

ROCK COUNTY, WISCONSIN

**AMENDED:  
10/1/19**



**FINANCE COMMITTEE  
THURSDAY – OCTOBER 3, 2019 - 7:30 A.M.  
CONFERENCE ROOM N-1 - FIFTH FLOOR  
ROCK COUNTY COURTHOUSE-EAST**

**AGENDA**

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes – September 19, 2019
4. Citizen Participation, Communications and Announcements
5. Transfers and Appropriations
6. Committee Review and Approval of Per Meeting Allowances
7. Resolutions and Committee Endorsement
  - A. Approving and Authorizing the Execution of the Joint Exercise of Powers Agreement Relating to Wisconsin PACE Commission
  - B. Creating Section 2.204 of the Rock County Ordinances (Property Assessed Clean Energy (PACE) Financing)
  - C. Amending the 2019 Human Services Department Budget to Accept a Community Mental Health Services Block Grant Supplemental Award for FFY 2019 (contingent upon approval of Human Services Board)
  - D. Accepting United States Food and Drug Administration (FDA) ‘Additional’ Training Grant and Amending the 2019 Rock County Public Health Department Budget
  - E. Amending the 2019 Council on Aging Budget to Accept Medicare Improvements for Patients/Providers Act Grant Award (contingent upon approval of EVAS)
8. Discussion and Possible Committee Action
  - A. Request for Authorization to Contract with Brabazon Title Team Group for Foreclosure of Tax Lien Searches
  - B. Greenway Properties Opening Bid Pricing**
9. Adjournment

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



**FINANCE COMMITTEE**  
**Minutes – September 19, 2019**

**Call to Order.** Vice Chair Beaver called the meeting of the Finance Committee to order at 7:30 A.M. on Thursday, September 19, 2019, in the Conference Room N-1, Fifth Floor, Courthouse-East.

**Committee Members Present.** Supervisors Beaver, Fox, Podzilni and Yeomans.

**Committee Members Excused:** Supervisor Mawhinney.

**Staff Members Present.** Sherry Oja, Finance Director; Josh Smith, County Administrator; Randy Terronez, Assistant to the County Administrator; Diana Arneson, Assistant to Information Technology Director; Lisa Tollefson, County Clerk; Bridget Laurent, Deputy Corporation Counsel; Jodie Surber, Analyst; Tom Sweeney, County Conservationist.

**Others Present:** None.

**Approval of Agenda.** Supervisor Fox moved approval of the agenda, second by Supervisor Podzilni. ADOPTED.

**Approval of Minutes – September 5, 2019.** Supervisor Yeomans moved approval of the minutes of September 5, 2019 as presented, second by Supervisor Podzilni. ADOPTED.

**Citizen Participation, Communications and Announcements.** Supervisor Podzilni said he will be appointing Kevin Leavy to the District 13 Supervisory open seat at the next County Board meeting.

Ms. Tollefson said she has one of the new voting machines which she would be happy to demonstrate after the meeting if anyone was interested.

Mr. Smith introduced Ms. Surber, the new Analyst in our department. The Committee welcomed Ms. Surber.

**Transfers and Appropriations.** None.

**Review of Payments.** The Committee accepted the reports.

**Review of Payments Over \$10,000.** The Committee accepted the reports.

**Resolutions and Committee Endorsements.**

**To Designate a Qualified Newspaper for all Rock County Legal Publications for 2020**

“NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, does hereby designate the Janesville Gazette as the official county newspaper for all county legal publications for 2020.”

Supervisor Yeomans moved approval of the above resolution, second by Supervisor Fox.

Ms. Tollefson said the State sets the rate for the newspapers.

The Committee discussed having legal publications in both the Janesville Gazette and the Beloit Daily News.

ADOPTED.

**Accepting the USDA-NRCS Staffing Grant and Amending the 2019 Land Conservation Department Budget to Add a New 1.0 FTE Senior Conservation Specialist Position**

“NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2019, accepts the USDA-NRCS staffing grant, created a new 1.0 FTE Senior Conservation Specialist position in the Land Conservation Department and amends the Land Conservation Department’s budget as follows:

...”

Supervisor Podzilni moved approval of the above resolution, second by Supervisor Fox.

