

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

Supervisor Q. A. Shakoor, II, Chairman
Supervisor Robert N. Miller, Vice Chairman
Supervisor Thomas H. Pringle, Secretary
Supervisor Janet Bernberg
Supervisor Brett Nielsen

Supervisor Donnie E. Snow
Supervisor John A. Wisch
David Scholzen, Youth in Governance Representative
David Scholzen, Youth in Governance Representative
Achintya Krishnan, Youth in Governance
Representative

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

NOTICE OF MEETING OF THE
FINANCE AND HUMAN RESOURCES COMMITTEE

DATE: **Wednesday November 2, 2016**

TIME: **5:00 P.M.**

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

AGENDA –

1. Convene Meeting
2. Chairman Comments – Youth In Governance/Comments
3. Public Comments
4. Approval of Minutes from the October 19, 2016 committee meeting.
5. Approval of Minutes from the October 25, 2016 committee meeting.
6. Corporation Counsel – Jon Lehman - Presentation from M₃ Insurance – Property Insurance Coverage Operations.
7. Corporation Counsel – Jon Lehman - Authorizing the termination of property insurance coverage with the Local Government Property Insurance fund (LGPIF) and Elect Property Insurance coverage from Travelers Insurance– 2016 – Resolution - 1st Reading at the November 7, 2016 County Board Meeting.
8. Corporation Counsel – Jon Lehman – Creating Section 7-60 of the Racine County Code of Ordinances Relating to Property Assessed Clean Energy Financing - 2016 – Ordinance – 1st Reading at the November 7, 2016 County Board Meeting.
9. Corporation Counsel – Jon Lehman – Authorizing Racine County to enter into an agreement with the Property Assessed Clean Energy (PACE) Commission – 2016 – Resolution – 1st Reading at the November 7, 2016 County Board Meeting.

10. Sheriff's Office – Sheriff Christopher Schmaling – Authorization to repurpose capital funds within the 2016 Capital Equipment budget from Interview room updates to the purchase of 4 desk top phones and 8 dell computers a cost of \$12,600 – 2016 – Report.
11. Clerk of Courts – Samuel Christensen – Authorizing The Racine County Clerk of Courts to enter into a contract with the Wisconsin Department of Revenue for the Collection of Debt – 2016 – Resolution – 1st Reading at the November 7, 2016 County Board Meeting.
12. Finance Department – Alexandra Tillmann – 2015 Single Audit – 2016 – Report.
13. Communication Referrals from County Board Meeting:

- a) Notice of Exemption from County Tax for Library Services for the year 2017 re: Rochester Public Library - Village of Rochester and Burlington Public Library - City of Burlington.
- b) Annual Dog list for the following municipalities: Town of Burlington, Town of Dover, Town of Norway, Town of Raymond, Town of Waterford, Town of Yorkville, Village of Caledonia, Village of Elmwood Park, Village of Mt. Pleasant, Village of North Bay, Village of Rochester, Village of Sturtevant, Village of Union Grove, Village of Waterford, Village of Wind Point, City of Burlington and city of Racine.
- c) United States Bankruptcy Court Eastern District of Wisconsin – No Proof of Claim Deadline re: Neil A. Youngs; George Edward Loesch; Josie Marie Benson; Sharon Louise Hawkins; Eilseo A. & Alma G. Duran
- d) United States Bankruptcy Court Eastern District of Wisconsin – Case Closed without a Discharge re: Victor H. & Josefina S. Huarota
- e) United States Bankruptcy Court Eastern District of Wisconsin – Order of Discharge re: Douglas John Kinart; Melissa S. Ricchio;
- f) United States Bankruptcy Court Eastern District of Wisconsin – Notice and motion to dismiss – confirmed plan re: Angela Reiner; Santos Moreno Jr.;
- g) United States Bankruptcy Court Eastern District of Wisconsin Notice of Chapter 13 Bankruptcy Case re: Alfred Beltoya; Jerome Andre Cannon
- h) United States Bankruptcy Court Eastern District of Wisconsin – Certificate of Service re: Jeffrey Tyler Novak
- i)

Attorney	Lending Company	Person/Persons	Amt. owed Racine CO
Jennifer J. Collins	BMO Harris Bank	Deborah L & Jimmy K Bell	\$209.73
M. Abigail O'Dess	TCF National Bank	Patricia Hallman	\$12,493.08

14. Staff Report – No Action Items.
15. Adjournment

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: 11/2/2016

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

Description: Minutes from October 19, 2016 Finance & Human Resources Committee

Motion: _____

Action: **County Board Supervisors**
 Approve
 Deny

Youth In Governance
 Approve
 Deny

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING

October 19, 2016

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

Meeting attended by: Chairman Shakoor, Vice Chairman Miller, Supervisors Bernberg, Nielsen, Pringle, Wisch, Kaprelian-Becker and Clark, Youth Representatives Krishnan and Scholzen, County Executive Jonathan Delagrave, Chief of Staff MT Boyle, Finance Director Alexandra Tillmann, Human Resources Director Karen Galbraith, Finance & Budget Analyst Kris Tapp, Public Works & Development Service Director Julie Anderson and Captain Thomas Lamke.

