



**PLANNING & DEVELOPMENT COMMITTEE MEETING
THURSDAY, OCTOBER 10, 2019 – 8:00 A.M.
ROCK COUNTY COURTHOUSE CONFERENCE CENTER – 2ND FLOOR RM 250
JANESVILLE, WI**

AGENDA

1. Call to Order
2. Adoption of Agenda
3. **Action Item:** Approval of Minutes of the Planning & Development Meeting held Thursday September 26, 2019 at 5:30 pm.
4. Citizen Participation, Communications and Announcements
5. Code Administration & Enforcement
 - A. **Action Item:** Approve, Approve with Conditions or Deny Preliminary Land Divisions:
 - LD2019 047 (Porter Township) – Sayre Joint Farms LLC
 - LD2019 049 (Beloit Township) – Town of Beloit
6. Corporate
 - A. Action Item:
 - Review and Recommendation to the Rock County Board of Supervisors a Resolution **“APPROVING AND AUTHORIZING THE EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT RELATING TO WISCONSIN PACE COMMISSION”**
 - Review and Recommendation to the Rock County Board of Supervisors an Ordinance **“CREATING SECTION 2.204 PROPERTY ASSESSED CLEAN ENERGY FINANCING OF THE ROCK COUNTY ORDINANCES”**

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 at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

7. Finance

A. Information Item: Committee Review of Payments

B. **Action Item:** Transfers

8. Committee Reports

9. Directors Report

A. Rock County Housing Authority Public Hearing, Review & Approval of
 "Analysis of Impediments to Fair Housing" (Rock County & Cities of Beloit
 and Janesville)

10. Adjournment

Future Meetings/Work Sessions

October 24, 2019 (8:00 am)
November 14, 2019 (8:00 am)



MINUTES
ROCK COUNTY PLANNING & DEVELOPMENT COMMITTEE
THURSDAY SEPTEMBER 26, 2019 – 5:30 A.M.
COMMITTEE CHAIR'S CONFERENCE ROOM 4TH FLOOR
ROCK COUNTY COURTHOUSE
JANESVILLE, WI

1. **CALL TO ORDER**

The meeting of the Rock County Planning & Development Committee was called to order at 5:30 p.m. on Thursday, September 26, 2019 at the Rock County Courthouse. Chair Sweeney presided. Supervisors present: Wes Davis, Mary Mawhinney, and Phil Owens. Supervisor Wayne Gustina was absent. QUORUM PRESENT.

Rock County Staff Present: Colin Byrnes (Planning Director)

2. **ADOPTION OF AGENDA**

Moved by Supervisor Owens, Seconded by Supervisor Davis. Agenda Adopted (4-0).

3. **MEETING MINUTES – SEPTEMBER 12, 2019**

Motion made by Supervisor Davis, Seconded by Supervisor Owens to accept the meeting minutes. APPROVED (4-0)

4. **CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS**

Staff indicated the Agency gave Rock County Drainage District Overview presentation at the attendance and at the September 19th Rock County Towns Association meeting.

5. **CORPORATE**

A. **Action Item: Review and Recommendation to the Rock County Board the Revised “*Rock County Planning & Development 2020 Fee Schedule*”**

Staff presented the revised 2020 Fee Schedule reflecting the Committee’s requested 3% monetary increase for Agency applications, permits and variances. Staff indicated the numbers were rounded up to the nearest \$5 or \$10 increment. Additionally, it was presented that the overall 2020 Planning Budget would see increase of approximately \$4,000 in projected revenue.

Motion made by Supervisor Mawhinney, Seconded by Supervisor Owens APPROVED (4-0)

6. FINANCE

Action Item:

- A. Committee review of payments
None Reviewed
- B. Transfers
None

7. COMMITTEE REPORTS

Chair Sweeney reported that the Town of Porter will consider contracting with the Agency to update their Smart Growth Plan at an upcoming meeting. Chair Sweeney asked if any of the other Townships that had worked as a planning consortium with Porter had similarly responded. Staff indicated the Town Avon would not be participating. Additionally, no other members of the planning Consortium had made contact with the Agency. Chair Sweeney suggested sending out another notice.

8. ADJOURNMENT

Motion made by Supervisor Mawhinney and Seconded by Supervisor Owens to adjourn the Committee at 5:42 p.m. All in Favor (4-0).

Respectfully Submitted – Colin Byrnes, Director

These minutes are not official until approved by Committee.

Future Meetings/Work Sessions

October 10, 2019 (8:00 am)
October 24, 2019 (8:00 am)
November 14, 2019 (8:00 am)



ROCK COUNTY GOVERNMENT
Planning & Development Agency

INTEROFFICE MEMORANDUM

TO: Rock County Planning and Development Committee

FROM: Andrew Baker – P&D Agency Staff

SUBJECT: Preliminary Approval of Land Division

MEETING DATE: October 10, 2019

Land Division Summary:

The following owners are seeking Land Division Preliminary Approval from the P&D Committee:

2019 047 (Porter Township) – Sayre Joint Farms, LLC

2019 049 (Beloit Township) – Town of Beloit

Land Division Recommendation(s) or Action(s):

P&D Agency Staff recommends Preliminary Approval the above referenced Land Division(s) with conditions as presented.



Application Number: LD2019 047 Sayre

PRELIMINARY MINOR LAND DIVISION – APPLICATION: REVIEW, RECOMMENDATION, AND ACTION FORM

AGENCY REVIEW

1. Applicant has contacted Town, Rock County Planning and Development Agency, and City(s)/Village (if applicable) officials and these parties have determined land division is feasible: ☒ Yes ☐ No
2. Land division is consistent with Town's Comprehensive Plan – Future Land Use Map: ☒ Yes ☐ No
3. Land division is located in a Farmland Preservation zoning district certified by the State of Wisconsin: ☒ Yes ☐ No
If you answered Yes, proceed to 4. If you answered No, proceed to 5.
4. Land division meets Town Base Farm Tract and any other applicable Farmland Preservation zoning district requirement: ☒ Yes ☐ No
5. Land division is in an Agricultural Resources Priority Area, per the *Rock County Farmland Preservation Plan*: ☐ Yes ☒ No
6. Land division will require a zoning change: ☒ Yes ☐ No
7. Preliminary minor land division application is complete: ☒ Yes ☐ No

If you answered Yes to 7., proceed to 9. If you answered No to 7., indicate the missing information below, 7a. – 7e. After all missing information is supplied, proceed to 8. An Agency recommendation (10.) will not be provided until all missing information has been supplied by the applicant.

