact; incentives for new businesses.

Moved by Ald. Hendricks, seconded by Ald. Langdon to hold for further consideration.

Motion carried on voice vote

E. ADJOURNMENT

Moved by Ald. Langdon, seconded by Ald. Hendricks to adjourn at 7:40 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk



MEMO

TO: Administration Committee

FROM: CDD Keil

SUBJECT: Reserve "Class B" Liquor License Policy

DATE: December 29, 2010

There are several unresolved issues associated with the revised grant guidelines of the "Class B" Liquor License Policy. Staff is recommending we hold off on forwarding it to the Council to be sure we're getting what we want from the grant guidelines.

Staff will finalize some recommendations and bring it back to the Committee.

GRANT AGREEMENT

Between

WINNEBAGO COUNTY

and

City of Menasha

for

Menasha Senior Center Coordinator

This GRANT AGREEMENT is made and entered into this 1st day of January 2011 by and between WINNEBAGO COUNTY, hereinafter referred to as "**COUNTY**," whether a department, board or agency thereof and City of Menasha, 140 Main Street, Menasha WI 54952, hereinafter referred to as "**GRANTEE**".

WITNESSETH:

WHEREAS the COUNTY by its Human Services Department whose address is 220 Washington Avenue, Oshkosh, Wisconsin 54901 desires to provide financial grant assistance to **GRANTEE** for the purpose of providing Menasha Senior Center Coordinator program services in Winnebago County and WHEREAS the **GRANTEE** whose address is 140 Main Street, Menasha, WI 54952, is able and willing to provide such program services; NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the **COUNTY** and the **GRANTEE** do agree as follows:

SECTION I: RESPONSIBILITIES OF GRANTEE

1. **TERM** – The term of this GRANT AGREEMENT shall commence as of the 1st day of January 2011, and shall terminate as of the 31st day of December 2011.
2. **GRANTEE** agrees to use monies provided through this GRANT AGREEMENT to undertake the aforementioned service program as described in the Winnebago County's Plan for Services to the Elderly 2010-2012, to consumers of Winnebago County Department of Human Services, which is hereby incorporated by reference into this GRANT AGREEMENT.

GRANTEE agrees to obtain prior approval from the **COUNTY** if funds covered under this GRANT AGREEMENT are to be used for purposes other than those described in Section III of the aforementioned Plan and Budget.

3. **GRANTEE** agrees to obtain prior approval by written amendment from the **COUNTY** for funds covered under this GRANT AGREEMENT to be used for purposes other than those described in GRANT AGREEMENT.

4. **ASSIGNMENT – GRANTEE** shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior consent of the **COUNTY**.

SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$15,820.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing Menasha Senior Center Coordinator.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2011. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days following end of Grant period as specified herein.
3. **GRANTEE** agrees to provide **COUNTY** monthly fiscal reports **within ten (10) working days** of the end of each calendar month and to complete other reports as requested by **COUNTY**. **COUNTY** shall reimburse **GRANTEE** within ten (10) days of the report due date with payment based upon actual expenses report by **GRANTEE**. **GRANTEE** agrees to submit a final year-end report, if applicable, by February 18, 2011.
4. **GRANTEE** shall in accordance with the Department of Treasury Internal Revenue Service Tax Equity and Fiscal Responsibility Act of 1982 submit to the **COUNTY** the **GRANTEE'S** Taxpayer Identification Number and Certification by completing and signing the Form W-9 attached hereto. **COUNTY** will comply with the reporting provisions assigned by federal and state tax laws.

SECTION III: AUDIT AND RECORD DISCLOSURES

1. **GRANTEE** shall maintain financial and accounting records, supporting documents, reports, and other materials pertinent to this GRANT AGREEMENT in accordance with the Wisconsin Department of Health Services Allowable Cost Policies Manual and shall retain such records and supporting documentation for a period of at least three years from the date of termination of this GRANT AGREEMENT.
2. **GRANTEE** shall, upon request, allow representative(s) of the State and **COUNTY** to have access to such records as may be necessary to confirm compliance with the specifications of this GRANT AGREEMENT.
3. **GRANTEE** shall submit to **COUNTY** a certified annual financial and compliance audit report completed in accordance with the Wisconsin Department of Health Services GRANTEE Agency Audit Guide and (for government agencies) the Federal Government Office of Management and Budget OMB Circular A-128 or (for non-governmental agencies) the Federal Government Office of Management and Budget OMB Circular A-133, if required by amount of funding within 180 days following end of Grant period as specified herein. In order for the audit requirements to be waived, **COUNTY'S** approval must be obtained prior to execution of this GRANT AGREEMENT.

