

August 25, 2016

ADMINISTRATION COMMITTEE
Douglas County Board of Supervisors
Thursday, September 1, 2016, 9:30 a.m., Courthouse Room 207C
1313 Belknap Street, Superior, Wisconsin

Please call the Chair or County Clerk's Office (715-395-1483) if you are unable to attend.

MEMBERS:	Jim Paine, Chair	Alan Jaques, Vice Chair	Nick Baker
	Mary Lou Bergman	Marvin Finendale	Douglas Finn
	Rosemary Lear	Pat Ryan	Larry Quam

A G E N D A

(Committee to maintain a two-hour meeting limit or take action to continue meeting beyond that time).

1. Roll call.
2. Approval of minutes of the August 4, 2016, meetings (attached).
3. Departmental financial reports and goals/objectives for 2016 (budget reports attached; all areas will be listed, although there may not be additional report from each):
 - a. Administration/Human Resources;
 - b. Buildings & Grounds;
 - c. Corporation Counsel;
 - d. County Clerk;
 - e. Finance/Information Services;
 - f. Register of Deeds; and
 - g. Treasurer.
4. Action items/referrals:
 - a. Reclassification of Account Specialist, Clerk of Court (attached)
 - b. Approval of resolution, agreement and ordinance establishing a Property Assessed Clean Energy Financing "PACE" program which enables property owners to obtain low-cost, long-term loans for energy-efficiency, renewable energy and water conservation improvements (attached);
 - c. Resolution supporting Better City Initiative Referendum (attached);
 - d. Douglas County Courthouse sign design (attached); and
 - e. Budgetary transfers (to be distributed at meeting, if any).
5. Informational: Clerk of Court fines collection report (attached).
6. Future agenda items.
7. Motion to convene into closed session pursuant to Section 19.85(1)(e) of the Wisconsin Statutes to give update on Deputy Sheriff contract negotiations.

ecopy: County Board Supervisors Department Managers S. Nelson (Telegram) K. Lundgren – website

NOTE: Agenda and attachments are available in County Clerk's Office for viewing or at www.douglascountywi.org. Action may be taken on items on the agenda. The County of Douglas complies with the Americans with Disabilities Act of 1990. If you are in need of an accommodation to participate in public meeting process, please contact the Douglas County Clerk's Office at (715) 395-1341 by 4:00 p.m. on the day prior to scheduled meeting. Douglas County will attempt to accommodate any request depending on the amount of notice we receive. TDD (715) 395-7521.

Posted: Courthouse, Government Center, D.C. website



Pamela A. Tafelski 08-25-16

ADMINISTRATION COMMITTEE
Douglas County Board of Supervisors
Thursday, August 4, 2016, 9:30 a.m., Courthouse Room 207C
1313 Belknap Street, Superior, Wisconsin

Meeting called to order by Chair Jim Paine.

ROLL CALL: Present - Alan Jaques, Nick Baker, Mary Lou Bergman, Marvin Finendale, Douglas Finn, Rosemary Lear, Pat Ryan, Larry Quam, Jim Paine. Others present – Terry White, Jon Winter, Char Kastern, Candy Anderson, Keith Kesler, Bruce Thompson, Dan Corbin, Carol Jones, Carolyn Pierce, Gayle Wahner, Linda Corbin, Mark Liebaert, Shelley Nelson, Sue Sandvick, Stephanie King, Pamela Tafelski (Committee Clerk).

APPROVAL OF MINUTES: Motion by Ryan, second Jaques, to approve June 2, 2016, and June 16, 2016, meeting minutes. Motion carried.

DEPARTMENTAL FINANCIAL REPORTS AND GOALS/OBJECTIVES FOR 2016: Budget reports attached/reviewed. **Administration/Human Resources:** Lisak reviewed status of economic development projects; Sales tax revenue down 14%; 2017 budget process; and discussed several upcoming HR matters. **Buildings & Grounds:** Update on jail elevator bids; Government Center chiller failure; Storm damage and NWRPC emergency assistance grant. **Corporation Counsel:** Busy with H&HS cases and several ordinance revisions. **County Clerk:** Web enhancement ideas coming from technology group; election updates. **Finance/Information Services:** IS working on new Highway Department fueling system and improvement to internet service. Finance staff working on 2017 budgets; reviewing 2016 goals. **Register of Deeds:** Seventy-six e-recordings; \$59,000 to date. **Treasurer:** Completing tax collections; 21 total tax-deeded parcels; working on August settlement with taxing jurisdictions.

ACTION ITEMS/REFERRALS:

Referendum Language Authorizing Better City Initiative: Thompson summarized progress to date. Request is for advisory referendum on November ballot, and if successful, binding language on spring 2016 ballot. There may not be need for this as the intent is for a city referendum only, which is going to City Council on August 16. If that should fail, a county-wide referendum is a back-up.

ACTION (RESOLUTION): Motion by Quam, second Ryan, to approve Better City Initiative advisory referendum language as presented for November, 2016, ballot, and forward to County Board. Motion carried unanimously.

Financial Impact of Parkland Tower Relocation: Reviewed summary memo.

ACTION: Motion by Baker, second Lear, to approve fiscal impact of Parkland Tower relocation. Motion carried.

State Department of Administration Request for Early Termination of Lease at Highway Department Garage: State has decided to terminate lease.

ACTION (RESOLUTION): Motion by Lear, second Bergman, to approve termination of State Department of Administration lease at Highway Department garage, effective September, 2016, and forward to County Board. Motion carried unanimously.

Request for Proposals – Financial Advisor Services: Cover memo and RFP attached/reviewed. GAFO recommendations explained. County has always used underwriter for bonding purposes. Financial advisor offers negotiating options and is more competitive. Some modifications to RFP to be done.

ACTION: Motion by Bergman, second Lear, to authorize Request for Proposals for Financial Advisor Services as requested. Motion carried.

Budgetary Transfers: Attached/reviewed.

ACTION (RESOLUTION): Motion by Jaques, second Ryan, to approve budgetary transfers and forward to County Board. Motion carried unanimously.

INFORMATIONAL:

Replacement of Courthouse Sign after Belknap Street Reconstruction Project: Information attached. Stephanie King, DOT, explained Belknap corridor signage. DOT has worked through Wisconsin Historical Society for compliance with historical buildings signage guidelines. Suggestion to include year courthouse building built (1919) or year Douglas County established (1854). DOT needs agreement approved. Final cost depends on bids.

ACTION: Motion by Baker, second Lear, to approve State/Municipal Agreement for a State-Let Highway Project for Douglas County Courthouse sign concept adding “Established 1854”, with final sign design and cost to be approved by Douglas County. Motion carried.

Health Insurance: Renewal Rates – Not ready yet; **Health Savings Account Report –** 2016 data reviewed.

Assignment of Duties during County Administrator’s Absence from Work: Past Douglas County practices include County Board Chair and Finance Director. Several counties use Corporation Counsel. Lisak and Paine will gather policies from other counties and make recommendation to this committee.

Employee 2nd Quarter 2016 Report: Attached/reviewed.

FUTURE AGENDA ITEMS: Administrator succession plan; Clerk of Courts fines collection.

ADJOURNMENT: Motion by Lear, second Quam, to adjourn. Motion carried. Adjourned 11:04 a.m.

Submitted by,

Pamela A. Tafelski
Committee Clerk



**DOUGLAS COUNTY ADMINISTRATION COMMITTEE
DEPARTMENT SUMMARY**



2016

**Transactions posted as of printing date
8/24/2016**

Department	Prior Year Actual	Amended Budget	Budget through Current Month	Actual Amount	Variance Amount
COUNTY BOARD OF SUPERVISORS	162,120.33	181,991.00	121,327.33	108,267.27	13,060.06
ADMINSTRATION	356,215.96	358,280.00	238,853.33	235,914.68	2,938.65
CORPORATION COUNSEL	52,589.40	104,060.00	69,373.33	39,015.89	30,357.44
REGISTER OF DEEDS	5,765.04	(34,847.00)	(23,231.33)	(27,333.30)	4,101.97
COUNTY CLERK	202,102.34	237,378.00	158,252.00	152,236.38	6,015.62
COUNTY TREASURER	186,563.63	203,971.00	135,980.67	129,465.62	6,515.05
FINANCE	394,018.20	403,114.00	268,742.67	261,810.26	6,932.41
BUILDING AND GROUNDS	226,772.54	278,332.00	185,554.67	225,377.08	(39,822.41)
INFORMATION SERVICES	300,317.50	(34,000.00)	(22,666.67)	98,007.42	(120,674.09)



DOUGLAS COUNTY ADMINISTRATION COMMITTEE
SCHEDULE OF REVENUES AND EXPENDITURES
COUNTY BOARD OF SUPERVISORS
 Transactions posted as of printing date
 8/24/2016



	Prior Year Actual	2016 Amended Budget	Budget through Current Month	2016 Actual Amount	Variance Amount
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental Revenues	-	-	-	-	-
Licenses & Permits	-	-	-	-	-
Fines Forfeits & Penalties	-	-	-	-	-
Public Charges For Services	-	-	-	-	-
Intergovt. Charges For Serv.	-	-	-	-	-
Miscellaneous Revenues	-	-	-	100.00	(100.00)
Other Financing Sources	-	-	-	-	-
Revenues	-	-		100.00	(100.00)
Expenditures					
Personnel Services	108,932.26	110,541.00	73,694.00	68,378.88	5,315.12
Contractual Services	206.40	900.00	600.00	55.78	544.22
Supplies & Expense	50,651.39	65,500.00	43,666.67	37,465.24	6,201.43
Intra Country Charges	-	-	-	-	-
Fixed Charges	709.00	2,000.00	1,333.33	700.50	632.83
Debt Service	-	-	-	-	-
Grants & Contributions	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Department Allocation	1,621.28	3,050.00	2,033.33	1,766.87	266.46
Expenditures	162,120.33	181,991.00	121,327.33	108,367.27	12,960.06
Net Cost	\$ 162,120.33	\$ 181,991.00	\$ 121,327.33	\$ 108,267.27	\$ 13,060.06



**DOUGLAS COUNTY ADMINISTRATION COMMITTEE
SCHEDULE OF REVENUES AND EXPENDITURES
ADMINISTRATION**



Transactions posted as of printing date
8/24/2016

	Prior Year Actual	2016 Amended Budget	Budget through Current Month	2016 Actual Amount	Variance Amount
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental Revenues	-	-	-	-	-
Licenses & Permits	-	-	-	-	-
Fines Forfeits & Penalties	-	-	-	-	-
Public Charges For Services	1,511.40	3,000.00	2,000.00	929.04	(1,070.96)
Intergovt. Charges For Serv.	42,998.87	69,000.00	46,000.00	-	(46,000.00)
Miscellaneous Revenues	166.46	-	-	-	-
Other Financing Sources	-	-	-	-	-
Revenues	44,676.73	72,000.00	48,000.00	929.04	(47,070.96)
Expenditures					
Personnel Services	344,928.81	359,169.00	239,446.00	219,323.65	20,122.35
Contractual Services	26,538.70	31,070.00	20,713.33	10,828.90	9,884.43
Supplies & Expense	36,418.33	66,841.00	44,560.67	22,127.16	22,433.51
Intra Country Charges	-	-	-	-	-
Fixed Charges	1,051.00	1,100.00	733.33	1,304.00	(570.67)
Debt Service	-	-	-	-	-
Grants & Contributions	600.00	600.00	400.00	300.00	100.00
Capital Outlay	-	-	-	-	-
Department Allocation	(8,644.15)	(28,500.00)	(19,000.00)	(17,039.99)	(1,960.01)
Expenditures	400,892.69	430,280.00	286,853.33	236,843.72	50,009.61
Net Cost	\$ 356,215.96	\$ 358,280.00	\$ 238,853.33	\$ 235,914.68	\$ 2,938.65



