



COUNTY BOARD OF SUPERVISORS

NOTICE OF MEETING

NOTE: UNDER THE KENOSHA COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS. NOTICE OF SUCH MOTIONS TO RECONSIDER OR RESCIND AT FUTURE MEETINGS SHALL BE GIVEN IN ACCORDANCE WITH SEC. 210(2) OF THE COUNTY BOARD RULES. FURTHERMORE, ANY MATTER DEEMED BY A MAJORITY OF THE BOARD TO BE GERMANE TO AN AGENDA ITEM MAY BE REFERRED TO THE PROPER COMMITTEE. ANY ITEM SCHEDULED FOR THE FIRST OF TWO READINGS IS SUBJECT TO A MOTION TO SUSPEND THE RULES IN ORDER TO PROCEED DIRECTLY TO DEBATE AND VOTE. ANY PERSON WHO DESIRES THE PRIVILEGE OF THE FLOOR PRIOR TO AN AGENDA ITEM BEING DISCUSSED SHOULD REQUEST A COUNTY BOARD SUPERVISOR TO CALL SUCH REQUEST TO THE ATTENTION OF THE BOARD CHAIRMAN.

NOTICE IS HEREBY GIVEN the **Regular County Board Meeting** of the Kenosha County Board of Supervisors will be held on Tuesday, the **15th day of August, 2017 at 7:30PM., in** the County Board Room located in the Administration Building. The following will be the agenda for said meeting:

- A. Call To Order By Chairwoman Breunig
- B. Pledge Of Allegiance
- C. Roll Call Of Supervisors
- D. Citizen Comments
- E. Announcements Of The Chairwoman
- F. Supervisor Reports
- G. COUNTY EXECUTIVE APPOINTMENTS

13. Richard Gallo To Serve On The Kenosha County Workforce Development Board

Documents:

[GALLO - KCWDB 2017.PDF](#)

H. OLD BUSINESS

Ordinance - One Reading

9. From The Planning, Development & Extension Education Committee Ordinance Regarding Brightonwoods Orchard Inc. (Owner), William H. Stone (Agent), Requests An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection", "PEC" & "SEC" To "General Agricultural & Open Land", "PEC" & "SEC", Town Of Brighton

Documents:

[ORD 9 BRIGHTONWOODS CPA.PDF](#)

10. From The Planning, Development & Extension Education Committee Ordinance Regarding Brightonwoods Orchard Inc. (Owner), William H. Stone (Agent), Requests A Rezoning From A-1 Agricultural Preservation Dist. & C-2 Upland Resource Conservancy Dist. To A-1 Agricultural Preservation Dist., A-3 Agricultural Related Manufacturing, Warehousing And Marketing Dist. & C-2 Upland Resource Conservancy Dist., Town Of Brighton

Documents:

[ORD 10 BRIGHTONWOODS REZ.PDF](#)

Resolution - One Reading

28. From The Planning, Development & Extension Education Committee Resolution Regarding Brightonwoods Orchard Inc. (Owner), William H. Stone (Agent), Requests An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection", "PEC" & "SEC" To "General Agricultural & Open Land", "PEC" & "SEC", Town Of Brighton

Documents:

[RES 28 BRIGHTONWOODS CPA.PDF](#)

I. NEW BUSINESS

Ordinance - One Reading

12. From The Planning, Development & Extension Education Committee An Ordinance Regarding Arthur A. Naber & Paul J. Naber Requesting A Rezoning From A-2 General Agricultural Dist., & C-1 Lowland Resource Conservancy Dist. To A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist. & C-1 Lowland Resource Conservancy Dist., Town Of Wheatland

Documents:

[ORD NABER REZ.PDF](#)

Resolution - One Reading

32. From The Finance & Administration Committee A Resolution Authorizing And Providing For The Sale And Issuance Of \$13,255,000 General Obligation Promissory Notes, Series 2017A, And All Related Details

Documents:

[KENOSHA COUNTY 2017A G.O. PROMISSORY NOTES - AWARD RESOLUTION.PDF](#)

33. From The Finance & Administration Committee A Resolution Authorizing And Providing For The Sale And Issuance Of \$5,315,000 General Obligation Law Enforcement Enhancement Bonds, Series 2017B, And All Related Details

Documents:

[KENOSHA COUNTY 2017B G.O. LAW ENFORCEMENT BONDS - AWARD RESOLUTION.PDF](#)

34. From Supervisor Rose A Resolution Calling On The Wisconsin State Legislature To Support The Foxconn Proposal

Documents:

[RESOLUTION 34.PDF](#)

35. From The Legislative Committee A Resolution Supporting The Ruling Invalidating State Legislative Maps And Ordering New Ones

Documents:

[RESOLUTION SUPPORTING REDISTRICTING RULING- SIGNED.PDF](#)

J. COMMUNICATIONS

5. Communications From Andy M. Buehler Regarding Future Items Scheduled Before The Planning, Development & Extension Education Committee

Documents:

[09-13-2017 COMMUNICATIONS SIGNED.PDF](#)

K. Approval Of The August 1, 2017 Minutes By Supervisor B. Frederick

L. Adjourn



COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

1010 – 56th Street, Third Floor

Kenosha, Wisconsin 53140

(262) 653-2600

Fax: (262) 653-2817

APPOINTMENT 2017/18-13

RE: KENOSHA COUNTY WORKFORCE DEVELOPMENT BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in his judgment and based upon his qualifications, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Richard Gallo
8036 18th Avenue
Kenosha, WI 53143

to serve a three-year term on the Kenosha County Workforce Development Board beginning immediately upon confirmation of the County Board and continuing until the 31st day of August, 2020, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Gallo will serve without pay.