	Missing Information
7a. A map clearly marked "PRELIMINARY PLAT OF SURVEY OR CERTIFIED SURVEY MAP", identifying the land division area and containing all of the following information:	☐
a. Location of the land division area by section, township, and range:	☐
b. Approximate location and dimension of all EXISTING streets and property lines, including name and ownership (if applicable), in and adjacent to the land division area:	☐
c. EXISTING/PROPOSED County, Town, and City/Village (if applicable) zoning designations of all EXISTING/PROPOSED lot(s) and outlot(s), in and adjacent to the land division area:	☐
d. Approximate location and dimension of all EXISTING/PROPOSED lot(s), outlot(s), and block(s), numbered for reference, in the land division area:	☐
e. Indication of all PROPOSED lot(s) and outlot(s) use if other than single-family residential, in the land division area:	☐
f. Distance from all PROPOSED lot(s) and outlot(s) point of beginning to section corner or quarter corner, in the land division area:	☐
g. Approximate location, dimension and name (if applicable) of all of the following, whether EXISTING or PROPOSED, in the land division area:	☐
(1) Buildings:	☐
(2) Streets, alleys, and public ways:	☐
(3) Driveways:	☐
(4) Rail lines:	☐
(5) Private water wells or water supply systems:	☐
(6) Private onsite wastewater treatment systems or public sanitary sewer systems:	☐
(7) Any other public utilities:	☐
(8) Easements (Utility, drainageway, pedestrian way, etc.):	☐
(9) Vegetative land cover type:	☐
(10) Environmentally sensitive areas (Floodplain, steep slope, etc.):	☐
(11) Productive agricultural soils, cultural resources, and woodlands:	☐
(12) Surface water features:	☐
(13) Drainageways:	☐
(14) Detention or retention areas:	☐
(15) Cemeteries:	☐
(16) Bridges/culverts:	☐
(17) Rock outcroppings:	☐
h. Approximate location, dimension, name (if applicable), and purpose of all dedicated public parks or outdoor recreation lands, or any other public or private reservation, including any conditions, in the land division area:	☐
i. Preliminary concept for connection with existing public sanitary sewer and water supply system or an alternative means of providing water supply and treatment and disposal of sewage, in the land division area:	☐
j. Preliminary concept for collecting and discharging stormwater in the land division area:	☐

LD2019097

ROCK COUNTY

PRELIMINARY MINOR LAND DIVISION – REVIEW, RECOMMENDATION, AND ACTION FORM

AGENCY REVIEW	
	Missing Information
k. Scale, north arrow, and date of creation:	☐
l. Any other information required by the Agency:	☐
7b. Map prepared at a scale not to exceed two hundred (200) feet to the inch, with the map pages numbered in sequence if more than one (1) page is required, and total map pages identified on each page:	☐
7c. Map prepared by a land surveyor licensed in Wisconsin:	☐
7d. All required application form information and required party's signature on the application form:	☐
7e. A hard copy of the application form and the map, an electronic copy of the map in a format compatible with the Agency's Geographic Information System (GIS), and application fee:	☐
8. Preliminary minor land division application is complete:	☒ Yes
9. Preliminary minor land division application has been provided to other reviewing parties for review and comment, and if these parties have comments, said comments have been provided to the Agency: ☒ Yes ☐ No If you answered No, the application must be provided to other reviewing parties before completing any further sections of this form.	
AGENCY RECOMMENDATION	
10. Agency recommendation: ☐ Approve ☒ Approve With Conditions ☐ Deny	
11. If you answered Approve With Conditions to 10., list conditions (Use additional sheet (2a) if necessary):	
1. Existing easements shall be shown and proposed utility easement(s) shall be placed on lots as requested by utility companies (where applicable).	
2. Note on Final CSM: "Lot 1 contains existing buildings which utilize an existing private sewage system at the time of this survey. However,..."	
3. "...soils on the lot may be restrictive to the replacement of the existing system."	
12. Agency recommendation rationale and findings of fact (Use additional sheet (2a) if necessary):	
AGENCY SIGNATURE: <u><i>Amber</i></u>	DATE: <u>9/16/19</u>
TITLE: <u>Administrator - Rock County Planning, Economic & Community Development Agency</u>	
TOWN ACTION	
13. Town action: ☒ Approve ☐ Approve With Conditions ☐ Deny	
14. If you answered Approve With Conditions to 13., list conditions (Use additional sheet (2a) if necessary):	
1. <u>On Town agenda 9/23/19. Pending notification of any Town conditions of approval.</u>	
2. <u></u>	
3. <u></u>	
15. Town action rationale and findings of fact (Use additional sheet (2a) if necessary):	
TOWN SIGNATURE: _____	DATE: _____
TITLE: _____	

PLEASE RETURN THIS FORM, VIA POSTAL MAIL OR EMAIL, TO:

ROCK COUNTY PLANNING, ECONOMIC & COMMUNITY DEVELOPMENT AGENCY
 51 N. MAIN ST.
 JANESVILLE, WI 53545
 EMAIL: BRYNES@CO.ROCK.WI.US

ROCK COUNTY PLANNING AND DEVELOPMENT COMMITTEE ACTION	
16. Committee action: ☐ Approve ☐ Approve With Conditions ☐ Deny	
17. If you answered Approve With Conditions to 16., list conditions (Use additional sheet (2a) if necessary):	
1. <u></u>	
2. <u></u>	
3. <u></u>	
18. Committee action rationale and findings of fact (Use additional sheet (2a) if necessary):	
COMMITTEE SIGNATURE: _____	DATE: _____
TITLE: <u>Chair – Rock County Planning & Development Committee</u>	

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AGENCY RECOMMENDATION**11. If you answered Approve With Conditions to 10., list conditions:**

3. Proposed lot lines must include the POWTS area with the building which utilizes the system rather than an easement as shown on the preliminary.
4. Comply with the standards in the Town of Porter Zoning Ordinance related to creating a new lot in the AE Zoning District.
5. Final CSM shall be submitted to and approved by the Agency within one year after preliminary approval.
6. Final CSM shall be recorded with the Rock Co. Register of Deeds within 6 months of the final approval.
- 7.
- 8.
- 9.
- 10.

