



**Amended:  
10/21/2019**

**ROCK COUNTY BOARD OF SUPERVISORS' MEETING  
THURSDAY, OCTOBER 24, 2019 – 6:00 P.M.**

**COUNTY BOARD ROOM/COURTROOM H  
FOURTH FLOOR/COURTHOUSE EAST**

**Agenda**

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES – October 10, 2019
6. PUBLIC HEARING
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
  - A. Appointment to Supervisory District #28 (Will be provided at the meeting)
  - B. Appointment to the Health Services Committee (Will be provided at the meeting)
  - C. Appointment to the Public Safety & Justice Committee (Will be provided at the meeting)
  - D. Appointments to the Ad Hoc Committee on the Future of Rock Haven
9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
10. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
11. REPORTS
  - A. ~~Update on the Groundwater Nitrate Workgroup – Tom Sweeney and Riek Wietersen~~
12. NEW BUSINESS
  - A. Supplementary Appropriations and Budget Changes - Roll Call
    - 1) Amending the 2019 Council on Aging Budget to Accept Medicare Improvements for Patients/Providers Act Grant Award
    - 2) **Authorizing Acceptance of 2019 Edward Byrne Memorial Justice Assistance Grant and Amending 2019 Budget**

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail [countyadmin@co.rock.wi.us](mailto:countyadmin@co.rock.wi.us) at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

**ROCK COUNTY BOARD OF SUPERVISORS**

**OCTOBER 24, 2019**

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- B. Contracts – Roll Call
  - 1) Awarding Contract for 2020-2022 for Waste & Recyclables Collection for Various County Buildings
  - 2) Contracting for the Replacement of the Chiller at the Diversion and UW Extension Building
  - 3) Authorizing Contracting for the Replacement of the Courthouse Cooling Tower
  - 4) Awarding Contract for Catering Services for Rock County Elderly Nutrition Program
  - 5) Approving Quit Claim Deed from WisDOT and Authorizing Other Actions Regarding Shopiere Lane Public Works Garage in the Town of Turtle
- C. Authorizing Double Fill of Chief Deputy Position
- D. Authorizing Thirteen Months and Three Days of Double Fill of One Correctional Officer Position
- E. Establishing the Rock Haven Compliance and Ethics Program
- F. Creating Section 2.204 of the Rock County Ordinances (Property Assessed Clean Energy (PACE) Financing) (Second Reading and Adoption)
- G. Approving and Authorizing the Execution of the Joint Powers Agreement Relating to Wisconsin PACE Commission

13. ADJOURNMENT

COUNTY, WISCONSIN  
Office of the Rock County Clerk  
51 South Main Street  
Janesville, WI 53545



Office: (608) 757-5660  
Fax: (608) 757-5662  
[www.co.rock.wi.us](http://www.co.rock.wi.us)

Lisa Tollefson, Rock County Clerk

PROCEEDINGS OF THE  
ROCK COUNTY BOARD OF SUPERVISORS

Janesville, Wisconsin  
October 10, 2019

The Rock County Board of Supervisors met, pursuant to adjournment on September 26, 2019, at 6:00 p.m. in the Courthouse at Janesville, Wisconsin.

Chair Podzilni called the meeting to order. Supervisor Rashkin gave the invocation.

3. Roll Call

At roll call, Supervisors Peer, Fell, Beaver, Mawhinney, Fox, Richard, Driscoll, Gustina, Bussie, Davis, Thomas, Knudson, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Bostwick, Sweeney, Owens, Brien and Podzilni were present. Supervisors Aegerter, Potter and Zajac were absent. PRESENT – 25. ABSENT – 3. VACANT – 1.

QUORUM PRESENT

4. Adoption of Agenda

Supervisors Bostwick and Owens moved the Agenda. Agenda ADOPTED as follows:

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES – September 26, 2019
6. PUBLIC HEARING
  - A. Creating Section 2.204 of the Rock County Ordinances (Property Assessed Clean Energy (PACE) Financing) (First Reading)
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
  - A. Appointments to the Land Information Council
  - B. Appointment to the Behavioral Health Redesign Steering Committee
9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
10. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
11. REPORTS
12. NEW BUSINESS
  - A. Supplementary Appropriations and Budget Changes – Roll Call
    - 1) Accepting United States Food and Drug Administration (FDA) 'Additional' Training Grant and Amending the 2019 Rock County Public Health Department Budget
    - 2) Amending the 2019 Human Services Department Budget to Accept a Community Mental Health Services Block Grant Supplemental Award for FFY 2019
  - B. Contracts – Roll Call
    - 1) Authorizing Application with Wisconsin Department of Natural Resources for County Conservation Aids Application Grant Funds

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- C. Amending Section 18.607 of the Rock County Personnel Ordinance (Adding "Just Cause" and the Standard for Discipline) (Second Reading and Adoption)
  - D. Creating an Ad Hoc Advisory Committee on the Future of Rock Haven
  - E. Requesting the Wisconsin Legislature End the Use of Personal Conviction Waivers for School and Day Care Center Immunizations
  - F. Finalizing the O'Leary Family Trust Property Agricultural Conservation Easement Donation
  - G. Presentation of 2020 Recommended Budget – County Administrator
13. ADJOURNMENT

5. Approval of Minutes – September 26, 2019

Supervisors Yeomans and Mawhinney moved to approve the minutes as submitted. ADOPTED by acclamation.

6.A. Creating Section 2.204 of the Rock County Ordinances (Property Assessed Clean Energy (PACE) Financing) (First Reading)

Public hearing opened at 6:05 p.m. Cory Neeley spoke in favor. Public hearing closed at 6:07 p.m.

7. Citizen Participation, Communications and Announcements

Billy Bob Grahn, Neil Deupree, Katie Udell, Janet LaBrie and Mark Fuller thanked the county board for their support of Indigenous Peoples' Day. Bob Buchanan and Carla Quirk spoke in favor of Ordinance Adding Just Cause as the Standard for Discipline. Supervisor Davis spoke on the Boys and Girls Club Sock Hop and Rock County Regional Business Expo. Supervisor Schulz gave dates for Beloit Farmers Market. Randy Terronez spoke on Hispanic Heritage Day.

8.A. Appointments to the Land Information Council

Position: Members of the Land Information Council  
 New Appointments: Real Property Lister (Michelle Schultz)  
 James Sandvig, Information Technology  
 Deb DeWitt, C21 Affiliated

Effective Date: October 10, 2019

Supervisors Beaver and Sweeney moved the above appointments. ADOPTED by acclamation.

8.B. Appointment to the Behavioral Health Redesign Steering Committee

Position: Member of the Behavioral Health Redesign Steering Committee  
 Appointment: Kelsey Cordova, Public Health Department  
 Effective Date: October 10, 2019

Supervisors Peer and Homan moved the above appointments. ADOPTED by acclamation.

12.A.1. Accepting United States Food and Drug Administration (FDA) 'Additional' Training Grant and Amending the 2019 Rock County Public Health Department Budget Resolution No. 19-10A-332

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 10th day of October, 2019 does hereby authorize the Rock County Public Health Department to accept this grant in the amount of \$2,275, and amend the 2019 Rock County Public Health Department Budget as follows:

Account/Description	Budget 10/1/19	Increase (Decrease)	Amended Budget
Source of Funds			
31-3041-0000-42100			
Federal Aid	-0-	\$2,275	\$2,275
Use of Funds			
31-3041-0000-63100			
Administrative Expense	-0-	\$2,275	\$2,275

Supervisors Peer and Owens moved the above resolution. ADOPTED on the following roll call vote.  
 Supervisors Peer, Fell, Beaver, Mawhinney, Fox, Richard, Driscoll, Gustina, Bussie, Davis, Thomas,

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Knudson, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Bostwick, Sweeney, Owens, Brien and Podzilni voted in favor. Supervisors Aegerter, Potter and Zajac were absent.  
 AYES – 25. NOES – 0. ABSENT – 3. VACANT – 1.

12.A.2. Amending the 2019 Human Services Department Budget to Accept a Community Mental Health Services Block Grant Supplemental Award for FFY 2019 Resolution No. 19-10A-333

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 10th day of October, 2019 does hereby authorize the acceptance of the Community Mental Health Services Block Grant Supplemental Award for FFY 2019; and, BE IT FURTHER RESOLVED, that the Human Services Department budget for 2019 be amended as follows:

Account/Description	Budget 8/1/19	Increase (Decrease)	Amended Budget
Source of Funds			
36-3661-2019-42100 Federal Aid	\$0	\$35,002	\$35,002
Use of Funds			
36-3661-2019-68208 Allocated Outpatient	\$0	\$35,002	\$35,002

Supervisors Knudson and Thomas moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Fell, Beaver, Mawhinney, Fox, Richard, Driscoll, Gustina, Bussie, Davis, Thomas, Knudson, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Bostwick, Sweeney, Owens, Brien and Podzilni voted in favor. Supervisors Aegerter, Potter and Zajac were absent.  
 AYES – 25. NOES – 0. ABSENT – 3. VACANT – 1.

12.B.1. Authorizing Application with Wisconsin Department of Natural Resources for County Conservation Aids Application Grant Funds Resolution No. 19-10A-335

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors, this 10th day of October, 2019, does hereby authorize to expend the funds appropriated and the funds to be received from the State of Wisconsin for the improvement of the fish and wildlife habitat projects, and to operate and maintain or to cause to be operated and maintained the project for its intended purpose. BE IT FURTHER RESOLVED that the Rock County Board of Supervisors authorizes the Parks Manager to act on behalf of Rock County to submit a state grant application to the Wisconsin Department of Natural Resources (DNR) for 2019 financial aid for county fish and wildlife habitat projects; sign documents; and the necessary action to undertake, direct and complete the approved projects. Supervisors Bussie and Driscoll moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Fell, Beaver, Mawhinney, Fox, Richard, Driscoll, Gustina, Bussie, Davis, Thomas, Knudson, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Bostwick, Sweeney, Owens, Brien and Podzilni voted in favor. Supervisors Aegerter, Potter and Zajac were absent.  
 AYES – 25. NOES – 0. ABSENT – 3. VACANT – 1.