Mr. Gallo will be filling a vacancy on the Board.

Respectfully submitted this 10th day of August, 2017.

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
JIM KREUSER

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: RICHARD M. GALLO
First Middle Last

Residence Address: 8036-18 AVENUE, KENOSHA, WI 53143

Previous Address if above less than 5 years: _____

Occupation: RETIRED
Company Title

Business Address: _____

Telephone Number: Residence 262-652-6242 Business _____

Daytime Telephone Number: 262-652-6242

Mailing Address Preference: Business () Residence (X)

Email Address: RGALLO@wi.rr.com

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes () No (X)

If yes, please attach a detailed document.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

SEE ATTACHED

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

LABOR ARBITRATION

*If more space is needed, please attach another sheet.

Kenosha County Commissions, Committees, & Boards
Appointment Profile - Page 2

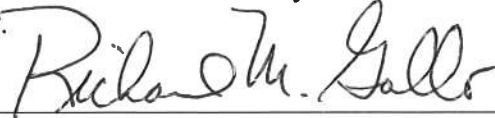
Governmental Services: List services with any governmental unit.

SEE ATTACHED

Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.

GOOD COMMUNICATION SKILLS, EXCELLENT WRITING SKILLS.

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.



Signature of Nominee

8-03-2017

Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140

(For Office Use Only)

Appointed To: _____

Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____

Reappointment _____

Previous Terms: _____

Attachment – Appointment Profile – Kenosha County Commissions, Committees, & Boards

Richard M. Gallo
8036 18th Avenue
Kenosha, WI 53143

Affiliations:

- Kenosha AFL-CIO Council, President
- American Postal Workers Union, AFL-CIO, Retiree Member
- National Active and Retired Federal Employees (NARFE), Chapter 1436, Membership Chair
- Member, Kenosha County Democratic Party
- Member Kenosha County Genealogical Society

Governmental Services:

- City of Kenosha Board of Review, Chairman
- City of Kenosha Zoning Board, Chairman
- City of Kenosha Housing Board

Richard M. Gallo
8036 18th Avenue
Kenosha, Wisconsin 53143
(262)-652-6242
e-mail: RGALLO@wi.rr.com

Education:

Double major degree - Bachelor of Science; University of Wisconsin-Parkside, 1976.

Major: Business Management.

Specialty: Administration.

Major: Labor Economics.

Specialty: General Industrial Relations.

Experience - Union-related:

- ✓ President, Kenosha AFL-CIO Council, March 29, 2017 to present
- ✓ President, Kenosha, Wisconsin Local, American Postal Workers Union, AFL-CIO (APWU), 38 years.
- ✓ General President, APWU of Wisconsin, 4 years.
- ✓ Secretary-Treasurer, APWU of Wisconsin, 4 years.
- ✓ Director Education & Organization, APWU of Wisconsin, 6 years.
- ✓ Secretary, Kenosha, Wisconsin Local, APWU, 2 years.
- ✓ Chief Local Negotiator, 13 consecutive local agreements.
- ✓ Chairman, APWU National Appeals Committee, 2008-2012
- ✓ National APWU Labor-Management Committee, 2006.
- ✓ National APWU Legislative Committee, 2004.
- ✓ National APWU Organization Committee, 1988.
- ✓ National APWU Labor/Management Committee, 1986
- ✓ National APWU Finance Committee, 1984.
- ✓ Executive Board, Kenosha County AFL-CIO Council, 14 years.
- ✓ Arbitration advocate, National and Local cases.
- ✓ APWU RI-399 Task Force, 1988.
- ✓ Participant in multiple arbitration cases.
- ✓ Handled Pre-Arbitration settlements.
- ✓ Handled cases as Step Three designee.
- ✓ Steward for over 3000 local grievances.
- ✓ Delegate to 16 National APWU Conventions.
- ✓ Delegate to 17 State APWU Conventions.
- ✓ Participant/instructor in numerous training seminars and workshops.

