



## AGENDA

### ADMINISTRATIVE COMMITTEE

February 7, 2019

**1:00 p.m.**

Annex Conference Room

Marinette County Courthouse

1. Call to meeting to order
2. Approval of agenda and amendment
3. Approval/correction of minutes – January 17, 2019
4. Public Comment – Speaker will be limited to 5 minutes
5. Correspondence
6. Reports of outside agencies and others
7. Discussion only – IT Department monthly report (attachment)
8. Discuss/consider recommending County Board approve CISCO support renewal at a cost of \$43,278.59, action if any
9. Discuss/consider recommending County Board approve entering into an agreement with Multimedia Communications & Engineering (MCE) for fiber optic engineering and management services, subject to Corporation Counsel's approval, action if any
10. Discuss/consider recommending County Board renew F&D Companies of Maryland 2019 Public Employees Blanket Bond/Crime insurance, with pro-rated premium to amend the expiration date to 01-01-2020 for \$1,677.00, action if any
11. Discuss/consider approving First Amendment to US Bank contract #00612 Commercial Card Services, subject to Corporation Counsel's approval, action if any
12. Discuss/consider Schedule of Appropriation Entries, action if any
13. Presentation of paid invoices
14. Discuss/consider recommending County Board approve Resolution Establishing Property Assessed Clean Energy (PACE) Program for Marinette County, subject to Corporation Counsel's approval, action if any

15. Discuss/consider recommending County Board approve Ordinance Creating Section 3.20, "Property Assessed Clean Energy Financing", of the Marinette County Code of Ordinances, subject to Corporation Counsel's approval, action if any
16. Discuss/consider recommending County Board approve Joint Exercise of Powers Agreement relating to Wisconsin PACE Commission, subject to Corporation Counsel's approval, action if any
17. Discuss/consider recommending County Board support the North Central Land & Water Conservation Association RESOLUTION #1 TO RESTORE 3.6 MILLION IN FUNDING TO UW EXTENSION at the Wisconsin Land & Water Conservation Association Annual Conference Business Meeting, action if any
18. Discuss/consider recommending County Board support the Southern Area Land & Water Conservation Association RESOLUTION #2 RECOMMEND CHANGES TO THE WISCONSIN FARMLAND PRESERVATION PROGRAM at the Wisconsin Land & Water Conservation Association Annual Conference Business Meeting, action if any
19. Discuss/consider recommending County Board support the Southern Area Land & Water Conservation Association RESOLUTION #3 IN SUPPORT OF REFORMING WISCONSIN'S EMINENT DOMAIN LAWS at the Wisconsin Land & Water Conservation Association Annual Conference Business Meeting, action if any
20. Human Resources Director's Report
21. Future agenda items
22. Identify next meeting date
23. Adjournment

#### Attachments

- 2019/2020 Meeting Calendar

Addendum(s) when applicable

Mark Anderson  
Tricia Grebin  
John Guarisco  
Don Pazynski  
Rick Polzin  
Vilas Schroeder

Supervisors present at this meeting may constitute an unintended quorum of other County Board committees. Supervisors appointed to the committee shall participate in action. Others may be present to listen and observe.

**NOTE:** Agenda items may not be considered and acted upon in the order listed

If you are an individual who needs a special accommodation while attending the meeting as required by the "Americans With Disabilities Act", please notify County Clerk Kathy Brandt, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD 715-732-7760)

1926 Hall Avenue, Marinette, WI 54143-1717

## **PUBLIC COMMENT PROCEDURE**

Marinette County Code of Ordinances

Chapter 2 – COUNTY GOVERNMENT

Section 2.04 - COUNTY BOARD RULES OF PROCEDURES

**(7)(k) Rules of Order.** Any person not a member of the Board/Committee, desirous of addressing the Board/Committee under public comment on any subject, shall first obtain permission from the Board/Committee Chairperson. All such addresses shall be limited to 5 minutes unless otherwise extended by the Board/Committee Chairperson.

**(10)(a) Suspending, Changing and Interpreting the Rules.** These rules may be suspended by affirmative vote of two-thirds of the members present. The vote on any motion to suspend the rules shall be taken by roll call vote.



## MINUTES

### Administrative

January 17, 2019

9:00 a.m.

Annex Conference Room

Marinette County Courthouse

**MEMBERS PRESENT:** Supervisors Mark Anderson, Tricia Grebin, John Guarisco, Don Pazynski, Rick Polzin, and Vilas Schroeder

**MEMBERS EXCUSED:**

**OTHERS PRESENT:**

Deputy County Clerk Bobbie Borkowski, County Administrator John Lefebvre, Corporation Counsel Gale Mattison, Assistant Finance Director Laura Mans, Treasurer Bev Noffke, Wellness Committee Members Nicole Albrecht and Hollie Viestenz, Supervisor Bob Holley, Eagle Herald, Bay Cities Radio and Peshtigo Times

#### 1. Call to Order

Chair Schroeder called the meeting to order at 9:00 am.

#### 2. Agenda

Motion (Polzin/Anderson) to approve agenda and addendum. Motion carried. No negative votes.

#### 3. Minutes

Motion (Guarisco/Grebin) to approve Administrative minutes of December 13, 2018. Motion carried. No negative votes.

#### 4. Public Comment – None

#### 5. Correspondence – None

#### 6. Reports of Outside Agencies and Others - None

#### 7. Tentative Collective Bargaining Agreement with WPPA

Motion (Pazynski/Grebin) to recommend County Board approve tentative collective bargaining agreement with Wisconsin Professional Police Association. Motion carried. No negative votes.

#### 8. IT Report – Exhibit A

**9. Purchase of ArcServe Data Backup/Recovery Solution**

Motion (Anderson/Guarisco) to recommend County Board approve purchase of ArcServe data backup/recovery solution from Axcel Technologies at a cost of \$74,711. Motion carried. No negative votes.

**10. Agreement Fiber Optic Communication link for UWGB – Marinette Campus**

Motion (Polzin/Guarisco) to recommend County Board approve entering into agreement with the University of Wisconsin-Madison for UW of Wisconsin-Green Bay Marinette Campus for construction, utilization and maintenance of fiber optic communication link from UWGB – Marinette Campus to the MERIT hut, subject to Corporation Counsel's approval. Motion carried. No negative votes. Exhibit B

**11. Transfer \$135,000 from 2019 Contingency to Self-Insurance Fund**

Motion (Guarisco/Anderson) to recommend County Board approve transfer of \$135,000 from 2019 contingency fund 51901000-52498 to self-insurance fund 51962000-52350. Motion carried. No negative votes.

**12. Transfer of \$15,000 from 2019 Contingency fund to Wellness Fund**

Motion (Anderson/Pazynski) to recommend County Board approve transfer of \$15,000 from 2019 contingency fund 51901000-52498 to wellness fund 51432000-52406. Motion carried. No negative votes.

**13. 2.5% Cost of Living Adjustment for Part Time Positions**

Motion (Guarisco/Pazynski) to recommend County Board approve Cost of Living Adjustment of 2.5% effective January 27, 2019 for all part-time positions not identified in the County's Grade Order List Step Plan. Motion carried. No negative votes.

**14. Finance Director's Report**

- Monthly Investment Report – November \$37,269,820.33  
December \$36,728,334.60
- TRR Report CDs – Exhibit C
- TRR Report MM and LGIP – Exhibit D
- TRR Report US Agencies – Exhibit E
- 2018 Collections – Exhibit F

**15. Appropriation Entries – Exhibit G**

Motion (Guarisco/Grebin) to recommend County Board approve transfer of \$674.98 from fund balance 210-34290 to Purchase of Service account 53635000-52291 to cover well testing. Motion carried. No negative votes.

Motion (Polzin/Anderson) to recommend County Board approve transfer of \$5,595 from fund balance 210-34920 to 2019 Purchase of Service account 53635000-52291 for \$1,650 WI DNR plan review fee and \$3,945 consultant fee to draft leachate irrigation plan. Motion carried. No negative votes.

Motion (Grebin/Guarisco) to approve 2018 and 2019 Schedule of Appropriation Entries as presented. Motion carried. No negative votes.

**16. Update on Health and Dental Insurance Transition** – Discussion only.

**17. Schedule of Paid Invoices**

Committee reviewed December Schedule of Paid Invoices totaling \$219,345.54

**18. Future Agenda Items**

- PACE program

**19. Adjournment**

Motion (Pazynski/Guarisco) to adjourn 10:23 a.m. Motion carried. No negative votes.

Next meeting date – Thursday, February 7, 2019 – 9:00 a.m.

Bobbie Borkowski  
Deputy County Clerk

Date approved/corrected:

## Summary Monthly Report February 2019

In addition to the daily operational and support tasks, the following activities are notable:

**Updated:** Public Safety Software – Spillman on site week of March 12<sup>th</sup>, 2019 to begin process review and documentation.

**Updated:** Server upgrades – approximately 50 42 servers to upgrade to new operating system. Developing data migration split plan.

**Ongoing:** New Helpdesk tracking system installation – currently practicing with new system and developing workflow processes.

**Ongoing:** Employee email security training – awaiting policy update – have sent out additional phishing tests with improved results.

**No Change:** Cabling installed, access points installed, switching/routing to be configured late January, early February.

**On Hold By State of Wisconsin:** CCA Horizon Project – State of Wisconsin call center replacement (late 2018 – early 2019) depending on when the software is ready.

Completed approximately 10 hours of staff training this month.