12.C. Amending Section 18.607 of the Rock County Personnel Ordinance (Adding “Just Cause” as the Standard for Discipline) (Second Reading) Resolution No. 19-9B-320

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 10th day of October, 2019 does ordain that Chapter 18, Section 6 of the Rock County Ordinances shall be amended. Supervisors Brien and Homan moved the above resolution. ADOPTED by acclamation with one dissenting vote.

12.D. Creating an Ad Hoc Advisory Committee on the Future of Rock Haven Resolution No. 19-9B-328

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 10th day of October, 2019, does hereby establish an Ad Hoc Committee on the Future of Rock Haven to ~~consider whether Rock County should sell Rock Haven nursing home to be completed in two phases.~~ Phase I will review the workplace climate, culture, and practices at Rock Haven Nursing Home. Phase II will consider the range of potential opportunities to improve services to residents, which may include

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realigning current resources, collaborating with other organizations in a regional or public-private model, transferring ownership, or other options as identified by the Committee.

BE IT FURTHER RESOLVED, that the Rock Haven Study Committee shall be provided administrative support from the County Administrator and Human Resources Department as needed and requested, and is further authorized to explore the retention of an external firm to assist with the study of Rock Haven Nursing Home.

BE IT FURTHER RESOLVED, that the Ad Hoc Committee shall be composed of seven members to include one up to two members of the Health Service Committee five County Board Supervisors and two community members appointed by the Chair of the Rock County Board of Supervisors.

BE IT FURTHER RESOLVED, that the Ad Hoc Committee will dissolve upon submission of a report to the Rock County Board of Supervisors.

Supervisors Richard and Rashkin moved to substitute the resolution listed above. Substituting the resolution was APPROVED by acclamation with one dissenting vote. Supervisors Richard and Rashkin moved the substituted resolution. APPROVED by acclamation.

12.E. Requesting the Wisconsin Legislature End the Use of Personal Conviction Waivers for School and Day Care Center Immunizations Resolution No. 19-10A-336

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 10th day of October, 2019 respectfully requests that the Wisconsin Legislature end the use of personal conviction waivers for school and day care center immunization requirements.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Governor of Wisconsin, Wisconsin state legislators, WPHA, WALHDAB, Wisconsin Counties Association, and other organizations as appropriate.

Supervisors Peer and Rynes moved the above resolution. ADOPTED by acclamation.

12.F. Finalizing the O'Leary Family Trust Property Agricultural Conservation Easement Donation Resolution No. 19-10A-337

NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this 10th day of October, 2019, do by enactment of this Resolution authorizes and accepts the donated Agricultural Conservation Easement on the O'Leary Family Trust properties and authorizes the LCD to undertake final necessary activities identified therein and obligate necessary funds to complete said activities.

BE IT FURTHER RESOLVED, the County Board Chair and/or the County Clerk will act as the County's agent(s) for closing of said easement.

Supervisors Bostwick and Yeomans moved the above resolution. ADOPTED by acclamation.

12.G. Presentation of 2020 Recommended Budget

County Administrator Josh Smith gave a presentation of the 2020 recommended budget.

13. Adjournment

Supervisors Fox and Bussie moved to adjourn at 7:36 p.m. to Thursday, October 24, 2019 at 6:00 p.m. ADOPTED by acclamation.



Prepared by Lisa Tollefson, County Clerk  
NOT OFFICIAL UNTIL APPROVED BY THE COUNTY BOARD.

**APPOINTMENTS TO THE AD HOC ADVISORY COMMITTEE ON THE  
FUTURE OF ROCK HAVEN**

**POSITIONS:** Members of the Ad Hoc Committee on the Future of Rock Haven

**AUTHORITY:** County Board Resolution #19-9B-328

**TERM:** Will Dissolve upon Submission of a Report to the County Board of Supervisors

**PER DIEM:** For County Board Supervisors Only  
(Per Board Rule IV.J.)

**CONFIRMATION:** Yes, by County Board of Supervisors

**APPOINTMENTS:** Supervisor Mary Mawhinney (Chair)  
Supervisor Henry Brill  
Supervisor Kevin Leavy  
Supervisor Yuri Rashkin  
Supervisor Rick Richard

Ron Combs  
29 Campus Lane  
Janesville, WI

**EFFECTIVE DATE:** October 24, 2019

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Education, Veterans & Aging  
Services Committee  
INITIATED BY



Paula Schutt, Director of Council  
on Aging  
DRAFTED BY

Education, Veterans & Aging  
Services Committee  
SUBMITTED BY

September 25, 2019  
DATE DRAFTED

**AMENDING THE 2019 COUNCIL ON AGING BUDGET TO ACCEPT MEDICARE  
IMPROVEMENTS FOR PATIENTS/PROVIDERS ACT GRANT AWARD**

1 **WHEREAS**, the Council on Aging has been awarded funds from the Wisconsin Department of Health  
2 Services to administer the Medicare Improvements for Patients/Providers Act Program that provides  
3 educational services to seniors to improve patient-medical provider relationships; and,  
4  
5 **WHEREAS**, the state notified the County after adoption of the 2019 budget of the grant award.  
6  
7 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled  
8 this \_\_\_\_\_ day of \_\_\_\_\_, 2019 does hereby amend the 2019 Rock County Council on  
9 Aging budget as follows:

<u>Account/Description</u>	<u>Budget at 10/01/2019</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Source of Funds</u>			
30-3954-0000-42200 State Aid	\$ -0-	\$11,220	\$11,220
<u>Use of Funds</u>			
30-3954-0000-62626 Program Services	\$ -	\$11,220	\$11,220

Respectfully submitted,

EDUCATION, VETERANS AND AGING SERVICES  
COMMITTEE

FINANCE COMMITTEE  
ENDORSEMENT

*Rick Riehard*  
Rick Riehard, Chair

Reviewed and approved on a vote of  
4-0

*Phil Owens*  
Phil Owens, Vice Chair

*Mary Mawhinney*  
Mary Mawhinney, Chair

*Tom Brien*  
Tom Brien

*Craig Frankle*  
Craig Frankle

*absent*  
Kevin Leavy

19-10B-338



AMENDING THE 2019 COUNCIL ON AGING BUDGET TO ACCEPT MEDICARE  
IMPROVEMENTS FOR PATIENTS/PROVIDERS ACT PROGRAM GRANT AWARD  
PAGE 2

FISCAL NOTE:

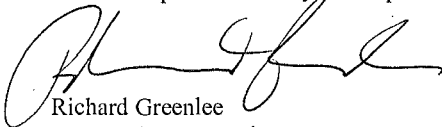
This resolution authorizes the acceptance and expenditure of \$11,220 in state aid to administer the Medicare Improvements for Patient/Providers Act Program. No County matching funds are required.



Sherry Oja  
Finance Director

LEGAL NOTE:

The County Board is authorized to accept grant funds pursuant to sec. 59.52(19), Wis. Stats. As an amendment to the adopted 2019 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.



Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

## EXECUTIVE SUMMARY

Rock County Council on Aging was notified after adoption of the 2019 budget of a grant for medical improvement patient/provider services from the Wisconsin Department of Health Services. This grant reimburses the department's Benefits Specialist to provide education to seniors on Medicare patient/provider relationships. This is the 2<sup>nd</sup> year of the program funding and has greatly enhanced the seniors understanding of medical provider relationships.

No cash match is required.

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Sheriff Troy Knudson  
INITIATED BY



Diane Michaelis  
DRAFTED BY

Public Safety and Justice Committee  
SUBMITTED BY

September 30, 2019  
DATE DRAFTED

**AUTHORIZING ACCEPTANCE OF 2019 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT AND AMENDING 2019 BUDGET**

1 **WHEREAS**, the Rock County Sheriff's Office, the Beloit Police Department, and the Janesville Police  
2 Department have been jointly awarded an Edward Byrne Memorial Justice Assistance Grant, by the Office  
3 of Justice Programs, at the United States Department of Justice, in the amount of \$31,274; and,  
4

5 **WHEREAS**, the three agencies have a written agreement that specifies the distribution of funds (Rock  
6 County Sheriff's Office-\$6,274, Beloit Police Department-\$13,100, Janesville Police Department-  
7 \$11,900); and,  
8

9 **WHEREAS**, the written agreement designates the Rock County Sheriff's Office the fiscal agent; and,  
10

11 **WHEREAS**, the funds will be used in accordance with the grant application to purchase equipment and  
12 to support activities to prevent and control crime; and,  
13

14 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled  
15 this \_\_\_\_\_ day of \_\_\_\_\_, 2019, does approve and authorize the acceptance of the 2019  
16 Edward Byrne Memorial Justice Assistance Grant; and,  
17

18 **BE IT FURTHER RESOLVED**, that the Chair of the Rock County Board of Supervisors is authorized  
19 to accept all funds on behalf of the County of Rock, the City of Beloit, and the City of Janesville; and,  
20

21 **BE IT FURTHER RESOLVED**, that the Sheriff's Office's budget for 2019 be amended as follows:  
22  
23

Account/ Description	Budget 09/30/19	Increase (Decrease)	Amended Budget
<u>Source of Funds</u>			
21-2160-2019-42100 Federal Aid	\$0	\$31,274	\$31,274
<u>Use of Funds</u>			
21-2160-2019-63904 Policing and First Aid Supplies	\$0	\$6,274	\$6,274
21-2160-2019-69501 Aid to Localities	\$0	\$25,000	\$25,000

19-10B-348

**AUTHORIZING ACCEPTANCE OF 2019 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT AND AMENDING 2019 BUDGET**

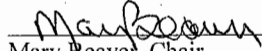
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Respectfully submitted,

PUBLIC SAFETY AND JUSTICE COMMITTEE

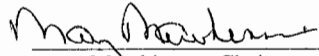
FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of

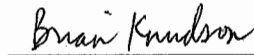
  
Mary Heaver, Chair

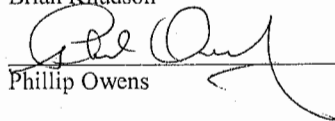
3-0

  
Terry Fell

  
Mary Mawhinney, Chair

Vacant

  
Brian Knudson

  
Phillip Owens

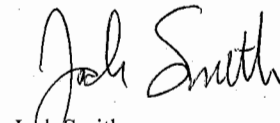
FISCAL NOTE:

This resolution authorizes the acceptance and expenditure of \$32,594 in federal aid that will be split between the County, C-Beloit and C-Janesville. No County funds are required.