12. Agency recommendation rationale and findings of fact:

The proposed Land Division creates one new 1.1 acre lot from an existing 62 acre parcel (6-16-214.1) in Porter Township. The purpose of the division is to separate the existing residence on the property from the larger parcel. The remaining parent parcel is greater than 35 acres, therefore it is not required to include it as part of the Certified Survey Map. The applicants own additional contiguous land to the south, but it is located in a separate section and therefore is a separate tax parcel. As part of this proposal, the Town of Porter will consider rezoning the area of proposed Lot 1 from AE to AG based on the provisions in the Zoning Ordinance and the standards of the Farmland Preservation Program.

The proposed preliminary CSM does not include the area of the private onsite wastewater treatment system (POWTS) that serves the residence. The proposal is to have the system remain on the parent parcel with an easement. It is a standard condition of approval that when dividing existing structures the entire POWTS must be included within the new lot. Staff is recommending the same with this proposal. Therefore the CSM should be revised to final approval, which will increase the acreage of the land division.

In order to maintain the existing land use and field boundaries, as presented in the preliminary, a separate covenant or restriction could be placed on Lot 1 at the time of sale which would dictate that future owners of Lot 1 allow this subject portion of the Lot to be farmed by the operator of the parent parcel. Any such covenant or restriction would be a private agreement, i.e. not to be enforced by any agency approving the Final CSM, and therefore is not officially a recommended condition of approval.

TOWN ACTION**14. If you answered Approve With Conditions to 13., list additional conditions:****15. Town action rationale and findings of fact:****ROCK COUNTY PLANNING AND DEVELOPMENT COMMITTEE ACTION****17. If you answered Approve With Conditions to 16., list conditions:**

- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

18. Committee action rationale and findings of fact:

5

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ROCK COUNTY PLANNING, ECONOMIC & COMMUNITY
DEVELOPMENT AGENCY
51 SOUTH MAIN STREET
JANESVILLE, WI 53545

TELEPHONE: (608) 757-5587
FAX: (608) 757-5586
EMAIL: PLANNING@CO.ROCK.WI.US
WEB: WWW.CO.ROCK.WI.US

ROCK CO. PLANNING, ECONOMIC & COMMUNITY
DEVELOPMENT AGENCY

RECEIVED

AUG 26 2019



AGENCY USE ONLY

Application Number:

LDZ019 047

Received By - Date
(MM/DD/YYYY):

8-26-19

PRELIMINARY MINOR LAND DIVISION - APPLICATION FORM

***PLEASE DO NOT COMPLETE THIS APPLICATION FORM UNTIL YOU HAVE READ THE ROCK COUNTY
PRELIMINARY MINOR LAND DIVISION - APPLICATION FORM INFORMATION. PLEASE COMPLETE BOTH PAGES
OF THIS FORM AND PREPARE A MAP CONTAINING ALL INFORMATION AS IDENTIFIED ON PAGE 2 OF THIS FORM.***

1. Applicant has contacted Town, Rock County Planning, Economic & Community Development Agency, and City(s)/Village (if land division is within Extra-Territorial Plat Approval Jurisdiction (ETJ) area) officials and these parties have determined land division is feasible: ☒ Yes ☐ No
2. Land division is consistent with Town's Comprehensive Plan - Future Land Use Map: ☒ Yes ☐ No
3. Land division area is located in a Farmland Preservation zoning district certified by the State of Wisconsin: ☒ Yes ☐ No
If you answered Yes, proceed to 4. If you answered No, proceed to 5.
4. Land division meets Town Base Farm Tract and any other applicable Farmland Preservation zoning district requirement: ☒ Yes ☐ No
5. Land division will require a zoning change: ☒ Yes ☐ No

APPLICANT INFORMATION

6. LANDOWNER OR AUTHORIZED LANDOWNER REPRESENTATIVE

a. Name: Sayre Joint Farms LLC Telephone: _____
Address: 5911 W Pomeroy Rd City: Edgerton State: WI Zip: 53534
b. Name: _____ Telephone: _____
Address: _____ City: _____ State: _____ Zip: _____

7. AGENT (SURVEYOR AND DEVELOPER)

a. Surveyor name: David Riesop Telephone: 608-764-5602
Address: 308 West Quarry St City: Deerfield State: WI Zip: 53531
b. Developer name: Dana Doskocil Telephone: 608-235-6868
Address: PO Box 333 1601 E Main St City: Stoughton State: WI Zip: 53589

8. Identify the individual from 6. or 7. that will serve as the primary contact: ☐ 6a. ☐ 6b. ☐ 7a. ☐ 7b.

LAND DIVISION INFORMATION

9. Reason for land division: ☐ Sale/ownership transfer ☒ Farm consolidation ☐ Refinance ☐ Other:

10. Land division area location: Town of Porter SE 1/4 of SE 1/4
Section: 26 Tax parcel number(s): 6-12-214

11. Land division area is located within the Extra-Territorial Plat Approval Jurisdiction (ETJ) Area of a City(s)/Village:

☐ Yes ☒ No If Yes, identify: City(s)/Village of

12. Land division area is located adjacent to (check all that apply):

☒ Local/Town road ☐ County highway ☐ State highway ☐ U.S. highway

13. Landowner's contiguous property area (Square feet or acres): +200
14. Land division area (Square feet or acres): 1.1 ac
15. Current zoning of land division area: AE
16. Number of new/additional lots created by land division: 1
17. Future zoning of new/additional lot(s) created by land division: AG
18. Future zoning of parent lot: AE, no change