**DOUGLAS COUNTY ADMINISTRATION COMMITTEE
SCHEDULE OF REVENUES AND EXPENDITURES
BUILDING AND GROUNDS**



Transactions posted as of printing date
8/24/2016

	Prior Year Actual	2016 Amended Budget	Budget through Current Month	2016 Actual Amount	Variance Amount
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental Revenues	-	-	-	-	-
Licenses & Permits	-	-	-	-	-
Fines Forfeits & Penalties	-	-	-	-	-
Public Charges For Services	-	-	-	-	-
Intergovt. Charges For Serv.	5,983.02	5,000.00	3,333.33	-	(3,333.33)
Miscellaneous Revenues	316,518.22	306,600.00	204,400.00	164,792.32	(39,607.68)
Other Financing Sources	-	-	-	-	-
Revenues	322,501.24	311,600.00	207,733.33	164,792.32	(42,941.01)
Expenditures					
Personnel Services	363,113.94	382,243.00	254,828.67	252,190.47	2,638.20
Contractual Services	732,104.55	760,500.00	507,000.00	413,316.64	93,683.36
Supplies & Expense	53,802.05	61,130.00	40,753.33	24,546.27	16,207.06
Fixed Charges	49,731.83	62,000.00	41,333.33	61,294.00	(19,960.67)
Debt Service	-	-	-	-	-
Grants & Contributions	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Department Allocation	(649,478.59)	(675,941.00)	(450,627.33)	(361,177.98)	(89,449.35)
Expenditures	549,273.78	589,932.00	393,288.00	390,169.40	3,118.60
Net Cost	\$ 226,772.54	\$ 278,332.00	\$ 185,554.67	\$ 225,377.08	\$ (39,822.41)



**DOUGLAS COUNTY ADMINISTRATION COMMITTEE
SCHEDULE OF REVENUES AND EXPENDITURES
CORPORATION COUNSEL**



Transactions posted as of printing date
8/24/2016

	Prior Year Actual	2016 Amended Budget	Budget through Current Month	2016 Actual Amount	Variance Amount
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental Revenues	-	-	-	-	-
Licenses & Permits	-	-	-	-	-
Fines Forfeits & Penalties	-	-	-	-	-
Public Charges For Services	-	-	-	-	-
Intergovt. Charges For Serv.	170,212.72	157,500.00	105,000.00	125,682.99	20,682.99
Miscellaneous Revenues	-	-	-	-	-
Other Financing Sources	-	-	-	-	-
Revenues	170,212.72	157,500.00	105,000.00	125,682.99	20,682.99
Expenditures					
Personnel Services	199,655.26	242,365.00	161,576.67	157,050.16	4,526.51
Contractual Services	13,757.83	6,550.00	4,366.67	1,797.90	2,568.77
Supplies & Expense	3,697.77	6,745.00	4,496.67	2,162.30	2,334.37
Intra Country Charges	-	-	-	-	-
Fixed Charges	719.00	900.00	600.00	791.00	(191.00)
Debt Service	-	-	-	-	-
Grants & Contributions	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Department Allocation	4,972.26	5,000.00	3,333.33	2,897.52	435.81
Expenditures	222,802.12	261,560.00	174,373.33	164,698.88	9,674.45
Net Cost	\$ 52,589.40	\$ 104,060.00	\$ 69,373.33	\$ 39,015.89	\$ 30,357.44



**DOUGLAS COUNTY ADMINISTRATION COMMITTEE
SCHEDULE OF REVENUES AND EXPENDITURES
COUNTY CLERK**



Transactions posted as of printing date
8/24/2016

	Prior Year Actual	2016 Amended Budget	Budget through Current Month	2016 Actual Amount	Variance Amount
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental Revenues	-	-	-	-	-
Licenses & Permits	12,790.00	11,250.00	7,500.00	7,480.00	(20.00)
Fines Forfeits & Penalties	-	-	-	-	-
Public Charges For Services	12,731.81	14,100.00	9,400.00	11,928.21	2,528.21
Intergovt. Charges For Serv.	20,172.62	32,300.00	21,533.33	14,497.64	(7,035.69)
Miscellaneous Revenues	35,885.89	20,870.00	13,913.33	26,991.87	13,078.54
Other Financing Sources	-	-	-	-	-
Revenues	81,580.32	78,520.00	52,346.67	60,897.72	8,551.05
Expenditures					
Personnel Services	221,402.43	226,109.00	150,739.33	146,448.11	4,291.22
Contractual Services	13,148.16	20,940.00	13,960.00	14,374.37	(414.37)
Supplies & Expense	36,390.96	51,884.00	34,589.33	42,337.31	(7,747.98)
Intra Country Charges	-	-	-	-	-
Fixed Charges	1,080.04	1,800.00	1,200.00	1,191.69	8.31
Debt Service	-	-	-	-	-
Grants & Contributions	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Department Allocation	11,661.07	15,165.00	10,110.00	8,782.62	1,327.38
Expenditures	283,682.66	315,898.00	210,598.67	213,134.10	(2,535.43)
Net Cost	\$ 202,102.34	\$ 237,378.00	\$ 158,252.00	\$ 152,236.38	\$ 6,015.62



**DOUGLAS COUNTY ADMINISTRATION COMMITTEE
SCHEDULE OF REVENUES AND EXPENDITURES
FINANCE**



Transactions posted as of printing date
8/24/2016

	Prior Year Actual	2016 Amended Budget	Budget through Current Month	2016 Actual Amount	Variance Amount
Revenues					
Taxes	\$ 120.09	\$ -	\$ -	\$ 70.00	\$ 70.00
Intergovernmental Revenues	-	-	-	-	-
Licenses & Permits	-	-	-	-	-
Fines Forfeits & Penalties	-	-	-	-	-
Public Charges For Services	759.00	-	-	15.00	15.00
Intergovt. Charges For Serv.	243,529.96	251,696.00	167,797.33	161,616.09	(6,181.24)
Miscellaneous Revenues	98.28	-	-	3.00	3.00
Other Financing Sources	-	-	-	-	-
Revenues	244,507.33	251,696.00	167,797.33	161,704.09	(6,093.24)
Expenditures					
Personnel Services	527,309.74	536,913.00	357,942.00	350,921.11	7,020.89
Contractual Services	64,840.82	67,110.00	44,740.00	51,491.16	(6,751.16)
Supplies & Expense	22,899.04	29,287.00	19,524.67	8,139.34	11,385.33
Intra Country Charges	-	-	-	-	-
Fixed Charges	1,271.00	2,500.00	1,666.67	1,954.00	(287.33)
Debt Service	-	-	-	-	-
Grants & Contributions	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Department Allocation	22,204.93	19,000.00	12,666.67	11,008.74	1,657.93
Expenditures	638,525.53	654,810.00	436,540.00	423,514.35	13,025.65
Net Cost	\$ 394,018.20	\$ 403,114.00	\$ 268,742.67	\$ 261,810.26	\$ 6,932.41



**DOUGLAS COUNTY ADMINISTRATION COMMITTEE
SCHEDULE OF REVENUES AND EXPENDITURES
INFORMATION SERVICES**



Transactions posted as of printing date
8/24/2016

	Prior Year Actual	2016 Amended Budget	Budget through Current Month	2016 Actual Amount	Variance Amount
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental Revenues	-	-	-	-	-
Licenses & Permits	-	-	-	-	-
Fines Forfeits & Penalties	-	-	-	-	-
Public Charges For Services	242.60	100.00	66.67	-	(66.67)
Intergovt. Charges For Serv.	855,116.48	911,898.00	607,932.00	451,451.89	(156,480.11)
Miscellaneous Revenues	-	-	-	-	-
Other Financing Sources	-	34,000.00	22,666.67	-	(22,666.67)
Revenues	855,359.08	945,998.00	630,665.33	451,451.89	(179,213.44)
Expenditures					
Personnel Services	174,519.72	162,759.00	108,506.00	80,650.00	27,856.00
Contractual Services	409,140.96	524,364.00	349,576.00	392,162.14	(42,586.14)
Supplies & Expense	108,362.10	85,475.00	56,983.33	9,422.71	47,560.62
Fixed Charges	129,288.01	139,400.00	92,933.33	67,224.46	25,708.87
Debt Service	-	-	-	-	-
Grants & Contributions	334,365.79	-	-	-	-
Capital Outlay	-	-	-	-	-
Department Allocation	-	-	-	-	-
Expenditures	1,155,676.58	911,998.00	607,998.67	549,459.31	58,539.36
Net Cost	\$ 300,317.50	\$ (34,000.00)	\$ (22,666.67)	\$ 98,007.42	\$ (120,674.09)



**DOUGLAS COUNTY ADMINISTRATION COMMITTEE
SCHEDULE OF REVENUES AND EXPENDITURES
REGISTER OF DEEDS**



Transactions posted as of printing date
8/24/2016

	Prior Year Actual	2016 Amended Budget	Budget through Current Month	2016 Actual Amount	Variance Amount
Revenues					
Taxes	\$ 99,338.63	\$ 157,906.00	\$ 105,271	\$ 89,909.75	\$ (15,360.92)
Intergovernmental Revenues	-	-	-	-	-
Licenses & Permits	3,621.00	4,580.00	3,053.33	2,661.00	(392.33)
Fines Forfeits & Penalties	-	-	-	-	-
Public Charges For Services	190,557.61	175,000.00	116,666.67	115,033.40	(1,633.27)
Intergovt. Charges For Serv.	-	-	-	-	-
Miscellaneous Revenues	3.70	120.00	80.00	2.10	(77.90)
Other Financing Sources	-	-	-	-	-
Revenues	293,520.94	337,606.00	225,070.67	207,606.25	(17,464.42)
Expenditures					
Personnel Services	252,913.67	261,320.00	174,213.33	167,199.19	7,014.14
Contractual Services	23,768.89	18,204.00	12,136.00	2,323.16	9,812.84
Supplies & Expense	7,906.31	9,770.00	6,513.33	2,487.07	4,026.26
Intra Country Charges	-	-	-	-	-
Fixed Charges	2,936.21	3,100.00	2,066.67	2,300.50	(233.83)
Debt Service	-	-	-	-	-
Grants & Contributions	5.00	75.00	50.00	-	50.00
Capital Outlay	-	-	-	-	-
Department Allocation	11,755.90	10,290.00	6,860.00	5,963.03	896.97
Expenditures	299,285.98	302,759.00	201,839.33	180,272.95	21,566.38
Net Cost	\$ 5,765.04	\$ (34,847.00)	\$ (23,231.33)	\$ (27,333.30)	\$ 4,101.97



