

**COUNTY OF RACINE
GOVERNMENT SERVICES COMMITTEE**

Monte G. Osterman, Chairman
Katherine Buske, Vice Chairman
Melissa Kaprelian-Becker, Secretary

Supervisor Thomas E. Roanhouse
Supervisor Kiana Johnson-Harden
Supervisor Scott Maier
Supervisor Mike Dawson

*** THIS LOCATION IS HANDICAP ACCESSIBLE. If you have other special needs, please contact the Racine County Board Office, 730 Wisconsin Avenue, Racine, Wisconsin 53403, Phone 262-636-3571, Fax 262-636-3491, or the TTD/RELAY 1-800-947-3529. ***

**NOTICE OF MEETING OF THE
GOVERNMENT SERVICES COMMITTEE**

DATE: TUESDAY, OCTOBER 4, 2016

TIME: 5:00 p.m.

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

A G E N D A

1. Public Comments
2. Chairman Comments
3. Approval of Minutes from previous meeting(s)
4. Old Business
5. New Business
 - a. Resolution 2016-xx By The Government Services Committee Authorizing The Transfer of \$50,000.00 Within The Capital Projects 2016 Budget, Transfer Of \$10,200.00 From Capital Projects 2016 Budget To The Emergency Management 2016 Budget, And Authorizing The Purchase Of Capital Equipment For A Mobile Incident Command Post For The Sheriff's Office, Communications, And Emergency Management
 - b. Ordinance No. 2016-xx By The Finance and Human Resources Committee Creating Section 7-60 of the Racine County Code of Ordinances Relating to Property Assessed Clean Energy Financing
 - c. Register of Deeds report with fiscal note regarding Authorization for Transfer of \$44,675.00 within the Register of Deeds Technology 2016 Budget and Authorize Capital Project to Purchase Software and Services for Movement of Product off the AS400.
6. Intern Report
7. Adjournment

GOVERNMENT SERVICES COMMITTEE MEETING MINUTES
September 6, 2016

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

Chairman Osterman called the meeting to order at 6:03 p.m. The meeting was attended by Supervisors Buske, Johnson-Harden, Maier, Kaprelian-Becker, Dawson, Roanhouse and Youth Representatives Novak and Martell. Also attending were Racine County Chief of Staff M.T. Boyle and Racine County Emergency Management Coordinator David Maack.

Excused: None.

Absent: Intern Kaden Gorman

#1. Public Comment

None.

#2. Chairman Comments

Chairman Osterman read the Youth in Governance statement.

#3. Approval of minutes from August 2, 2016 meeting

Action: To approve the minutes from the August 2, 2016 meeting as printed. **Motion passed.** Moved: Supervisor Buske. Seconded: Supervisor Harden-Johnson. Vote: All Ayes, No Nays. Youth Vote: Ayes.

#4. Old Business

None.

#5a. Racine County Emergency Management Coordinator David Maack will present the 2015 Annual Report of the Racine County Office of Emergency Management

Racine County Emergency Management Coordinator David Maack presented the 2015 Annual Report from his office. He explained how his office engages the public in different ways including training Storm Spotters each spring for the tornado season. There is a link to Emergency Management on the County website. In May he attends a conference in Maryland on Emergency Management that is quite beneficial. Mr. Maack took questions from the committee.

Action: To receive the report from the Emergency Management office and forward it to the County Board for their September 13, 2016 meeting. **Motion passed.** Moved: Supervisor Buske. Seconded: Supervisor Harden-Johnson. Vote: All Ayes, No Nays. Youth Vote: Ayes.

Chairman Osterman recessed the Government Services Meeting for a three-minute break and then reconvened the meeting.

#5b. List of Resolutions (1-36) received from Wisconsin Counties Association Memorandum.

The committee reviewed each resolution with input from Racine County Chief of Staff M.T. Boyle. She had information and recommendations from various county departments to share with the committee.

Action: To approve all resolution recommendations made by this committee and provide County Board Chairman Rusty Clark with a revised copy as Racine County's representative at the Wisconsin Counties Association Annual Meeting. **Motion passed.** Moved: Supervisor Kaprelian-Becker. Seconded: Supervisor Johnson-Harden. Vote: All Ayes, No Nays. Youth Vote: Ayes.

#6. Intern report

No report was given.

#7a. Communication received from Wisconsin Counties Association Open Meetings, Public Records, and Drafting Meeting Notices: What Every County Official Should Know.

#7b. Resolution No. 16-114 from Richland County Opposing the U.W. Cooperative Extension Reorganization Plan

Action: To receive and file items #7a and #7b. **Motion Passed.** Moved: Supervisor Dawson. Seconded: Supervisor Kaprelian-Becker. Vote: All Ayes, No Nays. Youth Vote: Ayes.

8. Adjournment

Action: To adjourn the meeting at 8:00 p.m. **Motion Passed.** Moved: Supervisor Johnson-Harden. Seconded: Supervisor Roanhouse. Vote: All Ayes, No Nays. Youth Vote: Aye.

Resolution #	County	Title	GS Recommendation
1	Iowa	Supporting Amendment of State Legislation to Eliminate Restrictions on Transfer of Ownership of Municipal Dams	No Recommendation
2	Eau Claire	Supporting Wisconsin Senate Bill 340 and Wisconsin Assembly Bill 515, Relating to Recycling Grants for Local Governments and Making an Appropriation	No Recommendation
3	Walworth	Opposing Proposed Changes to Wisconsin Shoreland Zoning Standards as Outlined in the State Of Wisconsin 2015-2017 Budget Bill	No Recommendation
4	Eau Claire	Repealing Statutory Provisions Enacted in the State of Wisconsin 2015-2017 Budget Concerning Shoreland Zoning Standards (Sections 1922am-2015 Wisconsin Act 55)1922L of	No Recommendation
5	Bayfield	Local Control of Shoreland Zoning by Counties	No Recommendation
6	Bayfield	Gaining More Control from the State Legislature to Provide Authority for Counties to Safeguard their Water Resources	No Recommendation
7	Eau Claire	Requesting the Legislature Discontinue the Practice of Putting Forth and Fast-Tracking Piecemeal Bills Regarding Planning, zoning and Land Use	Does not Support
8	Door	Recommendations as to Legislation that Impacts Planning, Zoning, and Land Use Laws	Does not Support
9	Walworth	Supporting Proposed Legislation Relating to Declarations of Domestic Partnership and Marriage Licenses	No Recommendation
10	Bayfield	Funding from State Legislation to Strengthen Bayfield County's Broadband System	Receive and file
11	Door	Opposing the UW-Extension Reorganization Plan	No Recommendation
12	Price	Opposing the UW-Cooperative Extension Reorganization Plan	No Recommendation
13	Eau Claire	Supporting a change in State Law to Allow Individual Counties to Make County Civilian Correctional Officers Protective Status Under the Wisconsin Retirement System	Does not Support
14	Walworth	Urging the State Legislature to Pass Legislation to Transfer Jurisdiction of 17-Year-Old Delinquent Offenders Back into the Juvenile Justice System from the Adult Corrections System	Does not Support
15	Walworth	Opposing the proposed Changes to Wisconsin's Current Long-Term Care system -- Family Care, IRIS, Partnership, and Aging & Disability Resource Centers	No Recommendation