19. Covenants or restrictions will be placed on the land division area: ☐ Yes ☒ No

If Yes, identify covenants or restrictions:

20. A residential building is currently located in the land division area: ☒ Yes ☐ No

If Yes, the building utilizes a: ☒ Private onsite wastewater treatment system ☐ Public sanitary sewer system

21. Public improvement construction proposal/plan will be submitted by (mm/dd/yyyy): n/a
22. Public improvement construction will begin on (mm/dd/yyyy): n/a

APPLICANT STATEMENT AND SIGNATURE

I, as the undersigned, am a landowner applying for a minor land division in unincorporated Rock County, or am serving as the primary contact for said landowner. I do hereby verify that I have reviewed the ROCK COUNTY PRELIMINARY MINOR LAND DIVISION - APPLICATION FORM INFORMATION, reviewed and completed this application form, and submitted all information as required per said documents, and that all information is correct, accurate, and true to the best of my knowledge and belief, with all information accessible to me. These statements are being made to induce official action on the part of Rock County, its agents, employees, and officials.

LANDOWNER/PRIMARY CONTACT SIGNATURE: _____

DATE: _____

7

APPLICATION CHECKLIST			
	Yes	No	Comment
1. Have you included a map clearly marked "PRELIMINARY PLAT OF SURVEY OR CERTIFIED SURVEY MAP", identifying the land division area and containing all of the following information?	☒	☐	
a. Location of the land division area by section, township, and range:	☒	☐	
b. Approximate location and dimension of all EXISTING streets and property lines, including name and ownership (if applicable), in and adjacent to the land division area:	☒	☐	
c. EXISTING/PROPOSED County, Town, and City/Village (if applicable) zoning designations of all EXISTING/PROPOSED lot(s) and outlot(s), in and adjacent to the land division area:	☒	☐	
d. Approximate location and dimension of all PROPOSED lot(s), outlot(s) and blocks(s), numbered for reference, in the land division area:	☒	☐	
e. Indication of all PROPOSED lot(s) and outlot(s) use other than single-family residential, in the land division area:	☒	☐	
f. Distance from all PROPOSED lot(s) and outlot(s) point of beginning to section corner or quarter corner, in the land division area:	☒	☐	
g. Approximate location, dimension (if applicable), and name (if applicable) of all of the following, whether EXISTING or PROPOSED, in the land division area:	☒	☐	
(1) Buildings:	☒	☐	
(2) Streets, alleys, and public ways:	☒	☐	
(3) Driveways:	☒	☐	
(4) Rail lines:	☐	☒	
(5) Private water wells or water supply systems:	☒	☐	
(6) Private onsite wastewater treatment systems or public sanitary sewer systems:	☒	☐	
(7) Any other public utilities:	☐	☒	
(8) Easements (Utility, drainageway, pedestrian way, etc.):	☒	☐	
(9) Vegetative land cover type:	☒	☐	
(10) Environmentally sensitive areas (Floodplain, steep slope, etc.):	☒	☐	
(11) Productive agricultural soils, cultural resources, and woodlands:	☒	☐	
(12) Surface water features:	☐	☒	
(13) Drainageways:	☐	☒	none
(14) Detention or retention areas:	☐	☒	none
(15) Cemeteries:	☐	☒	none
(16) Bridges/culverts:	☐	☒	none
(17) Rock outcroppings:	☐	☒	none
h. Approximate location, dimension, name (if applicable), and purpose of all dedicated public parks or outdoor recreation lands, or any other public or private reservation, including any conditions, in the land division area:	☐	☒	none
i. Preliminary concept for connection with existing public sanitary sewer and water supply system or an alternative means of providing water supply and treatment and disposal of sewage, in the land division area:	☐	☒	n/a
j. Preliminary concept for collecting and discharging stormwater, in the land division area:	☐	☐	n/a
k. Scale, north arrow, and date of creation:	☒	☐	
l. Any other information required by the Agency:	☒	☐	
2. Has the map been prepared at a scale not to exceed two hundred (200) feet to the inch, with the map pages numbered in sequence if more than one (1) page is required, and total map pages identified on each page?	☒	☐	
3. Has the map been prepared by a land surveyor licensed in Wisconsin?	☒	☐	
4. Have you provided all required application form information and has the required party signed this application form?	☐	☐	
5. Have you included a hard copy of this application form and the map, an electronic copy of the map in a format compatible with the Agency's Geographic Information System (GIS), and the application fee?	☐	☐	

THANK YOU FOR COMPLETING THE ROCK COUNTY PRELIMINARY MINOR LAND DIVISION - APPLICATION FORM.

PLEASE SEND VIA POSTAL MAIL, OR HAND-DELIVER, THIS FORM,
A HARD COPY AND ELECTRONIC COPY OF THE PRELIMINARY MAP, AND THE APPLICATION FEE TO:

ROCK COUNTY PLANNING, ECONOMIC & COMMUNITY DEVELOPMENT AGENCY
51 N. MAIN ST.
JANESVILLE, WI 53545



PRELIMINARY MINOR LAND DIVISION – APPLICATION: REVIEW, RECOMMENDATION, AND ACTION FORM

AGENCY REVIEW

1. Applicant has contacted Town, Rock County Planning and Development Agency, and City(s)/Village (if applicable) officials and these parties have determined land division is feasible: ☒ Yes ☐ No
 2. Land division is consistent with Town's Comprehensive Plan – Future Land Use Map: ☒ Yes ☐ No
 3. Land division is located in a Farmland Preservation zoning district certified by the State of Wisconsin: ☐ Yes ☒ No
If you answered Yes, proceed to 4. If you answered No, proceed to 5.
 4. Land division meets Town Base Farm Tract and any other applicable Farmland Preservation zoning district requirement: ☐ Yes ☒ No
 5. Land division is in an Agricultural Resources Priority Area, per the Rock County Farmland Preservation Plan: ☐ Yes ☒ No
 6. Land division will require a zoning change: ☐ Yes ☒ No
 7. Preliminary minor land division application is complete: ☒ Yes ☐ No
- If you answered Yes to 7., proceed to 9. If you answered No to 7., indicate the missing information below, 7a. – 7e. After all missing information is supplied, proceed to 8. An Agency recommendation (10.) will not be provided until all missing information has been supplied by the applicant.

