

172nd BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
172-O-060	11/28/17 11/30/17	Judiciary Finance	ORD: Modify The 2017 District Attorney's Office Budget To Appropriate Expenditures For Operating And Increase Charges For Services Revenue
172-O-061	11/29/17 11/30/17	Judiciary Finance	ORD: Modify The 2017 Sheriff's Department Budget To Appropriate Expenditure Authority For Personnel And Increase Interdepartmental Revenue, Charges For Services Revenue, And Other Revenue
172-O-062	11/28/17 11/30/17	Judiciary Finance	ORD: Accept Donated Fitness Equipment For The Sheriff's Department Workout Room
172-O-063	11/29/17 11/30/17	HHS Finance	ORD: Modify The Department Of Health And Human Services 2017 Budget To Appropriate Expenditures For Clinical Services And Increase Other Revenue
172-O-064	11/29/17 11/30/17	HHS Finance	ORD: Modify The Department Of Health And Human Service 2017 Budget To Appropriate Expenditures For Aging And Disability Resource Center And Increase General Government Revenue
172-O-065	11/28/17 11/30/17	HR Finance	ORD: Approve 2018 Salaries For Seasonal And Temporary Classifications
172-O-066	11/29/17 11/30/17	HR Finance	ORD: Approve 2018 Salary And Benefit Modifications For Non-Represented Employees
172-O-067	11/28/17 11/30/17	County Board	ORD: Approval Of Compromise Settlement Agreement For Worker's Compensation Case Entitled Richard Gillis vs. Waukesha County
172-O-068	12/04/17 12/05/17	HR Finance	ORD: Ratification Of 2018- 2019 Wisconsin Professional Police Association Collective Bargaining Agreement
172-O-069	01/03/18 01/04/18	Land Use	ORD: Authorize Application For And Acceptance Of County Conservation Grant For Okauchee Lake And Lac La Belle 2018 Muskellunge Stocking
172-O-070	01/03/18 01/04/18	Executive Land Use Finance	ORD: Modify 2018 Capital Budget To Increase Expenditures For Capital Project 201605 Menomonee Park Beach House Renovation
172-O-071	01/03/18 01/04/18	Public Works	ORD: Laying Out, Relocation And Improvement Of County Trunk Highway N At Wilton Road, Waukesha County Project I.D. 12-3770(11)
172-O-072	02/07/18 02/08/18	Land Use Finance	ORD: Authorize Property Assessed Clean Energy (PACE) Financing Loan Program
172-O-073	02/07/18 02/08/18	Land Use Finance	ORD: Authorize Joining Wisconsin PACE Commission And Execution Of Joint Exercise Of Powers Agreement
172-O-074	02/06/18 02/08/18	Public Works	ORD: Modify Speed Zone On County Trunk Highway VV
172-O-075	02/07/18 02/08/18	Public Works Finance	ORD: Modify The Airport 2018 Budget For The Acquisition Of Equipment For The Air Traffic Control Tower
172-A-037	02/06/18 02/08/18	Executive	APPT: Abby Lorenz to the Airport Operations Commission
172-A-038	02/06/18 02/08/18	Executive	APPT: Melissa Rigney Baxter to the Waukesha Public Library Board of Trustees

172nd BOARD YEAR
 LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
172-A-039	02/06/18 02/08/18	Executive	APPT: Cathy Priem to the Community Development Block Grant Board
172-R-004	02/07/18 02/08/18	Executive	RES: Authorize Selection And Engagement Of Outside Counsel Regarding Potential Opioid Litigation
172-O-076	02/07/18 02/08/18	HR Land Use Finance	ORD: Create One Regular Full-Time Public Communications Specialist In The Department Of Parks & Land Use
172-O-077	02/07/18 02/08/18	HR Judiciary Finance	ORD: Create One Regular Full-Time Position Of Senior Information Technology Professional And Abolish One Regular Full-Time Position Of Detective
172-O-078	02/07/18 02/08/18	HR HHS Finance	ORD: Modify The Department Of Health And Human Services 2018 Budget To Create Twelve (12) Regular Full Time Sunset Positions
172-O-079	02/06/18 02/08/18	Finance	ORD: Modify 2018 County Budget By A Transfer Of Carryover Funds From 2017 Unexpended Appropriations To 2018 Budgeted Appropriations
172-O-080	02/06/18	Finance	ORD: Modify 2018 County Budget By A Transfer Of Carryover Funds From 2017 Unexpended Appropriations To 2018 Budgeted Appropriations

- 49 (e) "Loan amount" means the principal, interest, administrative fees (including the
50 Program Administrator's fees) and other loan charges to be paid by the borrower
51 under the PACE loan.
52
- 53 (f) "PACE" means the acronym for property assessed clean energy.
54
- 55 (g) "PACE default provisions" means:
56
- 57 1. The delinquent annual installment(s) due when the County initiates the *in rem*
58 property tax foreclosure on the subject property;
59
 - 60 2. Any additional annual installment(s) that become due between the time that the
61 County initiates *in rem* tax foreclosure on the subject property and the date the
62 County receives the foreclosure proceeds;
63
 - 64 3. Any default interest charges applied to unpaid annual installments referenced in
65 subs. (1.) and (2.) above, as provided in the supplemental agreement; and
66
 - 67 4. Any default loan balance.
68
- 69 (h) "PACE lender" means any person that makes a PACE loan, and which may include
70 an affiliate of the borrower.
71
- 72 (i) "PACE loan" means a loan made by a PACE lender to a borrower under this
73 Ordinance for energy efficiency improvements, water efficiency improvements,
74 renewable resource applications or any other purpose that may be authorized under
75 Section 66.0627, Wis. Stats., as it may be amended from time to time, made to or
76 installed on a subject property.
77
- 78 (j) "Person" means any individual, association, firm, corporation, partnership, limited
79 liability company, trust, joint venture or other legal entity, or a political subdivision as
80 defined in Section 66.0627, Wis. Stats.
81
- 82 (k) "Program Administrator" means the person retained by the Wisconsin PACE
83 Commission as provided in subsection (4)(b) of this Ordinance.
84
- 85 (l) "Subject property" means any premises located in the County on which an energy
86 efficiency improvement, water efficiency improvement, renewable resource
87 application, or other improvement authorized under Section 66.0627, Wis. Stats., as it
88 may be amended from time to time, are being or have been made and financed
89 through an outstanding PACE loan.
90
- 91 (m) "Supplemental agreement" means a written agreement among a borrower, a PACE
92 lender and the County, as provided for in subsection (6) of this Ordinance.
93
- 94 (n) "Wisconsin PACE Commission" means the Wisconsin PACE Commission formed
95 under Section 66.0301, Wis. Stats., as amended, by the County and one or more other

96 political subdivisions as defined in Section 66.0627, Wis. Stats., pursuant to a Joint
97 Exercise of Powers Agreement relating to the Wisconsin PACE Commission.
98

99 (3) PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS.

100 Any PACE loan made and secured pursuant to this Ordinance shall be considered a
101 special charge on the subject property. Any annual installment or portion of a PACE loan
102 made and secured pursuant to this Ordinance that becomes delinquent according to the
103 terms of the PACE loan shall be a lien against the subject property and placed on the tax
104 roll, as permitted pursuant to Section 66.0627, Wis. Stats., as amended.
105

106 (4) WISCONSIN PACE COMMISSION.

107
108 (a) Any of the powers and duties of the County under this Ordinance, except for those
109 under subsection (8) may (but are not required to) be delegated to the Wisconsin
110 PACE Commission.
111

112 (b) The Wisconsin PACE Commission is further authorized to retain a Program
113 Administrator to act as its agent to administer the PACE program, subject to
114 adherence with PACE program requirements set forth in this Ordinance and in
115 Section 66.0627, Wis. Stats., as amended.
116

117 (5) LOAN APPROVAL.

118
119 (a) A prospective borrower applying for a PACE loan shall comply with the loan
120 application process set forth in the program manual approved by the County.
121

122 (b) The County shall approve the financing arrangements between a borrower and PACE
123 lender.
124

125 (6) SUPPLEMENTAL AGREEMENT.