4. **GRANTEE** shall submit to **COUNTY** complete copies of all management and internal control reports/letters prepared by the auditor. Copies of **GRANTEE'S** response to the reports/letters shall be submitted to **COUNTY**. These documents shall be submitted to the **COUNTY** within 30 days of receipt and/or completion by **GRANTEE**.
5. In the event that the **COUNTY** determines that amounts are owed to it by the **GRANTEE** subsequent to receiving the audit report, **COUNTY** is hereby authorized to deduct such sums from any funds approved for payment by **COUNTY** to **GRANTEE**.

SECTION IV: HOLD HARMLESS

1. **GRANTEE** agrees to at all times during the term of this agreement, indemnify, save harmless and defend the **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the **COUNTY**, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the **GRANTEE** furnishing the services or goods required to be provided under this agreement, provided, however, that the provision of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the **COUNTY**, its agencies, boards, commissions, officers, employees or representatives.
2. In no event shall the making of any payment required by this agreement constitute or be construed as a waiver by the **COUNTY** of any breach of the covenants of this agreement or a waiver of any default of the **GRANTEE** and the making of any such payment by the **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of the **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

SECTION V: CIVIL RIGHTS COMPLIANCE/DISCRIMINATION

1. **GRANTEE** agrees to comply with any and all applicable Equal Opportunity requirements under Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Service Health Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Omnibus Budget Reconciliation of 1981; and the Americans with Disabilities Act (ADA) of 1990; and, the Wisconsin Fair Employment Act.

The **GRANTEE** agrees to provide evidence of compliance of said federal requirements as determined by the US Department of Health and Human Services and the US Department of Agriculture per the following:

GRANTEE agrees to submit a Civil Rights Letter of Assurance (LOA) with the appropriate attachments as required by the State of Wisconsin regardless of the number of employees and the amount of the state and/or federal funding received.

GRANTEE'S that employ twenty-five (25) or more employees and has a total contracted dollar amount of \$25,000 or more throughout this time period agrees to complete a Civil Rights Compliance (CRC) plan with the appropriate attachments as required by the State of Wisconsin. The CRC plan must be kept on file and produced upon the **COUNTY'S** request.

2. **GRANTEE** agrees that:

- a. No otherwise qualified person shall be excluded from participation in or employment, or be denied the benefits of the same, or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin, ancestry, disability (as defined in Section 504 of the Rehabilitation Act and the Americans with Disabilities Act), arrest, or conviction record, sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in program participation and employment.
- b. The **GRANTEE** shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and consumers of services, and applicants for employment and employees. The complaint process shall be according to **COUNTY'S** standards and made available in languages/formats understandable to applicants, consumers, and employees.
- c. **GRANTEE** agrees that through its normal selection of staff, it shall employ staff with special language skills or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or hearing impaired consumers at no cost to the consumer, provide aids, assistive devices or other reasonable accommodations to the consumer during the application process, in the receipt of services and in the process of complaints or appeals; train staff in human relations techniques and sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, authorized representatives adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print, or typed information for visually impaired; posted and/or available informational materials in languages and formats appropriate to the needs of the consumer population.
- d. The **GRANTEE** agrees to comply with and follow Section 51.61 of the Wisconsin Statutes which establishes rights for individuals who receive purchased services and HFS 94 Wisconsin Administrative Code – Patient Rights, including the establishment of a Patient/Consumer Rights Grievance Procedure. The **GRANTEE** shall make available to the **COUNTY** a copy of the grievance procedure as required in Section 51.61 of the Wisconsin State Statutes. Further, the **GRANTEE** agrees to make available to the **COUNTY** information and statistics regarding the use of such a grievance procedure.

SECTION VI: GRANT AGREEMENT REVISIONS AND/OR TERMINATIONS

1. Failure to comply with any part of this GRANT AGREEMENT may be considered cause for revision up to and including termination.
2. **GRANTEE** shall return any grant funds to **COUNTY** not used for the intended purpose stated in this GRANT AGREEMENT.

3. Revision of this GRANT AGREEMENT must be agreed to by **COUNTY** and **GRANTEE** by an addendum signed by the authorized representatives of both parties.
4. **GRANTEE** shall notify **COUNTY** whenever it is unable to provide the required quality or quantity of services. Upon such notification, **COUNTY** and **GRANTEE** shall determine whether such inability will require a revision or cancellation of this GRANT AGREEMENT.
5. If **COUNTY** finds it necessary to terminate the GRANT AGREEMENT prior to the GRANT AGREEMENT expiration date for reasons other than non-performance by the **GRANTEE**, actual cost incurred by the **GRANTEE** may be reimbursed for an amount determined by mutual agreement of both parties.
6. This GRANT AGREEMENT can be terminated by 30-day written notice by either party.