  
Sherry Oja  
Finance Director

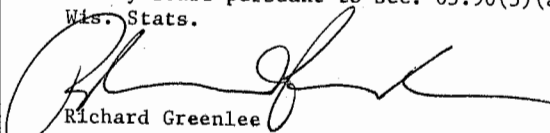
ADMINISTRATIVE NOTE:

Recommended.

  
Josh Smith  
County Administrator

LEGAL NOTE:

The County Board is authorized to accept grant funds pursuant to sec. 59.52(19), Wis. Stats. As an amendment to the adopted 2019 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

  
Richard Greenlee  
Corporation Counsel

**AUTHORIZING ACCEPANCE OF 2019 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT AND AMENDING 2019 BUDGET**

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**Executive Summary**

The Rock County Sheriff's Office, the Beloit Police Department, and the Janesville Police Department have been jointly awarded an Edward Byrne Memorial Justice Assistance Grant (JAG). The grant is awarded by the Office of Justice Programs at the United States Department of Justice. The award is in the amount of \$31,274.

The three agencies have a written agreement that specifies the distribution of funds. The Rock County Sheriff's Office will be the fiscal agent. There is no local match.

Rock County Sheriff's Office	\$6,274
Beloit Police Department	\$13,100
Janesville Police Department	<u>\$11,900</u>
Total	\$31,274

The funds will be used in accordance with the grant application to purchase equipment and to support activities to prevent and control crime.

The award documents are for the 2019 JAG program. The Sheriff's Office's budget will be amended to accept the funds.

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee  
INITIATED BY



Brent Sutherland- Director-  
Facilities Management  
DRAFTED BY

General Services Committee  
SUBMITTED BY

October 3, 2019  
DATE DRAFTED

**Awarding Contract for 2020-2022 for Waste & Recyclables Collection  
for Various County Buildings**

- 1 **WHEREAS**, Facilities Management Department has multiple size compactors and dumpsters for the
- 2 waste and recyclables collection at various County buildings, and;
- 3
- 4 **WHEREAS**, the Purchasing Division solicited sealed bids from qualified waste collection contractors for
- 5 a 3-year contract starting January 1, 2020, based on a cost per ton and per pull rate, and;
- 6
- 7 **WHEREAS**, all bids were reviewed by Facilities Management and Purchasing staff with the
- 8 recommendation to award the contract to Badgerland Disposal of Milton, Wisconsin.
- 9
- 10 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
- 11 this \_\_\_\_\_ day of \_\_\_\_\_, 2019 that a contract for 2020 through 2022 for waste
- 12 and recyclable collection be awarded to Badgerland Disposal of Milton, Wisconsin, based on the terms
- 13 and conditions set forth in Invitation to Bid #2020-06.

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill, Chair

Jeremy Zajac, Vice Chair

Robert Potter

Tom Brien

Yuri Rashkin

FISCAL NOTE:

Funds will need to be included in the FY2020-FY2022 budgets for the cost of these services.

Sherry Oja  
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. Requires the project to be let to the lowest responsible bidder.

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith  
County Administrator

Richard Greenlee  
Corporation Counsel

19-10B-339

Awarding Contract for 2020-2022 for Waste & Recyclables Collection for Various County Buildings  
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*EXECUTIVE SUMMARY*

Awarding the 2020-2022 Contract for Waste & Recyclables Collection for  
Several Rock County Facilities

Rock County contracts out for waste and recyclable collection for several buildings managed by Facilities Management and the Southern Wisconsin Regional Airport. The Purchasing Division solicited bids for 2020, 2021 & 2022.

The Purchasing Manager and Facilities Management Director reviewed all bids received to make sure that they met the specifications. The Purchasing Manager and the Facilities Management Director recommend awarding the 2020 through 2022 contract for waste and recycling collection to Badgerland Disposal of Milton, Wisconsin.



**BID SUMMARY FORM**

**BID NUMBER**        #2020-06  
**BID NAME**         WASTE COLLECTION FOR VARIOUS ROCK COUNTY BUILDINGS  
**BID DUE DATE**    OCTOBER 1, 2019 – 1:30 P.M.  
**DEPARTMENT**    ROCK COUNTY FACILITES MANAGEMENT

<b>2020 WASTE</b>	<b>BADGERLAND DISPOSAL MILTON WI</b>	<b>ADVANCED DISPOSAL JANESVILLE WI</b>	<b>WASTE MANAGEMENT MADISON WI</b>
30-YARD LEASED WASTE COMPACTOR	245.00	294.78	1,175.00
COST PER PULL/HAULING COMPACTOR	75.00	78.00	128.00
DISPOSAL COST	44.00	45.00	33.00
COST-PICKUP/HAULING-2 YD	5.00	6.50	41.90
COST-PICKUP/HAULING-4 YD	10.00	13.00	64.39
COST-PICKUP/HAULING-6 YD	15.00	19.50	88.24
COST-PICKUP/HAULING-8 YD	20.00	26.00	106.22
COST-PICKUP/HAULING-30 YD	65.00	352.50	280.00
<b>2020 RECYCLABLE</b>			
30-YARD LEASED CO-MINGLE COMPACTOR	245.00	214.00	1,175.00
COST PER PULL/HAUL COMPACTOR	125.00	137.00	139.00
COST-PICKUP/HAULING-2 YD	5.00	6.50	46.20
COST-PICKUP/HAULING-6 YD	8.00	19.50	86.95
COST-PICKUP/HAULING-8 YD	10.00	26.00	101.08



<b>2021 WASTE</b>	<b>BADGERLAND DISPOSAL MILTON WI</b>	<b>ADVANCED DISPOSAL JANESVILLE WI</b>	<b>WASTE MANAGEMENT MADISON WI</b>
30-YARD LEASED WASTE COMPACTOR	245.00	300.68	1,175.00
COST PER PULL/HAULING COMPACTOR	76.00	79.56	134.40
DISPOSAL COST	45.00	45.50	33.00
COST-PICKUP/HAULING-2 YD	5.25	6.63	43.99
COST-PICKUP/HAULING-4 YD	10.50	13.26	67.61
COST-PICKUP/HAULING-6 YD	15.75	19.89	92.65
COST-PICKUP/HAULING-8 YD	21.00	26.52	111.53
COST-PICKUP/HAULING-30 YD	66.00	359.55	294.00
<b>2021 RECYCLABLE</b>			
30-YARD LEASED CO-MINGLE COMPACTOR	245.00	218.28	1,175.00
COST PER PULL/HAUL COMPACTOR	126.00	139.74	146.00
COST-PICKUP/HAULING-2 YD	5.25	6.63	48.51
COST-PICKUP/HAULING-6 YD	8.50	19.89	91.30
COST-PICKUP/HAULING-8 YD	11.00	26.52	106.13
<b>2022 WASTE</b>	<b>BADGERLAND DISPOSAL MILTON WI</b>	<b>ADVANCED DISPOSAL JANESVILLE WI</b>	<b>WASTE MANAGEMENT MADISON WI</b>
30-YARD LEASED WASTE COMPACTOR	245.00	306.69	1,175.00
COST PER PULL/HAULING COMPACTOR	77.00	81.15	141.12
DISPOSAL COST	46.00	46.82	33.00
COST-PICKUP/HAULING-2 YD	5.50	6.76	46.19
COST-PICKUP/HAULING-4 YD	11.00	13.53	70.99
COST-PICKUP/HAULING-6 YD	16.50	20.29	97.28
COST-PICKUP/HAULING-8 YD	22.00	27.05	117.11
COST-PICKUP/HAULING-30 YD	67.00	366.74	308.70
<b>2022 RECYCLABLE</b>			
30-YARD LEASED CO-MINGLE COMPACTOR	245.00	222.65	1,175.00
COST PER PULL/HAUL COMPACTOR	127.00	142.74	153.30
COST-PICKUP/HAULING-2 YD	5.50	6.76	50.94
COST-PICKUP/HAULING-6 YD	9.00	20.29	95.87
COST-PICKUP/HAULING-8 YD	12.00	27.05	111.44

Invitation to Bid was advertised in the Beloit Daily News and on the Internet. One additional vendors were solicited that did not respond.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: Badgerland Disposal

*Bret Smith*  
SIGNATURE

10-4-19  
DATE

GOVERNING COMMITTEE APPROVAL:

*Henry B. ...*  
CHAIR

5-0  
VOTE

10/15/19  
DATE

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee  
INITIATED BY



Brent Sutherland  
DRAFTED BY

General Services Committee  
SUBMITTED BY

Sept 25, 2019  
DATE DRAFTED

Contracting for the Replacement of the Chiller at the Diversion and UW Extension Building

- 1 **WHEREAS**, funds were included in the 2019 budget to replace the chiller for the Diversion and UW
- 2 Extension building; and,
- 3
- 4 **WHEREAS**, the heating and air conditioning systems are a shared central system with the two buildings;
- 5 and,
- 6
- 7 **WHEREAS**, the air conditioning system is beyond its useful life and is being replaced with an new high
- 8 efficient air cooled chiller; and,
- 9
- 10 **WHEREAS**, specifications were completed and bid out with four contractors responding; and,
- 11
- 12 **WHEREAS**, the lowest most responsible and responsive bidder is Sun Mechanical, LLC.
- 13
- 14 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 15 this \_\_\_\_\_ day of \_\_\_\_\_, 2019, does hereby issue a purchase order to Sun Mechanical LLC
- 16 of Footville, Wisconsin, in the amount of \$115,000 for the replacement of the Chiller.
- 17
- 18 **BE IT FURTHER RESOLVED**, that an \$11,000 contingency also be approved to cover any
- 19 unforeseen items.