Experience – Other:

- ✓ City of Kenosha Board of Review, 2014 to present, current Chairman
- ✓ City of Kenosha Zoning Board, May 2017 to present, current Chairman
- ✓ City of Kenosha Housing Board, May 2017 to present
- ✓ Membership Chair, National Active and Retired Federal Employees, Chapter 1436
- ✓ Membership Committee, Kenosha County Democratic Party, 2013-2016
- ✓ Kenosha Labor Person of the Year, 2013
- ✓ Retired, U.S. Postal Service (Clerk) in 2013 with 41+ years of service

Personal:

- ✓ Married 36 years (Paula)
- ✓ Four Children, Three Grandchildren

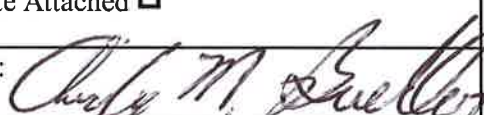
Kenosha



County

BOARD OF SUPERVISORS

ORDINANCE NO. 9

Subject: Brightonwoods Orchard Inc., 1072 288 th Ave., Burlington, WI 53105 (Owner), William H. Stone, 1072 288 th Ave., Burlington, WI 53105 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection", "PEC" & "SEC" to "Farmland Protection", "General Agricultural & Open Land", "PEC" & "SEC" on Tax Parcel #30-4-220-083-0301 located in the SW ¼ of Section 8, T2N, R20E, Town of Brighton			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: July 18, 2017		Date Resubmitted: <u>August 15, 2017</u>	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

AN ORDINANCE TO AMEND
THE MULTI-JURISDICTIONAL COMPREHENSIVE PLAN FOR KENOSHA COUNTY:
2035 BEING CHAPTER 11 OF THE KENOSHA COUNTY MUNICIPAL CODE

That Tax Parcel #30-4-220-083-0301 located in the SW ¼ of Section 8, T2N, R20E, Town of Brighton, be changed from "Farmland Protection", "PEC" & "SEC" to "Farmland Protection", "General Agricultural & Open Land", "PEC" & "SEC", as presented in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035.

For informational purposes only, this property is located on the west side of C.T.H. "B" (288th Avenue) approximately ¼ mile north of the intersection with S.T.H. "142" (Burlington Road).


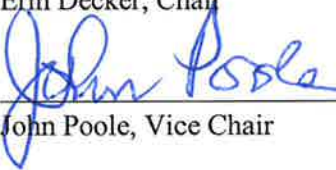
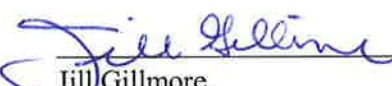

Brightonwoods Orchard Inc. (Owner)
William H. Stone (Agent)

Description: See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE


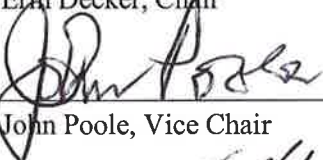
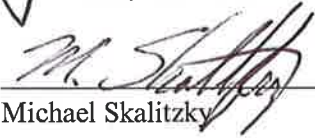
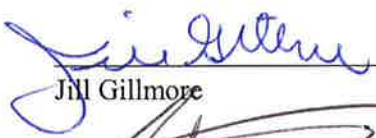
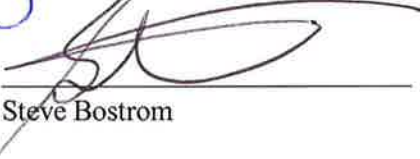
	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Michael Skalitzky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Steve Bostrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Description: See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Steve Bostrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPREHENSIVE PLAN AMENDMENT SITE MAP

PETITIONER(S):

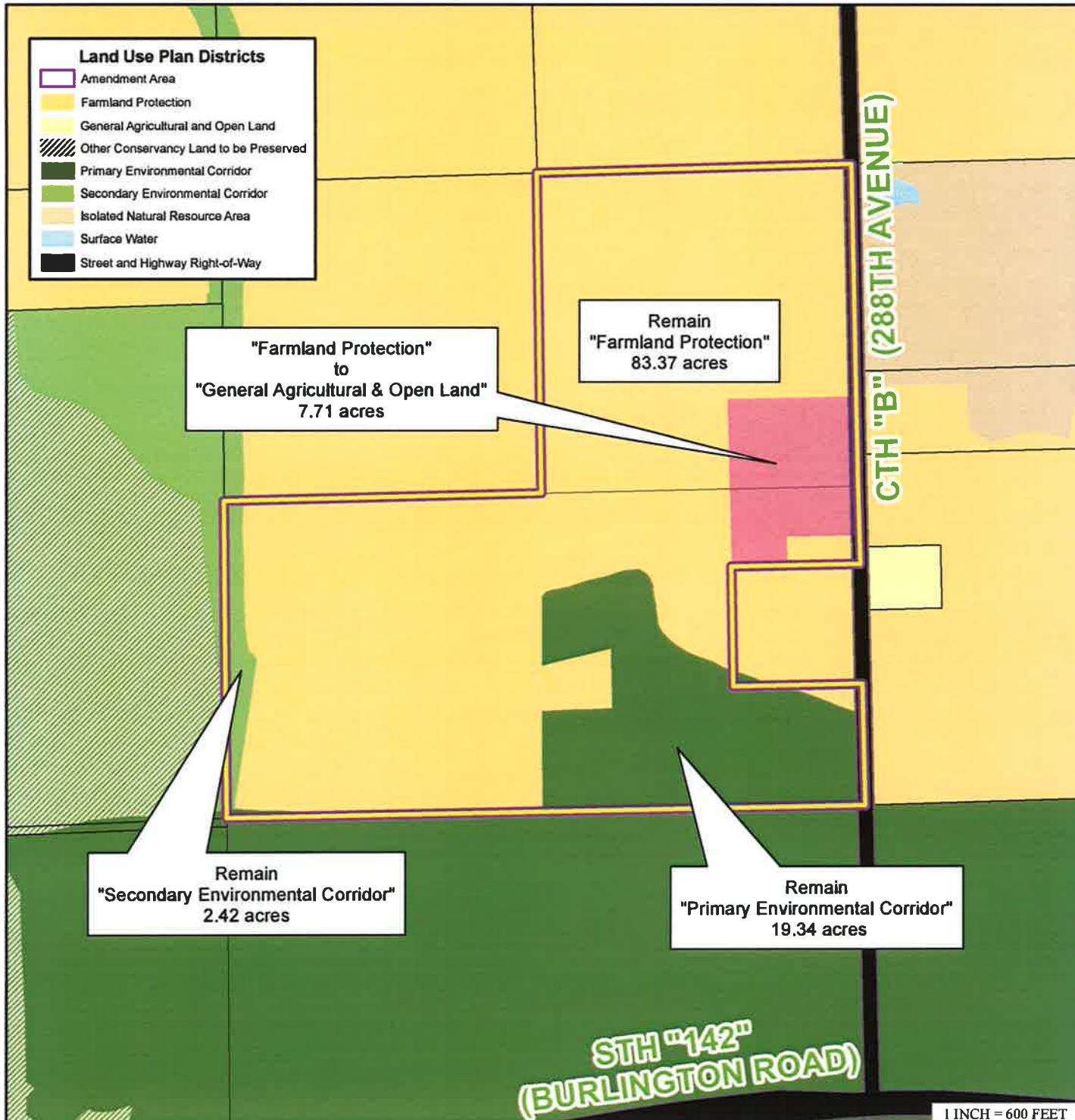
Brightonwoods Orchard Inc. (Owner)
William H. Stone (Agent)