**DOUGLAS COUNTY ADMINISTRATION COMMITTEE
SCHEDULE OF REVENUES AND EXPENDITURES
COUNTY TREASURER**



Transactions posted as of printing date
8/24/2016

	Prior Year Actual	2016 Amended Budget	Budget through Current Month	2016 Actual Amount	Variance Amount
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental Revenues	27,478.44	27,700.00	18,466.67	13,463.60	(5,003.07)
Licenses & Permits	-	-	-	-	-
Fines Forfeits & Penalties	-	-	-	-	-
Public Charges For Services	21,980.69	23,000.00	15,333.33	18,289.32	2,955.99
Intergovt. Charges For Serv.	12,091.23	12,000.00	8,000.00	-	(8,000.00)
Miscellaneous Revenues	1,571.41	-	-	2,019.71	2,019.71
Other Financing Sources	-	-	-	-	-
Revenues	63,121.77	62,700.00	41,800.00	33,772.63	(8,027.37)
Expenditures					
Personnel Services	180,903.24	185,686.00	123,790.67	127,348.78	(3,558.11)
Contractual Services	15,238.43	15,520.00	10,346.67	1,952.89	8,393.78
Supplies & Expense	10,816.63	17,900.00	11,933.33	4,691.10	7,242.23
Intra Country Charges	-	-	-	-	-
Fixed Charges	14,883.44	21,200.00	14,133.33	14,179.04	(45.71)
Debt Service	-	-	-	-	-
Grants & Contributions	-	200.00	133.33	(89.50)	222.83
Capital Outlay	-	-	-	-	-
Department Allocation	27,843.66	26,165.00	17,443.33	15,155.94	2,287.39
Expenditures	249,685.40	266,671.00	177,780.67	163,238.25	14,542.42
Net Cost	\$ 186,563.63	\$ 203,971.00	\$ 135,980.67	\$ 129,465.62	\$ 6,515.05



**DOUGLAS COUNTY, WISCONSIN
TREASURER'S MONTHLY REPORT
ACCOUNT BALANCES
As of 7/31/16**



ACCOUNT	PRINCIPAL 2016	PRINCIPAL 2015	INTEREST 2016	INTEREST 2015
CASH AND INVESTMENTS				
Cash:				
Cash on Hand	\$ 18,343	\$ 29,979		
Petty Cash	8,965	9,565		
Checking:				
General Fund--M & I	\$ 6,581,818	\$ 3,864,862	2,572	3,044
Payroll--NBC	5,721	200,574		
Forestry--NBC	520,585	448,934	23	73
Short Term Investments				
State Trust Fund	17,015,473	270	15,203	
General Fund CDs	10,724,006	9,347,193	57,738	38,263
StepUps CDs	1,365,079	3,315,079	11,183	18,789
General Fund Savings Account	68	68	-	-
General Fund Money Markets	6,812,207	27,575,092	8,676	18,026
Rural Housing	20,158	17,994		
CASH AND INVESTMENTS	\$ 43,072,423	\$ 44,809,610	\$ 95,395	\$ 78,195
RESTRICTED CASH AND INVESTMENTS				
Checking:				
Huber Law Trust	\$ 42,483	\$ 28,006		
Clerk of Court Trust	23,042	16,271		
Short Term Investments:				
State Trust Fund - Health Insurance	1,216,976	1,213,689	2,294	1,374
Clerk of Courts	966,739	505,486	369	369
Drug Investigation	211,934	207,629		
Land Conservation	106,137	103,212	31	59
Long Term Investments:				
Money-Market - Workers' Compensation	900,775	898,342	1,698	1,017
CD-Land Conservation	250,000	250,000	2,145	1,666
Certificates of Deposit - Worker's Comp	-	-	-	-
RESTRICTED CASH AND INVESTMENTS	\$ 3,718,086	\$ 3,222,635	\$ 6,537	\$ 4,485
OUTSTANDING LONG-TERM DEBT				
General Obligation Debt Payable	\$ 27,088,731	\$ 25,930,195		
Note Payable-(Unfunded Pension Liability)	5,297,511	5,535,709		
Liability Accrued Compensated Absences	2,142,214	2,134,247		
OUTSTANDING LONG-TERM DEBT	\$ 34,528,456	\$ 33,600,151		



DOUGLAS COUNTY, WISCONSIN
TREASURER'S MONTHLY REPORT
ACCOUNT BALANCES
As of 7/31/16
(Continued)



ACCOUNT	2016	2015
RECEIVABLES		
Tax Certificates and Deeds:		
Tax Certificate - Current Year		
Delinquent Real Estate Taxes 2008-Sale of 2009	791	791
Delinquent Real Estate Taxes 2009-Sale of 2010	819	819
Delinquent Real Estate Taxes 2010-Sale of 2011	866	1,571
Delinquent Real Estate Taxes 2011-Sale of 2012	2,237	7,367
Delinquent Real Estate Taxes 2012-Sale of 2013	10,626	447,582
Delinquent Real Estate Taxes 2013-Sale of 2014	458,314	1,157,435
Delinquent Real Estate Taxes 2014-Sale of 2015	900,001	
Forest and Cropland Taxes	1,737	4,361
Allowance for Uncollectable Taxes	(10,000)	(10,000)
Tax Clearing		
Real Estate-Charge Backs		-
Tax Deeds Receivable	120,093	93,794
Allowance for Uncollectable Tax Deeds	(68,839)	(91,479)
Tax Certificates and Deeds	1,416,645	1,612,241
Property Tax	5,166,666	4,271,640
Assessments	580,073	977,644
Accounts	8,438,062	8,090,430
Tax Installment Contracts	(1,000)	-
Due from other Governments	3,994,747	4,090,837
Accrued Interest	130,711	117,299
RECEIVABLES	\$ 19,725,904	\$ 19,160,091

INVESTMENTS

MONTH/YEAR- JULY 2016

BANK	RATE	BEG BALANCE	PURCHASE	RETIRE	END BALANCE
SCCU Savings	0.000%	57.86	0.00	0.00	57.86
HFCU Savings	0.000%	10.00	0.00	0.00	10.00
BMO BANK CKG2 - ANALYSIS CHARGES	0.250%	0.00	1,239.72	1,239.72	-
BMO BANK MM	0.250%	3,444,347.32	5,451,301.16	2,248,000.00	6,647,648.48
NBC MM	0.120%	129,299.82	234,872.11	351,488.66	12,683.27
TIMBERWOOD MM	0.200%	151,850.74	24.13	0.00	151,874.87
ST POOL GENERAL	0.420%	9,011,622.18	8,003,851.17	0.00	17,015,473.35
ST POOL HIGHWAY BOND	0.420%	2.62	0.00	0.00	2.62
SUBTOTAL		12,737,190.54	13,691,288.29	2,600,728.38	23,827,750.45
CD - CITZ12-1	8/14/16 1.200%	1,000,000.00	0.00	0.00	1,000,000.00
CD - CVB14-1	2/18/17 0.850%	250,000.00	0.00	0.00	250,000.00
CD - CVB14-2	8/18/16 0.850%	250,000.00	0.00	0.00	250,000.00
CD - 1stMERIT15-1	8/17/17 0.700%	1,014,066.97	0.00	0.00	1,014,066.97
CD - NBC13-2	6/4/19 can call 6/4/16 0.850%	0.00	0.00	0.00	-
CD - NBC12-4	3/14/16 0.500%	0.00	0.00	0.00	-
CD - NBC15-2	10/26/18 callable quart 1.200%	500,000.00	1,495.89	1,495.89	500,000.00
CD - NBC16-1	9/14/17 0.650%	512,657.56	0.00	0.00	512,657.56
CD - NBC16-2	6/04/19 1.210%	2,000,000.00	0.00	0.00	2,000,000.00
CD - SCCU	4/9/17 0.750%	247,836.12	0.00	0.00	247,836.12
CD-TIMBERWOOD1	1/23/17 0.6500%	250,000.00	0.00	0.00	250,000.00
CD-TIMBERWOOD3	5/24/18 0.6516%	252,445.18	0.00	0.00	252,445.18
CD's SubTotals		6,277,005.83	1,495.89	1,495.89	6,277,005.83
SUBTOTAL		19,014,196.37	13,692,784.18	2,602,224.27	30,104,756.28
CD-BMO15-1 (1-16) 1/22/16 1 year CD	0.4500%	0.00	0.00	0.00	-
CD-BMO15-2 (7-16) 7/28 & 1/28 Interest 1-1/2 year CD	0.5500%	248,000.00	680.13	248,680.13	-
CD-BMO15-3 (1-18) 7/28 & 1/28 Interest 3 year CD	1.3500%	0.00	0.00	0.00	-
CD-BMO15-4 (7-16) 7/28 & 1/28 Interest 1-1/2 year CD	0.5500%	248,000.00	680.13	248,680.13	-
CD-BMO15-5 (4-16) 7/28 & 1/28 Interest 15 month CD	0.5500%	0.00	0.00	0.00	-
CD-BMO15-6 (1-17) 7/28 & 1/28 Interest 2 year CD	0.7500%	248,000.00	927.45	927.45	248,000.00
CD-BMO15-8 (1-17) 7/29 & 1/29 Interest 2 year CD	0.8500%	248,000.00	1,051.11	1,051.11	248,000.00
CD-BMO15-11 (8/17) 8/13 & 2/13 Interest 2-1/2 year CD	0.8500%	248,000.00	0.00	0.00	248,000.00
CD-BMO15-12 (6-17) 12/17 & 6/17 Interest 2 year CD	1.1000%	248,000.00	0.00	0.00	248,000.00
CD-BMO15-13 (12/17) 12/24 & 6/24 Interest 2-1/2 year CD	1.2500%	127,000.00	0.00	0.00	127,000.00
CD-BMO15-14 (6/29/16) 1 year CD	0.5500%	0.00	0.00	0.00	-
CD-BMO15-15 (7/29/16) 1 year CD	0.6000%	248,000.00	122.30	248,122.30	-
CD-BMO15-16 (10/31/16) 15 month CD	0.7000%	248,000.00	0.00	0.00	248,000.00
CD-BMO15-17 (8/17) 2 year CD	1.2000%	248,000.00	0.00	0.00	248,000.00
CD-BMO15-18 (9/17) 2 year CD	1.1000%	248,000.00	0.00	0.00	248,000.00
CD-BMO15-19 (10/17) 2 year CD	1.2000%	248,000.00	244.60	244.60	248,000.00
CD-BMO15-20 (11/29/15) 3/28& 9/28 Interest 3/28/15 2 year 5 m	1.1250%	0.00	0.00	0.00	-
CD-BMO16-1 2/18 2/3 & 8/3 Interest 2 year CD	1.1500%	248,000.00	0.00	0.00	248,000.00
CD-BMO16-2 10/17 4% & 10% Interest 18 month CD	0.8500%	248,000.00	0.00	0.00	248,000.00
CD-BMO16-3 05/10/2017 12 month CD	0.7500%	248,000.00	0.00	0.00	248,000.00
CD-BMO16-4 11/10/16 6 month CD	0.5000%	248,000.00	0.00	0.00	248,000.00
CD-BMO16-5 05/11/18 5/11 & 11/11 Interest 2 year CD	1.0000%	248,000.00	0.00	0.00	248,000.00
CD-BMO16-6 05/23/18 2 year CD	1.0000%	248,000.00	203.84	203.84	248,000.00
CD-BMO16-7 07/07/17 1 year CD	0.7500%	0.00	248,000.00	0.00	248,000.00
CD-BMO16-8 10/27/17 13 month CD	0.8000%	0.00	200,000.00	0.00	200,000.00
CD-BMO16-9 07/27/18 2 yr CD	0.9000%	0.00	200,000.00	0.00	200,000.00
CD-BMO16-10 07/27/18 2 yr CD	0.9000%	0.00	200,000.00	0.00	200,000.00
BMO CD's SubTotals		4,343,000.00	851,909.56	747,909.56	4,447,000.00
SUBTOTAL	Next Call Maturity	23,357,196.37	14,544,693.74	3,350,133.83	34,551,756.28
BMO STEP UP AGCY BOND 13-3 cusip*3D3 2/27/18 0%	1.0000%	715,079.44	0.00	0.00	715,079.44
BMO STEP UP AGCY BOND 15-5 cusip*WG2 CALLED 3/28	1.3000%	0.00	0.00	0.00	-
BMO STEP UP AGCY BOND 15-6 cusip*R78 01/29/16 (4/2)	0.7500%	600,000.00	1,312.50	601,312.50	-
BMO STEP UP AGCY BOND 15-7 cusip*4B4 04/22/16 (7/2)	0.5000%	600,000.00	1,125.00	601,125.00	-
BMO STEP UP AGCY BOND 16-1 cusip*TY5 1X03/30/17 (5)	1.4200%	250,000.00	0.00	0.00	250,000.00
BMO STEP UP AGCY BOND 16-2 cusip*JU0 call 10/3/16 (6)	0.7500%	0.00	400,000.00	0.00	400,000.00
StepUps SubTotals		2,165,079.44	402,437.50	1,202,437.50	1,365,079.44
SUBTOTAL		25,522,275.81	14,947,131.24	4,552,571.33	35,916,835.72
ST POOL W/C	0.420%	900,454.22	320.56	0.00	900,774.78
ST POOL HLTH INS	0.420%	1,216,542.81	433.08	0.00	1,216,975.89
MERIT BANK - W/C MM	0.190%	0.00	0.00	0.00	-
MERIT BANK - HEALTH INS MM	0.190%	0.00	0.00	0.00	-
TOTAL		27,639,272.84	14,947,884.88	4,552,571.33	38,034,586.39

