

## **IOWA COUNTY ECONOMIC DEVELOPMENT**

**Southwest WI Regional Planning Commission**

**June 25 – July 24, 2016 Activity Report**

We continue to work a several projects in Iowa County including updating the Arena Comprehensive Plan and several projects with the City of Dodgeville. We are updating the City of Dodgeville's zoning maps and were awarded a contract to update the data and mapping in their Comprehensive Plan at their July 19<sup>th</sup> Council meeting.

We are on the agenda to do a presentation to the General Government Committee in August on the Verified Sites program. We have presented the program to the City of Dodgeville and the City of Mineral point in July. Ed also met with the Village Clerk in Cobb to discuss the project. We are scheduling meetings with municipalities throughout Iowa County to do the same.

We had our first public input meeting in the Village of Arena on August 1<sup>st</sup>. The data and maps necessary for an update to the Village's Comprehensive Plan are substantially complete, and will be used to inform the outreach efforts. The final product of this work is not a fully updated Comprehensive Plan. Rather, it is a completely updated data package and summary notes from two public meetings. The Village is uncertain as to whether they wish to proceed with a full update or simply a data update. These meetings are meant to help the Village Board determine their issues and opportunities.

### **Community Economic Development Activity:**

- Nothing new.

### **Existing Business Activity:**

- Alphabet Academy, Highland – toured facility. Business exceeding expectations.
- Midwest Poultry & Ratite Processing, Highland – Ownership of company discussing options. May have others interested in becoming part of the LLC. Some members want to leave the partnership. Reviewed operating agreement and personal guaranty documents. Toured facility. Looking a potential new investment to complete project.
- Midwest Grain Roasters, Dodgeville – Went over revised cost estimates. Hosted a conference call with Galesburg bank. Connected project to Wisconsin Business Development for possible SBA 504 financing. Possible RLF request in August.
- Business Retention & Expansion (BRE) Calls - 4

### **New Business Assistance/Prospects/Entrepreneurship:**

- Dodgeville Truck Stop – nothing new.
- Food Processor prospect – Administrator Bierke requested information about sites along the 151 corridor for a potential food related company expansion. Explored potential sites in Mineral Point, Barneveld, and Dodgeville. P. Fritsch put together information on Dodgeville sites. No other sites meeting the prospect's needs were identified.

### **Meetings –**

- 6/27 Dodgeville - Met w/C. Berg – QLF and P. Fritsch; Re: BRE Call
- 6/28 Platteville – Met w/J. Emslie – WWBIC; Re: financing and services available thru WWBIC  
Madison – attended the MADRep FAM reception. Met 3 site selectors.
- 6/29 Monroe – attended RPC annual dinner.
- 7/11 Conference call with L. Bierke Re: Prospect
- 7/13 Dodgeville – Met w/S. Ladd-Bartelt, C. Ladd, J. Droessler – Walnut Hollow, and P. Fritsch; Re: BRE Call  
Dodgeville – Met w/S. Coatney – Deco Supply, and P. Fritsch; Re: financing/energy efficiency grants to renovate building in historic district.
- 7/19 Dodgeville – Met w/J. Hamilton, E. Hamilton – Midwest Grain, and P. Fritsch Re: expansion
- 7/20 Dodgeville – Met w/ Worksite Insurance Services and P. Fritsch; Re: BRE.  
Highland – Met w/B. Cauffman- Midwest Poultry, and R. Hamilton; Re: project update, tour.  
Highland – Met w/Alphabet Academy, and R. Hamilton; Re: project update, tour.
- 7/21 Dodgeville – Met w/L. Bierke; Re: Economic development update.  
Conference call Re: Midwest Grain Roaster financing.

**Respectfully submitted by: Anna Schramke**  
**July 25, 2016**

**CITY OF DODGEVILLE**  
**Southwestern Wisconsin Regional Planning Commission**  
**JULY 2016 Activity Report – Phyllis Fritsch**

**Community Economic Development Activity:** Upland Hills Health's Open House for the newly constructed Highland Clinic on July 23, 2016.

**Existing Business Activity:**

- One downtown business owner continues to look for a new business.
- One landowner plans to build as soon as lease tenants are located.
- Another local industrial business is seeking product expansion.
- Downtown location is selling; excellent opportunity for retail business(es).
- Building owner is selling; not located in the downtown area.
- Business owner looking for buyer.
- Business owner looking for appropriate location.

**New Business Assistance/Entrepreneurship:**

- Meetings continue with the new business, assisting in building a business plan and to prepare to present financing requests to lenders. These meetings have been ongoing since I began in March. Past meetings have included the Small Business Development Council and banking representative.
- An initial meeting related to a buy-out of an existing business has been accomplished, and business plans are being developed. A local bank indicates this project is too large. Other options will be discussed.
- Contacted by an existing business owner in another city who is moving to Dodgeville, and will move her home business to Dodgeville, probably in August, 2016.
- Contacted by another potential new business regarding the purchase of land and buildings in the City. They await structural engineering approval of the type of business they plan.
- Contacted by a potential new food truck business. They will target 2017. Assisting in business plan and financial information.
- Current business owner plans to develop new type of business downtown, possibly in 2017.
- Manufacturer seeking acreage, possibly in City of Dodgeville; wants acreage in a city's TID.

**Meetings:**

7/05: Conference Call with Business Owner to set meeting date and to determine business needs.

7/12: Meeting with Business Owner searching for property.

7/12: Conference Call with major Business regarding their concerns about business duplication by government-funded company/agency. Several additional conference calls/emails in July re this concern.

7/13: Meeting with major employer.

7/13: Meeting with new business seeking grants for energy improvements.

7/15: Meeting with employers regarding Economic Development.

7/15: Meeting with MadREP regarding business opportunity for City of Dodgeville.

7/15: Discussion this week with two building owners regarding vacant space for a business seeking space in the area.

7/18: Phone conference with County Administrator regarding manufacturer seeking location.

7/19: Conference call with land owner regarding potential sale of land in City of Dodgeville.

7/19: Arranged and attended SWWRPC presentation of Verified Sites software to Mayor and Engineer.

7/19: Economic Development Report presentation to City Council.

7/20: Anna Schramke and I met with business owners regarding expansion potential.

7/21: Plan to meet with property owner re possible sale of land.

7/21: Plan to conference call with Anna Schramke and bank re possible expansion of local business.

7/25: Plan to meet with Chamber Director and Wisconsin Department of Administration.

7/25 or 7/27: Plan to meet with manufacturer potentially interested in Dodgeville.

7/26: Plan to meet with SWWRPC Assistant Director and possibly Director regarding Economic Development.

**Southwestern Wisconsin Regional Planning Commission Input/Assistance:**

- Meetings with Anna Schramke, SWWRPC, as a resource.
- Informal meetings and communications with Troy Maggied, SWWRPC Director, regarding involvement with Prosperity Southwest Wisconsin Economic Development, and regarding the future of economic development in Iowa County.
- Presentation by Troy Maggied and Ed White of new software called Verified Sites, available from SWWRPC for mapping overlays, to the Mayor and City Engineer.
- Ed White, Economic Development Program Manager, attended Dodgeville City Council meeting on 7/19/2016.

**Respectfully submitted,  
Phyllis A. Fritsch,  
Economic Development Specialist  
City of Dodgeville  
Southwestern Wisconsin Regional Planning Commission**

## Report for July 7, 2016 General Government Committee

### IOWA COUNTY ECONOMIC DEVELOPMENT

Southwest WI Regional Planning Commission

June 1 – June 24, 2016 Activity Report

We continue to work a several projects in Iowa County including updating the Arena Comprehensive Plan and several projects with the City of Dodgeville. We hope to do a presentation to the General Government Committee in July on the Verified Sites program, and will be reaching out to municipalities in order to present this project to them throughout July. Troy and Savannah met with the Village of Arena to confirm two outreach events scheduled for July and August. The data and maps necessary for an update to the Village's Comprehensive Plan are substantially complete, and will be used to inform the outreach efforts. I have also included a listing of meeting attended by staff in Iowa County in June.

6/9 – Ed attended the Iowa County General Government committee meeting in Dodgeville.

6/14 – Ed attended a Town of Ridgeway zoning and plan commission public input meeting discussing their comprehensive plan.

6/17 – Troy and Ed attended the Prosperity Southwest meeting in Mineral Point to present a memorandum of understanding between the two organizations for the Verified Sites project.

6/20 – Savannah and Troy met with Arena Township to discuss the data gathering and public meetings for the Arena Township Comprehensive Plan Update.

6/22 – Kath met via phone with Julie Abing, City of Dodgeville, to discuss updates to the Cemetery project.

#### **Community Economic Development Activity:**

- Provided Phyllis (Dodgeville) with several EMSI and ESRI demographic/market reports and Iowa County Business regs. Set some goals for business visits. Discussed available buildings. Discussed a couple of entrepreneurs that she's working with.
- Community Profile project completed.
- Began working on county development tour plan. Tentatively scheduled for spring 2017.