16	Bayfield	Requesting a Delay in the Joint Finance Committee Adoption of Family Care/IRIS 2.0 Concept Paper	No Recommendation
17	Outagamie	Opposing Legislation Which Would Give Community-Based Residential Facilities the Ability to Administer Psychotropic Medications	Supports
18	Outagamie	Opposing Legislation Affecting Child Welfare Practice	Supports
19	Outagamie	Opposing Proposed Legislation Prohibiting Any Employer, Including State and Local Governments, from Demoting, Suspending, Discharging, or Otherwise Discriminating Against an Employee or Contractor, Intern or Volunteer, for Refusing to be Vaccinated Against Seasonal Influenza.	Supports
20	Fond du Lac	Requesting the State of Wisconsin Fund a Study on the Impact of Industrial Wind Turbines on Human Health	No Recommendation
21	Walworth	Urging the State Legislature to Include Fourth Time OWI Offenders in 2009 Wisconsin Act 100 Funding	No Recommendation
22	Walworth	Opposing Expansion to the Subpoena Process as Proposed in Wisconsin Assembly Bill 90	Supports
23	Outagamie	Opposing any Legislation Expanding the Subpoena Process	Supports
24	Bayfield	Legislative Funding to Assist Counties in Strengthening Their 911 Systems	Supports
25	Eau Claire	Opposing LRB-2148/1 Changing the Way Property is Forfeited After Being Seized in Relation to a Crime	Supports
26	Fond du Lac	Requesting the Governor and State Legislature Provide and Exemption in Wis. Stat. _66.0602 from the State-Imposed Property Tax Levy Limits for the Cost of Economic Development Programs for all Counties, Cities, Villages and Towns	Does not Support
27	Outagamie	Opposing Any Attempt by the State Legislature to Eliminate Computer Aid Payments and the Personal Property Tax	No Recommendation
28	Marinette	Supporting a County Option Relating to Highway Committee/Commissioner Duties and Powers	No Recommendation
29	Price	Supporting Public Funding to Maintain and Improve the Great Lakes Forests Log Car Fleet	No Recommendation
30	Rock	Requesting State Action to Provide More Transportation Funding	Supports
31	Eau Claire	Urging the Governor and Legislature to Agree Upon a Sustainable Solution for the State Transportation Fund	Supports
32	Walworth	Supporting the Provision of Adequate Resources to Support County Land conservation and Cost-Sharing for Farmers and Other Land Users	Supports

33	Walworth	Opposing SB 21 and AB 21 as it Relates to Repealing Wisconsin Statutes 145.245, Wisconsin Fund Program	Supports
34	Walworth	Urging the State Legislature to Wait Until Local Governments Provide Their Numbers, Wards and District Information Before Redistricting and to Use Local Boundaries to Create State Districts	No Recommendation
35	Walworth	Urging the State of Wisconsin to Support Funding for Communicable Disease Control for Population Health	Supports
36	Door	Urging the Wisconsin Legislature to Return Non-Violent 17-Year-Old Offenders to the Juvenile Justice System and Provide Funding for the same	Supports

RESOLUTION NO. 2016-

RESOLUTION BY THE GOVERNMENT SERVICES COMMITTEE AUTHORIZING THE TRANSFER OF \$50,800.00 WITHIN THE CAPITAL PROJECTS 2016 BUDGET, TRANSFER OF \$10,200.00 FROM CAPITAL PROJECTS 2016 BUDGET TO THE EMERGENCY MANAGEMENT 2016 BUDGET, TRANSFER OF \$10,200.00 WITHIN THE EMERGENCY MANAGEMENT 2016 BUDGET, AND AUTHORIZING THE PURCHASE OF CAPITAL EQUIPMENT FOR A MOBILE INCIDENT COMMAND POST FOR THE SHERIFF'S OFFICE, COMMUNICATIONS, AND EMERGENCY MANAGEMENT

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

BE IT RESOLVED by the Racine County Board of Supervisors that the transfers of funds set forth in Exhibit "A" that is attached hereto within the various departmental budgets and the capital project to purchase a used Mobile Incident Command Post is authorized and approved.

Respectfully submitted,

Government Services Committee

1st Reading _____

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

Monte G. Osterman, Chairman

Katherine Buske, Vice-Chairman

VOTE REQUIRED: 2/3 M.E.

Melissa Kaprelian-Becker, Secretary

Prepared by:
Corporation Counsel

Thomas Roanhouse

Scott Maier

Kiana Harden-Johnson

Mike Dawson

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

Approved: _____

Vetoed: _____

Date: _____,

Jonathan Delagrave, County Executive

3
4 **INFORMATION ONLY**

5
6 **WHEREAS**, the Racine County Communications Center, the Office of Emergency
7 Management, and the Racine County Sheriff's Office respectfully request the transfer of funds to
8 purchase a used Mobile Incident Command post; and

9
10 **WHEREAS**, major public safety emergencies depend on effective management and
11 communications; mobile incident command post provides a base of operations and an enclosed
12 area purpose built for incident management; and

13
14 **WHEREAS**, when combined with a communications module, an incident command vehicle
15 is able to maintain its own field communications freeing the Communications Center to handle day-
16 to-day activities while on-scene personnel manage incident-generated communications; and

17
18 **WHEREAS**, a command vehicle also provides a stable, single point of coordination for
19 public safety responders which helps reduce confusion, duplication of efforts, and other pitfalls
20 commonly associated with large scale emergencies; and

21
22 **WHEREAS**, critical incidents are occurring on a more regular basis and require increased
23 investment in equipment, technology, and training in order to ensure they are managed safely and
24 appropriately; and

25
26 **WHEREAS**, the Racine County Sheriff's Office (RASO) has recently identified and
27 inspected a 1994 Mobile Incident Command Post built by Lynch Display Vehicles (LDV) that is
28 currently available for purchase directly from the Waukegan Police Department; and

29
30 **WHEREAS**, RASO mechanics, in addition to LDV mechanics, have inspected the interior
31 and exterior of the vehicle and have deemed it to be mechanically and structurally sound; and

32
33 **WHEREAS**, purchasing a used command post (CP) and investing funds into upgrading and
34 reconfiguring the vehicle is a cost effective way to obtain such an asset; the purchase of a new
35 similarly sized and equipped CP of this type would cost approximately \$223,000.00; and

36
37 **WHEREAS**, the RASO intends to store and maintain the incident command vehicle at the
38 RASO's Patrol Station which is a centralized location within the county and allows the RASO to
39 make the vehicle available to any first responding agencies within the region in a timely fashion;
40 and

41
42 **WHEREAS**, the RASO will utilize existing vehicle maintenance funds in order to meet
43 regularly scheduled maintenance and repairs that are deemed necessary for the safe and efficient
44 operation of the vehicle; and

45
46 **WHEREAS**, the overall cost associated with the CP is two-fold: the initial purchase cost of
47 the vehicle is \$35,000.00 and additional costs related to structural, communication and technology
48 upgrades requires an investment of \$30,000.00; and

49
50 **WHEREAS**, several of the items that are needed for the upgrade are communications
51 related; the office of Emergency Management has access to a 50/50 match grant that can be
52 utilized for the purchase of all the radio related items providing a method to obtain necessary
53 equipment to make the CP operational at a reduced cost.

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2016</u>	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Sheriff's Office - Sheriff Christopher Schmaling

Committee/Individual Sponsoring: Government Services

Date Considered by Committee: 10/4/2016 Date of County Board Meeting to be Introduced: 10/4/2016

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

* Include a paragraph in the memo regarding why 1st & 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorize the transfer of \$50,800 within the Capital Projects 2016 budget, transfer of \$10,200 from Capital Projects
2016 budget to the Emergency Management 2016 budget, transfer of \$10,200 within the Emergency Management
2016 budget and authorizing the purchase of capital equipment for a Mobile Incident Command Post for the
Sheriff's Office, Communications and Emergency Management

SUBJECT MATTER:

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

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

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

The Committee believes that this action furthers the following goals:

- Make Racine County the most accessible county in Wisconsin for business to grow, develop and create family supporting jobs.
- Develop a system that encourages employees, elected officials and citizens to suggest ideas for service enhancement and productivity improvements including a measurement of customer satisfaction.
- Foster an environment where intergovernmental cooperation is encouraged to produce better services and efficiencies.
- Reduce or limit the growth of the tax levy as set forth in Resolution No. 2002-59S.
- To make Racine County a healthy, safe, clean, crime-free community and environment.