### **Upcoming Projects of Significance**

Fiber Optic expansion

TCM web migration setup and startup (about 12 month project)

Syslog Server

County Boardroom technology cleanup and refresh

**SMARTnet RENEWAL QUOTE FOR MARINETTE COUNTY  
EFFECTIVE COVERAGE CO-TERMED THROUGH FEBRUARY 15, 202**



CDW  
Account Manager: Amanda Fischer

**Please Note: This Quote is valid until January 18, 2019**  
Quotes Generated On: November 27, 2018

*CDW Proprietary and Confidential*

Contract Type	Contract Number	Quote Number	Service Description	Annual Cost	Prorated Cost	Discounted Cost
SNT	93295185	341290039	8x5xNext Business Day	\$ 21,336.00	\$ 20,105.66	\$ 15,682.41
SNTP	93295185	341290039	Premium 24x7x4	\$ 9,026.00	\$ 9,026.00	\$ 7,040.28
C4P	93295185	341290039	Onsite Premium 24x7x4	\$ 1,871.00	\$ 1,871.00	\$ 1,459.38
SSSNT	201472346	341290039	SSSNT	\$ 1,200.00	\$ 930.41	\$ 725.72
ECMU	95368893	341290039	ECMU	\$ 4,773.00	\$ 4,970.38	\$ 3,876.90
ECDN	93295185	341290039	ESS WITH 8X5XNBD	\$ 21,312.04	\$ 18,581.91	\$ 14,493.90



**Total:** \$ 59,518.04 **\$ 43,278.59**



**Multimedia Communications & Engineering, Inc.**  
 PO Box 11064 Green Bay, WI 54307  
 P: 877.870.6968 | 920.301.7900 | www.mcewi.com

**Quotation: 01302019-01**

Date: 1/30/2019

**TERMS**  
 Valid for 60 days/negotiable  
 Payment Due Net 30 days

**PREPARED BY**  
 Joel Mikulsky - Civil Engineering Tech.  
 P: 920.301.7901  
 E: jmikulsky@mcewi.com

CUSTOMER	
Company Name	Marinette County
Contact	Kevin Solway
Address	1926 Hall Ave.
City/State/Zip Code	Marinette, WI 54143
Phone	715-732-7480
Email	<a href="mailto:kevin.solway@marinettecounty.com">kevin.solway@marinettecounty.com</a>

**SERVICES**

	Description	Total
<b>Marinette County: 2019 Redundancy and UW Connection Project Engineering</b>		
1	Main Ring Engineering Services	\$33,103.66
2	UW Connection Engineering Services	\$9,876.06
3	Hut to Courthouse Engineering Services	\$28,916.05
	Underground Engineering a. Identification of existing utilities along the entire underground route with GPS equipment producing subcentimeter mapping accuracy b. Identify location of new duct/fiber c. Submit proposed route to City for approval d. Assist with City Occupancy Agreement and any required permitting e. File permit applications for State Highway crossing/parallel encroachment, and County Highway crossing/parallel encroachment f. Work with WI DNR for wetland preservation and/or water crossing applications CAD Services (Engineering) a. Creation of CAD plans scaled to 1"=50' showing all underground route placement information to include location of existing utilities b. Creation of CAD drawings showing logical layout of fiber optic cable plant and termination fields c. Creation of CAD Overview map indicating general route and grid outlining the 1"=50' detailed map locations. d. Creation of detailed splicing tables for fiber optic cable fusion splicing RFP Creation a. Creation of written labor specification outlining bidding procedures, contractor requirements, and scope of project. b. Creation of written material specification for procurement of fiber optic cable and accessories c. Coordination of Bidder walkthrough d. Creation of all necessary Addendums e. Bid response analysis	
		<b>\$71,895.77</b>

**IF PROJECT MOVES FORWARD:**

- Main Ring Project Management Services = \$31,199.67
- UW Connection Project Management Services = \$6,341.33
- Hut to Courthouse = \$19,853.11

Sub Total	\$71,895.77
Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$71,895.77</b>

**AUTHORIZATION**

  
 \_\_\_\_\_  
 Authorization  
 Multimedia Communications & Engineering

\_\_\_\_\_  
 Authorization  
 Authorized Customer Representative

1/30/2019  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Customer PO

*This Quotation has been prepared using information that was provided from the customer through interaction with authorized Multimedia Communications & Engineering (MCE) staff. The validity of this quotation has hereby been determined from this information. Changes in scope of services could render parts or all of this quotation invalid, unless otherwise negotiated by MCE staff and the Customer.*

**Marinette County**

**4/1/2019 - 4/1/2020 RENEWAL QUOTE**

**# CCP 005 1956**

**PUBLIC EMPLOYEE BLANKET BOND / CRIME : F&D Companies of Maryland**

<b>Coverages</b>	<b>Current Limits</b>	<b>Current Deductible</b>
Employee Theft – Per employee	100,000	NIL
Forgery & Alteration	-	-
Monies & Securities (in & Out)	100,000	1,000
Computer Fraud	100,000	1,000
Funds Transfer Fraud	100,000	1,000
<b>Total Annual Premium</b>	<b>\$2,227.00</b>	
<b>Pro-rated premium to amend exp date to 1/1/20</b>	<b>\$1,677.00</b>	

**Other Endorsements:**

CR 25 19 Faithful Performance

Coverage 1 Limit

*Sign, date and return this page to:*

*Lori Heacox*

*Fax: 262-783-6091 or Email: [lheacox@aeqis-wi.com](mailto:lheacox@aeqis-wi.com)*

Check here to renew coverage to be bound on 4/1/2019 - 4/1/2020

Check here to amend the expiration date to 1/1/20 to coincide with other insurance policies

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



CORPORATE PAYMENT SYSTEMS  
901 Marquette Avenue South  
Suite 1800  
Minneapolis, MN 55402

January 25, 2019

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

RE: Amendment Notice to Participation Addendum to Contract #00612 Issued on behalf of Western States Contract Alliance (WSCA NASPO) – Commercial Card Solutions For Purchasing, Travel, One Cards, Declining Balance, and Fleet Cards dated March 31, 2015 between U.S. Bank National Association and State of Wisconsin, Department of Administration (“Participation Addendum”)

U.S. Bank File #1-047139

Dear Readers:

We want to bring to your attention certain amendments that have been made to your Commercial Card Master Agreement and remind you of your right to terminate your agreement before such amendments become effective. On June 19, 2018, the State of Washington Department of Enterprise Services, acting as lead state for NASPO ValuePoint (formerly Western States Contracting Alliance (WSCA)), and U.S. Bank amended Contract No. 00612 for Commercial Card Services, Category 1 - Purchasing, Travel, One and Declining Balance. On December 4, 2018, the State of Wisconsin and U.S. Bank amended its Participation Addendum (Amendment No. 1). These amendments extend U.S. Bank's NASPO ValuePoint Agreement with the State of Wisconsin for two years and modify certain pricing terms. Specifically, Amendment No. 1 replaces the Large Ticket pricing with Discount Interchange Rate Program pricing, which encompasses Large Ticket rates, the Visa Partnership Program, as well as other interchange programs entered into by the Associations, the State of Wisconsin, merchants, or others whereby the parties to those interchange programs have agreed to lower interchange rates for certain Transactions referred to as Discount Interchange Rate Program (DIRP). Additionally, Amendment No. 1 increases the rate for your Standard Volume by 20 basis points.

The foregoing is only a summary of Amendment No. 1 and you are encouraged to review Amendment No. 1 for a complete description of these modifications. To view the NASPO ValuePoint Contract, Participation Addendum, and amendments visit: <https://www.naspovaluepoint.org/portfolios/portfolio-contractor/us-bank/>

If you do not accept these amendments and would like to terminate your agreement with U.S. Bank, please sign the termination letter below and return it to U.S. Bank Corporate Payment Systems, Contract Services, 901 Marquette Ave. S., Ste. 1800, Minneapolis, MN 55402 by February 15, 2019. If you fail to timely deliver the termination letter, you will be deemed to accept the terms contained in Amendment No. 1 and will continue to be bound by all other terms and conditions of the Participation Addendum, as amended.

We value your business and look forward to our continued partnership. If you have any questions, please email your U.S. Bank Relationship Manager.

Sincerely,

Brad W. Hoffelt  
Senior Vice President

Enclosure: Notice of Termination of Participation in NASPO ValuePoint  
CC: CPS Contract Manager, CPS Relationship Manager



CORPORATE PAYMENT SYSTEMS  
901 Marquette Avenue South  
Suite 1800  
Minneapolis, MN 55402

Notice of Termination of Participation in NASPO ValuePoint

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (the "Customer"), for whom I am an authorized signer, hereby notify U.S. Bank that the Customer declines to adopt Amendment No. 1 program to the State of Wisconsin's Participation Addendum and requests termination of Customer's NASPO ValuePoint Political Subdivision Addendum by February 28, 2019. The Customer shall repay all outstanding obligations it owes to U.S. Bank within 30 days of this cancellation.

Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**ADMINISTRATIVE COMMITTEE MEETING  
APPROPRIATION ENTRIES FEBRUARY 7, 2019**

Department	2018	JE#/Period	Amount	Increase/Decrease	Org	Object
Dispatch	Carryover funds from 2018 to 2019 for radio install, furniture install, and text to 911 projects not completed in 2018.	1036/2018-12	\$ 420,023.41	Decrease	52150000	53890
			\$ 420,023.41	Increase	100	34290
Sheriff	Carryover funds from 2018 to 2019 to complete the LEC software project	1037/2018-12	\$ 519,632.17	Decrease	52110000	53890
			\$ 519,632.17	Increase	100	34290
Child Support	Year-end clean up of Child support accounts	1038/2018-12	\$ 17,374.64	Decrease	51336000	50111
			\$ 8,665.23	Increase	51330000	51154
			\$ 6,881.24	Increase	51337000	50111
			\$ 1,828.17	Increase	51339000	50111
Contingency	Carryover funds from 2018 to 2019 earmarked for broadband grant not completed in 2018	1039/2018-12	\$ 60,000.00	Decrease	51901000	52498
			\$ 60,000.00	Increase	100	34290
Maintenance	Carryover funds from 2018 to 2019 for the purchase of a forklift in the warehouse	1040/2018-12	\$ 6,000.00	Decrease	51640000	52980
				Increase	100-	34290
Department	2019 ENTRIES	JE#/Period	Amount	Increase/Decrease	Org	Object
Dispatch	Carryover funds from 2018 to 2019 for radio install, furniture install, and text to 911 projects not completed in 2018.	04/2019-2	\$ 420,023.41	Increase	52150000	53890
			\$ 420,023.41	Decrease	100	34290
Sheriff	Carryover funds from 2018 to 2019 to complete the LEC software project	5/2019-2	\$ 519,632.17	Increase	52110000	53890
			\$ 519,632.17	Decrease	100	34290
Contingency	Carryover funds from 2018 to 2019 earmarked for broadband grant not completed in 2018	10/2019-2	\$ 60,000.00	Increase	51901000	52498
			\$ 60,000.00	Decrease	100	34290
Maintenance	Carryover funds from 2018 to 2019 for the purchase of a forklift in the warehouse	15/2019-2	\$ 6,000.00	Increase	51640000	52980
				Decrease	100-	34290

**(Note: Shaded items use contingency funds.)**

**Administrative Committee Schedule of Paid Invoices - Amended December, 2018  
February 7, 2019 Meeting**

YEAR	(All)
PERIOD	(All)