INTEREST ON INVESTMENTS

MONTH/YEAR- JULY 2016

BANK	BEG BALANCE	EARNED	RECEIVED	END BALANCE
SCCU Savings	0.00	0.00	0.00	-
HFCU Savings	0.00	0.00	0.00	-
BMO BANK CKG2 - INTEREST EARNED	0.00	278.41	278.41	-
BMO BANK MM	0.00	954.10	954.10	-
NBC MM	0.00	15.57	15.57	-
TIMBERWOOD MM	0.00	24.13	24.13	-
ST POOL GENERAL	0.00	3,851.17	3,851.17	0.00
ST POOL HIGHWAY BOND	0.00	0.00	0.00	-
SUBTOTAL	0.00	5,123.38	5,123.38	0.00
CD - CITZ12-1	46,553.45	1,019.18	0.00	47,572.63
CD - CVB14-1	3,406.54	180.48	0.00	3,587.02
CD - CVB14-2	3,970.56	180.48	0.00	4,151.05
CD - 1stMERIT15-1	6,184.42	602.88	0.00	6,787.30
CD - NBC13-2	0.00	0.00	0.00	0.00
CD - NBC12-4	(0.00)	0.00	0.00	(0.00)
CD - NBC15-2	1,052.05	509.59	1,495.89	65.75
CD - NBC16-1	985.99	283.02	0.00	1,269.01
CD - NBC16-2	1,591.23	2,055.34	0.00	3,646.58
CD - SCCU	321.49	157.87	0.00	479.36
CD-TIMBERWOOD1	169.15	138.01	0.00	307.16
CD-TIMBERWOOD3	307.89	171.52	0.00	479.41
CD's SubTotals	64,542.77	5,298.39	1,495.89	68,345.26
SUBTOTAL	64,542.77	10,421.77	6,619.27	68,345.26
CD-BMO15-1	0.00	0.00	0.00	-
CD-BMO15-2	575.52	104.62	680.13	(0.00)
CD-BMO15-3	(0.00)	0.00	0.00	(0.00)
CD-BMO15-4	575.51	104.63	680.13	(0.00)
CD-BMO15-5	(0.00)	0.00	0.00	(0.00)
CD-BMO15-6	779.68	157.97	927.45	10.19
CD-BMO15-8	877.87	179.04	1,051.11	5.81
CD-BMO15-11	797.02	179.04	0.00	976.07
CD-BMO15-12	52.30	231.69	0.00	283.99
CD-BMO15-13	26.11	134.83	0.00	160.94
CD-BMO15-14	0.00	0.00	0.00	0.00
CD-BMO15-15	12.23	110.05	122.30	(0.00)
CD-BMO15-16	614.23	147.44	0.00	761.66
CD-BMO15-17	1,133.33	252.76	0.00	1,386.10
CD-BMO15-18	687.60	231.69	0.00	919.29
CD-BMO15-19	171.21	252.76	244.60	179.38
CD-BMO15-20	(0.00)	0.00	0.00	(0.00)
CD-BMO16-1	1,148.61	242.22	0.00	1,390.82
CD-BMO16-2	496.68	179.04	0.00	675.72
CD-BMO16-3	259.89	157.97	0.00	417.86
CD-BMO16-4	173.26	105.32	0.00	278.58
CD-BMO16-5	346.52	210.63	0.00	557.15
CD-BMO16-6	54.36	210.63	203.84	61.15
CD-BMO16-7	0.00	117.21	0.00	117.21
CD-BMO16-8	0.00	100.82	0.00	100.82
CD-BMO16-9	0.00	24.66	0.00	24.66
CD-BMO16-10	0.00	19.73	0.00	19.73
BMO CD's SubTotals	8,781.94	3,454.71	3,909.56	8,327.14
SUBTOTAL	73,324.72	13,876.48	10,528.83	76,672.40
BMO STEP UP AGENCY BOND 13-3	2,491.62	607.33	0.00	3,098.97
BMO STEP UP AGENCY BOND 15-5	0.00	0.00	0.00	0.00
BMO STEP UP AGENCY BOND 15-6	795.21	517.29	1,312.50	(0.00)
BMO STEP UP AGENCY BOND 15-7	546.81	578.19	1,125.00	(0.00)
BMO STEP UP AGENCY BOND 16-1	894.80	301.51	0.00	1,196.31
BMO STEP UP AGENCY BOND 16-2	0.00	206.68	0.00	206.68
StepUps SubTotals	4,728.44	2,211.00	2,437.50	4,501.94
SUBTOTAL	78,053.17	16,087.48	12,966.33	81,174.34
ST POOL W/C	(0.00)	320.56	320.56	(0.00)
ST POOL HLTH INS	0.00	433.08	433.08	0.00
MERIT BANK - W/C MM	0.00	0.00	0.00	-
MERIT BANK - HEALTH INS MM	0.00	0.00	0.00	-
TOTAL	78,053.17	16,841.12	13,719.97	81,174.34



DOUGLAS COUNTY

OFFICE OF ADMINISTRATOR

Andrew G. Lisak
1316 N. 14th Street • Suite 301
Superior, WI 54880
(715) 395-1335 Fax (715) 395-1312

DOUGLAS COUNTY MISSION STATEMENT

The mission of Douglas County is to provide cost-effective services, with equal access to all citizens; to continue and enhance partnerships; to responsibly manage our resources and plan for the future.

TO: Douglas County Administration Committee Members

FROM: Andy Lisak

DATE: August 24, 2016

SUBJ: POSITION RECLASSIFICATION RECOMMENDATION: ACCOUNT SPECIALIST III, CLERK OF COURTS OFFICE

Introduction

The purpose of this memorandum is to provide to the Administration Committee with my recommendation regarding the position reclassification request submitted by an Account Specialist III in the Clerk of Courts Office.

Background

The County Board has ultimate authority over the reclassification of existing positions within the County's Compensation Plan. The reclassification of existing positions is typically done prior to the beginning of the budgeting process for the following year.

In 2015, the Douglas County Board of Supervisors adopted a policy for Position Classification/Reclassification Review. The policy reflects the County's desire, as an employer who values its employees, to compensate employees fairly and equitably by providing a process for positions to be reclassified when substantial changes in duties and responsibilities occur. The reclassification policy is consistent with the County's mission.

Process

This past spring, employees who sought reclassification were required to complete a Position Classification Review form and a new or revised Job Description Questionnaire (JDQ), documenting substantial changes to his/her position since the most recent review of his/her JDQ. Supervisors/department managers were required to affirm the changes and the accuracy of the Position Classification Review form.

Human Resources reviewed the documentation for position reclassification requests and engaged Carlson Dettmann Consulting (CDC) to provide advice regarding position placement utilizing the point factor job evaluation system upon which the County's comprehensive Compensation Plan was built. The evaluation system analyzed each position using the following factors: 1) formal preparation and experience, 2) decision making, 3) thinking challenges and problem solving, 4) interactions and communications, and 5) work environment.

CDC sought additional information, when necessary, from requestors, department managers, Human Resources and others with knowledge of specific positions. CDC reviewed each reclassification request with Human Resources and me and provided advice on whether to recommend for approval or denial each reclassification request. If approval was recommended, CDC also provided advice in regard to which Grade the position should be reclassified.

The Account Specialist III in the Clerk of Courts office submitted a reclassification request in April 2016. Due to the need for clarification and additional information regarding the position's job duties, level of responsibility and degree of oversight of the position, I was not able to provide a recommendation to the Administration Committee regarding this position when I submitted my recommendations regarding other position reclassification requests back in May. Working with the Account Specialist III, the Clerk of Courts, Human Resources and CDC, we were able to gather the information needed to make a recommendation.

Recommendation

The position has some unique financial responsibilities due to the fact that the Clerk of Courts Office is required by the State of Wisconsin to maintain a unique accounting system for court transactions that the position submits to the County's financial system by journal entry at month's end. In addition to managing millions of dollars of cash transactions, the position is also responsible for collection activities.

Based on the advice of CDC and subsequent discussions with CDC and Human Resources, I am recommending that the Account Specialist III position be re-titled to **Clerk of Courts Financial Specialist** and the position be placed in **Grade I** of the County's Compensation Plan.

Position/Department	Current Grade	Incumbent Step	Recommendation
Account Specialist III Clerk of Courts	H	Step 2	Re-titled position to Clerk of Courts Financial Specialist. Reclassify position to Grade I. Place incumbent on Step 2 on January 1, 2017.

Douglas County
2017 Budget
 Form B-5
 New Positions and Upgrades

FUND	MAJOR FUNCTION	DEPARTMENT	COST CENTER	COMMITTEE
101	Clerk of Courts Financial	Clerk of Courts	12210	Public Safety

NEW POSITION(S)

Class.	Number of Pos.	Salary per Hour	Salary per Year	Total	FICA	Retire.	Life & Hospital Ins.	Workers Comp.	Misc	Total Cost

Reason for new position(s):

Note: Total salary should include total amount to be paid, including overtime, etc.

PROPOSED POSITION RECLASSIFICATION(S)

Position	Present Class.	Prop. Class.	Present Salary	Proposed Salary	Increase in Salary	Increase in FICA	Increase in Retire.	Inc. in Workers Comp.	Total Inc. in Cost
Clerk of Courts Financial Specialist	H	I	\$36,855.00	\$39,916.00	\$3,061.00	\$234.17	\$202.03	\$8.88	\$3,506.07

Reason for proposed reclassification:

 Department Head Approval

 County Administrator Recommended

 Standing Committee Approval

 Administration Committee Approval

PLEASE NOTE: For new positions: Attach a copy of the Job Description
 Attach a copy of respective committee minutes

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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

Joint Exercise of Powers Agreement

relating to

WISCONSIN PACE COMMISSION

EXHIBIT A

Model Pace Ordinance

ORDINANCE _____

AN ORDINANCE TO CREATE S. _____ ENTITLED "PROPERTY ASSESSED CLEAN ENERGY FINANCING" OF THE GENERAL CODE OF _____ COUNTY, WISCONSIN

The County Board of Supervisors of the County of _____ does ordain as follows:

Section 1. Section _____ is created to read:

_____[Section No.]_____
PROPERTY ASSESSED CLEAN ENERGY FINANCING.

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

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

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

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

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

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

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

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

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

(g) "PACE default provisions" means:

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

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

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

4. Any default loan balance.

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

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

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

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

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

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

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

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

(5) WISCONSIN PACE COMMISSION.