Excused: Supervisor Snow.

Agenda Item #1 - Convene Meeting

Meeting Called to Order at 5:00 by Chairman Shakoor

Agenda Item #2 – Chairman Comments – Youth in Governance/Comments

Chairman Shakoor made the Youth in Government comments and informed how the budget meetings would run.

Agenda Item #3 - Public Comments

None.

Agenda Item #4 – Approval of Minutes from the October 13, 2016 Meeting

Action: Approve the minutes from October 13, 2016 Meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Wisch. Vote: All Ayes No Nays. .

Agenda Item #5 - Committee review of individual Department Budgets with Finance Department:

- a) Non Allocated Revenues – Administrative Services Section 15(2017 Full Budget PDF Page 125) – 5:04 – 5:10 – Finance Department discussed the budget with the Committee, other County Board Supervisors.
- b) Debt Service – Miscellaneous Departments Section 43 (2017 Full Budget PDF Page 380) – 5:10 – 5:15 – Finance Department discussed the budget with the Committee, other County Board Supervisors.
- c) Cultural Activities - Cultural & Community Services Section 16 (2017 Full Budget PDF Page 131) – 5:15 – 5:24 – Chief of Staff MT Boyle discussed the budget with the Committee, other County Board Supervisors.
- d) Employee Benefits – Administrative Services Section 10 (2017 Full Budget PDF Page 95) – 5:24 – 5:35 – Finance Department discussed the budget with the Committee, other County Board Supervisors.
- e) County Schools – Miscellaneous Departments Section 42(2017 Full Budget PDF Page 378) – 5:35 – 5:37 – County Executive Delagrave discussed the budget with the Committee, other County Board Supervisors.
- f) Lakeshore Library System – Cultural & Community Services Section 18 (2017 Full Budget PDF Page 141) – 5:37 – 5:40 – Finance Department discussed the budget with the Committee, other County Board Supervisors.

Agenda Item #6 –County Treasurer – Jane Nikolai – Sealed Bid Sale – Offer to Purchase In-Rem Property – Parcel ID 181-032222019010 – 8419 Durand Avenue – Finance & Human Resources Committee Action only.

Action: Approve the sealed bid sale of In Rem Property – tax id # - 181-032222019010. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Bernberg. Vote: All Ayes No Nays. Advisory Vote: All Ayes No. Nays

Agenda Item #7 – Human Services Department – Hope Otto – Authorizing capital projects within the Human Services Department funded by grant dollars that need to be spent, Transfers and detail project/equipment listing will occur after the funds have been spent – 2016 – Resolution – 1st & 2nd Reading at the October 20, 2016 County Board Meeting.

Action: Authorize the capital projects within the Human Services Department funded by grant dollars and the transfers and detail project/equipment listing will occur after the funds have been spent with the understanding that they provide some details and amounts – 2016 – Resolutions – 1st & 2nd Reading . **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays. Advisory Vote: All Ayes No. Nays

Agenda Item #8 – Human Services Department – Hope Otto – Authorizing the Creation of Non Rep – Exempt Grade 4 – Operations Manager within the Human Services 2016 Budget as of November 1, 2016 – 2016 – Resolution – 1st Reading at the October 20, 2016 County Board Meeting.

Action: Authorize the creation of Non Rep – Exempt Grade 4 – Operations Manager within the Human Services & Health Services 2016 Budget as of November 1, 2016 – 2016 – Resolution – 1st Reading at the October 20, 2016 County Board Meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays.

Agenda Item #9 – Transfers

9a) Sheriff's Office – Sheriff Christopher Schmaling – Transfer of \$8,670 from the Metro Drug Unit County Funds 2016 Budget to the Sheriff's Office – Non Lapsing 2016 Budget - 2016 – Resolution - 1st Reading at the November 1, 2016 County Board Meeting.

Action: Authorize the transfer of \$8,670 from the Metro Drug Unit County Funds 2016 Budget to the Sheriff's Office – Non Lapsing 2016 Budget – 2016 – Resolution – 1st Reading at the November 1, 2016 County Board Meeting . **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays. Youth Representatives Vote: All Ayes No Nays.

Agenda Item #10- Parks Division – Julie Anderson – Creation of a Non Lapsing Donation Cost Center for the Parks Division funds will be recorded in separate donation accounts with related expense accounts created for revenue transfers – 2016 – Resolution – 1st Reading at the November 1, 2016 County Board Meeting.

Action: Authorize creation of a non lapsing donation cost center for the Parks Division funds will be recorded in separate donation accounts with related expense accounts created for revenue transfers – 2016 – Resolution – 1st Reading at the November 1, 2016. **Motion Passed.** Moved: Supervisor Miller. Seconded: Supervisor Bernberg. Vote: All Ayes No Nays. Advisory Vote: All Ayes No. Nays.