### **Existing Business Activity:**

- Lands' End – Met with COO/CFO and Sr. Director of Public Relations. Company indicated that they are optimistic about the future. Finding workers is becoming more difficult. Working on setting up a meeting with company representatives to brainstorm ways to leverage their logistics and distribution statistics to promote Iowa County and Dodgeville.
- Midwest Poultry & Ratite Processing, Highland – company still evaluating alternatives.
- Midwest Grain Roasters, Dodgeville – Working on final cost estimates and financial projections. Meeting with their bank at end of June.

### **New Business Assistance/Prospects/Entrepreneurship:**

Dodgeville Truck Stop – nothing new. (Phyllis Fritsch continues to meet with them.)  
Project Cornfield – prospect thru MadREP. Looking for an existing building 50,000-125,000 sf with room to expand. Because the company needs to be operational by October 2016, a build-to-suit was not an option. Iowa County does not have a building meeting the prospect's basic requirements.

### **Meetings:**

6/2 - Met w/B.Cauffman Re: status of Midwest Poultry project. Considering alternatives – may have new investors.

6/2- MadREP (Madison Region Economic Partnership) held their quarterly ED Pros meeting at Epic. We had updates on a couple of Foreign Trade visit opportunities, a presentation by WEDC on their Entrepreneurship & Innovation initiatives, a demonstration of the MadREP Data Dashboard, and details regarding the Fam Tour scheduled for June 28-29. Also reminded us that the National Value Added conference will be held in Madison on July 21-22. (Note: After discussing the Fam Tour with Phyllis, we agreed that she would take the opportunity to make a 7 minute presentation on the bus. I will attend the networking reception on 6/28.)

6/7 - Met w/S.Godfrey Re: developments in county (outside of incorporated areas); development tour.

6/8 - Met w/Lands End and WEDC officials.



6/9 - Met w/P.Fritsch Re: MadREP Fam Tour presentation, county development tour, and BRE survey.

6/22 - Met w/P.Fritsch Re: meetings, BRE, Prosperity SW, demographic reports, grants for businesses to improve energy efficiency, available buildings.

**Respectfully submitted by: Anna Schramke - June 27, 2016**

## **CITY OF DODGEVILLE**

### **Southwestern Wisconsin Regional Planning Commission June, 2016 Activity Report – Phyllis Fritsch**

**Community Economic Development Activity:** Upland Hills Health opened their new Clinic in Highland on June 6<sup>th</sup>.

**Existing Business Activity:** One downtown business owner continues to look for a new business.

One landowner plans to build as soon as lease tenants are located.

An existing industrial/light manufacturing business desires to expand and was searching for appropriate land and/or land and building in the City. The decision has now been made to build in the Township, as an appropriate building could not be located, and the price for a lot was higher than in the Township. This business was referred to Anna Schramke, SWWRPC, Iowa County Economic Development Director.

Another local industrial business is seeking expansion.

Downtown location is selling; excellent opportunity for retail business(es).

Building owner is selling; not located in the downtown area.

**New Business Assistance/Entrepreneurship:** Meetings continue with the new business, assisting in building a business plan and to prepare to present financing requests to lenders. These meetings have been ongoing since I began in this role in March. The Small Business Development Council representative is also involved in the current meetings. Another meeting is scheduled for June 21.

An initial meeting related to a buy-out of an existing business has been accomplished, and business plans are being developed.

Contacted by an existing business owner in another city who is moving to Dodgeville, and will move her home business to Dodgeville, probably in August, 2016.

Contacted by another potential new business regarding the purchase of land and buildings in the City.

### **Meetings:**

6/2 - Toured new space available for business(es) in lower level of an existing business.

6/2 - Attended MadREP Economic Development Professionals Meeting at Epic, Verona.





6/6 - Attended the ribbon cutting at Upland Hills Health's new Highland Clinic.

6/7 - Met with a major business Senior Vice President and mid-level manager.

6/14 - Meeting with business owner to determine scope of business and plans.

6/17 - Met with Prosperity Southwest.

6/21 - Met with possible new business owner, his business manager and a representative from the Small Business Development Council. (These meetings continue from March 2016).

6/22 - Held a Community Development Committee meeting of the City of Dodgeville.

6/22 - Meeting with Anna Schramke, SWWRPC.

6/27 - Plan meeting with major business owner as a business retention and evaluation visit.

6/28 - Plan meeting with SWWRPC Director and Assistant Director.

6/29 - Plan presentation to six Site Selectors, sponsored by WEDC and MadREP.

6/29 - Plan to attend the SWWRPC Annual Meeting in Monroe.

**Southwestern Wisconsin Regional Planning Commission Input/Assistance:**

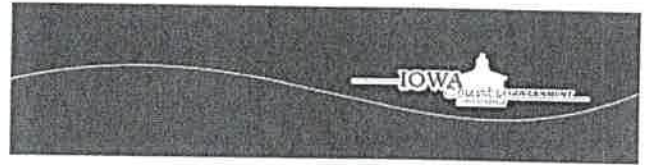
SWWRPC staff continued to meet jointly with Anna Schramke and Phyllis Fritsch to coordinate economic development activities.

Troy Maggied submitted a proposal to the City of Dodgeville for various phased activities that would lead to an updated Comprehensive Plan and additional tools for supporting economic development in the City.

## EMPLOYEE RELATIONS

The Courthouse  
222 North Iowa Street  
Dodgeville, WI 53533-1564

Phone: (608) 935-0374  
Fax: (608) 935-0325  
[allison.leitzinger@iowacounty.org](mailto:allison.leitzinger@iowacounty.org)



[www.iowacounty.org](http://www.iowacounty.org)

TO: General Government Committee  
FROM: Allison Leitzinger, Employee Relations Director  
DATE: July 28, 2016  
RE: Employment Activity Report

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Outlined below is the employment activity for July and August:

- Sheriff's Office Patrol Deputy – Internal promotion.
- Sheriff's Office Dispatcher/Correctional Officer – Recruitment started July 26.
- Highway Equipment Operator: Road Oil – New hire started July 11.
- Highway Equipment Operator: Grade Crew – Internal promotion - effective June 14.
- Highway Auxiliary Maintenance Patrol – New hire started July 5.
- Social Services: Social Worker – New hire starts August 1.
- Economic Support Specialist (3 vacancies) – 1<sup>st</sup> new hire starts August 8, 2<sup>nd</sup> new hire starts August 9.
- Highway LTE – 5 positions filled, new hires started on June 9, June 20 and June 26.
- Certified Nursing Assistants – New hire starts July 5; ongoing recruitment.
- Bloomfield Healthcare Registered Nurse – New hire started June 14; ongoing recruitment.

Iowa County Board of Supervisors  
**AGENDA ITEM COVER SHEET**

**TO BE COMPLETED BY COUNTY DEPARTMENT HEAD**

Agenda Item Title: Courthouse Security Remodel Project

☒ Original

☐ Update

**DESCRIPTION OF AGENDA ITEM:** (Please provide detailed information, including deadline.)

Courthouse Security Remodel Project: This project is to improve security within the Courthouse and and more specifically the Courtroom and offices adjacent to it. Action item is for the General Government Committee to review proposals and recommend a project general contractor that can be forwarded to the full County Board for final approval.

**PRESENTATION NEEDED:**

☒ Yes ☐ No

How much time is needed? 15 to 30 minutes

**ANY ATTACHMENTS/BACKUP INFORMATION?** (Only 1 copy of attachment(s) is needed for scanning purposes.)

☐ Yes ☒ No If yes, please list:

**FISCAL IMPACT:**

County Board has approved \$506,448 in November 2015.

**LEGAL REVIEW PERFORMED:** ☐ Yes ☒ No **PUBLICATION REQUIRED:** ☐ Yes ☐ No

**RECOMMENDATIONS (IF ANY):**

Jewell and Associates and Jake Tarrell will be reviewing all submitted bids on August 1st, 2016. We hope to provide a recommendation to the General Government Committee meeting on the August 4th, 2016.

COMPLETED BY: Jake Tarrell DEPT: ES Dept. 2/3 VOTE REQUIRED: ☐ YES ☐ NO

**TO BE COMPLETED BY COMMITTEE CHAIR**

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

**Iowa County Board of Supervisors  
AGENDA ITEM COVER SHEET**

Title: **Broadband Forward! Ordinance**

☒ Original    ☐ Update

***TO BE COMPLETED BY COUNTY DEPARTMENT HEAD***

**DESCRIPTION OF AGENDA ITEM:** (Please provide detailed information, including deadline.)

The Public Service Commission ("PSC") of Wisconsin is encouraging the development of broadband infrastructure in underserved areas of the state . This ordinance would make Iowa County eligible for Broadband Forward! Community Certification by the PSC by creating a single point of contact for all matters related to broadband network projects in Iowa County and by creating a process for the application and approval of such projects. The proposed ordinance tracks the language of the model ordinance prepared by the PSC.