126
127 (a) The County, the borrower and the PACE lender shall execute the supplemental
128 agreement which, without limitation:
129

130 1. Shall inform the participants that the PACE loan amount shall be imposed as and
131 considered a special charge, and each year's annual installment may be included
132 on the property tax roll of the subject property as a special charge and an annual
133 installment that is delinquent shall be a lien against the subject property pursuant
134 to Section 66.0627, Wis. Stats., as amended;
135

136 2. Shall recite the amount and term of the PACE loan;
137

138 3. Shall provide for the amount, or a method for determining the amount, of the
139 annual installment due each year;
140

141 4. Shall provide whether default interest may be applied to unpaid annual
142 installments;
143

- 144 5. Shall require the PACE lender and the borrower to comply with all federal, state,
 145 and local lending and disclosure requirements;
 146
 147 6. Shall provide for any fees payable to the County and/or Program Administrator;
 148
 149 7. Shall recite that the supplemental agreement is a covenant that runs with the land;
 150
 151 8. May provide for prepayments of annual installments by the borrower with a
 152 resulting reduction in the special charge for the prepayment, subject to any
 153 prepayment premium charged by the PACE lender, if any; and
 154
 155 9. May allow for amendment by the parties.
 156
 157 (b) Prior to executing the supplemental agreement, the owner of the subject property, if
 158 different from the borrower, and any existing mortgage holder(s) on the subject
 159 property must have executed a separate writing acknowledging the borrower's use of
 160 PACE financing for the subject property and the special charge that will be imposed
 161 under this Ordinance and its consequences, including the remedies for collecting the
 162 special charge.
 163
 164 (c) Each PACE loan shall be amortized over the term of the PACE loan as provided in
 165 the supplemental agreement.
 166
 167 (d) The annual payments of a PACE loan may be payable in installments as authorized
 168 by Section 66.0627, Wis. Stats., as amended.
 169
 170 (7) ANNUAL INSTALLMENTS ADDED TO TAX ROLLS. Upon request of the Program
 171 Administrator the County shall place each year's annual installment on the tax roll for the
 172 subject property as permitted pursuant to Section 66.0627, Wis. Stats., as amended.
 173
 174 (8) REMITTANCE OF SPECIAL CHARGES. The County shall promptly remit to the
 175 Wisconsin PACE Commission any payment(s) for a special charge imposed under this
 176 Ordinance, including penalties and charges thereon, it may receive from any taxing
 177 district or the County treasurer pursuant to Chapter 74 of the Wisconsin Statutes, as
 178 amended.
 179
 180 (9) PROPERTY TAX FORECLOSURE PROCEDURE.
 181
 182 (a) The County elects to utilize the provisions of Section 75.521, Wis. Stats., as
 183 amended, for the purpose of enforcing tax liens if a subject property owner fails to
 184 pay any special charge imposed on the subject property under this Ordinance as
 185 required.
 186
 187 (b) The County shall include such subject property in its annual *in rem* property tax
 188 foreclosure proceeding, unless the County determines such subject property is a
 189 "brownfield" (as defined in Section 75.106, Wis. Stats., as amended) or that including
 190 the subject property in the *in rem* property tax foreclosure is not in the best interest of
 191 the County due to a condition of the subject property or for any other reason.

192 (c) If the County has determined that it will not include such subject property in its
193 annual *in rem* property tax foreclosure proceeding, or if included, that it does not wish
194 to take judgment on the subject property for any reason, then the PACE lender may
195 request that the County, pursuant to Section 75.106, Wis. Stats., as amended,
196 commence or continue the *in rem* proceeding against the subject property and assign
197 the County's right to take judgment against the subject property to the PACE lender,
198 provided that the PACE lender and the County fully comply with all provisions of
199 Section 75.106, Wis. Stats., as amended, concerning the subject property and the
200 PACE lender agrees to pay the amounts required by Section 75.36(3)(a)1, 1m and 3,
201 as amended.
202

203 (d) Any assignment to the PACE lender pursuant to Section 75.106, Wis. Stats., as
204 amended, permitted under sub (c) shall include and be conditioned upon an
205 indemnification from the PACE lender that holds the County harmless against any
206 loss, expense, liability or damage that the County may incur as a result of an action
207 under Sections 75.144, 75.521(14a) or 893.25, Wis. Stats., as amended.
208

209 (10) SALE OF FORECLOSED PROPERTY. If the County obtains judgment in an *in rem*
210 property tax foreclosure proceeding against a subject property, the County shall diligently
211 proceed to sell the subject property pursuant to the procedures set forth in Section 75.69,
212 Wis. Stats., as amended, and Chapter 6, Article VI of the Waukesha County Code, as
213 amended.
214

215 (11) DISTRIBUTION OF FORECLOSURE PROCEEDS. The County treasurer shall follow
216 the procedures set forth in Section 75.36, Wis. Stats., as amended, to distribute the
217 proceeds from the sale of a subject property.
218

219 BE IT FURTHER ORDAINED that this Ordinance shall sunset three years after the effective
220 date of this Ordinance unless the County Board adopts an ordinance for its continuation.

1 AUTHORIZE JOINING WISCONSIN PACE COMMISSION AND
2 EXECUTION OF JOINT EXERCISE OF POWERS AGREEMENT
3
4

5 WHEREAS, pursuant to Wis. Stat. § 66.0301, two or more municipalities of the State of
6 Wisconsin, may by contract create a commission for the joint exercise of any power or duty
7 required or authorized by law; and
8

9 WHEREAS, Waukesha County is a “municipality” as that term is defined in Wis. Stat. §
10 66.0301 and a political subdivision located in the State; and
11

12 WHEREAS, Waukesha County is empowered by law to promote economic, cultural and
13 community development, including, without limitation, the promotion of opportunities for the
14 creation or retention of employment, the stimulation of economic activity, the increase of the tax
15 base, and the promotion of opportunities for education, cultural improvement and public health,
16 safety and general welfare, which may be accomplished by various means; and
17

18 WHEREAS, Wis. Stat. § 66.0627(8) authorizes a city, a village, a town and a county in this State
19 to, among other things, make a loan to or otherwise arrange, participate in or facilitate the
20 financing of an energy improvement, a water efficiency improvement or a renewable resource
21 application to a real property within its jurisdiction and to provide for such financing through the
22 imposition of a special charge against the property benefitted by the energy or water efficiency
23 improvement or renewable resource project; and
24

25 WHEREAS, such financings are commonly referred to as “Property Assessed Clean Energy” or
26 “PACE” financings; and
27

28 WHEREAS, Waukesha County has determined that it is in the public interest to provide real
29 property owners, lessees, lenders and other transaction parties in Waukesha County with access
30 to a uniformly-administered program for PACE financing; and
31

32 WHEREAS, In 2016, Dunn, Eau Claire, and La Crosse counties, with the support and counsel
33 of the Wisconsin Counties Association, League of Wisconsin Municipalities, Green Tier Legacy
34 Communities and other stakeholders created a commission pursuant to Wis. Stat. § 66.0301 to be
35 known as the Wisconsin PACE Commission (“Commission”); and
36

37 WHEREAS, the Commission was created and operates in accordance with a Joint Exercise of
38 Powers Agreement Relating to Wisconsin PACE Commission (“Commission Agreement”); and
39

40 WHEREAS, since 2016, the Commission has grown to 27 members, including the counties of
41 Brown, Dane, Kenosha, Ozaukee, Racine, and Washington; and
42

43 WHEREAS, it is in Waukesha County’s best interests to join the Wisconsin PACE Commission
44 and authorize the execution of the Commission Agreement; and
45

46 WHEREAS, in accordance with Wis. Stat. § 66.0627 and the provisions of the Commission
47 Agreement, Waukesha County must adopt an Ordinance relating to the administration of PACE
48 financings in Waukesha County and throughout the State (“PACE Ordinance”); and

49
50 WHEREAS, adoption of the PACE Ordinance is a necessary condition to Waukesha County
51 entering into the Commission Agreement; and

52
53 WHEREAS, Waukesha County has now adopted the PACE Ordinance; and

54
55 WHEREAS, it is the intent of this Ordinance to authorize Waukesha County to become a
56 member of the Commission and authorize a duly-appointed representative of Waukesha County
57 to finalize and execute the Commission Agreement.

58
59 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
60 that Waukesha County shall join the Wisconsin PACE Commission (“Commission”).

61
62 BE IT FURTHER ORDAINED that the Waukesha County Executive or his designee is
63 authorized to finalize and execute the Joint Exercise of Powers Agreement Relating to the
64 Commission (“Commission Agreement”) on behalf of Waukesha County in a form substantially
65 similar to the Commission Agreement now on file in the Waukesha County Corporation Counsel
66 Office and to take all other action necessary to effectuate the intent of this Ordinance.