Agenda Item #11- Finance Department – Alexandra Tillmann - Third Quarter Report for the Matching Grant Program (MGP) – No Action Required.

Discussion: Finance Director Tillmann discussed with the Committee the handout provided by RCEDC.

Agenda Item #12- Finance Department – Alexandra Tillmann – 2015 Single Audit – 2016 - Report

To be carried forward to the November 2, 2016 Finance & Human Resources Committee meeting.

Agenda Item #13- Human Resources Department – Karen Galbraith – Reclassification of Corrections Sergeant and Detention Shift Supervisors positions from Non Rep – Exempt Grade 9 to Non Rep – Exempt Grade 7 and reclassification of the Administrative Assistant (County Executive/Corporation Counsel) from Non Rep – Exempt Grade 9 to Non Rep – Exempt Grade 8 Effective November 26, 2016 - 2016 – Resolution – 1st Reading at the November 1, 2016 County Board Meeting.

Action: Authorize reclassification of Corrections Sergeant and Detention Shift Supervisors position from Non Rep – Exempt Grade 9 to Non Rep – Exempt Grade 7 and reclassification of the Administrative Assistant (County Executive/Corporation Counsel) from Non Rep – Exempt Grade 9 to Non Rep – Exempt Grade 8 effective November 26, 2016 – 2016 – Resolution – 1st Reading at the November 1, 2016. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Miller. Vote: All Ayes No Nays. Advisory Vote: All Ayes No. Nays.

Agenda Item #16 – Fiscal Notes for Second Reading.

Action: Approve fiscal notes for second reading. **Motion Passed.** Moved: Supervisor Miller. Seconded: Supervisor Pringle. Vote: All Ayes No Nays. Advisory Vote: All Ayes No. Nays.

Agenda Item #17 – Communication Referrals from County Board Meeting.

Action: Receive and file items a - g. **Motion Passed.** Moved: Supervisor Millere. Seconded: Supervisor Pringle. Vote: All Ayes No Nays. Advisory Vote: All Ayes No. Nays.

Agenda Item #18 – Staff Report – No Action Items

- a) Finance & human Resources Committee October 25, 2016 Budget Deliberation Meeting – How to propose amendments

Agenda Item #14 – Closed Session.

Action: Motion to go into closed session pursuant to section 19.85(1)(g), WI Stats, to discuss with legal counsel the following lawsuit: Leslie Hurdis v. Racine County and pursuant to section 19.85(1)(e) of the WI Stats, to discuss with legal counsel the investment of Public Funds in local cultural organizations at 6:15 pm . **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Miller. Vote: All Ayes No Nays. Youth Representatives Vote: All Ayes No Nays. A Roll Call Vote was taken of the members present: All Ayes, No Nays.

Agenda Item #15 – Regular Session

Action: To reconvene into regular session at 7:16 p.m. **Motion passed.** Moved: Supervisor Pringle. Seconded: Supervisor Miller. Vote: All Ayes, No Nays.

Agenda Item #19- Adjournment

Action: Adjourn the meeting at 7:17 pm. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Miller. Vote: All Ayes No Nays.

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: 11/2/2016

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

Description: Minutes from October 25, 2016 Finance & Human Resources Committee

Motion: _____

Action: **County Board Supervisors**
 Approve
 Deny

Youth In Governance
 Approve
 Deny

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING

October 25, 2016

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

Meeting attended by: Chairman Shakoor, Vice Chairman Miller, Supervisors Bernberg, Nielsen, Pringle, Snow, Clark, Molnar, Kaprelian-Becker, Roanhouse, Osterman and Zenner Richards, Youth Representative Krishnan, County Executive Jonathan Delagrave, Chief of Staff MT Boyle, Finance Director Alexandra Tillmann, Human Resources Director Karen Galbraith, Finance & Budget Analyst Kris Tapp, Public Works & Development Service Director Julie Anderson, Corporation Counsel Jon Lehman, Human Services Department Director Hope Otto and Ridgewood Care Center Administrator Liam Doherty.

Excused: Supervisor Wisch and Youth Representative Scholzen

Agenda Item #1 - Convene Meeting

Meeting Called to Order at 6:17 pm by Chairman Shakoor

Agenda Item #2 – Chairman Comments- Youth in Governance/Comments

Chairman Shakoor read the Youth in Governance statement and how the meeting would work.