**PRESENTATION NEEDED:**

☒ Yes    ☐ No    How much time is needed? **5-10 minutes.**

**ANY ATTACHMENTS/BACKUP INFORMATION?** (Only 1 copy of attachment(s) is needed for scanning purposes.)

☒ Yes    ☐ No If yes, please list: **Draft Ordinance**

**FISCAL IMPACT:**

The ordinance allows Iowa County to charge a broadband project application fee of not more than \$100 per project.

**LEGAL REVIEW PERFORMED:** ☒ Yes    ☐ No    **PUBLICATION REQUIRED:** ☐ Yes    ☐ No

**RECOMMENDATIONS (IF ANY):**

Discuss and act on proposed ordinance.

**COMPLETED BY:** Matt Allen    **DEPT:** Corporation Counsel    **2/3 VOTE REQUIRED:** ☐ YES    ☒ NO

***TO BE COMPLETED BY COMMITTEE CHAIR***

**MEETING DATE:** **August 4, 2016**

**AGENDA ITEM #**

**COMMITTEE ACTION:**

Ordinance No. \_\_\_\_\_

**IOWA COUNTY BROADBAND FORWARD! ORDINANCE**

Iowa County, by its duly elected Board of Supervisors, wishing to create a framework for the approval of broadband networks within Iowa County, does hereby ordain:

**Chapter 1. Broadband Network Project Applications**

**SECTION 1. GENERAL PROVISIONS.**

**1.1 Purpose and policy.** The purpose of this chapter is to encourage the development of broadband access in Iowa County by reducing administrative obstacles to broadband service providers and coordinating the review of applications to ensure such applications are timely processed. This chapter shall at all times be construed consistent with the aforestated purpose.

**1.2 Definitions.** In this chapter:

- (1) "Applicant" means a person applying for a permit for a broadband network project.
- (2) "Broadband network project" means the construction or deployment of wireline or wireless communications facilities to provide broadband communications services in Iowa County.
- (3) "Permit" means any local permit, license, certificate, approval, registration, or similar form of approval required by policy, administrative rule, regulation, ordinance, or resolution with respect to a broadband network project.
- (4) "Written" or "in writing" means information that is inscribed on a tangible medium or that is stored in an electronic or other intangible medium and is retrievable in perceivable form.

**1.3 Point of contact.** Iowa County shall appoint a single point of contact for all matters related to a broadband network project. Iowa County shall provide on its public website the contact information, including the email address, for the point of contact authorized to receive a broadband network project application.

**SECTION 2. ELECTRONIC SUBMISSION OF APPLICATIONS.** An applicant may sign and file all forms, applications, and documentation related to a broadband network project electronically.

**SECTION 3. REVIEW OF APPLICATIONS.** Notwithstanding any other provision in Iowa County's ordinances, resolutions, regulations, policies, or practices, the following process shall apply upon receiving a broadband network project application:

**3.1 Completeness review.** Upon receiving a broadband network project application, Iowa County shall:

- (1) Determine whether an application is complete and notify the applicant of the determination by Iowa County in writing within 10 days of receiving an application. If Iowa County does not notify the applicant in writing of its completeness determination within 10 days of receiving the application, the application shall be considered complete.
- (2) If Iowa County determines that an application is not complete, the written notification to the applicant shall specify in detail the required information that is not complete. The applicant may resubmit an application as often as necessary until the application is complete.

**3.2 Approval or denial of complete applications.**

- (1) Within 60 days of receiving an application is that is complete, or considered complete under sub. (1), Iowa County shall approve or deny the application and provide the applicant written notification of the approval or denial. If Iowa County does not notify the applicant of its approval or denial within 60 days of receiving a complete application, the application shall be considered approved and any required permit shall be considered issued.
- (2) If Iowa County denies an application, the written notification of the denial under sub. (1) shall include evidence that the denial is not arbitrary and capricious.

**SECTION 4. FEES.** Any fee imposed by Iowa County to review an application, issue a permit, or perform any other activity related to a broadband network project shall be reasonable. An application fee that exceeds \$100 is unreasonable.

**SECTION 5. INITIAL APPLICABILITY.** The treatment of this ordinance first applies to applications received by the Iowa County on or after the effective date of this ordinance.

**SECTION 6. EFFECTIVE DATE.** This ordinance takes effect on the day after publication.

I, the undersigned Iowa County Clerk, hereby certify that this Ordinance was passed by the Iowa County Board of Supervisors on \_\_\_\_\_.

\_\_\_\_\_  
Greg Klusendorf  
Iowa County Clerk      Date: \_\_\_\_\_



# AGENDA ITEM COVER SHEET

 **File:** County Supervisor Email/Tablet Proposal

☒ Original

☐ Update

## TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

### DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

The purpose of this proposal is to provide tablets and county email addresses for every County Board Supervisor to use while they are providing services to the County.

### RECOMMENDATIONS (IF ANY):

Currently, there are 12 Supervisors that are using a county email address. The goal is to have all Supervisors to use a county email address for all county related correspondence. By doing so, this will help insure that everyone has the ability to email send and receive all emails that are county board related. This will also provide the backup and email retention to provide any open records request that may happen in the future.

In addition to a county email address, each Supervisor would also be given a tablet to use. Each tablet would have a keyboard case to help with the typing of notes and other documents. This would enable the user to send and receive emails where there was Wi-Fi available. It would also make it possible for them to work with Word, Excel and PDF documents that are received from committee packets and other emails as attachments. These abilities will help the county reduce the large amount of paper and mailing charges that occur each month with the committee packets.

It will also help to bring the everyone up to speed with the technology that is being utilized throughout the county departments and make everyone aware of the possibilities that are out there to help the county grow and provide the services to all of residents of Iowa County.

### ANY ATTACHMENTS? (Only 1 copy is needed)

☐ Yes

☒ No

If yes, please list below:

### FISCAL IMPACT:

Item	Price	Description	Amount	Total
Samsung Tab S2 9.7"	\$482.22	9.7" Tablet	21	\$10,126.62
Keyboard Case	\$30.00	Bluetooth	21	\$630.00
Email Licenses	\$56.64	cover all Supervisors	9	\$509.76
Mobile Device License	\$73.00		21	\$1,533.00
Total				\$12,799.38

### LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

### PUBLICATION REQUIRED:

☐ Yes

☒ No

### PRESENTATION?:

☐ Yes

☒ No

How much time is needed? \_\_\_\_\_

COMPLETED BY: Rick Klabough

DEPT: I.T. Department

Iowa County Board of Supervisors  
**AGENDA ITEM COVER SHEET**

Title: **Agricultural Lease Agreement**

☒ Original    ☐ Update

***TO BE COMPLETED BY COUNTY DEPARTMENT HEAD***

**DESCRIPTION OF AGENDA ITEM:** (Please provide detailed information, including deadline.)

This is a draft lease agreement being proposed for use on county lands that are rented for agricultural purposes. It is intended to bring uniformity to such lease agreements and to more firmly establish the rights and obligations of Iowa County and the private parties leasing land from the County.

**PRESENTATION NEEDED:**

☒ Yes    ☐ No

How much time is needed? **5-10 minutes.**

**ANY ATTACHMENTS/BACKUP INFORMATION?** (Only 1 copy of attachment(s) is needed for scanning purposes.)

☒ Yes    ☐ No If yes, please list: **Draft Lease Agreement**

**FISCAL IMPACT:**

This is intended as a model lease agreement; the exact payment terms will differ depending on the nature and use of the properties at issue.

**LEGAL REVIEW PERFORMED:** ☒ Yes    ☐ No    **PUBLICATION REQUIRED:** ☐ Yes    ☐ No

**RECOMMENDATIONS (IF ANY):**

Discuss and act on proposed draft lease agreement.

**COMPLETED BY:** Matt Allen    **DEPT:** Corporation Counsel    **2/3 VOTE REQUIRED:** ☐ YES    ☒ NO

***TO BE COMPLETED BY COMMITTEE CHAIR***

**MEETING DATE:** **August 4, 2016**

**AGENDA ITEM #**

**COMMITTEE ACTION:**

## Agricultural Lease Agreement

This Agricultural Lease Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_ [month] , 20\_\_\_\_ , between:

OPERATOR:

Address:

Telephone:

OWNER: Iowa County, a political subdivision of the State of Wisconsin  
c/o Iowa County Clerk

Address: 222 North Iowa Street

Telephone: 608-935-0399

Operator and Owner hereby agree that the following terms and conditions shall apply to this Agreement:

1. **PROPERTY DESCRIPTION.** The Owner, in consideration of the terms specified herein, leases to the Operator for agricultural purposes the following legally described property ("REAL ESTATE"):

The REAL ESTATE, known as \_\_\_\_\_, is located in \_\_\_\_\_ Township, Iowa County, Wisconsin, containing \_\_\_\_\_ acres, more or less, and subject to all easements now existing or which the Owner may grant in the future. These Premises are further described on the map attached to and hereby incorporated into this Lease Agreement.

