

DODGE COUNTY EXECUTIVE COMMITTEE

December 4, 2018, 8:00 A.M.

FIRST FLOOR – ROOMS H & I AUDITORIUM

DODGE COUNTY ADMINISTRATION BUILDING, JUNEAU, WI 53039

The meeting was called to order at 8:00 a.m. by Dodge County Executive Committee Chairman, Russell Kottke.

Members present: Berres, Frohling, Kottke, Maly, Marsik, Sheahan-Malloy, and Schmidt.

Member(s) absent: None.

Others present: Dodge County Administrator Jim Mielke; Deputy County Clerk Christine M. Kjornes; Corporation Counsel Kimberly Nass; Dodge County Clerk Karen Gibson; Emergency Management Director Amy Nehls; Emergency Management Deputy Director Joe Meagher; 4H/Youth Development Agent Marie Witzel; Healthy Soil Healthy Water Intern Cassie Strauss; Land Resources and Parks Director Bill Ehlenbeck; Robertson Ryan & Associates, Inc. Vice President William J. Evans; Robertson Ryan & Associates, Inc. Vice President Eric D. Zauner; Watertown Daily Times Reporter Ed Zagorski; and WBEV Radio Station Reporter Kevin Haugen.

There was no Non-Committee Member County Board Supervisors requesting payment for attending the meeting.

Motion by Schmidt, seconded by Marsik to approve the November 6, 2018 minutes as presented. Motion carried.

4H/Youth Development Agent Marie Witzel provided an oral report to the Committee regarding an out-of-state travel request. Ms. Witzel reported that she is requesting to travel to Chevy Chase, Maryland, in January 9-10, 2019, for the 4-H Digital Ambassador partnership with Microsoft. Ms. Witzel further reported that Microsoft is partnering with the National 4H Council, and Dodge County was selected as being eligible to be a part of the grant. The out-of-state travel request is dependent on if Dodge County is chosen as a recipient of the grant.

Healthy Soil Healthy Water Intern Cassie Strauss provided an oral report to the Committee regarding an out-of-state travel request. Ms. Strauss reported that she is requesting to attend the North Dakota University Conservation Tillage Conference on December 18-19, 2018. Ms. Strauss stated that the agenda had the wrong dates, and the correct dates are December 18-19. Motion by Marsik, seconded by Schmidt to approve the out-of-state travel requests for Ms. Witzel, and for Ms. Strauss. Motion carried.

Emergency Management Director Amy Nehls provided an oral report to the Committee regarding an out-of-state travel request. Ms. Nehls reported that the out-of-state travel request is for Emergency Management Deputy Director Joe Meagher to attend the Emergency Management Institute (EMI), in Emmitsburg, Maryland, on February 3-9, 2019. Ms. Nehls further reported that the out-of-state travel request is dependent on if there is adequate room and board. The cost to the County would be \$90.00 for a meal ticket. Motion by Sheahan-Malloy, seconded by Frohling to approve the out-of-state travel request. Motion carried.

County Administrator Jim Mielke introduced Robertson Ryan & Associates, Inc. Vice President William J. Evans; and Robertson Ryan & Associates, Inc. Vice President Eric D. Zauner. Mr. Zauner distributed to the Executive Committee members a document entitled *Insurance Proposal*

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for Dodge County, Effective January, 2019 Renewal's. Mr. Evans provided his background information, and then proceeded with a review of the following:

1. Crime Policy
 - Treasurer Bond and Medical Examiner Bond have been combined with Employee Dishonesty under Liberty Mutual Insurance Company.
 - Employee Dishonesty Liability has increased to \$1 million.
 - Employee Dishonesty includes elected officials.
 - Money Orders and Counterfeit Paper Currency is a new coverage.
2. Aviation
 - Each Occurrence has increased to \$5 million.
 - There is No Limit on General Aggregate.
 - Hanger Keepers increased to \$1 million.
3. K-9 Mortality
 - Limits have not changed.
4. Premium Summary
 - January 1, 2019-January 1, 2020 renewals.
 - Total Premium is \$11,587, with a three (3) year pre-paid option for Crime Policy.

Motion by Frohling, seconded by Maly to accept the Insurance Proposal from Robertson Ryan & Associates, Inc., and to take the three (3) year pre-paid option for the Crime Policy. Mr. Mielke commented that there is an ongoing review of the Clearview and Human Services and Health coverages. Mr. Evans commented that Dodge County has area defined umbrella policies. Motion carried.

Mr. Mielke provided an oral report to the Committee regarding claims for damages. Mr. Mielke reported that there were two (2) claim for damages: Mary Goetz and Latitude Subrogation Services vs. Dodge County, and Kristine Neary vs. Dodge County. Mr. Mielke further reported that WMMIC has recommended the disallowance of both claims. Motion by Marsik, seconded by Schmidt to approve the disallowance of the claims for damages. Motion carried.

Mr. Mielke reported that Finance Director Julie Kolp, Human Resource Director Sarah Hinze, Corporation Counsel Kimberly Nass, and he attended a fraud event on November 28, 2018, and there is a tentative fraud presentation for Department Heads scheduled in January of 2019.

Mr. Mielke provided an oral update to the Committee regarding the recruitment of the Information Technology Director. Mr. Mielke reported that the Meet and Greet with the Information Technology Director candidates is December 4, 2018. Mr. Mielke further reported that the Information Technology Committee meets on December 10, 2018, and the goal is to present a Resolution to the County Board at the December 18, 2018 meeting.

Mr. Mielke provided an oral report to the Committee regarding changes to Dodge County incoming mail pickup and delivery. Mr. Mielke reported that Central Service Director John Veling has announced his resignation, with his last day being December 28, 2018. Mr. Mielke further reported that the Finance Committee meets on December 10, 2018, and incoming mail pickup and delivery will be a topic for discussion on the agenda.

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Emergency Management Director Amy Nehls provided an oral update to the Committee regarding the Wisconsin Active Disaster Declaration. Ms. Nehls reported that the following municipalities have applied for public assistance through the State of Wisconsin: Village of Brownsville, Village of Kekoskee, Village of Lomira, Town of Lomira, Town of Theresa, City of Watertown, and half of the City of Waupun. Ms. Nehls commented that the other half of the City of Waupun received assistance through FEMA. Ms. Nehls further reported that she received an email from the State of Wisconsin on November 30, 2018, stating that funds have been exhausted, and the State of Wisconsin is seeking additional funds from the federal government.

Ms. Nehls provided an oral report to the Committee regarding the Waupun Active Threat Presentation. Ms. Nehls reported that after the active shooter incident in Middleton, Wisconsin, she was asked to provide an active threat presentation at the Waupun High School. Ms. Nehls further reported that there were thirty (30) attendees', and the presentation was well received.

Ms. Nehls provided an oral report to the Committee regarding the countywide reprogramming of new DPL Codes. Ms. Nehls reported that there has been radio channel interference, and to resolve this issue, mobile and portable radios for fire, EMS, and police will need to be programmed with a different code, and the anticipated full conversion date is June 1, 2019.

Ms. Nehls provided an oral report to the Committee regarding the Dodge County/City of Watertown Interoperability Agreement. Ms. Nehls reported that currently, Dodge County is unable to monitor and communicate with the City of Watertown because the City of Watertown utilizes an encrypted channel. Ms. Nehls further reported that a memo was included in the packet materials regarding the reallocation of 2017 redistribution funds in the amount of \$7,725, and the purpose of the reallocation is to allow Emergency Management to purchase radio equipment to be used for interoperability with the City of Watertown

Ms. Nehls provided an oral report to the Committee regarding training opportunities. Ms. Nehls reported that Dodge County Emergency Management will be hosting Public Information Officer training on February 11-12, 2019. Twenty-four (24) students have signed up, and a waiting list has been started. Ms. Nehls further reported that Dodge County is hosting ICS 300 training on March 6-7, 2019, and ICS 400 training on March 14-15, 2019. Ms. Nehls reported that on January 9, 2019 and January 17, 2019, Emergency Management will be offering "Stop the Bleed" training for Dodge County employees, and interested employees will be able to sign up with the Human Resources Department.

Corporation Counsel Kimberly Nass reported the status of contracts being reviewed and/or completed by the Corporation Counsel office. The Committee had a brief discussion on Dodge County meal sites, and the ERP project contract.

Ms. Nass reported on activities from the Taxation Committee. Ms. Nass reported the following:

- Dodge County is no longer an owner of the former Metalfab property, therefore, on November 13, 2018, the Taxation Committee voted to withdraw from participation in the Voluntary Party Liability Exemption (VPLE).