RACINE COUNTY SHERIFF'S OFFICE

717 Wisconsin Avenue, Racine, WI 53403-1237

(262) 886-2300 FAX (262) 637-5279

Waterford (262) 534-5166 Burlington (262) 763-9558

Sheriff Christopher Schmaling

Chief Deputy John C. Hanrahan

September 1, 2016

To: Monte Osterman
Chairman, Government Services Committee

From: Sheriff Christopher Schmaling

RE: Purchase of a Used Mobile Incident Command Post

The Racine County Communications Center, the Office of Emergency Management, and the Racine County Sheriff's Office respectfully request the transfer of funds to an account to purchase a used Mobile Incident Command Post. Major public safety emergencies depend on effective management and communications. A mobile incident command post provides a base of operations and an enclosed area purpose built for incident management. When combined with a communications module an incident command vehicle is able to maintain its own field communications, freeing the Communications Center to handle day-to-day activities while on-scene personnel manage incident-generated communications. A command vehicle also provides a stable, single point of coordination for public safety responders. This helps reduce confusion, duplication of efforts, and other pitfalls commonly associated with large scale emergencies. Critical incidents are occurring on a more regular basis and require an ever increasing investment in equipment, technology, and training in order to ensure they are managed safely and appropriately.

The Racine County Sheriff's Office has recently identified and inspected a 1994 Mobile Incident Command Post built by Lynch Display Vehicles (LDV). This unit is currently available for purchase directly from the Waukegan Police Department. Sheriff's Office mechanics in addition to LDV mechanics have inspected the interior and exterior of the vehicle and have deemed it to be mechanically and structurally sound.

Purchasing a used CP and investing funds into upgrading and reconfiguring it is a cost effective way to obtain an asset such as this. The purchase of a new similarly sized and similarly equipped CP of this type would cost approximately \$223,000.

The Sheriff's Office intends to store and maintain the incident command vehicle at the Racine County Sheriff's Office Patrol Station. Storage of this type of asset at a centralized location within the county, allows the Sheriff's Office to make the vehicle available to any first responding agencies within the region in a timely fashion.

The Sheriff's Office will utilize existing vehicle maintenance funds in order to meet regularly scheduled maintenance and repairs that are deemed necessary for the safe and efficient operation of the vehicle.

The overall cost associated with the mobile incident command post is two-fold. The initial purchase cost of the vehicle is \$35,000.00. Additional costs related to structural, communication and technology upgrades requires an investment of \$30,000.00. For an itemized list of expenses related to the vehicle upgrades please see the attachment provided.

Several of the items that are needed for upgrading the command post are communications related. The Racine County office of Emergency Management has access to a 50/50 match grant that can be utilized for the purchase of all the radio related items. This provides us a method to obtain necessary equipment to make the command post operational at a reduced cost.

If you have any questions concerning this matter, please feel free to contact me. I will also have staff available at the Government Services Committee meeting to answer any questions that you may have.

Sheriff Christopher Schmaling
Sheriff, Racine County

By: Capt. James Weidner #7778

Mobile Command Post Itemized Expenses

Incident Command Vehicle Purchase Price: \$35,000.00

Incident Command Vehicle Upgrades: \$30,000.00

- Vehicle Graphics: \$1,500.00
- Emergency Lighting: No cost (utilize existing equipment)
- Vehicle Paint and body work: \$2,000.00
- T.V. monitors: \$2000.00
- Radios: \$20,400 (after 50/50 match grant: \$10,200)
 - APX 7500 Mobile multi band radio (2 x \$5,500 each): \$11,000
 - APX Mobile single band radio (2 x \$2,700 each): \$5,400
 - VTAC 36 mobile repeater (1): \$3,200
 - Dispatcher interface equipment: \$800
- Laptop computers: \$4,000.00
- WIFI Hotspot: \$1,000.00
- Air Conditioning/Heating Units (2): \$2,800
- Generators and generator storage area repair: \$4000.00
- Electrical/Lighting upgrades: \$ 1,500.00
- Incident management supplies: \$1,000.00

ORDINANCE NO. 2016-

ORDINANCE BY THE FINANCE AND HUMAN RESOURCES COMMITTEE CREATING SECTION 7-60 OF THE RACINE COUNTY CODE OF ORDINANCES RELATING TO PROPERTY ASSESSED CLEAN ENERGY FINANCING

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

The Racine County Board of Supervisors do ordain as follows:

Section 1: Section 7-60 of the Racine County Code of Ordinances relating to property assessed clean energy financing is hereby created to read as follows:

Sec. 7-60. Property Assessed Clean Energy Financing

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

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

(3) DEFINITIONS. In this section:

(a) "Annual installment" means the portion of the PACE loan that is due and payable for a particular year under the supplemental agreement.

(b) "Borrower" means the property owner or lessee of the subject property that borrows the proceeds of a PACE loan.

(c) "Default loan balance" means the outstanding balance, whether or not due, of a PACE loan at the time that the County receives foreclosure proceeds.

(d) "Foreclosure proceeds" means the proceeds received by the County from the disposition of a subject property through an in rem property tax foreclosure.

(e) "Loan amount" means the principal, interest, administrative fees (including the Program Administrator's fees) and other loan charges to be paid by the borrower under the PACE loan.

42 (f) "PACE" means the acronym for property assessed clean energy.

43 (g) "PACE default provisions" means:

44 1. The delinquent annual installment(s) due when the County
45 initiates the *in rem* property tax foreclosure on the subject property;

46 2. Any additional annual installment(s) that become due between the
47 time that the County initiates *in rem* property tax foreclosure on the subject property and the
48 date the County receives the foreclosure proceeds;

49 3. Any default interest charges applied to unpaid annual installments
50 referenced in subs. (1.) and (2.) above, as provided in the supplemental agreement; and

51 4. Any default loan balance.

52

53 (h) "PACE lender" means any person that makes a PACE loan, and which
54 may include an affiliate of the borrower.

55 (i) "PACE loan" means a loan made by a PACE lender to a borrower under
56 this Section for energy efficiency improvements, water efficiency improvements, or renewable
57 resource applications made to or installed on a subject property.

58 (j) "Person" means any individual, association, firm, corporation, partnership,
59 limited liability company, trust, joint venture or other legal entity, or a political subdivision as
60 defined in Wis. Stat. § 66.0627.

61 (k) "Program Administrator" means the person retained by the Wisconsin
62 PACE Commission as provided in subsection (5)(b).

63 (l) "Subject property" means any premises located in the County on which
64 an energy efficiency improvements, water efficiency improvements, or renewable resource
65 applications are being or have been made and financed through an outstanding PACE loan.

66 (m) "Supplemental agreement" means a written agreement among a
67 borrower, a PACE lender and the County, as provided for in subsection (7).

68 (n) "Wisconsin PACE Commission" means the Wisconsin PACE
69 Commission formed under Wis. Stat. § 66.0301, as amended, by the County and one or more
70 other political subdivisions as defined in Wis. Stat. § 66.0627, pursuant to a Joint Exercise of
71 Powers Agreement relating to the Wisconsin PACE Commission.

72 (4) PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS.
73 Any PACE loan made and secured pursuant to this Section shall be considered a special
74 charge on the subject property. Any annual installment or portion of a PACE loan made and
75 secured pursuant to the Section that becomes delinquent according to the terms of the PACE
76 loan shall be a lien against the subject property and placed on the tax roll, as permitted pursuant
77 to Wis. Stat. §66.0627 as amended.

78 (5) WISCONSIN PACE COMMISSION.

79 (a) Any of the powers and duties of the County under this Section, except for
80 those under subsection (9) may (but are not required to) be delegated to the Wisconsin PACE
81 Commission.

82 (b) The Wisconsin PACE Commission is further authorized to retain a
83 Program Administrator to act as its agent and administer the PACE program, subject to
84 adherence with PACE program requirements set forth in this Section and in Wis. Stat. §
85 66.0627 as amended.

86 (6) LOAN APPROVAL.

87 (a) A prospective borrower applying for a PACE loan shall comply with the
88 loan application process set forth in the program manual approved by the County.

89 (b) The County shall approve the financing arrangements between a
90 borrower and PACE lender.

91 (7) SUPPLEMENTAL AGREEMENT.