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

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

(6) LOAN APPROVAL.

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

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

(7) SUPPLEMENTAL AGREEMENT.

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

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

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

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

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

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

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

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

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

9. May allow for amendment by the parties.

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

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

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

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

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

(10) PROPERTY TAX FORECLOSURE PROCEDURES.

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

(b) The County shall begin an in rem property tax foreclosure proceeding on the

subject property at the earliest time allowed under Wisconsin Statutes, unless the County determines that subject property is a "brownfield" (as defined in Wis. Stat. § 75.106, as amended) or that in rem property tax foreclosure is not in the best interests of the County due to the condition of the property or for other reasons.

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

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

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

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

_____ COUNTY

[SIGNATURE BLOCK]

PASSED:
PUBLISHED:

PROMOTING SUSTAINABLE REINVESTMENT IN COMMUNITIES



The Wisconsin Green Tier Legacy Communities (GTLC), the Wisconsin Counties Association (WCA), and the League of Wisconsin Municipalities (LWM) work together to continually seek new and innovative ways to improve our communities. We are excited about the opportunity for Wisconsin to implement a statewide Property Assessed Clean Energy (PACE) program, and we invite you to join us in making this rewarding initiative a reality.

What is PACE?

Communities across the United States are taking advantage of the economic development potential offered by PACE. PACE programs stimulate local economies by funding the upfront cost of energy efficiency, renewable energy, and water conservation upgrades for commercial and industrial buildings. The result? Business owners are empowered to save energy and money, create new jobs, and support the local economy—all without taxpayer assistance.

PACE helps communities:

STIMULATE – PACE-funded projects stimulate local economies by generating new business opportunities. Jobs are created, products and services are purchased, and building owners save money on operating costs—improving the market for investment in your community.

REVITALIZE – Aging properties 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 – Many communities have established sustainability goals, but lack the resources necessary to achieve their objectives. PACE fosters the completion of energy and water conservation projects, giving communities one more tool with which to achieve sustainability goals.

PARTICIPATE – Building owner participation in PACE 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.

PACE Commission: A Unified Approach

Creating a PACE program from the ground up can be time consuming and resource-intensive. That's why—with the support of the GTLC, the WCA, and the LWM—Wisconsin counties and municipalities are uniting to form a Joint Powers Commission to collectively and efficiently administer a single statewide PACE program. The initiative seeks to establish an open market PACE program for Wisconsin communities and building owners, minimizing the investment necessary to make PACE available in each municipality.

► THE JOINT EXERCISE OF POWERS AGREEMENT

To facilitate this goal, Wisconsin counties and municipalities enter into a joint exercise of powers agreement under Wisconsin Statute § 66.0301 (the “JPA”), by which they agree to form a Wisconsin PACE Commission (the “PACE Commission”). County members agree to adopt a Model PACE Ordinance (discussed below), and to delegate to the PACE Commission the ability to impose PACE special charges according to a single, uniform statewide PACE program in the County members’ jurisdiction. Municipal members (cities,

PROMOTING SUSTAINABLE REINVESTMENT IN COMMUNITIES

villages, and towns) join the Commission, participate in its governance, and agree to support the uniform statewide PACE program. The statewide PACE program is then administered by a third party, responsible for handling day-to-day PACE financing application reviews and approvals, as well as payment collections on behalf of the PACE Commission.

► THE MODEL ORDINANCE

County members agree to adopt a Model PACE Ordinance as a condition of joining the PACE Commission. Among other powers, this ordinance authorizes the County to impose a PACE special charge, collect payments for the special charge in installments, place those installments on the tax roll at its discretion, and delegate that authority to the PACE Commission.

An Efficient Solution for Your Community

- **Statewide approach** – The PACE Commission will adopt uniform standards, documents, and best practices to be applied consistently across the state. A single PACE program will promote scalability by simplifying participation for stakeholders (financial institutions, contractors, project developers, and building owners).
- **Project compliance** – Serving as an agent of the PACE Commission, the Program Administrator will maintain and enforce comprehensive program guidelines to ensure each PACE project meets the requirements of the Wisconsin PACE Statute and program goals.
- **Single point of access** – The Program Administrator serves as a single point of access for stakeholders participating in or hoping to participate in PACE. The Administrator is the go-to contact for project reviews and PACE program approvals. Current and prospective participants always know where to turn should they have any questions regarding the program.
- **Open market** – The PACE Commission will establish 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.
- **Lender consent** – The PACE Commission will require mortgage lenders to consent to PACE loans 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.

- **Low cost** – Neither credit exposure, dedication of general funds, or allocation from constricted budgets are required for local governments to implement PACE. To help promote low-cost, efficient implementation, PACE will be administered by a Wisconsin nonprofit organization which will recover its costs through completed project fees.

We Want to Hear From You!

The State of Wisconsin has adopted the necessary legislation required to implement PACE on a local level, and the PACE Commission is forming to collectively create and offer a single statewide PACE program. Now, it's up to each community to get involved! Contact any of the organizations or individuals below to help make Wisconsin's statewide PACE program a reality.

Wisconsin Counties Association wicounties.org

Jon Hochkammer | 866.404.2700 | hochkammer@wicounties.org

League of Wisconsin Municipalities lwm-info.org

Curt Witynski | 608.267.2380 | witynski@lwm-info.org

Green Tier Legacy Communities greentiercommunities.org

Laurel Sukup 608.267.6817 Laurel.Sukup@wisconsin.gov

von Briesen & Roper, s.c. vonbriesen.com

Andrew J. Guzikowski | 414.287.1438 | aguzikow@vonbriesen.com
Andrew T. Phillips | 414.287.1570 | aphillips@vonbriesen.com

Foley & Lardner LLP foley.com

R. Lynn Parins | 608.258.4258 | lparins@foley.com

WECC Energy Finance Solutions

energyfinancesolutions.com/pace

Jason Stringer | 608.729.6854 | jstringer@weccusa.org



Wisconsin PACE Commission Overview

What is Property Assessed Clean Energy (PACE)?

PACE, or property assessed clean energy, is an innovative program that enables property owners to obtain low-cost, long-term loans for energy-efficiency, renewable energy and water conservation improvements. PACE loans help property owners overcome financial barriers that typically discourage investment in water conservation and energy efficiency retrofits to existing properties or original construction in new buildings. Improvements financed using PACE can generate positive cash flow upon completion with no up-front, out-of-pocket cost to property owners. While PACE can be used for residential buildings, the Wisconsin PACE Commission will offer a PACE program focused on commercial buildings (which includes office, industrial and multi-family housing with 5 or more units).

What is the legal authority for PACE in the State of Wisconsin?

PACE financings are authorized in the State of Wisconsin pursuant to Section 66.0627(8), (the “PACE Statute”). The PACE Statute enables “political subdivisions” (counties, cities, towns and villages) to impose a special charge on real property to secure loans made for energy efficiency, water conservation and renewable energy improvements.

How do local governments establish a PACE program?

A political subdivision must adopt a local ordinance authorizing the use of special charges to secure PACE financings and must create a program structure for the use of PACE special charges to ensure that PACE financings made in its jurisdiction are consistent with the PACE Statute.

What is the Wisconsin PACE Commission Joint Powers Agreement?

For an individual unit of government, creating a PACE program from the ground up can be time consuming and resource-intensive. Fortunately, local governments have available a more efficient option to collectively administer a single statewide PACE program in a more cost effective manner. Wisconsin counties and municipalities have the option to enter into a joint exercise of powers agreement under Wisconsin Statute § 66.0301 (the “JPA”), by which they agree to form a Wisconsin PACE Commission (the “PACE Commission”). County members agree to adopt a Model PACE Ordinance (discussed below), and to delegate to the PACE Commission the ability to impose PACE special charges according to a single, uniform statewide PACE program in the County members’ jurisdiction. Municipal members (cities, villages, and towns) join the PACE Commission, participate in its governance, and agree to support the uniform statewide PACE program.

How does the Model PACE Ordinance work?

County members agree to adopt a Model PACE Ordinance as a condition of joining the PACE Commission. Among other powers, this ordinance authorizes the County to impose a PACE special

charge, collect payments for the special charge in installments, place those installments on the tax roll, and delegate that authority to the PACE Commission.

Why does the Model Ordinance provide that the County is responsible for administering PACE loans?

While the Model Ordinance does appear to place this responsibility on the County, there is no intention for the County to be required to do so. In this regard, the wording of the Model Ordinance is somewhat of a legal formality. A political subdivision cannot delegate rights or powers to a joint powers commission that the political subdivision itself does not have. The authority to assess special charges and administer PACE loans under the PACE statute is first created by the County for itself (by adopting the Model Ordinance) and then delegated to the PACE Commission.

What powers are given to the Wisconsin PACE Commission?

Participating Counties and Municipalities will delegate to the PACE Commission the power to administer a PACE program in their jurisdictions, which will include creating PACE program guidelines, PACE Project qualification and general program oversight. County Members will delegate the additional powers to impose special charges as part of PACE Projects and collect the installments for the PACE Project loans. The statewide PACE program is then administered by a third party, Wisconsin nonprofit organization, responsible for handling day-to-day PACE financing application reviews and approvals, as well as payment collections on behalf of the PACE Commission.

**Overview of a County Member’s Responsibilities
as Part of the Wisconsin PACE Commission**

Can a County impose a PACE Special Charge on real property?

Yes, see above: *What is the legal authority for PACE in the State of Wisconsin?*

Who is the PACE Lender?

The PACE Statute authorizes two sources for financing PACE loans – third-party financing (including banks, other private lenders or affiliates of the PACE borrower) and public financing by a political subdivision. There is private capital available for PACE Loans and it is anticipated that this will be the predominant source of financing. Local governments retain the option to make available public funds to fund PACE Loans for qualified PACE Projects, though this will not be a requirement for the Wisconsin PACE Commission.

Once a PACE Loan is closed who imposes the PACE Special Charge?

The PACE Program Administrator will approve PACE transactions pursuant to the Program Guidelines, which guidelines will be subject to approval by the Wisconsin PACE Commission board of directors. The Program Administrator will then record a Supplemental Loan Agreement with the register of deeds in which the subject real property sits. The Supplemental Loan Agreement is a contract between the PACE

Commission, the PACE Lender and the Borrower that memorializes for the public record that there is a PACE Loan and Special Charge outstanding against the Borrower's real property, among other terms.

How is the annual installment of the PACE Special Charge calculated?

The annual installment of a PACE Loan is equal to the annual repayment obligation under the terms of the PACE Loan, which amount may include interest and other fees pursuant to a Loan Agreement between the PACE Lender and Borrower. The PACE Loan may have a loan term up to the useful life of the equipment and improvements being financed.

Where is the annual installment for the PACE Loan collected?