2. **TERM OF LEASE.** The term of this lease shall be for the period of three years beginning \_\_\_\_\_ and ending \_\_\_\_\_. Extension of this agreement beyond the ending date shall occur only upon mutual written agreement of the parties and shall be limited to no more than two one-year extensions.
3. **PURPOSE OF LEASE.** The Operator shall have the right to grow agricultural crops on the Real Estate [and/or graze livestock on the Real Estate] as shown on the Map and described by the Field Descriptions subject to the following specifications:

The cropland must be used to produce an annual commodity grain crop (including but not limited to: corn, sunflower, canola, small grains, soybeans) or a perennial or annual forage crop. Any plant material remaining in the ground upon the expiration or termination of the Agreement shall become the property of Iowa County. Perennial plants may be planted, but the Operator forfeits Ownership and control of the plant material upon expiration of the Agreement.

Owner makes no guarantee as to the volume, condition, or quality of any agricultural product produced.

4. **PAYMENT.** Payment is to be made in one annual payment due by \_\_\_\_\_. Checks or money orders should be made out to \_\_\_\_\_ and sent to \_\_\_\_\_. The Operator agrees to annual payment of \_\_\_\_\_.

\$\_\_\_\_\_/acre for \_\_\_\_\_ acres for a total annual payment of \$\_\_\_\_\_ for the lease of the Real Estate described in Paragraph 1 and Paragraph 3.

In the event the required payment is not received by the due date, interest shall be charged on the outstanding amount owed at an annualized rate of 12%, beginning 30 days after the due date until paid.

##### 5. OPERATOR RIGHTS, DUTIES, AND CONDITIONS.

- a. **Liability.** Operator shall assume all liability for any damage or injury to persons or property, real or personal, resulting from the Operator's actions under this Agreement, and will hold Owner harmless from the same.
- b. **Labor.** Operator shall provide the labor necessary to maintain the Real Estate and its improvements during the rental period in at least as good of condition as they were at the beginning, with exception for normal wear and depreciation and damage from causes beyond Operator's control.
- c. **Roadways.** Operator shall use the existing roadways and not construct or improve farm roads, access roads, or stacking and loading areas without written consent of the Owner. Debris resulting from harvesting and transporting is to be disposed of by the Operator prior to termination of the Agreement. Operator shall repair, at Operator's expense and to Owner's satisfaction, any damage caused by Operator to existing roads, fields, and fences.
- d. **Pesticides and Fertilizers.** Operator shall comply with all local, state, and federal laws and regulations governing all activities related to the application of pesticides and commercial fertilizers. Operator shall follow label directions in the handling and application of all chemicals used on the Real Estate and shall follow all applicator's licensing requirements.

Operator shall comply with local, state, and federal laws and regulations pertaining to potential groundwater contamination. Any and all pesticide applications must be approved by \_\_\_\_\_ PRIOR to application. The exact time, date, product, and rate for each pesticide application shall be recorded and sent to \_\_\_\_\_ within three days of the application.

Fertilizer applications and the cost thereof shall be the responsibility of the Operator. Nitrogen shall be applied in accordance with recommendations for the specific crop. A soil test must be conducted by the Operator, with results of the same provided to Owner, prior to the application of any other soil amendment.

- e. **Soil conservation.** Operator shall follow existing Soil Conservation and Nutrient Management Plans for the Real Estate and shall employ farming practices that are generally recommended and best adapted to this locality unless otherwise mutually agreed upon. Any tillage or cultivation necessary to prepare an adequate seedbed shall be done in a manner to minimize soil erosion.

All crop debris and stubble shall be left on the field following the harvest in accordance with normal agronomic practices specific to the crop. However, any straw from small grains may be baled and removed from the site.

In the event of soil displacement or erosion, Owner reserves the right to remove the areas from the Agreement with the following procedure:

1. Owner shall inform the Operator of the problem and give the Operator seven (7) days to cure the problem.
  2. If after seven (7) days, the problem has not been fixed to the satisfaction of the Owner, then the Owner reserves the right to fence off the area and re-seed if necessary at the expense of the Operator.
- f. **Watercourses.** Operator shall preserve established watercourses, tile drains, tile outlets, grass waterways, and terraces and refrain from any operations that will cause damage to them. Land subject to serious erosion is not to be plowed in the fall.
- g. **Grazing.** Operator shall keep livestock out of the fields when the soil is soft and protect sod crops, especially new seedings, from too close grazing that might impair the following year's crop. Operator shall refrain from grazing or taking a crop from legume seedings from September 1 until growth germinates.
- h. **Weed control.** Operator shall at Operator's expense cut, spray, or otherwise control noxious weeds, including in lots, around buildings, or along roadsides, before they go to seed and whenever necessary to prevent re-seeding.
- i. **Temporary fencing and structures.** Operator may erect, maintain, and remove at Operator's expense, temporary fencing and moveable buildings on the Real Estate, if deemed necessary for operations, provided that such fence or buildings and their removal do not damage Owner's land in any way. Operator may remove such temporary improvements at any time during the lease term, or within seven (7) days after the expiration or termination of this Agreement, provided that Operator leaves in good condition that part of the Real Estate from which such improvements are removed. Unless mutually agreed upon, Operator shall relinquish possession to Owner and shall have no right to compensation for temporary improvements that are not so removed, and Operator shall be liable to Owner for the cost of removing any such improvements remaining on the Real Estate later than seven (7) days after the expiration or termination of this Agreement.
- j. **Existing structures.** The use of any equipment or buildings on the Real Estate which are the property of the Owner is not included in the terms of this Agreement. Operator shall not add electrical wiring, plumbing, or heating to any existing structures on the Real Estate without consent of the Owner. If consent is given, such additions shall be at Operator expense and must meet all standards and requirements of power and insurance companies, and state law or local ordinances, if applicable.

- k. **Existing resources.** Operator shall have the right to use dead or fallen timber on the Real Estate for fuel or other personal use, but Operator shall not remove or market live trees, gravel, soil, or any other part of the Real Estate without written consent of the Owner.
  - l. **Environmental issues.** Operator shall conduct all operations on the Real Estate in a manner consistent with all applicable local, state, and federal environmental codes, regulations, and statutes and shall bear sole responsibility for any violations thereof. Operator shall be solely responsible for securing any permits or approvals necessary for his or her activities on the property. In the event of any illegal release of materials to the environment, Operator shall indemnify Owner for any costs of environmental cleanup and restoration as well as any penalties, fines, judgments, or other amounts incurred by Owner as a result of such release.
6. **OPERATOR EXPENSES.** All materials and services related to the growing, harvest, or transportation of Operator's crops or forage shall be supplied by the Operator. Agricultural materials and services include, but are not limited to, fertilizer, seed, fuel, lime, pesticides, and soil tests.
7. **OPERATOR INSURANCE.** Operator must maintain worker's compensation insurance coverage for the farming operations and any and all employees engaged in operations on the Owner's land during the period of this Agreement regardless of any exemptions from coverage under chapter 102, Wis. Stats.

Operator agrees to maintain liability insurance coverage for the farming operations under this Agreement in the amount of no less than \$750,000.00.

Prior to commencement of any work during the period of the Agreement, and upon request by Owner, the Operator shall provide proof of insurance coverage to Owner.

Operator shall not house automobiles, motor trucks, or tractors in barns or otherwise violate restrictions on Owner's insurance contracts or local ordinances, if any.

8. **OWNER RIGHTS, DUTIES, AND CONDITIONS.**

- a. **Entry and inspection.** Owner may enter the Real Estate at any reasonable time for the purpose of consulting with the Operator, viewing the property, making repairs or improvements, or for other reasonable purposes that do not interfere with the Operator's ability to carry out regular farming operations.
- b. **Buildings, fences, and water supply.** Owner shall maintain at its cost all existing buildings, fences, and water supplies on the Real Estate unless the same are damaged by Operator in the course of operations under this Agreement, in which case Operator shall be responsible for the cost of repair and/or replacement.
- c. **Removable improvements.** Owner shall allow Operator to make minor improvements, at Operator's expense, of a temporary or removable nature which do not mar the condition or appearance of the Real Estate. Owner further agrees to allow Operator to remove such improvements at any time during the lease term, or within seven (7) days of the expiration



or termination of this Agreement, provided that Operator leaves in good condition that part of the Real Estate from which such improvements are removed.

9. **TRANSFER OF INTEREST.** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this Agreement to any other person, nor sublease any or all of the property described herein without prior written permission of the Owner. This Agreement shall be binding upon the heirs, assignees, or successors in interest of the Operator. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this Agreement.
10. **NO PARTNERSHIP CREATED.** This purchase agreement shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent.
11. **INDEMNIFICATION.** Operator agrees to protect, indemnify and save harmless the Owner and the Owner's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Agreement or in connection with any action or omission of the Operator, who shall defend the Owner and the Owner's employees and agents in any cause of action or suit.
12. **INDEPENDENT CONTRACTOR.** The Operator is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Owner. The Owner agrees that the undersigned Operator shall have the sole control of the method, hours worked, time and manner of any normal operations necessary to grow an agricultural crop to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the operations to be performed by the undersigned Operator or of the Operator's employees except for the limited right of the Owner to cease operations for breach of this Agreement. The Owner further agrees it will exercise no control over the selection and dismissal of the Operator's employees.
13. **PARTICIPATION IN GOVERNMENT PROGRAMS.** The participation in any offered program of the United States Department of Agriculture or other federal, state, or county government agencies for crop production control, soil and water conservation, or other purposes shall be at the option of and with written consent of the Owner.