92 (a) The County, the borrower and the PACE lender shall execute the
93 supplemental agreement which, without limitation:

94 1. Shall inform the participants that the PACE loan amount shall be
95 imposed as and considered a special charge, and each year's annual installment may be
96 included on the property tax roll of the subject property as a special charge and an annual
97 installment that is delinquent shall be a lien against the subject property pursuant to Wis. Stat. §
98 66.0627, as amended;

99 2. Shall recite the amount and the term of the PACE loan;

100 3. Shall provide for the amount, or a method for determining the
101 amount, of the annual installment due each year;

102 4. Shall provide whether default interest may be applied to unpaid
103 annual installments;

104 5. Shall require the PACE lender and the borrower to comply with all
105 federal, state and local lending and disclosure requirements;

106 6. Shall provide for any fees payable to the County and/or Program
107 Administrator;

108 7. Shall recite that the supplemental agreement is a covenant that
109 runs with the land;

110 8. May provide for prepayments of annual installments by the
111 borrower with a resulting reduction in the special charge for the prepayment, subject to any

112 prepayment premium charged by the PACE lender, if any; and

113 9. May allow for amendment by the parties.

114 (b) Prior to executing the supplemental agreement, the owner of the subject
115 property, if different from the borrower, and any existing mortgage holder(s) on the subject
116 property must have executed a separate writing acknowledging the borrower's use of PACE
117 financing for the subject property and the special charge that will be imposed under this Section
118 and its consequences, including the remedies for collecting the special charge.

119 (c) Each PACE loan shall be amortized over the term of the PACE loan as
120 provided in the supplemental agreement.

121 (d) The annual payments of a PACE loan may be payable in installments as
122 authorized by Wis. Stat. § 66.0627, as amended.

123 (8) ANNUAL INSTALLMENTS ADDED TO TAX ROLLS. Upon the request of the
124 Program Administrator the County shall place each year's annual installment on the tax roll for
125 the subject property as permitted pursuant to Wis. Stat. § 66.0627, as amended.

126 (9) REMITTANCE OF SPECIAL CHARGES. The County shall promptly remit to the
127 Wisconsin PACE Commission any payment(s) for a special charge imposed under this Section,
128 including penalties and charges thereon, it may receive from any taxing district or the County
129 treasurer pursuant to Wis. Stat. Ch. 74, as amended.

130 (10) PROPERTY TAX FORECLOSURE PROCEDURES.

131 (a) The County elects to utilize the provisions of Wis. Stat. § 75.521, as
132 amended, for the purpose of enforcing tax liens if a subject property owner fails to pay any
133 special charges imposed on the subject property under this Section as required.

134 (b) The County shall begin an in rem property tax foreclosure proceeding on
135 the subject property at the earliest time allowed under Wisconsin Statutes, unless the County
136 determines that subject property is a "brownfield" (as defined in Wis. Stat. § 75.106, as
137 amended) or that in rem property tax foreclosure is not in the best interests of the County due to
138 the condition of the property or for other reasons.

139 (c) If the County has determined that it will not commence an in rem
140 property tax foreclosure proceeding, then the PACE lender may request that the County,
141 pursuant to Wis. Stat. § 75.106, as amended, assign the County's right to take judgment against
142 the subject property, provided that the PACE lender and the County fully comply with all
143 provisions of Wis. Stat. § 75.106, as amended, concerning the subject property and the PACE
144 lender agrees to pay the amounts required by Wis. Stat. § 75.36(3)(a)1 and 1m, as amended.

145 (11) SALE OF FORECLOSED PROPERTY. If the County prevails in an in rem
146 property tax foreclosure action against a subject property, the County shall diligently proceed to
147 sell the subject property pursuant to the procedures set forth in Wis. Stat. § 75.69, as amended.

148 (12) DISTRIBUTION OF FORECLOSURE PROCEEDS. The County treasurer shall
149 follow the procedures set forth in Wis. Stat. §75.36, as amended, to distribute the proceeds from
150 the sale of a subject property.

151 **Section 2:** This Ordinance shall take effect the day after passage and publication as
152 required by law.

153
154 Respectfully submitted,

155
156 1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

157
158 2nd Reading _____

159
160 **BOARD ACTION**

Q.A. Shakoor, II, Chairman

161 Adopted _____

162 For _____

Robert N. Miller, Vice-Chairman

163 Against _____

164 Absent _____

165
166 **VOTE REQUIRED:** Majority

Thomas Pringle, Secretary

167
168 Prepared by:
169 Corporation Counsel

Janet Bernberg

170
171
172 _____
Donnie Snow

173
174
175 _____
John A. Wisch

176
177
178 _____
Brett A. Nielsen

179
180 **The foregoing legislation adopted by the County Board of Supervisors of**
181 **Racine County, Wisconsin, is hereby:**

182 **Approved:** _____

183 **Vetoed:** _____

184
185 **Date:** _____,

186
187 _____
188 **Jonathan Delagrave, County Executive**
189

**Joint Exercise of Powers Agreement
relating to
WISCONSIN PACE COMMISSION**

**EXHIBIT A
Model Pace Ordinance**

PROPERTY ASSESSED CLEAN ENERGY FINANCING ORDINANCE

"COUNTY" PACE Program

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

- 2) DEFINITIONS. In this section:
 - a. "Annual installment" means the portion of the PACE loan that is due and payable for a particular year under the supplemental agreement.
 - b. "Borrower" means the property owner or lessee of the subject property that borrows the proceeds of a PACE loan.
 - c. "Default loan balance" means the outstanding balance, whether or not due, of a PACE loan at the time that the COUNTY receives foreclosure proceeds.
 - d. "Foreclosure proceeds" means the proceeds received by the COUNTY from the disposition of a subject property through an *in rem* property tax foreclosure.
 - e. "Loan amount" means the principal, interest, administrative fees (including the Program Administrator's fees) and other loan charges to be paid by the borrower under the PACE loan.
 - f. "PACE" means the acronym for property assessed clean energy.
 - g. "PACE default provisions" means:
 - i. The delinquent annual installment(s) due when the COUNTY initiates the *in rem* property tax foreclosure on the subject property;
 - ii. Any additional annual installment(s) that become due between the time that the COUNTY initiates *in rem* property tax foreclosure on the subject property and the date the County receives the foreclosure proceeds;
 - iii. Any default interest charges applied to unpaid annual installments referenced in subs. (i) and (ii) above, as provided in the supplemental agreement; and
 - iv. Any default loan balance.
 - h. "PACE lender" means any person that makes a PACE loan, and which may include an affiliate of the borrower.
 - i. "PACE loan" means a loan made by a PACE lender to a borrower under this Section for energy efficiency improvements, water efficiency improvements, or renewable resource applications made to or installed on a subject property.
 - j. "Person" means any individual, association, firm, corporation, partnership, Limited Liability Company, trust, joint venture or other legal entity, or a political subdivision as defined in Sec. 66.0627, Wis. Stat.
 - k. "Program Administrator" means the person retained by the Wisconsin PACE Commission as provided in sub. 5(b).

- l. "Subject property" means any premises located in the COUNTY on which an energy efficiency improvements, water efficiency improvements, or renewable resource applications are being or have been made and financed through an outstanding PACE loan.
- m. "Supplemental agreement" means a written agreement among a borrower, a PACE lender and the COUNTY, as provided for in sub. 7.
- n. "Wisconsin PACE Commission" means the Wisconsin PACE Commission formed under Sec. 66.0301, Wis. Stat., as amended, by the COUNTY and one or more other political subdivisions as defined in Sec. 66.0627, Wis. Stat., pursuant to a Joint Exercise of Powers Agreement Relating to the Wisconsin PACE Commission dated [DATE], as amended.

3) STATUTORY AUTHORITY. This Section is enacted pursuant to Sec. 66.0627, Wis. Stat., as amended, which authorizes a County to make a loan or enter into an agreement regarding loan repayments to a 3rd party for owner-arranged or lessee-arranged financing, to an owner or a lessee of a premises located in the County for making or installing an energy efficiency improvement, a water efficiency improvement or a renewable resource application to a premises.

4) PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS. Any PACE loan made and secured pursuant to this Section shall be considered a special charge on the subject property. Any installment or portion of a PACE loan made and secured pursuant to this Section that becomes delinquent according to the terms of the PACE loan shall be a lien against the subject property and placed on the tax roll, as permitted pursuant to Sec. 66.0627, Wis. Stat., as amended.

5) WISCONSIN PACE COMMISSION.

- a. Any of the powers and duties of the COUNTY under this Section, except for those under sub. 9, may (but are not required to) be delegated to the Wisconsin PACE Commission.
- b. The Wisconsin PACE Commission is further authorized to retain a Program Administrator to act as its agent and administer the PACE program, subject to adherence with PACE program requirements consistent with this Section and Sec. 66.0627, Wis. Stat., as amended.

6) LOAN APPROVAL.

- a. A prospective borrower applying for a PACE loan shall comply with the loan application process set forth in the program manual approved by the COUNTY.
- b. The COUNTY shall approve the financing arrangements between a borrower and PACE lender.

7) SUPPLEMENTAL AGREEMENT.

- c. The COUNTY, the borrower and the PACE lender shall execute the supplemental agreement which, without limitation:
 - i. Shall inform the participants that the PACE loan amount shall be imposed as and considered a special charge, and each year's annual installment may be included on the property tax roll of the subject property as a special charge and an annual

installment that is delinquent shall be a lien against the subject property pursuant to Sec. 66.0627, Wis. Stats., as amended;

- ii. Shall recite the amount and the term of the PACE loan;
 - iii. Shall provide for the amount, or a method for determining the amount, of the annual installment due each year;
 - iv. Shall provide whether default interest may be applied to unpaid annual installments;
 - v. Shall require the PACE lender and the borrower to comply with all federal, state and local lending and disclosure requirements;
 - vi. Shall provide for any fees payable to the COUNTY and/or Program Administrator;
 - vii. Shall recite that the supplemental agreement is a covenant that runs with the land;
 - viii. May provide for prepayments of annual installments by the borrower with a resulting reduction in the special charge for the prepayment, subject to any prepayment premium charged by the PACE lender, if any; and
 - ix. May allow for amendment by the parties.
- a. Prior to executing the supplemental agreement, the owner of the subject property, if different from the borrower, and any existing mortgage holder(s) on the subject property must have executed a separate writing acknowledging the borrower's use of PACE financing for the subject property and the special charge that will be imposed under this Section and its consequences, including the remedies for collecting the special charge.
 - b. Each PACE loan shall be amortized over the term of the PACE loan as provided in the supplemental agreement.
 - c. The annual payments of a PACE loan may be payable in installments as authorized by Sec. 66.0627, Wis. Stat., as amended.
- 8) ANNUAL INSTALLMENTS ADDED TO TAX ROLLS. Upon the request of the Program Administrator, the COUNTY shall place each year's annual installment on the tax roll for the subject property as permitted pursuant to Sec. 66.0627, Wis. Stat., as amended.
- 9) REMITTANCE OF SPECIAL CHARGES. The COUNTY shall promptly remit to the Wisconsin PACE Commission any payment(s) it receives in respect of any special charge imposed under this Section, including penalties and charges thereon, it may receive from any taxing district or the COUNTY treasurer pursuant to Ch. 74, Wis. Stats., as amended.
- 10) PROPERTY TAX FORECLOSURE PROCEDURES.
- a. The COUNTY elects to utilize the provisions of Sec. 75.521, Wis. Stat., as amended, for the purpose of enforcing tax liens if a subject property owner fails to pay any special charges imposed on the subject property under this Section as required.
 - b. The COUNTY shall begin an *in rem* property tax foreclosure proceeding on the subject property at the earliest time allowed under Wisconsin Statutes, unless the COUNTY determines that subject property is a "brownfield" (as defined in Sec. 75.106, Wis. Stat., as amended) or that *in rem* property tax foreclosure is not in the best interests of the COUNTY due to the condition of the property or other reasons.
 - c. If the COUNTY has determined that it will not commence an *in rem* property tax foreclosure proceeding, then the PACE lender may request that the COUNTY, pursuant to Sec. 75.106, Wis. Stat., as amended, assign the COUNTY'S right to take judgment

against the subject property, provided that the PACE lender and the COUNTY fully comply with all provisions of Sec. 75.106, Wis. Stat., as amended, concerning the subject property and the PACE lender agrees to pay the amounts required by Sec. 75.36(3)(a)1 and 1m, Wis. Stat., as amended.

- 11) SALE OF FORECLOSED PROPERTY. If the COUNTY prevails in an *in rem* property tax foreclosure action against a subject property, the COUNTY shall diligently proceed to sell the subject property pursuant to the procedures set forth in Sec. 75.69, Wis. Stat., as amended.
- 12) DISTRIBUTION OF FORECLOSURE PROCEEDS. The COUNTY treasurer shall follow the procedures set forth in Sec. 75.36, Wis. Stat., as amended, to distribute the proceeds from the sale of a subject property.
- 13) ORDINANCE ELECTING TO PROCEED UNDER SEC. 75.521, Wis. Stats., IN RELATION TO THE ENFORCEMENT OF COLLECTION OF TAX LIENS.
 - a. [Examine COUNTY'S local ordinances to determine if COUNTY has already adopted Wis. Stat. 75.521 *in rem* foreclosure].
 - b. From and after [INSERT DATE] the COUNTY elects to adopt the provisions of Sec. 75.521, Wis. Stat., as amended, for the purpose of enforcing tax liens in such COUNTY in the cases where the procedure provided by such section is applicable.

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.

Comment: Who is on the board?

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).

Comment: Paid

(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 except 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.

Comment: How are they paid?

(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: (1) 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.

Comment: Can withdraw but not if fewer than two members left.

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.

Comment: Ordinance cannot be changed without PACE approval

(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).

Comment: Who pays for the indemnification insurance?

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 or 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.

Comment: Costs?

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.

Comment: Where is the referenced fee schedule? It should be reviewed.

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.

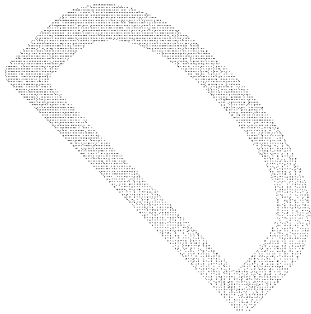
(c) Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

(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:	On behalf of COUNTY / CITY / VILLAGE / TOWN:
By:	By:
Its:	Its:
Date:	Date:
On behalf of COUNTY / CITY / VILLAGE / TOWN:	On behalf of COUNTY / CITY / VILLAGE / TOWN:
By:	By:
Its:	Its:
Date:	Date:
On behalf of COUNTY / CITY / VILLAGE / TOWN:	On behalf of COUNTY / CITY / VILLAGE / TOWN:
By:	By:
Its:	Its:
Date:	Date:

ORDINANCE NO. 2016-

ORDINANCE BY THE FINANCE AND HUMAN RESOURCES COMMITTEE CREATING SECTION 7-60 OF THE RACINE COUNTY CODE OF ORDINANCES RELATING TO PROPERTY ASSESSED CLEAN ENERGY FINANCING

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

The Racine County Board of Supervisors do ordain as follows:

Section 1: Section 7-60 of the Racine County Code of Ordinances relating to property assessed clean energy financing is hereby created to read as follows:

Sec. 7-60. Property Assessed Clean Energy Financing

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

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

(3) **DEFINITIONS.** In this section:

(a) "Annual installment" means the portion of the PACE loan that is due and payable for a particular year under the supplemental agreement.

(b) "Borrower" means the property owner or lessee of the subject property that borrows the proceeds of a PACE loan.

(c) "Default loan balance" means the outstanding balance, whether or not due, of a PACE loan at the time that the County receives foreclosure proceeds.

(d) "Foreclosure proceeds" means the proceeds received by the County from the disposition of a subject property through an *in rem* property tax foreclosure.