VENDOR NAME	CHECK NO	ORG	ORG DESC	ACCOUNT DESC	INVOICE DATE	FULL DESC	Sum of AMOUNT
UNITED MAILING SERVI	20355	51110000	COUNTY BOARD	POSTAGE	12/31/2018	DECEMBER MAILINGS	\$ 11.38
		51320000	CORPORATION COUNSEL	POSTAGE	12/31/2018	DECEMBER MAILINGS	\$ 12.83
		51410000	COUNTY ADMINISTRATOR	POSTAGE	12/31/2018	DECEMBER MAILINGS	\$ 7.00
		51420000	COUNTY CLERK	POSTAGE	12/31/2018	DECEMBER MAILINGS	\$ 28.83
		51450000	INFORMATION SERVICES	POSTAGE	12/31/2018	DECEMBER MAILINGS	\$ 7.00
		51510000	FINANCE DEPARTMENT	POSTAGE	12/31/2018	DECEMBER MAILINGS	\$ 28.83
		51520000	COUNTY TREASURER	POSTAGE	12/31/2018	DECEMBER MAILINGS	\$ 1,526.14
		51440000	ELECTIONS	POSTAGE	12/31/2018	DECEMBER MAILINGS	\$ 4.65
		51950000	WORKER'S COMPENSATION INS.	POSTAGE	12/31/2018	DECEMBER MAILINGS	\$ 7.00
		51911000	TAX DEED EXPENSE	POSTAGE	12/31/2018	DECEMBER MAILINGS	\$ 78.00
		51430000	HUMAN RESOURCES	POSTAGE	12/31/2018	DECEMBER MAILINGS	\$ 14.53
<b>20355 Total</b>							<b>\$ 1,726.19</b>
VELLELLA, ROBERT	20394	52190000	CIVIL SERVICE COMMISSION	SALARIES-PER DIEM	12/31/2018	CIVIL SERVICE COMMITTEE MEETING	\$ 70.00
		52190000	CIVIL SERVICE COMMISSION	OTHER TRAVEL EXPENSE	12/31/2018	CIVIL SERVICE COMMITTEE MEETING	\$ 69.76
<b>20394 Total</b>							<b>\$ 139.76</b>
<b>Grand Total</b>							<b>\$ 1,865.95</b>

**Administrative Committee Schedule of Paid Invoices - January, 2019  
February 7, 2019 Meeting**

YEAR	(All)
PERIOD	(All)

VENDOR NAME	CHECK NO	ORG	ORG DESC	ACCOUNT DESC	INVOICE DATE	FULL DESC	Sum of AMOUNT	
CDW GOVERNMENT	0	51440000	ELECTIONS	EQUIP & MATERIALS ACQUISITION	01/09/2019	WHOLESALE COMPUTERS/ - 2018 invoice monitors count	\$ 1,072.00	
		51950000	WORKER'S COMPENSATION INS.	FURNITURE AND FIXTURES	01/16/2019	WHOLESALE COMPUTERS/ - yellow ink cartridge for Hu	\$ 39.44	
	<b>0 Total</b>						<b>\$ 1,111.44</b>	
CENTURYLINK	20424	51110000	COUNTY BOARD	TELEPHONE	01/01/2019	ACCT 85447735	\$ 1.02	
		51320000	CORPORATION COUNSEL	TELEPHONE	01/01/2019	ACCT 85447735	\$ 6.28	
		51410000	COUNTY ADMINISTRATOR	TELEPHONE	01/01/2019	ACCT 85447735	\$ 0.98	
		51420000	COUNTY CLERK	TELEPHONE	01/01/2019	ACCT 85447735	\$ 3.83	
		51450000	INFORMATION SERVICES	TELEPHONE	01/01/2019	ACCT 85447735	\$ 45.69	
		51510000	FINANCE DEPARTMENT	TELEPHONE	01/01/2019	ACCT 85447735	\$ 6.00	
		51520000	COUNTY TREASURER	TELEPHONE	01/01/2019	ACCT 85447735	\$ 5.23	
		51430000	HUMAN RESOURCES	TELEPHONE	01/01/2019	ACCT 85447735	\$ 1.96	
		<b>20424 Total</b>						<b>\$ 70.99</b>
			20657	51110000	COUNTY BOARD	TELEPHONE	01/17/2019	ACCT 301525991
51320000	CORPORATION COUNSEL			TELEPHONE	01/17/2019	ACCT 301525991	\$ 15.59	
51410000	COUNTY ADMINISTRATOR			TELEPHONE	01/17/2019	ACCT 301525991	\$ 15.59	
51420000	COUNTY CLERK			TELEPHONE	01/17/2019	ACCT 301525991	\$ 25.99	
51450000	INFORMATION SERVICES			TELEPHONE	01/17/2019	ACCT 301525991	\$ 124.74	
51510000	FINANCE DEPARTMENT			TELEPHONE	01/17/2019	ACCT 301525991	\$ 25.99	
51520000	COUNTY TREASURER			TELEPHONE	01/17/2019	ACCT 301525991	\$ 20.79	
51430000	HUMAN RESOURCES			TELEPHONE	01/17/2019	ACCT 301525991	\$ 15.59	
<b>20657 Total</b>						<b>\$ 254.67</b>		
PESHTIGO TIMES	0			51110000	COUNTY BOARD	ADV BIDS NOTICES	01/09/2019	2018 Nov Minutes/Ord 414
		51430000	HUMAN RESOURCES	ADV BIDS NOTICES	01/09/2019	2018 Position Ads	\$ 152.00	
	<b>0 Total</b>						<b>\$ 276.60</b>	
WI DEPT OF JUSTICE	0	51430000	HUMAN RESOURCES	EMPLOYMENT EXPENSE	01/09/2019	DOJ Criminal checks	\$ 21.00	
		51430000	HUMAN RESOURCES	EMPLOYMENT EXPENSE	01/23/2019	Background check	\$ 7.00	
<b>0 Total</b>						<b>\$ 28.00</b>		
MI PARKS AND HARBORS	0	51430000	HUMAN RESOURCES	EMPLOYMENT EXPENSE	01/09/2019	MI Criminal checks	\$ 30.00	
		51430000	HUMAN RESOURCES	EMPLOYMENT EXPENSE	01/16/2019	Criminal check	\$ 10.00	
<b>0 Total</b>						<b>\$ 40.00</b>		

**Administrative Committee Schedule of Paid Invoices - January, 2019  
February 7, 2019 Meeting**

YEAR	(All)
PERIOD	(All)

VENDOR NAME	CHECK NO	ORG	ORG DESC	ACCOUNT DESC	INVOICE DATE	FULL DESC	Sum of AMOUNT
CHECK BEFORE HIRE, L	0	51430000	HUMAN RESOURCES	EMPLOYMENT EXPENSE	01/16/2019	Criminal check	\$ 201.00
		51430000	HUMAN RESOURCES	EMPLOYMENT EXPENSE	01/23/2019	Background check	\$ 115.00
	<b>0 Total</b>						<b>\$ 316.00</b>
VZWRSS*MY VZ VB P	0	51450000	INFORMATION SERVICES	TELEPHONE	01/23/2019	TELECOM SVC/CRED CRD CALL - verizon invoice	\$ 182.91
		<b>0 Total</b>					
AMAZON - PCARD VENDO	0	51450000	INFORMATION SERVICES	EQUIPMENT MAINTENANCE	01/09/2019	BOOK STORES - 2019 headset for treasurer and lapto	\$ 59.00
		51450000	INFORMATION SERVICES	EQUIPMENT MAINTENANCE	01/09/2019	BOOK STORES - 2018 invoice - rack enclosure server	\$ 709.99
		51450000	INFORMATION SERVICES	EQUIPMENT MAINTENANCE	01/09/2019	BOOK STORES - 2019 invoice headset for Kevin	\$ 245.85
		51450000	INFORMATION SERVICES	EQUIPMENT MAINTENANCE	01/23/2019	BOOK STORES - cables and adapters	\$ 53.13
		51450000	INFORMATION SERVICES	EQUIPMENT MAINTENANCE	01/23/2019	BOOK STORES - mounting bracket	\$ 5.89
		51450000	INFORMATION SERVICES	SOFTWARE	01/09/2019	BOOK STORES - 2018 invoice - phones, flash drives	\$ 3,193.82
		51450000	INFORMATION SERVICES	SOFTWARE	01/09/2019	BOOK STORES - 2018 invoice - flash drives	\$ 527.76
		51450000	INFORMATION SERVICES	FURNITURE AND FIXTURES	01/09/2019	BOOK STORES - 2018 invoice - office equipment	\$ 207.49
		51520000	COUNTY TREASURER	OFFICE SUPPLIES	01/09/2019	BOOK STORES - 2019 headset for treasurer and lapto	\$ 134.98
		51520000	COUNTY TREASURER	OFFICE SUPPLIES	01/23/2019	Humidifier Replacement Filters (2)	\$ 31.98
<b>0 Total</b>						<b>\$ 5,169.89</b>	
P-CARD ONE TIME PAY	0	51450000	INFORMATION SERVICES	SOFTWARE	01/16/2019	CBI*CLEVERBRIDGE - ftp software renewal	\$ 52.70
		51450000	INFORMATION SERVICES	SUBSCRIPTIONS	01/09/2019	GOVAL INFO PROC ASSOC - 2019 gippaw membership	\$ 50.00
	<b>0 Total</b>						<b>\$ 102.70</b>
DMI* DELL K-12/GOVT	0	51450000	INFORMATION SERVICES	EQUIPMENT MAINTENANCE	01/09/2019	WHOLESALE COMPUTERS/ 2018 invoice - technical supp	\$ 46.71
		51450000	INFORMATION SERVICES	EQUIPMENT MAINTENANCE	01/09/2019	WHOLESALE COMPUTERS/ - 2018 invoice for technical	\$ 409.45
	<b>0 Total</b>						<b>\$ 456.16</b>
WAL-MART #2545	0	51450000	INFORMATION SERVICES	EQUIPMENT MAINTENANCE	01/23/2019	WHOLESALE CLUBS - two tvs	\$ 858.00
		<b>0 Total</b>					
EAGLE-HERALD PUBLISH	0	51430000	HUMAN RESOURCES	ADV BIDS NOTICES	01/23/2019	2018 Position Ads	\$ 182.38
		<b>0 Total</b>					
SHEPARD, DIANE RUTH	20532	51432000	GHT WELLNESS GRANT FUNDS	CORP CHALLENGE/YOGA	01/15/2019	40 MINUTE YOGA SESSION 01/15/19	\$ 25.00
		<b>20532 Total</b>					

**Administrative Committee Schedule of Paid Invoices - January, 2019  
February 7, 2019 Meeting**

YEAR	(All)
PERIOD	(All)