67
68 BE IT FURTHER ORDAINED that the Waukesha County Executive shall designate the
69 Waukesha County “Representative Director” of the Board of Directors of the Commission in
70 accordance with the Commission Agreement, he or she to serve at the pleasure of the Waukesha
71 County Executive.

JOINT EXERCISE OF POWERS AGREEMENT

relating to

WISCONSIN PACE COMMISSION

a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Governance; Administration

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

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

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

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

(2) *Nominee Directors.*

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

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

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

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

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

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

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

(c) Meetings of the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. Additional Members; Withdrawal of Members.

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

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

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

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

Section 14. Model PACE Ordinance for County Members.

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

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

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

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

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

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

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

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

Section 19. Amendments.

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

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

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

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

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

Section 22. Miscellaneous.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

Joint Exercise of Powers Agreement
relating to
WISCONSIN PACE COMMISSION

EXHIBIT A
Model Pace Ordinance



Waukesha County
Department of Public Works

TO: Waukesha County Board of Supervisors
CC: Allison Bussler, Gary Evans
FROM: Bruce Barnes, P.E., PTOE
DATE: January 16, 2018
SUBJECT: Proposed reduction of CTH VV posted speed limit between Huntington St & 700-feet east of Lake Five Rd

Lowering the CTH VV 55-MPH speed limit to 45-MPH is recommended between Huntington Street and 700-feet east of Lake Five Road. This posted speed limit reduction addresses concerns raised by the Village of Merton and local residents. The attached exhibit shows the vehicle speeds observed, collision rates, and traffic counts along this 0.69-mile segment of CTH VV.

Vehicle speeds were measured at three locations between Huntington Street and east of Lake Five Road during weekday afternoons when traffic flows freely. The 85th-percentile speeds observed along this segment of CTH VV ranged from 10 MPH slower than the 55-MPH speed limit near Huntington Street to only 1 MPH faster near Lake Five Road.

Nine collisions were reported during a 5.5-year period (averaging 1.6/year during Jan 2012-June 2017) along the segment of CTH VV between Huntington Street and 700-feet east of Lake Five Road. This crash rate is slightly lower than the statewide average for 2-lane rural highways having similar traffic volumes. Another 13 collisions occurred at the CTH VV/Lake Five Road intersection. Six of all these 22 collisions had citations for 'failure to keep vehicle under control' or 'driving too fast for conditions'. Seven other collisions were caused by failure to yield at STOP signs of the CTH MD (Moraine Dr) intersection and Lake Five Rd intersection along CTH VV. Minor sign improvements will be completed separately for addressing these intersection-area collisions.

Lowering the CTH VV posted speed limit to 45-MPH, between Huntington Street and a point 700-feet east of Lake Five Road, is recommended to accompany the Village of Merton's recent decision to install speed monitors along CTH VV at Village entrances near the Huntington Street and Trowbridge Trail intersections.

If the County Board approves this Ordinance, then a new 45-MPH speed limit along this segment of CTH VV would

- 1) Correspond more closely with prevailing speeds,
- 2) Reduce collision risks at three intersections and
- 3) Designate a transition speed zone along growing residential subdivision areas in the Town of Lisbon between an existing rural area 55-MPH zone and a 25-MPH zone in the Village of Merton,.

Table 1
Speed Limits and Authority to Change

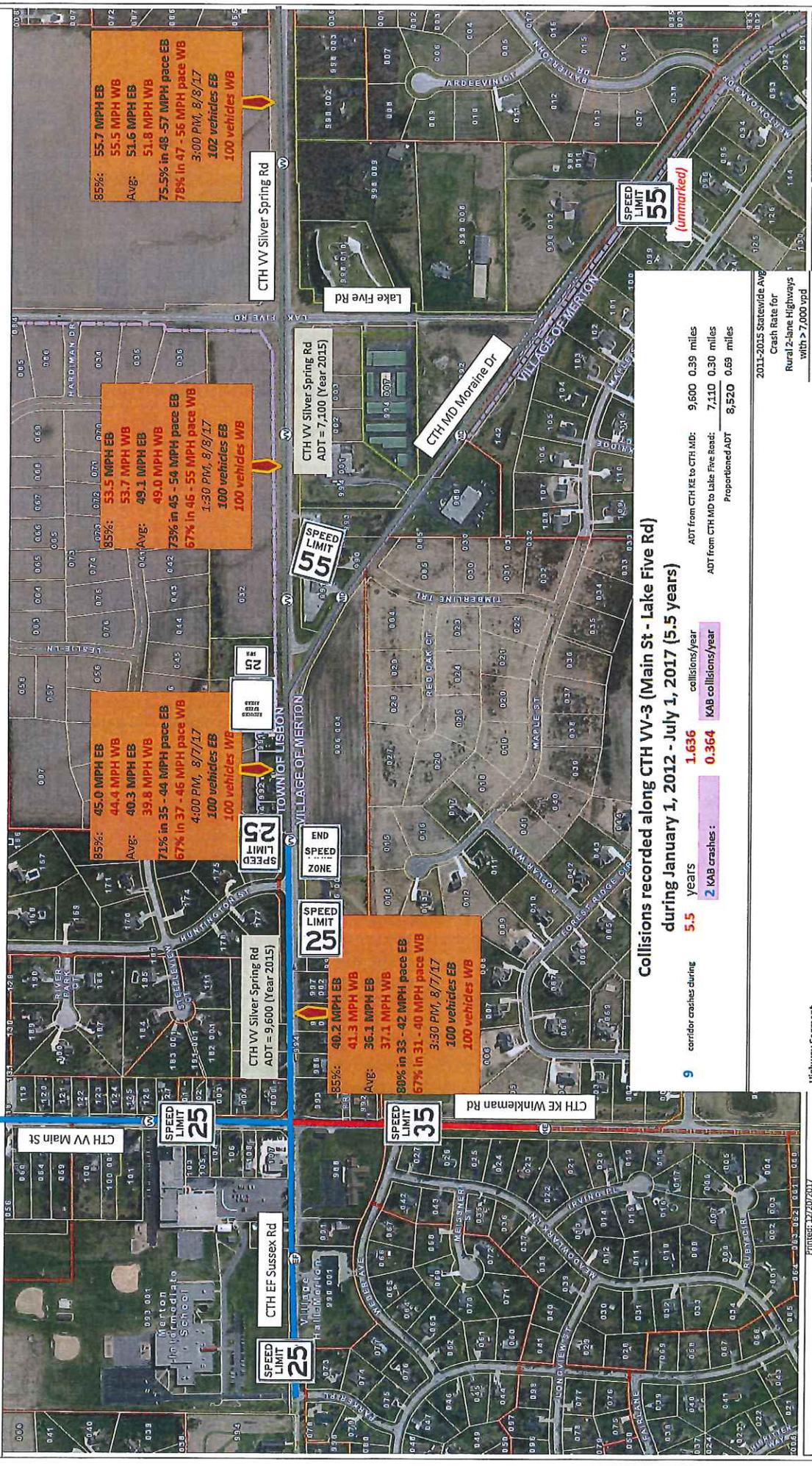
Fixed Limits – Statute 346.57(4) ^(a)	Local Government Authority ^(b) – Statute 349.11(3) and (7) ^(a)
65 mph – Freeway / Expressway	WisDOT only.
55 mph – State Trunk Highways (STHs)	WisDOT only.
55 mph – County Trunk Highways (CTHs), town roads	Lower the speed limit by 10 MPH or less.
45 mph – Rustic roads	Lower the speed limit by 15 MPH or less.
35 mph – Town road (1,000’ min) with 150’ driveway spacing	Lower the speed limit by 10 MPH or less.
25 mph – Inside corporate limits of a city or village (other than outlying district)	Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less.
35 mph – Outlying district ^(c) within city or village limits	Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less
35 mph – Semi-urban district ^(d) outside corporate limits of a city or village	Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less.
15 mph – School zone, when conditions are met	Raise the speed limit to that of the roadway. Lower the speed limit by 10 MPH or less.
15 mph – School crossing, when conditions are met	Raise the speed limit to that of the adjacent street. Lower the speed limit by 10 MPH or less.
15 mph – Pedestrian safety zone with public transit vehicle stopped	No changes permitted.
15 mph – Alley	Lower by 10 MPH or less.
15 mph – Street or town road adjacent to a public park	Lower by 10 MPH or less.
Construction or maintenance zones, as appropriate ^(e)	State and local agencies have authority to establish.