	Missing Information
7a. A map clearly marked "PRELIMINARY PLAT OF SURVEY OR CERTIFIED SURVEY MAP", identifying the land division area and containing all of the following information:	☐
a. Location of the land division area by section, township, and range:	☐
b. Approximate location and dimension of all EXISTING streets and property lines, including name and ownership (if applicable), in and adjacent to the land division area:	☐
c. EXISTING/PROPOSED County, Town, and City/Village (if applicable) zoning designations of all EXISTING/PROPOSED lot(s) and outlot(s), in and adjacent to the land division area:	☐
d. Approximate location and dimension of all EXISTING/PROPOSED lot(s), outlot(s), and block(s), numbered for reference, in the land division area:	☐
e. Indication of all PROPOSED lot(s) and outlot(s) use if other than single-family residential, in the land division area:	☐
f. Distance from all PROPOSED lot(s) and outlot(s) point of beginning to section corner or quarter corner, in the land division area:	☐
g. Approximate location, dimension and name (if applicable) of all of the following, whether EXISTING or PROPOSED, in the land division area:	☐
(1) Buildings:	☐
(2) Streets, alleys, and public ways:	☐
(3) Driveways:	☐
(4) Rail lines:	☐
(5) Private water wells or water supply systems:	☐
(6) Private onsite wastewater treatment systems or public sanitary sewer systems:	☐
(7) Any other public utilities:	☐
(8) Easements (Utility, drainageway, pedestrian way, etc.):	☐
(9) Vegetative land cover type:	☐
(10) Environmentally sensitive areas (Floodplain, steep slope, etc.):	☐
(11) Productive agricultural soils, cultural resources, and woodlands:	☐
(12) Surface water features:	☐
(13) Drainageways:	☐
(14) Detention or retention areas:	☐
(15) Cemeteries:	☐
(16) Bridges/culverts:	☐
(17) Rock outcroppings:	☐
h. Approximate location, dimension, name (if applicable), and purpose of all dedicated public parks or outdoor recreation lands, or any other public or private reservation, including any conditions, in the land division area:	☐
i. Preliminary concept for connection with existing public sanitary sewer and water supply system or an alternative means of providing water supply and treatment and disposal of sewage, in the land division area:	☐
j. Preliminary concept for collecting and discharging stormwater in the land division area:	☐

LD2019049

ROCK COUNTY

PRELIMINARY MINOR LAND DIVISION - REVIEW, RECOMMENDATION, AND ACTION FORM

AGENCY REVIEW	
	Missing Information
k. Scale, north arrow, and date of creation:	☐
l. Any other information required by the Agency:	☐
7b. Map prepared at a scale not to exceed two hundred (200) feet to the inch, with the map pages numbered in sequence if more than one (1) page is required, and total map pages identified on each page:	☐
7c. Map prepared by a land surveyor licensed in Wisconsin:	☐
7d. All required application form information and required party's signature on the application form:	☐
7e. A hard copy of the application form and the map, an electronic copy of the map in a format compatible with the Agency's Geographic Information System (GIS), and application fee:	☐
8. Preliminary minor land division application is complete:	☒ Yes
9. Preliminary minor land division application has been provided to other reviewing parties for review and comment, and if these parties have comments, said comments have been provided to the Agency: ☒ Yes ☐ No If you answered No, the application must be provided to other reviewing parties before completing any further sections of this form.	
AGENCY RECOMMENDATION	
10. Agency recommendation: ☐ Approve ☒ Approve With Conditions ☐ Deny	
11. If you answered Approve With Conditions to 10., list conditions (Use additional sheet (2a) if necessary):	
1. Existing utility easement(s) shall be indicated on the survey. New easements to be placed on lots as requested by utility companies (where applicable).	
2. To assist in the consistent administration of the Rock County Address Ordinance, the address number...	
3. ...standards found in Ordinance Section 4.605 (3) shall be included on the CSM and other formal property documentation.	
12. Agency recommendation rationale and findings of fact (Use additional sheet (2a) if necessary):	
AGENCY SIGNATURE: <u><i>AMB</i></u>	DATE: <u>9/12/19</u>
TITLE: <u>Administrator - Rock County Planning, Economic & Community Development Agency</u>	
TOWN ACTION	
13. Town action: ☒ Approve ☐ Approve With Conditions ☐ Deny	
14. If you answered Approve With Conditions to 13., list conditions (Use additional sheet (2a) if necessary):	
1. <u>Approved by Town 9/30/19. No condition provided.</u>	
2. <u></u>	
3. <u></u>	
15. Town action rationale and findings of fact (Use additional sheet (2a) if necessary):	
TOWN SIGNATURE: _____	DATE: _____
TITLE: _____	

PLEASE RETURN THIS FORM, VIA POSTAL MAIL OR EMAIL, TO:

ROCK COUNTY PLANNING, ECONOMIC & COMMUNITY DEVELOPMENT AGENCY
 51 N. MAIN ST.
 JANESVILLE, WI 53545
 EMAIL: BRYNES@CO.ROCK.WI.US

ROCK COUNTY PLANNING AND DEVELOPMENT COMMITTEE ACTION	
16. Committee action: ☐ Approve ☐ Approve With Conditions ☐ Deny	
17. If you answered Approve With Conditions to 16., list conditions (Use additional sheet (2a) if necessary):	
1. <u></u>	
2. <u></u>	
3. <u></u>	
18. Committee action rationale and findings of fact (Use additional sheet (2a) if necessary):	
COMMITTEE SIGNATURE: _____	DATE: _____
TITLE: <u>Chair - Rock County Planning & Development Committee</u>	

10

AGENCY RECOMMENDATION**11. If you answered Approve With Conditions to 10., list conditions:**

4. Final CSM shall be submitted to and approved by the Agency within one year after preliminary approval.

5. CSMs subject to local approval shall be recorded with the Rock Co. Register of Deeds within 6 months of the last approval.