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- The 2019 In Rem properties have been filed. There are twenty-six (26) parcels, in which, some of the parcels have been paid. The last date for redemption is January 11, 2019, and after that date, the Taxation Committee will take action on those delinquent parcels.
- The next meeting of the Taxation Committee is December 20, 2018.

Ms. Nass provided an oral report to the Committee regarding a draft Ordinance Amending Chapter 2, Section 2.02 – Standing Committees, Board and Commissions; Chapter 19, Parks and Recreation; and Revisor's Amendments, of the Dodge County Code of Ordinances. Ms. Nass reported that she and Dodge County Clerk Karen Gibson are in the process of codification. Ms. Nass further reported some of the following changes:

- Planning, Development and Parks Committee name changed to Land Resources and Parks Committee.
- Elimination of the Land Information Committee.
- Sheriff's Department updated to Sheriff's Office.
- Changes to the Land Use Code will be presented to the Land Resources and Parks Committee.

Motion by Marsik, seconded by Sheahan-Malloy to approve the amendments to the Ordinance, and forward the Ordinance to the County Board for their approval at the December 18, 2018 meeting. Motion carried.

Ms. Nass provided an oral report to the Committee regarding the Public Records Committee. Ms. Nass reported that the Public Records Committee was established in 2015, and the Committee consists of her, Mr. Mielke, Dodge County Sheriff Dale Schmidt, Ms. Gibson, Mr. Kottke, and Human Services and Health Director Becky Bell. Ms. Nass further reported that the next Committee meeting is April of 2019. Ms. Nass commented that she has accepted a position to be a member on the Wisconsin State Public Records Board. The Wisconsin State Public Records Board evaluates the state model for records retention. The Committee had a brief discussion on the caretaker of Dodge County policies.

Dodge County Clerk Karen Gibson provided an oral report to the Committee regarding the December 18, 2018 County Board meeting. Ms. Gibson reviewed the document entitled *2018 December Resolutions as of November 21, 2018* that was included in the Executive Committee packet materials. Ms. Gibson reported that the agenda will also include two (2) claims, an Ordinance, and a Resolution from the Executive Committee regarding the Sheriff's Office Operational and Financial Review. Ms. Gibson further reported that Special Orders of Business will include re-appointments to the Monarch Library System Board and the Friends of Clearview, an election to the Civil Service Commission, a presentation regarding the Goldstar Memorial Trail, and 4-H Key Award presentations.

Ms. Gibson provided an oral report to the Committee regarding the January 2019 and February 2019 County Board meetings. Ms. Gibson reported that Chairman Kottke has announced that the plan is to not have a January 2019 County Board meeting, and the February County Board meeting will be on February 19, 2019, unless there is a spring primary election. Mr. Kottke stated that if there is a spring primary election, the February County Board meeting will be held on Wednesday, February 20, 2019.

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Mr. Mielke provided an oral update to the Committee regarding the ERP Project. Mr. Mielke reported that the ERP Steering Committee met on December 3, 2018, and the decision was made to change the go live date to July 1, 2019, instead of May 1, 2019, and this decision was based on numerous factors. Mr. Mielke further reported that it is in the best interest of the project to delay the go live date. Mr. Mielke commented that the project includes a contingency, and it is estimated that the cost for the delay will be \$9,400. Supervisor Sheahan-Malloy asked what some of the challenges were that caused the delay. Supervisor Maly responded that more time needs to be spent on the Chart of Accounts (COA) because the COA is an important aspect.

Mr. Mielke provided an oral report to the Committee regarding the Sheriff's Office Operational and Financial Review. Mr. Mielke reported that the internal review team is not ready to make a recommendation on the request for proposals (RFP). Mr. Mielke further reported that three (3) RFP's were received, and those RFP's are being evaluated and discussed by the team. It is anticipated that the vendor's final report will be provided to the County Board at the August 2019 meeting. After a brief discussion, it was decided that the Executive Committee will meet on December 11, 2018 at 7:30 a.m., to discuss and approve the RFP recommendation by the review team.

There were no Oral Committee Member Reports on Wisconsin Counties Association meetings.

The Committee continued with a discussion on the meeting dates for the January and February 2019 Executive Committee meetings. The dates will be: Tuesday, January 8, 2019 at 8:00 a.m., and Thursday, February 7, 2019 at 8:00 a.m.

Meeting adjourned at 9:30 .m. by the order of the Chairman.

The next regular meeting is scheduled for **Tuesday, January 8, 2019, at 8:00 a.m.**

Jeff Berres, Secretary

Disclaimer: The above minutes may be approved, amended or corrected at the next committee meeting.

DODGE COUNTY EXECUTIVE COMMITTEE

December 11, 2018, 7:30 A.M.

FIRST FLOOR – ROOMS H & I AUDITORIUM

DODGE COUNTY ADMINISTRATION BUILDING, JUNEAU, WI 53039

The meeting was called to order at 7:30 a.m. by Executive Committee Chairman, Russell Kottke.

Members present: Berres, Frohling, Kottke, Maly, Marsik, Sheahan-Malloy, and Schmidt.

Member(s) absent: None.

Others present: County Administrator Jim Mielke; County Clerk Karen J. Gibson; Corporation Counsel Kimberly Nass; Finance Director Julie Kolp; and Purchasing Agent Jamie Beckwith. Clearview Director of Financial Services Bill Wiley arrived at 8:00 a.m.

County Board Supervisor Jeffrey C. Schmitt was in attendance and requested payment for attending the meeting and County Board Supervisor David Guckenberger was in attendance but did not request payment for attending the meeting.

Review, Consider, Take Action Regarding: Resolution – General Fund Transfer and Authorizing a Dodge County Sheriff's Operational and Financial Review. Supervisors Maly and Sheahan-Malloy provided an oral report on the steps the evaluation team took to come up with the recommendation of Matrix Consulting Group to perform the Sheriff's Operational and Financial Review. Supervisor Maly stated the evaluation team received three responses to the request for proposals (RFP) and the team scored each of the proposals. Two of the proposals had the criteria requested and the evaluation team did further analysis on the two proposals.

Jim Mielke, County Administrator noted a concern related to the proposals. He wanted the committee to be aware that one of the vendors was afforded the opportunity to make changes to the proposal they submitted and the other vendor was not afforded a similar opportunity.

Corporation Counsel, Kim Nass advised the committee about the difference between an RFP and a Request for Bid. Ms. Nass advised that when an RFP is obtained there is time to ask questions, decide to go forward, start over, etc. between the opening of the proposal and the award of the contract. Ms. Nass also advised that the contract will contain specifics.

The Committee continued with discussion on the tasks that were addressed in the proposal. It was the consensus of the committee that an evaluation of the entire department and the direct and indirect costs associated with housing inmates needed to be done.

There was a motion by Supervisor Frohling, seconded by Supervisor Maly to forward a resolution to the County Board of Supervisors authorizing a general fund transfer and the engagement of Matrix Consulting Group for a Sheriff's Office Operational and Financial Review. Motion carried with unanimous approval.

Meeting adjourned at 8:12 a.m. by the order of the Chairman.

Jeff Berres, Secretary

Disclaimer: The above minutes may be approved, amended or corrected at the next committee meeting.

DEC 19 2018

**RESOLUTION R-68-18
RESOLUTION TO SUPPORT INCREASED COMPENSATION FOR DEFENSE COUNSEL, Wis.
ASSIGNED BY THE STATE PUBLIC DEFENDER**

DODGE COUNTY, Wis.