Notes:

- (a) Source: Updated 2007-2008 Wisconsin Statutes Database
- (b) All speed limit changes **shall** be based on a traffic engineering study, including modifications allowed under State Statute. Local governments can implement speed limit changes on the local road system without WisDOT approval when proposals are within the constraints identified above.
- (c) Per Statute 346.57(1)(ar) “outlying district” is an area contiguous to any highway within the corporate limits of a city of village where on each side of the highway within any 1,000 feet buildings are spaced on average more than 200 feet apart.
- (d) Per Statute 346.57(1)(b) “semiurban district” is an area contiguous to any highway where on either or both sides of the highway within any 1,000 feet buildings are spaced on average less than 200 feet apart.
- (e) Guidance on establishing speed limits in work zones is available in https://trust.dot.state.wi.us/extntgtwy/dtid_bho/extranet/manuals/tgm/13/13-05-06.pdf.

Modified from original found in WisDOT Traffic Guidelines Manual, Chapter 13-5-1, Figure 1, June 2009.

CTH VV-3 Speed Study



Collisions recorded along CTH VV-3 (Main St - Lake Five Rd) during January 1, 2012 - July 1, 2017 (5.5 years)

corridor crashes during	5.5 years	collisions/year	ADT from CTH KE to CTH MD:	9,600	0.39 miles
	2 KAB crashes:	0.364	KAB collisions/year	7,110	0.30 miles
			ADT from CTH MD to Lake Five Road:	8,520	0.69 miles
			Proportioned ADT		

2011-2015 Statewide Avg
Rural 2-lane Highways with > 7,000 vpd
Crash Rate for: 90.04
crashes per 100 million vehicle miles travelled (HMVMT)
KAB Crash Rates: 17.90
KAB crashes per 100 million vehicle miles travelled (HMVMT)

0 400.00 Feet

Printed: 12/29/2017

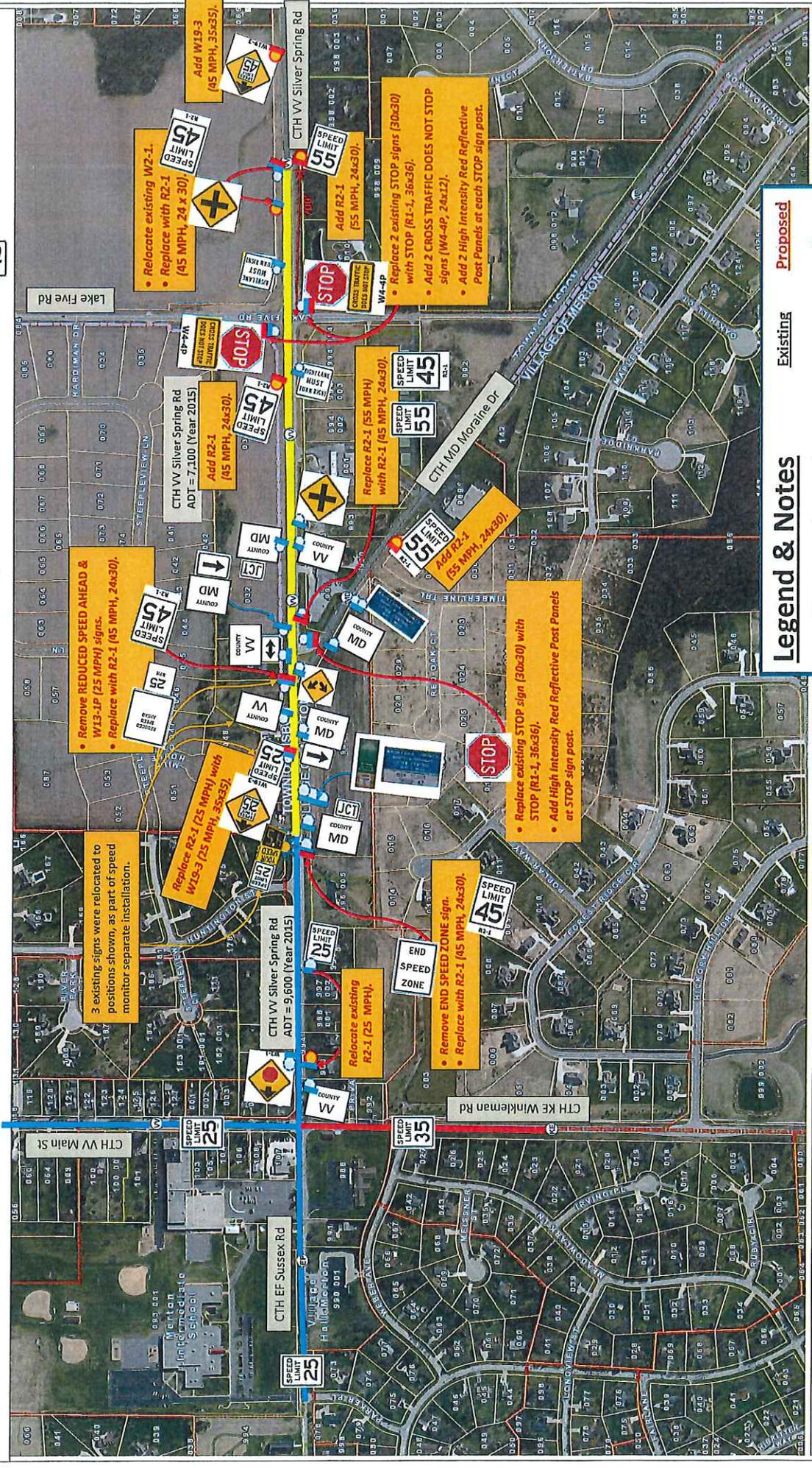
Referred to: 02/08/18

Referred to: PW

LAND INFORMATION SYSTEMS DIVISION

ADD CTH W-3 Speed Transition Zone

SPEED LIMIT 45



Legend & Notes

Sign mounted on steel post:

Existing 

Proposed 

Printed: 1/16/2017

400.00 Feet

Retained on: 02/09/18

File Number: 172-O-074

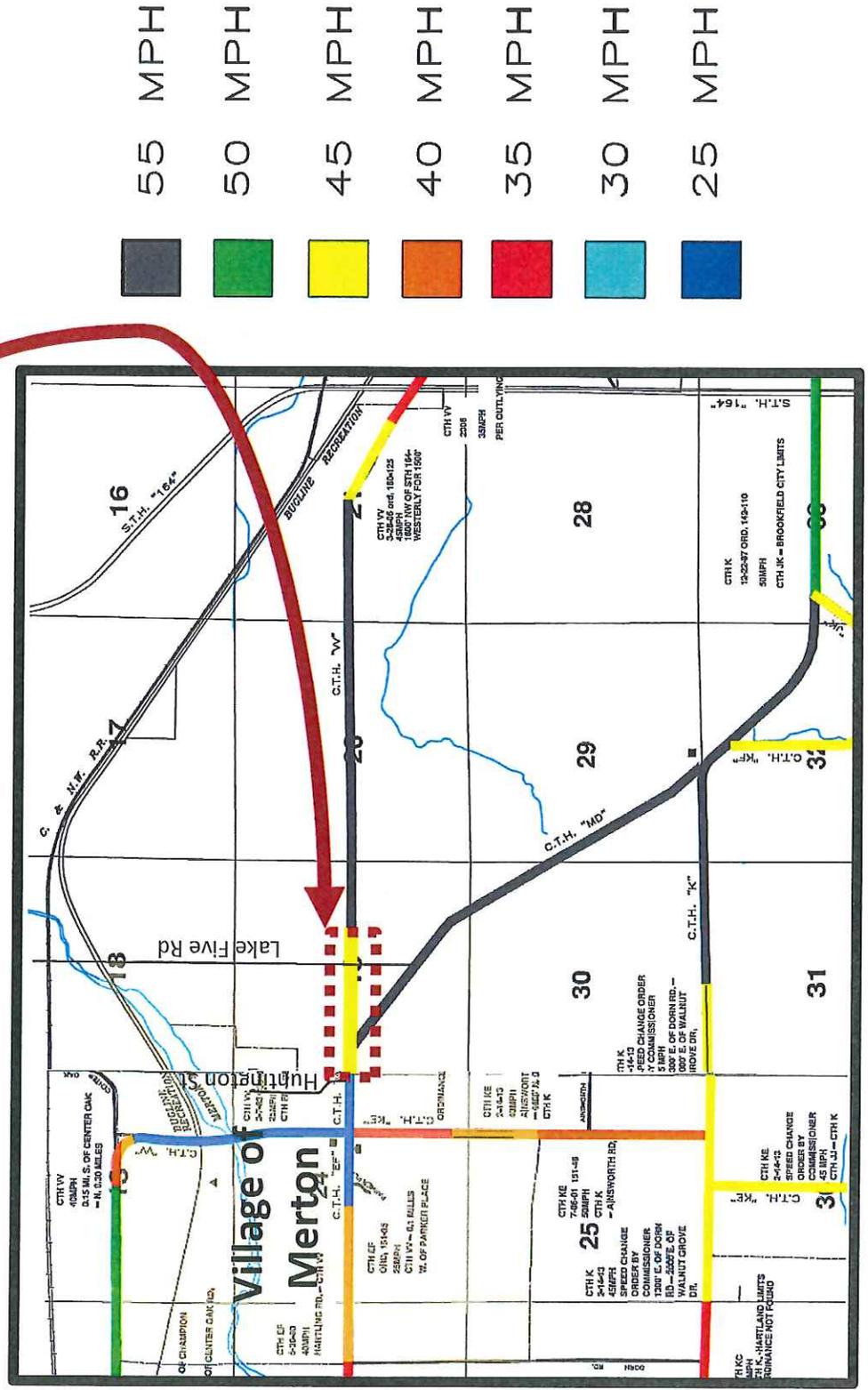
Retained to: PW

CTH VV

Huntington Street to 700-foot east of Lake Five Road

Village of Merton & Town of Lisbon
Waukesha County

45 MPH PROPOSED Posted Speed Limit (0.7 miles)



1 MODIFY THE AIRPORT 2018 BUDGET FOR THE ACQUISITION OF
2 EQUIPMENT FOR THE AIR TRAFFIC CONTROL TOWER
3
4

5 WHEREAS, the Air Traffic Control Tower (ATCT) was built in 1996 and it was agreed upon by
6 the Federal Aviation Administration (FAA) and Waukesha County that the building, as well as
7 all necessary equipment, would be furnished and maintained by Waukesha County; and
8

9 WHEREAS, the 10-year old digital voice recorder and accompanying time server in the ATCT
10 are beginning to fail, and the companies with whom they were purchased are no longer
11 supporting these models; and
12

13 WHEREAS, also, the Internet Technology (IT) room in the ATCT currently lacks sufficient
14 ventilation to cool equipment and an air conditioning unit is now required to prevent equipment
15 from overheating, and
16

17 WHEREAS, each of the following equipment acquisitions do not meet the criteria of a capital
18 project (i.e., less than \$100,000); and
19

20 WHEREAS, the 2018 adopted budget did not anticipate these replacements.
21

22 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
23 that the Airport 2018 budget be modified by increasing fixed assets by \$30,000 and increasing
24 Airport Fund balance revenues by \$30,000 for the purchase, installation, and upgrade of
25 equipment in the Air Traffic Control Tower.

FISCAL NOTE

MODIFY THE AIRPORT 2018 BUDGET FOR THE ACQUISITION OF
EQUIPMENT FOR THE AIR TRAFFIC CONTROL TOWER

This ordinance appropriates \$30,000 of fixed asset expenditures in the Airport Operations Fund for equipment purchases and increases the Airport Fund balance revenue budget by \$30,000. According to department management, \$20,000 is planned to replace a digital voice recording system that is beginning to fail, and \$10,000 is planned to install air conditioning in the Air Traffic Control Tower (ATCT) IT room to prevent equipment from overheating.

Department management indicates that the initial plan was to replace the digital voice recorder in 2019, but unexpected issues required replacement sooner. The need for air conditioning in the IT room is largely due to storing more equipment (e.g., servers) now than when the ATCT was originally built. Management is developing an airport equipment replacement plan to better anticipate maintenance and replacement needs in the 2019 and future budgets.

Ongoing maintenance for the digital voice recorder are estimated at \$1,800 annually. Facilities management does not expect the additional utility costs from the air conditioner to be significant (i.e., less than \$1,000 annually).

These replacements are funded with Airport Fund Balance, and any balance remaining from these replacements will lapse to Airport Fund balance reserves at year-end.

Linda Witkowski

Linda Witkowski
Budget Manager
2/6/2018
BPD

JE# 2018-00001176



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: February 5, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of Citizen Member to the Airport Operations Commission

I am pleased to submit to the County Board for your consideration, the appointment of Abby Lorenz to the Airport Operations Commission. She will be fulfilling the unexpired term of Mike Payne, who recently resigned. Ms. Lorenz's term, if appointed, will expire in July of 2023.

PF:kb

cc: Kathleen O. Novack
Allison Bussler

WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: February 5, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of Citizen Member to the Waukesha Public Library
Board of Trustees

I am pleased to submit to the County Board for your consideration, the appointment of Ms. Melissa Rigney Baxter to the Waukesha Public Library Board of Trustees. Ms. Baxter is the Director of Foundation and Corporate Relations for Carroll University and has a background in freelance writing and editing for various newspapers and publications. Ms. Baxter is also involved in the community, serving on the ProHealth Care Benefit Committee and the Waukesha Education Foundation. Ms. Baxter would be fulfilling the unexpired term of Laura Probst, who recently resigned. Her term, if appointment, will expire in July of 2020.

PF:kb

cc: Kathleen O. Novack
Connie Meyer



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: February 5, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of County Representative to the Community Development Block Grant Board

I am pleased to submit to the County Board for your consideration, the appointment of Ms. Cathy Priem to serve on the Waukesha County Community Development Block Grant Board effective beginning 5/2018. Ms. Priem is the owner of Premar, LLC Real Estate Services and in addition to her work in the real estate profession, Ms. Priem is active in the community including being a member of the Waukesha Rotary club. Her professional experience and community involvement will be an asset to the CDBG Board as it deliberates funding for area not-for-profit organizations and housing projects to serve low and moderate income individuals and families. Ms. Priem's term, if appointed will expire in 5/2021.

Thank you

PF:kb

cc: Kathleen O. Novack
Kristin Silva

1 AUTHORIZE SELECTION AND ENGAGEMENT OF OUTSIDE
2 COUNSEL REGARDING POTENTIAL OPIOID LITIGATION
3
4

5 WHEREAS, Waukesha County is in the midst of an opioid epidemic that is claiming many lives
6 each year, destroying families and harming communities; and
7

8 WHEREAS, concerns surrounding opioid use, abuse and overuse by citizens, residents and
9 visitors are not unique to Waukesha County as the opioid epidemic spans across the country,
10 infiltrating communities and affecting individuals of all ages, races, ethnicity, education and
11 socioeconomic status; and
12

13 WHEREAS, the societal costs associated with the opioid epidemic are staggering and, according
14 to the Centers for Disease Control and Prevention (CDC), amount to over \$75 billion annually;
15 and
16

17 WHEREAS, the National Institute for Health has identified the manufacturers of certain of the
18 opioid medications as being directly responsible for the rapid rise of the opioid epidemic by
19 virtue of their aggressive and, according to some, unlawful and unethical marketing practices;
20 and
21

22 WHEREAS, in response to this epidemic state and local governments around the country have
23 filed lawsuits against wholesale distributors, claiming a violation of the federal Controlled
24 Substances Act by failing to alert the U.S. Drug Enforcement Administration of suspicious
25 opioid purchases, or against manufacturers stating an exaggeration of the benefits of the
26 medication and a failure to warn doctors about the extreme addictive nature of the opioids, or
27 against opioid manufacturers that lobbied politicians to maintain a favorable political climate for
28 the continued and expanded use of opioids and/or intentionally falsely represented to doctors and
29 other stakeholders the addictive properties of opioids; and
30

31 WHEREAS, certain opioid manufacturers have faced civil and criminal liability for their actions
32 that relate directly to the rise of the opioid epidemic; and
33

34 WHEREAS, state and local governments have previously filed lawsuits against industries
35 engaging in illegal business practices to protect their citizens; and
36

37 WHEREAS, the County is aware that other counties and local governments have filed lawsuits
38 against certain opioid manufacturers to force persons and entities responsible for the opioid
39 epidemic to assume financial responsibility for the costs borne by governments and citizens to
40 address and combat the opioid epidemic; and
41

42 WHEREAS, Waukesha County has spent significant amounts of unexpected and unbudgeted
43 time and resources in its programs and services related to the opioid epidemic; and
44

45 WHEREAS, Waukesha County is responsible for a multitude of programs and services, all of
46 which require the County to expend resources generated through state and federal aid, property
47 tax levy, fees and other permissible revenue sources; and
48