The Operator agrees to preserve the cropland acreage bases allowed under the USDA program provisions and shall not combine this parcel with another farm unit for governmental program purposes without written permission from the Owner.

14. **RESOLUTION OF DISPUTES.** Operator and Owner agree to engage in good faith efforts to resolve any disputes arising under this Agreement. If the parties cannot reach a mutual resolution of the dispute, then prior to formal litigation, the parties shall submit to mediation, with the cost of mediation split equally between the parties. The mediator shall be chosen by mutual agreement of the parties. If the parties cannot agree on a mediator, then each party shall name its preferred mediator, and the two individuals so named shall agree upon a third person to serve as the mediator.

15. SEVERABILITY CLAUSE. This agreement shall be governed by the laws of the State of Wisconsin. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Wisconsin, such invalidation of a part or portion of this Agreement shall not invalidate the remaining portions thereof, which shall remain in full force and effect.

16. CHANGES IN AGREEMENT TERMS. This written Agreement constitutes the entire agreement of the parties. The conduct, representations, or statements of either party, by act or omission, shall not be construed as a material alteration of this Agreement unless and until reduced to writing and executed by both parties as an addendum to this Agreement.

It is further understood that both parties have read the terms and provisions of this Agreement and have agreed to abide by the terms and provisions herein.

17. TERMINATION OF AGREEMENT.

a. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this Agreement shall constitute grounds for termination of the Agreement. The party seeking termination of the Agreement on this basis shall give written notice to the other party of its intent to terminate and the grounds for termination, and the party receiving such notice shall have twenty (20) days from receipt to cure the alleged default to the satisfaction of the complaining party before the Agreement is terminated.

b. Any dispute arising out of or related to termination of the Agreement shall be resolved by the parties in accordance with Section 14 above.

18. SPECIAL PROVISIONS [left blank to allow for insertion of any special provisions unique to the particular property being rented]

19. SIGNATURES

_____ Operator Name	_____ Operator Signature	_____ Date
_____ Operator Name	_____ Operator Signature	_____ Date
_____ Owner Representative	_____ Owner Signature	_____ Date
_____ Owner Representative	_____ Owner Signature	_____ Date

Iowa County Board of Supervisors  
**AGENDA ITEM COVER SHEET**

Title: **PACE Financing Resolution and Ordinance**   ☒ Original   ☐ Update

**TO BE COMPLETED BY COUNTY DEPARTMENT HEAD**

**DESCRIPTION OF AGENDA ITEM:** (Please provide detailed information, including deadline.)

Property Assessed Clean Energy (PACE) financing is a means for property owners to obtain low-cost, long-term loans for energy efficiency and water conservation improvements. The proposed resolution would approve a Joint Exercise of Powers Agreement, and the ordinance would allow Iowa County to engage in PACE financing of such projects, which would allow for the imposition of special charges on properties making such improvements.

**PRESENTATION NEEDED:**

☒ Yes   ☐ No

How much time is needed? **5-10 minutes.**

**ANY ATTACHMENTS/BACKUP INFORMATION?** (Only 1 copy of attachment(s) is needed for scanning purposes.)

☒ Yes   ☐ No If yes, please list: Draft Resolution, Ordinance, and PACE Overview

**FISCAL IMPACT:**

The fiscal impact to Iowa County should be minimal, as the financing of PACE loans would be provided by third-party lenders.

**LEGAL REVIEW PERFORMED:** ☒ Yes   ☐ No   **PUBLICATION REQUIRED:** ☐ Yes   ☐ No

**RECOMMENDATIONS (IF ANY):**

Discuss and act on proposed resolution and ordinance.

**COMPLETED BY:** Matt Allen   **DEPT:** Corporation Counsel   **2/3 VOTE REQUIRED:** ☐ YES   ☒ NO

**TO BE COMPLETED BY COMMITTEE CHAIR**

**MEETING DATE:** **August 4, 2016**

**AGENDA ITEM #**

**COMMITTEE ACTION:**

## Wisconsin PACE Commission Overview

### **What Is Property Assessed Clean Energy (PACE)?**

PACE, or property assessed clean energy, is an innovative program that enables property owners to obtain low-cost, long-term loans for energy-efficiency and water conservation improvements. PACE loans help property owners overcome financial barriers that typically discourage investment in water conservation and energy efficiency retrofits to existing properties. Improvements financed using PACE can generate positive cash flow upon completion with no up-front, out-of-pocket cost to property owners.

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

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

### **What is the Wisconsin PACE Commission Joint Powers Agreement?**

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

### **How does the Model PACE Ordinance work?**

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

### **What powers are given to the Wisconsin PACE Commission?**

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

responsible for handling day-to-day PACE financing application reviews and approvals, as well as payment collections on behalf of the PACE Commission.

## Overview of a County Member's Responsibilities as a Member of the Wisconsin

### PACE Commission

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

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

Who is the PACE Lender?

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

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

The PACE Program Administrator will approve PACE transactions pursuant to the Program Guidelines, which guidelines will be subject to approval by the Wisconsin PACE Commission board of directors. The Program Administrator will then record a Supplemental Loan Agreement with the register of deeds in which the subject real property sits. The Supplemental Loan Agreement is a contract between the PACE Commission, the PACE Lender and the Borrower that memorializes for the public record that there is a PACE Loan and Special Charge outstanding against the Borrower's real property, among other terms.

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

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

Where is the annual installment for the PACE Loan collected?

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

**What happens if the PACE special charge is delinquent?**

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

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

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

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

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

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

A Tax Certificate for a delinquent PACE Special Charge is issued at the same time that a Tax Certificate would be issued for any other delinquent property taxes. If there are multiple tax delinquencies that would be the subject of a Tax Certificate (which would likely be the case in the event of a PACE Special Charge delinquency), all delinquent amounts would be evidenced by the same Tax Certificate. The redemption period for a special charge Tax Certificate is the same two year redemption period for any other Tax Certificate.

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

If after the two year redemption period the Special Charge delinquency evidenced by the Tax Certificate is not paid, then the County would be responsible for instituting foreclosure proceedings on the tax certificate, except in the case of a "brownfield" or other concerns with the property leading the County to a good faith determination that it would not be in the County's best interest to foreclose.

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

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



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

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

How does the County sell tax delinquent property?

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

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

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

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

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

# PROMOTING SUSTAINABLE REINVESTMENT IN COMMUNITIES

## PACE helps communities:

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

**REVITALIZE** – Aging properties can be revitalized through the installation of efficient windows, lighting, heating, ventilation and air conditioning (HVAC) equipment, and more—improving the local building stock and, in turn, helping raise the value of property and the potential tax base.

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


**PARTICIPATE** – Building owner participation in PACE is 100 percent voluntary. No property owner is obligated to take any action—only those who choose to use PACE to improve their property pay the special charge.

## PACE Commission: A Unified Approach

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

### ► THE JOINT EXERCISE OF POWERS AGREEMENT

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



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

## What is PACE?

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



# PROMOTING SUSTAINABLE REINVESTMENT IN COMMUNITIES

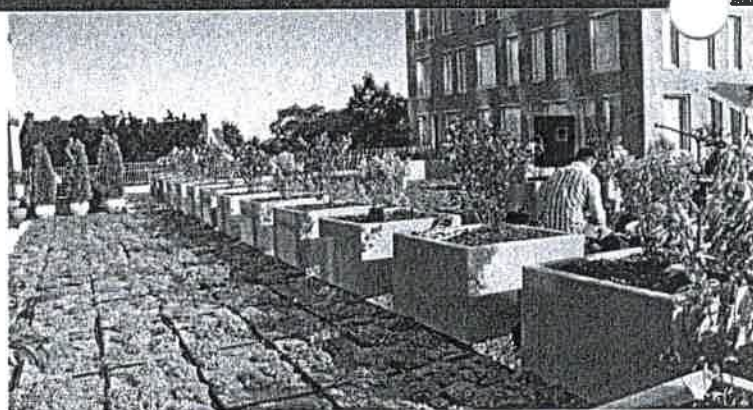
villages, and towns) join the Commission, participate in its governance, and agree to support the uniform statewide PACE program. The statewide PACE program is then administered by a third party, responsible for handling day-to-day PACE financing application reviews and approvals, as well as payment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

## ► THE MODEL ORDINANCE

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

## An Efficient Solution for Your Community

- **Statewide approach** – The PACE Commission will adopt uniform standards, documents, and best practices to be applied consistently across the state. A single PACE program will promote scalability by simplifying participation for stakeholders (financial institutions, contractors, project developers, and building owners).
- **Project compliance** – Serving as an agent of the PACE Commission, the Program Administrator will maintain and enforce comprehensive program guidelines to ensure each PACE project meets the requirements of the Wisconsin PACE Statute and program goals.
- **Single point of access** – The Program Administrator serves as a single point of access for stakeholders participating in or hoping to participate in PACE. The Administrator is the go-to contact for project reviews and PACE program approvals. Current and prospective participants always know where to turn should they have any questions regarding the program.
- **Open market** – The PACE Commission will establish an “open market,” meaning any qualified lender can participate—providing property owners with access to competitive rates and financing terms. Furthermore, any contractor or project developer can work on a qualified project, fostering local business development.
- **Lender consent** – The PACE Commission will require mortgage lenders to consent to PACE loans made on properties on which they hold a lien, ensuring PACE projects receive buy-in from necessary stakeholders



while helping promote the economic viability of PACE-funded projects.