LOCATION: SW 1/4 of Section 8,
Town of Brighton

TAX PARCEL(S): #30-4-220-083-0301

REQUEST:

Requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection", "PEC" & "SEC" to "Farmland Protection", "General Agricultural & Open Land", "PEC" & "SEC".



Kenosha



County

BOARD OF SUPERVISORS

ORDINANCE NO. 10

Subject: Brightonwoods Orchard Inc., 1072 288th Ave., Burlington, WI 53105 (Owner), William H. Stone, 1072 288th Ave., Burlington, WI 53105 (Agent), requesting a rezoning from A-1 Agricultural Preservation Dist. & C-2 Upland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., A-3 Agricultural Related Manufacturing, Warehousing and Marketing Dist. & C-2 Upland Resource Conservancy Dist. on Tax Parcel #30-4-220-083-0301 located in the SW ¼ of Section 8, T2N, R20E, Town of Brighton

Original ☐

Corrected ☐

2nd Correction ☐

Resubmitted ☐

Date Submitted: July 18, 2017

Date Resubmitted: August 15, 2017

Submitted By: Planning Development &
Extension Education Committee

Fiscal Note Attached ☐

Legal Note Attached ☐

Prepared By: Andy M. Buehler, Director
Division of Planning & Development

Signature:

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax Parcel #30-4-220-083-0301 located in the SW ¼ of Section 8, T2N, R20E, Town of Brighton, be changed as follows:

from A-1 Agricultural Preservation Dist. & C-2 Upland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., A-3 Agricultural Related Manufacturing, Warehousing and Marketing Dist. & C-2 Upland Resource Conservancy Dist.


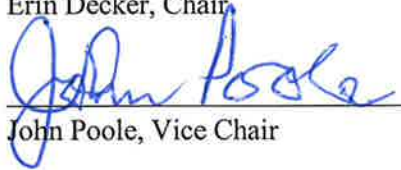

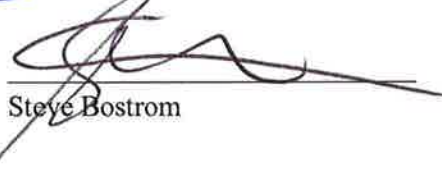
Brightonwoods Orchard Inc. (Owner)
William H. Stone (Agent)

Description: See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE



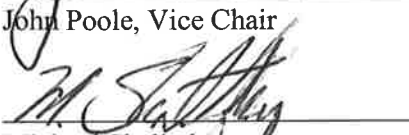
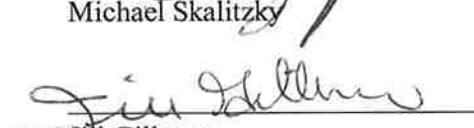
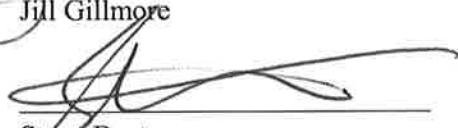
	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Michael Skalizky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Steve Bostrom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Description: See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Steve Bostrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REZONING SITE MAP

PETITIONER(S):