Mr. Sweeney explained there will be two people retiring within the next two and one half years and the plan is to segway this new person into the position of one of the retiring people. This will also give the department the opportunity to train this person into this position, see how things are done in Rock County and meet and get used to the different people in Rock County. He added that the only cost to the County will be truck time, a telephone and a desk.

ADOPTED.

**Request to Authorize Purchase of Remote Desktop Licenses** Supervisor Fox moved approval to purchase the Microsoft licenses from CDW-G in the amount of \$22,290.04, second by Supervisor Podzilni. ADOPTED.

**Updates, Discussion and Possible Action.**

**Discussion and Possible Action on Property Assessed Clean Energy (PACE)**

**Program** Mr. Smith said two resolutions were handed out that are not on the agenda under resolutions as he wanted to discuss them before they go on the next agenda. He said this PACE (Property Assessed Clean Energy) program is different than what we are used to hearing about with Land Conservation. This program is about clean energy and working with economic development, public health, safety and general welfare. It would be used for local development for improvements to energy efficiency and stimulate local economic activity. Mr. Smith added that the Wisconsin Counties Association has been recommending approval of this.

**Adjournment.** Supervisor Fox moved adjournment at 7:52 A.M., second by Supervisor Podzilni, ADOPTED.

Respectfully submitted,

Marilyn Bondehagen  
Office Coordinator

**NOT OFFICIAL UNTIL APPROVED BY COMMITTEE.**

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

FINANCE COMMITTEE &  
PLANNING & DEVELOPMENT  
COMMITTEE  
INITIATED BY



RICHARD GREENLEE  
DRAFTED BY

AUGUST 28, 2019  
DATE DRAFTED

FINANCE COMMITTEE &  
PLANNING & DEVELOPMENT  
COMMITTEE  
SUBMITTED BY

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

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

4  
5 WHEREAS, Rock County is a "municipality" as that term is defined in Wis. Stat. § 66.0301  
6 and a political subdivision located in the State; and

7  
8 WHEREAS, Rock County is empowered by law to promote economic, cultural and community  
9 development, including, without limitation, the promotion of opportunities for the creation or retention of  
10 employment, the stimulation of economic activity, the increase of the tax base, and the promotion of  
11 opportunities for education, cultural improvement and public health, safety and general welfare, which  
12 may be accomplished by various means; and

13  
14 WHEREAS, Wis. Stat. § 66.0627(8) authorizes a city, a village, a town and a county in this  
15 State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the  
16 financing of an energy improvement, a water efficiency improvement or a renewable resource  
17 application to a real property within its jurisdiction and to provide for such financing through the  
18 imposition of a special charge against the property benefitted by the energy or water efficiency  
19 improvement or renewable resource project; and

20  
21 WHEREAS, such financings are commonly referred to as "Property Assessed Clean Energy" or  
22 "PACE" financings; and

23  
24 WHEREAS, Rock County has determined that it is in the public interest to provide real property  
25 owners, lessees, lenders and other transaction parties in Rock County with access to a uniformly-  
26 administered program for PACE financing; and

27  
28 WHEREAS, Rock County and other counties, with the support and counsel of the Wisconsin  
29 Counties Association, League of Wisconsin Municipalities, Green Tier Legacy Communities and other  
30 stakeholders, have studied the possibility of creating a commission pursuant to Wis. Stat. § 66.0301 to be  
31 known as the Wisconsin PACE Commission ("Commission"); and

32  
33 WHEREAS, the Wisconsin PACE Commission would be formed and operated in accordance  
34 with a Joint Exercise of Powers Agreement Relating to Wisconsin PACE Commission ("Commission  
35 Agreement") of which a substantially final draft is attached to this Resolution; and

36  
37 WHEREAS, it is in Rock County's best interests to join the Wisconsin PACE Commission and  
38 authorize the execution of the Commission Agreement; and

39  
40 WHEREAS, in accordance with Wis. Stat. § 66.0627 and the provisions of the Commission  
41 Agreement, Rock County must adopt an Ordinance relating to the administration of PACE financings  
42 in Rock County and throughout the State ("PACE Ordinance"); and

43

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

Page 2

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

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

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

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

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

66

Respectfully submitted:

FINANCE COMMITTEE

PLANNING & DEVELOPMENT COMMITTEE

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

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

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

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

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

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

\_\_\_\_\_  
J. Russell Podzinski

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

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

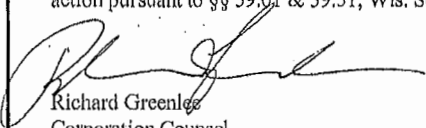
\_\_\_\_\_  
Phillip Owens, Jr.