(e) "Loan amount" means the principal, interest, administrative fees (including the Program Administrator's fees) and other loan charges to be paid by the borrower under the PACE loan.

42 (f) "PACE" means the acronym for property assessed clean energy.

43 (g) "PACE default provisions" means:

44 1. The delinquent annual installment(s) due when the County
45 initiates the *in rem* property tax foreclosure on the subject property;

46 2. Any additional annual installment(s) that become due between the
47 time that the County initiates *in rem* property tax foreclosure on the subject property and the
48 date the County receives the foreclosure proceeds;

49 3. Any default interest charges applied to unpaid annual installments
50 referenced in subs. (1.) and (2.) above, as provided in the supplemental agreement; and

51 4. Any default loan balance.

52

53 (h) "PACE lender" means any person that makes a PACE loan, and which
54 may include an affiliate of the borrower.

55 (i) "PACE loan" means a loan made by a PACE lender to a borrower under
56 this Section for energy efficiency improvements, water efficiency improvements, or renewable
57 resource applications made to or installed on a subject property.

58 (j) "Person" means any individual, association, firm, corporation, partnership,
59 limited liability company, trust, joint venture or other legal entity, or a political subdivision as
60 defined in Wis. Stat. § 66.0627.

61 (k) "Program Administrator" means the person retained by the Wisconsin
62 PACE Commission as provided in subsection (5)(b).

63 (l) "Subject property" means any premises located in the County on which
64 an energy efficiency improvements, water efficiency improvements, or renewable resource
65 applications are being or have been made and financed through an outstanding PACE loan.

66 (m) "Supplemental agreement" means a written agreement among a
67 borrower, a PACE lender and the County, as provided for in subsection (7).

68 (n) "Wisconsin PACE Commission" means the Wisconsin PACE
69 Commission formed under Wis. Stat. § 66.0301, as amended, by the County and one or more
70 other political subdivisions as defined in Wis. Stat. § 66.0627, pursuant to a Joint Exercise of
71 Powers Agreement relating to the Wisconsin PACE Commission dated ___ as amended.

72 (4) PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS.
73 Any PACE loan made and secured pursuant to this Section shall be considered a special
74 charge on the subject property. Any annual installment or portion of a PACE loan made and
75 secured pursuant to the Section that becomes delinquent according to the terms of the PACE
76 loan shall be a lien against the subject property and placed on the tax roll, as permitted pursuant
77 to Wis. Stat. §66.0627 as amended.

Comment: Eau Claire changed from model ordinance but same substance

78 (5) WISCONSIN PACE COMMISSION.

79 (a) Any of the powers and duties of the County under this Section, except for
80 those under subsection (9) may (but are not required to) be delegated to the Wisconsin PACE
81 Commission.

Comment: Do we need to delegate by a resolution?

82 (b) The Wisconsin PACE Commission is further authorized to retain a
83 Program Administrator to act as its agent and administer the PACE program, subject to
84 adherence with PACE program requirements set forth in this Section and in Wis. Stat. §
85 66.0627 as amended.

86 (6) LOAN APPROVAL.

87 (a) A prospective borrower applying for a PACE loan shall comply with the
88 loan application process set forth in the program manual approved by the County.

Comment: Who prepares the manual? Or does it already exist with the commission?

89 (b) The County shall approve the financing arrangements between a
90 borrower and PACE lender.

91 (7) SUPPLEMENTAL AGREEMENT.

Comment: Do we need an agreement? See Milwaukee Co. version which is slightly different.

92 (a) The County, the borrower and the PACE lender shall execute the
93 supplemental agreement which, without limitation:

94 1. Shall inform the participants that the PACE loan amount shall be
95 imposed as and considered a special charge, and each year's annual installment may be
96 included on the property tax roll of the subject property as a special charge and an annual
97 installment that is delinquent shall be a lien against the subject property pursuant to Wis. Stat. §
98 66.0627, as amended;

99 2. Shall recite the amount and the term of the PACE loan;

100 3. Shall provide for the amount, or a method for determining the
101 amount, of the annual installment due each year;

102 4. Shall provide whether default interest may be applied to unpaid
103 annual installments;

104 5. Shall require the PACE lender and the borrower to comply with all
105 federal, state and local lending and disclosure requirements;

106 6. Shall provide for any fees payable to the County and/or Program
107 Administrator;

108 7. Shall recite that the supplemental agreement is a covenant that
109 runs with the land;

110 8. May provide for prepayments of annual installments by the
111 borrower with a resulting reduction in the special charge for the prepayment, subject to any

112 prepayment premium charged by the PACE lender, if any; and

113 9. May allow for amendment by the parties.

114 (b) Prior to executing the supplemental agreement, the owner of the subject
115 property, if different from the borrower, and any existing mortgage holder(s) on the subject
116 property must have executed a separate writing acknowledging the borrower's use of PACE
117 financing for the subject property and the special charge that will be imposed under this Section
118 and its consequences, including the remedies for collecting the special charge.

Comment: Owner agreement needed if different than the borrower

119 (c) Each PACE loan shall be amortized over the term of the PACE loan as
120 provided in the supplemental agreement.

121 (d) The annual payments of a PACE loan may be payable in installments as
122 authorized by Wis. Stat. § 66.0627, as amended.

123 (8) ANNUAL INSTALLMENTS ADDED TO TAX ROLLS. Upon the request of the
124 Program Administrator the County ~~keep place each year's annual installment on the tax roll for~~
125 the subject property as permitted pursuant to Wis. Stat. § 66.0627, as amended.

Deleted: shall

Comment: See Milwaukee and Eau Clair County's

126 (9) REMITTANCE OF SPECIAL CHARGES. The County shall promptly remit to the
127 Wisconsin PACE Commission any payment(s) for a special charge imposed under this Section,
128 including penalties and charges thereon, it may receive from any taxing district or the County
129 treasurer pursuant to Wis. Stat. Ch. 74, as amended.

Comment: See Milwaukee Co and they set up a fee schedule

130 (10) PROPERTY TAX FORECLOSURE PROCEDURES.

131 (a) The County elects to utilize the provisions of Wis. Stat. § 75.521, as
132 amended, for the purpose of enforcing tax liens if a subject property owner fails to pay any
133 special charges imposed on the subject property under this Section as required.

134 (b) The County shall begin an in rem property tax foreclosure proceeding on
135 the subject property at the earliest time allowed under Wisconsin Statutes, unless the County
136 determines that subject property is a "brownfield" (as defined in Wis. Stat. § 75.106, as
137 amended) or that in rem property tax foreclosure is not in the best interests of the County due to
138 the condition of the property or for other reasons.

Comment: Vague and gives county an out

139 (c) If the County has determined that it will not commence an in rem
140 property tax foreclosure proceeding, then the PACE lender may request that the County,
141 pursuant to Wis. Stat. § 75.106, as amended, assign the County's right to take judgment against
142 the subject property, provided that the PACE lender and the County fully comply with all
143 provisions of Wis. Stat. § 75.106, as amended, concerning the subject property and the PACE
144 lender agrees to pay the amounts required by Wis. Stat. § 75.36(3)(a)1 and 1m, as amended.

Comment: Do we have to since it says may? Corp Counsel would still want county discretion.

145 (11) SALE OF FORECLOSED PROPERTY. If the County prevails in an in rem
146 property tax foreclosure action against a subject property, the County, under its usual process to
147 sell tax foreclosed properties, shall diligently proceed to sell the subject property pursuant to the
148 procedures set forth in Wis. Stat. § 75.69, and Racine County Ordinance 7-56 as amended.

Milwaukee Co. allows PACE lender to market for sale for 90 days before the property sells and also has a proceeds distribution section

149 (12) DISTRIBUTION OF FORECLOSURE PROCEEDS. The County treasurer shall
150 follow the procedures set forth in Wis. Stat. §75.36, as amended, to distribute the proceeds from
151 the sale of a subject property.

152 **Section 2:** This Ordinance shall take effect the day after passage and publication as
153 required by law.