Respectfully submitted,

GENERAL SERVICES COMMITTEE:

Henry Brill, Chair

Jeremy Zajac, Vice Chair

Yuri Rashkin

Robert Potter

Tom Brien

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith  
County Administrator

FISCAL NOTE:

Funds were included in the FY2019 budget for the cost of this project. This project is being funded by sales tax revenue.

Sherry Oja  
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. Requires the project to be let to the lowest responsible bidder.

Richard Greenlee  
Corporation Counsel

19-10B-340

## Executive Summary

### Contracting for the replacement of the Chiller at the Diversion and UW Extension Building

The Resolution before you authorizes a contract with Sun Mechanical LLC, of Footville, Wisconsin, to install a new high efficient air cooled chiller at the Diversion and UW Extension building for \$115,000, plus an \$11,000 contingency. The chiller is beyond its useful life. The Diversion and UW Extension buildings share the heating and cooling system. The current chiller was installed in 1967.

**ORIGINAL**



**BID SUMMARY FORM**

**BID NUMBER** 2019-29  
**BID NAME** CHILLER REPLACEMENT – DIVERSION BUILDING  
**BID DUE DATE** SEPTEMBER 25, 2019 – 1:30 P.M.  
**DEPARTMENT** FACILITIES MANAGEMENT

	SUN MECHANICAL FOOTVILLE WI	JOHNSON CONTROLS MADISON WI	ILLINGWORTH-KILGUST WEST ALLIS WI	BUTTERS-FETTING JANESVILLE WI
BASE BID TRANE BRAND	\$ 115,000.00	\$ 130,350.00	\$ 144,408.00	\$ 181,500.00
ALTERNATE CARRIER BRAND	\$ 122,000.00	\$ 124,500.00	\$ 138,927.00	NO BID
BID BOND	YES	YES	YES	YES
ADDENDUM	YES	YES	YES	YES
START DATE	10/21/19	11/1/19	10/21/19	11/30/19
COMPLETION	1/6/20	4/15/20	1/31/20	1/15/20

Invitation to Bid was advertised in the Beloit Daily News and on the Internet. Five additional vendors were solicited that did not respond. One bid was submitted without the required Bid Bond and therefore could not be accepted.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: Sun Mechanical

[Signature] 10-9-19  
SIGNATURE DATE

GOVERNING COMMITTEE APPROVAL: [Signature] 5-0  
CHAIR VOTE 10/15/19  
DATE

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee  
INITIATED BY



Brent Sutherland  
DRAFTED BY

General Services Committee  
SUBMITTED BY

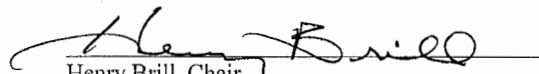
October 7, 2019  
DATE DRAFTED

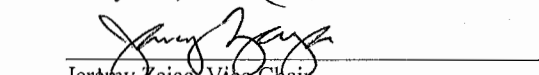
**Authorizing Contracting . . . : For the Replacement of the Courthouse Cooling Tower**

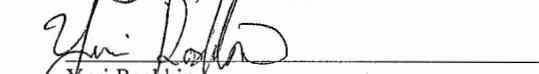
- 1 **WHEREAS**, funds were included in the 2019 budget to replace the 20-year old Baltimore Air Coil
- 2 cooling tower at the Courthouse; and,
- 3
- 4 **WHEREAS**, the cooling tower is in need of replacement and has reached it life expectancy; and,
- 5
- 6 **WHEREAS**, specifications were developed and bids were solicited with 4 contractors responding, with
- 7 Sun Mechanical LLC of Footville, WI was the lowest most responsive and responsible bidder.
- 8
- 9 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 10 this \_\_\_\_\_ day of \_\_\_\_\_, 2019, approve contracting with Sun Mechanical LLC of
- 11 Footville WI in the amount of \$95,000 for the replacement of the Courthouse cooling tower.
- 12
- 13 **BE IT FURTHER RESOLVED**, that a \$2,200 contingency also be approved to cover any unforeseen
- 14 items.

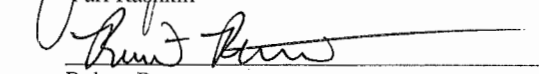
Respectfully submitted,

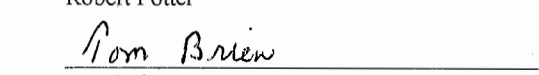
GENERAL SERVICES COMMITTEE

  
Henry Brill, Chair

  
Jeremy Zajac, Vice Chair

  
Yuri Rashkin

  
Robert Potter

  
Tom Brien

FISCAL NOTE:

Funds were included in the FY2019 budget for the cost of this project. This project is being funded by sales tax revenue.


  
Sherry Oja  
Finance Director

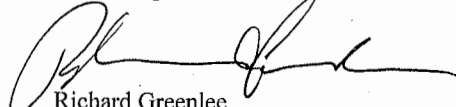
LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. Requires the project to be let to the lowest responsible bidder.

ADMINISTRATIVE NOTE:

Recommended.

  
Josh Smith  
County Administrator

  
Richard Greenlee  
Corporation Counsel

19-10B-341

## **Executive Summary**

### **Replacement of the Courthouse Cooling Tower**

The Resolution before you authorizes contracting with Sun Mechanical LLC, of Footville, Wisconsin, to replace the Courthouse Cooling tower for \$95,000 plus a \$2,200 contingency. The cooling tower has been repaired several times and is at the end of its useful life. Bids were solicited with 4 contractors responding.

**ORIGINAL**



**BID SUMMARY FORM**

**BID NUMBER** 2019-30  
**BID NAME** COURTHOUSE COOLING TOWER REPLACEMENT  
**BID DUE DATE** OCTOBER 7, 2019 – 1:30 P.M.  
**DEPARTMENT** FACILITIES MANAGEMENT

	<b>SUN MECHANICAL</b> FOOTVILLE WI	<b>ILLINGWORTH KILGUST</b> WEST ALLIS WI	<b>JOHNSON CONTROLS</b> MADISON WI	<b>TRICOR MECHANICAL</b> JANESVILLE WI
<b>BASE BID</b>	<b>\$ 95,000.00</b>	<b>\$ 114,680.00</b>	<b>\$ 115,000.00</b>	<b>\$ 117,300.00</b>
<b>BID BOND</b>	YES	YES	YES	YES
<b>ADDENDA</b>	YES	YES	YES	YES
<b>START DATE</b>	12/19/2019	1/1/2020	12/15/2019	11/4/2019
<b>COMPLETION</b>	1/19/2020	3/31/2020	1/31/2020	1/31/2020

Invitation to Bid was advertised in the Beloit Daily News and on the Internet. Four additional vendors were solicited that did not respond.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: Sun Mechanical

[Signature] 10-7-19  
SIGNATURE DATE

GOVERNING COMMITTEE APPROVAL: [Signature] 10/15/19  
CHAIR 5-0 DATE  
VOTE



**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Education, Veterans & Aging  
Services Committee  
INITIATED BY



Paula Schutt  
DRAFTED BY

Education, Veterans & Aging  
Services Committee  
SUBMITTED BY

October 2, 2019  
DATE DRAFTED

**AWARDING CONTRACT FOR CATERING SERVICES  
FOR  
ROCK COUNTY ELDERLY NUTRITION PROGRAM**

1 **WHEREAS**, Rock County provides approximately 65,500 meals annually to older adults through the  
2 Elderly Nutrition Program's five congregate meal sites and the home delivered meal service; and,  
3  
4 **WHEREAS**, Rock County contracts for the preparation and delivery of congregate and home delivered  
5 meals provided through the Elderly Nutrition Program; and,  
6  
7 **WHEREAS**, the Rock County Purchasing Division did advertise and solicit Proposals from food service  
8 providers for catering services for 2020 through 2022 with options for renewal in 2023 and 2024 (with  
9 results attached); and,  
10  
11 **WHEREAS**, Purchasing and Council on Aging staff reviewed the proposal received from Best Events  
12 Catering of Janesville, Wisconsin and determined it was a responsive and responsible proposal which  
13 meets the requirements of the County.  
14  
15 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled  
16 this \_\_\_\_\_ day of \_\_\_\_\_, 2019, that a contract for the Elderly Nutrition Program Food  
17 Preparation and Delivery be awarded to Best Events Catering of Janesville, Wisconsin under the terms  
18 and conditions set forth in Request for Proposal #2020-01 at the rate of \$5.55 per meal for 2020, \$5.95  
19 per meal for 2021 and \$6.46 per meal for 2022. The contract also allows for two one-year contract  
20 extensions (2023 & 2024) at a cost not to exceed the CPI.