LEGAL NOTE:

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

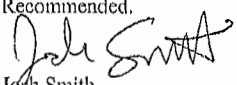
FISCAL NOTE:

Minimal fiscal impact.

  
Richard Greenlee  
Corporation Counsel

  
Sherry Oja  
Finance Director

ADMINISTRATIVE NOTE:

Recommended.  
  
Josh Smith  
County Administrator

Approve PACE Joint Commission Agreement

**JOINT EXERCISE OF POWERS AGREEMENT**

relating to

**WISCONSIN PACE COMMISSION**

a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes

---

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**Section 7. Governance; Administration**

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

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

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

(2) *Nominee Directors.*

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

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

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

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

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

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

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

(c) Meetings of the Board.

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

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

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

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

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

(6) *Quorum and Voting, Generally.* Except as provided in Sub. 7, below: (i) a majority of the Directors shall constitute a quorum for the transaction of business; (ii) Representative Directors and Nominee Directors shall vote as a single class on all matters to come to a vote of the Board; and (iii) no action may be taken by the Board except upon the affirmative vote of a majority of the Directors present (or, with respect to any matter, such greater number as may be provided by the By-Laws or resolution of the Board), except that less than a quorum may adjourn a meeting to another time and place.

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

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

(ii) No imposition of a special charge on real property shall be approved except upon the affirmative vote of (A) a majority of the Directors present and (B) the Representative Director of the Member in which the property subject to the proposed special charge is located. For purposes of obtaining and confirming the affirmative vote of the Representative Director of the Member in which the property subject to the proposed special charge is located, the Commission may accept written confirmation of approval delivered by electronic means. The Commission may establish by-laws provisions or policies on the procedure related to obtaining the affirmative vote of any Member in the event of any vacancy in the position of Member Representative in relation to such Member or in the event that such Member Representative fails to respond to a request for approval.

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

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

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

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

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

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

(f) Delegation of Authority. The Board shall have the power, by resolution, to the extent permitted by the Joint Powers Law or any other applicable law, to delegate any of

its functions to one or more of the Directors or officers, employees, administrators or agents of the Commission (including, without limitation, the contactor and any counsel or consultant hired or appointed pursuant to Section 5) and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 15. Indemnification.** To the fullest extent permitted by law, the Board shall cause the Commission to indemnify any person who is or was a Director or an officer, employee or other agent of the Commission, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Commission, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Commission and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Commission, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created.

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

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

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

**Section 19. Amendments.**

- (a) Amendments to the Agreement may be proposed by the Board or by any two Members. Except as provided in Section 13 and in Subsection

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

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

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

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

**Section 22. Miscellaneous.**

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



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

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

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

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

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

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

*[SIGNATURES ON FOLLOWING PAGE]*

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

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

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

**ORDINANCE  
ROCK COUNTY BOARD OF SUPERVISORS**

FINANCE COMMITTEE &  
PLANNING & DEVELOPMENT  
COMMITTEE  
INITIATED BY



RICHARD GREENLEE  
DRAFTED BY

AUGUST 28, 2019  
DATE DRAFTED

FINANCE COMMITTEE &  
PLANNING & DEVELOPMENT  
COMMITTEE  
SUBMITTED BY

CREATING SECTION 2.204 OF THE ROCK COUNTY ORDINANCES

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

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

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

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

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

21  
22 (3) Definitions. In this section:

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

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

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

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

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

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

40  
41 (G) PACE default provisions – means:

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

45

46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
00  
01  
02  
03

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

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

4. Any default loan balance.

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

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

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

(K) Program Administrator -- means the person retained by the Wisconsin PACE Commission as provided in subsection (5)(B).

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

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

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

(4) Pace Loans as Special Charges; Delinquent Amounts as Liens. Any PACE loan made and secured pursuant to this Section shall be considered a special charge on the subject property. Any annual installment or portion of a PACE loan made and secured pursuant to the Section that becomes delinquent according to the terms of the PACE loan shall be a lien against the subject property and placed on the tax roll, as permitted pursuant to Wis. Stat. § 66.0627 as amended.