The PACE Statute provides for a "direct billing" system in which the PACE Lender may collect payments for the PACE Loan directly from the Borrower without involving the political subdivision that imposed the Special Charge. Following the close of a PACE Loan, the PACE Lender would certify to the Program Administrator the annual PACE installments that are due. The Program Administrator then works with a Servicer to bill for and collect the annual installment payments from the PACE Borrower. Upon each installment payment, the Program Administrator's Servicer would certify that payments have been made and remit the installment payments collected directly to the PACE Lender.

What happens if the PACE special charge is delinquent?

The PACE Statute establishes that a delinquent PACE Special Charge becomes a lien on the property, with same priority as a special assessment. Upon a default, the Servicer and PACE Lender would certify the amount of the delinquency to the Program Administrator, who would then work with the appropriate County and municipality to place the amount of the PACE Loan delinquency on the next available tax roll for collection pursuant to the existing Wisconsin statutory tax collection procedures in Wisconsin Statutes Chapters 74 and 75.

Does the County have to settle the Special Charge with the PACE Lender.

No. To participate in the program, PACE Lenders recognize that neither the Wisconsin PACE Commission nor its Members have an obligation to settle or reimburse PACE Special Charges to PACE Lenders.

Does the County have to settle delinquent PACE Special Charges to the municipality?

No. Since the source of funds for the PACE Loan secured by the Special Charge will be a private third-party, the County will have no basis to settle the PACE Special Charges with the municipality in which the encumbered property is located.

When is a Tax Certificate issued for a delinquent PACE Special Charge?

A Tax Certificate for a delinquent PACE Special Charge is issued at the same time that a Tax Certificate would be issued for any other delinquent property taxes. If there are multiple tax delinquencies that

would be the subject of a Tax Certificate (which would likely be the case in the event of a PACE Special Charge delinquency), all delinquent amounts would be evidenced by the same Tax Certificate. The redemption period for a special charge Tax Certificate is the same two year redemption period for any other Tax Certificate.

What is the County’s responsibility in the case of a mortgage foreclosure?

In many cases, the PACE Loan will be part of a financing package and the property subject to the PACE Special Charge will also be encumbered by a mortgage securing other credit extended by the PACE Lender (or another lender) to the property owner. Failure to pay the PACE Special Charge will almost certainly constitute an event of default under the mortgage and related loan documents entitling the PACE Lender (or other lender) to foreclose the underlying mortgage. In those cases, just as with any private mortgage foreclosure, the County will have no involvement and the tax foreclosure process will not be necessary.

What does the County have to do if the delinquent PACE Special Charge reaches a tax foreclosure?

In the unlikely event that a PACE Special Charge must be foreclosed upon, the following would apply. If after the two year redemption period the Special Charge delinquency evidenced by the Tax Certificate is not paid, then the County would be responsible for instituting foreclosure proceedings on the Tax Certificate, except in the case of a “brownfield” or other concerns with the property leading the County to a good faith determination that it would not be in the County’s best interest to foreclose.

What if the County determines that it will not bring a foreclosure on the property?

If the County does not bring a foreclosure action against the subject property, then the PACE Lender is authorized by the PACE Ordinance to bring a foreclosure on the PACE Special Charge in place of the County. To assume this authority, the PACE Lender must agree to comply with all of the statutory procedures for a tax foreclosure.

Why does the PACE Ordinance favor the In REM tax foreclosure process?

The *in rem* foreclosure procedure is an electable procedure pursuant to Wis. Stat. § 75.521. In addition to uniformity, the PACE Ordinance requires that the County utilize this procedure to foreclose upon a PACE Special Charge because of the statutory presumption Wis. Stat. § 75.521(12) gives to the validity of special charges (as well as all special assessments and taxes) and the liens thereof.

How does the County sell tax delinquent property?

The County follows the procedure for the sale of delinquent real estate as laid out in Wis. Stat. § 75.69

What is the priority of distribution of the proceeds of the sale of the real property from a tax foreclosure sale?

The County follows the procedure for the distribution of proceeds as laid out in Wis. Stat. § 75.36.

Following the County's tax foreclosure sale what happens to the outstanding balance of the PACE Loan?

The PACE Special Charge is foreclosed out. Therefore, the PACE Loan no longer encumbers the real property. The Supplemental Loan Agreement, however, may contain terms which require the County to pay over any surplus proceeds from a foreclosure sale to the PACE Lender, up to the outstanding balance of the PACE Loan.

Wisconsin Counties Association WI PACE Opportunity



PACE Program Overview

June 7, 2016



Wisconsin PACE Partnership

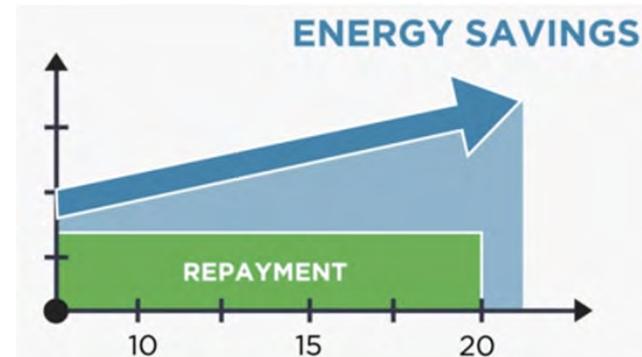


What is PACE?



Assists local businesses with financing

- Renewable energy
- Energy efficiency
- Water conservation



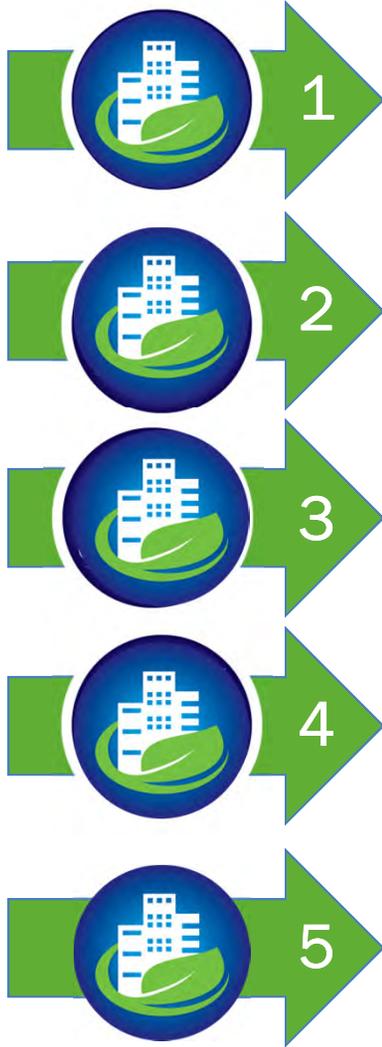
Enabled by State of Wisconsin
Legislation (Section 66.0627)



It's a loan secured by a special charge



How PACE Works



1 County adopts PACE Ordinance and becomes a Member in the Wisconsin PACE Commission.

2 Building owner engages energy engineer & contractor to develop energy cost saving project.

3 Rather than using conventional project financing, property owner uses PACE financing.

4 Owner arranges PACE financing, Program Administrator approves project and PACE Commission authorizes PACE Special Charge.

5 Building owner repays PACE Loan directly to the PACE Lender.



PACE Benefits Property Owners



- Financing for 100% of PACE Project cost
- Exchange Equity w/ low cost debt
- Long Repayment Periods: up to 20 years.
- Savings > Investment = Positive Cash Flow
- Increase Net Operating Income & Property Value
- Energy Savings Performance Guarantees
- Transfers to new owner upon sale
- Tenants share cost & savings



PACE Benefits Communities



Stimulate – job creation and economic activity

Revitalize - building stock and improve property values

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

Sustain - achieve sustainability goals

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



Wisconsin PACE Commission Features



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



Project Compliance - 3rd party program administrator ensures that projects comply with program requirements and certifies special charge repayment.



Single Point of Access - the administrator serves as the go-to contact for stakeholders who need program assistance.



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



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



Low Cost - PACE requires no credit exposure or general obligation funds from Member Counties.



PACE Commission Minimizes Risk



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





For More Information about the WI PACE Commission:

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WECC EFS

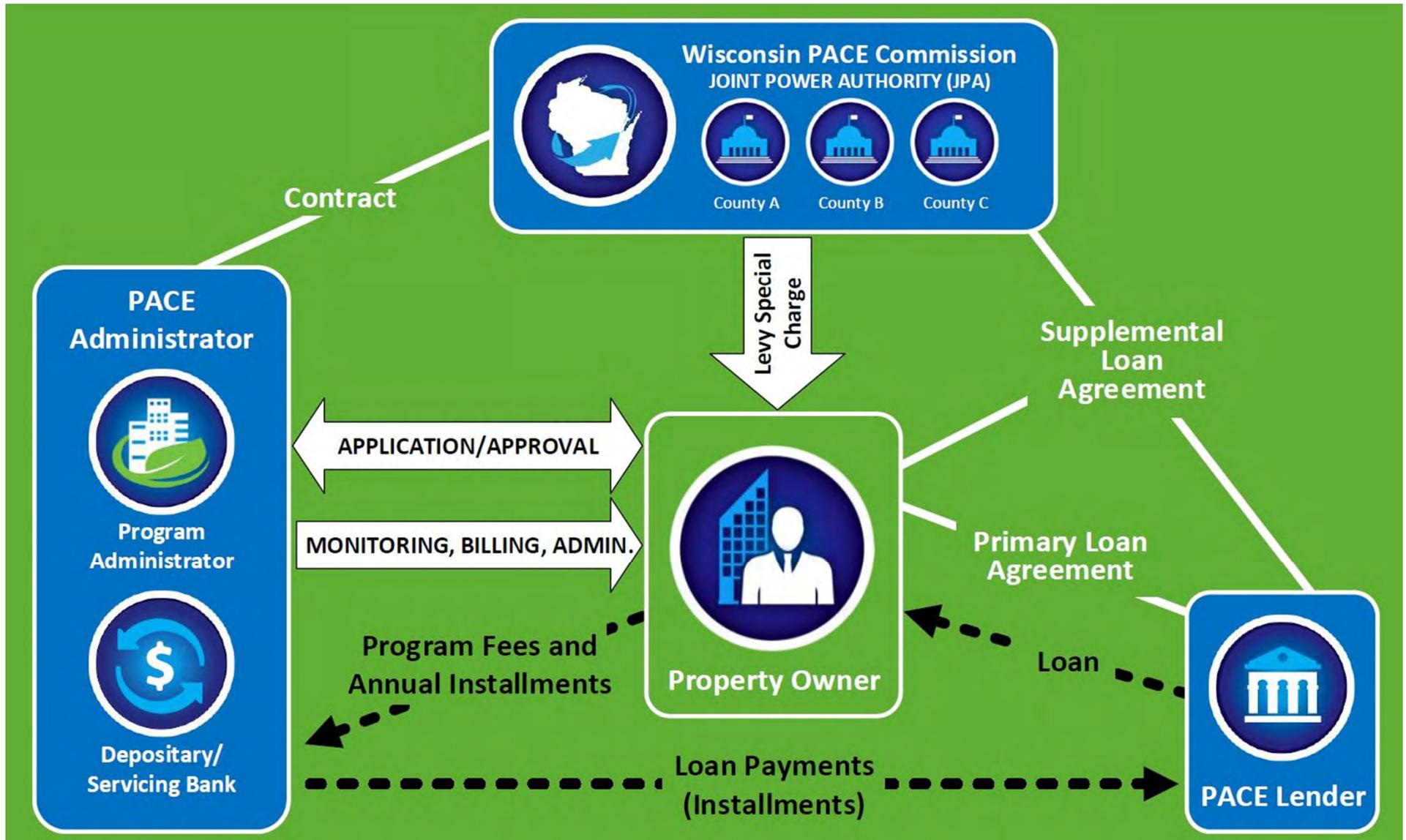
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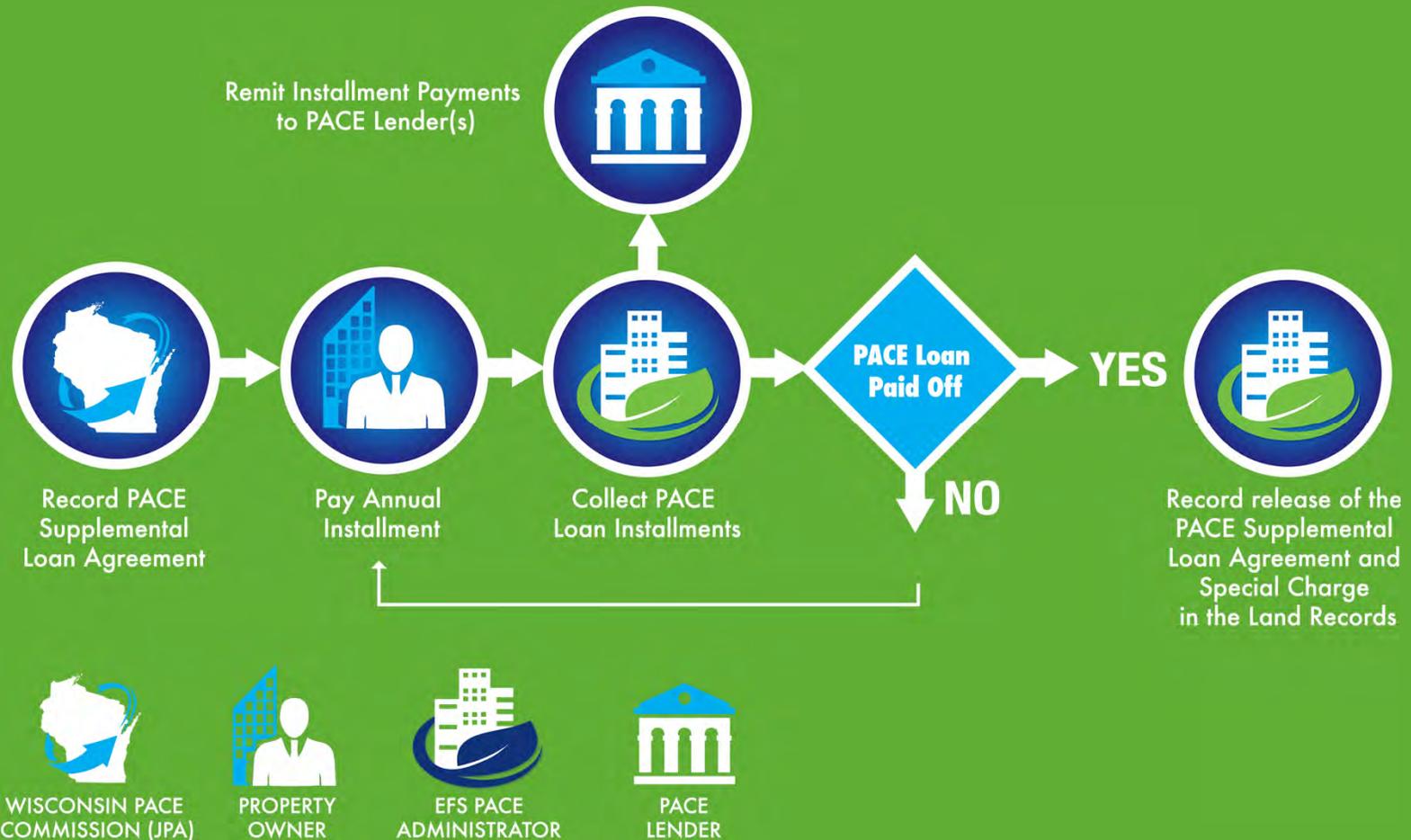
jstringer@weccusa.org



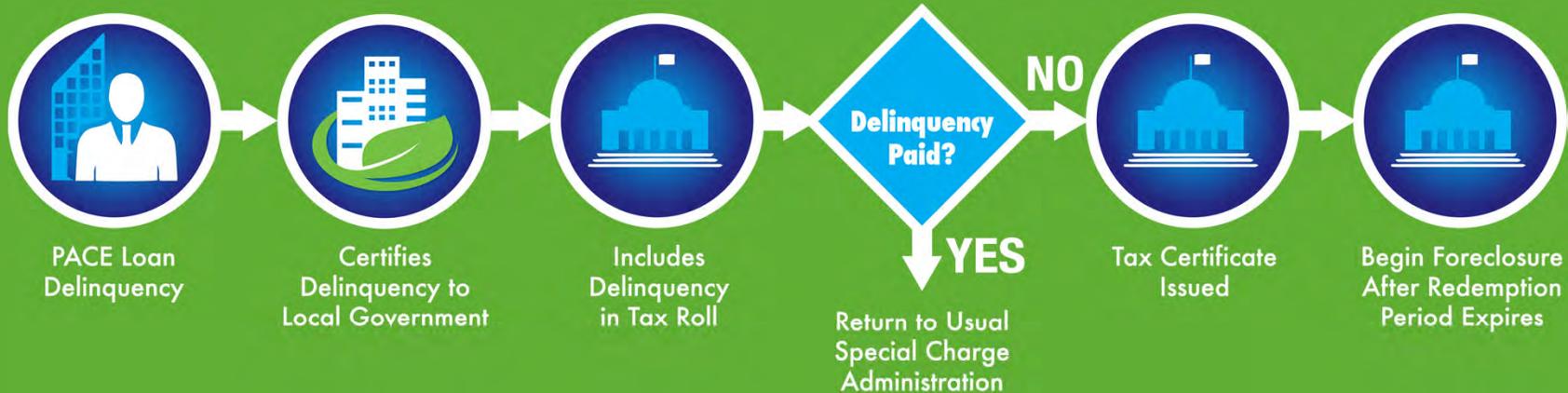
Wisconsin PACE Authority



Special Charge Administration



PACE Loan Delinquency, Collection and Foreclosure Process



PROPERTY OWNER



EFS PACE ADMINISTRATOR



LOCAL GOVERNMENT

RESOLUTION #____ - 16
RESOLUTION BY THE ADMINISTRATION COMMITTEE

Subject: Legislation Authorizing Local Exposition District Tax Supported

WHEREAS, Douglas County (the “County”) desires to further economic development in Douglas County by providing job opportunities for residents, reducing unemployment, preserving and stabilizing business activities within the County, expanding the tax base, encouraging tourism, and bringing needed capital into the County for the benefit and welfare of residents, and

WHEREAS, the County has been actively involved in economic development in order to improve the economic well-being of its citizens, and

WHEREAS, the implementation of a Local Exposition District Tax would provide a much needed economic development tool that will provide significant economic benefits to the County and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors approves the recommendation of the Administration Committee and supports the City of Superior referendum on the November 8, 2016, ballot, which asks if the Wisconsin State Legislature should pass legislation authorizing a Local Exposition District Tax to further economic development in the City of Superior.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)

(Fiscal Note: None)

An architectural rendering of a stone sign for the Douglas County Courthouse. The sign is a low, wide wall with two square pillars on either side. The text "DOUGLAS COUNTY" is on the top line and "COURTHOUSE" is on the bottom line, both in a bold, serif font. The sign is set on a reddish-brown base. In the background, there are green trees, a grassy area, and a building. Silhouettes of people are shown walking on a sidewalk in the foreground. A black lamppost is on the left, and a red banner is on the right.

**DOUGLAS COUNTY
COURTHOUSE**



DOUGLAS COUNTY
EST. 1854



EST.
1854

**DOUGLAS COUNTY
GOVERNMENT CENTER**

ANNUAL REPORT OF ACTUAL REVENUES AND EXPENDITURES

Under s.758.19(5)(e), Wis. Stats.

Report is due **May 15, 2016** for period covering **January 01, 2015 through December 31, 2015**

Failure to submit report by due date will result in penalty per s. 758.19(5)(f)&(6)(b), Wis. Stats.

1. Summary of Court Revenue

Douglas County

Revenue Source	Account Code	County Receipts Credited to Court Budgets	Court-Related Rcpts CR to Cty Non-Court Budgets	Total Revenue
Revenue from State				
Circuit Court Support Payments	4110	151,095.00	0.00	151,095.00
Guardian ad Litem (GAL) Payment	4120	39,756.00	0.00	39,756.00
Interpreter Reimbursements	4130	1,378.00	0.00	1,378.00
Child Support IV-D Revenue	4140	116,926.00	0.00	116,926.00
DOA/DOC Prisoner Revenue	4150	0.00	0.00	0.00
Other State Revenue -	4199	0.00	0.00	0.00
Other State Revenue -	4199	0.00	0.00	0.00
Total Revenue from State		\$309,155.00	\$0.00	\$309,155.00
Statutory Fines, Forfeitures, and Surcharges				
State Fines & Forfeitures (County Share)	4210	4,895.00	0.00	4,895.00
County Ordinance Forfeitures	4220	0.00	40,358.00	40,358.00
Driver Improvement Surcharge	4230	0.00	41,017.00	41,017.00
Ignition Interlock Device Surcharge (IIDS)	4235	8,511.00	0.00	8,511.00
Jail Assessment Surcharge	4240	0.00	51,685.00	51,685.00
Occupational Driver's License Surcharge	4250	20.00	0.00	20.00
State Forfeitures under ch 348	4260	7,075.00	0.00	7,075.00
State Fines and Forf under ch 341-347, 349 and 351	4270	72,102.00	0.00	72,102.00
Other Fines, Forfeitures and Surcharges -	4299	0.00	0.00	0.00
Other Fines, Forfeitures and Surcharges -	4299	0.00	0.00	0.00
Total Statutory Fines, Forfeitures, and Surcharges		\$92,603.00	\$133,060.00	\$225,663.00
Statutory Fees For Services				
Criminal & Civil Action Fees	4310	75,496.00	0.00	75,496.00
Clerk of Court Child Support Fee	4320	856.00	0.00	856.00
Occupational Driver's License Fee	4325	80.00	0.00	80.00
Family Counseling Service Fee	4330	5,207.00	0.00	5,207.00
Custody Study Fee	4333	0.00	0.00	0.00
Marriage License Fees Allocated to Fund Family Counseling Services	4335	4,420.00	0.00	4,420.00
Mediation Fee (for Family Court Counseling Services)	4337	0.00	0.00	0.00
Other Clerk of Court Fees	4340	26,003.00	0.00	26,003.00
Credit/Debit Card Fee	4341	0.00	0.00	0.00
Copy Fees (Clerk of Court & Probate)	4342	8,165.00	0.00	8,165.00
Administrative Fees	4343	2,929.00	0.00	2,929.00
Interest on Judgements	4344	1,555.00	0.00	1,555.00
Jury Demand Fee	4345	4,392.00	0.00	4,392.00
Municipal Forfeiture Fee	4346	19,835.00	0.00	19,835.00
Payment Plan Fee	4347	0.00	0.00	0.00
Probate Fees	4350	10,838.00	0.00	10,838.00
Receipt Disbursement Fee	4360	0.00	0.00	0.00
Restitution Fee 10%	4370	15.00	0.00	15.00
Restitution Admin Fee 5%	4380	0.00	0.00	0.00
Community Service Work Offset Fee	4390	0.00	0.00	0.00
Other Fees for Service Revenue - FCC Supplemental Hearing Fee	4399	2,092.00	0.00	2,092.00
Other Fees for Service Revenue -	4399	0.00	0.00	0.00
Total Statutory Fees For Services		\$161,883.00	\$0.00	\$161,883.00
Recoupment of Expenses and Other Revenue				
Recoupment of Attorney Legal Services Paid by the County	4410	12,470.00	0.00	12,470.00
Recoupment of Guardian Ad Litem Legal Services Paid by the County	4411	16,255.00	0.00	16,255.00
Recoupment of Legal Fees (SPD): DLQ, CHIPS, & JIPS	4412	803.00	0.00	803.00
Recoupment of Juvenile Custody Costs Paid by the County	4413	0.00	0.00	0.00
Recoupment of Medical/Psychological Services Paid by the County	4415	0.00	0.00	0.00
Recoupment of Electronic Monitoring Pd by the Cty	4416	0.00	0.00	0.00
Recoupment of Extradition Costs per s. 973.06(1)(a) Paid by the County	4417	0.00	0.00	0.00
Recoupment of Interpreter Services Paid by the County	4418	0.00	0.00	0.00
Recoupment of Witness Fees and Costs Paid by the County	4419	0.00	0.00	0.00
Bond/Bail Forfeitures Recovered	4420	60,573.00	0.00	60,573.00
Jury Costs Recovered	4430	0.00	0.00	0.00
Interest Eamed on Bank Accounts and Investments	4440	0.00	0.00	0.00
Service Fee	4460	584.00	0.00	584.00
Donations/DARE and Other CPO Contributions	4470	70.00	0.00	70.00
Grants	4480	0.00	0.00	0.00
Other County Revenue - Exp reimb (CD's, books, kits)	4499	1,322.00	0.00	1,322.00
Other County Revenue - DRBM	4499	2,316.00	0.00	2,316.00
Total Recoupment of Expenses and Other Revenue		\$94,393.00	\$0.00	\$94,393.00
Total Revenue		\$658,034.00	\$133,060.00	\$791,094.00