WHEREAS, both the United States Constitution and the Wisconsin State Constitution provide that persons accused of a crime have the right to a speedy, public trial by jury, the right to confront accusers, and the right to counsel, and

WHEREAS, the United States Supreme Court established that the government must afford effective counsel to indigent defendants, and

WHEREAS, the Wisconsin Office of the State Public Defender (SPD) is charged with the responsibility to provide effective counsel to indigent defendants. Where the SPD staff is unable to provide representation, due to conflict or other reasons, the SPD appoints private attorneys to provide effective representation. Nearly 40% of all SPD cases are appointed to private attorneys, and

WHEREAS, the compensation rate for private bar appointed attorneys in Wisconsin is \$40.00 per hour, and has not been increased since 1995. The \$40/hour rate is the lowest compensation rate in the nation, failing to cover an appointed attorney's overhead costs. As a result of the nominal compensation rate, private attorneys are increasingly declining to accept SPD appointments, which is creating an increasing burden on the courts and Wisconsin Counties, and

WHEREAS, financial costs to Counties are increasing as accused persons are being held in jail longer pending appointment of counsel and circuit court judges are being forced to appoint counsel at county expense, and

WHEREAS, in addition to the financial costs to Counties, delayed appointments of counsel adversely affect the accused, lead to inefficiency for courts and law enforcement agencies, and delay justice and potential closure for crime victims, and

WHEREAS, in May of 2018 the Wisconsin Supreme Court authorized an increase in the hourly rate for attorneys appointed by courts at county expense from \$70.00/hr. to \$100.00/hr., effective January 1st, 2020, and

WHEREAS, the disparity created between the two rates, SPD \$40.00/hr., County \$100.00/hr., will cause private attorneys to refuse SPD cases, further exacerbating costs to the Counties, the accused, victims, and justice system stakeholders and

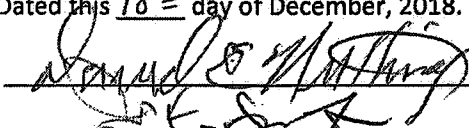
NOW, THEREFORE, BE IT RESOLVED, that the Marathon County Board of Supervisors does hereby implore the State of Wisconsin to provide sufficient resources to the Office of the Public Defender to ensure the criminal justice system operates effectively and efficiently, including increasing the rate of reimbursement for private attorneys appointed by the Public Defender to a market rate that will ensure prompt appointment of counsel and that cases are handled in a timely and efficient manner, by at minimum, increasing the hourly rate paid to SPD appointed private attorneys to the same amount as those recently authorized by the Wisconsin Supreme Court.

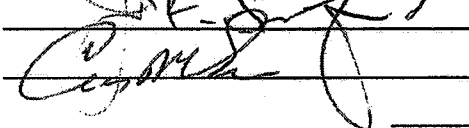
BE IT FURTHER RESOLVED, that the County Clerk is directed to send a copy of this resolution to the Governor, the Wisconsin Counties Association, the Wisconsin Towns Association, the League of Wisconsin Municipalities, all members of the State Legislature and to each Wisconsin County, and


BE IT FURTHER RESOLVED that publication of this resolution may occur through posting in accordance with Section 985.02 of the Wisconsin Statutes.

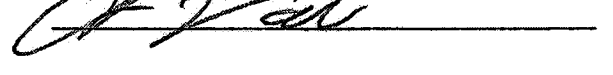
Dated this 18th day of December, 2018.

PUBLIC SAFETY COMMITTEE









Fiscal Impact: No direct cost. It is anticipated that if public defender pay is increased that the County's cost of court appointed defense counsel will be reduced. There will also be some reduction of jail bed days, as delays will be minimized.

RECEIVED
IN THE OFFICE OF
COUNTY CLERK

DEC 19 2018

DODGE COUNTY, WIS.

RESOLUTION NO. 43-18

**SYNOPSIS: Support Increasing the Compensation for Defense Counsel Appointed
by the Wisconsin Public Defender's Office
INTRODUCED BY: Judiciary Committee**

To the Honorable Board of Supervisors of Columbia County:

WHEREAS, both the United States Constitution and the Wisconsin State Constitution provide that persons accused of a crime have the right to counsel; and,

WHEREAS, the Wisconsin State Public Defender's Office ("SPD") provides legal representation to the indigent, utilizing staff attorneys as well as (about 40% of the time) private attorneys certified to take SPD appointments to handle conflict and overflow cases; and,

WHEREAS, in May, 2018, the Wisconsin Supreme Court increased, effective January, 2020, the hourly rate of pay for county-funded, court-appointed, attorneys from \$70 to \$100 per hour; and,

WHEREAS, the rate of pay for State-funded SPD appointments is \$40 per hour, has not been increased since 1995, and is the lowest in the nation; and,

WHEREAS, the pay for State-funded SPD appointments is so low that it has been and is hard to find private attorneys willing to accept such appointments in many counties, resulting in some persons charged with crimes sitting in jail for weeks while they waited for legal representation; and,

WHEREAS, the disparity in pay (i.e., the decision to increase pay for county-funded attorneys, but not State-funded SPD appointments) will lead private attorneys to refuse State-funded SPD assignments and instead hold out for county-funded, court-appointed, assignments; and,

WHEREAS, a greater share of the cost of indigent defense is going to fall on the counties, resulting in (what may reasonably be viewed as) an unfunded mandate.

NOW, THEREFORE, BE IT RESOLVED THAT, the Columbia County Board of Supervisors does hereby urge the State of Wisconsin to provide sufficient resources to the Wisconsin State Public Defender's Office to ensure the criminal justice system operates effectively and efficiently, including increasing the rate of pay for State-funded SPD appointments to \$100 per hour and tie future increases to the rate of inflation; and,

BE IT FURTHER RESOLVED that the County Clerk is directed to send a copy of this Resolution to Governor Scott Walker, the Wisconsin Counties Association, the Wisconsin Towns Association, the League of Wisconsin Municipalities, all members of the State Legislature representing Columbia County, and to each Wisconsin County.

Fiscal Note: None.

Fiscal Impact: None.

STATE OF WISCONSIN
COUNTY OF COLUMBIA
CERTIFIED COPY

I certify that this is a true and exact copy
of the original of which I am legal custodian
for the County Clerk of Columbia County.

Signed by


County Clerk or Deputy County Clerk

Date

12/19/18


Bob Koch


Susanna R. Bradley


Mark Slegler, Secretary


Craig Robson, Vice Chair



DOOR COUNTY

Resolution No. 2018-87
REQUESTING STATE LAW CHANGE ALLOWING COUNTIES THE USE OF
THE DESIGN-BUILD CONSTRUCTION METHOD AND UPDATE THE
STATUTORY BIDDING REQUIREMENTS

RECEIVED
IN THE OFFICE OF
DEC 20 2018
DOOR COUNTY CLERK

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BACON	X		
BULTMAN	X		
CHOMEAU	X		
D. ENGLEBERT	X		
R. ENGLEBERT	X		
ENIGL		X	
FISHER	X		
GUNNLAUGSSON	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
LUNDAHL	X		
NEINAS	X		
NORTON	X		
ROBILLARD	X		
SCHULTZ	X		
VIRLEE	X		
VLIES WOTACHEK	X		
WAIT		X	
	14	2	0

BOARD ACTION

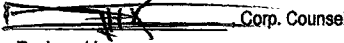
Vote Required: Majority Vote of a Quorum

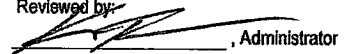
Motion to Approve Adopted

1st Austad Defeated

2nd Bacon

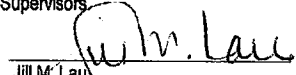
Yes: 14 No: 2 Exc: 0

Reviewed by:  Corp. Counsel

Reviewed by:  Administrator

FISCAL IMPACT: While the passage of this resolution will have some operational efficiency for Door County, there is no direct fiscal impact. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 18th day of December, 2018 by the Door County Board of Supervisors.


Jill M. Lau
County Clerk, Door County

1 **WHEREAS**, Under Wisconsin Statutes § 59.52(29), counties are required
2 to engage in a competitive bidding process on public work construction projects
3 greater than \$25,000 and provide a Class I notice on any public work with a cost
4 between \$5,000-\$25,000; and

5
6 **WHEREAS**, These statutory limits of \$5,000 and \$25,000 have been in
7 place for decades and need to be updated; and

8
9 **WHEREAS**, The State of Wisconsin has recognized the advantages of the
10 Design-Build Method and authorizes that process to be followed for state-
11 controlled building projects and certain other entities; and

12
13 **WHEREAS**, At the current time, Wisconsin counties are not authorized to
14 use the Design-Build Method for construction projects; and

15
16 **WHEREAS**, Under the Design-Build Construction Method, counties would
17 contract with a single entity to provide both the design and the construction of a
18 public work project as opposed to having to bid those projects separately; and

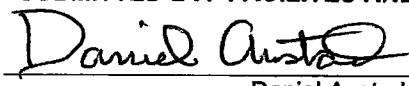
19
20 **WHEREAS**, In addition to a single source of responsibility, other
21 advantages of Design-Build include enhanced creativity, guaranteed costs,
22 faster project completion, improved risk management, fewer change orders
23 and less administrative burden.

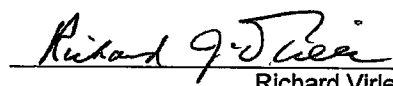
24
25 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of
26 Supervisors hereby requests that our State Legislators introduce and support
27 legislation authorizing counties to utilize the Design-Build option.