(5) Wisconsin Pace Commission.

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

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

(6) Loan Approval.

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

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

1.04  
1.05  
1.06  
1.07  
1.08  
1.09  
1.10  
1.11  
1.12  
1.13  
1.14  
1.15  
1.16  
1.17  
1.18  
1.19  
1.20  
1.21  
1.22  
1.23  
1.24  
1.25  
1.26  
1.27  
1.28  
1.29  
1.30  
1.31  
1.32  
1.33  
1.34  
1.35  
1.36  
1.37  
1.38  
1.39  
1.40  
1.41  
1.42  
1.43  
1.44  
1.45  
1.46  
1.47  
1.48  
1.49  
1.50  
1.51  
1.52  
1.53  
1.54  
1.55  
1.56  
1.57  
1.58  
1.59  
1.60  
1.61

(7) Supplement Agreement.

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

1. Shall inform the participants that the PACE loan amount shall be imposed as and considered a special charge, and each year's annual installment may be included on the property tax roll of the subject property as a special charge and an annual installment that is delinquent shall be a lien against the subject property pursuant to Wis. Stat. § 66.0627, as amended;
2. Shall recite the amount and the term of the PACE loan;
3. Shall provide for the amount, or a method for determining the amount, of the annual installment due each year;
4. Shall provide whether default interest may be applied to unpaid annual installments;
5. Shall require the PACE lender and the borrower to comply with all federal, state and local lending and disclosure requirements;
6. Shall provide for any fees payable to the County and/or Program Administrator;
7. Shall recite that the supplemental agreement is a covenant that runs with the land;
8. May provide for prepayments of annual installments by the borrower with a resulting reduction in the special charge for the prepayment, subject to any prepayment premium charged by the PACE lender, if any; and
9. May allow for amendment by the parties.

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

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

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

(8) Annual Installments Added to Tax Rolls. Upon the request of the Program Administrator, the County shall place each year's annual installment on the tax roll for the subject property as permitted pursuant to Wis. Stat. § 66.0627, as amended.

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

(10) Property Tax Foreclosure Procedures.

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

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

167  
168 (C) If the County has determined that it will not commence an *in rem* property tax  
169 foreclosure proceeding, then the PACE lender may request that the County, pursuant to  
170 Wis. Stat. § 75.106, as amended, assign the County's right to take judgment against the  
171 subject property, provided that the PACE lender and the County fully comply with all  
172 provisions of Wis. Stat. § 75.106, as amended, concerning the subject property and the  
173 PACE lender agrees to pay the amounts required by Wis. Stat. § 75.36(3)(a)I and 1m, as  
174 amended.  
175

176 (11) Sale of Foreclosed Property. If the County prevails in an *in rem* property tax foreclosure  
177 action against a subject property, the County shall diligently proceed to sell the subject property  
178 pursuant to the procedures set forth in Wis. Stat. § 75.69, as amended.  
179

180 (12) Distribution of Foreclosure Proceeds. The County treasurer shall follow the procedures set  
181 forth in Wis. Stat. § 75.36, as amended, to distribute the proceeds from the sale of a subject property.  
182

183 II. Section 2.204 shall be effective upon publication.

Respectfully submitted:

FINANCE COMMITTEE

PLANNING & DEVELOPMENT COMMITTEE

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

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

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

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

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

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

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

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

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

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

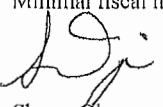
LEGAL NOTE:

FISCAL NOTE:

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

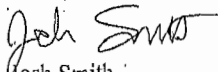
Minimal fiscal impact.

  
Richard Greenlee  
Corporation Counsel

  
Sherry Oja  
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

  
Josh Smith  
County Administrator

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS

Katherine Luster  
INITIATED BY

Human Services Board  
SUBMITTED BY



Greg Winkler  
DRAFTED BY

August 14, 2019  
DATE DRAFTED

**Amending the 2019 Human Services Department Budget to Accept a  
Community Mental Health Services Block Grant Supplemental Award for FFY 2019**

1 WHEREAS, the State of Wisconsin Department of Health Services has made available supplemental  
2 funding through the Community Mental Health Services Block Grant Supplemental Award for Federal  
3 Fiscal Year 2019; and,  
4