VENDOR NAME	CHECK NO	ORG	ORG DESC	ACCOUNT DESC	INVOICE DATE	FULL DESC	Sum of AMOUNT
AXCEL TECHNOLOGY	20649	51450000	INFORMATION SERVICES	OUTLAY	01/03/2019	ARCESERVE UDP 8300	\$ 74,711.00
	<b>20649 Total</b>						<b>\$ 74,711.00</b>
WI COUNTIES ASSOCIAT	0	51110000	COUNTY BOARD	DUES/REGISTRATION & TUITION	01/09/2019	WCA LEG EXCHANGE REGISTRATION MA	\$ 150.00
		51110000	COUNTY BOARD	DUES/REGISTRATION & TUITION	01/16/2019	WCA LEG EXCHANGE REGISTRATION - RH	\$ 192.00
	<b>0 Total</b>						<b>\$ 342.00</b>
	20061	51110000	COUNTY BOARD	DUES/REGISTRATION & TUITION	12/04/2018	STATEMENT OF BENEFITS AND MEMBERSHIP	\$ 6,436.00
	<b>20061 Total</b>						<b>\$ 6,436.00</b>
MARINETTE CO BAR ASS	20539	51320000	CORPORATION COUNSEL	DUES REGISTRATION & TUITION	01/16/2019	CORP COUNSEL - 2019 MARINETTE CO BAR ASSOC. DUES	\$ 50.00
	<b>20539 Total</b>						<b>\$ 50.00</b>
CASSIDY, MICHAEL D	20642	51410000	COUNTY ADMINISTRATOR	SALARIES-PER DIEM	01/18/2019	PER DIEM & MILEAGE	\$ 116.20
	<b>20642 Total</b>						<b>\$ 116.20</b>
WCCO	20261	51420000	COUNTY CLERK	DUES REGISTRATION & TUITION	01/01/2019	2019 WCCO CONFERENCE REGISTRTRION	\$ 75.00
	<b>20261 Total</b>						<b>\$ 75.00</b>
WI COUNTY CLERK'S AS	20276	51420000	COUNTY CLERK	DUES REGISTRATION & TUITION	01/02/2019	2019 DUES - MARINETTE COUNTY	\$ 125.00
	<b>20276 Total</b>						<b>\$ 125.00</b>
THE ADVERTISER	0	51430000	HUMAN RESOURCES	ADV BIDS NOTICES	01/09/2019	Position Ads-Iron Mt Daily News	\$ 132.40
	<b>0 Total</b>						<b>\$ 132.40</b>
AURORA HEALTHCARE, I	0	51430000	HUMAN RESOURCES	EMPLOYMENT EXPENSE	01/09/2019	Pre-Employ drug screen	\$ 39.00
		51430000	HUMAN RESOURCES	EMPLOYMENT EXPENSE	01/23/2019	Pre employ drug/physcl	\$ 503.00
	<b>0 Total</b>						<b>\$ 542.00</b>
UNITED PARCEL SERVIC	0	51440000	ELECTIONS	POSTAGE	01/09/2019	2018 Cartridge Return	\$ 4.66
	<b>0 Total</b>						<b>\$ 4.66</b>
UNIVERSITY OF WI	0	51510000	FINANCE DEPARTMENT	DUES/REGISTRATION & TUITION	01/09/2019	WGFOA MEMBERSHIP DUES	\$ 25.00
	<b>0 Total</b>						<b>\$ 25.00</b>
SCHENCK BUSINESS SOL	20400	51511000	INDEPENDENT AUDITING	OPERATION EXPENDITURES	01/01/2019	CLIENT # 2389	\$ 14,250.00
	<b>20400 Total</b>						<b>\$ 14,250.00</b>
CHRISMAN, CINDY	20531	51520000	COUNTY TREASURER	OTHER CONTRACTUAL SERVICES	01/11/2019	COST OF NSF FEES - BANK INFO CHANGED IN ERROR	\$ 105.00
	<b>20531 Total</b>						<b>\$ 105.00</b>

**Administrative Committee Schedule of Paid Invoices - January, 2019  
February 7, 2019 Meeting**

YEAR	(All)
PERIOD	(All)

VENDOR NAME	CHECK NO	ORG	ORG DESC	ACCOUNT DESC	INVOICE DATE	FULL DESC	Sum of AMOUNT
<b>WI COUNTY TREASURERS</b>	<b>20563</b>	51520000	<b>COUNTY TREASURER</b>	DUES/REGISTRATION & TUITION	<b>01/21/2019</b>	2019 WI COUNTY TREASURERS' ASSOC. DUES	\$ 100.00
	<b>20563 Total</b>						\$ 100.00
<b>MARINETTE COUNTY EMS</b>	<b>20423</b>	52350000	<b>RESCUE SQUADS</b>	OPERATION EXPENDITURES	<b>01/08/2019</b>	2019 EMS ALLOCATION FUNDS	\$ 32,050.00
	<b>20423 Total</b>						\$ 32,050.00
<b>BAY LAKE REGIONAL PL</b>	<b>20255</b>	56310000	<b>REGIONAL PLANNING COMMISSION</b>	DUES/REGISTRATION & TUITION	<b>01/02/2019</b>	2019 TAX LEVY	\$ 22,978.00
	<b>20255 Total</b>						\$ 22,978.00
<b>BRITE COMPUTERS</b>	<b>0</b>	51450000	<b>INFORMATION SERVICES</b>	EQUIPMENT MAINTENANCE	<b>01/16/2019</b>	COMPUTER AND DATA PROCESS - 2018 invoice fujitsu t	\$ 2,760.00
		51450000	<b>INFORMATION SERVICES</b>	SOFTWARE	<b>01/23/2019</b>	COMPUTER AND DATA PROCESS - net motion software	\$ 2,210.62
	<b>0 Total</b>						\$ 4,970.62
<b>PRECISION ROLLER</b>	<b>0</b>	51450000	<b>INFORMATION SERVICES</b>	EQUIPMENT MAINTENANCE	<b>01/23/2019</b>	REPAIR PART	\$ 247.45
	<b>0 Total</b>						\$ 247.45
<b>SUPERION</b>	<b>20060</b>	51450000	<b>INFORMATION SERVICES</b>	SOFTWARE	<b>12/01/2018</b>	LEC SOFTWARE - CUSTOMER 1931LG	\$ 84,653.21
	<b>20060 Total</b>						\$ 84,653.21
<b>WI WORKFORCE DEV</b>	<b>20555</b>	51950000	<b>WORKER'S COMPENSATION INS.</b>	ADMINISTRATION	<b>01/10/2019</b>	2019 WC GENERAL ASSESSMENT	\$ 1,742.00
	<b>20555 Total</b>						\$ 1,742.00
<b>MARINETTE COUNTY WEL</b>	<b>20434</b>	51433000	<b>EMPLOYEE WELLNESS PROGRAM</b>	OPERATION EXPENDITURES	<b>01/14/2019</b>	2019 MINUTES & MOTION PRIZES	\$ 225.00
	<b>20434 Total</b>						\$ 225.00
<b>Grand Total</b>							\$ 252,955.28



45 **SO, NOW, THEREFORE, BE IT RESOLVED:** the Marinette County Board of Supervisors  
46 authorizes and directs the Marinette County Clerk to sign the draft Commission agreement after  
47 receipt of approval from the Marinette County Board of Supervisors and approval of the Marinette  
48 County Corporation Counsel; and

49  
50 **BE IT FURTHER RESOLVED:** the Chair of the Marinette County Board of Supervisors shall  
51 appoint a board supervisor or Marinette County employee to act as Marinette County's official  
52 representative to take all action necessary to effectuate the intent of this Resolution and he or she  
53 shall serve at the at the pleasure of the Marinette County Board of Supervisors.

54  
55  
56 Approved this 26<sup>th</sup> day of February 2019 by a majority vote of a quorum of the Marinette County Board.

57  
58  
59  
60  
61 \_\_\_\_\_  
62 MARK ANDERSON, Chairperson

\_\_\_\_\_

KATHERINE K. BRANDT, County Clerk

63  
64  
65  
66 Submitted by: Administrative Committee  
67

Marinette County Finance Department  
Fiscal Impact Statement

---

Number \_\_\_\_\_

Ordinance

Resolution

***ESTABLISHING A PROPERTY ASSESSED CLEAN ENERGY (PACE)  
PROGRAM***

Fiscal Impact Statement:

This resolution approves the agreement entered into by Marinette County and the Wisconsin PACE Commission authorizing Marinette County to join the PACE Commission. In addition, it authorizes the Chair of the Marinette County Board of Supervisors to appoint a board supervisor or Marinette County employee, in accordance with the Commission Agreement, to act as Marinette County's official representative with respect to PACE matters.

PACE Wisconsin requires no credit exposure, nor dedication of general funds for local governments to implement. To help promote no-cost, efficient implementation, PACE Wisconsin is administered by a Wisconsin nonprofit organization which recovers its costs through transaction fees assessed on completed projects. Expenses, for per diem of an appointed representative of Marinette County, would be negligible.

No fiscal impact.

*Laura Mans*

Laura Mans  
Finance Director

January 31, 2019

Date

1 **ORDINANCE No.**

2 **CREATING SECTION 3.20 OF THE MARINETTE COUNTY CODE OF**  
3 **ORDINANCES – “PROPERTY ASSESSED CLEAN ENERGY FINANCING”**  
4

5 The County Board of Supervisors of the County of Marinette does ordain as follows:

6 Section One: Section 3.20 of the Marinette County Code of Ordinances, entitled, “Property Assessed  
7 Clean Energy Financing” is created to read as follows:

8 **3.20 PROPERTY ASSESSED CLEAN ENERGY FINANCING**

9 **(1) Purpose.** The County finds that renovations or additions to premises located in the County made  
10 to improve energy efficiency, improve water efficiency, and/or use renewable resource  
11 applications, increase property values, stimulate local economic activity, provide local and global  
12 environmental benefits, and promote the general welfare of County residents. The purpose of  
13 this Section is to facilitate loans arranged by property owners or lessees to make such  
14 improvements by treating loan principal and interest, fees, and other charges as special charges  
15 eligible for inclusion on the tax roll for these properties.

16 **(2) Statutory Authority.** This ordinance is enacted pursuant to Wis. Stat. § 66.0627, as amended,  
17 which authorizes a County to make a loan or enter into an agreement regarding loan  
18 repayments to a 3rd party for owner-arranged or lessee-arranged financing, to an owner or a  
19 lessee of a premises located in the County for making or installing an energy efficiency  
20 improvement, a water efficiency improvement or a renewable resource application to a  
21 premises.

22 **(3) Definitions.** In this section:

- 23 (a) “Annual installment” means the portion of the PACE loan that is due and payable for a  
24 particular year under the supplemental agreement.
- 25 (b) “Borrower” means the property owner or lessee of the subject property that borrows the  
26 proceeds of a PACE loan.
- 27 (c) “Default loan balance” means the outstanding balance, whether or not due, of a PACE loan  
28 at the time that the County receives foreclosure proceeds.
- 29 (d) “Foreclosure proceeds” means the proceeds received by the County from the disposition of  
30 a subject property through an *in rem* property tax foreclosure.
- 31 (e) “Loan amount” means the principal, interest, administrative fees (including the Program  
32 Administrator’s fees) and other loan charges to be paid by the borrower under the PACE  
33 loan.
- 34 (f) “PACE” means the acronym for property assessed clean energy.
- 35 (g) “PACE default provisions” means:
  - 36 (1) The delinquent annual installment(s) due when the County initiates the *in rem* property  
37 tax foreclosure on the subject property;
  - 38 (2) Any additional annual installment(s) that become due between the time that the County  
39 initiates *in rem* property tax foreclosure on the subject property and the date the  
40 County receives the foreclosure proceeds;
  - 41 (3) Any default interest charges applied to unpaid annual installments referenced in subs.  
42 (1.) and (2.) above, as provided in the supplemental agreement; and
  - 43 (4) Any default loan balance.