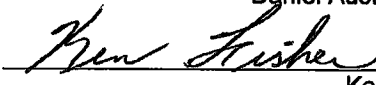
28
29 **BE IT FURTHER RESOLVED**, That the legislature take action to update
30 the antiquated project limit in Sec. 59.52(29), Stats., from \$25,000 to \$250,000,
31 and the requirement of a Class I notice be raised for any public work to a cost
32 in excess of \$50,000.

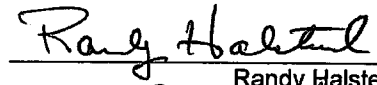
33
34 **BE IT FURTHER RESOLVED**, That the County Board directs the County
35 Clerk to forward a copy of this resolution to our Legislators, Governor Scott
36 Walker, Governor-elect Tony Evers, the Wisconsin Counties Association, and
37 all other Wisconsin counties, to elicit support for this requested change in state
38 law.

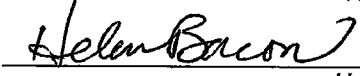
39
SUBMITTED BY: FACILITIES AND PARKS COMMITTEE



Daniel Austad, Chair

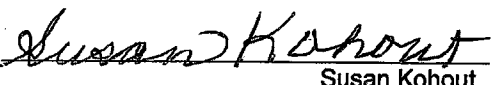

Richard Virlee


Ken Fischer


Randy Halstead

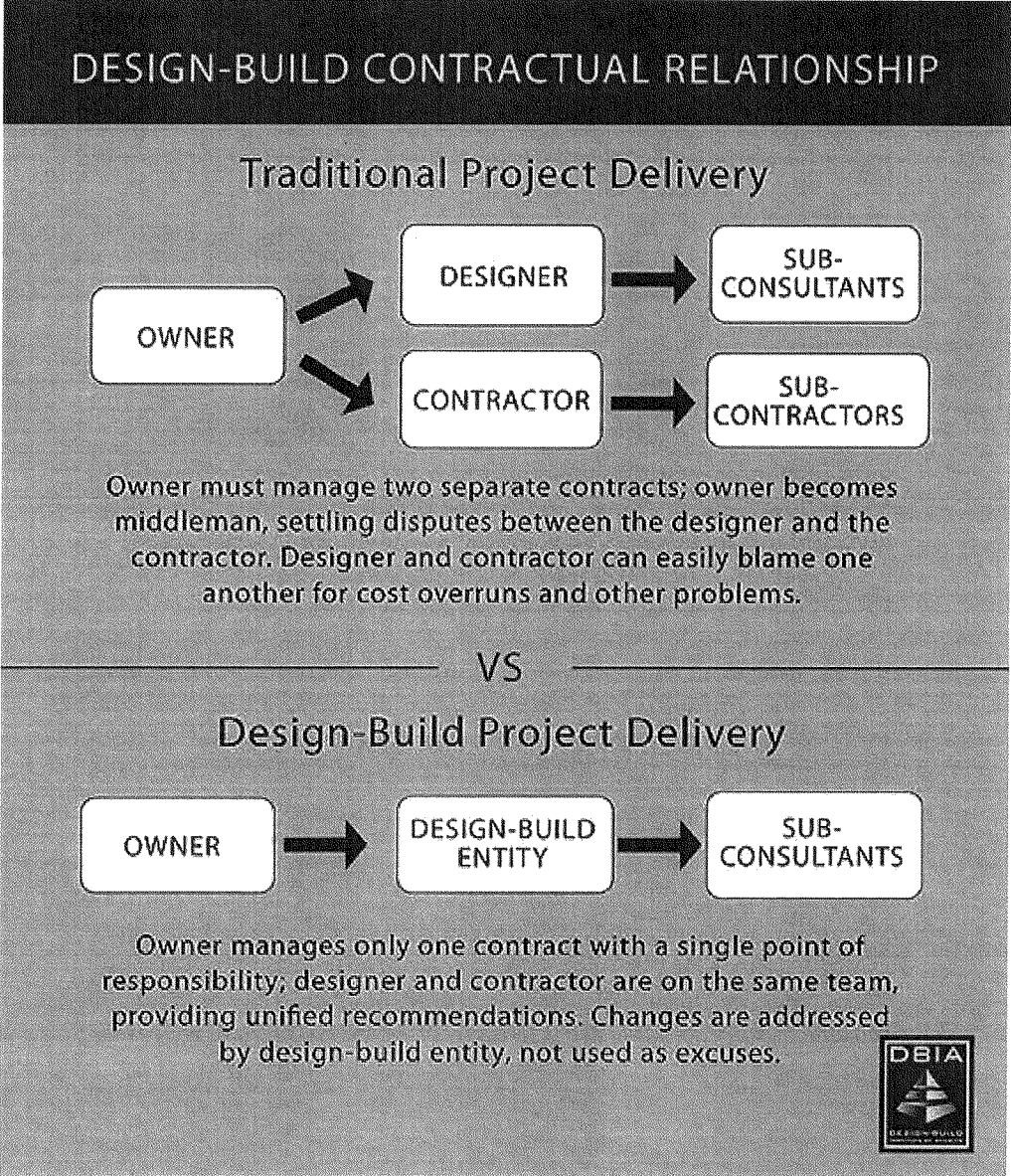

Helen Bacon


Roy Engelbert


Susan Kohout

What is Design-Build?


Design-build is a method of project delivery in which one entity – the design-build team – works under a single contract with the project owner to provide design and construction services. One entity, one contract, one unified flow of work from initial concept through completion – thereby re-integrating the roles of designer and constructor. Design-build is an alternative to the traditional design-bid-build project delivery method. Under the latter approach, design and construction services are split into separate entities, separate contracts, separate work. Across the country and around the world, design-build successfully delivers both horizontal and vertical construction projects with superior results – no matter what the project type.



Streamlining project delivery through a single contract between the owner and the design-build team transforms the relationship between designers and builders into an alliance, which fosters collaboration and teamwork. United from the outset of every project, an integrated team readily works to successfully complete a project faster, more cost effectively and with fewer change orders.

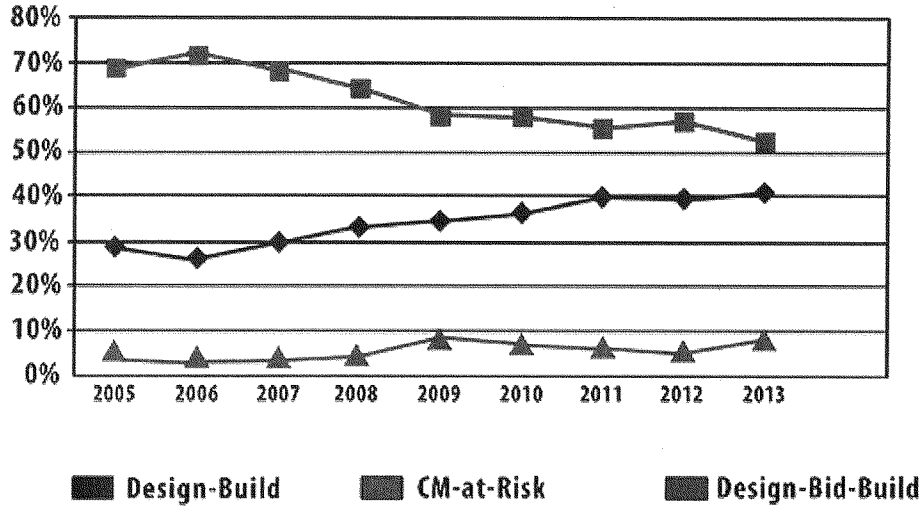
COMPARISON OF PROJECT DELIVERY METHODS		
METRIC	DESIGN-BUILD VS. DESIGN-BID-BUILD	DESIGN-BUILD vs. CM@R
UNIT COST	6.1% lower	4.5% lower
CONSTRUCTION SPEED	12% faster	7% faster
DELIVERY SPEED	33.5% faster	23.5% faster
COST GROWTH	5.2% less	12.6% less
SCHEDULE GROWTH	11.4% less	2.2% less

Source: Construction Industry Institute (CII)/Penn State research comprising 351 projects ranging from 5,000 to 2.5 million square feet. The study includes varied project types and sectors.



Over the past 15 years, use of design-build has greatly accelerated in the United States, making this delivery method one of the most significant trends in design and construction today.