SECTION VII: CONDITIONS OF THE PARTIES OBLIGATIONS

1. This GRANT AGREEMENT is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the **COUNTY** shall serve to terminate this GRANT AGREEMENT, except as further agreed to by the parties hereto.
2. Nothing contained in this GRANT AGREEMENT shall be construed to supersede the lawful powers or duties of either party.
3. It is understood and agreed that the entire GRANT AGREEMENT between the parties is contained herein, and that this GRANT AGREEMENT supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
4. **GRANTEE** shall comply with Wisconsin Administrative Code Chapters DHFS 12 and 13 and any related statutes in relationship to all persons employed or contracted with by **GRANTEE** to provide any services pursuant to this GRANT AGREEMENT and shall provide **COUNTY** with appropriate proof as to said compliance.

SECTION VIII: GRANTEE'S LEGAL STATUS

1. **GRANTEE** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, and that the persons executing this agreement on its behalf are authorized to do so. **GRANTEE** shall notify **COUNTY** immediately, in writing, of any change in address or **GRANTEE'S** legal status.
2. **WISCONSIN LAW CONTROLLING** – It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

GRANT AGREEMENT

Between

WINNEBAGO COUNTY

and

City of Menasha

for

Menasha Senior Center Activity Coordinator

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WITNESSETH:

WHEREAS the COUNTY by its Human Services Department whose address is 220 Washington Avenue, Oshkosh, Wisconsin 54901 desires to provide financial grant assistance to **GRANTEE** for the purpose of providing Menasha Senior Center Activity Coordinator program services in Winnebago County and WHEREAS the **GRANTEE** whose address is 140 Main Street, Menasha, WI 54952, is able and willing to provide such program services; NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the **COUNTY** and the **GRANTEE** do agree as follows:

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SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$9,921.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing Menasha Senior Center Activity Coordinator.
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- a. No otherwise qualified person shall be excluded from participation in or employment, or be denied the benefits of the same, or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin, ancestry, disability (as defined in Section 504 of the Rehabilitation Act and the Americans with Disabilities Act), arrest, or conviction record, sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in program participation and employment.
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2. **WISCONSIN LAW CONTROLLING** – It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

GRANT AGREEMENT

Between

WINNEBAGO COUNTY

and

City of Menasha

for

Older Adult Health Screening Program

This GRANT AGREEMENT is made and entered into this 1st day of January 2011 by and between WINNEBAGO COUNTY, hereinafter referred to as "**COUNTY**," whether a department, board or agency thereof and City of Menasha, 140 Main Street, Menasha WI 54952, hereinafter referred to as "**GRANTEE**".

WITNESSETH:

WHEREAS the COUNTY by its Human Services Department whose address is 220 Washington Avenue, Oshkosh, Wisconsin 54901 desires to provide financial grant assistance to **GRANTEE** for the purpose of providing Older Adult Health Screening Program program services in Winnebago County and WHEREAS the **GRANTEE** whose address is 140 Main Street, Menasha, WI 54952, is able and willing to provide such program services; NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the **COUNTY** and the **GRANTEE** do agree as follows:

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GRANTEE agrees to obtain prior approval from the **COUNTY** if funds covered under this GRANT AGREEMENT are to be used for purposes other than those described in Section III of the aforementioned Plan and Budget.

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4. **ASSIGNMENT – GRANTEE** shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior consent of the **COUNTY**.

SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$23,551.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing Older Adult Health Screening Program.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2011. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days following end of Grant period as specified herein.
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4. **GRANTEE** shall in accordance with the Department of Treasury Internal Revenue Service Tax Equity and Fiscal Responsibility Act of 1982 submit to the **COUNTY** the **GRANTEE'S** Taxpayer Identification Number and Certification by completing and signing the Form W-9 attached hereto. **COUNTY** will comply with the reporting provisions assigned by federal and state tax laws.