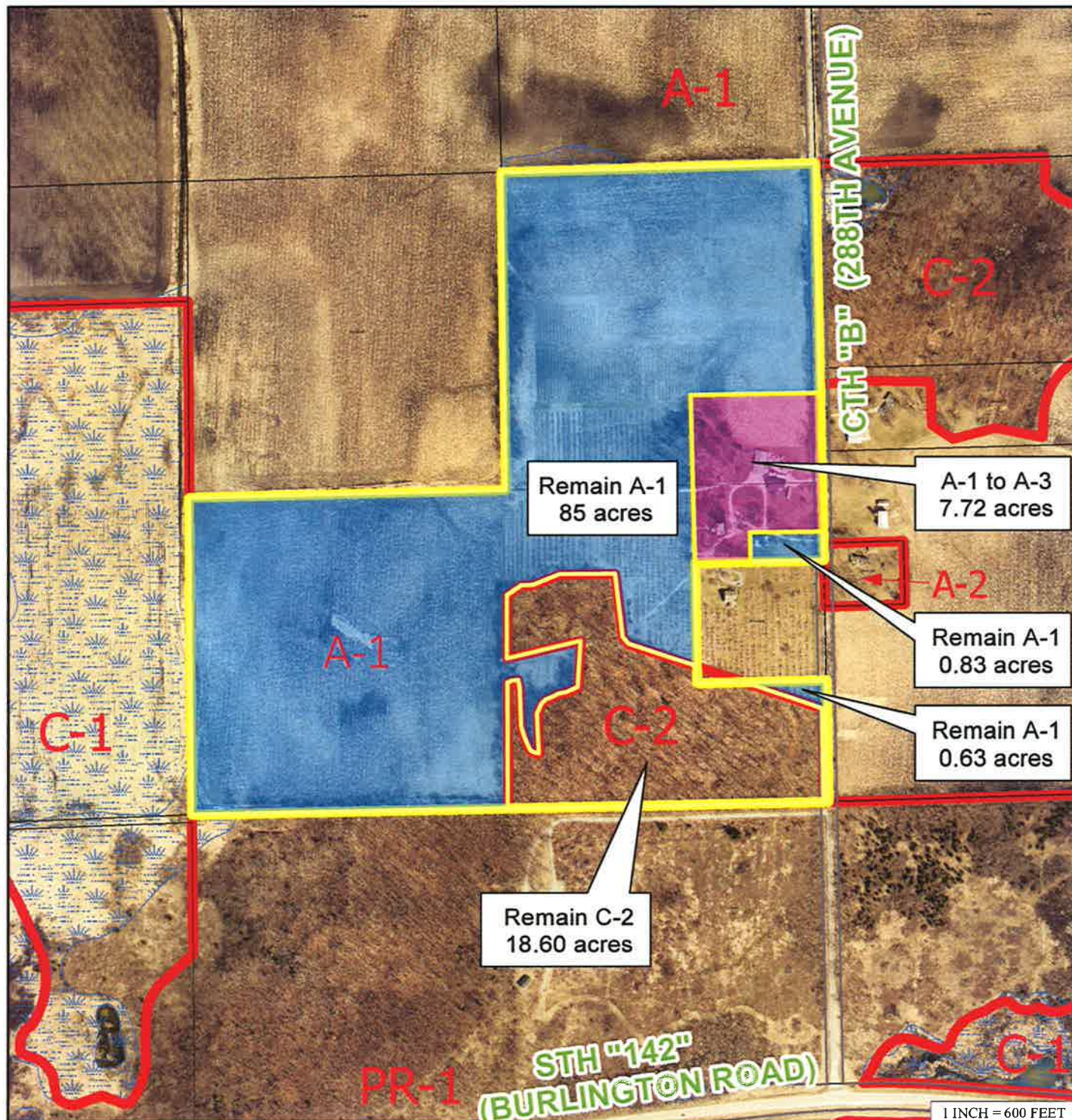
Brightonwoods Orchard Inc. (Owner)
William H. Stone (Agent)

LOCATION: SW 1/4 of Section 8,
Town of Brighton

TAX PARCEL(S): #30-4-220-083-0301

REQUEST:

Requesting a rezoning from A-1 Agricultural Preservation District & C-2 Upland Resource Conservancy District to A-1 Agricultural Preservation District, A-3 Agricultural Related Manufacturing, Warehousing and Marketing District & C-2 Upland Resource Conservancy District.



Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. 28

Subject: Brightonwoods Orchard Inc., 1072 288th Ave., Burlington, WI 53105 (Owner), William H. Stone, 1072 288th Ave., Burlington, WI 53105 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection", "PEC" & "SEC" to "Farmland Protection", "General Agricultural & Open Land", "PEC" & "SEC" on Tax Parcel #30-4-220-083-0301 located in the SW ¼ of Section 8, T2N, R20E, Town of Brighton

Original ☐

Corrected ☐

2nd Correction ☐

Resubmitted ☐

Date Submitted: July 18, 2017

Date Resubmitted: August 15, 2017

Submitted By: Planning, Development &
Extension Education Committee

Fiscal Note Attached ☐

Legal Note Attached ☐

Prepared By: Andy M. Buehler, Director
Division of Planning & Development

Signature: 

WHEREAS, in compliance with Wisconsin's comprehensive planning law set forth in Section 66.1001 of the Wisconsin Statutes, Kenosha County adopted a Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 on April 20, 2010; and,

WHEREAS, Brightonwoods Orchard Inc., 1072 288th Ave., Burlington, WI 53105 (Owner), William H. Stone, 1072 288th Ave., Burlington, WI 53105 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection", "PEC" & "SEC" to "Farmland Protection", "General Agricultural & Open Land", "PEC" & "SEC" on Tax Parcel #30-4-220-083-0301 located in the SW ¼ of Section 8, T2N, R20E, Town of Brighton; and,

WHEREAS, the Kenosha County Division of Planning & Development has published said request in accordance to State Statutes; and

WHEREAS, the Town Board of Brighton recommended approval of the request; and,

WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on July 12, 2017, and recommended approval of the request.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Sections 59.69 and 66.1001(4) of Wisconsin Statutes, the Kenosha County Board of Supervisors hereby amends the comprehensive plan on part of Tax Parcel #30-4-220-083-0301 as described above.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors enact an ordinance adopting the comprehensive plan change.