- 45 (h) "PACE lender" means any person that makes a PACE loan, and which may include an  
46 affiliate of the borrower.
- 47 (i) "PACE loan" means a loan made by a PACE lender to a borrower under this Section for  
48 energy efficiency improvements, water efficiency improvements, or renewable resource  
49 applications made to or installed on a subject property.
- 50 (j) "Person" means any individual, association, firm, corporation, partnership, limited liability  
51 company, trust, joint venture or other legal entity, or a political subdivision as defined in  
52 Wis. Stat. § 66.0627.
- 53 (k) "Program Administrator" means the person retained by the Wisconsin PACE Commission as  
54 provided in subsection (5)(b).
- 55 (l) "Subject property" means any premises located in the County on which an energy  
56 efficiency improvements, water efficiency improvements, or renewable resource  
57 applications are being or have been made and financed through an outstanding PACE loan.
- 58 (m) "Supplemental agreement" means a written agreement among a borrower, a PACE lender  
59 and the County, as provided for in subsection (7).
- 60 (n) "Wisconsin PACE Commission" means the Wisconsin PACE Commission formed under Wis.  
61 Stat. § 66.0301, as amended, by the County and one or more other political subdivisions as  
62 defined in Wis. Stat. § 66.0627, pursuant to a Joint Exercise of Powers Agreement relating  
63 to the Wisconsin PACE Commission.
- 64 **(4) Pace Loans as Special Charges; Delinquent Amounts as Liens.** Any PACE loan made and secured  
65 pursuant to this Section shall be considered a special charge on the subject property. Any  
66 annual installment or portion of a PACE loan made and secured pursuant to the Section that  
67 becomes delinquent according to the terms of the PACE loan shall be a lien against the subject  
68 property and placed on the tax roll, as permitted pursuant to Wis. Stat. §66.0627 as amended
- 69 **(5) Wisconsin Pace Commission.**
- 70 (a) Any of the powers and duties of the County under this Section, except for those under  
71 subsection (9) may (but are not required to) be delegated to the Wisconsin PACE  
72 Commission.
- 73 (b) The Wisconsin PACE Commission is further authorized to retain a Program Administrator to  
74 act as its agent and administer the PACE program, subject to adherence with PACE program  
75 requirements set forth in this Section and in Wis. Stat. § 66.0627 as amended.
- 76 **(6) Loan Approval**
- 77 (a) A prospective borrower applying for a PACE loan shall comply with the loan application  
78 process set forth in the program manual.
- 79 (b) The County shall be given the option to approve the financing arrangements between a  
80 borrower and PACE lender.
- 81 **(7) Supplemental Agreement**
- 82 (a) The County, the borrower and the PACE lender shall execute the supplemental agreement  
83 which, without limitation:
- 84 (1) Shall inform the participants that the PACE loan amount shall be imposed as and  
85 considered a special charge, and each year's annual installment may be included on the  
86 property tax roll of the subject property as a special charge and an annual installment  
87 that is delinquent shall be a lien against the subject property pursuant to Wis. Stat. §  
88 66.0627, as amended;
- 89 (2) Shall recite the amount and the term of the PACE loan;
- 90 (3) Shall provide for the amount, or a method for determining the amount, of the annual  
91 installment due each year;

- 92 (4) Shall provide whether default interest may be applied to unpaid annual installments;  
93 (5) Shall require the PACE lender and the borrower to comply with all federal, state and  
94 local lending and disclosure requirements;  
95 (6) Shall provide for any fees payable to the County and/or Program Administrator;  
96 (7) Shall recite that the supplemental agreement is a covenant that runs with the land;  
97 (8) May provide for prepayments of annual installments by the borrower with a resulting  
98 reduction in the special charge for the prepayment, subject to any prepayment  
99 premium charged by the PACE lender, if any; and  
100 (9) May allow for amendment by the parties.  
101 (b) Prior to executing the supplemental agreement, the owner of the subject property, if  
102 different from the borrower, and any existing mortgage holder(s) on the subject property  
103 must have executed a separate writing acknowledging the borrower's use of PACE  
104 financing for the subject property and the special charge that will be imposed under this  
105 Section and its consequences, including the remedies for collecting the special charge.  
106 (c) Each PACE loan shall be amortized over the term of the PACE loan as provided in the  
107 supplemental agreement.  
108 (d) The annual payments of a PACE loan may be payable in installments as authorized by Wis.  
109 Stat. § 66.0627, as amended.  
110 **(8) Annual Installments Added to Tax Rolls.** Upon the request of the Program Administrator the  
111 County shall place each year's annual installment on the tax roll for the subject property as  
112 permitted pursuant to Wis. Stat. § 66.0627, as amended.  
113 **(9) Remittance of Special Charges.** The County shall promptly remit to the Wisconsin PACE  
114 Commission any payment(s) for a special charge imposed under this Section, including penalties  
115 and charges thereon, it may receive from any taxing district or the County treasurer pursuant to  
116 Wis. Stat. Ch. 74, as amended.  
117 **(10) Property Tax Foreclosure Procedures.**  
118 (a) The County elects to utilize the provisions of Wis. Stat. § 75.521, as amended, for the  
119 purpose of enforcing tax liens if a subject property owner fails to pay any special charges  
120 imposed on the subject property under this Section as required.  
121 (b) The County shall begin an in rem property tax foreclosure proceeding on the subject  
122 property at the earliest time allowed under Wisconsin Statutes, unless the County  
123 determines that subject property is a "brownfield" (as defined in Wis. Stat. § 75.106, as  
124 amended) or that in rem property tax foreclosure is not in the best interests of the County  
125 due to the condition of the property or for other reasons.  
126 (c) If the County has determined that it will not commence an in rem property tax foreclosure  
127 proceeding, then the PACE lender may request that the County, pursuant to Wis. Stat. §  
128 75.106, as amended, assign the County's right to take judgment against the subject  
129 property, provided that the PACE lender and the County fully comply with all provisions of  
130 Wis. Stat. § 75.106, as amended, concerning the subject property and the PACE lender  
131 agrees to pay the amounts required by Wis. Stat. § 75.36(3)(a)1 and 1m, as amended.  
132 **(11) Sale of Foreclosed Property.** If the County prevails in an in rem property tax foreclosure action  
133 against a subject property, the County shall diligently proceed to sell the subject property  
134 pursuant to the procedures set forth in Wis. Stat. § 75.69, as amended.  
135 **(12) Distribution of Foreclosure Proceeds.** The County treasurer shall follow the procedures set forth  
136 in Wis. Stat. § 75.36, as amended, to distribute the proceeds from the sale of a subject property.  
137  
138

139 Section Two: This ordinance shall be effective on upon passage and publication.  
140 Approved by a majority of a quorum of the Marinette County Board of Supervisors this 26th day  
141 of February 2019.

142

143

144 ADOPTED:

145

146

147 \_\_\_\_\_  
Mark Anderson, Chairperson

\_\_\_\_\_   
Kathy Brandt, County Clerk

148

149

150 Recommended – Administrative Committee – February 14, 2019.

151

Marinette County Finance Department  
Fiscal Impact Statement

---

Number \_\_\_\_\_

Ordinance

Resolution

***CREATING SECTION 3.20 OF THE MARINETTE COUNTY CODE OF  
ORDINANCES – PROPERTY ASSESSED CLEAN ENERGY FINANCING***

Fiscal Impact Statement:

The creation of the Property Assessed Clean Energy (PACE) Financing does not identify any direct fiscal impact. However, should Marinette County be required to initiate in rem property tax foreclosure proceedings on a subject property as allowed under Wisconsin Statutes, additional costs could be incurred as a result. Those costs are unknown at this time.

*Laura Mans*

Laura Mans  
Finance Director

January 31, 2019

Date

**JOINT EXERCISE OF POWERS AGREEMENT**

relating to

**WISCONSIN PACE COMMISSION**

**a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes**

---

**THIS AGREEMENT** (“*Agreement*”), dated as of \_\_\_\_\_, 2016 among the parties hereto (all such parties, except those which have withdrawn as provided herein, being referred to as the “*Members*” and those parties initially executing this Agreement being referred to as the “*Initial Members*”):

**WITNESSETH**

**WHEREAS**, pursuant to Section 66.0301 of the Wisconsin Statutes (as in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “*Joint Powers Law*”), two or more municipalities of the State of Wisconsin (the “*State*”), may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

**WHEREAS**, each of the Members is a “municipality” as that term is defined in the Joint Powers Law and a political subdivision located in the State; and

**WHEREAS**, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare, which may be accomplished by various means; and

**WHEREAS**, Section 66.0627(8) of the Wisconsin Statutes (as the same may from time to time be amended or supplemented, the “*PACE Statute*”) authorizes a city, a village, a town (a “*Municipality*”) or a county (a “*County*”) in this State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the financing of an energy efficiency improvement, a water efficiency improvement or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by the energy or water efficiency improvement or renewable resource project; and

**WHEREAS**, such financings are commonly referred to as “Property Assessed Clean Energy” or “PACE” financings; and

**WHEREAS**, the Members have determined that it is in the public interest to provide real property owners, lessees, lenders and other transaction parties (collectively, “*Participants*”) in their respective jurisdictions with access to a uniformly-administered program for PACE financing; and

**WHEREAS**, each Member has authorized entering into this Agreement by its governing body.

**NOW, THEREFORE**, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**Section 1. Creation.** Pursuant to the Joint Powers Law, there is hereby created a commission to be known as the “**Wisconsin PACE Commission**” (the “*Commission*”).

**Section 2. Purpose.** This Agreement is a contract entered into pursuant to the provisions of the Joint Powers Law. The purpose of this Agreement is to establish a joint powers commission for the joint exercise of any power or duty of the Members under applicable law. In particular, the purpose of the Commission is to adopt, implement and administer a uniform program for the qualification for, and approval, granting, administration and collection of, PACE loans (the “*PACE Program*”). Such purposes shall be accomplished in the manner provided in this Agreement.

**Section 3. Effectiveness; Term.** This Agreement shall become effective and be in full force and effect and a legal, valid and binding agreement of each of the Members on the date that the Board shall have received from at least two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof. This Agreement shall continue in full force and effect until such time as it is terminated by written instrument executed by all of the Members.

**Section 4. Powers.** The Commission shall have the power, in its own name, to exercise any powers or duties of the Members required or authorized by law and to exercise all additional powers given to a joint powers commission under any law, including, but not limited to, the Joint Powers Law, for any purpose authorized under this Agreement. Such powers shall include the power to make loans or otherwise arrange, participate in or facilitate the financing of energy or water efficiency improvement projects or renewable resource applications as provided in the PACE Statute including, without limitation, the exercise of the power and authority, without further action by the Member, to impose special charges pursuant to the PACE Statute on real property within the Members’ jurisdictions. The Commission is hereby authorized to do all acts necessary or convenient for the exercise of such power and authority, including, but not limited to, any or all of the following: (i) to make and enter into contracts; (ii) to employ agents and employees; (iii) to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works, improvements, equipment or furnishings; (iv) to acquire, hold or dispose of property wherever located; (v) to incur debts, liabilities or obligations; (vi) to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations or any governmental entity; (vii) to sue and be sued in its own name; (viii) to make grants to governmental and nonprofit organizations to accomplish any of its purposes; (ix) to establish and collect fees; and (x) generally to do any and all things necessary or convenient to accomplish its purposes.