19-10B-342

Respectfully submitted,

EDUCATION, VETERANS & AGING SERVICES COMMITTEE

*R. Richard*  
Rick Richard, Chair

*Tom Brien*  
Tom Brien

*Craig Gramke*  
Craig Gramke

*Phillip Owens*  
Phillip Owens

*absent*  
Kevin Leavy

AWARDING CONTRACT FOR CATERING SERVICES FOR ROCK COUNTY ELDERLY  
NUTRITION PROGRAM

Page 2

FISCAL NOTE:

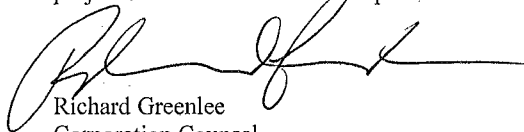
Funds will need to be included in the FY 2020 budget for this contract.



Sherry Oja  
Finance Director

LEGAL NOTE:

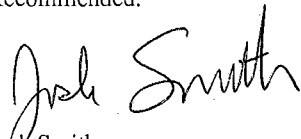
The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. requires the project to be let to the lowest responsible bidder.



Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

## Executive Summary

Rock County receives Older Americans Act funding to provide congregate and home delivered meal services to older residents. The Elderly Nutrition Program is administered through the Rock County Council on Aging and provides approximately 65,500 meals annually.

The Nutrition Program contributes significantly in assisting older persons to remain healthy, active, and independent in their own homes and communities. Because of the level of contact, and because of the intrinsic relationship between nutrition and good health, the elderly nutrition program is a vital link in any effort aimed at nutrition-related prevention and health promotion.

The Rock County Nutrition Program operates five congregate dining centers throughout the County, serving Monday through Friday. Meals are provided through a contracted caterer, using menus approved by a registered dietitian. In addition to providing a nutritious meal and socialization, the program offers other nutrition-related services, e.g. outreach, access, nutrition education, and health promotion.

The congregate dining centers in Clinton, Milton and Evansville serve as drop-off points for the home delivered meal program. Rock County also provides meal delivery to rural residents as well as eligible residents of Janesville.

Proposals were solicited from food service providers with one vendor responding. Purchasing and Council on Aging staff reviewed this response from Best Events Catering of Janesville, Wisconsin for compliance with the specifications.

This resolution awards the contract to Best Events for 2020 through 2022 with the option to renew for years 2023 and 2024.

ROCK COUNTY, WISCONSIN  
FINANCE DIRECTOR

PURCHASING DIVISION



PROJECT NUMBER: #2020-01  
 PROJECT NAME: CATERING SERVICES  
 PROPOSAL DUE DATE: OCTOBER 1, 2019 – 12:00 NOON  
 FOR DEPARTMENT: COUNCIL ON AGING-NUTRITION

	BEST EVENTS JANESVILLE WI
2020 COST PER MEAL	5.55
2021 COST PER MEAL REGULAR	5.95
2022 COST PER MEAL REGULAR	6.46
TOTAL COST 2020	\$ 363,525.00
TOTAL COST 2021	\$ 389,725.00
TOTAL COST 2022	\$ 423,130.00
<b>TOTAL 3 YEAR CONTRACT</b>	<b>\$ 1,176,380.00</b>
INCREASE 2023	NOT MORE THAN THE CPI
INCREASE 2024	NOT MORE THAN THE CPI

\*\*TOTAL ANNUAL COST IS BASED ON 65,500 MEALS.

Request for Proposals was advertised in the Beloit Daily News and on the Internet. Two additional vendors were solicited that did not respond.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: Best Events

Paula Schutt

SIGNATURE

10/2/19  
DATE

GOVERNING COMMITTEE APPROVAL:

R. Smith

CHAIR

4-0

VOTE

10/15/19  
DATE

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Rich Greenlee, Corporation Counsel  
INITIATED BY



Rich Greenlee,  
Corporation Counsel  
DRAFTED BY

General Services Committee &  
County Board Staff Committee  
SUBMITTED BY

October 15, 2019  
DATE DRAFTED

**APPROVING QUIT CLAIM DEED FROM WISDOT AND AUTHORIZING OTHER  
ACTIONS REGARDING SHOPIERE LANE PUBLIC WORKS GARAGE IN THE TOWN OF  
TURTLE**

- 1 **WHEREAS**, Resolution #19-6B-267 and Resolution #2019-9A-302 authorized the purchase of property
- 2 at 3503 E. Shopiere Lane (Parcel #6-19-97A) to establish a Rock County Public Works Garage in
- 3 southern Rock County; and
- 4
- 5 **WHEREAS**, frontage road access property currently owned by the State of Wisconsin Department of
- 6 Transportation (WISDOT) and/or the Town of Turtle is requested to be transferred to the County in
- 7 order to further the construction of the public works facility; and
- 8
- 9 **WHEREAS**, the State of Wisconsin DOT via a Quit Claim Deed has approved the frontage road
- 10 property; and
- 11
- 12 **WHEREAS**, a number of other approvals are necessary in order to allow the public works garage to be
- 13 constructed.
- 14
- 15 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
- 16 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2019 does hereby authorize the acceptance of conveyance
- 17 of a certain parcel of land abutting the property located at 3503 E. Shopiere Lane (Parcel #6-19-97A)
- 18 by acceptance quit claim deed from the Wisconsin Department of Transportation and the Town of
- 19 Turtle for \$1 to each party.
- 20
- 21 **BE IT FURTHER RESOLVED** that the County Board Chair and the County Clerk are authorized to
- 22 execute required property acquisition documents.
- 23
- 24 **BE IT FURTHER RESOLVED** that Rock County staff are authorized to take all necessary steps to
- 25 prepare and execute all documents necessary to effectuate the construction of a Rock County Public
- 26 Works Garage on said site, including but not limiting to, combining the property with the properties
- 27 located at 3503 E. Shopiere Lane (Parcel #6-19-97A) and 3501 E. Shopiere Lane (Parcel #6-19-97B),
- 28 and rezone all properties for use as a highway garage.

19-10B-343

Respectfully submitted,

PUBLIC WORKS COMMITTEE

\_\_\_\_\_  
Betty Jo Bussie, Chair

\_\_\_\_\_  
Brent Fox, Vice Chair

\_\_\_\_\_  
Brenton Driscoll

\_\_\_\_\_  
Rick Richard

\_\_\_\_\_  
Jeremy Zajac

APPROVING QUIT CLAIM DEED FROM WISDOT AND AUTHORIZING OTHER ACTIONS  
REGARING SHOPIERE LANE PUBLIC WORKS GARAGE IN THE TOWN OF TURTLE  
PAGE 2

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Mary Mawhinney, Vice Chair

\_\_\_\_\_  
Richard Bostwick

\_\_\_\_\_  
Henry Brill

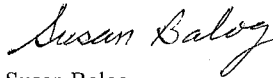
\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Alan Sweeney

FISCAL NOTE:

Minimal fiscal impact.



Susan Balog  
Assistant Finance Director

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

LEGAL NOTE:

The County Board is authorized to take  
this action pursuant to secs. 59.01,  
59.51 and 59.52(6), Wis. Stats.



Richard Greenlee  
Corporation Counsel

**Executive Summary****APPROVING QUIT CLAIM DEED FROM WISDOT AND AUTHORIZING OTHER  
ACTIONS REGARDING SHOPIERE LANE PUBLIC WORKS GARAGE IN THE  
TOWN OF TURTLE**

The Country recently closed on the property purchase for the Public Works garage to be located in the Town of Turtle per Resolution #19-6A-267 and Resolution #19-9A-302. As part of the construction of the Public Works garage project, ownership of frontage road property is necessary. WISDOT has executed a Quit Claim Deed that conveys the State's ownership of frontage road acreage. In order to receive clear property title, the Town of Turtle will also be requested to approve the Quit Claim Deed.

This resolution accepts the WISDOT Quit Claim Deed and authorizes Rock County staff to take all necessary steps to prepare and execute all documents necessary to effectuate the construction of a Rock County Public Works Garage on the site, including but not limiting to, combining the property with the properties located at 3503 E. Shopiere Lane (Parcel #6-19-97A) and 3501 E. Shopiere Lane (Parcel #6-19-97B), and rezone all properties for use as a highway garage.

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Sheriff Troy J. Knudson  
INITIATED BY



Chief Deputy Barbara Tillman  
DRAFTED BY

Public Safety and Justice Committee  
SUBMITTED BY

October 14, 2019  
DATE DRAFTED

**Authorizing Double Fill of Chief Deputy Position**

1 **WHEREAS**, the Rock County Sheriff's Office has received notice of the upcoming December 16, 2019,  
2 retirement of the Chief Deputy and in anticipation of this retirement recently completed the process to fill  
3 the position; and,  
4

5 **WHEREAS**, in order to be fully trained in the duties and responsibilities of the Chief Deputy position, the  
6 Sheriff's Office seeks to pre-emptively hire a Chief Deputy; and,  
7

8 **WHEREAS**, the Chief Deputy training process is lengthy and includes many complex steps; and,  
9

10 **WHEREAS**, the Chief Deputy position is critical to the successful operation of the Sheriff's Office; and,  
11

12 **WHEREAS**, the Sheriff's Office recommends having an opportunity for the individual selected as the  
13 new Chief Deputy to be trained by the present Chief Deputy, a 37-year veteran of the Sheriff's Office, who  
14 has served as Chief Deputy since January 3, 2007; and,  
15

16 **WHEREAS**, there are sufficient funds in the Sheriff's Office's Law Enforcement and Correctional Facility  
17 personnel budgets to pay for up to eight weeks of double fill for the Chief Deputy position.  
18

19 **NOW, THEREFORE BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled  
20 this \_\_\_\_\_ day of \_\_\_\_\_ 2019, does hereby authorize the temporary double fill of the Chief Deputy  
21 position.