5 WHEREAS, the purpose of these funds is to expand or enhance services for adults with serious  
6 mental illness or children with a serious emotional disturbance; and,  
7

8 WHEREAS, Rock County has requested and been approved to receive the sum of \$35,002; and,  
9

10 WHEREAS, the funds must be used between January 1, 2019 and September 30, 2019; and,  
11

12 WHEREAS, the funds will be used to serve the targeted population by offsetting the cost of prescriber  
13 time allocated to Beloit Area Community Health Center.  
14

15 NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly  
16 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2019 does hereby authorize the acceptance of the  
17 Community Mental Health Services Block Grant Supplemental Award for FFY 2019; and,  
18

19 BE IT FURTHER RESOLVED, that the Human Services Department budget for 2019 be amended as  
20 follows:

21	Budget	Increase	Amended
22	8/1/19	(Decrease)	Budget
23			
24			
25			
26			
27			
28			

Respectfully submitted,

HUMAN SERVICES BOARD

\_\_\_\_\_  
Brian Knudson, Chair

\_\_\_\_\_  
Ashley Kleven

\_\_\_\_\_  
Sally Jean Weaver-Landers, Vice Chair

\_\_\_\_\_  
Kathy Schulz

\_\_\_\_\_  
Stephanie Aegerter

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

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

\_\_\_\_\_  
Shirley Williams

\_\_\_\_\_  
David Homan

Amending the 2019 Human Services Department Budget to Accept a Community Mental Health Services Block Grant Supplemental Award for FFY 2019  
Page 2

FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of \_\_\_\_\_

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

\_\_\_\_\_  
Date

FISCAL NOTE:

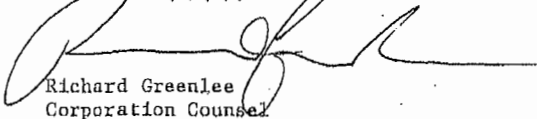
This resolution accepts \$35,002 in federal aid for mental health services. No County match is required.



Sherry Oja  
Finance Director

LEGAL NOTE:

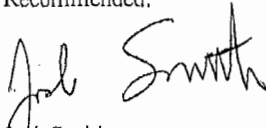
The County Board is authorized to accept grant funds pursuant to sec. 59.52(19), Wis. Stats. As an amendment to the adopted 2019 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.



Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator



## Executive Summary

### Amending the 2019 Human Services Department Budget to Accept a Community Mental Health Services Block Grant Supplemental Award for FFY 2019

Rock County has received Mental Health Block Grant funds for years from the State of Wisconsin. Counties have been offered two payments of additional supplemental funds, the first to be used by 9/30/19 and the second by 9/30/20. This resolution allocates the first payment, \$35,002, to offset a portion of a BACHC prescriber salary. This action allows for additional funding for an initiative to utilize Peer Specialists in the intake and crisis areas of the service continuum.

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Board of Health  
INITIATED BY



Marie-Noel Sandoval  
DRAFTED BY

Board of Health  
SUBMITTED BY

September 24, 2019  
DATE DRAFTED

**Accepting United States Food and Drug Administration (FDA) 'Additional' Training Grant  
and Amending the 2019 Rock County Public Health Department Budget**

1 **WHEREAS**, there are approximately 48 million cases of food-borne illness annual in the United States  
2 affecting 1 in 6 Americans each year, and the Rock County Public Health Department is responsible for  
3 inspecting all food establishments; and,  
4

5 **WHEREAS**, Rock County Public Health Department was awarded an 'additional' training grant from  
6 the United States Food and Drug Administration (FDA) to send staff to training to assist in meeting the  
7 requirements of the Federal Voluntary Food Standardization Program; and,  
8

9 **WHEREAS**, this is an amendment of \$2,275, beginning September 18, 2019 and ending December 5,  
10 2019; and,  
11

12 **WHEREAS**, this grant amendment will provide training to Rock County Public Health Department staff  
13 with the purpose of reducing food-borne illnesses in Rock County.  
14