6.

7.

8.

9.

10.

11.

12. Agency recommendation rationale and findings of fact:

The proposed Land Division creates two new lots and an outlet from an existing property owned by the Town of Beloit. The purpose of creating the two lots is to facilitate proposed new development. Outlot 1 will be retained for potential future expansion of the developments planned on proposed lot Lot 1 and Lot 2.

This area may be exempt from requiring typical address ("fire number") signs specified in the County Address Ordinance (due to being an Urban Area) IF the provisions of Ordinance Section 4.605(3) are met. Therefore it is important to include the standards on any formal documentation relating to the CSM, assuring the standards are met regardless of the type of development on the Lots.

The Land Division is within the Extraterritorial Jurisdiction for Plat Review by the City of Beloit.

TOWN ACTION**14. If you answered Approve With Conditions to 13., list additional conditions:****15. Town action rationale and findings of fact:****ROCK COUNTY PLANNING AND DEVELOPMENT COMMITTEE ACTION****17. If you answered Approve With Conditions to 16., list conditions:**

3.

4.

5.

6.

7.

8.

9.

10.

18. Committee action rationale and findings of fact:

- (E) Additional address signs may be located on a building. Any second number sign erected on a building shall not be in place of the primary sign unit required by this ordinance.

(2) Address Sign Specifications

- (A) The address sign unit shall consist of a Flag Style sign plate (on which the address numbers, town name, and road name are enumerated on both sides) mounted on a sign post with associated hardware. The sign plate, post, and hardware shall meet the minimum specifications of this ordinance.
- (B) The Address sign unit shall have a red background with white letters and border. All signs shall be on 3M high Intensity Prismatic sheeting 3930 utilizing 3M ink with clear anti-graffiti/UV-stabilizer film applied over finished sign. The address number shall be four (4) inches high: series B or C numbers (which will be a maximum of 5 (5) integers long) located in the appropriate center of the sign. Based on National Manual for Traffic Control Signs.
- (C) Sign Plates shall be manufactured of flat sheet aluminum, at a minimum thickness gauge of 0.080 of an inch with 3/4 inch radius curved corners. There shall be two (2) 3/8 inch holes in the attachment side of the sign a minimum of one (1) inch from top, bottom and edge.
- (D) Sign Plates shall be at least eight (8) inches in height and twenty (20) inches in width or longer depending on length of number, town name, and/or road name.
- (E) Sign Posts shall be seven foot "U" channel steel posts, with a minimum weight of 1.12 pounds per linear foot. A minimum of 2 holes shall be contained in each post with diameters of 3/8 to 1/2 inches beginning at the center one inch from the top of the post and the second hole located in direct alignment with the bottom hole on the sign plate. Sign posts shall be finished with a deep-green enamel.
- (F) Attachment bolts shall consist of two 3/8 to 1/2 inch diameter two inch threaded bolts and two 5/8 to 7/8 inch diameter hex nuts.
- (G) The face of the sign shall have the name of the respective town centered on the top in one (1) inch letters.
- (H) The face of the sign shall have the name of the respective road centered on the bottom in one (1) inch letters.

4.605(3)  (3) Urban Area Address Signs. With the Committee Designee's approval buildings in urban areas which are served with public sewer and water and are at less than thirty-five (35) feet from the edge of a public road-right-of-way may attach address numbers to the respective building. These address numbers shall:

- (A) Be placed above or immediately to the right of the main entrance door, or centrally above the attached garage door of the building for the address and road name assigned,
- (B) Address numbers shall be a minimum of four (4) inches high and two and one-half (2 1/2) inches wide,
- (C) Be made of material that is readily visible from the public road,
- (D) Address numbers shall be numerals not alphabetical letters spelling the number, and
- (E) Be installed in clear view and unobstructed view from the roadway.

(4) Exemptions. All property owners within the unincorporated areas of Rock County shall comply with the specifications of this ordinance, unless a written exemption has been obtained from the Rock County Planning and Development Committee. Posts that were used for another numbering system may be used if the above specifications are met and approved by the Committee Designee.

4.606 Sign Application and Installation

- (1) Application. Upon application by the owner or agent and payment of the address sign fee the Committee Designee shall issue an address number and order the sign unit for installation.
- (2) Installation. The Planning and Development Agency shall consult with the Towns on the procedures for the installation of new and replacement signs.
- (3) Damage or Replacement. It is unlawful to willfully damage or destroy any sign erected under the provisions of this ordinance.
- (4) Civil Remedies. Owner or occupant may pursue civil remedies for the reimbursement of sign or sign unit costs from the person(s) causing the damage or destruction.
- (5) Responsibility. Owners or occupants of a building or location having an assigned address number shall be responsible for the placement of new signs and replacement of damaged signs located on their property through the Committee Designee.

4.607 Enforcement

- (1) Written Order. The Committee Designee shall have the power to issue a written order to correct any violation of this ordinance that shall specify the following:
 - (A) The nature of the violation and the steps needed to abate and/or correct it.

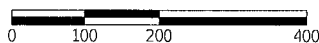
LD020
LD2019049

PRELIMINARY CERTIFIED SURVEY MAP

OF PART OF LOT 49 OF BLACK HAWK RUN AND PART OF
OUT-LOT 12-5 OF THE ASSESSOR'S PLAT OF BELOIT TOWNSHIP,
BEING PART OF THE NE 1/4 OF THE SW 1/4 AND PART OF THE
SE 1/4 OF THE SW 1/4 OF SECTION 12, T. 1 N., R. 12 E., OF THE
4TH P.M., TOWN OF BELOIT, ROCK COUNTY, WISCONSIN.