SECTION III: AUDIT AND RECORD DISCLOSURES

1. **GRANTEE** shall maintain financial and accounting records, supporting documents, reports, and other materials pertinent to this GRANT AGREEMENT in accordance with the Wisconsin Department of Health Services Allowable Cost Policies Manual and shall retain such records and supporting documentation for a period of at least three years from the date of termination of this GRANT AGREEMENT.
2. **GRANTEE** shall, upon request, allow representative(s) of the State and **COUNTY** to have access to such records as may be necessary to confirm compliance with the specifications of this GRANT AGREEMENT.
3. **GRANTEE** shall submit to **COUNTY** a certified annual financial and compliance audit report completed in accordance with the Wisconsin Department of Health Services GRANTEE Agency Audit Guide and (for government agencies) the Federal Government Office of Management and Budget OMB Circular A-128 or (for non-governmental agencies) the Federal Government Office of Management and Budget OMB Circular A-133, if required by amount of funding within 180 days following end of Grant period as specified herein. In order for the audit requirements to be waived, **COUNTY'S** approval must be obtained prior to execution of this GRANT AGREEMENT.
4. **GRANTEE** shall submit to **COUNTY** complete copies of all management and internal control reports/letters prepared by the auditor. Copies of **GRANTEE'S** response to the reports/letters shall be submitted to **COUNTY**. These documents shall be submitted to the **COUNTY** within 30 days of receipt and/or completion by **GRANTEE**.

5. In the event that the **COUNTY** determines that amounts are owed to it by the **GRANTEE** subsequent to receiving the audit report, **COUNTY** is hereby authorized to deduct such sums from any funds approved for payment by **COUNTY** to **GRANTEE**.

SECTION IV: HOLD HARMLESS

1. **GRANTEE** agrees to at all times during the term of this agreement, indemnify, save harmless and defend the **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the **COUNTY**, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the **GRANTEE** furnishing the services or goods required to be provided under this agreement, provided, however, that the provision of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the **COUNTY**, its agencies, boards, commissions, officers, employees or representatives.
2. In no event shall the making of any payment required by this agreement constitute or be construed as a waiver by the **COUNTY** of any breach of the covenants of this agreement or a waiver of any default of the **GRANTEE** and the making of any such payment by the **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of the **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

SECTION V: CIVIL RIGHTS COMPLIANCE/DISCRIMINATION

1. **GRANTEE** agrees to comply with any and all applicable Equal Opportunity requirements under Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Service Health Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Omnibus Budget Reconciliation of 1981; and the Americans with Disabilities Act (ADA) of 1990; and, the Wisconsin Fair Employment Act.

The **GRANTEE** agrees to provide evidence of compliance of said federal requirements as determined by the US Department of Health and Human Services and the US Department of Agriculture per the following:

GRANTEE agrees to submit a Civil Rights Letter of Assurance (LOA) with the appropriate attachments as required by the State of Wisconsin regardless of the number of employees and the amount of the state and/or federal funding received.

GRANTEE'S that employ twenty-five (25) or more employees and has a total contracted dollar amount of \$25,000 or more throughout this time period agrees to complete a Civil Rights Compliance (CRC) plan with the appropriate attachments as required by the State of Wisconsin. The CRC plan must be kept on file and produced upon the **COUNTY'S** request.

2. **GRANTEE** agrees that:
 - a. No otherwise qualified person shall be excluded from participation in or employment, or be denied the benefits of the same, or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin, ancestry, disability (as defined in Section 504 of the Rehabilitation Act and the

Americans with Disabilities Act), arrest, or conviction record, sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in program participation and employment.

- b. The **GRANTEE** shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and consumers of services, and applicants for employment and employees. The complaint process shall be according to **COUNTY'S** standards and made available in languages/formats understandable to applicants, consumers, and employees.
- c. **GRANTEE** agrees that through its normal selection of staff, it shall employ staff with special language skills or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or hearing impaired consumers at no cost to the consumer, provide aids, assistive devices or other reasonable accommodations to the consumer during the application process, in the receipt of services and in the process of complaints or appeals; train staff in human relations techniques and sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, authorized representatives adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print, or typed information for visually impaired; posted and/or available informational materials in languages and formats appropriate to the needs of the consumer population.
- d. The **GRANTEE** agrees to comply with and follow Section 51.61 of the Wisconsin Statutes which establishes rights for individuals who receive purchased services and HFS 94 Wisconsin Administrative Code – Patient Rights, including the establishment of a Patient/Consumer Rights Grievance Procedure. The **GRANTEE** shall make available to the **COUNTY** a copy of the grievance procedure as required in Section 51.61 of the Wisconsin State Statutes. Further, the **GRANTEE** agrees to make available to the **COUNTY** information and statistics regarding the use of such a grievance procedure.

SECTION VI: GRANT AGREEMENT REVISIONS AND/OR TERMINATIONS

1. Failure to comply with any part of this GRANT AGREEMENT may be considered cause for revision up to and including termination.
2. **GRANTEE** shall return any grant funds to **COUNTY** not used for the intended purpose stated in this GRANT AGREEMENT.
3. Revision of this GRANT AGREEMENT must be agreed to by **COUNTY** and **GRANTEE** by an addendum signed by the authorized representatives of both parties.
4. **GRANTEE** shall notify **COUNTY** whenever it is unable to provide the required quality or quantity of services. Upon such notification, **COUNTY** and **GRANTEE** shall determine whether such inability will require a revision or cancellation of this GRANT AGREEMENT.