Project Delivery Method Market Share for Non-Residential Construction



Analysis by RSMean's Market Intelligence a div. of Reed Construction Data

EXECUTIVE SUMMARY

Under § 59.52(29), Wis. Stats., county construction contracts that exceed \$25,000 must be awarded to the lowest responsible bidder using the competitive bidding process. In addition, if the estimated public work is between \$5,000 and \$25,000, the County must give a Class I notice before it contracts for such work. These dollar limits have been in place for decades and are unrealistic and need to be updated to a more current number.

Under the current practice, an architect first designs the construction project, construction designs are then let for bid and contractors submit bids to construct the project based on those design plans. There are inherent disadvantages to a competitive bidding process. Most notably are the lengthy processes and the incentive to low-ball the bid and make up the difference through change orders. Though change orders are a normal condition of any construction project, currently they have become an income generating tool. The time and effort required in negotiating change orders is significant and increases the overall cost of the project.

Another problem is performance quality. If the project is completed and has been done in either a substandard method or with substandard materials in order to meet the low ball bid, the overall project suffers and actual cost is then again increased. We need to have contractors that are willing to prepare fair and accurate proposals for the work and live up to those terms. This also includes the architects and those associated with the preparation and completion of any given project. Design Build concepts allow for that process to happen.

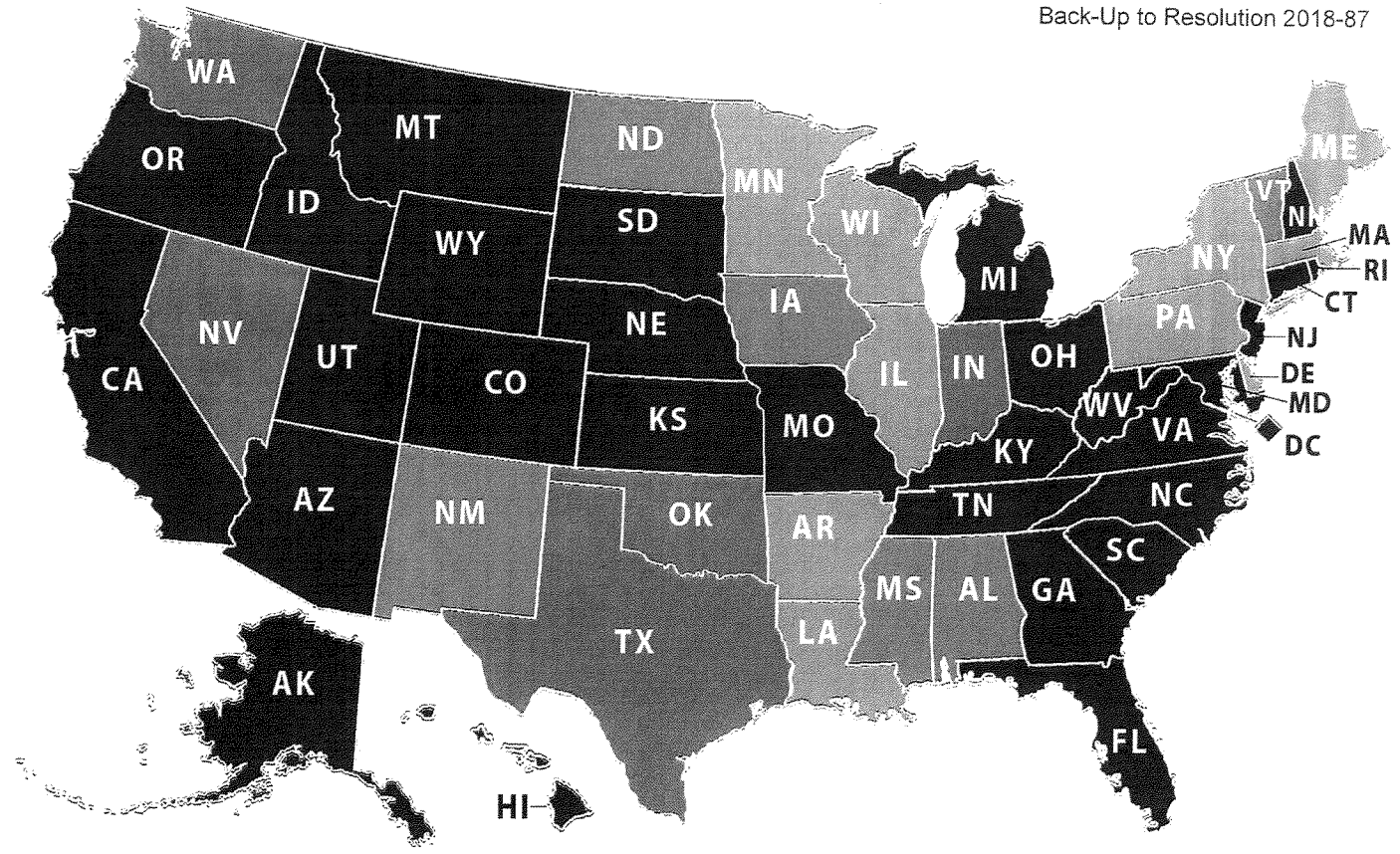
Many of the projects involved in these situations represent millions of dollars and have long-term effects upon counties in the term of operation and maintenance of facilities. This in turn is reflected in taxation of residents and the ability for the county to provide necessary services. We need to have a more affective process in establishing and choosing the appropriate bid for these county projects. Allowing Design Build benefits not only the County, but also the taxpayers.

2017

States Granting Local Design-Build Authorization



Back-Up to Resolution 2018-87



- Design-build is not specifically authorized
- Design-build is a limited option
- Design-build is widely permitted
- Design-build is permitted by all agencies for all types of design and construction

As of August 2017



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VLIES WOTACHEK			
WAIT			

voice vote

BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted

1st *Fisher* Defeated

2nd *Lundahl*

Yes: _____ No: _____ Exc: _____

Reviewed by: *[Signature]* Corp. Counsel

Reviewed by: *[Signature]* Administrator

FISCAL IMPACT: There is no fiscal implication with the adoption of this resolution. STW

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 18th day of December, 2018 by the Door County Board of Supervisors.

Jill M. Lau
Jill M. Lau
County Clerk, Door County

Resolution No. 2018-88

SUPPORT FOR LEGALIZATION OF MEDICAL CANNABIS

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

RECEIVED
IN THE OFFICE OF

DEC 20 2018

DOOR COUNTY CLERK

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WHEREAS, Existing (Wisconsin and federal) law criminalizes the possession and use of cannabis (i.e., tetrahydrocannabinols, commonly known as "THC"); and

WHEREAS, As of November, 2018, the use of cannabis for medical purposes is legal in 33 states; and

WHEREAS, While there is a dearth of rigorous peer-reviewed studies (clinical trials), the relative benefits and risks of medical cannabis are believed to be reasonably well understood; and

WHEREAS, The Door County Board of Supervisors supports Wisconsin taking steps toward cannabis legalization for medical purposes; and

WHEREAS, These steps would include the research, consideration and development of regulations and rules that will enable persons who are in demonstrated need of cannabis for specified medical purposes to obtain and use cannabis under limited circumstances and address any anticipated negative secondary effects to public health, safety, and welfare; and

WHEREAS, The legalization of medical cannabis without appropriate rules and regulations could result in the creation of negative secondary effects to public health, safety and welfare.

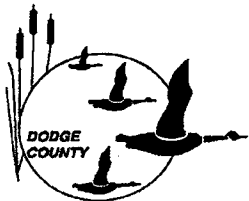
NOW, THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors hereby expresses its support for Wisconsin taking steps toward cannabis legalization for medical purposes.

BE IT FURTHER RESOLVED, That the Door County Clerk is directed to provide a copy of this resolution to the all Wisconsin County Clerks, the Wisconsin Counties Association, each state and federal legislator representing Door County, Governor Scott Walker, and Governor-elect Tony Evers.

SUBMITTED BY:

[Signature]

David Lienau, Chairman
Door County Board of Supervisors



Dodge County Land and Water Conservation Department

127 East Oak Street · Juneau, WI 53039-1329

PHONE: (920) 386-3660

EMAIL: landcons@co.dodge.wi.us

I am requesting that Jared Winter be allowed to attend the **2019 Soil Health Conference** at the Iowa State University Campus in Ames Iowa on February 4th and 5th. The knowledge learned at this conference will benefit Jared and our department as we work with Dodge County farmers in improving soil Health and overall production on their farms.


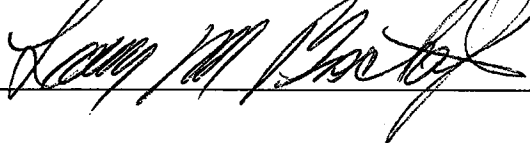
He will be traveling with Michelle Scarpace, who is the UW Extension Natural Resource Educator out of Jefferson County.