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

## We Want to Hear From You!

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

### **Wisconsin Counties Association** [wicounties.org](http://wicounties.org)

Jon Hochkammer | 866.404.2700 | [hochkammer@wicounties.org](mailto:hochkammer@wicounties.org)

### **League of Wisconsin Municipalities** [lwm-info.org](http://lwm-info.org)

Curt Witynski | 608.267.2380 | [witynski@lwm-info.org](mailto:witynski@lwm-info.org)

### **Green Tier Legacy Communities** [greentiercommunities.org](http://greentiercommunities.org)

Laurel Sukup 608.267.6817 [Laurel.Sukup@wisconsin.gov](mailto:Laurel.Sukup@wisconsin.gov)

### **von Briesen & Roper, s.c.** [vonbriesen.com](http://vonbriesen.com)

Andrew J. Guzikowski | 414.287.1438 | [aguzikow@vonbriesen.com](mailto:aguzikow@vonbriesen.com)  
R. Lynn Parins | 608.661.3977 | [lparins@vonbriesen.com](mailto:lparins@vonbriesen.com)  
Andrew T. Phillips | 414.287.1570 | [aphillips@vonbriesen.com](mailto:aphillips@vonbriesen.com)

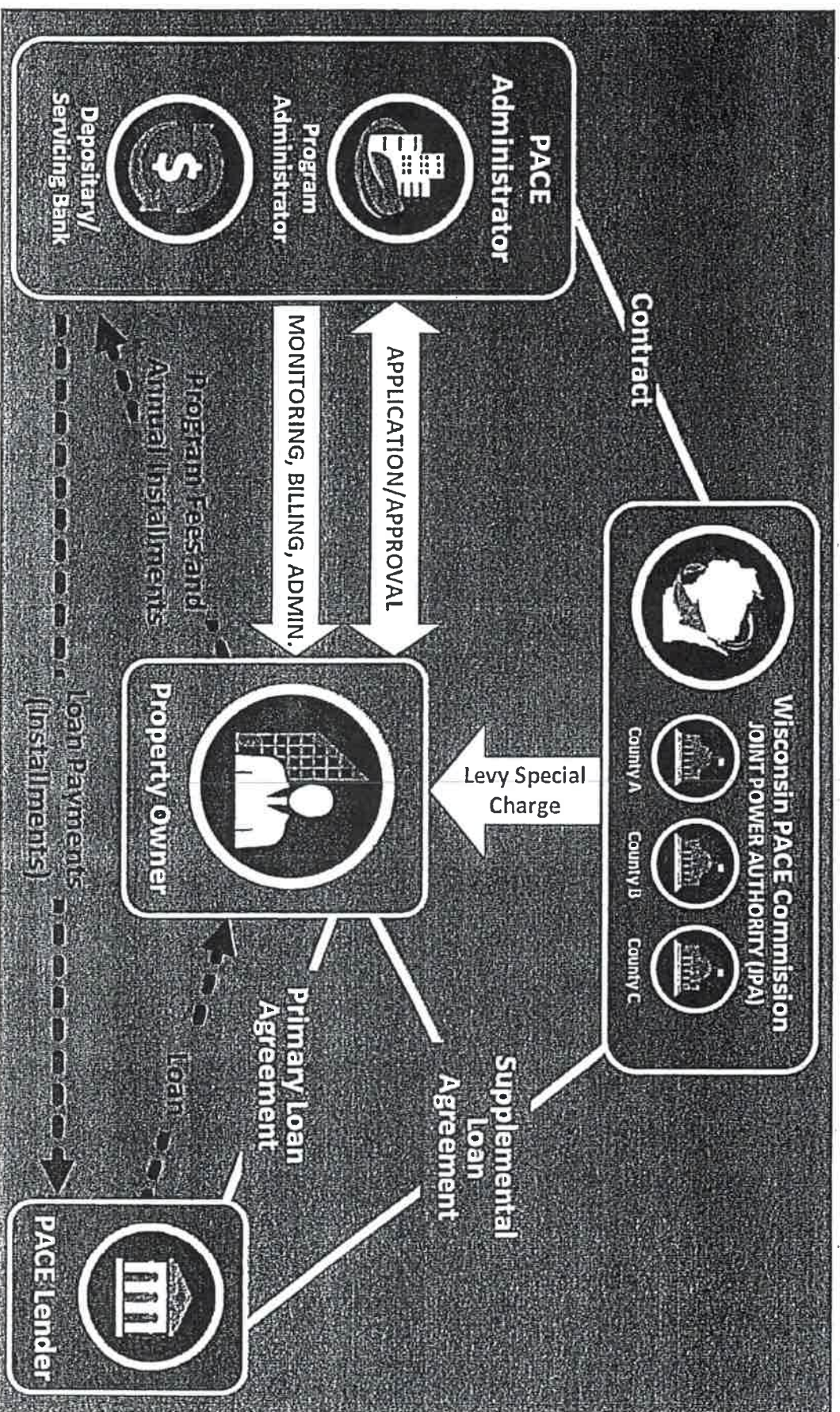
### **WECC Energy Finance Solutions**

[energyfinesolutions.com/pace](http://energyfinesolutions.com/pace)  
Jason Stringer | 608.729.6854 | [jstringer@weccusa.org](mailto:jstringer@weccusa.org)



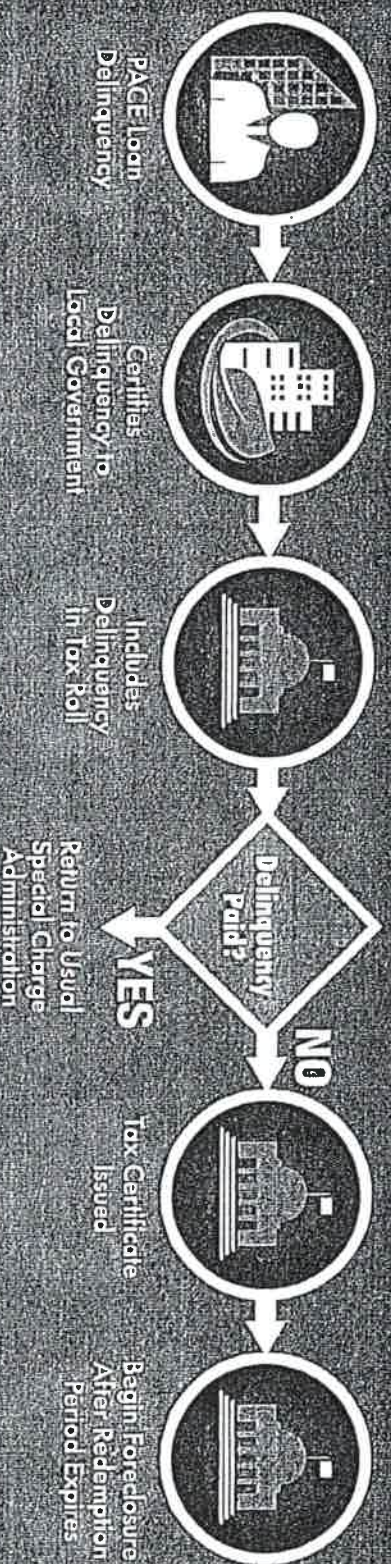


# Wisconsin PACE Authority





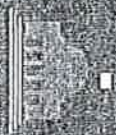
# PACE Loan Delinquency, Collection and Foreclosure Process