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

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

Respectfully submitted,

**Board of Health**

\_\_\_\_\_  
Lou Peer, Chair

\_\_\_\_\_  
Eric Gresens, RPh

\_\_\_\_\_  
Connie Winter, DDS, Vice Chair

\_\_\_\_\_  
Kaitlyn Meyers, DVM, MPH

\_\_\_\_\_  
Craig Gramke

\_\_\_\_\_  
Vijaya Somaraju, MD, MPH, FACP

\_\_\_\_\_  
Dave Homan

\_\_\_\_\_  
Judy Wade, WHNP

\_\_\_\_\_  
Danette Rynes

FINANCE COMMITTEE ENDORSEMENT  
Reviewed and approved on a vote of \_\_\_\_\_

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

\_\_\_\_\_  
Date

Accepting United States Food and Drug Administration (FDA) 'Additional' Training Grant and Amending the 2019 Rock County Public Health Department Budget

Page 2

FISCAL NOTE:

This resolution accepts \$2,275 in federal aid for staff training. No County matching funds are required.



Sherry Oja  
Finance Director

LEGAL NOTE:

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



Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

## Executive Summary

While the American food supply is among the safest in the world, the Federal government estimates that there are about 48 million cases of foodborne illness annually—the equivalent of sickening 1 in 6 Americans each year. And each year these illnesses result in an estimated 128,000 hospitalizations and 3,000 deaths. The Rock County Health Department regulates and inspects approximately 850 food establishments annually in order to reduce the potential for food-borne illnesses in our community. Federal Voluntary Retail Food Program standards have been developed to ensure that facilities are properly inspected and inspections meet goals and objectives of the nine federal standards. Rock County will be utilizing this 'additional' FDA training grant to attend one of six national FDA training sessions before December 5, 2019. This training will allow our staff to assist in meeting the voluntary federal standards established by the FDA and to provide food establishment owners, operators, and workers with the latest information on food safety practices.

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Education, Veterans & Aging  
Services Committee  
INITIATED BY



Paula Schutt, Director of Council  
on Aging  
DRAFTED BY

Education, Veterans & Aging  
Services Committee  
SUBMITTED BY

September 25, 2019  
DATE DRAFTED

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

1 **WHEREAS**, the Council on Aging has been awarded funds from the Wisconsin Department of Health  
2 Services to administer the Medicare Improvements for Patients/Providers Act Program that provides  
3 educational services to seniors to improve patient-medical provider relationships; and,  
4

5 **WHEREAS**, the state notified the County after adoption of the 2019 budget of the grant award.  
6

7 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled  
8 this \_\_\_\_\_ day of \_\_\_\_\_, 2019 does hereby amend the 2019 Rock County Council on  
9 Aging budget as follows:

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

Respectfully submitted,

EDUCATION, VETERANS AND AGING SERVICES  
COMMITTEE

FINANCE COMMITTEE  
ENDORSEMENT

\_\_\_\_\_  
Rick Richard, Chair

Reviewed and approved on a vote of  
\_\_\_\_\_

\_\_\_\_\_  
Phil Owens, Vice Chair

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

\_\_\_\_\_  
Tom Brien

\_\_\_\_\_  
Craig Gramke

\_\_\_\_\_  
Vacant

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

FISCAL NOTE:

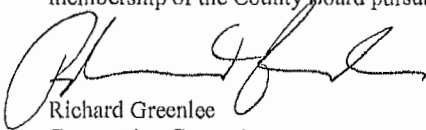
This resolution authorizes the acceptance and expenditure of \$11,220 in state aid to administer the Medicare Improvements for Patient/Providers Act Program. No County matching funds are required.



Sherry Oja  
Finance Director

LEGAL NOTE:

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



Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

## EXECUTIVE SUMMARY

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

No cash match is required.



**BID SUMMARY FORM**

BID NUMBER: 2020-04  
BID NAME: FORECLOSURE OF TAX LIEN SEARCHES  
BID DUE DATE: SEPTEMBER 17, 2019 – 1:30 P.M.  
DEPARTMENT: ROCK COUNTY TREASURER

	BRABAZON TITLE TEAM GROUP JANESVILLE WI
2020 COST PER PARCEL	\$65.00
2021 COST PER PARCEL	\$65.00
2022 COST PER PARCEL	\$70.00

Invitation to Bid was advertised in the Beloit Daily News and on the Internet. Three additional title companies were solicited.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: BRABAZON TITLE TEAM

Michelle L Koettger 9/23/2019  
SIGNATURE DATE

GOVERNING COMMITTEE APPROVAL:

CHAIR VOTE DATE