Attached is a copy of the agenda.

Sincerely,

John Bohonek
County Conservationist
Dodge County Land and Water Conservation Department

Approved

Land and Water Conservation Department

Land and Water Conservation Committee

Executive Committee

LAND and WATER CONSERVATION COMMITTEE

Larry Bischoff · Allen Behl · Lisa Derr · William Foley · Dale Macheel · William Muche · James Qualman

IOWA STATE UNIVERSITY
Extension and Outreach

2019 Soil Health Conference

Science Meets Practice for Advancing Soil Healthy

☰ Monday, February 04

8:00am

Registration Desk Open

Refreshment

First Floor Lobby

Poster Setup

First Floor Lobby

Opening Session

8:30am

Welcome and Opening Remarks

Benton Auditorium

Session I: Keynote Speaker: Keith Berns, Farmer, Nebraska

8:45am

Moderator: Mahdi Al-Kaisi, Professor, Iowa State University

Economics of Soil Health Metrics and Productivity

Keith Berns, Farmer, Nebraska

The direct and indirect links between soil health and economic outcomes are important issues for convincing farmers to adopt management systems that enhance both soil health and economic returns. The relationship between soil health, productivity, and environmental benefits needs to be redefined to reflect the big picture of outcomes at the field and landscape or state levels for the sustainable agricultural production systems.

Session II: Agronomic and Economic Benefits of Soil Health

9:45am

Moderator: To Be Announced

Soil Health and the Economies of Scale of Agricultural Productivity

Panel Discussion: Wendong Zhang, Assistant Professor, Economics, ISU; Alejandro Plastina, Assistant Professor, Economics, ISU; Wayne Fredericks, Farmer

In modern agriculture, "the farm" is viewed as a "production Unit" with inputs and outputs. This topic will address the relationship between farming input cost, practices, yield, and soil health metrics to sustain productivity and environmental quality.

10:45am

Integration of Perennials in Row Cropping Systems Benefits to Soil Health

Lisa Schulte-Moore, Professor of Ecology, ISU

Perennial/cover crops are significant practice in improving soil biological and physical properties and reduction of nutrient leaching by capturing mobile nutrients such as nitrates. This topic will address how perennials integrated in row cropping farms in practical agronomic production operations can increase soil productivity and resiliency.

Lunch

11:45am

Lunch

12:45pm

Landowners and Land Managers Role in Adopting Soil Health Practices

Panel Discussion: J. Arbuckle, ISU, Professor of Sociology; Josh Sponheim, Iowa Farmer; Mark Thompson, Farm Manager, Iowa
This topic will address landownership (absentee ownership, non-farmer ownership, cash rent), of land transfer influence on adopting management practices can enhance soil health, and the difficulties associated with implementing such practices.

Session III: Integrated Management Practices for Improving Soil Biology

Moderator: To Be Announced

1:45pm

Importance of Soil Microbial Diversity for Sustaining Soil Health and Environmental Services

Michael Lehman, Soil Microbiologist, USDA-ARS

Biodiversity plays significant role in enhancing soil health and regulating several services that are critical to sustaining productivity and environmental services. This topic will address the interrelationship between microbial community, management practices, and soil services.

2:30pm

Use of Manure with Cover Crop for Building Soil Health

Panel Discussion: Daniel Anderson, Assistant Professor, ISU; Jeff Reints, Farmer, Shellrock, Iowa; Mike Jackson, Farmer, Mahaska County, Iowa; Josh Nelson, Farmer, Belmond, Iowa

The integration of manure use within cover crop has important production, economic, and environmental benefits. Significant amount of manure (liquid and dry) produced by livestock and can have significant nutrient value to agriculture production systems.

Also, the coupling of both manure and cover crop can contribute significantly to the improvement of soil biology and soil organic matter.

3:30pm

Poster Awards Presentation

Benton Auditorium

Break and Poster Viewing

3:40pm

Break and Poster Viewing

First Floor Lobby

4:00pm

Livestock Grazing and Management Strategies on Cropland to Improve Soil Health

Panel Discussion: Meghan Filbert, Livestock/Grazing Specialist, PFI; Mark Schliesmann, Lake City, Iowa, Farmer; Ben Albright, Farmer, Lytton, Iowa; and Zack Kennedy, Atlantic, Iowa

Production systems using integrated row crop and grazing practices can help farmers improve soil health and profits. This session will highlight three farmers who have integrated grazing annual forages including winter cover crops and warm season mixes to reduce feed costs and improve soil health. Farmers with cow/calf, feedlot, and backgrounding operations will share their approaches and experience.

5:00pm

Visit with Experts

Moderator: Jamie Benning

Three repeated sessions with subject matter experts assigned to each table of 15-20 people discussing topics indicated in your conference materials.

6:15pm

Poster Viewing and Reception

⊕ Tuesday, February 05

LEGISLATIVE EXCHANGE 2019

COME. CONNECT. LISTEN. LEARN

REGISTER TODAY!

TENTATIVE AGENDA

DAY 1

Tuesday • Feb 5, 2019

8:30 a.m.
Registration & Continental Breakfast

9:00 a.m.
Opening Remarks & Welcome
Mark D. O'Connell, Executive Director, Wisconsin Counties Association & Lance Plum, Chair, Wisconsin Counties Association Board of Directors

9:10 a.m.
Gubernatorial Remarks
Tony Evers, Governor-Elect, State of Wisconsin (invited)

9:30 a.m.
New State Agency Leaders

10:00 a.m.
Break

10:15 a.m.
Predicting the Future
Mark D. O'Connell, Executive Director, Wisconsin Counties Association

10:50 a.m.
Introduction to Forward Analytics
Dale Knapp, Director of Research & Analytics, Wisconsin Counties Association

11:15 a.m.
Digital Counties & Artificial Intelligence
Oliver Buechse, Co-Founder, Advancing AI Wisconsin

11:45 a.m.
Lunch

12:45 p.m.
Legislative Update
Government Affairs Team, Wisconsin Counties Association

1:45 p.m.
Break

2:00 p.m.
Ask the Attorney & WCA Staff
Andrew Phillips, Attorney, von Briesen & Roper, S.C.

2:30 p.m.
Leadership & the Impact It Leaves
Mark Tauscher, Former American Football Offensive Tackle in the National Football League (NFL) and Green Bay Packers Hall of Famer

3:30 p.m.
Tommy: "My Journey of a Lifetime"
Tommy G. Thompson, Former Governor of Wisconsin

5:00 - 7:00 p.m.
WCA County Reception

DAY 2

Wednesday • Feb 6, 2019

7:30 a.m.
Hot Breakfast

8:30 a.m.
Call to Order & Welcome
Mark D. O'Connell, Executive Director, Wisconsin Counties Association

8:35 a.m.
Legislative Leadership Roundtable
Robin Vos, Speaker, Wisconsin State Assembly; Gordon Hintz, Minority Leader, Wisconsin State Assembly; Scott Fitzgerald, Majority Leader, Wisconsin State Senate; Jennifer Shilling, Minority Leader, Wisconsin State Senate (invited)

9:35 a.m.
Legal Updates
Andrew Phillips, Attorney, von Briesen & Roper, S.C.

10:00 a.m.
Break

10:15 a.m.
Legislative Issues
Government Affairs Team, Wisconsin Counties Association

10:55 a.m.
Opioid Litigation Update
Erin Dickinson, Attorney, Cruiger Dickinson (invited)

11:15 a.m.

The Insiders: Chuck Chvala and Scott Jensen
Chuck Chvala, Democrat, Former Senate Majority Leader; Scott Jensen, Republican, Former Assembly Speaker

11:45 a.m.
Adjourn

LEGISLATIVE VISITS

We encourage you to visit your legislators while you are in Madison. Please schedule meetings for Wednesday, February 6 after the Legislative Exchange adjourns. If you need help scheduling those meetings, contact WCA Government Affairs Assistant Chelsea Fibert at cfibert@wicounties.org or 1.608.665.7188.

REGISTER TODAY!

Fill out the enclosed registration form or register online at www.wicounties.org. Questions? 1.866.404.2700.

LOGISTICS & INFO

Overnight Accommodations

Contact Madison Concourse Hotel Reservations at 1.800.356.8293 and ask for the Wisconsin Counties Legislative Exchange 2019 group rate. **Room block deadline is January 14, 2019.** Room rates are as follows: Concourse Premier rooms - single/double \$125; Governor's Club rooms - single/double \$155.