**Section 5. Contractors and Subcontractors.** The Commission may enter into a contract with a third-party contractor for the provision of services related to the PACE Program. Such contractor shall be a nonstock corporation organized under Ch. 181 of the Wisconsin Statutes with its principal place of business located in the State of Wisconsin. The participant fee schedule established by the Board (as defined below) shall make provision for reasonable compensation and payment of the expenses of such contractor as may be set forth in the contract. A contractor may subcontract for any of its services to the extent permitted by the contract. The Board is also authorized to hire counsel or other consultants or advisers as it deems necessary in carrying out his functions.

**Section 6. Members' Obligations.** Each Member by its execution hereof acknowledges and agrees that it shall do all things necessary and appropriate in respect of the collection of special charges (or installments thereof), the certification of special charges on the tax rolls, the remittance of special charges collected as directed by the Commission and otherwise as such Member would perform in connection with special charges imposed by it on real property within its jurisdiction; and further shall cooperate with the Commission in respect of the enforcement of the liens of special charges on such properties.

**Section 7. Governance; Administration**

(a) **Board of Directors.** The Commission shall be governed by a Board of Directors (the "*Board*"). The Board shall oversee all functions of the Commission under this Agreement and, as such, shall be vested with the powers set forth herein, shall administer this Agreement in accordance with the purposes and functions provided herein and shall otherwise exercise all powers set forth in the Joint Powers Law on the Commission's behalf.

(b) **Classes of Directors.** The Board shall be divided into two classes known as the "Representative Director Class" and the "Nominee Director Class" consisting of the number of members (each a "*Director*") serving for the terms as provided in this Section 7. In this Agreement, the term "Board" shall mean the entire Board (comprising all Representative Directors and Nominee Directors) and the term "Director" shall be used to refer generally to either a Representative Director or a Nominee Director).

(1) ***Representative Directors.*** The number of Representative Directors shall correspond to the number of Members of the Commission from time to time. Each Member of the Commission shall designate, by name or *ex officio*, one public official to serve as its representative on the Board. The term "public official" means an individual who holds a local public office, as that term is defined in Section 19.42(7w) of the Wisconsin Statutes, for the Member of the Commission designating him or her as its Representative Director. Each Representative Director shall serve at the pleasure of the Member designating him or her to such position; *provided*, that a Representative Director shall be deemed to have resigned upon withdrawal from the Commission of the Member designating him or her to such position. A majority of the Directors shall at all times be Representative Directors ex-

cept that such requirement shall not apply until the Commission has at least four (4) Members.

(2) *Nominee Directors.*

(i) The number of Nominee Directors shall initially be three (3), nominated one each by the Wisconsin Counties Association, the League of Wisconsin Municipalities and the Green Tier Legacy Communities (the “*Supporting Organizations*”). Thereafter, so as to insure that at all times Representative Directors comprise a majority of the Board, at such time as the Commission has at least seven (7) Members, the number of Nominee Directors shall be increased to six (6) and at such time as the Commission has at least ten (10) Members, the number of Nominee Directors shall be increased to nine (9), in each case with the additional directors nominated by the Sponsoring Organizations as provided above.

(ii) Nominee Directors may but need not be public officials.

(iii) Each Nominee Director shall serve for an initial term expiring at the first annual Board meeting held after December 31, 2016. The successors to such Nominee Directors shall be selected by majority vote of the entire Board consistent with a nomination process to be established by the Board. Thereafter, Nominee Directors shall serve staggered three (3) year terms expiring at the Annual Board Meeting in every third year or until their respective successors are appointed. Any appointment to fill an unexpired term, however, shall be for the remainder of such unexpired term. The term of office specified herein shall be applicable unless the term of office of a Nominee Director is terminated as hereinafter provided, and provided that the term of any Nominee Director shall not expire until a successor thereto has been appointed as provided herein.

(iv) The number of Nominee Directors may be increased or decreased by resolution adopted by the Board from time to time, *provided*, that any decrease in the number of Nominee Directors shall not decrease the term of any current director at the time of such decrease.

(v) A Nominee Director may be removed and replaced at any time by a majority vote of the Board.

(3) *Executive Committee.* The Board shall by resolution create an Executive Committee which shall be charged with carrying out the supervisory functions of the Board in such manner as the Board so directs. A majority of the members of the Executive Committee shall be Representative Directors.

(4) *Expenses.* Directors shall be entitled to reimbursement for any actual and necessary expenses incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose. The Board may establish a per diem and/or expense reimbursement policy by resolution.

(c) Meetings of the Board.

(1) *Meetings Generally.* All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Wisconsin Open Meetings Law, Wis. Stat. § 19.81 *et seq.* (the “*Open Meetings Law*”). To the extent permitted by the Open Meetings Law, Board meetings may be held by telephone conference or other remote access technology as approved by the Board. A director shall be “present” at any regular or special meeting if he or she participates in person or telephone conference or other remote access technology as approved by the Board.

(2) *Proxy Voting.* Directors may not vote by proxy.

(3) *Regular Meetings.* The Board shall from time to time establish a schedule for its regular meetings; *provided, however,* it shall hold at least one regular meeting each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board.

(4) *Special Meetings.* Special meetings of the Board may be called in accordance with the provisions of the Open Meetings Law. The date, hour and place of the holding of special meetings shall be fixed by resolution of the Board

(5) *Minutes.* The Secretary of the Commission shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(6) *Quorum and Voting, Generally.* Except as provided in Sub. 6, below: (i) a majority of the Directors shall constitute a quorum for the transaction of business; (ii) Representative Directors and Nominee Directors shall vote as a single class on all matters to come to a vote of the Board; and (iii) no action may be taken by the Board except upon the affirmative vote of a majority of the Directors present (or, with respect to any matter, such greater number as may be provided by the By-Laws or resolution of the Board), except that less than a quorum may adjourn a meeting to another time and place.

(7) *Special Quorum and Voting Requirements.* With respect to any vote to approve the imposition of a special charge on real property pursuant to the PACE Statute, the following shall apply:

(i) A quorum with respect to such vote shall exist only if (A) a majority of the Directors are present, and (B) a majority of the Directors who are present are Representative Directors.

(ii) No imposition of a special charge on real property shall be approved except upon the affirmative vote of (A) a majority of the Directors present and (B) a majority of the Representative Directors present.

(d) Officers; Duties; Official Bonds. The officers of the Commission shall be the Chair, Vice-Chair, Secretary and Treasurer, such officers to be elected by the Board from among the Directors, each to serve until such officer is re-elected or a successor to such office is elected by the Board. Each officer shall have the following general duties and responsibilities in addition to any further specific duties and responsibilities set forth herein, in the By-Laws or by resolution of the Board.

(1) The Chair shall be the chief executive officer of the Commission and shall be responsible for the calling of, and shall preside at, meetings of the Board.

(2) The Vice-Chair shall exercise the duties and functions of the Chair in the Chair's absence.

(3) The Secretary shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(4) The Treasurer shall be the depository of the Commission to have custody of all money of the Commission, from whatever source derived and shall have the powers, duties and responsibilities specified in by-laws or by resolution, and is designated as the public officer or person who has charge of, handles, or has access to any property of the Commission.

(e) Committees; Officers and Employees. The Board shall have the power to appoint such other committees, officers and employees as it may deem necessary.

(f) Delegation of Authority. The Board shall have the power, by resolution, to the extent permitted by the Joint Powers Law or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees, administrators or agents of the Commission (including, without limitation, the contactor and any counsel or consultant hired or appointed pursuant to Section 5) and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Commission.

(g) By-Laws. The Commission may adopt, from time to time, by resolution of the Board such by-laws for the conduct of its meetings and affairs as the Board may determine to be necessary or convenient.

**Section 8. Fiscal Year.** The Commission's fiscal year shall be the period from January 1 to and including the following December 31, except for the first fiscal year which shall be the period from the date of this Agreement to December 31, 2016.

**Section 9. Disposition of Assets.** At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 3, after payment of all expenses and liabilities of the Commission and provision for the continuing administration of all PACE financings that have been completed and are outstanding at the time of such termination, all property of the Commission both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; *provided, however*, that any surplus money on hand shall be returned in proportion to any contributions made by the Members and not previously repaid.

**Section 10. Accounts and Reports; Audits.** All funds of the Commission shall be strictly accounted for. The Commission shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Commission shall be open to inspection at all times by each Member. The Treasurer of the Commission shall cause an annual audit to be made of the books of accounts and financial records of the Commission by a certified public accountant or public accountant. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 10, shall be borne by the Commission and shall be a charge against any unencumbered funds of the Commission available for that purpose.

**Section 11. Funds.** The Treasurer shall receive, have the custody of and disburse Commission funds pursuant to the accounting procedures developed under Section 10, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

**Section 12. Notices.** Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member.

**Section 13. Additional Members; Withdrawal of Members.**

(a) Counties. Any County in this State may be added as a party to this Agreement and become a Member upon: (i) the filing by such County with the Commission an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such County approving this Agreement and the execution and delivery hereof; (ii) adoption by the County of the Model PACE Ordinance in accordance with Section 14(a) hereof and a certified copy of the resolution adopting same; and (iii) adoption of a resolution of the Board approving the addition of such County as a Member. Upon satisfaction

of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

(b) Municipalities. Any Municipality in this State may be added as a party to this Agreement and become a Member upon: (i) the filing by such Municipality with the Commission an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such Municipality approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Board approving the addition of such Municipality as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

(c) Withdrawal. A Member may withdraw from this Agreement upon written notice to the Board; *provided, however*, that no such withdrawal shall reduce the number of Members to fewer than two (2). Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Secretary which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing. Withdrawal by a Member shall not affect any outstanding PACE loans within such Member's jurisdiction or the Member's obligations, if any, with respect to the certification, collection and remittance of special charges in accordance with the PACE Program, nor shall withdrawal entitle any former Member to impose a tax, fee or charge prohibited to the remaining Members under Section 17.

#### **Section 14. Model PACE Ordinance for County Members.**

(a) As a condition to membership in the Commission, each County Member shall have adopted an ordinance (the "*Model PACE Ordinance*") in substantially the form, and substantively to the effect, set forth in EXHIBIT A to this Agreement.

(b) As a condition to continued membership in the Commission, a County Member shall not have repealed its Model PACE Ordinance or amended its Model PACE Ordinance unless such amendment has been submitted to and approved by the Board (a "*Conforming Amendment*") prior to its adoption. The Board shall not unreasonably withhold approval of such an amendment but shall not approve any amendment to a County Member's Model PACE Ordinance that, in the opinion of the Board, would frustrate or unreasonably interfere with the uniform application and administration of the PACE Program. Approvals or non-approvals by the Board shall be final and conclusive.