Scale: 1" = 200'



ORDER NO: 33346 BOOK: SEE FILE FIELD CREW: DE DRAWN BY: KJB SHEET 1 OF 1	FOR THE EXCLUSIVE USE OF: TOWN OF BELOIT	Batterman engineers surveyors planners 2857 Bartells Drive 608.365.4464 Beloit, Wisconsin 53511 www.rhbatterman.com	B
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File Name: J:\33300-33399\33346 - Grunwaldt & Halverson - Willowick\SURVEY\RH-B DRAWING FILES

14

ROCK COUNTY PLANNING, ECONOMIC & COMMUNITY DEVELOPMENT AGENCY
51 SOUTH MAIN STREET
JANESVILLE, WI 53545

TELEPHONE: (608) 757-5587
EMAIL: PLANNING@CO.ROCK.WI.US
WEB: WWW.CO.ROCK.WI.US

RECEIVED

AUG 26 2019



ROCK CO. PLANNING, ECONOMIC & COMMUNITY DEVELOPMENT AGENCY

AGENCY USE ONLY

Application Number:

LD2019-049

Received By - Date
(MM/DD/YYYY):

8/26/19

PRELIMINARY LAND DIVISION APPLICATION FORM

PROPOSED LAND DIVISION CLASSIFICATION:

- ☐ Major Land Division
Subdivision Plat Required
- ☒ Minor Land Division
CSM for lots 35 acres or less
Plat of Survey for lots greater than 35 acres
- ☐ Transfer to Adjoining Owner
Plat of Survey or CSM
- ☐ Lot Combination
CSM Required

1. Applicant has contacted Town, Rock County Planning, Economic & Community Development Agency, and City(s)/Village (if land division is within Extra-Territorial Plat Approval Jurisdiction (ETJ) area) officials and these parties have determined land division is feasible: ☒ Yes ☐ No
2. Land division is consistent with Town's Comprehensive Plan - Future Land Use Map: ☒ Yes ☐ No
3. Land division area is located in a Farmland Preservation zoning district certified by the State of Wisconsin: ☐ Yes ☒ No
If you answered Yes, proceed to 4. If you answered No, proceed to 5.
4. Land division meets Town Base Farm Tract and any other applicable Farmland Preservation zoning district requirement: ☒ Not Applicable ☐ Yes ☐ No
5. Land division will require a zoning change: ☐ Yes ☒ No

APPLICANT INFORMATION

6. LANDOWNER OR AUTHORIZED LANDOWNER REPRESENTATIVE

- a. Name: Town of Beloit Telephone: 608-364-2980
Address: 2445 S. Afton Road City: Beloit State: WI Zip: 53511
- b. Name: Telephone:
Address: City: State: Zip:

7. AGENT (SURVEYOR AND DEVELOPER)

- a. Surveyor name: R.H. Batterman Telephone: 608-365-4464
Address: 2857 Bartells Drive City: Beloit State: WI Zip: 53511
- b. Developer name: Telephone:
Address: City: State: Zip:

8. Identify the individual from 6. or 7. that will serve as the primary contact: ☐ 6a. ☐ 6b. ☒ 7a. ☐ 7b.

PROPERTY INFORMATION

9. Reason for application: ☒ Sale/ownership transfer ☐ Farm consolidation ☐ Create Conforming Lot ☐ Adjust Lot Line

The 3-Lot division is being proposed to allow for initial development of Proposed Lot 2. The remaining lots are set up for future sale transfers and development. Out-Lot 1 will be restricted that it will remain unbuildable until combined with an adjacent lot with dedicated road frontage. The existing stormwater management detention areas being a part of Blackhawk Run Condominium will be shared with these new lots. The 50' Utility and Cross Access Easement will provide for a future looped connection to Bartells Drive as initially planned.

10. Land division area location: Town of Beloit NE/SE 1/4 of SW 1/4
Section 12 Tax parcel number(s) -
11. Land division area is located within the Extra-Territorial Plat Approval Jurisdiction (ETJ) Area of a City(s)/Village:
☒ Yes ☐ No If Yes, identify: City(s)/Village of City of Beloit
12. Land division area is located adjacent to (check all that apply):
☒ Local/Town road ☐ County highway ☐ State highway ☐ U.S. highway
13. Landowner's contiguous property area (Square feet or acres): 12.66
14. Land division area (Square feet or acres): 12.66
15. Current zoning of land division area: PUD
16. Number of new/additional lots created by land division: 3
17. Future zoning of new/additional lot(s) created by land division: PUD
18. Future zoning of parent lot: PUD
19. Covenants or restrictions will be placed on the land division area: ☒ Yes ☐ No
If Yes, identify covenants or restrictions:
20. A residential building is currently located in the land division area: ☐ Yes ☒ No
If Yes, the building utilizes a: ☐ Private onsite wastewater treatment system ☐ Public sanitary sewer system
21. Public improvement construction proposal/plan will be submitted by (mm/dd/yyyy):
22. Public improvement construction will begin on (mm/dd/yyyy):

APPLICANT STATEMENT AND SIGNATURE

I, as the undersigned, am a landowner applying for a land division in unincorporated Rock County, or am serving as the primary contact for said landowner. I do hereby verify that I have reviewed and completed this application form, and submitted all information as required per said documents, and that all information is correct, accurate, and true to the best of my knowledge and belief.