Registration Fees

Member County Rate - \$150.00 before January 18, 2019; \$160.00 on-site. State Official/Employee or Private Sector - \$225.00 before January 18, 2019; \$240.00 on-site. No charge for the reception. Registration deadline is Friday, January 18, 2019. Fee includes meeting materials, Tuesday's continental breakfast and luncheon, and Wednesday's hot breakfast and boxed lunch.

Individual Meal Tickets

If a spouse or guest would like to join you for lunch/breakfast, meal tickets may be purchased at the following rates: Lunch on Tuesday, February 5, 2019 - \$16.00; Breakfast on Wednesday,

February 6, 2019 - \$16.00, and Boxed Lunch on Wednesday, February 6, 2019 - \$10.00. Please pre-register for additional meal tickets as space is limited.

Reception

The WCA County Reception is being held Tuesday, February 5, 2019 from 5:00 - 7:00 p.m. at the Madison Concourse Hotel. This is an excellent opportunity to mingle with your fellow county officials, as well as the members of the Wisconsin State Senate and Assembly, in an informal setting. Please RSVP by January 18, 2019 on the enclosed registration form or online at www.wicounties.org.

Attire

The attire is business casual. Please remember that meeting room temperatures do not feel the same for everyone. You may want to bring a light sweater/blazer should meeting room temperatures be too cool for you.

2019 CONFERENCE HOUSING

WCA has room blocks at three locations in Wisconsin Dells, Wisconsin. There will be a complete listing of the hotels in your Legislative Exchange registration packet or check out the WCA website at www.wicounties.org. When the hotel room blocks open on May 1, 2019 at 8:00 a.m., all counties are responsible for booking their own hotel rooms at the WCA selected hotels. Rooms are booked on a first-come, first-served basis, and you must have a different name per reservation to book rooms. **Do not forget to mention the 2019 WCA Annual Conference to get the appropriate rate!**

Questions? Call 1.866.404.2700

REGISTER TODAY! Online @ www.wicounties.org



MARK YOUR CALENDARS!

2019 WCA Annual Conference
September 22-24, 2019
Sauk County
Wisconsin Dells, Wisconsin

http://www.wdtimes.com/news/article_99df28ae-0ac4-11e9-9fd8-33c682875bfb.html

2018 was busy: Teams responded to complex calls

By Ed Zagorski edz@wdtimes.com Dec 28, 2018



Dodge County Emergency Management Director Amy Nehls, left, and Dodge County Emergency Management Deputy Director Joe Meagher had a busy 2018 which included a bombmaker in Beaver Dam, displaced residents, apartment fires and severe weather.

ED ZAGORSKI/Daily Times

JUNEAU -- It was a busy year for the Dodge County Office of Emergency Management. It was also one that Emergency Management Director Amy Nehls and her Deputy Director Joe Meagher won't soon forget.

"It's been a very atypical year for us," Nehls said while seated next to Meagher at a small round table in her office.

"Yes, to say the very least, it has been," Meagher said, relieved 2018 is nearing its end.

In January, Nehls helped lead an exercise to allow the county's first-response teams to examine its potential against an active shooting incident.

Dodge County officials worked through a scenario at the Dodge County Courthouse where an armed man made it through security and began shooting people.

Nehls said the exercise was the culmination of a two-year, three-exercise series that has built capabilities and competencies among those emergency personnel who are called to respond to such incidents.

She said after the exercise is completed her department conducts an action report and an improvement matrix to evaluate how well the exercise was done and what improvements could be made.

But unlike years past the report was placed on hold.

"We had a consultant working with us, but we didn't finish it until April because of what happened in March," she said.

And for what happened in March there was no exercise or scenario to follow. No rule book or previously used game plan Nehls and Meagher could call upon.

"There were so many different incidents and variables in this one," Nehls said. "There were incidents within the incident."

She said when she offers the incident as a training exercise to other counties some tell her it is too complex of a scenario to try.

The exercise became reality March 5 when Ben Morrow blew himself up in his apartment in Beaver Dam. It was later discovered Morrow was likely making bombs when the explosives accidentally detonated, killing him.

Two days later, there was a controlled blast by demolition experts, but Beaver Dam Police Chief John Kreuziger said the "highly volatile bomb making material" was embedded in the building's insulation.

It was later discovered Morrow used TATP, which is known as the "Mother of Satan." It's also the preferred explosive utilized by ISIS, according to a FBI special agent.

Agents ultimately decided to set off another blast and burn the building to the ground. It was the only way to make sure people were safe and that the TATP residue was eliminated.

"We were preparing for an emergency evacuation following the explosion and then we had a snowstorm hit that Monday night," Nehls recalled. "The Red Cross tried sending some people here, but they ended up staying in hotels that night because of the snow."

She said the volatility of the chemical changed the emergency evacuation to an entire evacuation of the area once it was decided to burn the entire structure down.

"You can plan and plan, but you have to be willing to adapt and be willing to change your plan, especially with the number of people we were working with," Nehls said.

And a month hadn't gone by yet following the birth of Meagher's second child on Feb. 19.

"He was supposed to be on leave," Nehls said. "I felt so bad calling him in, but I needed the help."

Meagher laughed and said he wasn't sleeping much anyway.

Nehls also called for a state incident management team to help coordinate the efforts in Beaver Dam.

She said about 15 families were displaced from the original explosion and lost their belongings because of the controlled burn. The families were assigned a team from Dodge County Human Services and Public Health. Meagher said the families were also helped by the Salvation Army, Red Cross, St. Vincent de Paul and various businesses and individuals in the community.

Nehls also helped with the media inquiries and press conferences.

"We were very open with everything we could release," she said. "I know the media had so many questions we couldn't answer, but we tried to be as open as possible with the situation we were dealing with."

Meagher said it helped that the FBI determined it wasn't a terrorist situation and told the media right away so there was no speculation about it.

Both Nehls and Meagher said they worked closely with human services for two weeks to discuss everything from housing, clothing, medication and financial needs for the residents who were displaced.

"That's where our relationship with our partners takes over," Nehls said. "It's second nature for us. Dodge County rarely asks the state for anything because we rely on our own resources here first."

Once March ended Beaver Dam endured some heavy structure fires to apartment complexes within the city including the Executive Apartments where two people died during the first week in April.

"We brought our mobile emergency command center right to the scene," Nehls said. "We held our media updates right there and worked right in the city to help the residents who were displaced."

While May, June and July were quiet, August made up for it.

The city of Watertown took on water -- lots of it on Aug. 17 -- flooding homes and causing thousands of dollars in damages.

Later in August heavy rains, straight line winds and tornados battered parts of the county making some of its municipalities eligible for disaster funding through Wisconsin's Active Weather Disaster Declaration.

Nehls said the villages of Brownsville and Kekoskee, the town and villages of Lomira, the town of Theresa and a portion of Waupun were hit by straight line winds and two tornados between Aug. 27-28 knocking down numerous trees, power lines and some buildings.

Following the severe weather in certain areas of the county this past summer, Nehls and FEMA's Public Assistance Teams and the state Department of Natural Resources toured Dodge County to determine if municipalities were eligible for federal funding. However, the areas hit by the storms did not meet the threshold for federal funding, but were eligible for the Wisconsin Disaster Fund.

"We answered a lot of questions for residents who were concerned about their homes and properties. We helped write reports and get them filed with the state," she said holding a thick binder full of paper, colored tabs, maps and copies of receipts. "We wanted to help as many residents as we could with the process."

Nehls said three days before the severe weather hit she had just dropped her son off in Michigan for his first year of college.

"Both Joe and I did a lot of juggling with our families," she said. "We seemed to be in constant work mode, but the two of us got through it. I will be happy when this year ends."

Looking back, Nehls said the Beaver Dam bomb maker changed the way FBI bomb technicians and local law enforcement approach scenes. She said the FBI is looking to help train police agencies on what to look for when it comes to homemade bombs.

"We are the example now," she said. "Other states will look to us for what to do."

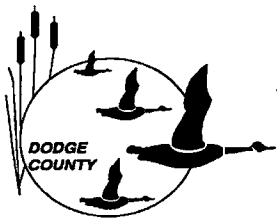
Meagher said, "Who knew this guy was making bombs in his apartment? It would've been an entirely different story if he lived in a house on Main Street and there was no one else around, but he was in an apartment building with other people living there."

Meagher said he's keeping his fingers crossed for next year.

"It all came down to the relationships we have in the county," he said. "That really helped us to get the resources we needed to help the residents we serve."

Nehls said the same.