154 Respectfully submitted,

157 1st Reading _____

Government Services Committee

158

159 2nd Reading _____

160

161 BOARD ACTION _____

Monte G. Osterman, Chairman

162 Adopted _____

163 For _____

Katherine Buske, Vice-Chairman

164 Against _____

165 Absent _____

166

167 VOTE REQUIRED: Majority

Melissa Kaprelian-Becker, Secretary

168

169 Prepared by:

170 Corporation Counsel

Thomas Roanhouse

171

172

173

Scott Maier

174

175

176

Kiana Harden-Johnson

177

178

179

Mike Dawson

180

181 The foregoing legislation adopted by the County Board of Supervisors of

182 Racine County, Wisconsin, is hereby:

183 Approved: _____

184 Vetoed: _____

185

186 Date: _____

187

188

189 Jonathan Delagrave, County Executive

RESOLUTION NO. 2016-

RESOLUTION BY THE GOVERNMENT SERVICES COMMITTEE AUTHORIZING PARTICIPATION IN THE GREEN TIER LEGACY COMMUNITY PROGRAM

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

WHEREAS, the Wisconsin Department of Natural Resources in partnership with the League of Wisconsin Municipalities, 1,000 Friends of Wisconsin, Wisconsin Energy Conservation Corp, Municipal Environmental Group, Center on Wisconsin Strategy, and the cities of Appleton, Bayfield, Fitchburg, and Middleton and the Village of Weston have created a Green Tier Charter for Legacy Communities to assist municipalities in achieving superior environmental performance in one or both of the following two areas: (1) water resources management; (2) sustainability practices; and goals relating to economic development, public health and social equity; and to recognize their efforts and progress; and

WHEREAS, Racine County would subscribe to the sustainability component of this Charter to develop a Sustainability Implementation and Monitoring Plan which may include one or all of the following elements:

1. 'Build and Buy Green' strategies and programs.
2. Strategies to promote environmental stewardship in the private sector.
3. Transportation policies and actions that increase pedestrians, bicyclists, transit passengers as a primary mode of transportation, and that are designed to reduce public per-capita vehicle miles traveled and greenhouse gas emissions.
4. Land use policies and actions that seek to identify, cleanup and redevelop brownfield sites, promote street connectivity and mixed-use development, and protect natural resources.
5. Environmental stewardship, energy efficiency, waste and materials management policies and the use of renewable fuels to reduce total energy consumption throughout the community
6. Local government practices that encourage county employees to conserve energy, preserve the environment, and decrease greenhouse gas emissions from county facilities, services, and vehicle fleets.
7. Encourage residents and businesses to adopt sustainable practices; and

WHEREAS, Racine County has been invited by the Wisconsin Counties Association to join in this voluntary program and believes participation will further enhance the County's current commitment to sustainability; and

WHEREAS, Racine County will benefit from such a partnership with the Green Tier Legacy Communities Program by receiving positive recognition, gaining access to a DNR staff liaison and DNR resource team, receiving prioritization in applying for certain grants and streamlining of certain DNR permitting processes; and

4 **WHEREAS**, by adopting this resolution Racine County agrees to sign and comply
5 with the Green Tier Charter for Legacy Communities. Racine County staff will participate in
6 quarterly meetings, network and share information with the public and the communities in the
7 program, and provide an annual report noting the progress in meeting goals, baselines and
8 sustainability plans.
9

10 **NOW THEREFORE BE IT RESOLVED** by the Racine County Board that it declares
11 itself a signatory to the Green Tier Charter for Legacy Communities and authorizes the County
12 Executive to take all actions necessary for Racine County to participate in the Green Tier
13 Legacy Program.
14

15 **BE IT FURTHER RESOLVED**, that County staff are directed to assist with meeting
16 the Charter goals and to submit an annual report to the Organizational Signatories; and
17

18 **BE IT FURTHER RESOLVED**, that upon adoption, the County Clerk is hereby
19 directed to send a copy of this resolution to the Wisconsin DNR and the Legacy Communities
20 Green Tier Steering Committee.
21

22
23 Respectfully submitted,

24 **Government Services Committee**

25 1st Reading _____

26 2nd Reading _____

27 BOARD ACTION _____

28 Adopted _____

29 For _____

30 Against _____

31 Absent _____

32 _____
33 Monte G. Osterman, Chairman

34 _____
35 Katherine Buske, Vice-Chairman

36 VOTE REQUIRED: _____

37 _____
38 Melissa Kaprelian-Becker, Secretary

39 Prepared by:
40 Corporation Counsel

41 _____
42 Thomas Roanhouse

43 _____
44 Scott Maier

45 _____
46 Kiana Harden-Johnson

47 _____
48 Mike Dawson
49
50

1 Resolution No. 2016-

2 Page Three

3

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

6 **Approved: _____**

7 **Vetoed: _____**

8

9 **Date: _____,**

10

11

12

Jonathan Delagrave, County Executive

RRF

RESOLUTION NO. 2016-

RESOLUTION BY THE GOVERNMENT SERVICES COMMITTEE AUTHORIZING RACINE COUNTY TO ENTER INTO AN AGREEMENT WITH THE PROPERTY ASSESSED CLEAN ENERGY (PACE) COMMISSION

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

WHEREAS, pursuant to Wis. Stat. § 66.0301, two or more municipalities of the State of Wisconsin, may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Racine County is a "municipality" as that term is defined in Wis. Stat. § 66.0301 and a political subdivision located in the State; and

WHEREAS, Racine County 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, Wis. Stat. § 66.0627(8) authorizes a city, a village, a town and 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 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, Racine County has determined that it is in the public interest to provide real property owners, lessees, lenders and other transaction parties in Racine County with access to a uniformly-administered program for PACE financing; and

WHEREAS, Racine County and other counties, with the support and counsel of the Wisconsin Counties Association, League of Wisconsin Municipalities, Green Tier Legacy Communities and other stakeholders, have studied the possibility of creating a commission pursuant to Wis. Stat. § 66.0301 to be known as the Wisconsin PACE Commission ("Commission"); and

WHEREAS, the Wisconsin PACE Commission would be formed and operated in accordance with a Joint Exercise of Powers Agreement Relating to Wisconsin PACE Commission ("Commission Agreement") of which a substantially final draft is attached to this Resolution; and

Comment: The agreement is 12 pages, shall we attach it to this resolution or say it's on file with the county clerk?

3
4 **WHEREAS**, it is in Racine County’s best interests to join the Wisconsin PACE
5 Commission and authorize the execution of the Commission Agreement; and

6
7 **WHEREAS**, in accordance with Wis. Stat. § 66.0627 and the provisions of the
8 Commission Agreement, Racine County must adopt an Ordinance relating to the
9 administration of PACE financings in Racine County and throughout the State (“PACE
10 Ordinance”); and

11
12 **WHEREAS**, attached to this Resolution is proposed Ordinance No. 7-60, which will
13 be considered at the same meeting at which this Resolution is being considered (“PACE
14 Ordinance”); and

Comment: Need confirmation

15
16 **WHEREAS**, adoption of the PACE Ordinance is a necessary condition to Racine
17 County entering into the Commission Agreement; and

18
19 **WHEREAS**, it is the intent of this Resolution to authorize Racine County to become
20 a member of the Commission and authorize a duly-appointed representative of Racine
21 County to finalize and execute the final Commission Agreement in substantially the form of
22 the draft Commission Agreement attached to this Resolution;

23
24 **NOW THEREFORE, BE IT RESOLVED**, that the Racine County Board of
25 Supervisors hereby approves the draft Commission Agreement, a copy of which is
26 attached to this Resolution, and authorizes and directs the Racine County Board Chair to
27 sign such document after receipt of preliminary approval from the other participating
28 municipalities, approval from the Racine County official duly-appointed to approve the final
29 form of the Commission Agreement and approval of the Racine County Corporation
30 Counsel; and

31
32 **BE IT FURTHER RESOLVED** that the Chair of the Racine County Board of
33 Supervisors [or County Executive] is hereby directed to appoint a board supervisor [or
34 County Executive] to act as Racine County’s official representative in relation to the final
35 approval of the form of the Commission Agreement and to otherwise take all action
36 necessary to effectuate the intent of this Resolution; and