LANDOWNER/PRIMARY CONTACT SIGNATURE:

Kristin J Belongia

DATE:

8/26/2019

15

APPLICATION CHECKLIST			
	Yes	No	Comment
1. Have you included a map clearly marked "PRELIMINARY PLAT OF SURVEY, CERTIFIED SURVEY MAP OR SUBDIVISION PLAT", identifying the land division area and containing all of the following information?	☒	☐	
a. Location of the land division area by section, township, and range:	☒	☐	
b. Approximate location and dimension of all EXISTING streets and property lines, including name and ownership (if applicable), in and adjacent to the land division area:	☒	☐	
c. EXISTING/PROPOSED County, Town, and City/Village (if applicable) zoning designations of all EXISTING/PROPOSED lot(s) and outlot(s), in and adjacent to the land division area:	☒	☐	
d. Approximate location and dimension of all PROPOSED lot(s), outlot(s) and blocks(s), numbered for reference, in the land division area:	☒	☐	
e. Indication of all PROPOSED lot(s) and outlot(s) use if other than single-family residential, in the land division area:	☒	☐	
f. Distance from all PROPOSED lot(s) and outlot(s) point of beginning to section corner or quarter corner, in the land division area:	☒	☐	
g. Approximate location, dimension (if applicable), and name (if applicable) of all of the following, whether EXISTING or PROPOSED, in the land division area:	☒	☐	
(1) Buildings:	☐	☒	
(2) Streets, alleys, and public ways:	☒	☐	
(3) Driveways:	☒	☐	
(4) Rail lines:	☒	☐	
(5) Private water wells or water supply systems:	☐	☒	
(6) Private onsite wastewater treatment systems or public sanitary sewer systems:	☐	☒	
(7) Any other public utilities:	☒	☐	
(8) Easements (Utility, drainageway, pedestrian way, etc.):	☐	☒	
(9) Vegetative land cover type:	☒	☐	
(10) Environmentally sensitive areas (Floodplain, steep slope, etc.):	☐	☒	
(11) Productive agricultural soils, cultural resources, and woodlands:	☐	☒	
(12) Surface water features:	☐	☒	
(13) Drainageways:	☐	☒	
(14) Detention or retention areas:	☒	☐	
(15) Cemeteries:	☐	☒	
(16) Bridges/culverts:	☐	☒	
(17) Rock outcroppings:	☐	☒	
h. Approximate location, dimension, name (if applicable), and purpose of all dedicated public parks or outdoor recreation lands, or any other public or private reservation, including any conditions, in the land division area:	☐	☒	
i. Preliminary concept for connection with existing public sanitary sewer and water supply system or an alternative means of providing water supply and treatment and disposal of sewage, in the land division area:	☐	☒	
j. Preliminary concept for collecting and discharging stormwater, in the land division area:	☐	☒	
k. Scale, north arrow, and date of creation:	☒	☐	
l. Any other information required by the Agency:	☒	☐	
2. Has the map been prepared at a scale not to exceed two hundred (200) feet to the inch, with the map pages numbered in sequence if more than one (1) page is required, and total map pages identified on each page?	☒	☐	
3. Has the map been prepared by a land surveyor licensed in Wisconsin?	☒	☐	
4. Have you provided all required application form information and has the required party signed this application form?	☒	☐	
5. Have you included a hard copy of this application form and the map, an electronic copy of the map in a format compatible with the Agency's Geographic Information System (GIS), and the application fee?	☒	☐	

PLEASE SEND VIA POSTAL MAIL, OR HAND-DELIVER, THIS FORM,
A HARD COPY AND ELECTRONIC COPY OF THE PRELIMINARY MAP, AND THE APPLICATION FEE TO:

ROCK COUNTY PLANNING, ECONOMIC & COMMUNITY DEVELOPMENT AGENCY
51 N. MAIN ST.
JANESVILLE, WI 53545

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

Mary Mawhinney, Chair

Mary Beaver, Vice Chair

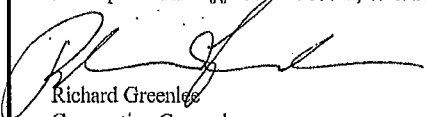
Brent Fox

J. Russell Podzilni

Bob Yeomans

LEGAL NOTE:

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


Richard Greenlee
Corporation Counsel

PLANNING & DEVELOPMENT COMMITTEE

Alan Sweeney, Chair

Mary Mawhinney, Vice Chair

Wes Davis

Wayne Gustina

Phillip Owens, Jr.

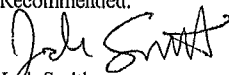
FISCAL NOTE:

Minimal fiscal impact.


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

Approve PACE Joint Commission Agreement

18

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

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

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

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

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

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

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

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

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

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

Section 13. Additional Members; Withdrawal of Members.

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

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

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

Section 14. Model PACE Ordinance for County Members.

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

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

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

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

31

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.

(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.

CREATING SECTION 2.204 OF THE ROCK COUNTY ORDINANCES

Page 4

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

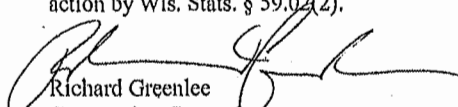
Phillip Owens, Jr.

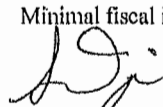
LEGAL NOTE:

FISCAL NOTE:

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

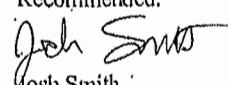
Minimal fiscal impact.


Richard Greenlee
Corporation Counsel


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

ROCK COUNTY

**COMMITTEE REVIEW REPORT
WITH DESCRIPTION**
FOR THE MONTH OF SEPTEMBER 2019

09/26/2019

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
10-1720-0000-63103	Legal Forms	P1900579	09/19/2019	US BANK	RP COPY PAPER	77.99
Real Property Descripton PROG TOTAL						77.99
10-1721-0000-64200	Training	P1900579	09/19/2019	US BANK	LR WLIA FALL REG CONF JEN B	135.00
Land Records PROG TOTAL						135.00

I have reviewed the preceding payments in the total amount of **\$212.99**

Date:

Dept Head _____

Committee Chair _____

ROCK COUNTY

**COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF SEPTEMBER 2019**

09/26/2019

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
64-6400-0000-63100	Office&Misc Exp	P1900403	09/19/2019	US BANK	OFFICE SUPPLIES	89.34
Planning PROG TOTAL						89.34
64-6451-0000-64904	Sundry Expense	P1900410	09/19/2019	LANGE ENTERPRISES INC	SIGNS FOR STONEY RIDGE	170.74
Address Signs PROG TOTAL						170.74
64-6730-0000-62420	Mach/Equip R&M	P1900403	09/19/2019	US BANK	EQUIPMENT	10.98
Surveyor PROG TOTAL						10.98

I have reviewed the preceding payments in the total amount of **\$271.06**

Date:

Dept Head

Committee Chair