49 WHEREAS, the need to direct increasing resources toward addressing the opioid epidemic
50 makes it more and more difficult to provide other essential programs and services as all
51 resources the County directs toward the opioid epidemic cannot be used for other essential
52 programs and services that the County provides to its citizens, residents and visitors; and
53

54 WHEREAS, it is prudent for Waukesha County to explore every option available to combat the
55 opioid epidemic in Waukesha County, including potential litigation against pharmaceutical
56 companies, wholesale distributors, manufacturers and/or other entities whose actions may have
57 contributed to or exacerbated the ongoing opioid epidemic; and
58

59 WHEREAS, through pursuit of claims against such entities and/or individuals, the County would
60 be attempting to hold those persons and entities that had a significant role in the creation of the
61 opioid epidemic responsible for the financial costs assumed by the County in dealing with the
62 opioid epidemic.
63

64 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA
65 RESOLVES that the Waukesha County Corporation Counsel, at his discretion, is authorized to
66 select outside counsel and to enter into a contingency fee arrangement with outside counsel,
67 whereby outside counsel will not be compensated unless the County receives a financial benefit
68 as a result of the proposed claims, to commence a lawsuit on behalf of the County, against any
69 pharmaceutical company, wholesale distributor, manufacturer and/or other entity or individual
70 that engages in practices that contribute to the ongoing opioid epidemic within Waukesha
71 County.

1 CREATE ONE REGULAR FULL-TIME PUBLIC COMMUNICATIONS SPECIALIST IN
2 THE DEPARTMENT OF PARKS & LAND USE
3
4

5 WHEREAS, Waukesha County Department of Parks & Land Use in 2017 completed a strategic
6 planning process in order to be more proactive in addressing needs of our business and citizen
7 customers; and
8

9 WHEREAS, additional emphasis will be placed on centralizing Department public
10 communications work, and consolidation of messaging for efficiency; and
11

12 WHEREAS, the work of this position will be used to drive revenue enhancement opportunities,
13 increase volunteer and corporate involvement in Department events and programs, and assist in
14 meeting existing program public communications needs; and
15

16 WHEREAS, no additional funding outside of the 2018 budget for the Parks and Land Use
17 Department will be needed to cover the costs of this position.
18

19 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
20 that, effective upon final approval of this ordinance, one regular full-time position of Public
21 Communications Specialist, Open Range 06 (\$21.60/hr minimum, \$24.85/hr mid-point,
22 \$28.58/hr maximum) be created in the Department of Parks & Land Use.
23

24 BE IT FURTHER ORDAINED that the classification specification for Public Communications
25 Specialist on file in the County Clerk's Office and the Division of Human Resources of the
26 Department of Administration be adopted upon final approval of this ordinance.
27

28 BE IT FURTHER ORDAINED that the one regular full-time position of Public Communications
29 Specialist shall be funded from the personnel expenses in the existing 2018 budget for the Parks
30 and Land Use Department.

FISCAL NOTE

CREATE ONE REGULAR FULL-TIME PUBLIC COMMUNICATIONS SPECIALIST IN
THE DEPARTMENT OF PARKS AND LAND USE

This ordinance creates a regular full-time (1.00 FTE) public communications specialist (salary range \$44,928 - \$59,446) in the Department of Parks and Land Use. Department management indicates that the position will be used to drive revenue enhancement opportunities, increase volunteer and corporate involvement in Department events, and assist in communicating programmatic information to the public, particularly in the use of social media. The position is expected to be allocated between Parks Operations Division and the Material Recycling Facility (MRF) Fund within existing Personnel Costs appropriation units.

Assuming the new position is filled at the entry salary level, with a position effective date of March 1, 2018, the partial-year costs are estimated at \$54,300. To manage these additional position costs, the Department of Parks and Land Use has indicated it will leave extra-help graduate intern positions vacant in both the Parks-General fund and MRF Fund; as they become vacant and available, resulting in personnel savings of \$32,318. The remaining position costs of \$21,987 will be managed within their total Parks Programs personnel budgeted costs of 3,256,523.

The total full-year cost of this position, with benefits, is estimated at \$70,900. The Department expects to fund the position within their 2019 budget resources.



Linda Witkowski
Budget Manager
2/6/2018
ST

1 CREATE ONE REGULAR FULL-TIME POSITION OF SENIOR INFORMATION
2 TECHNOLOGY PROFESSIONAL AND ABOLISH ONE REGULAR
3 FULL-TIME POSITION OF DETECTIVE
4
5

6 WHEREAS, the Waukesha County Sheriff's Department currently operates and staffs a
7 computer forensics unit with two full-time sworn detectives; and
8

9 WHEREAS, the technical expertise required to staff the unit is significant and not easily
10 obtained by sworn staff who are not trained in the information technology field; and
11

12 WHEREAS, the amount of training required to provide sworn staff with the skills necessary to
13 be successful in the computer forensics unit is cost and time prohibitive, and
14

15 WHEREAS, the number of cases that require computer forensics expertise has increased
16 exponentially; and
17

18 WHEREAS, the Waukesha County Sheriff's Department has worked with the Waukesha County
19 District Attorney's Office to ensure that non-sworn staff could be utilized to gather evidence
20 used in the development of a case; and
21

22 WHEREAS, no additional funding outside of the Sheriff's Department 2018 budget will be
23 needed to cover the costs of this position.
24

25 WHEREAS, the Sheriff's Department has a vacant Detective position that will make this
26 transition most timely, and
27

28 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
29 that, effective upon final approval of this ordinance, one regular full-time position of Senior
30 Information Technology Professional, Open Range 15, (\$33.53/hour minimum, \$38.54/hour
31 mid-point, \$44.33/hour maximum) be created and that one regular full-time position of
32 Detective, WPPA Step Range (\$33.22/hour-\$35.96/hour) be abolished in the Waukesha County
33 Sheriff's Department.
34

35 BE IT FURTHER ORDAINED that the one regular full-time position of Senior Information
36 Technology Professional shall be funded from the personnel expenses in the existing 2018
37 budget for the Sheriff's Department.

FISCAL NOTE

CREATE ONE REGULAR FULL-TIME POSITION OF SENIOR INFORMATION
TECHNOLOGY PROFESSIONAL AND ABOLISH ONE REGULAR
FULL-TIME POSITION OF DETECTIVE

This ordinance creates a regular full time 1.00 FTE Senior Information Technology Professional (salary range \$69,742-\$92,206) and abolishes a regular full time 1.00 FTE Detective (salary range \$69,098-\$74,797) in the Sheriff's Department—General Investigations Division. According to the department, this will give the Sheriff more technical expertise in the position than the current Detective position.

The Detective position proposed to be abolished is vacant with a full year position budget of \$86,734. The Senior Information Technology Professional position being created is estimated at an annual cost \$81,970, resulting in a budget savings of \$4,764. The delay in filling the position will contribute additional vacancy and turnover savings for the Department in 2018.

This ordinance results in no additional tax levy for the 2018 budget.



Linda Witkowski
Budget Manager
2/6/2018
MY

1 MODIFY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES 2018 BUDGET
2 TO CREATE TWELVE (12) REGULAR FULL TIME SUNSET POSITIONS
3
4

5 WHEREAS, the Waukesha County Department of Health and Human Services (WCDHHS),
6 Aging and Disability Resource Center (ADRC) provides the public with information related to
7 aging or living with a disability, including information, referral, assistance, long-term care,
8 financial and functional eligibility, long-term care options, short-term case management, elderly
9 and disability, benefits counseling, prevention, early intervention, health promotion,
10 outreach/marketing, advocacy, and emergency referrals; and
11

12 WHEREAS, the Waukesha County Department of Health and Human Services receives
13 approximately \$2.3 million annually in state grant funding to provide ADRC services; and
14

15 WHEREAS, the grant funding from the state generates additional federal Medicaid revenues for
16 the ADRC through activity reporting of ADRC staff, which in total with the state grant provide
17 the Waukesha County ADRC with over \$4.2 million in annual revenue; and
18

19 WHEREAS, the ADRC grant activities are not funded with county tax levy and are funded
20 entirely with state and federal grant funds, and total grant funding available varies annually
21 based on the rate at which federal funding is earned to match state grant dollars; and
22

23 WHEREAS, the ADRC currently fulfills staffing requirements to meet ADRC grant
24 requirements through a mix of county and contracted staff; and
25

26 WHEREAS, the State has notified the contracted provider that they can no longer provide these
27 services to WCDHHS ADRC, and to comply with the State's policy, the provider has
28 subsequently notified WCDHHS that they will no longer provide contracted staff to WCDHHS
29 ADRC; and
30