Respectfully submitted,

PUBLIC SAFETY AND JUSTICE COMMITTEE

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
Mary Beaver, Chair

\_\_\_\_\_  
Russ Podzilni, Chair

\_\_\_\_\_  
Terry Fell

\_\_\_\_\_  
Mary Mawhinney, Vice Chair

\_\_\_\_\_  
Brian Knudson

\_\_\_\_\_  
Richard Bostwick

\_\_\_\_\_  
Phillip Owens

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Terry Thomas

\_\_\_\_\_  
Bob Yeomans

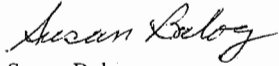
19-10B-344



Authorizing Double Fill of the Chief Deputy Position  
Page 2

FISCAL NOTE:

This position will be funded by the Sheriff's Office's Law Enforcement and Correctional Facility personnel budgets.



Susan Balog  
Assistant Finance Director

LEGAL NOTE:

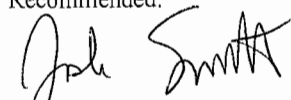
The County Board is authorized to take this action pursuant to § 59.22(2), Wis. Stats.



Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

## **Authorizing Double Fill of Chief Deputy Position**

### **Executive Summary**

The Rock County Sheriff's Office recently completed the promotion process for the upcoming open Chief Deputy position due to the impending December 16, 2019, retirement of the present Chief Deputy, a 37-year veteran of the Sheriff's Office, who has served in the Chief Deputy position since January 3, 2007. The Chief Deputy position is the top Administrative position, second in command within the Sheriff's Office. The position assists the Sheriff by managing the day-to-day operations and is critical to the successful operation of the Sheriff's Office.

The Chief Deputy training process is lengthy and includes a multitude of steps. Once a new Chief Deputy is selected, the new Chief Deputy will go through one week of orientation and seven weeks of on the job training working closely with the present Chief Deputy.

The Sheriff's Office recommends hiring one Chief Deputy above the authorized budgeted headcount. The goal is to have the new Chief Deputy spend approximately eight weeks training for the many responsibilities of the Chief Deputy position.

There are sufficient funds in the Sheriff's Office's Law Enforcement and Correctional Facility personnel budgets to pay for double fill of the Chief Deputy position.

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Sheriff Troy J. Knudson  
INITIATED BY



Diane Michaelis  
DRAFTED BY

Public Safety and Justice  
Committee  
SUBMITTED BY

October 15, 2019  
DATE DRAFTED

**Authorizing Thirteen Months and Three Days of  
Double Fill of One Correctional Officer Position**

1 **WHEREAS**, the Sheriff's Office has one Correctional Officer who has been called to active duty military service  
2 effective October 17, 2019, for the period of 400 days; and,  
3  
4 **WHEREAS**, the situation of having the lengthy military deployment, will result in a staffing deficiency; and,  
5  
6 **WHEREAS**, the Sheriff's Office requests to temporarily expand the number of budgeted Correctional Officer  
7 positions by authorizing one double fill position to ensure a sufficient level of staffing to staff work stations within  
8 the Correctional Facility; and,  
9  
10 **WHEREAS**, the Sheriff's Office has sufficient funds in the Correctional Facility personnel budget account to pay  
11 for the double fill position; and,  
12  
13 **WHEREAS**, the Sheriff's Office is not providing health insurance benefits for the Correctional Officer on active  
14 military duty.  
15  
16 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled this  
17 \_\_\_\_\_ day of \_\_\_\_\_, 2019, does hereby authorize the temporary double fill of one Correctional Officer  
18 position not to exceed thirteen months and three days.

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

\_\_\_\_\_  
Mary Beaver, Chair

\_\_\_\_\_  
Terry Fell

\_\_\_\_\_  
Brian Knudson

\_\_\_\_\_  
Phillip Owens

19-10B-345

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Richard Bostwick

\_\_\_\_\_  
Henry Brill

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Betty Jo Bussie

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Mary Mawhinney

\_\_\_\_\_  
Louis Peer

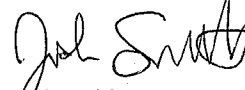
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Alan Sweeney

\_\_\_\_\_  
Terry Thomas

\_\_\_\_\_  
Bob Yeomans

ADMINISTRATIVE NOTE:

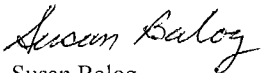
Recommended.



Josh Smith  
County Administrator

FISCAL NOTE:

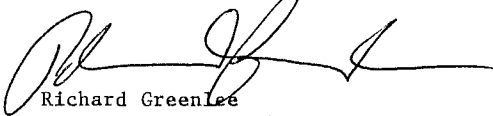
Sufficient funds are available in the 2019 and the 2020 Corrections personnel budget.



Susan Balog  
Assistant Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to  
§ 59.22(2), Wis. Stats.



Richard Greenlee  
Corporation Counsel

### **Executive Summary**

The Rock County Sheriff's Office had one Correctional Officer called to active military duty on October 17, 2019. The Correctional Officer will be deployed for four hundred days (thirteen months and three days). This lengthy military deployment will result in a staffing deficiency in the Correctional Facility.

The Sheriff's Office is requesting to temporarily expand the number of budgeted Correctional Officer positions by one double filled position. This will ensure a sufficient level of staffing for the Correctional Facility.

There are sufficient funds in the Correctional Facility's personnel budget to pay for the double fill position. The Sheriff's Office is not providing health insurance benefits for the Correctional Officer on active military duty.

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Clayton Kalmon  
Nursing Home Administrator  
INITIATED BY



Clayton Kalmon  
Nursing Home Administrator  
DRAFTED BY

Health Services Committee  
SUBMITTED BY

October 3, 2019  
DATE DRAFTED

**ESTABLISHING THE ROCK HAVEN COMPLIANCE AND ETHICS PROGRAM**

- 1 **WHEREAS**, the Centers for Medicare and Medicaid Services (CMS) require, as part of the Phase 3
- 2 implementation of the Federal Requirements of Participation (RoP), Skilled Nursing Facilities to
- 3 implement an effective Compliance and Ethics Program; and,
- 4
- 5 **WHEREAS**, a Compliance and Ethics Program must be reasonably designed, implemented, and
- 6 enforced so that it generally will be effective in preventing and detecting fraud and abuse; and,
- 7
- 8 **WHEREAS**, Rock Haven recognizes the need to conduct business with honesty and integrity and in
- 9 compliance with all applicable federal and state laws; and,
- 10
- 11 **WHEREAS**, the Health Services Committee as the governing body for Rock Haven is ultimately
- 12 responsible for the oversight of the Compliance and Ethics Program; and,
- 13
- 14 **WHEREAS**, the requirement is expected to be implemented by November 28, 2019.
- 15
- 16 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
- 17 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2019 does hereby approve the establishment of a Rock
- 18 Haven Compliance and Ethics Program.

19-10B-346

Respectfully submitted,

HEALTH SERVICES COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Brenton Driscoll  
Brenton Driscoll, Chair

\_\_\_\_\_  
J. Russell Podzilni, Chair

Tom Brien  
Tom Brien

\_\_\_\_\_  
Mary Mawhinney, Vice Chair

Kevin Leavy  
Kevin Leavy

\_\_\_\_\_  
Richard Bostwick

Kathy Schulz  
Kathy Schulz

\_\_\_\_\_  
Henry Brill

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Betty Jo Bussie

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Louis Peer

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Alan Sweeney

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Terry Thomas

\_\_\_\_\_  
Bob Yeomans

TO ESTABLISH A ROCK HAVEN COMPLIANCE AND ETHICS PROGRAM  
Page 2

FISCAL NOTE:

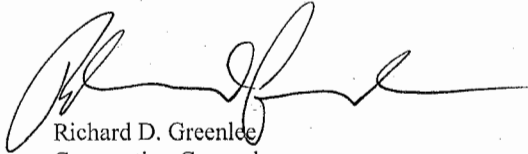
Minimal fiscal impact. The main costs will be in staff time.



Sherry Oja  
Finance Director

LEGAL NOTE:

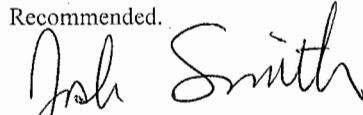
The County Board is authorized to take this action pursuant to §§ 59.01 & 59.51, Wis. Stats.



Richard D. Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

**EXECUTIVE SUMMARY  
ESTABLISHING A ROCK HAVEN COMPLIANCE AND ETHICS PROGRAM**

Rock Haven is required to comply with various state and federal regulations in operating a skilled nursing home. The Centers for Medicare and Medicaid Services (CMS) require, as part of the Phase 3 implementation of the Federal Requirements of Participation (RoP), Skilled Nursing Facilities to implement an effective Compliance and Ethics Program.

A Compliance and Ethics Program must be reasonably designed, implemented, and enforced so that it generally will be effective in preventing and detecting fraud and abuse.

Rock Haven recognizes the need to conduct business with honesty and integrity and in compliance with all applicable federal and state laws

The Health Services Committee as the governing body for Rock Haven would be responsible for the oversight of the Compliance and Ethics Program.

The deadline for adopting a Compliance and Ethics Program is November 28, 2019.



**ORDINANCE  
ROCK COUNTY BOARD OF SUPERVISORS**

FINANCE COMMITTEE &  
PLANNING & DEVELOPMENT  
COMMITTEE  
INITIATED BY



RICHARD GREENLEE  
DRAFTED BY

AUGUST 28, 2019  
DATE DRAFTED

FINANCE COMMITTEE &  
PLANNING & DEVELOPMENT  
COMMITTEE  
SUBMITTED BY

CREATING SECTION 2.204 OF THE ROCK COUNTY ORDINANCES

1 The Board of Supervisors of the County of Rock, at its regular meeting this \_\_\_\_ day of  
2 \_\_\_\_\_, 2019, does ordain as follows:

3  
4 I. Section 2.204 of the Rock County Ordinances is created to read as follows:

5  
6 **2.204 Property Assessed Clean Energy Financing**

7  
8 (1) Purpose. The County finds that renovations or additions to premises located in the County  
9 made to improve energy efficiency, improve water efficiency, and/or use renewable resource applications,  
10 increase property values, stimulate local economic activity, provide local and global environmental  
11 benefits, and promote the general welfare of the County residents. The purpose of this Section is to  
12 facilitate loans arranged by property owners or lessees to make such improvements by treating loan  
13 principal and interest, fees, and other charges as special charges eligible for inclusion on the tax roll of  
14 these properties.