5. If **COUNTY** finds it necessary to terminate the GRANT AGREEMENT prior to the GRANT AGREEMENT expiration date for reasons other than non-performance by the **GRANTEE**, actual cost incurred by the **GRANTEE** may be reimbursed for an amount determined by mutual agreement of both parties.
6. This GRANT AGREEMENT can be terminated by 30-day written notice by either party.

SECTION VII: CONDITIONS OF THE PARTIES OBLIGATIONS

1. This GRANT AGREEMENT is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the **COUNTY** shall serve to terminate this GRANT AGREEMENT, except as further agreed to by the parties hereto.
2. Nothing contained in this GRANT AGREEMENT shall be construed to supersede the lawful powers or duties of either party.
3. It is understood and agreed that the entire GRANT AGREEMENT between the parties is contained herein, and that this GRANT AGREEMENT supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
4. **GRANTEE** shall comply with Wisconsin Administrative Code Chapters DHFS 12 and 13 and any related statutes in relationship to all persons employed or contracted with by **GRANTEE** to provide any services pursuant to this GRANT AGREEMENT and shall provide **COUNTY** with appropriate proof as to said compliance.

SECTION VIII: GRANTEE'S LEGAL STATUS

1. **GRANTEE** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, and that the persons executing this agreement on its behalf are authorized to do so. **GRANTEE** shall notify **COUNTY** immediately, in writing, of any change in address or **GRANTEE'S** legal status.
2. **WISCONSIN LAW CONTROLLING** – It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

SECTION X: AUTHORIZATION

COUNTY enters into this GRANT AGREEMENT pursuant to and by authority of Winnebago County. **GRANTEE** enters into this GRANT AGREEMENT pursuant to and by authority of its Board of Directors, governing body, or other delegated designee, which has legal authority to enter into contractual agreements.

SECTION XI: INDEPENDENT CONTRACTOR STATUS

The parties agree that the **GRANTEE** is an independent contractor and that the **GRANTEE**, its employees and agents are not employees of **COUNTY**. **GRANTEE** agrees to secure at **GRANTEE'S** own expense all personnel necessary to carry out **GRANTEE'S** obligations under this agreement. Such personnel shall not be deemed to have any direct contractual relationship with the **COUNTY**.

GRANTEE
City of Menasha

COUNTY
WINNEBAGO COUNTY

Donald Merkes

Mark L. Harris **Date**
Winnebago County Executive

Date

Sue Ertmer **Date**
County Clerk

ORDINANCE O-1-11

AN ORDINANCE RELATING TO THE KEEPING OF FOWL

Introduced by Ald. Roush at the recommendation of the Sustainability Board and Plan Commission.

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Title 7, SEC. 7-1-16 is created to read as follows:

SEC. 7-1-16 KEEPING OF FOWL

(a) DEFINITIONS.

- (1) **Fowl.** For the purposes of this section, fowl shall be limited to chickens. Roosters shall not be permitted.
- (2) **Fowl Enclosure.** Any coop, cage, yard, run, cote, hutch, or similar structure or area designed or used to shelter or harbor fowl as defined in this section.

(b) PERMITS REQUIRED.

- (1) No person shall own, harbor, or keep any fowl or build, erect, maintain, or use any fowl enclosure within the City without first obtaining a Zoning Permit from the Community Development Department. Applicants shall submit the following information:
 - a. A Zoning Permit application.
 - b. A Zoning Permit fee as established by the Common Council.
 - c. A description of the number and type of fowl to be kept on the property.
 - d. A site plan drawn to scale showing the location and design of the proposed fowl enclosure and any related facilities including but not limited to fencing, mobile enclosures, and food and supply storage areas. The site plan shall show the setbacks and distances of the fowl enclosure in relation to all lot lines, structures, and residential structures located on adjacent properties.
 - e. Any additional information as deemed necessary by the Community Development Department.
- (2) A Zoning Permit shall be approved or denied in writing by the Zoning Administrator within thirty (30) days of application.

(c) STANDARDS. Fowl and fowl enclosures permitted under this section shall be subject to the following requirements:

- (1) A Zoning Permit for the keeping of fowl may be granted for owner-occupied residential properties in the R-1 Single Family, R1A Single Family, and R-2 Two Family Residence Districts. No more than one (1) such Zoning Permit shall be granted per property and may only be issued to the owner-occupant.
- (2) All fowl enclosures must be in compliance with the applicable zoning district requirements for accessory structures and the standards of this section.