Agenda Item #6 – Budget Amendments

Administrative Amendments: Finance Department handed out 3 amendments for administrative amendments:

- 1) Information Technology Department – to remove the shared position between Information Technology and Information Technology – Communications**

Action: Approve the Information Technology Department 2017 budget amendment to remove the shared position between Information Technology and Information Technology – Communications movement of funds between divisions. **Motion Passed.** Moved: Supervisor Miller. Seconded: Supervisor Pringle. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

- 2) Sheriff's Office – Creation of 2 Metro Drug Investigators**

Action: Approve the Sheriff's Office – Creation of 2 Metro Drug Investigators and fund from non allocated reserves.. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Bernberg. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

- 3) Health Services – To remove the grant from the Veterans Treatment Court and to fully fund the Racine County Veterans at the level of 2016**

Action: Approve the Health Services to remove the grant from the Veterans Treatment Court and fund from the reserves.. **Motion Passed.** Moved: Supervisor Bernberg. Seconded: Supervisor Miller. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

Amendments presented by County Board Supervisors:

- 1) Supervisors Bernberg, Cooke, Molnar & Snow – Introduced an amendment to add funding for Quarry Lake**

Action: Approve the amendment to provide funding for Quarry Lake Park for a study to determine the maintenance and future needs in the amount of \$25,000 and this will be funded by Tax Stabilization Reserves. **Motion Passed.** Moved: Supervisor Bernberg. Seconded: Supervisor Miller. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

2) Supervisor Kaprelian-Becker – Introduced an amendment to remove the Pritchard Sports Center project and bond funding

Action: Reject the amendment to remove the capital project Pritchard Sports Center and to remove the bond intended to fund the project. **Motion Passed.** Moved: Supervisor Bernberg. Seconded: Supervisor Miller. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

County Executive provided a handout from the New York Times: To Bolster Family Tourism, Fields of Play for Young Athletes.

3) Supervisor Shakoor II – Introduced an amendment to increase various line items with County Treasurers office related to the in rem process, increase .75 FTE C/S Paralegal to 1 FTE C/S Paralegal and put the funds for the 1 C/S FTE Clerical Support for 10 weeks in the busy summer tax time in the County Treasurer – 10140 account and authorize Capital project

Action: Approve the amendment to increase various line items within the County Treasurers office related to the in rem process, increase .75 FTE C/S Paralegal to 1 FTE C/S Paralegal, put the funds for the 1 FTE C/S Clerical Support in the County Treasurer - 10140 and authorize Capital Project. **Motion Passed.** Moved: Supervisor Bernberg. Seconded: Supervisor Miller. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

In the 2018 budget include 5 years history of use of the Contingent fund.

Finance Director Tillmann provided a handout concerning 2017 Budgeting Account Details.

Agenda Item #4 – Miscellaneous

Agenda Item #5- Adjournments

Action: Adjourn the meeting at 7:20 pm. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Miller. Vote: All Ayes No Nays.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2015	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Corporation Counsel - Jon Lehman

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/2/2016 Date of County Board Meeting to be Introduced: 11/7/2016

1st Reading: [x] 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:

Authorizing the termination of property insurance coverage with the Local Government Property Insurance fund (LGPIF) and Elect Property Insurance coverage from Travelers Insurance

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.

Commercial Property

PROPERTY COVERAGE	CNA	TRAVELERS	CHUBB
Building Limit	\$303,651,751	\$313,387,252	\$300,000,000
Business Personal Property	Included above	Included above	Included above
Property in the Open	Included above	Included above	\$8,060,376
Contractors Equipment	\$7,327,605	\$6,870,912	\$10,487,763
Total Insurable Values	\$310,979,356	\$320,258,164	\$318,548,139
Coinsurance	N/A	N/A	N/A
Blanket Limit	\$303,651,751 (Bldg/Contents/PITO) \$7,327,605 (CE)	\$313,387,252 (Bldg/Contents/PITO) \$6,870,912 (CE)	\$300,000,000 (Bldg/Contents) \$10,487,763 (CE)
Replacement Cost	Yes	Yes	Yes
Agreed Amount	Yes	Yes	Yes
Deductible			
- Property	\$50,000	\$50,000	\$50,000
- Equipment	\$10,000	\$5,000	\$10,000 (Less than \$150,000 Value) \$25,000 (Over \$150,000 Value)

Commercial Property (Continued)

PROPERTY COVERAGE	CNA	TRAVELERS	CHUBB
Business Income/Extra Expense	\$10,000,000 Extra Expense Only \$1,000,000 Business Income	\$10,000,000 Extra Expense Only \$1,000,000 Business Income	\$100,000 Extra Expense Only – all Locations \$10,000,000 BI/EE at Law Enforcement Center Only
Ordinance or Law	Included – Undamaged Portion \$10,000,000 – Demolition Cost & Increased Cost of Construction \$1,000,000 – Business Interruption, Extra Expense or Rental Value	\$10,000,000 – Undamaged Portion Included – Demolition Included – Increased Cost of Construction <i>*Included means, included in the limit shown for the loss to the undamaged portion</i>	Included
Equipment Breakdown	Included	Included	Included
Surface Water Run-off	Included with flood	Included with flood	
Inundation, Back-Up & Mud Flow	Included with flood	Included with flood	\$1,500,000 - \$5,000,000 Varies by locations 4 locations are excluded

Commercial Property (Continued)

PROPERTY COVERAGE		CNA	TRAVELERS	CHUBB
Inundation, Back-Up & Mud Flow Deductible	Included with flood	Included with flood	Included with flood	\$50,000 - \$250,000 Varies by location 4 locations are excluded
Water Damage/Sewer Back-up	Included if caused by flood			
	Deductible for "non-flood" back-up loss is subject to the property deductible	Deductible for "non-flood" back-up loss is subject to the property deductible	Flood deductible applies	
Flood	Deductible for "flood" back-up loss is subject to the flood deductible	Deductible for "flood" back-up loss is subject to the flood deductible		
	\$50,000,000	\$50,000,000	\$50,000,000	
Flood Deductible	\$1,500,000 – applies to: 2 Christopher Columbus 7300 6 Mile Road	\$1,500,000 – applies to: 2 Christopher Columbus 7300 6 Mile Road	No Coverage applies to: 2 Christopher Columbus West Pier Bath House Utility Building at 2 Christopher Columbus	
	\$50,000	\$50,000	\$50,000	
Accounts receivable	\$500,000 – for the 2 locations listed above	\$500,000 – for the 2 locations listed above	2 locations above are excluded from flood	
	\$1,000,000	\$1,000,000	\$1,000,000	\$250,000
Debris Removal - 25% of Direct Physical Damage Plus...	\$2,500,000	\$2,500,000	\$1,000,000	25% of loss plus: \$100,000

Commercial Property (Continued)

PROPERTY COVERAGE	CNA	TRAVELERS	CHUBB
Electronic Data Processing	Included	\$2,000,000	\$250,000
Fine Arts	\$1,000,000	\$1,000,000	\$250,000
Foundations of Buildings, Pilings	Included	Included	
Fungus Cleanup or Removal		"Limited/Direct Damage Only"	
-Each Occurrence		\$15,000	
-Aggregate	\$100,000	\$100,000	\$25,000
Live Animals	Can add via endorsement	\$68,000 – Aggregate \$17,000 - Occurrence	N/A
Docks/Piers/Wharves/Breakwaters	Included in blanket limit	\$300,000 Combustible Construction \$4,000,000 – Other Than Combustible Construction	\$5,000,000
Emergency Evacuation of Patients or Residents Expense	Can be added via endorsement – No additional charge	\$250,000	N/A
Personal Property of Patients or Residents	Can be added via endorsement – No additional charge	\$1,000 – Per Person \$250,000 – All Loss	N/A
Communications Towers	Included	\$425,000 – Not to exceed in any one occurrence	N/A

Commercial Property (Continued)

PROPERTY COVERAGE	CNA	TRAVELERS	CHUBB
Newly Acquired Buildings/Personal Property			
Building	\$2,500,000	\$2,500,000	\$2,500,000
Personal Property	Included	Included	\$1,000,000
Number of Days		120 Days	180 Days
Outdoor Property	Included	\$1,000,000	\$250,000 Trees, shrubs, plants, lawns
Personal Effects of Officers & Employees	N/A	\$30,000 – Per Employee	\$250,000
Pollutant Cleanup or Removal	\$1,000,000	\$500,000 – Any One Occurrence	
Valuable Papers	\$1,000,000	\$1,000,000	\$250,000
Automobile Coverage	N/A	\$733,000 <i>Vehicles are covered while at a covered premises, subject to a \$50,000 deductible</i>	

PREMIUM	CNA	TRAVELERS	CHUBB
Property	\$171,910	\$153,110	\$174,499
Equipment Breakdown	Included	Included	Included
Total Premium	\$171,910	\$153,110	\$174,499

Travelers: 2 year rate guarantee will apply
5% credit for 2017 if coverage is effective 12/1/16 or earlier

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2016</u>	<input type="checkbox"/>	Resolution Request Ordinance Request Report Request
	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	

Requestor/Originator: Corporation Counsel - Jon Lehman

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/2/2017 Date of County Board Meeting to be Introduced: 11/7/2017

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:

Creating Section 7-60 of the Racine County Code of Ordinances Relating to Property Assessed Clean Energy
Financing

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.

JOINT EXERCISE OF POWERS AGREEMENT

relating to

WISCONSIN PACE COMMISSION

a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Contractors and Subcontractors. The Commission may enter into

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

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

Section 7. Governance; Administration

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

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

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

(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.

Section 14. Model PACE Ordinance for County Members.

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

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

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

Section 15. Indemnification. To the fullest extent permitted by law, the Board shall cause the Commission to indemnify any person who is or was a Director or an officer, employee of other agent of the Commission, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Commission, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Commission and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Commission, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created.

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

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

Section 18. Immunities. To the fullest extent permitted by law, all of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and

other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Commission while engaged in the performance of any of their functions or duties under this Agreement.

Section 19. Amendments.

(a) Amendments to the Agreement may be proposed by the Board or by any two Members. Except as provided in Section 13 and in Subsection (c), below, this Agreement shall not be amended, modified, or altered, without the affirmative approval of the Board and the affirmative written consent of each of the Members; *provided*, that if the number of Members exceeds ten (10) in number, this Agreement may also be amended with the affirmative approval of the Board and negative consent of each Member. To obtain the negative consent of the Members, the following procedure shall be followed: (i) the Commission shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (ii) the Commission shall provide each Member who did not respond a reminder notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (iii) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members. No amendment may impose a direct financial obligation on any Member without that Member's affirmative written consent.

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

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

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

Section 22. Miscellaneous.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:	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.

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

45 (g) "PACE default provisions" means:

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

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

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

53 4. Any default loan balance.

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

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

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

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

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

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

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

74 (4) PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS.
75 Any PACE loan made and secured pursuant to this Section shall be considered a special
76 charge on the subject property. Any annual installment or portion of a PACE loan made and
77 secured pursuant to the Section that becomes delinquent according to the terms of the PACE

80 loan shall be a lien against the subject property and placed on the tax roll, as permitted pursuant
81 to Wis. Stat. §66.0627 as amended.

82 (5) WISCONSIN PACE COMMISSION.

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

86 (b) The Wisconsin PACE Commission is further authorized to retain a
87 Program Administrator to act as its agent and administer the PACE program, subject to
88 adherence with PACE program requirements set forth in this Section and in Wis. Stat. §
89 66.0627 as amended.

90 (6) LOAN APPROVAL.

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

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

95 (7) SUPPLEMENTAL AGREEMENT.

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

98 1. Shall inform the participants that the PACE loan amount shall be
99 imposed as and considered a special charge, and each year's annual installment may be
100 included on the property tax roll of the subject property as a special charge and an annual
101 installment that is delinquent shall be a lien against the subject property pursuant to Wis. Stat. §
102 66.0627, as amended;

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

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

106 4. Shall provide whether default interest may be applied to unpaid
107 annual installments;

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

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

114 7. Shall recite that the supplemental agreement is a covenant that
115 runs with the land;

116 8. May provide for prepayments of annual installments by the
117 borrower with a resulting reduction in the special charge for the prepayment, subject to any
118 prepayment premium charged by the PACE lender, if any; and

119 9. May allow for amendment by the parties.

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

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

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

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

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

136 (10) PROPERTY TAX FORECLOSURE PROCEDURES.

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

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

145 (c) If the County has determined that it will not commence an in rem
146 property tax foreclosure proceeding, then the PACE lender may request that the County,
147 pursuant to Wis. Stat. § 75.106, as amended, assign the County's right to take judgment against

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

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

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

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

162 Respectfully submitted,

163

164 1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

165

166 2nd Reading _____

167

168 BOARD ACTION

Q.A. Shakoor, II, Chairman

169 Adopted _____

170 For _____

171 Against _____

Robert N. Miller, Vice-Chairman

172 Absent _____

173

174 VOTE REQUIRED: Majority

Thomas Pringle, Secretary

175

176 Prepared by:

177 Corporation Counsel

Janet Bernberg

178

179

180 _____
John A. Wisch

181

182

183 _____
Donnie Snow

184

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186 _____
Brett A. Nielsen

187

188

189

190

191 Ord No. 2016
192 Page Six

193
194 **The foregoing legislation adopted by the County Board of Supervisors of**
195 **Racine County, Wisconsin, is hereby:**

196 **Approved:** _____

197 **Vetoed:** _____

198
199 **Date:** _____,

200
201 _____
202 **Jonathan Delagrave, County Executive**

DRAFT

**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).

- i. "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.

REQUEST FOR COUNTY BOARD ACTION

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

Requestor/Originator: Corporation Counsel - Jon Lehman

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/2/2017 Date of County Board Meeting to be Introduced: 11/7/2017

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:

Authorizing Racine County to enter into an agreement with the Property Assessed Clean Energy (PACE) Commission

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.

RESOLUTION NO. 2016-

**RESOLUTION BY THE FINANCE AND HUMAN RESOURCES 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

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

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 County Executive is hereby directed to
33 appoint a board supervisor to act as Racine County’s official representative in relation to
34 the final approval of the form of the Commission Agreement and to otherwise take all
35 action necessary to effectuate the intent of this Resolution; and

36
37 **AND BE IT FINALLY RESOLVED** that the County Executive shall designate a
38 Racine County “Representative Director” of the Board of Directors of the Commission in
39 accordance with the Commission Agreement, he or she to serve at the pleasure of the
40 Racine County Executive.

41
42 Respectfully submitted,

43
44 **FINANCE AND HUMAN RESOURCES**
45 **COMMITTEE**

44 1st Reading _____

46 2nd Reading _____

1 Resolution No. 2016-
2 Page Three

3
4 BOARD ACTION

5 Adopted _____
6 For _____
7 Against _____
8 Absent _____
9

Q.A. Shakoor, II, Chairman

Robert N. Miller, Vice-Chairman

Thomas Pringle, Secretary

10 VOTE REQUIRED:

11
12 Prepared by:
13 Corporation Counsel

Janet Bernberg

John A. Wisch

Donnie Snow

Brett A. Nielsen

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

REQUEST FOR COUNTY BOARD ACTION

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

Requestor/Originator: Sheriffs Office - Sheriff Christopher Schmaling

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/2/2016 Date of County Board Meeting to be Introduced: _____

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:

Authorization to repurpose capital funds within the 2016 Capital Equipment budget from Interview room updates to
the purchase of 4 desk top phones and 8 dell computers a cost of 12,600

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

October 25, 2016

To: Q.A. Shakoor, II
Chairman, Finance & Human Resources Committee

From: Sheriff Christopher Schmaling

RE: Repurpose of Funds for Purchase of Computer and Phones

The Racine County Sheriff's Office respectfully requests \$12,600 to be repurposed from Acct # 30136.7220.1617 to be used for the purchase of 8 Dell Optiplex 3020 computers and 4 Cisco Model 7942 standard desk top phones. Due to recent staff increases within investigations and agency restructuring, the Sheriff's Office is realizing a shortage in critical equipment necessary to efficiently and effectively accomplish day to day tasks related to investigations. The Sheriff's Office currently has 22 investigators that are utilizing a total of 14 computers and 18 desk phones. A continued investment in equipment and technology is necessary to ensure investigations are handled efficiently and appropriately.

Account # 30136.7220.1617 was originally funded to facilitate interview room upgrades at the Racine County law enforcement center in 2016. The upgrades were being implemented in conjunction with similar upgrades within the Racine County Jail. During the course of the project the Sheriff's Office learned that the investigations upgrades were compatible with the ongoing jail project and integrated both systems while maintaining full functionality. Through project integration, the Sheriff's Office was able to realize a significant cost savings and subsequently only required the purchase of one video viewing station to complete the project. More specifically, these savings were realized by eliminating the need for a second stand alone system and facilitating installation by County staff rather than through an outside vendor.

The Racine County Sheriff's Office will facilitate the purchase of computers and phones through the Racine County IT Department utilizing their current pricing matrix (See Attached). The Sheriff's Office has evaluated the IT infrastructure at the patrol station with the Racine County IT Department and has determined the existing structure will support the additional equipment at no cost.

The cost associated with this purchase is \$10,440.00 for desktop computers and all related software and equipment and \$ 2,120.00 for 4 desktop phones. The total cost associated with the purchase of all the equipment and licensing is \$12,560.00

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: Lt. Daniel Adams

RACINE COUNTY IT PRICING MATRIX:

Hardware

Desktop \$ 675

Dell Optiplex 3020
Small form factor case
Intel i5-4590 Processor(Quad core, 6MB), 3.3 Ghz
4.0 GB RAM, DDR3
Windows 7 Professional, 64-bit
Dell USB Keyboard
Dell optical wheel mouse
Integrated Video, HD4600, VGA, Display Port
500 GB hard drive, 7200 RPM, SATA 3.0 Gb/s
8x DVD +/- RW
90% efficient power supply
3 yr basic warranty and Next Business Day Onsite Service

Hardware

Desktop Monitor \$ 155

Dell P2014H
20" LED
1600 x 900 pixel resolution
1000:1 (typical) contrast ratio
5ms response
Adjustments for height, rotation, tilt.

Software

Licenses \$ 475

In order to connect a new PC, or a "trickle down" PC, to the Racine County network it must be licensed properly. The software licenses include all required Microsoft licenses as well as County based licenses. If a computer is a "replacement" computer, these licensing costs are not needed, as all licenses will be transferred from the original computer.

1. Microsoft Network CAL
2. Microsoft Exchange Email CAL
3. Virus Scanning License

Required - all three above \$ 100

4. Microsoft Office License \$ 368

Standard Software

Operating System – Windows 7
Microsoft Office 2010, Acrobat Reader.

VOIP Phones

There are two main types of phones in use for Racine County; a “standard phone” and a “common phone”. A “standard desktop phone” is assigned to specific person. This type of phone is usually located in their office. A “common area phone” is usually located in a hallway or meeting room and is not usually assigned to a person. There is some functionality and initial price difference between the two.