15  
16 (2) Statutory Authority. This ordinance is enacted pursuant to Wis. Stats. § 66.0627, as amended,  
17 which authorizes a County to make a loan or enter into an agreement regarding loan repayments to a third  
18 party for owner-arranged or lessee-arranged financing, to an owner or lessee of a premises located in the  
19 County for making or installing an energy efficiency improvement, a water efficiency improvement or a  
20 renewable resource application to a premises.

21  
22 (3) Definitions. In this section:

23  
24 (A) Annual installment – means the portion of the PACE loan that is due and payable for a  
25 particular year under the supplemental agreement.

26  
27 (B) Borrower - means the property owner or lessee of the subject property that borrows the  
28 proceeds of a PACE loan.

29  
30 (C) Default loan balance – means the outstanding balance, whether or not due, of a PACE  
31 loan at the time that the County receives foreclosure proceeds.

32  
33 (D) Foreclosure proceeds – means the proceeds received by the County from the disposition  
34 of a subject property through an *in rem* property tax foreclosure.

35  
36 (E) Loan amount – means the principal, interest, administrative fees (including the Program  
37 Administrator’s fees) and other loan charges to be paid by the borrower under the PACE loan.

38  
39 (F) PACE – means the acronym for property assessed clean energy.

40  
41 (G) PACE default provisions – means:

42  
43 1. The delinquent annual installment(s) due when the County initiates the *in rem*  
44 property tax foreclosure on the subject property;

45

19-10A-331

- 46                   2. Any additional annual installment(s) that become due between the time that the  
47 County initiates *in rem* property tax foreclosure on the subject property and the date the  
48 County receives the foreclosure proceeds;
- 49
- 50                   3. Any default interest charges applied to unpaid annual installments referenced in subs.  
51 1. and 2. above, as provided in the supplemental agreement; and
- 52
- 53                   4. Any default loan balance.
- 54
- 55                   (H) PACE lender – means any person that makes a PACE loan, and which may include an  
56 affiliate of the borrower.
- 57
- 58                   (I) PACE loan – means a loan made by a PACE lender to a borrower under this Section for  
59 energy efficiency improvements, water efficiency improvements, or renewable resource  
60 applications made to or installed on a subject property.
- 61
- 62                   (J) Person – means any individual, association, firm, corporation, partnership, limited liability  
63 company, trust, joint venture or other legal entity, or a political subdivision as defined in Wis.  
64 Stat. § 66.0627.
- 65
- 66                   (K) Program Administrator – means the person retained by the Wisconsin PACE Commission  
67 as provided in subsection (5)(B).
- 68
- 69                   (L) Subject property – means any premises located in the County on which an energy  
70 efficiency improvements, water efficiency improvements, or renewable resource applications  
71 are being or have been made and financed through an outstanding PACE loan.
- 72
- 73                   (M) Supplemental agreement – means a written agreement among a borrower, a PACE lender  
74 and the County, as provided for in subsection (7).
- 75
- 76                   (N) Wisconsin PACE Commission – means the Wisconsin PACE Commission formed under  
77 Wis. Stats. § 66.0301, as amended, by the County and one or more other political subdivisions  
78 as defined in Wis. Stats. § 66.0627, pursuant to a Joint Exercise of Powers Agreement relating  
79 to the Wisconsin PACE Commission.
- 80
- 81                   (4) Pace Loans as Special Charges; Delinquent Amounts as Liens. Any PACE loan made and  
82 secured pursuant to this Section shall be considered a special charge on the subject property. Any annual  
83 installment or portion of a PACE loan made and secured pursuant to the Section that becomes delinquent  
84 according to the terms of the PACE loan shall be a lien against the subject property and placed on the tax  
85 roll, as permitted pursuant to Wis. Stat. § 66.0627 as amended.
- 86
- 87                   (5) Wisconsin Pace Commission.
- 88
- 89                   (A) Any of the powers and duties of the County under this Section, except for those under  
90 subsection (9) may (but are not required to) be delegated to the Wisconsin PACE Commission.
- 91
- 92                   (B) The Wisconsin PACE Commission is further authorized to retain a Program  
93 Administrator to act as its agent and administer the PACE program, subject to adherence with  
94 PACE program requirements set forth in this Section and in Wis. Stat. § 66.0627 as amended.
- 95
- 96                   (6) Loan Approval.
- 97
- 98                   (A) A prospective borrower applying for a PACE loan shall comply with the loan  
99 application process set forth in the program manual approved by the County.
- 00
- 01                   (B) The County shall approve the financing arrangements between a borrower and PACE  
02 lender.
- 03

- 104 (7) Supplement Agreement.
- 105
- 106 (A) The County, the borrower and the PACE lender shall execute the supplemental agreement
- 107 which, without limitation:
- 108
- 109 1. Shall inform the participants that the PACE loan amount shall be imposed as and
- 110 considered a special charge, and each year's annual installment may be included on the
- 111 property tax roll of the subject property as a special charge and an annual installment that
- 112 is delinquent shall be a lien against the subject property pursuant to Wis. Stat. § 66.0627,
- 113 as amended;
- 114
- 115 2. Shall recite the amount and the term of the PACE loan;
- 116
- 117 3. Shall provide for the amount, or a method for determining the amount, of the annual
- 118 installment due each year;
- 119
- 120 4. Shall provide whether default interest may be applied to unpaid annual installments;
- 121
- 122 5. Shall require the PACE lender and the borrower to comply with all federal, state and
- 123 local lending and disclosure requirements;
- 124
- 125 6. Shall provide for any fees payable to the County and/or Program Administrator;
- 126
- 127 7. Shall recite that the supplemental agreement is a covenant that runs with the land;
- 128
- 129 8. May provide for prepayments of annual installments by the borrower with a resulting
- 130 reduction in the special charge for the prepayment, subject to any prepayment premium
- 131 charged by the PACE lender, if any; and
- 132
- 133 9. May allow for amendment by the parties.
- 134
- 135 (B) Prior to executing the supplemental agreement, the owner of the subject property, if
- 136 different from the borrower, and any existing mortgage holder(s) on the subject property
- 137 must have executed a separate writing acknowledging the borrower's use of PACE financing
- 138 for the subject property and the special charge that will be imposed under this Section and
- 139 its consequences, including the remedies for collecting the special charge.
- 140
- 141 (C) Each PACE loan shall be amortized over the term of the PACE loan as provided in the
- 142 supplemental agreement.
- 143
- 144 (D) The annual payments of a PACE loan may be payable in installments as authorized by
- 145 Wis. Stat. § 66.0627, as amended.
- 146
- 147 (8) Annual Installments Added to Tax Rolls. Upon the request of the Program Administrator,
- 148 the County shall place each year's annual installment on the tax roll for the subject property as permitted
- 149 pursuant to Wis. Stat. § 66.0627, as amended.
- 150
- 151 (9) Remittance of Special Charges. The County shall promptly remit to the Wisconsin PACE
- 152 Commission any payment(s) for a special charge imposed under this Section, including penalties and
- 153 charges thereon, it may receive from any taxing district or the County treasurer pursuant to Wis. Stat. Ch. 74
- 154 as amended.
- 155
- 156 (10) Property Tax Foreclosure Procedures.
- 157
- 158 (A) The County elects to utilize the provisions of Wis. Stat. § 75.521, as amended, for the
- 159 purpose of enforcing tax liens if a subject property owner fails to pay any special charges
- 160 imposed on the subject property under this Section as required.
- 161

162 (B) The County shall begin an *in rem* property tax foreclosure proceeding on the subject  
 163 property at the earliest time allowed under Wisconsin Statutes, unless the County  
 164 determines that subject property is a "brownfield" (as defined in Wis. Stat. § 75.106, as  
 165 amended) or that *in rem* property tax foreclosure is not in the best interests of the County  
 166 due to the condition of the property or for other reasons.

167  
 168 (C) If the County has determined that it will not commence an *in rem* property tax  
 169 foreclosure proceeding, then the PACE lender may request that the County, pursuant to  
 170 Wis. Stat. § 75.106, as amended, assign the County's right to take judgment against the  
 171 subject property, provided that the PACE lender and the County fully comply with all  
 172 provisions of Wis. Stat. § 75.106, as amended, concerning the subject property and the  
 173 PACE lender agrees to pay the amounts required by Wis. Stat. § 75.36(3)(a)1 and 1m, as  
 174 amended.

175  
 176 (11) Sale of Foreclosed Property. If the County prevails in an *in rem* property tax foreclosure  
 177 action against a subject property, the County shall diligently proceed to sell the subject property  
 178 pursuant to the procedures set forth in Wis. Stat. § 75.69, as amended.

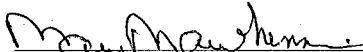
179  
 180 (12) Distribution of Foreclosure Proceeds. The County treasurer shall follow the procedures set  
 181 forth in Wis. Stat. § 75.36, as amended, to distribute the proceeds from the sale of a subject property.


182  
 183 II. Section 2.204 shall be effective upon publication.