- (3) Fowl enclosures shall be located in the rear yard area only and setback a minimum of twenty (20) feet from any residential structure on an adjacent lot.
- (4) No more than four (4) individual fowl shall be kept at any property.
- (5) No person shall own, harbor, or keep any fowl which habitually and loudly calls or crows to the great discomfort of the peace and quiet of the neighborhood or in such a manner as to materially disturb or annoy persons in the neighborhood who are of ordinary sensibilities.
- (6) Fowl shall be provided regularly with fresh, clean water and food.
- (7) Fowl shall be provided with a covered, protective enclosure and must be kept within the covered enclosure or a fenced enclosure at all times.
- (8) Fowl enclosures shall be designed to meet the following standards:
 - a. Allow for protection from the elements and predators;
 - b. Provide regular access to the outdoors and natural light;
 - c. Provide sufficient space for free movement and behavior.
- (9) All fowl enclosures shall be maintained in a clean, sanitary condition, free from all objectionable odors, and designed to prevent waste from contaminating stormwater runoff.
- (10) Feed shall be stored in secure containers protected from rodents, insects, and other animals.
- (11) No person shall slaughter any fowl outside of a principal structure or accessory building.

(d) ENFORCEMENT.

- (1) All fowl enclosures and related premises are subject to inspection by the Zoning Administrator and/or designee.
- (2) The Zoning Administrator and/or designee shall enforce this section in accordance with Sec. 13-1-133.
- (3) Failure to comply with the standards of this ordinance may subject the permit holder to the penalties listed in Sec. 1-1-7 and/or revocation of the Zoning Permit.
- (4) Decisions by the Zoning Administrator and/or designee based on this ordinance shall be subject to appeal to the Board of Appeals.

SECTION 2: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this day of January, 2011.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

Backyard Chicken Keeping Myths and Facts

Adopted from an article by John Harrison, Kim Pray, Ashley Doolittle and Kathryn Chambless

(http://jkeneghan.com/city/meetings/2010/Feb/02092010_Planning_Backyard%20Chicken%20Keeping%20-%20Myths%20and%20Facts.pdf)

1. **Myth: Chickens are noisy.**

Facts: The main rule for keeping urban chickens is “NO ROOSTERS ALLOWED.” Hens do not make a ruckus in the morning like their male counterparts and they are fast asleep in their coop by the time the sun goes down. (As you probably know, hens do lay eggs without the aid of a rooster. Roosters are only needed if you want to have fertilized eggs for baby chicks.) Hens make a soft clucking noise that is less noisy than a barking dog or a leaf blower.

2. **Myth: Chickens are messy and smelly.**

Facts: Chickens themselves do not smell. This is a fact. It is only their feces that has the potential to smell which is also true of feces from dogs, cats, rabbits or any other animal that is outside. A 4-pound laying hen produces 0.0035 cu ft of manure per day. According to FDA, an average dog generates $\frac{3}{4}$ of a pound of manure a day that cannot be composted because of the harmful bacteria and parasites (hookworms, roundworms and tapeworms) that can infect humans. This waste is considered a major source of bacterial pollution in urban watersheds. Source: <http://www.pacshell.org/projects/petwasteinfo.htm#facts>. Dog waste contains higher concentrations of nitrogen and phosphorus than cows, chickens or pigs and is a major contributor of excessive nutrients that flow into ground and surface waters through runoff from city sidewalks and lawns. Source: www.csld.edu/Downloads/Sussman_2008_DogParks.pdf.

The reason people fear an odor problem is because their only experience with chickens, if they have any at all, is on a farm or commercial poultry operation. Under these circumstances, hundreds if not thousands of chickens are sometimes kept in crowded conditions with poor ventilation and without proper cleaning. As a result, ammonia can build up and these facilities can stink. There is a huge difference between these environments and the very popular and rapidly growing



hen movement. A backyard chicken coop housing 4 hens does not create the odor issue that is concerning some residents.

3. Myth: Chickens attract rodents/predators.



Facts: The truth is that rodents already exist in the city and are attracted to any unprotected food source like bird seed, dog food, cat food, open trash cans, fruit trees, and even koi ponds. There are preventative measures (chicken feed containers and coop designs) to nearly eliminate this concern.

4. Myth: Backyard chickens will decrease property value.

Facts: There is absolutely no evidence that keeping pet hens within the ordinance guidelines would have any effect on property values. This is property rights issue and while it is

necessary to protect neighbors from any potential nuisance, homeowners should have as much freedom as possible with minimal government interference. If property values decreased with backyard chicken keeping, why would major cities like Atlanta, New York, Chicago, Los Angeles, Las Vegas, Denver, and Madison, WI, support backyard chicken keeping?