31 WHEREAS, the WCDHHS ADRC could more efficiently meet operational and administrative
32 requirements by eliminating the use of contracted staff to meet ADRC grant requirements; and
33

34 WHEREAS, the ADRC can meet the requirements of the ADRC grant with the addition of ten
35 (10) regular full-time Senior ADRC Specialist sunset positions and two (2) regular full-time
36 Benefit Specialist sunset positions; and
37

38 WHEREAS, the elimination of contracted staff will reduce operating expenses, and the addition
39 of twelve (12) regular full-time positions will increase personnel expenses.
40

41 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
42 that effective 4/28/2018, the 2018 Department of Health and Human Services ADRC Contract
43 Fund Budget be modified to create ten (10) Regular Full-Time Senior ADRC Specialist (Open
44 Range 09, 2018 salary - \$25.01/hour – \$33.08/hour) and two (2) Regular Full-Time Benefit
45 Specialist (Open Range 07, 2018 salary - \$22.69/hour - \$30.00/hour) sunset positions based on
46 the continuing availability of ADRC Grant funds. These positions will be reduced or eliminated
47 if grant funding is reduced or eliminated.
48

49 BE IT FURTHER ORDAINED that the 2018 Department of Health and Human Services ADRC
50 Contract Fund budget be modified by reducing operating expenses by \$547,538 and increasing
51 personnel costs by \$547,538.

FISCAL NOTE

MODIFY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES 2018 BUDGET TO
CREATE TWELVE (12) REGULAR FULL TIME SUNSET POSITIONS

This ordinance creates ten regular, full-time (10.00 FTE) senior ADRC specialist sunset positions (salary range \$52,021 - \$68,806) and two regular, full-time (2.00 FTE) Benefit Specialist sunset positions (salary range \$47,195 - \$62,400) in the Health and Human Services (HHS) - Aging and Disability Resource Center (ADRC) Contract Fund. According to the department, these positions are needed as a result of the State of Wisconsin instructing the current contracted service provider that the agency can no longer provide ADRC services as of April 28, 2018 for the HHS – ADRC program as required and necessary. The 2018 budgeted contract is \$842,074 with prorated budgeted funding of \$547,538 available and transferred to personnel costs by this ordinance for these positions through year end.

The Department plans to under-fill the ten Senior ADRC Specialist positions with ADRC Specialist positions with a lower salary range of (\$47,195 to \$62,400). Current-year personnel costs (including salary and benefits) for the twelve positions (including ten under- filled positions) and assuming a start date of April 28, 2018, are projected to be \$562,168. The additional \$14,630 not covered by the available contract funds will be offset with personnel savings from vacancy and turnover of other ADRC positions in 2018.

Position costs for a full-year for the under-filled ADRC Specialist positions is approximately \$831,500. If promoted to the senior level, total-year position costs is approximately \$887,300. All of the positions will be sunset, based on continued State program funding.

In 2019, the department plans to build the cost-to-continue increases within their budget using anticipated increases in ADRC Grant funding associated with increasing caseloads and managing other related ADRC costs.



Linda Witkowski
Budget Manager
02/06/2018

CD JE# 2018-00001084

REAUTHORIZATION OF SELF-INSURANCE

1 WHEREAS, Waukesha County is a qualified political subdivision of the State of Wisconsin; and

2
3 WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered
4 by the Act either insure their liability with worker's compensation insurance carriers authorized
5 to do business in Wisconsin, or to be exempted (self-insured) from insuring liability with a
6 carrier and thereby assuming the responsibility for its own worker's compensation risk and
7 payment; and

8
9 WHEREAS, the State and its political subdivisions may self-insure worker's compensation
10 without a special order from the Department of Workforce Development (Department) if they
11 agree to report faithfully all compensable injuries and agree to comply with the Act and rules of
12 the Department.

13
14 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
15 that the County's self-insured worker's compensation program that is currently in effect shall be
16 continued.

17
18 BE IT FURTHER ORDAINED that the County Executive is authorized to forward certified
19 copies of this resolution to the Worker's Compensation Division, Wisconsin Department of
20 Workforce Development.

21
22 BE IT FURTHER ORDAINED that this action by the County Board of Supervisors is taken in
23 accordance with Wisconsin Administrative Code DWD 80.63(3), and is intended to constitute a
24 "resolution" as designated by that section.

1 MODIFY 2018 COUNTY BUDGET BY A TRANSFER OF CARRYOVER FUNDS FROM
2 2017 UNEXPENDED APPROPRIATIONS TO 2018 BUDGETED APPROPRIATIONS
3
4

5 WHEREAS, funds were appropriated in the 2017 budget for certain items or services which, for
6 various reasons, were deferred to 2018; and
7

8 WHEREAS, requests of the departments for carrying over unspent funds and related revenues
9 from the 2017 budget are recommended for carry-over after review by the County Executive.
10

11 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
12 that a total of \$3,005,510 be carried forward from 2017 accounts into the 2018 budgets, to enable
13 the purchase of goods and services, as indicated on the carry-over schedule on file with the
14 County Clerk and made a part of this ordinance by reference.
15

16 BE IT FURTHER ORDAINED that the funding necessary to cover the carry-over expenditures
17 be provided by appropriating the related revenues in the amount of \$2,602,411 and related
18 2017 fund balance in the amount of \$403,099, for a total of \$3,005,510.

FISCAL NOTE

REQUESTED CARRYOVERS
2017-2018

Parks and Land Use - \$36,200			
Account Number	Amount Approved	Project	Justification
100.100.1020.1023.0.6590	\$5,000	Nagawaukee Park Gully Repair Project	Project is a land conservation cost-share project to stabilize stormwater runoff and mitigate erosion risks. Project was delayed due to competing projects and cost-share signoff needed from the State. The project is expected to be completed in Spring, 2018. As part of the total \$10,000 total project budget, the State will cover \$5,000, and the department matching the other \$5,000 within its 2018 budget.
100.100.1060.1062.MAINTN.7110	\$8,300	Retzer Boardwalk Upgrades Project	This project is an ongoing repair/expansion of the Retzer boardwalk. This phase is expected to be completed in 2018. Delayed due to issues working around events, the special ordering of materials used for the boardwalk, and county staff prioritized to other projects.
100.100.1060.1062.MAINTN.7110	\$22,900	Nagawaukee Campground Hillside Erosion Project	This project was originally planned to be completed by Parks and Land Use staff. Due to safety concerns which necessitates the use of specialized equipment, the project has been delayed and will be completed by a contractor.

Register of Deeds - \$5,000			
Account Number	Amount Approved	Project	Justification
100.110.1100.1101.0.5760	\$5,000	Plat Envelope Replacement	Funds were set aside to repair books, purchase plat envelopes, and related equipment in 2017. This work was delayed when it was found several of the plat envelopes were faulty. Department plans to use the funds to purchase additional plat envelopes in 2018, as they have recently found the problem is more extensive than initially believed.

Sheriff - \$104,616			
Account Number	Amount Approved	Project	Justification
100.200.2012.2022.5191.HIDTA 100.200.2012.2022.5672.HIDTA 100.200.2012.2022.5675.HIDTA	\$1,885 \$1,201 \$13,631	High Intensity Drug Trafficking Area (HIDTA) Grant (\$16,717)	The Waukesha County Board approved ordinance 171-O-079, and the 2017 budget which appropriated a total of \$107,830 awarded to the Waukesha County Sheriff's Department from the Office of National Drug Control Policy for drug investigation and enforcement efforts. Per HIDTA policies, the Sheriff's Department has two years to spend funds allocated for investigation and enforcement efforts. The Sheriff's Department spent all but \$16,717 and is requesting to carry over this money from 2017 to 2018 so that it can be spent on HIDTA eligible expenses within the eligible timeframe.

Sheriff - \$104,616			
Account Number	Amount Approved	Project	Justification
100.200.2024.2000.0.6590	\$7,500	Prison Rape Elimination Act (PREA) Audit	These funds were budgeted for the PREA (Prison Rape Elimination Act) audit. This federal legislation requires the Department to have an audit done at the Department's expense in order to continue to hold federal and state inmates. The audit portion of this legislation is still being rolled out. Because the audit must be completed every three years once they begin and because the audit process is still very new, the Department is waiting to conduct the audit until notified to complete the audit. This audit is only completed every three years so it was not budgeted for 2018 as the Department budgeted the funds in 2016 and has carried these funds over previously. The Department anticipates needing to complete the audit in 2018.
100.200.2024.2000.0.6590	\$5,000	State Criminal Alien Assistance Program (SCAAP) Grant Application	Each year the department applies for the SCAAP grant funds for housing for illegal aliens. Grant application normally opens in April and the drawdown usually occurs in October. Due to the change in administrations and related court decisions, the grant application and drawdown was delayed.