Respectfully submitted:

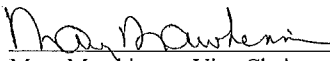
FINANCE COMMITTEE

PLANNING & DEVELOPMENT COMMITTEE

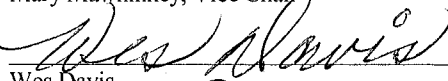
  
 \_\_\_\_\_  
 Mary Mawhinney, Chair

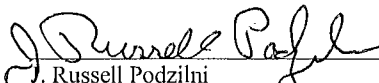
  
 \_\_\_\_\_  
 Alan Sweeney, Chair

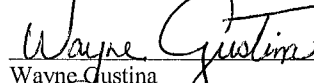
  
 \_\_\_\_\_  
 Mary Beaver, Vice Chair

  
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 Mary Mawhinney, Vice Chair

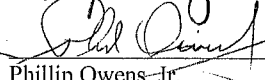
Absent  
 \_\_\_\_\_  
 Brent Fox

  
 \_\_\_\_\_  
 Wes Davis

  
 \_\_\_\_\_  
 J. Russell Podzilni

  
 \_\_\_\_\_  
 Wayne Gustina

  
 \_\_\_\_\_  
 Bob Yeomans

  
 \_\_\_\_\_  
 Phillip Owens, Jr.

LEGAL NOTE:

FISCAL NOTE:

The County Board is authorized to take this action by Wis. Stats. § 59.02(2).

Minimal fiscal impact.

  
 \_\_\_\_\_  
 Richard Greenlee  
 Corporation Counsel

  
 \_\_\_\_\_  
 Sherry Oja  
 Finance Director

ADMINISTRATIVE NOTE:

Recommended.

  
 \_\_\_\_\_  
 Josh Smith  
 County Administrator

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

FINANCE COMMITTEE &  
PLANNING & DEVELOPMENT  
COMMITTEE  
INITIATED BY



RICHARD GREENLEE  
DRAFTED BY

AUGUST 28, 2019  
DATE DRAFTED

FINANCE COMMITTEE &  
PLANNING & DEVELOPMENT  
COMMITTEE  
SUBMITTED BY

**APPROVING AND AUTHORIZING THE EXECUTION OF THE JOINT EXERCISE OF POWERS  
AGREEMENT RELATING TO WISCONSIN PACE COMMISSION**

1           WHEREAS, pursuant to Wis. Stat. § 66.0301, two or more municipalities of the State of  
2 Wisconsin may by contract create a commission for the joint exercise of any power or duty required or  
3 authorized by law; and  
4  
5           WHEREAS, Rock County is a "municipality" as that term is defined in Wis. Stat. § 66.0301  
6 and a political subdivision located in the State; and  
7  
8           WHEREAS, Rock County is empowered by law to promote economic, cultural and community  
9 development, including, without limitation, the promotion of opportunities for the creation or retention of  
10 employment, the stimulation of economic activity, the increase of the tax base, and the promotion of  
11 opportunities for education, cultural improvement and public health, safety and general welfare, which  
12 may be accomplished by various means; and  
13  
14           WHEREAS, Wis. Stat. § 66.0627(8) authorizes a city, a village, a town and a county in this  
15 State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the  
16 financing of an energy improvement, a water efficiency improvement or a renewable resource  
17 application to a real property within its jurisdiction and to provide for such financing through the  
18 imposition of a special charge against the property benefitted by the energy or water efficiency  
19 improvement or renewable resource project; and  
20  
21           WHEREAS, such financings are commonly referred to as "Property Assessed Clean Energy" or  
22 "PACE" financings; and  
23  
24           WHEREAS, Rock County has determined that it is in the public interest to provide real property  
25 owners, lessees, lenders and other transaction parties in Rock County with access to a uniformly-  
26 administered program for PACE financing; and  
27  
28           WHEREAS, Rock County and other counties, with the support and counsel of the Wisconsin  
29 Counties Association, League of Wisconsin Municipalities, Green Tier Legacy Communities and other  
30 stakeholders, have studied the possibility of creating a commission pursuant to Wis. Stat. § 66.0301 to be  
31 known as the Wisconsin PACE Commission ("Commission"); and  
32  
33           WHEREAS, the Wisconsin PACE Commission would be formed and operated in accordance  
34 with a Joint Exercise of Powers Agreement Relating to Wisconsin PACE Commission ("Commission  
35 Agreement") of which a substantially final draft is attached to this Resolution; and  
36  
37           WHEREAS, it is in Rock County's best interests to join the Wisconsin PACE Commission and  
38 authorize the execution of the Commission Agreement; and  
39  
40           WHEREAS, in accordance with Wis. Stat. § 66.0627 and the provisions of the Commission  
41 Agreement, Rock County must adopt an Ordinance relating to the administration of PACE financings  
42 in Rock County and throughout the State ("PACE Ordinance"); and  
43

19-10B-347

44 WHEREAS, attached to this Resolution is proposed Ordinance Section 2.204, which will be  
45 considered at the same meeting at which this Resolution is being considered ("PACE Ordinance"); and

46  
47 WHEREAS, adoption of the PACE Ordinance is a necessary condition to Rock County entering  
48 into the Commission Agreement; and

49  
50 WHEREAS, it is the intent of this Resolution to authorize Rock County to become a member of  
51 the Commission and authorize a duly-appointed representative of Rock County to finalize and execute the  
52 final Commission Agreement in substantially the form of the draft Commission Agreement attached to  
53 this Resolution.

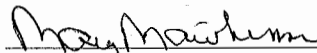
54  
55 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly  
56 assembled this \_\_\_\_ day of \_\_\_\_\_, 2019 does hereby approve the draft Commission  
57 Agreement, a copy of which is attached to this Resolution, and authorizes and directs the Rock County  
58 Board Chair to sign such document after receipt of preliminary approval from the other participating  
59 municipalities, approval from the Rock County official duly-appointed to approve the final form of the  
60 Commission Agreement and approval of the Rock County Corporation Counsel; and

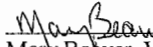
61  
62 BE IT FURTHER RESOLVED, that the Chair of the Rock County Board of Supervisors is  
63 hereby directed to appoint a board supervisor to act as Rock County's official representative in relation to  
64 the final approval of the form of the Commission Agreement and to otherwise take all action necessary to  
65 effectuate the intent of this Resolution.

66

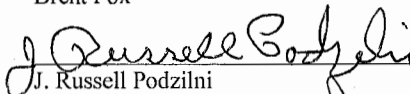
Respectfully submitted:

FINANCE COMMITTEE

  
Mary Mawhinney, Chair

  
Mary Beaver, Vice Chair

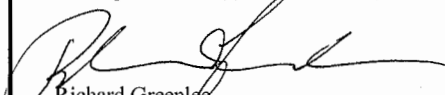
Brent Fox

  
J. Russell Podzilni


  
Bob Yeomans

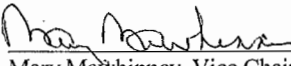
LEGAL NOTE:

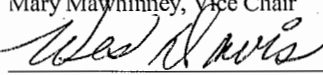
The County Board is authorized to take this action pursuant to §§ 59.01 & 59.51, Wis. Stats.

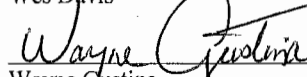
  
Richard Greenlee  
Corporation Counsel

PLANNING & DEVELOPMENT COMMITTEE

  
Alan Sweeney, Chair

  
Mary Mawhinney, Vice Chair

  
Wes Davis

  
Wayne Gustina

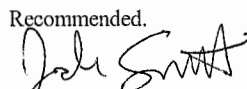
  
Phillip Owens, Jr.

FISCAL NOTE:

Minimal fiscal impact.

  
Sherry Oja  
Finance Director

ADMINISTRATIVE NOTE:

Recommended.  
  
Josh Smith  
County Administrator

**JOINT EXERCISE OF POWERS AGREEMENT**

relating to

**WISCONSIN PACE COMMISSION**

a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**Section 7. Governance; Administration**

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

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

(1) Representative Directors. The number of Representative Directors shall correspond to the number of Members of the Commission from time to time. Each Member of the Commission shall designate, by name or *ex officio*, one public official to serve as its representative on the Board. The term "public official" means an individual who holds a local public office, as that term is defined in Section 19.42(7w) of the Wisconsin Statutes, for the Member of the Commission designating him or her as its Representative Director. Each Representative Director shall serve at the pleasure of the Member designating him or her to such position; *provided*, that a Representative Director shall be deemed to have resigned upon withdrawal from the Commission of the Member designating him or her to such position. A majority of the Directors shall at all times be Representative Directors except that such requirement shall not apply until the Commission has at least four (4) Members.

(2) *Nominee Directors.*

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

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

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

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

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

(3) *Executive Committee.* There is hereby created an Executive Committee of the Board comprised of seven (7) Representative Directors, made up of the four (4) officers of the Commission elected pursuant to Section 7(d) and three (3) Representative Directors appointed by the Chair to serve until a new Chair is elected or until such appointee is removed by the then-current Chair in the then-current Chair's discretion. In addition to the duties of the Executive Committee set forth in Section 7(c)(7), the Board may, by resolution, direct the Executive Committee to carry out such functions of the Board in such manner as the Board so directs.

(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. 7, 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) Eleven (11) Directors shall constitute a quorum of the Commission for any meeting at which a vote is taken to approve the imposition of a special charge on real property pursuant to the PACE Statute.

(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) the Representative Director of the Member in which the property subject to the proposed special charge is located. For purposes of obtaining and confirming the affirmative vote of the Representative Director of the Member in which the property subject to the proposed special charge is located, the Commission may accept written confirmation of approval delivered by electronic means. The Commission may establish by-laws provisions or policies on the procedure related to obtaining the affirmative vote of any Member in the event of any vacancy in the position of Member Representative in relation to such Member or in the event that such Member Representative fails to respond to a request for approval.

(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

(b), 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 includes Amendment No. 1 to Joint Exercise Powers Agreement that the Members agreed to on April 29, 2019.

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

*[SIGNATURES ON FOLLOWING PAGE]*

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

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