PROPERTY  
OWNER



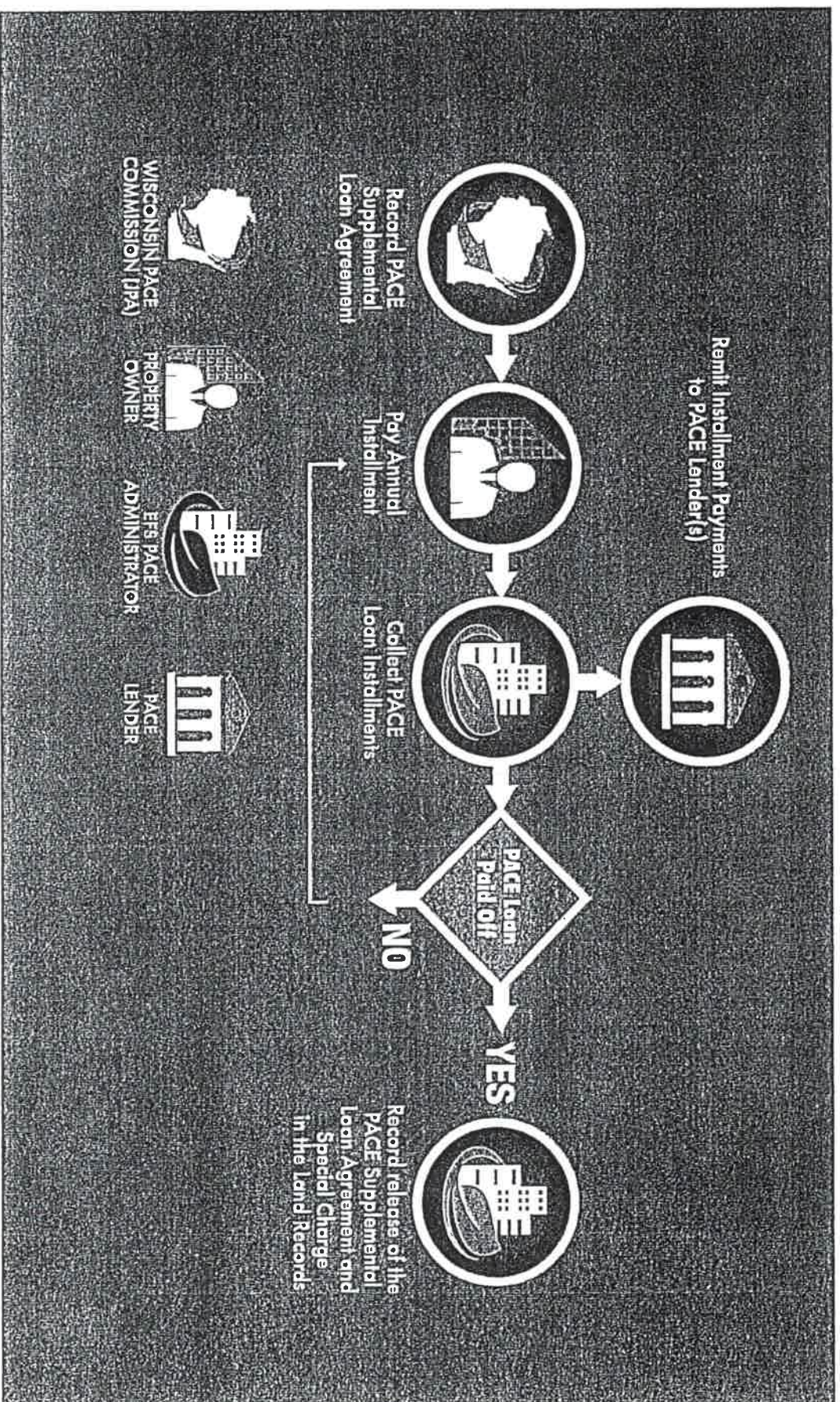
PACE  
ADMINISTRATOR



LOCAL  
GOVERNMENT



# Special Charge Administration





**Resolution No. \_\_\_\_\_**

**RESOLUTION APPROVING PACE COMMISSION AGREEMENT AND  
AUTHORIZING DESIGNATION OF A SUPERVISOR AS “REPRESENTATIVE  
DIRECTOR” OF THE PACE COMMISSION BOARD OF DIRECTORS**

**WHEREAS**, pursuant to Wis. Stat. § 66.0301, two or more municipalities of the State of Wisconsin may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

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

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

**WHEREAS**, Wis. Stat. § 66.0627(8) authorizes a city, a village, a town, or a county in this State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the financing of an energy improvement, a water efficiency improvement or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by the energy or water efficiency improvement or renewable resource project; and

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

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

**WHEREAS**, Iowa County and other counties, with the support and counsel of the Wisconsin Counties Association, League of Wisconsin Municipalities, Green Tier Legacy Communities, and other stakeholders, have studied the possibility of creating a commission pursuant to Wis. Stat. § 66.0301 to be known as the Wisconsin PACE Commission (“Commission”); and

**WHEREAS**, the Wisconsin PACE Commission would be formed and operated in accordance with a Joint Exercise of Powers Agreement Relating to Wisconsin PACE Commission (“Commission Agreement”) of which a substantially final draft is attached to this Resolution; and

**WHEREAS**, it is in Iowa County's best interests to join the Wisconsin PACE Commission and authorize the execution of the Commission Agreement; and

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

**WHEREAS**, attached to this Resolution is proposed Ordinance No. \_\_\_\_\_, which will be considered at the same meeting at which this Resolution is being considered ("PACE Ordinance"); and

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

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

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

**BE IT FURTHER RESOLVED:** That the Chair of the Iowa County Board of Supervisors is hereby directed to appoint a board supervisor to act as Iowa County's official representative in relation to the final approval of the form of the Commission Agreement and to otherwise take all action necessary to effectuate the intent of this Resolution; and

**BE IT FINALLY RESOLVED:** That \_\_\_\_\_ is designated as the Iowa County "Representative Director" of the Board of Directors of the Commission in accordance with the Commission Agreement, he or she to serve at the pleasure of the Iowa County Board of Supervisors

Resolution drafted by Iowa County Corporation Counsel at the request of the Iowa County Administrator and respectfully submitted to the General Government Committee.

Adopted by the Iowa County Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 2016.

## 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 ex-



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

(2) *Nominee Directors.*

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

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

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

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

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

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



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

(c) Meetings of the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 19. Amendments.**

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



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

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

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

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

**Section 22. Miscellaneous.**

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

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

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

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



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

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

*[SIGNATURES ON FOLLOWING PAGE]*

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

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

**Joint Exercise of Powers Agreement**

relating to

**WISCONSIN PACE COMMISSION**

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**EXHIBIT A**  
**Model Pace Ordinance**

Ordinance No. \_\_\_\_\_

**IOWA COUNTY PROPERTY ASSESSED CLEAN  
ENERGY (“PACE”) FINANCING ORDINANCE**

Iowa County, by its duly elected Board of Supervisors, wishing to establish a framework for the provision of Property Assessed Clean Energy (“PACE”) financing in Iowa County, does hereby ordain:

**Chapter 1. Property Assessed Clean Energy (“PACE”) financing**

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

**SECTION 2. DEFINITIONS.** In this section:

- a. **“Annual installment”** means the portion of the PACE loan that is due and payable for a particular year under the supplemental agreement.
- b. **“Borrower”** means the property owner or lessee of the subject property that borrows the proceeds of a PACE loan.
- c. **“Default loan balance”** means the outstanding balance, whether or not due, of a PACE loan at the time that Iowa County receives foreclosure proceeds.
- d. **“Foreclosure proceeds”** means the proceeds received by Iowa County from the disposition of a subject property through an *in rem* property tax foreclosure.
- e. **“Loan amount”** means the principal, interest, administrative fees (including the Program Administrator’s fees) and other loan charges to be paid by the borrower under the PACE loan.
- f. **“PACE”** means the acronym for property assessed clean energy.
- g. **“PACE default provisions”** means:
  - 1. The delinquent annual installment(s) due when Iowa County initiates the *in rem* property tax foreclosure on the subject property;

2. Any additional annual installment(s) that become due between the time that Iowa County initiates *in rem* property tax foreclosure on the subject property and the date Iowa County receives the foreclosure proceeds;
  3. Any default interest charges applied to unpaid annual installments referenced in subs. (i) and (ii) above, as provided in the supplemental agreement; and
  4. Any default loan balance.
- h. **"PACE lender"** means any person that makes a PACE loan, and which may include an affiliate of the borrower.
- i. **"PACE loan"** means a loan made by a PACE lender to a borrower under this Section for energy efficiency improvements, water efficiency improvements, or renewable resource applications made to or installed on a subject property.
- j. **"Person"** means any individual, association, firm, corporation, partnership, limited liability company, trust, joint venture or other legal entity, or a political subdivision as defined in Sec. 66.0627, Wis. Stat.
- k. **"Program Administrator"** means the person retained by the Wisconsin PACE Commission as provided in sub. 5(b).
- l. **"Subject property"** means any premises located in Iowa County on which energy efficiency improvements, water efficiency improvements, or renewable resource applications are being or have been made and financed through an outstanding PACE loan.
- m. **"Supplemental agreement"** means a written agreement among a borrower, a PACE lender and Iowa County, as provided for in Section 7.
- n. **"Wisconsin PACE Commission"** means the Wisconsin PACE Commission formed under Sec. 66.0301, Wis. Stat., as amended, by Iowa County and one or more other political subdivisions as defined in Sec. 66.0627, Wis. Stat., pursuant to a Joint Exercise of Powers Agreement relating to the Wisconsin PACE Commission dated \_\_\_\_\_, as amended.