Urban chicken keepers, like all good pet owners, are concerned about how their chickens might be affecting their neighborhood. They want their chickens to be a positive experience for everyone and they make an effort to keep an open dialog with their immediate neighbors to ensure any concerns or issues are addressed. The American Poultry Association advises that the rights of neighbors must be considered when raising chickens in the city, and that structures and materials used should blend into the neighborhood's existing structures. Actually, chickens can be kept in a yard so inconspicuously, that it may not be apparent that chickens are even around. There are eggs to share, and a chicken coop in the neighborhood can actually be a conversation starter, and thus it can enhance a neighborhood community.

5. Myth: Chickens will create a health hazard.

Facts: In the US, there is no need at present to remove a flock of chickens because of concerns regarding avian influenza. The U.S. Department of Agriculture monitors potential infection of poultry and poultry products by

avian influenza viruses and other infectious disease agents. **H5N1 virus (Avian Flu) does not usually infect people, but since November 2003, nearly 400 cases of human infection with highly pathogenic avian influenza A (H5N1) viruses have been reported by more than a dozen countries in Asia, Africa, the Pacific, Europe and the Near East. Highly pathogenic avian influenza A (H5N1) viruses have NEVER been detected among wild birds, domestic poultry, or people in the United States. Source: www.cdc.gov/flu/avian/**

Research shows that there are actually more diseases that can be spread from dogs and cats than from chickens. Dogs and cats can spread parasites, bacteria, fungi and viruses to humans. Rabies is an example of a viral infection that can be transmitted to people from the saliva or bite of a dog. Cat Scratch Fever is a bacterial infection passed to people by cats. Each year, 25,000 cases are diagnosed in the U.S. Ringworm, a highly contagious fungal infection, can be transmitted to humans by touching an infected animal's fur or skin and is common in cats that roam freely. Roundworm, hookworm, tapeworm and Giardia are intestinal parasites



that can be passed to humans from pet waste. There are also a number of tick-borne diseases that can be brought home from dogs and cats like Lyme disease and Rocky Mountain spotted fever. Chickens can actually keep your yard healthier because they eat ticks and insects.

6. Myth: A chicken coop is an eyesore.

Facts: City coops are typically small, clean and attractive because people love their pets and live in close proximity to them. Attractive and inexpensive coop designs are available on various websites for those who are not able to build their own. There are many books and websites available on coop construction. Currently, rabbit hutches, dog houses, play sets and workshops are all considered accessory structures and are

legal. Chicken coops are very similar to rabbit hutches in size, design and function and should also be considered accessory structures.

7 **Myth: Backyard Chicken keeping is a fad.**

Facts: Chickens have been domesticated since 10,000 BC and have played an important part of life ever since. Many of our grandparents had victory gardens and knew how to grow vegetables, can food, and raised their own chickens. But this valuable knowledge seems to have skipped a generation (or two) and we are anxious to bring it back on a smaller scale so that our children will not be so far removed from these basic skills that they think food comes only from the grocery store. Raising hens in the backyard is a tremendous opportunity for parents to teach their children about the responsibility that comes with caring for a pet and because of their small size and friendly demeanor, young children can easily handle hens without the fear of being bitten.

Backyard chicken keeping requires extensive planning and preparation. You can't just go to the pet store to get chickens like a dog or cat or any other pet. It takes a great deal of time to conduct all the research, build a coop, acquire all the necessary feeding and watering supplies and then to finally get the chickens themselves.

8 **Backyard Chickens and Sustainability**

Sustainability, even though a broad concept, can best be thought of for our purposes here as an effort to minimize our impact on the resources of the earth. As regards the new urban backyard chicken movement, several outcomes are desired:

1. **Better food source for eggs.**

While the nutritional superiority of organic and homegrown eggs vs. conventional store-bought eggs may be debatable, it is certainly true that any harmful effects of antibiotics, hormones, or other chemical additives would be avoided with homegrown eggs.

Anecdotally, those who keep chickens may boast about happier chickens yielding happier eggs, but the growing sustainable and humane food movement has exploded—



organic groceries in the US going from about \$14 billion in 2005 to an estimated \$24 billion in 2010.²