(c) The repeal of or adoption of an amendment (other than a Conforming Amendment) to a County Member's Model PACE Ordinance shall be deemed to be a voluntary withdrawal by such County Member with the effects set forth in Section 13(c).

**Section 15. Indemnification.** To the fullest extent permitted by law, the Board shall cause the Commission to indemnify any person who is or was a Director or an officer, employee of other agent of the Commission, and who was or is a party or is threatened to be

made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Commission, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Commission and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Commission, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created.

**Section 16. Contributions and Advances.** Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Commission by Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Commission and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Commission to provide for the costs and expenses of administration of the Commission or otherwise, even though any Member may do so.

**Section 17. Prohibition on Charges.** No Member may impose upon or demand or collect from any Participant any tax, fee, charge or other remuneration as a condition to a Participant's obtaining PACE financing through or with the assistance of the Commission, except that Members may be permitted to do so pursuant to a uniform participant fee schedule established from time to time by the Board as part of the PACE Program.

**Section 18. Immunities.** To the fullest extent permitted by law, all of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Commission while engaged in the performance of any of their functions or duties under this Agreement.

**Section 19. Amendments.**

(a) Amendments to the Agreement may be proposed by the Board or by any two Members. Except as provided in Section 13 and in Subsection (c), below, this Agreement shall not be amended, modified, or altered, without the affirmative approval of the Board and the affirmative written consent of each of the Members; *provided*, that if the number of Members exceeds ten (10) in number, this Agreement may also be amended with the affirmative approval of the Board and negative consent of each Member. To obtain the negative consent of the Members, the following procedure shall be followed: (i) the Commission shall provide each Member with a notice at least sixty (60) days prior to the date such proposed

amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (ii) the Commission shall provide each Member who did not respond a reminder notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (iii) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members. No amendment may impose a direct financial obligation on any Member without that Member's affirmative written consent.

(b) The Board may, without the consent of the Members, amend this Agreement if, in its reasonable opinion and upon the advice of counsel, if deemed appropriate, upon which advice the Board may rely, such amendment is technical or clarifying in nature and does not substantively affect the rights and responsibilities of the Members. Notice of such amendment shall be provided to the Members at least twenty (20) but not more than sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and, upon the written request of any two (2) Members, the Board shall submit the proposed amendment for ratification by the Members in accordance with the procedure otherwise set forth in this Section 19.

**Section 20. Partial Invalidity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 21. Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

**Section 22. Miscellaneous.**

(a) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(b) The Section headings herein are for convenience only and are not to be construed as modifying or governing the language in the Section referred to.

(c) Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

(d) This Agreement shall be governed under the laws of the State of Wisconsin.

(e) Any future amendments to the Joint Powers Laws shall be automatically incorporated into the terms of this Agreement and any terms of this Agreement inconsistent with future amendments to the Joint Exercise of Powers Laws shall, only to the extent necessary, be reformed in a manner consistent with the amendments.

(f) This Agreement is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:  By: _____ Its: _____	On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:  By: _____ Its: _____
On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:  By: _____ Its: _____	On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:  By: _____ Its: _____
On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:  By: _____ Its: _____	On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:  By: _____ Its: _____

**Joint Exercise of Powers Agreement**

**relating to**

**WISCONSIN PACE COMMISSION**

---

**EXHIBIT A**

**Model Pace Ordinance**

**RESOLUTION #1**  
**TO RESTORE 3.6 MILLION IN FUNDING TO UW EXTENSION**

**WHEREAS**, the UW Extension budget was cut 3.6 million dollars as part of the 250 million dollar reduction to the University of Wisconsin budget in the 2015-2017 State of Wisconsin budget representing the deepest cut to UW Extension in 103 years; and

**WHEREAS**, the UW Extension mission is to teach, learn, lead, and serve by connecting the public with the University of Wisconsin and engage with them in transforming lives; and

**WHEREAS**, over 50 UW Extension educator positions are unfilled in 2018; and

**WHEREAS**, agriculturally dependent counties throughout the state are without agriculture agents (Milwaukee Journal Sentinel Sunday, April 22, 2018 article); and

**WHEREAS**, farmers are stressed with low grain and milk prices; and

**WHEREAS**, the local county agent is the first point of contact for any questions or concerns regarding agriculture, horticulture, and natural resources; and

**WHEREAS**, cuts to UW Extension have impacted not only agriculture but also family living, community development, youth development, and 4H; and

**WHEREAS**, the lives of youth need the positive role model provided by Youth Development and 4H programs; and

**WHEREAS**, the community thread is made stronger by strong youth programs; and

**WHEREAS**, UW Extension educators know local people, schools, and community's needs and how to best address those needs; and

**WHEREAS**, tragedies across the United States call for personalized, powerful, model leadership; and

**WHEREAS**, state spending on worker recruitment, rebates to families, and economic support for business is necessary, so is this investment in our children, families, and communities – the lifeblood of Wisconsin society.

**NOW, THEREFORE, BE IT RESOLVED** that we urge the State of Wisconsin restore the full 3.6 million dollars cut from the UW Extension budget to allow a restoration of all educator positions cut from various UW Extension programs.

Adopted by the North Central Land and Water Conservation Association members, David Solin, President, August 10, 2018.

## RESOLUTION #2

### RECOMMEND CHANGES TO THE WISCONSIN FARMLAND PRESERVATION PROGRAM

**WHEREAS**, the Wisconsin Farmland Preservation Program (FPP) was established in 1978 to protect the states most valuable agricultural lands from development. Two avenues were created via legislation: local land use zoning or a special agreement with Department of Agriculture Trade and Consumer Protection (DATCP). Landowners who participated in the program were then eligible for a Wisconsin state income tax credit, if they met the financial criteria and the state's soil conservation standards. The peak years of the program resulted in approximately 23,900 statewide participants; and,

**WHEREAS**, in 2009, the state of Wisconsin made significant changes to the FPP administrative codes and statutes as part of the Working Lands Initiative, a suite of programs to protect farmland from development. Among the many changes to the FPP were setting new flat rates per acre for the income tax credits, adding a process for local areas to establish Agricultural Enterprise Areas (AEA), establishing a Purchase of Agricultural Conservation Easements (PACE) Program, and finally adding additional conservation standards; and,

**WHEREAS**, since the FPP rules were amended in 2009, the costs of implementing the required conservation standards has increased to a point where in some cases the cost of participating in the program has exceeded the available tax credits, which in turn has impacted the statewide program participation, currently estimated at 12,000 participants; and,

**WHEREAS**, the premise of the FPP tax credit was to ensure landowners were compensated for their conservation stewardship and to help offset the costs of implementing and maintaining the required conservation practices. To date this program has been the best available tool to ensure conservation best management practices are being maintained statewide; and,

**WHEREAS**, the long term net result of aforesaid changes was a decrease in the value of the tax credits to maintain the conservation standards which in turn has decreased the overall enrollment statewide. This decrease in enrollment is alarming and needs to be addressed as soon as possible; and,

**WHEREAS**, as part of the FPP redesign, the state of Wisconsin recognized the importance of PACE as a valuable tool to complement the long-term preservation of the most valuable working farmlands in the State and subsequently enrolled 14 participants. The statewide program was defunded due to a controversial funding mechanism, but remains in the Wisconsin state statutes; and,

**WHEREAS**, Local units of government, towns and counties continue to pursue the purchase of agricultural easements through locally funded programs with, in some cases, United States Department of Agriculture - Natural Resources Conservation Service grants. Also, numerous Agricultural Conservation Easements (ACE) have been donated to local land trusts. Many of the donated ACE's

remain eligible for the FPP but are not recognized by DATCP for their true farmland preservation value; and,

**WHEREAS**, WI Land+Water urges the State of Wisconsin to review the Farmland Preservation Program and increase each existing tax credit category by a minimum of \$2.50 per acre, add a new tax credit category to recognize landowners with ACEs and set the credit level for easements at a minimum tax credit level that can be found in the FPP zoned AEA's, and review the program every five years making the appropriate adjustments that reflect Best Management Practices (BMP) cost changes in the agriculture sector.

**NOW, THEREFORE, BE IT RESOLVED**, that the WI Land+Water requests the State of Wisconsin review the Farmland Preservation Program statutes and administrative codes to increase the allowable tax credits; amend the program eligibility to allow landowners who have Agricultural Conservation Easements the ability to participate in the FPP, if they meet the financial and conservation criteria; establish a new tax credit level for Agricultural Conservation Easements; reestablish funding for the statewide PACE program through a redesigned funding mechanism; and increase the frequency of review of the Farmland Preservation Program allowable tax credits to assure they are meeting the basic costs associated with program participation.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be sent to all state legislators, the governor, DATCP Secretary and the WI Counties Association.

Adopted by the Southern Area Land and Water Conservation Association October 25, 2018.

**RESOLUTION #3**

**IN SUPPORT OF REFORMING WISCONSIN'S EMINENT DOMAIN LAWS**

**WHEREAS**, many private property owners in Wisconsin feel their property rights, under current Wisconsin Law, are not adequately protected from encroachment by outside entities, be they local, out of state, or international; and,

**WHEREAS**, eminent domain has historically been used sparingly for ensuring the public good with provable need and just compensation; and,

**WHEREAS**, public good cannot be construed to mean promotion of projects for private gain by outside corporate entities; and,

**WHEREAS**, a clearly defined and demonstrated “public good” has historically included issues demonstrating a true community need such as roadways, schools, public parks, public housing, and community centers; and,

**WHEREAS**, any other claimed cause for the taking of private property shall be proven to be for a public good in court of law; and,

**WHEREAS**, eminent domain shall not be used for any taking which is not for public good; and,

**WHEREAS**, a special legislative commission on the use of eminent domain power for private gain would be established to allow the public and local communities to voice their concerns over its use for private gain and for the State Legislator to explore revisions and amendments to the current eminent domain requirements in Chapter 32 Wisconsin Statutes; and,

**NOW, THEREFORE BE IT RESOLVED** that the WI Land+Water requests that State of Wisconsin establish a special legislative commission on the use of eminent domain for private gain in order to allow the State Legislature to pursue a change of law for the protection of its citizens’ private rights.

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the governor, the state legislators, the Public Service Commission and the WI Counties Association.

Adopted by the Southern Area Land and Water Conservation Association October 25, 2018.