37
38 **AND BE IT FINALLY RESOLVED** that _____ is
39 designated as the Racine County “Representative Director” of the Board of Directors of the
40 Commission in accordance with the Commission Agreement, he or she to serve at the
41 pleasure of the Racine County Board of Supervisors

Comment: Appointment to be made by
County Executive

42
43 Respectfully submitted,

44
45 1st Reading _____ **Government Services Committee**

46
47 2nd Reading _____

48
49 BOARD ACTION _____
Monte G. Osterman, Chairman

1 Resolution No. 2016-
2 Page Three

3
4 Adopted _____
5 For _____
6 Against _____
7 Absent _____

Katherine Buske, Vice-Chairman

8
9 VOTE REQUIRED: Majority

Melissa Kaprelian-Becker, Secretary

10
11 Prepared by:
12 Corporation Counsel

Thomas Roanhouse

13
14
15 _____

Scott Maier

16
17
18 _____

Kiana Harden-Johnson

19
20
21 _____

Mike Dawson

22
23
24 The foregoing legislation adopted by the County Board of Supervisors of
25 Racine County, Wisconsin, is hereby:

26 Approved: _____

27 Vetoed: _____

28
29 Date: _____,

30
31 _____
32 Jonathan Delagrave, County Executive

RESOLUTION NO. 2016-

RESOLUTION BY THE GOVERNMENT SERVICES COMMITTEE AUTHORIZING THE CAPITAL PURCHASE TO UPGRADE TRIMIN, TRANSCENDENT INBOX, AND PROWEST SOFTWARE FOR COMPATIBILITY WITH THE COUNTY WIDE WINDOWS UPGRADE

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

BE IT RESOLVED by the Racine County Board of Supervisors that the Register of Deeds Office is hereby authorized to and approved for the capital purchase of software and services to upgrade services and modules to the Trimin, Transcendent, IMS 21 Imaging, and ESRI GIS (Prowest) software systems.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the capital purchase as set forth in Exhibit "A" that is attached hereto, is authorized and approved within the Register of Deeds 2016 Budget.

Respectfully submitted,

Government Services Committee

1st Reading _____

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

Monte G. Osterman, Chairman

Katherine Buske, Vice-Chairman

VOTE REQUIRED: 2/3 M.E.

Melissa Kaprelian-Becker, Secretary

Prepared by: Corporation Counsel

Thomas Roanhouse

Scott Maier

Kiana Harden-Johnson

Mike Dawson

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

Approved: _____

Vetoed: _____

Date: _____,

Jonathan Delagrave, County Executive

3
4 **INFORMATION ONLY**

5
6 **WHEREAS**, Racine County is currently in the process of upgrading various
7 software systems including the removal of the AS400 system and replacing it with
8 Windows SQL Server; and

9
10 **WHEREAS**, the Register of Deeds Office uses software systems Trimin,
11 Transcendent, IMS 21 Imaging and ESRI GIS (Prowest), which were custom developed to
12 work with AS400 but are not currently compatible with the new Windows SQL Server; and

13
14 **WHEREAS**, new modules and services must be developed with the vendors to
15 make these systems compatible with the new Windows SQL Server; and

16
17 **WHEREAS**, in early September 2016, some Trimin connections broke during the
18 transition from AS400; and

19
20 **WHEREAS**, the deadline for the upgrades and transitions is January 1, 2017, and

21
22 **WHEREAS**, in order to meet the transition deadline, the Register of Deeds requests
23 the capital projects approval from the Register of Deeds Capital Purchase account where
24 there are sufficient funds to cover the costs.



Tyson Fettes

Racine County Register of Deeds

730 Wisconsin Ave. Racine WI 53403 –
tyson.fettes@racinecounty.com
Phone: 262.636.3709 Fax: 262.636.3851
Deputy Register of Deeds Tracey Feichtner

9/29/2016

To: Government Services Committee

Please see the attached documentation regarding the projects I must complete in order to move my software off of the AS400 by the timeline of 1/1/17. I have been working with our IT Department and our vendors to make this move happen efficiently and accurately. Due to the fact that some connections broke during our Trimin move off the AS400 in early September, I am asking that you approve this package out of my account 10202.7220.195.

Unfortunately, I have a prior commitment on the date of your meeting; however, Chairman Clark will be available to speak on behalf of this project and will be present if there are any questions. I can also be reached by my cell 262.492.6897. I will be in Ashland for a WI Register of Deeds Conference and will be able to take the call to discuss during your meeting.

Once again, thank you for taking the time to review this project and I appreciate your support.

Kind Regards,

Tyson Fettes
Racine County
Register of Deeds

AS 400 Trimin Upgrade List:

Vital Records Software: This is to replace the current Trimin system that is on the AS400. This has to be replaced due to the ending of the AS400 in 2017. This new system will be a windows based web solution.

PRICE: \$9,900

Maintenance: \$1,500

Image Mover: This Trimin application will replace a current home grown solution on the AS400. This will allow our office to move Trimin Images through a Trimin solution built into our system rather than through the AS400 and CD's.

PRICE: \$4,000

Maintenance: \$800

Trimin Custom Work: Currently surveys are entered and indexed in the AS400. This custom work from Trimin will allow us to enter surveys directly into LandLink (Trimin). This solution will also allow us to remove surveys from the AS400 and house them directly in LandLink and the Tax System.

Price: \$1,200

Maintenance: \$0

LandLink Migration: This will move the Trimin LandLink application off the AS400 to a Windows SQL environment. This is necessary to get this software off of the AS400 before it goes away in 2017.

Price: \$2,400

Maintenance: \$0

IMS 21 Windows Integration: Trimin will work with our imaging vendor IMS 21 to integrate the new web based LandLink to the new web based IMS 21. This will allow us to image documents when searched and indexed in our office. This is currently housed in the AS400 and has to be moved to windows in order to work with Trimin.

Price: \$1,200

Maintenance: \$0

Total Trimin Price: \$18,700

Total Maintenance: \$2,300

AS 400 Transcendent Upgrade List:

Transcendent Inbox Update: This is to update our process on how documents come from Trimin to the assessment roll. Currently, this process points at the AS400 based Trimin and has to be redirected to the windows based Trimin.

Price: \$500

Address Change: This update allows our property listing office to change addresses in Transcendent. This will automate the process making it more accurate. The old solution doesn't work since the new website was launched.

Price: \$1,800

Survey Document Migration: The old process of entering surveys in the AS400 is now replaced by entering into LandLink. There are several thousand old documents still in the AS400 that need to be moved into Transcendent. This migration will allow our file to be complete.

Price: \$3,625

IMS/21 PC Inquiry: This has to be updated in Transcendent as well, so the connections point to the correct Trimin Windows version.

Price: \$2,000

Mortgage/Warranty Deed Report: When Trimin moves off of the AS400, our ability to pull these reports will break and need to be connected to Transcendent. This will fix these reports and allow us to continue to run them.

Price: \$2,800

Historical Data Migration: The old tax system still has some old historical data that is used on certain projects. This data was not migrated when we upgraded to Transcendent. With the AS400 going away, this data needs to be moved into Transcendent. This data includes assessment and parcel information pre 2004.

Price: \$10,000

Data View: The GIS is currently tied to our Warranty Deed report. A new data view from Transcendent to our GIS must be developed. This will allow our Comp finder application to function correctly.

Price: \$250

Total Transcendent Price: \$20,975

AS 400 Prowest - GIS Upgrade List:

Residential Comp Finder: With the move off the AS400, our connections to our Recent Sales application will break. This new application will tie to Transcendent and Prowest will work to complete these connections.

Price: \$2,500

GIS/Trimin/Transcendent Connections: Due to the upgrades on the AS400 our connections to Trimin and Transcendent need to be pointed towards the SQL server. We will work with our consultant Prowest to complete these tasks.

Price: \$2,500

Total Prowest - GIS Price: \$5,000