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

**SECTION 4. PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS.** Any PACE loan made and secured pursuant to this Section shall be

considered a special charge on the subject property. Any annual installment or portion of a PACE loan made and secured pursuant to this Section that becomes delinquent according to the terms of the PACE loan shall be a lien against the subject property and placed on the tax roll, as permitted pursuant to Sec. 66.0627, Wis. Stat., as amended.

#### **SECTION 5. WISCONSIN PACE COMMISSION.**

- a. Any of the powers and duties of Iowa County under this Section, except for those under sub. 9, may (but are not required to) be delegated to the Wisconsin PACE Commission.
- b. The Wisconsin PACE Commission is further authorized to retain a Program Administrator to act as its agent and administer the PACE program, subject to adherence with PACE program requirements consistent with this Section and Sec. 66.0627, Wis. Stat., as amended.

#### **SECTION 6. LOAN APPROVAL.**

- a. A prospective borrower applying for a PACE loan shall comply with the loan application process set forth in the program manual approved by Iowa County.
- b. Iowa County shall approve the financing arrangements between a borrower and PACE lender.

#### **SECTION 7. SUPPLEMENTAL AGREEMENT.**

- a. Iowa County, the borrower, and the PACE lender shall execute the supplemental agreement which, without limitation:
  - 1. Shall inform the participants that the PACE loan amount shall be imposed as and considered a special charge, and each year's annual installment may be included on the property tax roll of the subject property as a special charge and an annual installment that is delinquent shall be a lien against the subject property pursuant to Sec. 66.0627, Wis. Stats., as amended;
  - 2. Shall recite the amount and the term of the PACE loan;
  - 3. Shall provide for the amount, or a method for determining the amount, of the annual installment due each year;
  - 4. Shall provide whether default interest may be applied to unpaid annual installments;
  - 5. Shall require the PACE lender and the borrower to comply with all federal, state, and local lending and disclosure requirements;



6. Shall provide for any fees payable to Iowa County and/or Program Administrator;
  7. Shall recite that the supplemental agreement is a covenant that runs with the land;
  8. May provide for prepayments of annual installments by the borrower with a resulting reduction in the special charge for the prepayment, subject to any prepayment premium charged by the PACE lender, if any; and
  9. May allow for amendment by the parties.
- b. Prior to executing the supplemental agreement, the owner of the subject property, if different from the borrower, and any existing mortgage holder(s) on the subject property must have executed a separate writing acknowledging the borrower's use of PACE financing for the subject property and the special charge that will be imposed under this Section and its consequences, including the remedies for collecting the special charge.
  - c. Each PACE loan shall be amortized over the term of the PACE loan as provided in the supplemental agreement.
  - d. The annual payments of a PACE loan may be payable in installments as authorized by Sec. 66.0627, Wis. Stat., as amended.

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

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

**SECTION 10. PROPERTY TAX FORFECCLOSURE PROCEDURES.**

- a. Iowa County elects to utilize the provisions of Sec. 75.521, Wis. Stat., as amended, for the purpose of enforcing tax liens if a subject property owner fails to pay any special charges imposed on the subject property under this Section as required;
- b. Iowa County shall begin an *in rem* property tax foreclosure proceeding on the subject property at the earliest time allowed under Wisconsin Statutes, unless Iowa County determines that subject property is a "brownfield" (as defined in Sec. 75.106, Wis. Stat., as amended) or that *in rem* property tax foreclosure is not in the best interests of the Iowa County due to the condition of the property or other reasons.

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

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

**SECTION 12. DISTRIBUTION OF FORECLOSURE PROCEEDS.** The Iowa County Treasurer shall follow the procedures set forth in Sec. 75.36, Wis. Stat., as amended, to distribute the proceeds from the sale of a subject property.

**SECTION 13. ORDINANCE ELECTING TO PROCEED UNDER SEC. 75.521, WIS. STATS., IN RELATION TO THE ENFORCEMENT OF COLLECTION OF TAX LIENS ON PACE ENCUMBERED PROPERTIES.** From and after January 1, 2017, Iowa County elects to adopt the provisions of Sec. 75.521, Wis. Stat., as amended, for the purpose of enforcing tax liens on PACE encumbered properties in Iowa County in the cases where the procedure provided by such section is applicable. Iowa County expressly reserves the right to proceed under the tax deed provisions of Secs. 75.12, 75.14, and 75.16, as amended, for all other tax delinquent properties within Iowa County.

I, the undersigned Iowa County Clerk, hereby certify that this Ordinance was passed by the Iowa County Board of Supervisors on \_\_\_\_\_.

\_\_\_\_\_  
Greg Klusendorf  
Iowa County Clerk      Date: \_\_\_\_\_

	A	B	C	D	E	F	G	H	I
1	Iowa County - Financial Statement - includes Departments that report to the General Government Committee								
2	For the Period Ending June 30, 2016 (prepared 7/27/16)								
3	Department	2016 Tax Levy Amount - Adopted	Budget Adjustments / Transfers	Carryovers From Prior Year	2016 Tax Levy + Budget Adjustments / Transfers / Carryovers	Revenues - other than Tax Levy	Expenditures	Excess (Deficiency) of Revenues over Expenditures	Notes
4	General Fund								
5	Employee Relations Dept	122,038			122,038	1	44,267	77,772	
6	Information Systems	567,589			567,589	6,722	241,785	332,526	
7	County Treasurer	(2,265,137)			(2,265,137)	200,954	85,427	(2,149,610)	
8	County Clerk	170,156			170,156	12,240	83,290	99,106	
9	Register of Deeds	38,937			38,937	96,786	78,151	57,572	
10	Property & Building	359,820			359,820	5,412	146,472	218,760	
11	County Farm	(52,570)			(52,570)	35,142	2,061	(19,489)	
12	County Insurance	41,063			41,063	82,637	344,939	(221,239)	
13	Cultural-Aid to Libraries	303,940			303,940	-	303,940	-	
14	Cultural-Library, Fair & Historical Society	31,932			31,932	-	5,000	26,932	
15	Snowmobile/ATV	-			-	-	67	(67)	
16	Planning & Development - Economic Initiative portion only	75,060			75,060	-	31	75,029	
17									
18	Total General Fund including aids to Libraries	(607,172)	-	-	(607,172)	439,894	1,335,430	(1,502,708)	
19									
20	Special Revenue & Capital Funds								
21	Revolving Loan Fund				-	3,799	293	3,506	
22									
23	Special Rev & Capital Funds Total	-	-	-	-	3,799	293	3,506	
24									
25									
26	Total of All Funds	(607,172)	-	-	(607,172)	443,693	1,335,723	(1,499,202)	

	A	B	C	D	E	F	G	H	I
1	Departments that Report to the Iowa County General Government Committee								
2	6/30/2016 - Preliminary						compiled 7/27/16		
3	Revenue - Compare Budget to Actual	2016 Adopted Annual Budget including Tax Levy	Budget Adjustments / Transfers	Carryovers From Prior Year	2016 REVISED BUDGET	Total Department YTD REVENUES	REMAINING BALANCE	% of Year completed	Actual YTD %
4	100 GENERAL FUND					1	(1)	46%	
5	05 Employee Relations Department	-			-	6,722	(6,722)	46%	
6	15 INFORMATION SYSTEMS	-			-	200,954	199,021	46%	50%
7	20 COUNTY TREASURER	399,975			399,975				
8	20 COUNTY TREASURER - Property Tax, Library Aids, State Shared Rev & Exempt Computer Aid	4,987,349			4,987,349	4,598,944	388,405	46%	92%
9	20 COUNTY TREASURER - Transfer from Sales Tax Fund	1,675,000			1,675,000	-	1,675,000	46%	0%
10	22 COUNTY CLERK	21,225			21,225	12,240	8,985	46%	58%
11	30 REGISTER OF DEEDS	140,000			140,000	96,786	43,214	46%	69%
12	34 COURTHOUSE/PUBLIC PROPERTY	18,500			18,500	5,412	13,088	46%	29%
13	35 COUNTY FARM	58,930			58,930	35,142	23,788	46%	60%
14	36 COUNTY INSURANCE REVENUE	72,443			72,443	82,637	(10,194)	46%	114%
15	73 SNOWMOBILE/ATV PROGRAM	27,850			27,850		27,850	46%	0%
16	75 PLANNING & DEVELOPMENT DEPT - Economic Initiative Portion only				-		-		
17									
18	TOTAL: GENERAL FUND	7,401,272	-	-	7,401,272	5,038,838	2,362,434	46%	68%
19									
20	TOTAL OF ALL FUNDS	7,401,272	-	-	7,401,272	5,038,838	2,362,434	46%	68%
21									
22	Other:								
23	250 REVOLVING LOAN FUND								
24	18 REVOLVING LOAN FUND	-	-		-	3,799	(3,799)	46%	100%
25									
26	Total Other:					3,799	(3,799)	46%	100%
27									
28	TOTAL - All Funds and Other:	7,401,272	-	-	7,401,272	5,042,637	2,358,635	46%	68%



[illegible]