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE


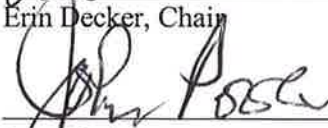
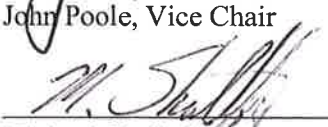

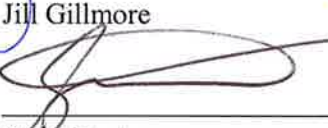
	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Michael Skalitzy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Steve Bostrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOW, THEREFORE, BE IT RESOLVED that pursuant to Sections 59.69 and 66.1001(4) of Wisconsin Statutes, the Kenosha County Board of Supervisors hereby amends the comprehensive plan on part of Tax Parcel #30-4-220-083-0301 as described above.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors enact an ordinance adopting the comprehensive plan change.

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Steve Bostrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPREHENSIVE PLAN AMENDMENT SITE MAP

PETITIONER(S):

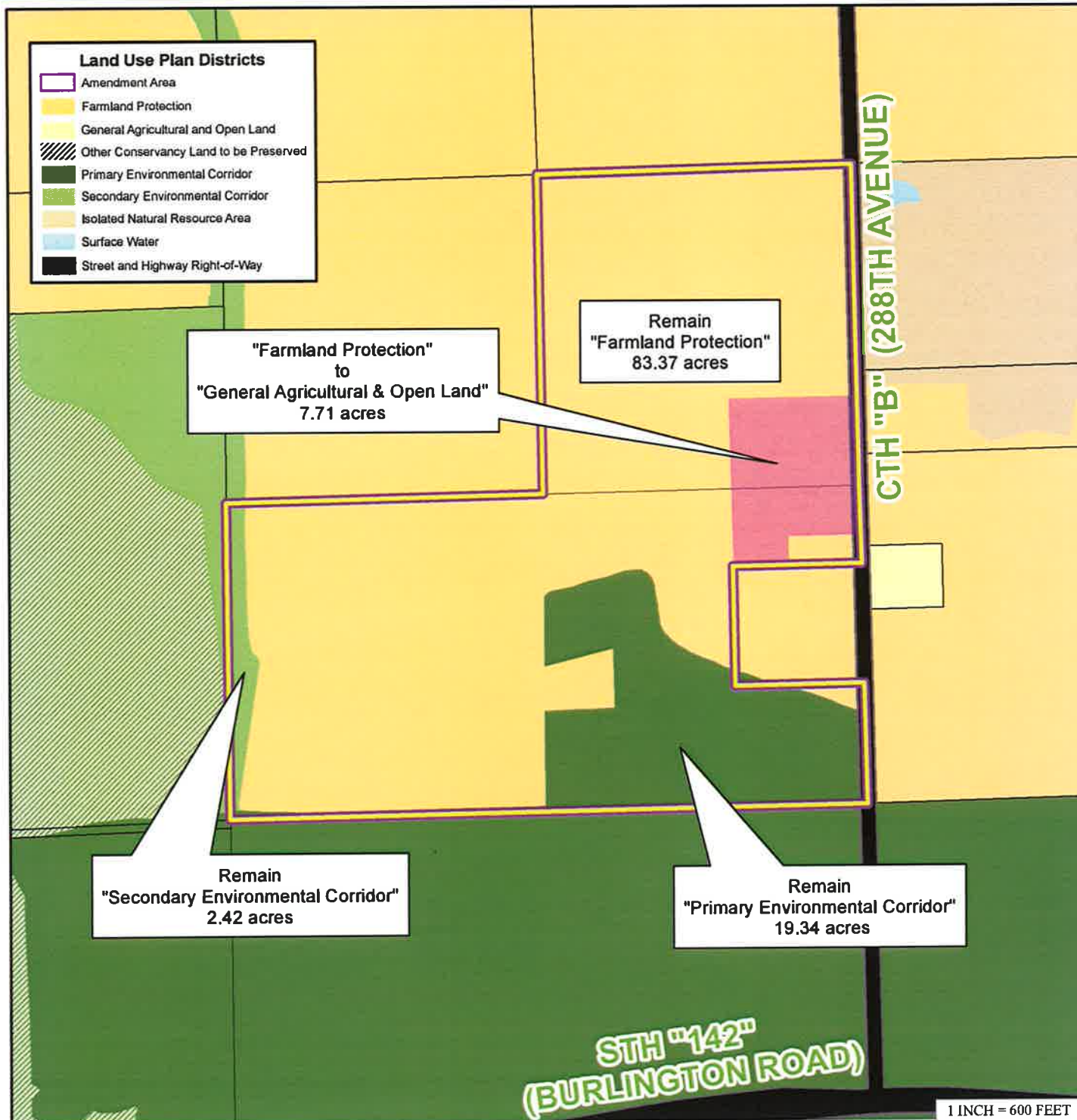
Brightonwoods Orchard Inc. (Owner)
William H. Stone (Agent)