2. **Compost/fertilizer.** Chicken manure is a sought after fertilizer, and chicken litter (the wood shavings on the bottom of a chicken coop to absorb droppings) provide a weekly addition of about 3 - 4 pounds of organic material from the average backyard flock of hens. Even if there is no compost pile, chicken droppings or chicken litter may be placed directly around trees, shrubs, flowers, vegetables, or other plants as a general organic fertilizer. When chickens are allowed to visit a compost pile, they will perform needed labor: toss the compost pile, shred leaves, and remove unwanted grubs or maggots.
3. **Food waste consumption.** Backyard chickens delight in eating vegetable scraps from the kitchen. All types of fruit and vegetable discards such as apple cores, peelings, stalks, etc., can be diverted to the chickens instead of to the trashcan or garbage disposal. In many cases, it may be preferable to feed such veggie discards to chickens rather than composting them (where they may attract rodents).
4. **Insect and weed control.** If chickens are allowed to roam a small backyard lawn even for a short period, they can perform the useful tasks of weed and insect removal. Weeds with seeds are a prime target for chicken grazing. In the spring chickens will feast especially on dandelions, chick weed, and other low seed-bearing weeds to help the lawn. During the winter, warm-season grass lawns can benefit from chicken grazing since the birds will select out the green weeds in an otherwise brown winter lawn. Similarly, chickens spending a short time in the yard will help rid it of many unwanted insects and grubs. Mosquitoes have reduced chance in shallow water exposed to chickens since the birds will feast on the insects in addition to disturbing the larvae. This "animal" solution to weed and insects would be seen as more sustainable in that pesticides and herbicides could be (and indeed should be) avoided, if the birds have access to a lawn area.
5. **Low impact pet.** Contrary to their commercially raised counterparts, backyard chickens are a decidedly easy to care for "low impact" pet. A two-gallon water supply will last almost a week in average weather (for a flock of six), and chicken feed is, well, as cheap as chicken feed. Typically these are the only resources required once an adequate coop is built. Backyard chickens should not require soaps, chemicals, medicines or other intrusive products. Their nesting material is hay (wheat straw), and a single bale will supply more than enough for the season. In terms of the commercial feed used, it is generally made from leftover animal, soy, and corn meal, commonly mixed without hormone or antibiotic additives.

6. **Potential energy product.** Although not commonly part of the backyard chicken cycle of sustainable events, chicken litter can be used as a fuel source in some types of wood burning stoves. Commercially, chicken litter is pelletized for fertilizer or pellet burning stoves. Should a homeowner have a more advanced "green" heating system, chicken litter could be used in some heating stoves as a supplement.
7. **Flock role in a backyard ecosystem.** Backyard chickens can be part of a larger backyard ecosystem not only in their feeding, grazing, and waste recycling roles, but also by being a component in a symbiotic relationship with other pets, namely dogs. All herding dogs and many other mixed breed dogs gain great pleasure and purpose in watching over backyard chickens, whether they are in the coop or out on the occasional graze. "Guarding" the flock can be perceived as a job and for the herding dog and can distract those hyperactive herding dog from other annoying behaviors. In return, the dogs will definitely deter crows, hawks or other predators from lighting in the yard.

In summary, the raising of backyard chickens yields several bona fide and scientifically demonstrable ways to open the eyes of the average citizen to the world of sustainable behaviors as it provides for a safe source of eating.

Final Thoughts

" Chickens suffer from a PR problem. People think they are dirty, noisy and smelly. The truth, a few cared for hens are cleaner and quieter than one big dog or the three neighborhood cats that poop in the flower bed. Plus you get eggs....." The Wall Street Journal

FORT COLLINS - The noise over last year's controversial urban poultry farming ordinance has died down with barely a squawk. Since the chicken ordinance went into effect in September 2008, 36 households have acquired chicken licenses. To compare, in the same time period, animal control in Fort Collins responded to 14,314 calls through last Wednesday. Of those, six calls concerned chickens, according to Bill Porter, director of animal control with the Larimer Humane Society. "Not much has happened," Porter said. "There were four calls of complaints from roosters crowing. ... The other two regarded smell and location of the coop, and both cases were unfounded."
<http://m.9news.com/news.jsp?key=216227>

RESOLUTION R-1-11

RESOLUTION OPPOSING THE REDUCTION IN SIZE OF THE
WINNEBAGO COUNTY BOARD OF SUPERVISORS

INTRODUCED BY ALDERMAN ENGLEBERT

WHEREAS, the Common Council of the City of Menasha, Winnebago County, Wisconsin has an obligation to serve its residents for the governing and operating of the City of Menasha; and

WHEREAS, in serving our community, the City of Menasha needs representation at the county level for its residents and its businesses; and

WHEREAS, the Winnebago County Board has studied various alternatives pertaining to the size of the County Board; and

WHEREAS, the Winnebago County Board, after having reviewed and discussed this matter thoroughly has determined that the size of the Winnebago County Board should remain at 36 members to be effective;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Menasha recommends that the Winnebago County Board of Supervisors remain a Board of Supervisors of 36 to encourage representation of all municipalities, residents and businesses within Winnebago County.

Passed and approved this day of , 2011

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk