

September 7, 2018

**ADMINISTRATIVE SERVICES COMMITTEE  
MEETING **AMENDED AGENDA****

DATE: Tuesday, September 11, 2018  
TIME: 8:30 a.m.  
PLACE: Calumet County Courthouse  
206 Court St., Chilton, WI 53014  
**Room 017** (Enter West Entrance "B")

**AGENDA:**

1. Meeting Announcement and Posting
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Approval of Minutes of the August 14, 2018 Meeting
6. Public Participation
7. Report of Committee Members
8. Communications
9. **SPECIAL BUSINESS**
  - A. Review and approve Resolution Declaring Emergency in Calumet County
  - B. Review draft designs of courthouse first floor and third floor
10. **REPORT OF DEPARTMENTS**
  - ❖ **County Clerk**
    - A. Review and approve Ordinance to amend the Calumet County Code of Ordinances – Chapter 2, Section 2-132 Marriage License and Domestic Partnership Provisions
  - ❖ **Economic Development**
    - A. Review and approve Resolution to authorize Calumet County to become a member of the PACE (Property Assessed Clean Energy) Commission
    - B. Review and approve Ordinance to amend the Calumet County Code of Ordinances Creating Chapter 44, Property Assessed Clean Energy Financing (PACE)
  - ❖ **Finance**
    - A. Review the proposed City of Brillion TIF District #5 (former Brillion Iron Works Facility)
    - B. Review of County Sales Tax collections and budgeting



- C. Discuss reconsideration of funding for Resolution 2017-34 – Park’s waterline and building addition
- D. Investment Report

- 11. **Next Meeting Dates:** October 1-2, 2018 Budget Review with County Board and October 9, 2018 regular meeting (if needed)
- 12. Adjournment

Beth A. Hauser, Calumet County Clerk

**So as not to disturb the meeting, all cell phones must be placed on vibrate, and all calls taken outside the meeting room.**

Any person wishing to attend who, because of a disability, requires special accommodation, should contact the County Clerk’s Office at (920) 849-1458 at least twenty four (24) hours before the scheduled meeting time so appropriate arrangements can be made.

This is a public meeting. As such, all members or a majority of the members of the County Board may be in attendance. While a majority of the County Board members, or the majority of any given County Board Committee, may be present only the above committee will take official action based on the agenda.

**RESOLUTION 2018-**

**RESOLUTION DECLARING EMERGENCY IN CALUMET COUNTY**

To the Honorable Chair and Board of Supervisors of Calumet County, Wisconsin:

<b>Motion:</b>	Adopted: <input type="checkbox"/>
1 <sup>st</sup> _____	Lost: <input type="checkbox"/>
2 <sup>nd</sup> _____	Tabled: <input type="checkbox"/>
Yes: _____ No: _____	Absent: <input type="checkbox"/>
Number of votes required:	
<input checked="" type="checkbox"/> Majority	<input type="checkbox"/> Two-thirds
Reviewed by: Kimberly Tenerelli	Corp Counsel

**WHEREAS**, The Calumet County Board of Supervisors, by this resolution, adopted by a majority of the Board on roll call vote with a quorum present and voting and proper notice having been given, resolves and orders as follows:

An emergency is declared in Calumet County, Wisconsin, for the following reasons: straight line winds; and

**WHEREAS**, This period of emergency, which began on August 28, 2018, shall be limited to the time during which the emergency conditions exist or are likely to exist in Calumet County; and

**WHEREAS**, The County Board, or its designated agents, has the authority to order whatever is necessary and expedient for the health, safety, welfare, and good order of the County of Calumet during the emergency, including without limitation the power to bar, restrict and remove all unnecessary traffic, vehicular or pedestrian, from the local highways; and

**WHEREAS**, Any person who violates a lawful order of the County of Calumet or its agents made under this emergency declaration shall forfeit not more than \$100, or in default of payment of the forfeiture, shall be subject to imprisonment for 6 months for each separate offense.

**NOW, THEREFORE, BE IT RESOLVED** That the Calumet County Board of Supervisors hereby approves the foregoing emergency declaration. The Clerk shall publish this resolution under §59.14, Wis. Stats., in a local newspaper. This resolution shall become effective upon adoption by the Calumet County Board of Supervisors and the forfeiture penalties shall become effective upon publication.

Dated this 18<sup>th</sup> day of September 2018.

**INTRODUCED BY THE  
ADMINISTRATIVE SERVICES COMMITTEE**

\_\_\_\_\_  
Merlin Gentz, Chair

\_\_\_\_\_  
Ronald Dietrich

	YES	NO	A
1 <u>BARRIBEAU</u>			
2 <u>BUDDE</u>			
3 <u>CONNORS</u>			
4 <u>DEITER</u>			
5 <u>DIETRICH</u>			
6 <u>DRAHEIM</u>			
7 <u>GENTZ</u>			
8 <u>GIBLER</u>			
9 <u>HARTL</u>			
10 <u>HOFBERGER</u>			
11 <u>KARTH</u>			
12 <u>KLECKNER</u>			
13 <u>LA SHAY</u>			
14 <u>LAUGHRIN</u>			
15 <u>MUELLER</u>			
16 <u>SCHWALENBERG</u>			
17 <u>STECKER</u>			
18 <u>STIER</u>			
19 <u>STILLMAN</u>			
20 <u>STOFFEL</u>			
21 <u>WEINBERGER</u>			

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Bill Barribeau

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Patrick Laughrin

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Pete Stier

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Mary Schwalenberg

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Tom Stoffel

**COUNTERSIGNED BY**

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Alice Connors, County Board Chair

## DISASTER DECLARATION

WHEREAS on August 28, 2018 at approximately 4:30 p.m. a disaster, namely straight line winds struck Calumet County, Wisconsin; and


WHEREAS, because of emergency conditions, the County Board is unable to meet with promptness; and

WHEREAS, pursuant to sections 323.11 and 323.14(4)(b) of the Wisconsin Statutes it is necessary and expedient for the health, safety, welfare and good order of the county to proclaim that emergency conditions exist; and

WHEREAS, the disaster has caused the county to expend, commit and exhaust its pertinent available resources; and

WHEREAS, the county requests state assistance and advises the State of Wisconsin of our emergency conditions:

NOW, THEREFORE, pursuant to chapter 59 of the Wisconsin Statutes, as county board chairman of Calumet County, Wisconsin, I hereby declare a condition of disaster and proclaim until September 18, 2018 at 7:00 p.m. or such earlier time as a quorum of the county board convenes.

 Chairman August 29, 2018 at 1:30 p.m.  
Alice Connors

**ORDINANCE 2018-XX**

**ORDINANCE TO AMEND THE CALUMET COUNTY CODE OF ORDINANCES  
CHAPTER 2, SECTION 2-132 MARRIAGE  
LICENSE AND DOMESTIC PARTNERSHIP PROVISIONS**

<b>Motion:</b>	Adopted: <input type="checkbox"/>
1 <sup>st</sup> _____	Lost: <input type="checkbox"/>
2 <sup>nd</sup> _____	Tabled: <input type="checkbox"/>
Yes: _____ No: _____	Absent: _____
Number of votes required:	
<input checked="" type="checkbox"/> Majority	<input type="checkbox"/> Two-thirds
Reviewed by: Kimberly Tenerelli	Corp Counsel

The Calumet County Board of Supervisors does hereby amend the Calumet County Code of Ordinances as follows:

**1. CHAPTER 2: ADMINISTRATION:**

**ARTICLE V. PUBLIC RECORDS**

Sec. 2-132. Marriage License and Domestic Partnership Provisions.

(a) *Marriage License Fee.* The County Clerk, pursuant to Wis. Stats. §765.15 shall charge \$100 for a marriage license. Pursuant to Wis. Stats. §765.08(2), the Clerk is authorized to charge an additional fee of \$25 for any marriage licenses issued less than 5 days after application.

(b) *Domestic Partnership Fee.* The County Clerk, pursuant to Wis. Stats. §770.17 shall charge \$100 for each declaration of domestic partnership issued or certificate of termination of domestic partnership issued. Pursuant to Wis. Stats. §770.07, the Clerk is authorized to charge an additional waiver fee of \$25 for domestic partnerships issued less than 5 days after application.

2. This amending ordinance shall take effect January 1, 2019.

Dated this 19th day of September 2018.

**INTRODUCED BY THE  
ADMINISTRATIVE SERVICES COMMITTEE**

\_\_\_\_\_  
Merlin Gentz, Chair

\_\_\_\_\_  
Ronald Dietrich

\_\_\_\_\_  
Bill Barribeau

	YES	NO	A
1 BARRIBEAU			
2 BUDDE			
3 CONNORS			
4 DEITER			
5 DIETRICH			
6 DRAHEIM			
7 GENTZ			
8 GIBLER			
9 HARTL			
10 HOFBERGER			
11 KARTH			
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13 LA SHAY			
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15 MUELLER			
16 SCHWALENBERG			
17 STECKER			
18 STIER			
19 STILLMAN			
20 STOFFEL			
21 WEINBERGER			

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Patrick Laughrin

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Pete Stier

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Mary Schwalenberg

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Tom Stoffel

**COUNTERSIGNED BY**

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Alice Connors, County Board Chair

**RESOLUTION 2018-xx**

**RESOLUTION TO AUTHORIZE CALUMET COUNTY TO BECOME A MEMBER OF THE PACE  
(PROPERTY ASSESSED CLEAN ENERGY) COMMISSION**

To the Honorable Chair and Board of Supervisors of Calumet County, Wisconsin:

<b>Motion:</b>	Adopted: <input type="checkbox"/>	
1 <sup>st</sup> _____	Lost: <input type="checkbox"/>	
2 <sup>nd</sup> _____	Tabled: <input type="checkbox"/>	
Yes: _____ No: _____	Absent: _____	
Number of votes required:		
<input checked="" type="checkbox"/> Majority	<input type="checkbox"/> Two-thirds	
Reviewed by:	Kimberly Tenerelli	Corp Counsel

**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**, Calumet County is a “municipality” as that term is defined in Wis. Stat. §66.0301 and a political subdivision located in the State; and

**WHEREAS**, Calumet 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**, Calumet County has determined that it is in the public interest to provide real property owners, lessees, lenders and other transaction parties in Calumet County with access to a uniformly-administered program for PACE financing; and

**WHEREAS**, Calumet 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

		YES	NO	A
1	<u>BARRIBEAU</u>			
2	<u>BUDDE</u>			
3	<u>CONNORS</u>			
4	<u>DEITER</u>			
5	<u>DIETRICH</u>			
6	<u>DRAHEIM</u>			
7	<u>GENTZ</u>			
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18	<u>STIER</u>			
19	<u>STILLMAN</u>			
20	<u>STOFFEL</u>			
21	<u>WEINBERGER</u>			



**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

**WHEREAS**, It is in Calumet County’s best interests to join the Wisconsin PACE Commission and authorize the execution of the Commission Agreement; and

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

**WHEREAS**, Attached to this Resolution is proposed Ordinance No. 2018-\_\_\_\_, which will be considered at the same meeting at which this Resolution is being considered (“PACE Ordinance”); and

**WHEREAS**, Adoption of the PACE Ordinance is a necessary condition to Calumet County entering into the Commission Agreement; and

**WHEREAS**, It is the intent of this Resolution to authorize Calumet County to become a member of the Commission and authorize a duly-appointed representative of Calumet County to finalize and execute the final Commission Agreement in substantially the form of the draft Commission Agreement attached to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** That the Calumet County Board of Supervisors hereby approves the draft Commission Agreement, a copy of which is attached to this Resolution, and authorizes and directs the Calumet County Board Chair to sign such document after receipt of preliminary approval from the other participating municipalities, approval from the Calumet County official duly-appointed to approve the final form of the Commission Agreement and approval of the Calumet County Corporation Counsel.

**BE IT FURTHER RESOLVED** That the Chair of the Calumet County Board of Supervisors [or County Executive] is hereby directed to appoint a board supervisor [or County Executive] to act as Calumet County’s official representative in relation to the final approval of the form of the Commission Agreement and to otherwise take all action necessary to effectuate the intent of this Resolution.

**BE IT FINALLY RESOLVED** that the designee as the Calumet County “Representative Director” of the Board of Directors of the Commission in accordance with the Commission Agreement, and shall serve at the pleasure of the Calumet County Board of Supervisors

Dated this 18<sup>th</sup> day of September 2018.

**INTRODUCED BY THE  
ADMINISTRATIVE SERVICES COMMITTEE**

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Merlin Gentz, Chair

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Ronald Dietrich

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Bill Barribeau

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Patrick Laughrin

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Pete Stier

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Mary Schwalenberg

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Tom Stoffel

**COUNTERSIGNED BY**

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Alice Connors, County Board Chair

**JOINT EXERCISE OF POWERS AGREEMENT**

**relating to**

**WISCONSIN PACE COMMISSION**

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

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**THIS AGREEMENT** (“*Agreement*”), dated as of \_\_\_\_\_, 2018 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 depositary of the Commission to have custody of all money of the Commission, from whatever source derived and shall have the powers, duties and responsibilities specified in by-laws or by resolution, and is designated as the public officer or person who has charge of, handles, or has access to any property of the Commission.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**Section 19. Amendments.**

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

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

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

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

**Section 22. Miscellaneous.**

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

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

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

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

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

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

*[SIGNATURES ON FOLLOWING PAGE]*

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

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

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

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**EXHIBIT A**  
**Pace Ordinance – See Attached**

**ORDINANCE 2018-**

**ORDINANCE TO AMEND THE CALUMET COUNTY CODE OF  
ORDINANCES CREATING CHAPTER 44, PROPERTY ASSESSED  
CLEAN ENERGY FINANCING (PACE)**

<b>Motion:</b>	Adopted: <input type="checkbox"/>
1 <sup>st</sup> _____	Lost: <input type="checkbox"/>
2 <sup>nd</sup> _____	Tabled: <input type="checkbox"/>
Yes: _____ No: _____	Absent: <input type="checkbox"/>
Number of votes required:	
<input checked="" type="checkbox"/> Majority	<input type="checkbox"/> Two-thirds
Reviewed by: _____	Kimberly Tenerelli Corp Counsel

The Board of Supervisors of Calumet County does hereby amend the Calumet County Code of Ordinances by creating Chapter 44, as follows:

1. **Chapter 44, PROPERTY ASSESSED CLEAN ENERGY FINANCING (PACE).**

See attached.

2. This amending ordinance shall take effect upon passage as provided by law.

Dated this 18<sup>th</sup> day of September 2018.

**INTRODUCED BY THE PLANNING, ZONING &  
FARMLAND PRESERVATION COMMITTEE**

\_\_\_\_\_  
Michael Hofberger, Chair

\_\_\_\_\_  
Ed Kleckner

\_\_\_\_\_  
Gary Deiter

\_\_\_\_\_  
Matthew Budde

\_\_\_\_\_  
Hope Karth

**AND THE  
ADMINISTRATIVE SERVICES COMMITTEE**

\_\_\_\_\_  
Merlin Gentz, Chair

	YES	NO	A
1 BARRIBEAU			
2 BUDE			
3 CONNORS			
4 DEITER			
5 DIETRICH			
6 DRAHEIM			
7 GENTZ			
8 GIBLER			
9 HARTL			
10 HOFBERGER			
11 KARTH			
12 KLECKNER			
13 LA SHAY			
14 LAUGHRIN			
15 MUELLER			
16 SCHWALENBERG			
17 STECKER			
18 STIER			
19 STILLMAN			
20 STOFFEL			
21 WEINBERGER			

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Ronald Dietrich

---

Bill Barribeau

---

Patrick Laughrin

---

Pete Stier

---

Mary Schwalenberg

---

Tom Stoffel

**COUNTERSIGNED BY**

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Alice Connors, County Board Chair

**CHAPTER 44**  
**PROPERTY ASSESSED CLEAN ENERGY FINANCING (PACE)**

**Sec. 44-1. Title.**

This ordinance may be referred to as the Property Assessed Clean Energy Financing Ordinance or the PACE Ordinance.

**Sec. 44-2. Statutory Authority.**

This ordinance is enacted pursuant to Wis. Stat. §66.0627, which authorizes Calumet 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.

**Sec. 44-3. Purpose.**

Calumet 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 Calumet 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.

**Sec. 44-4. Definitions.**

- (a) *Word Usage.* In the interpretation of this chapter, the provisions and rules of this chapter shall be observed and applied, except when the context clearly requires otherwise:
- (1) *Shall.* The word “shall” is mandatory.
  - (2) *May.* The word “may” is permissive.
- (b) *Definitions.* When used in this chapter, the following terms shall have the meanings herein assigned to them. Words used in this chapter, but not defined herein, shall carry the meanings as defined in Webster’s Unabridged Third International Dictionary, or a dictionary based on it. For purposes of easy reference within this section, the following terms will appear in italicized print.
- (1) “*Annual installment*” means the portion of the PACE loan that is due and payable for a particular year under the supplemental agreement.
  - (2) “*Borrower*” means the property owner or lessee of the subject property that borrows the proceeds of a PACE loan.
  - (3) “*Default loan balance*” means the outstanding balance, whether or not due, of a PACE loan at the time that Calumet County receives foreclosure proceeds.
  - (4) “*Foreclosure proceeds*” means the proceeds received by Calumet County from the disposition of a subject property through an *in rem* property tax foreclosure.



- (5) “*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.
- (6) “*PACE*” means the acronym for property assessed clean energy.
- (7) “*PACE default provisions*” means:
  - A. The delinquent annual installment(s) due when Calumet County initiates the *in rem* property tax foreclosure on the subject property;
  - B. Any additional annual installment(s) that become due between the time that Calumet County initiates *in rem* property tax foreclosure on the subject property and the date Calumet County receives the foreclosure proceeds;
  - C. Any default interest charges applied to unpaid annual installments referenced in subs. (1.) and (2.) above, as provided in the supplemental agreement; and
  - D. Any default loan balance.
- (8) “*PACE lender*” means any person that makes a PACE loan, and which may include an affiliate of the borrower.
- (9) “*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.
- (10) “*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 Wis. Stat. §66.0627.
- (11) “*Program Administrator*” means the person retained by the Wisconsin PACE Commission as provided in subsection (5)(b).
- (12) “*Subject property*” means any premises located in Calumet 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.
- (13) “*Supplemental agreement*” means a written agreement among a borrower, a PACE lender and Calumet County, as provided for in subsection (7).
- (14) “*Wisconsin PACE Commission*” means the Wisconsin PACE Commission formed under Wis. Stat. §66.0301, by Calumet County and one or more other political subdivisions as defined in Wis. Stat. §66.0627, pursuant to a Joint Exercise of Powers Agreement relating to the Wisconsin PACE Commission.

#### **Sec. 44-5. 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 annual installment or portion of a PACE loan made and secured pursuant to the 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 Wis. Stat. §66.0627.

#### **Sec. 44-6. Wisconsin PACE Commission**

- (a) Any of the powers and duties of Calumet County under this Section, except for those under Sec. 44-7. 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 set forth in this Section and in Wis. Stat. §66.0627.

#### **Sec. 44-7. 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 Calumet County.
- (b) Calumet County shall approve the financing arrangements between a borrower and PACE lender.

#### **Sec. 44-8. Supplemental Agreement**

- (a) Calumet County, the borrower and the PACE lender shall execute the supplemental agreement which, without limitation:
  - (1) 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 Wis. Stat. §66.0627;
  - (2) Shall recite the amount and the term of the PACE loan;
  - (3) Shall provide for the amount, or a method for determining the amount, of the annual installment due each year;
  - (4) Shall provide default interest may be applied to unpaid annual installments;
  - (5) Shall require the PACE lender and the borrower to comply with all federal, state and local lending and disclosure requirements;
  - (6) Shall provide for any fees payable to Calumet County and/or Program Administrator;
  - (7) Shall recite that the supplemental agreement is a covenant that runs with the land;
  - (8) 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
  - (9) May allow for amendment by the parties.
- (b) 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.

- (c) Each PACE loan shall be amortized over the term of the PACE loan as provided in the supplemental agreement.
- (d) The annual payments of a PACE loan may be payable in installments as authorized by Wis. Stat. §66.0627.

**Sec. 44-9. Annual Installments Added to Tax Rolls**

Upon the request of the Program Administrator, Calumet County shall place each year's annual installment on the tax roll for the subject property as permitted pursuant to Wis. Stat. §66.0627.

**Sec. 44-10. Remittance of Special Charges**

- (a) Calumet County shall promptly remit to the Wisconsin PACE Commission any payment(s) for a special charge imposed under this Section, including penalties and charges thereon, it may receive from any taxing district or Calumet County treasurer pursuant to Wis. Stat. Ch. 74.

**Sec. 44-11. Property Tax foreclosure Procedures**

- (a) Calumet County elects to utilize the provisions of Wis. Stat. §75.521, 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) Calumet 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 Wis. Stat. §75.106) or that in rem property tax foreclosure is not in the best interests of Calumet County due to the condition of the property or for other reasons.
- (c) If Calumet County has determined that it will not commence an in rem property tax foreclosure proceeding, then the PACE lender may request that Calumet County, pursuant to Wis. Stat. §75.106, assign Calumet County's right to take judgment against the subject property, provided that the PACE lender and Calumet County fully comply with all provisions of Wis. Stat. §75.106, concerning the subject property and the PACE lender agrees to pay the amounts required by Wis. Stat. §75.36(3)(a)1 and 1m, .

**Sec. 44-12. Sale of Foreclosed Property**

If Calumet County prevails in an in rem property tax foreclosure action against a subject property, Calumet County shall diligently proceed to sell the subject property pursuant to the procedures set forth in Wis. Stat. §75.69.

**Sec. 44-13. Distribution of Foreclosure Proceeds**

The Calumet County treasurer shall follow the procedures set forth in Wis. Stat. §75.36, to distribute the proceeds from the sale of a subject property.

**Sec. 44-14. Effect**

This Ordinance shall take effect the day after passage and publication as required by law.