LOCATION: SW 1/4 of Section 8,
Town of Brighton

TAX PARCEL(S): #30-4-220-083-0301

REQUEST:

Requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection", "PEC" & "SEC" to "Farmland Protection", "General Agricultural & Open Land", "PEC" & "SEC".



Kenosha




County

BOARD OF SUPERVISORS

ORDINANCE NO. _____

Subject: **Arthur A. Naber & Paul J. Naber**, 3405 S. Browns Lake Dr., Burlington, WI 53105 (Owner), requesting a **rezoning** from A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #95-4-119-024-0300 located in the S ½ of Section 2, T1N, R19E, Town of **Wheatland**

Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: August 15, 2017		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax Parcel #95-4-119-024-0300 located in the S ½ of Section 2, T1N, R19E, Town of Wheatland, be changed as follows:

from A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist.

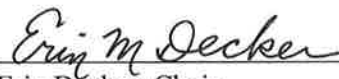




Arthur A. Naber & Paul J. Naber (Owner)

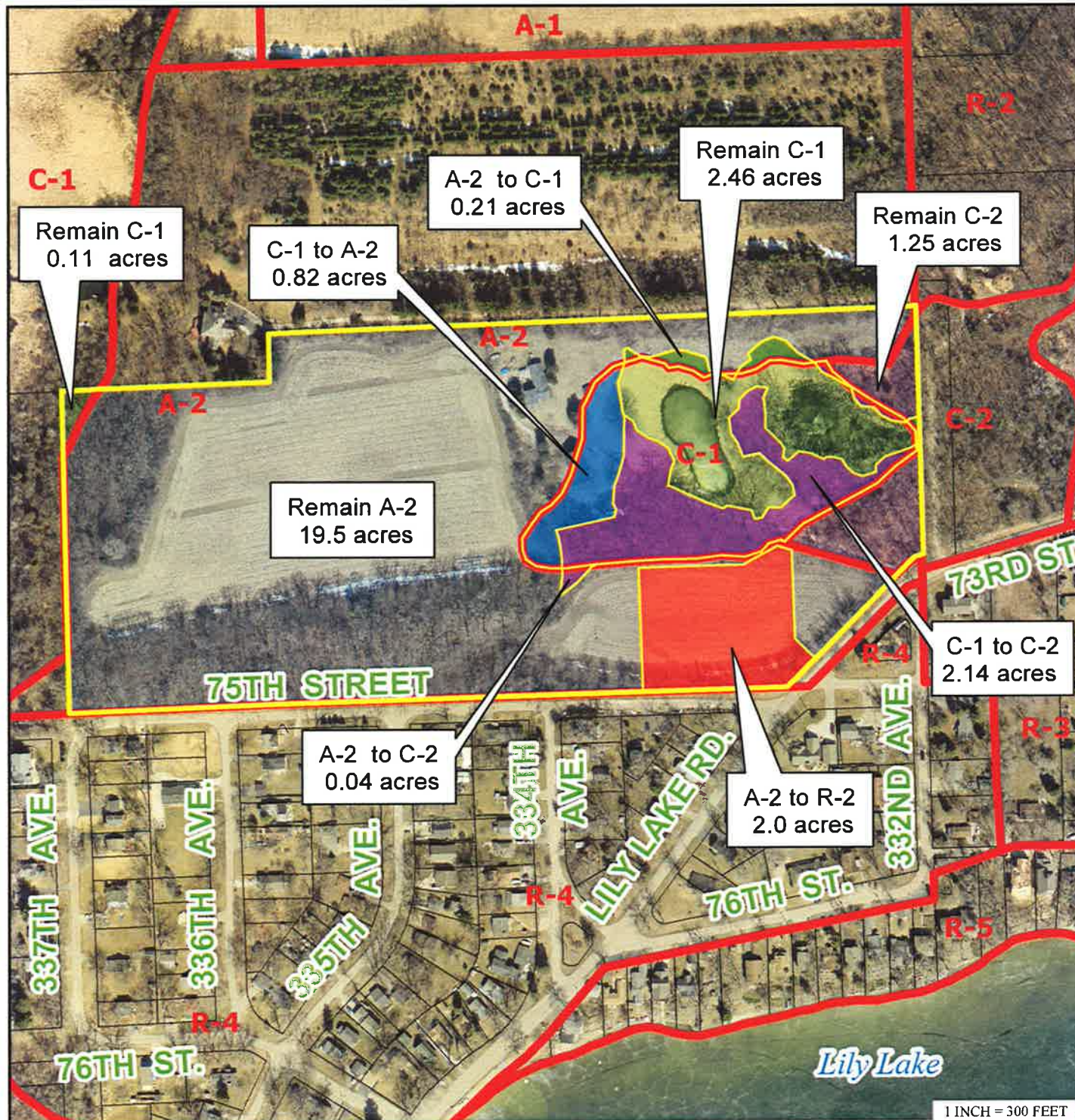
Description: See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jill Gillmore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Steve Bostrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