9:00 - COUNTY BOARD

9:00 - ADMINISTRATIVE

WCA

# 2018 - 2019

9:00 DEVELOPMENT & 1:30 PUBLIC SERVICES

9:00 INFRASTRUCTURE & 1:30 HUMAN SERVICES

## May

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## June

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## July

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## August

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## September

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## October

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## November

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## December

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## January 2019

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## February

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

## March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### January 2020

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

### March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		



# Property Assessed Clean Energy (PACE) PACE Wisconsin Overview

Jon Hochkammer, Outreach Manager  
Wisconsin Counties Association







## WI PACE Commission Status



### Member Counties

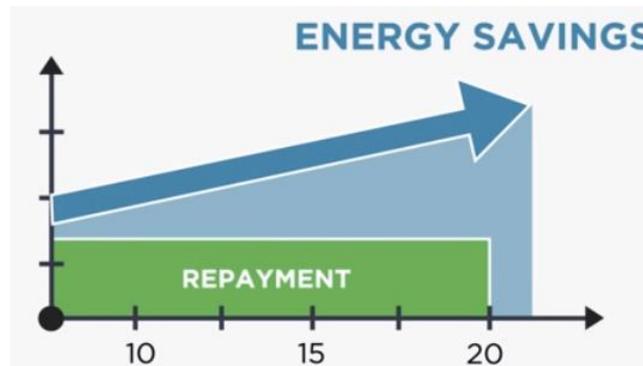
- Ashland
- Bayfield
- Brown
- Calumet
- Chippewa
- Dane
- Door
- Douglas
- Dunn
- Eau Claire
- Fond du Lac
- Iowa
- Jefferson
- Kenosha
- La Crosse
- Manitowoc
- Marathon
- Milwaukee
- Outagamie
- Ozaukee
- Pierce
- Portage
- Racine
- Rusk
- Sauk
- Shawano
- Sheboygan
- St. Croix
- Vernon
- Washington
- Waukesha
- Waupaca
- Winnebago
- Wood





Assists local businesses with financing

- Renewable energy
- Energy efficiency
- Water conservation



Loan payments covered by utility bill savings.

Enabled by State of Wisconsin Legislation (Section 66.0627)

Financing is secured by a special charge



- Office, Industrial, Multifamily and Retail
- Hospitality
- Manufacturing & Industrial
- Institutional & Not-for-Profit Facilities
- Agriculture



*\* Property located in member county  
\* Does NOT work for residential (1-4 units)  
and government owned properties*



- Efficient Lighting Systems
- Building Envelope Improvements
- Efficient Furnaces, Boilers & Chillers
- Heat Pumps (Air & Ground Source)
- Pumps, Motors & Variable Speed Drives
- Automated HVAC Controls
- Building Management Systems
- Fuel Switching
- Combustion and Burner Upgrades
- Water Conservation
- Efficient Hot Water Heating Systems
- Heat Recovery and Steam Traps
- Renewable Energy Systems



- Finance up to 100% of hard + soft costs
  - Frees up equity for other priorities
- Fixed rate, non recourse financing
- Long-term: 20 – 30 years
  - Yields positive cash flow
  - Increase Net Operating Income
  - Boost Property Value
- Tenants share cost & savings
- Transfers to new owner upon sale



**Stimulate** – Job creation and economic activity

**Revitalize** - Building stock and improve property values

**Profitable** – Lowers cost of doing business and boost bottom line of local enterprises

**Sustain** - Achieve sustainability goals

**Participate** - 100% voluntary, only building owners that opt in pay for the special charge.



**No Cost** – PACE requires no credit exposure or general obligation funds from Member Counties.



**Statewide Approach** - uniform program, applied consistently, helps promote scalability by simplifying participation for stakeholders.



**Single Point of Access**– The 3rd party program administrator serves as the go-to contact for stakeholders who need program assistance. The administrator also ensures that projects comply with program requirements and services special charge repayment.



**Open Market** - qualified private lenders provide property owners competitive rates and financing terms. Any contractor or project developer can work on a qualified project.



**Lender Consent** – any existing mortgage lender(s) are required to provide consent to any PACE Loan.



## PACE Financing Advisors



Total Project Costs Funded  
**\$8,015,382**

Total Lifetime Savings  
**\$14,549,782**



### Hotel Indigo

Project Cost: \$1,500,000  
PACE Financing: \$1,500,000  
Annual Savings: \$89,832  
Lifetime Savings: \$1.9 million  
Improvements: HVAC, Windows, Building Shell, Lighting



### Uniroyal

Project Cost: \$536,713  
PACE Financing: \$355,713  
Annual Savings: \$70,698  
Lifetime Savings: \$989,777  
Improvements: Roof and Lighting



### Hotel Retlaw

Project Cost: \$2,373,798  
PACE Financing: \$2,373,798  
Annual Savings: \$289,011  
Lifetime Savings: \$6,256,006  
Improvements: HVAC, Lighting, Windows



### Velocity

Project Cost: \$235,129  
PACE Financing: \$232,996  
Annual Savings: \$5,206  
Lifetime Savings: \$104,123  
Improvements: HVAC System, Windows, Lighting



### Waterloo Technology Center

Project Cost: \$249,000  
PACE Financing: \$249,000  
Annual Savings: \$47,294  
Lifetime Savings: \$898,589  
Improvements: HVAC and Lighting



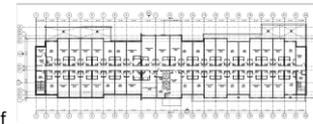
### H & H Energy

Project Cost: \$203,875  
PACE Financing: \$203,875  
Annual Savings: \$59,910  
Lifetime Savings: \$208,110  
Improvements: Roof Upgrades, Solar PV, Rooftop Heating and Cooling Units



### Madison Rimrock Lodging Investors, LLC

Project Cost: \$1,500,000  
PACE Financing: \$1,500,000  
Annual Savings: \$90,840  
Lifetime Savings: \$1,816,797  
Improvements: LED Lighting, HVAC, Roof and Wall Insulation, Windows, Low-flow Fixtures, Packaged Air Terminal Air Conditioner, Hot Water Systems

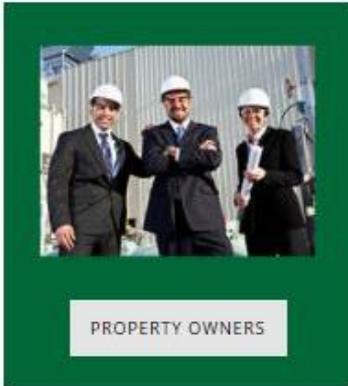


### Brookfield Square Lodging Investors, LLC

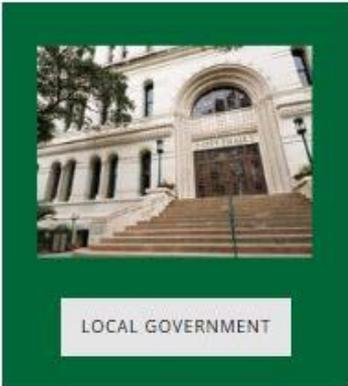
Project Cost: \$1,600,000  
PACE Financing: \$1,600,000  
Annual Savings: \$94,168  
Lifetime Savings: \$2,083,338  
Improvements: LED Lighting, HVAC, Roof and Wall Insulation, Windows, Low-flow Fixtures, Packaged Air Terminal Air Conditioner, Hot Water Systems



- Member County is not required to contribute any Capital or Operating Budget to participate.
- Third Party Program Administrator manages the PACE program, ensures project compliance and administers the Special Charge repayment.
- All PACE loans and Special Charges would require the consent of the existing mortgage holder(s), who may pay off delinquent special charges consistent with other tax delinquencies.
- Member County is not required to settle or reimburse PACE Special Charges to PACE Lenders.
- Collection and enforcement of delinquent special charges would occur pursuant to the County's pre-existing procedures.



PROPERTY OWNERS



LOCAL GOVERNMENT



LENDERS



CONTRACTORS

## **WECC & EFS**

Jason Stringer

608.729.6854

[jstringer@weccusa.org](mailto:jstringer@weccusa.org)

## **Wisconsin Counties Association**

Jon Hochkammer

866.404.2700

[hochkammer@wicounties.org](mailto:hochkammer@wicounties.org)

## **von Briesen & Roper, s.c.**

Andy Phillips

414.287.1570

[aphillips@vonbriesen.com](mailto:aphillips@vonbriesen.com)

Andy Guzikowski

414.287.1438

[aguzikow@vonbriesen.com](mailto:aguzikow@vonbriesen.com)

# Hotel Indigo

The Hotel Indigo project helped with the revitalization of the former Mautz Paint facility, a 102-year-old historic structure located in Madison, Wisconsin. The redevelopment of this will provide jobs to the community and increase surrounding property values.

Location:	Madison
Property Type:	Hospitality
PACE Financing:	\$1,500,000
Total Cost:	\$33 million
Estimated Annual Savings:	\$89,832
Total Estimated Savings	\$1.9 million
Improvements:	HVAC, Windows, Building Shell, Lighting



# Hotel Retlaw

The historic Hotel Retlaw in downtown Fond du Lac, Wisconsin, is an example of how PACE helped to invigorate a former cornerstone of the community. PACE funding was used as a key economic development tool.

	Location:	Fond du Lac
	Property Type:	Hospitality
	PACE Financing :	\$2,373,798
	Project Cost:	\$26 million
	Estimated Annual Savings:	\$289,011
	Lifetime Savings:	\$6,256,523
	Improvements:	HVAC, Lighting, Windows



# Waterloo Technology Center

The improvements to the office building helped the Waterloo Technology Center businesses make a positive impact on their bottom line.

	Location:	Waterloo
	Property Type:	Office
	PACE Financing :	\$249,000
	Total Project Cost:	\$284,800
	Estimated Annual Savings:	\$47,294
	Lifetime Savings:	\$898,589
	Improvements:	HVAC and Lighting



# Uniroyal



Uniroyal, a manufacturer based in Stoughton, Wisconsin, is utilizing \$355,000 of PACE financing to fund installation of a new roof and energy-efficient lighting.

➔	Location:	Stoughton
	Property Type	Manufacturing
	PACE Financing:	\$355,000
	Total Project Cost:	\$536,713
	Estimated Annual Savings:	\$70,698
	Lifetime Savings:	\$989,777
	Improvements:	Roof and Lighting



# Velocity

A mixed-use, 24-unit apartment building across from the bike trail in Verona. The project includes six two-bedroom units on the ground floor, 18 loft apartments, bike parking, below-grade parking, and a 4,600 square foot restaurant.

Location:	Verona, WI
Property Type:	Residential /Commercial
PACE Financing:	\$232,996
Total Project Cost:	\$7 million
Estimated Annual Savings :	\$5,206
Lifetime Savings:	\$104,123
Improvements:	HVAC System, Windows, Lighting



# 818 Post Road



These improvements include building envelope upgrades and installing a 57 kW solar PV system to offset a majority of the building's electric use. The system is estimated to produce 70,400 kWh of electricity or about \$9,910 in year 1 energy and operational cost savings.

Location:	Madison, WI
Property Type:	Warehouse and Office
PACE Financing :	\$203,875
Total Project Cost	\$240,000
Estimated Annual Savings:	\$9,910
Lifetime Savings:	\$208,110
Improvements:	Roof upgrades, Solar PV System, Rooftop Heating and Cooling Units