2. Summary of Court-Related Expenditures

Douglas County

Expenditure Type	Account Code	Jurors/Jury Bailiffs	Court Interpreters	Law Library/Legal Resource Center	Legal Materials for Judges	Circuit and Family Court Commissioners	Commissioner Court Reporting	Commissioner Support Staff	Other Court-Related Expenditures	All County Budgets Court Related Total Exp.
Allowable Costs under s. 758.19(5)(a), Wis. Stats										
Salaries	7000	5,901.00	0.00	0.00	0.00	84,179.00	0.00	41,053.00	527,862.00	658,995.00
Fringe Benefits	7100	431.00	0.00	0.00	0.00	27,183.00	0.00	29,436.00	212,577.00	269,627.00
Professional or Contractual Services/Third Party Per Diems:										
Medical and Other Psychological Exams	7210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,930.00	9,930.00
Court Subpoenaed Witnesses and Expert Witnesses	7220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,888.00	2,888.00
Attorneys	7230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,763.00	71,763.00
Juror Per Diem	7240	14,225.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,225.00
Other (includes court reporters per diem, interpreters, etc.)	7299	0.00	3,130.00	0.00	0.00	0.00	2,371.00	0.00	4,375.00	9,876.00
Capital Asset Acquisitions	7300	0.00	0.00	16,446.00	954.00	0.00	0.00	0.00	0.00	17,400.00
Minor Equipment-Lease/Rental	7360	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Minor Equipment Items Not Capitalized - Inventoried	7370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	7410	271.00	0.00	0.00	0.00	2,774.00	0.00	1,092.00	4,275.00	8,412.00
Postage	7420	3,498.00	0.00	0.00	0.00	870.00	0.00	0.00	14,993.00	19,351.00
Printing	7430	849.00	0.00	0.00	0.00	1.00	0.00	0.00	3,319.00	4,169.00
Materials and Supplies - Other	7440	346.00	0.00	0.00	0.00	2,505.00	0.00	0.00	14,987.00	17,838.00
Telecommunications	7500	0.00	0.00	0.00	0.00	926.00	0.00	0.00	6,679.00	7,605.00
Court Reporter Transcripts	7600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,571.00	1,571.00
Travel and Training:										
Juror Mileage or Other Travel Reimbursed	7710	10,451.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,451.00
Employee/Contractor	7720	0.00	0.00	0.00	0.00	867.00	0.00	0.00	3,798.00	4,665.00
Other	7799	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Admin and Operating Expenses NOT related to courtroom security, security personnel, rent, utilities, maintenance, and rehabilitation and/or construction of court facilities	7800	0.00	0.00	30.00	40.00	1,502.00	0.00	0.00	15,318.00	16,890.00
Department Chargebacks NOT related to courtroom security, security personnel, rent, utilities, maintenance, and rehabilitation and/or construction of court facilities	7900	0.00	0.00	0.00	0.00	4,000.00	0.00	0.00	24,358.00	28,358.00
Total Allowable Costs under s. 758.19(5)(a), Wis. Stats		\$35,962.00	\$3,130.00	\$16,476.00	\$994.00	\$124,807.00	\$2,371.00	\$71,581.00	\$918,693.00	\$1,174,014.00
Unallowable Costs under s. 758.19(5)(a)										
Courtroom Security (including security personnel)	8100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	187,664.00	187,664.00
Rent/Lease	8200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Utilities	8300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Court Facility Maintenance	8400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlays for Rehabilitation and/or Construction of Court Facilities	8500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Department Chargebacks related to courtroom security, security personnel, rent, utilities, maintenance, and rehabilitation and/or construction of court facilities	8600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Admin and Operating Expenses related to courtroom security, security personnel, rent, utilities, maintenance, and rehabilitation and/or construction of court facilities	8700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Unallowable Costs under s. 758.19(5)(a)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$187,664.00	\$187,664.00
Indirect Costs										
Indirect Costs	9000	0.00	0.00	0.00	0.00	53,226.00	0.00	0.00	265,428.00	318,654.00
Total Indirect Costs		\$0.00	\$0.00	\$0.00	\$0.00	\$53,226.00	\$0.00	\$0.00	\$265,428.00	\$318,654.00
Total Expenditures		\$35,962.00	\$3,130.00	\$16,476.00	\$994.00	\$178,033.00	\$2,371.00	\$71,581.00	\$1,371,785.00	\$1,680,332.00

3. Juror Costs Under s. 59.77(8)

Douglas County

County's Juror Daily rate	\$ 25.00
County's Juror Half-Day rate	\$ 12.50
Juror Mileage rate	\$ 0.485

4. Attorney Costs

Douglas County

	Account Code	Expenditures	Recoupments
Guardians ad Litem			
Chapters 48 & 938	9001	30,350.00	12,191.00
Chapters 51, 54, & 55	9002	10,030.00	4,064.00
Chapter 767	9003	2,082.00	0.00
Other GAL (includes Chapter 813)	9004	7,497.00	0.00
Total Guardians ad Litem		\$49,959.00	\$16,255.00
County-Paid Counsel under State v. Dean			
Criminal Defense Counsel Paid under Dean	9008	1,575.00	0.00
Other County-Paid Counsel Paid under Dean	9009	20,228.00	12,470.00
Total County-Paid Counsel under State v. Dean		\$21,804.00	\$12,470.00
Other Attorney Fees			
Other Attorney Fees - JLF	9010	0.00	803.00
Other Attorney Fees	9011	0.00	0.00
Other Attorney Fees	9012	0.00	0.00
Other Attorney Fees	9013	0.00	0.00
Other Attorney Fees	9014	0.00	0.00
Total Other Attorney Fees		\$0.00	\$803.00
Total Attorney Costs		\$71,763.00	\$29,528.00

5. Staffing Levels for County Circuit Court Budgets

Douglas County

Indicate the budgeted number of full-time equivalent (FTE) positions and the total hours worked by limited term employees (LTE) paid for by the county in the past calendar year in the following areas of the county's circuit court. If contractors provided services to the circuit court, list the total contracted hours paid for by the county in the past calendar year. It is important to list each county-funded position ONLY ONCE in the table below. **DO NOT DOUBLE COUNT POSITIONS.** See Chapter 6 of the *Circuit Court Revenue and Expenditure Uniform Chart of Accounts* for more instructions in filling out this report section.

Line No:	Circuit Court Staffing:	FTE Positions	LTE (Hours)	Contracted Hours (Not FTE)
1	Clerk of Circuit Court Office (include the Clerk of Circuit Court and other staff providing support for Circuit Court Judges but EXCLUDE judicial assistants, jury bailiffs, register in probate, circuit court commissioner(s), family court commissioner(s), court reporter(s), law clerk(s), interpreter(s) and other positions counted in rows below)	9.50	0.00	0.00
2	Judicial Assistants (report only the number of FTE positions during the past calendar year that were titled "judicial assistant", supported a judge (not a court commissioner) and performed only the job duties in the Director of State Courts judicial assistant position description per Chapter 6 of the Circuit Court Revenue and Expenditure Uniform Chart of Accounts)	2.00	0.00	0.00
3	Positions providing judicial assistance (report the percentage of FTE position(s) during the past calendar year not titled "judicial assistant" that performed judicial assistant duties for judges as described in the Director of State Courts judicial assistant position description in addition to other job duties (i.e. deputy clerk of court, court calendaring clerk, etc.). ONLY RECORD in this section that portion of FTE that was dedicated to performing judicial assistant duties. DO NOT REPORT IN THIS SECTION the percentage of FTE dedicated to performing non-judicial assistant-related duties for judges - FTE for non-judicial assistance duties should be reported elsewhere)	0.00	0.00	0.00
4	Jury Bailiffs or county positions performing jury bailiff duties DO NOT INCLUDE ANY SECURITY BAILIFFS OR BAILIFF/COURT AIDES	0.40	0.00	0.00
5	Registers in Probate Office (include the Register in Probate if not part of the Clerk of Circuit Court Office)	1.00	0.00	0.00
6	Juvenile Clerks Office (if not part of the Clerk of Circuit Court Office)	1.00	0.00	0.00
7	Circuit Court Commissioner(s)	1.00	0.00	0.00
8	County-funded Court Reporter(s) supporting Circuit Court Commissioner(s)	0.00	0.00	0.00
9	Other staff providing administrative support to Circuit Court Commissioner(s)	0.40	0.00	0.00
10	Family Court Commissioner(s)	1.00	0.00	0.00
11	County-funded Court Reporter(s) supporting Family Court Commissioner(s)	0.00	0.00	65.00
12	Other staff providing administrative support to Family Court Commissioner(s)	0.00	0.00	0.00
13	Report the staff involved with the Family Court Counseling services provided by the county. For example, mediators and social workers.	0.00	0.00	70.00
14	Law Clerk(s)	0.00	0.00	0.00
15	Interpreters providing in-court services or services in the above areas	0.00	0.00	45.00
16	Other staff providing court services in non-court budgets - Security Officers (2.5) Accountant (.1)	2.60	0.00	0.00
	Total Staffing Levels in County Court Budgets for Calendar Year	18.90	0.00	180.00

6.

Douglas County

Person Who Submitted Report	TracyJeanRuppe	Date (mm/dd/yyyy)	05-10-2016
Job Title	Accountant	Phone	715-395-1362
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