"We have a lot of plans and scenarios we train on, but you quickly learn not one plan is going to cover all of it," Nehls said. "It comes down to working with our counterparts and keeping those relationships fresh throughout the year because you never know when you're going to need one another."



Dodge County Land Resources & Parks Department

127 East Oak Street · Juneau, WI 53039-1329
PHONE: (920) 386-3700 · FAX: (920) 386-3979
EMAIL: landresources@co.dodge.wi.us

MEMORANDUM

**TO: Land Resources and Parks Committee
Executive Committee**

FROM: Nate Olson, Planning and Economic Development Administrator

DATE: December 28, 2018

RE: Update - Dodge County Economic Development Revolving Loan Fund Program

Greetings,

I hope this communication finds you well and you had an enjoyable Christmas and New Year's.

This memo is intended to give you notice of an item I will be discuss at the upcoming Land Resources and Parks Committee (January 7th) and Executive Committee (January 8th) meetings.

The discussion will focus on the future of the Dodge County Economic Development Revolving Loan Fund Program. As I mentioned in an August memo to the County Board of Supervisors, there were changes being discussed for the program. We recently learned that the U.S. Department of Housing and Urban Development (HUD) and the Wisconsin Department of Administration (DOA) worked out a new plan for the program. Essentially the program will cease to exist as it has for the past 26 years in Dodge County. A plan has been presented to closeout CDBG funded RLF programs throughout Wisconsin.

Overall, Dodge County has an active RLF program. It has been an economic development tool used since 1992 in Dodge County. Due to the level of activity and additional funding acquired since 1992, Dodge County will have two different options to review. These two options will require a fair amount of discussion and no doubt will result in more discussion/analyzing.

Per guidance given to us from the DOA, I will layout these options at the upcoming committee meetings.

I look forward to reviewing this new item with everyone and identifying a new path for the future.



(/)

[Home \(/ \)](#)[About Us \(/about-us.html\)](#)[Property Owners \(/property-owners.html\)](#)[Local Governments \(/local-governments.html\)](#)[PACE Lenders \(/ \)](#)[Participating Communities \(/participating-communities.html\)](#)[Contractors \(/contractors.html\)](#)[Pro](#)[How to Participate \(/how-to-participate.html\)](#)[Local Governments FAQ \(/local-governments-faq.html\)](#)

What is PACE?


What is Property Assessed Clean Energy (PACE)?

PACE is an innovative program that enables property owners to obtain low-cost, long-term loans for energy efficiency, renewable energy, and water conservation improvements. Projects financed using PACE can generate positive cash flow upon completion with no up-front, out-of-pocket cost to property owners—eliminating the financial barriers that typically prevent investment in revitalizing aging properties. The term of a PACE Financing may extend up to the useful life of the improvement, which may be as high as 20 years or more, and can result in cost savings that exceed the amount of the PACE Financing. The result is improved business profitability, an increase in property value, and enhanced sustainability.

PACE Financing is sourced from an open lending market and secured through a voluntary PACE Special Charge, repaid directly to the lender. Like property taxes, PACE Financings may be transferred to the next property owner if the property is sold. The remaining balance of the PACE Financing is repaid by the subsequent owner, who continues to receive the benefits of the improvements from the project. Eligible commercial properties include multifamily buildings of five units or more, as well as industrial, non-profit, agriculture, and hospitality properties.

For more information about PACE, watch the video below and visit **PaceNation.us**
 (<http://pacenation.us/>).

(/)



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Contractors (/contractors.html) Project Center (/project-center.html)

Links

- **What is PACE?**
 (/what-is-pace.html)
- **Board of Directors**
 (/board-of-directors.html)
- **Program Administrator**
 (/program-administrator.html)
- **The Partnership**
 (/the-partnership.html)
- **Contact Us**
 (/contact-us.html)

Search

WI PACE Commission Status

-  Adopted
-  Potential



Local Government

Stimulate local economies while saving energy

Wisconsin communities are invited to join PACE Wisconsin, a statewide program that empowers building owners to save energy and money, communities to create new jobs, and local economies to flourish—all without any taxpayer assistance.

Communities across the United States are taking advantage of the economic development potential offered by *Property Assessed Clean Energy (PACE)*. Now, Wisconsin Statute § 66.0627(8) authorizes Wisconsin counties and municipalities to make PACE Financing available in local communities. PACE Financing stimulates local economies by providing property owners low-cost, long-term loans for energy efficiency, renewable energy, and water conservation improvements.

PACE Wisconsin helps communities:

- **Stimulate**--PACE-funded projects stimulate job creation, investment in goods and services, and savings on building operating expenses—improving the market for investment in your community.
- **Profit**--PACE lowers the cost of doing business in your community. Low-interest PACE financing reduces building owners' overall cost of capital to fund necessary building improvements that result in lower operating costs.
- **Revitalize**--Buildings can be revitalized through the installation of efficient windows, lighting, heating, ventilation and air conditioning (HVAC) equipment, and more—improving the local building stock and, in turn, helping raise the value of property and the potential tax base.
- **Sustain**--PACE Wisconsin fosters the completion of commercial energy and water conservation projects, helping communities improve efficiency and achieve environmental sustainability goals.

Statewide approach, county-wide benefits

PACE Wisconsin provides a uniform, statewide approach to implementation—managing program guidelines, project qualification, and general program oversight. Offering PACE Wisconsin in your community is simple, due to:

- **No cost to local governments**--Neither credit exposure, dedication of general funds, nor allocation from constricted budgets is required for local governments to implement PACE Wisconsin. To help promote no-cost, efficient implementation, PACE Wisconsin is administered by a Wisconsin nonprofit organization which recovers its costs through transaction fees assessed on completed projects.
- **Statewide approach**--The PACE Commission establishes uniform standards, documents, and best practices applied consistently across the state. A single PACE program promotes scalability by simplifying participation for stakeholders (financial institutions, contractors, project developers, and building owners).
- **Centralized program administration**--The Program Administrator serves as a single point of access for stakeholders to access PACE Financing. Serving as an agent of the PACE Wisconsin Commission, the Program Administrator maintains and enforces comprehensive program guidelines to ensure each PACE project meets the requirements of the Wisconsin PACE statute and program goals, and certifies that repayments occur according to contract.
- **Open market**--PACE Wisconsin is an "open market," meaning any qualified lender can participate—providing property owners with access to competitive rates and financing terms. Furthermore, any contractor or project developer can work on a qualified project, fostering local business development.
- **Voluntary participation**--Building owner participation in PACE Wisconsin is 100 percent voluntary. No property owner is obligated to take any action; only those who choose to use PACE to improve their property pay the Special Charge.
- **Lender consent**--PACE Wisconsin requires mortgage lenders to consent to PACE Financings made on properties on which they hold a lien, ensuring PACE projects receive buy-in from necessary stakeholders while helping promote the economic viability of PACE-funded projects.

For more information, contact the Program Administrator at info@pacewi.org.

RESOLUTION NO. _____

TO THE HONORABLE BOARD OF SUPERVISORS OF _____ COUNTY,

WISCONSIN

MEMBERS,

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

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

WHEREAS, _____ 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

WHEREAS, it is in _____ 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, _____ County must adopt an Ordinance relating to the administration of PACE financings in _____ County and throughout the State (“PACE Ordinance”); and

WHEREAS, attached to this Resolution is proposed Ordinance No. _____, 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 _____ County entering into the Commission Agreement; and

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

SO, NOW, THEREFORE, BE IT RESOLVED:

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

BE IT FURTHER RESOLVED:

That the Chair of the _____ County Board of Supervisors [or County Executive] is hereby directed to appoint a board supervisor [or County Executive] to act as _____ 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; and

AND BE IT FINALLY RESOLVED:

That _____ is designated as the _____ County “Representative Director” of the Board of Directors of the Commission in accordance with the Commission Agreement, he or she to serve at the pleasure of the _____ County Board of Supervisors

All of which is respectfully submitted this _____ day of _____, 2016.

[COMMITTEE]

**[FISCAL NOTE]

JOINT EXERCISE OF POWERS AGREEMENT

relating to

WISCONSIN PACE COMMISSION

a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Governance; Administration

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

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

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

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

(2) *Nominee Directors.*

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

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

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

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

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

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

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

(c) Meetings of the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. Additional Members; Withdrawal of Members.

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

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

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

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

Section 14. Model PACE Ordinance for County Members.

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

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

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

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

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

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

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

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

Section 19. Amendments.

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

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

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

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

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

Section 22. Miscellaneous.

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

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

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

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

[FINAL]

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

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