Standard Desktop phone \$360

CISCO model 7942

2 line, monochrome

Requires

Initial phone license \$150

Annual phone license \$ 20

REQUEST FOR COUNTY BOARD ACTION

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

Requestor/Originator: Clerk of Court - Samuel Christensen

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/2/2016 Date of County Board Meeting to be Introduced: 11/7/2016

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:

Authorizing the Racine COUnty Clerk of Courts to enter into a contract with the Wisconsin Department of Revenue
for the Collection of Debt

SUBJECT MATTER:

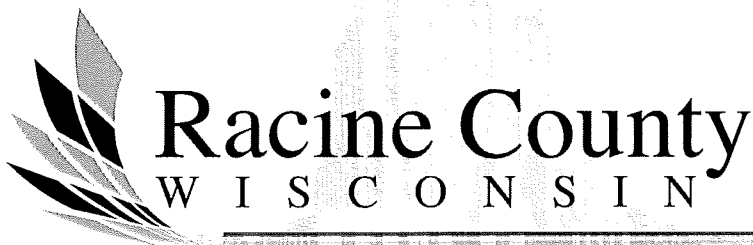
The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

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.



Office of the Clerk of Circuit Court
Samuel A. Christensen

730 Wisconsin Avenue
Racine, WI 53403
Main: 262-636-3333
Fax: 262-636-3341

www.racinecounty.com/government/clerk-of-circuit-court
Wisconsin Circuit Court Access: www.WiCourts.gov

MEMORANDUM

TO: Q.A. Shakoor, II, Chairman
Finance and Human Resources Committee

FROM: Samuel Christensen, Clerk of Circuit Court

DATE: October 27, 2016

RE: County Board Resolution Request

As part of the duties of this office, we are charged with collection of fines, fees, and other court-ordered financial obligations. Currently, we employ a number of collection tools including those listed in the proposed resolution. In addition to those tools, we also utilize two collection agencies. While these agencies have had a level of success they are limited in their collection tools.

In 2009, Wisconsin Act 28 authorized the State Debt Collection (SDC) program of the Department of Revenue (DOR) to allow state agencies to partner with them in collection of debt to enhance current collections operations. The SDC has the ability to use the same collection authorities to collect debt as used to collect delinquent taxes. Included in with tools is the ability to enter into electronic repayment agreements, attach a debtor's wages, or levy a debtor's bank account to secure repayment.

To date, this office has not explored use of the SDC because its use requires a manual process of turning over debts. This process is still time consuming and cumbersome. Because of this, the SDC has seen only a limited number of other counties across the state partnering with them. Despite this, we would like to explore the limited use of the SDC at this time.

In order to accomplish this, the statute requires approval of the County Board. I would be more than happy to discuss this further or answer any questions the committee may have regarding this.

Management Staff

Brian Graziano
Administrative Deputy

Diane Hanson
Case Manager

Laurie Hardy
Case Manager

Todd Kile
Jury Coordinator

Amy Vanderhoef
Case Manager

RESOLUTION NO. 2016-

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE RACINE COUNTY CLERK OF COURTS TO ENTER INTO A CONTRACT WITH THE WISCONSIN DEPARTMENT OF REVENUE FOR THE COLLECTION OF DEBT

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

WHEREAS, the Racine County Clerk of Circuit Court collects court-ordered financial obligations and has employed legal means to collect unpaid amounts; and

WHEREAS, the Clerk of Circuit Court for Racine County employs several methods of collection including, but not limited to, income assignments, payment hearings, payment plans, judgments and tax refund intercept; and

WHEREAS, §59.40.(4), Wis. Stats., allows the Clerk of Circuit Court, if authorized by the County Board under §59.52(28), Wis. Stats., to contract with the Wisconsin Department of Revenue (DOR) for the collection of unpaid debt; and

WHEREAS, any agreement entered into with the DOR shall indicate that any collection fees incurred by the DOR shall be in addition to the debt owed the Clerk of Circuit Court and charged by the DOR directly to the debtor; and

WHEREAS, the proceeds received by the Clerk of Circuit Court from the DOR shall be the entire amount of debt collected for purposes of distribution;

NOW, THEREFORE, BE IT RESOLVED by the Racine County Board of Supervisors that the board hereby authorizes the Clerk of Circuit Court to contract with the DOR for the collection of unpaid debt pursuant to Wisconsin Statutes.

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

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION
Adopted _____
For _____
Against _____
Absent _____

Q.A. Shakoor, II, Chairman

Robert N. Miller, Vice-Chairman

VOTE REQUIRED: Majority

Thomas Pringle, Secretary

Prepared by:
Corporation Counsel

Janet Bernberg

1 Resolution No. 2016-
2 Page Two

John A. Wisch

Donnie Snow

Brett A. Nielsen

10
11 **The foregoing legislation adopted by the County Board of Supervisors of**
12 **Racine County, Wisconsin, is hereby:**

13 **Approved:** _____

14 **Vetoed:** _____

15
16 **Date:** _____,

17
18 _____
19 **Jonathan Delagrave, County Executive**

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2016</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
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Requestor/Originator: Finance Director - Alexandra Tillmann

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/2/2017 Date of County Board Meeting to be Introduced: _____

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:

2015 Single Audit

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.

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The Committee believes that this action furthers the following goals:

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- 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.