Sheriff - \$104,616			
Account Number	Amount Approved	Project	Justification
100.200.2024.2095.0.5695 100.200.2030.2095.0.5695	\$52,300 \$4,700	Jail Equipment Replacement Plan – Security Equipment (\$57,000)	The Department budgeted funds for the replacement of different types of cameras at the jail and Huber. Cameras are currently replaced on an “as needed basis” because the cameras are specific to the area that they are monitoring (pan-tilt-zoom vs fixed or timed vs not timed) and because the Department does not want to have a significant number of analog cameras in stock as staff is working with consultants to transition the current analog system to digital as analog technology is being phased out of the security industry. The Department has a capital project to replace the security electronics system in 2019. As many of these cameras are continuing to age, the Department anticipates needing this money to continue to replacement equipment until the capital project is implemented.
100.200.2024.2095.0.5675	\$12,600	Jail Equipment Replacement Plan – Small Equipment	Funds were budgeted for replacement of miscellaneous equipment items. Staff believed they could get another year of use out of these items, and have delayed purchase of replacements until 2018.
100.200.2024.2095.0.5676	\$5,799	Jail Equipment Replacement Plan – Office Equipment	Funds were budgeted for replacement of office equipment for jail administrative staff. As there has been significant turnover in the administrative staff, equipment purchases were delayed until the new staff could have an opportunity to evaluate workspace needs.

Clerk of Courts - \$20,000			
Account Number	Amount Approved	Project	Justification
100.210.2160.2160.0.6590	\$20,000	Family Court Services System	The department budgeted to develop business specifications to move their current customer service application to a new application. As the Information Technology division was involved with other projects during 2017, this project was not completed. A kickoff meeting was scheduled in early 2018 to begin the project.

Emergency Preparedness - \$90,000
--

Account Number	Amount Approved	Project	Justification
100.240.2400.2411.0.7300	\$90,000	Zetron Fire Paging System Upgrade	This is the system used to send dispatch notifications out to Ambulance and Fire stations from the Communications Center. The upgrade requires significant programming time from the Radio Services staff. Due to extension of the P25 digital radio upgrade project, which lasted until the end of 2017, Radio Services staff were not available to do the Zetron work. Work is anticipated to begin in early 2018.

Corporation Counsel - Child Support - \$21,049			
Account Number	Amount Approved	Project	Justification
100.560.5600.5620.0.4021	\$4,017	State Child Support Funding (\$21,049)	Ordinances 172-O-018 and 172-O-045 were approved in 2017 which appropriated additional funds received from the State of Wisconsin. These funds are restricted to Federal Financial Participation eligible costs of the Child Support program and were to be used for certain projects, office improvements and equipment upgrades aimed at providing a long term benefit to the division. Per the ordinances, funds not expended during 2017 were to be reappropriated in 2018 through the carryover ordinance.
100.560.5600.5620.0.4124	\$307		
100.560.5600.5620.0.5676	\$5,558		
100.560.5600.5620.0.5965	\$2,667		
100.560.5600.5620.0.5966	\$2,000		
100.560.5600.5620.0.6453	\$3,000		
100.560.5600.5620.0.6760	\$3,500		

Health and Human Services - \$11,476			
Fund/Cost Center/Account/Program	Amount Approved	Project	Justification
150.360.8500.8570.0.5675	\$5,000	Meal Site Dishwasher	Department was unable to complete the purchase in 2017 as they were waiting on the meal site to approve installation
150.360.8600.8610.STRO C.5143	\$6,476	State Targeted Response to Opioid Crisis Grant	Department is requesting authority to carry over remaining balance in State Targeted Response to Opioid Crisis Grant. Grant expenditure period ends 4/1/2018.

Health and Human Services - ADRC - \$7,484

Referred on: 02/08/18 File Number: 172-O-080 Referred to: FI

Fund/Cost Center/ Account/Program	Amount Approved	Project	Justification
201.360.8500.8560.DCIG. 5965	\$396	Dementia Crisis Grant (\$7,484)	Department is requesting authority to carry over remaining balance in Dementia Crisis Grant.
201.360.8500.8560.DCIG. 6590	\$7,088		

Federated Library - \$17,002			
Fund/Cost Center/ Account/Program	Amount Approved	Project	Justification
210.130.1320.1321.BLOC K.5723	\$17,002	2017 LSTA Technology Block Grant	Per Library staff, remaining state grant funds are to be to purchase customized charging stations and install new routers in the libraries. Grant expenditure period is 4/1/2017 through 3/31/2018.

Public Works – Transportation Fund - \$25,000			
Fund/Cost Center/ Account/Program	Amount Approved	Project	Justification
240.400.4600.4620.0.5442	\$9,000	Traffic Control – Sign Posts	In an effort to receive the best pricing for sign posts, the Purchasing division bids out the product in a larger quantity resulting in a delivery quantity for a two-year use. Working with the budget staff, it was determined that the best way to budget for this is to budget one-half the cost each year and request a carryover of unspent funds every other year. This carryover will be added to the 2018 budget of \$15,000 and provide enough funding for another order that will last two more years.

Community Development Fund - \$2,528,683			
Fund/Cost Center/ Account/Program	Amount Approved	Project	Justification
250.100.1800.1800.0.5999	\$26,571	CDBG Administration	Unexpended administrative funds from Federal CDBG Grant.*
250.100.1800.1800.0.6765	\$191,413	CDBG Entitlement Grants	Uncommitted and unencumbered funds available for the CDBG Board to allocate for out-of-cycle and emergency projects.*
250.100.1800.1800.0.6766	\$821,909	CDBG Revolving Loan Funds	Funds returned on economic development loans to be revolved for future loans approved by the CDBG Board.*
250.100.1800.1800.0.6767	\$95,688	CDBG Program Income	Funds returned on housing development projects to be revolved for future projects approved by the CDBG Board.*
250.100.1810.1810.0.5999	\$167,000	HOME Administration	Unexpended administrative and marketing funds from Federal CDBG HOME Grant.*
250.100.1810.1810.0.6765	\$1,016,019	HOME Entitlement Grants	Grant funds plan to be allocated by the HOME Board in 2018.*
250.100.1810.1810.0.6766	\$74,697	HOME Program Income	Funds returned on housing development projects to be revolved for future projects approved by the HOME Board.*

250.100.1840.1840.0.5999	\$8,541	Neighborhood Stabilization Program (NSP) Grant (\$135,386)	Unexpended and unencumbered balance of the NSP grant for the purchase of foreclosed properties.*
250.100.1840.1840.0.6765	\$126,845		

* NOTE: CDBG funding for the most part follows the Federal Fiscal Year (October through September). These carryover requests allow the CDBG fund to match the County's Budget Year

Administration – End User Technology Fund - \$155,000			
Account Number	Amount Approved	Project	Justification
100.500.5130.5130.0.6590 490.500.5133.5133.0.6590 490.500.5135.5135.0.6590	\$19,000 \$23,000 \$33,000	Cloud Services Transition Consulting (\$75,000)	DOA Information Technology is developing a cloud-computing strategy for digital storage, security, business continuity and County application specific business requirements. This strategic road map will aid decision makers on the appropriate use of cloud solutions as it relates to cost, security and functionality both near and long term. A Request for Proposal to select a consultant is developed. However, due to complexity of this project, the implementation timeline is delayed to 2018. Contracted consulting work is anticipated to begin in the first quarter of 2018.
490.500.5134.5134.0.5672 490.500.5134.5134.0.5673	\$40,000 \$40,000	Wisconsin Incident Based Reporting System (WIBRS) (\$80,000)	This request is to carryover funds to implement Spillman Technologies' Wisconsin Incident Based Reporting System for the Sheriff and Municipalities. Due to the delayed release of the revised reporting system to meet new state reporting requirements, the implementation timeline has been delayed to 2018. These funds will be used for the training, implementation, testing, project management and first year maintenance. The funds will also be used for the Spillman UNIX to Linux Server Migration in 2018.

Grand Total	\$3,005,510
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Referred on: 02/08/18	File Number: 172-O-080	Referred to: FI
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