REZONING SITE MAP

PETITIONER(S):

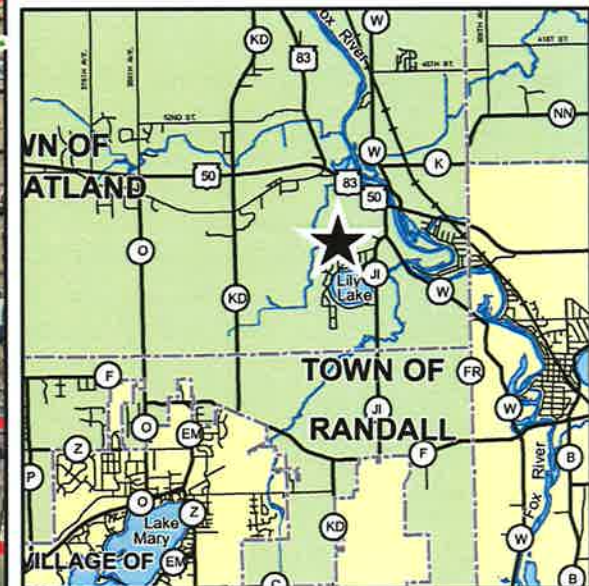
Arthur A. & Paul J. Naber (Owner)

LOCATION: S 1/2 of Section 2,
Town of Wheatland

TAX PARCEL(S): #95-4-119-024-0300

REQUEST:

Requesting a rezoning from A-2 General Agricultural District, C-2 Upland Resource Conservancy District & C-1 Lowland Resource Conservancy District to A-2 General Agricultural District, R-2 Suburban Single-Family Residential District, C-2 Upland Resource Conservancy District & C-1 Lowland Resource Conservancy District.



Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. 2017-_____

Subject: A Resolution Authorizing and Providing for the Sale and Issuance of \$13,255,000 General Obligation Promissory Notes, Series 2017A, and All Related Details			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: August 15, 2017		Date Resubmitted:	
Submitted By: Finance/Administration Committee			
County Board Meeting Date: August 15, 2017			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Foley & Lardner LLP		Signature:	

**COUNTY BOARD OF SUPERVISORS
OF
KENOSHA COUNTY, WISCONSIN**

August 15, 2017

Resolution No.: 2017-_____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$13,255,000 General Obligation Promissory Notes, Series 2017A,
and All Related Details**

RECITALS

The County Board of Supervisors (the “**Governing Body**”) of Kenosha County, Wisconsin (the “**County**”) makes the following findings and determinations:

1. The County needs funds for the following purposes and in the proposed borrowing amounts set forth below (collectively, the “**Project**”):

Maximum Amount Authorized	Borrowing Amount	Initial Resolution Number and Purpose
(a) \$ 2,600,000	\$ 30,000	2013-64 - County Building Improvements;
(b) 7,630,000	715,000	2014-65 - Budgeted Capital Projects Including Road and Highway Improvements;
(c) 2,040,000	765,000	2014-66 - Grants for the Kenosha Area Business Alliance;
(d) 11,700,000	160,000	2015-53 - Budgeted Capital Projects Including Road and Highway Improvements; and
(e) 11,585,000	11,585,000	2016-61 - Budgeted Capital Projects Including Road and Highway Improvements.

2. On November 6, 2013, the Governing Body adopted initial resolution number 64 for the purpose and in the maximum amount authorized as set forth in paragraph 1(a) above (“**Initial Resolution 2013-64**”). Of the \$2,600,000 maximum borrowing amount authorized by Initial Resolution 2013-64, the County previously borrowed (i) \$720,000 in connection with the issuance of its \$11,925,000 General Obligation Promissory Notes, Series 2014A, dated September 10, 2014, and (ii) \$1,850,000 in connection with the issuance of its \$12,305,000 General Obligation Promissory Notes, Series 2015C, dated September 9, 2015 (the “**2015C Notes**”). As of the date of this resolution, \$30,000 of the maximum borrowing amount authorized by Initial Resolution 2013-64 remains available.

3. On November 6, 2014 the Governing Body adopted initial resolution number 65 for the purposes and in the maximum amount authorized as set forth in paragraph 1(b) above (“**Initial Resolution 2014-65**”). Of the \$7,630,000 maximum borrowing amount authorized by Initial Resolution 2014-65, the County previously borrowed (i) \$6,015,000 in connection with the issuance of the 2015C Notes, and (ii) \$710,000 in connection with the issuance of its \$13,965,000 General Obligation Promissory Notes, Series 2016A, dated September 1, 2016 (the “**2016A Notes**”). As of the date of this resolution, \$905,000 of the maximum borrowing amount authorized by Initial Resolution 2014-65 remains available.

4. On November 6, 2014, the Governing Body adopted initial resolution number 66 for the purposes and in the maximum amount authorized as set forth in paragraph 1(c) above (“**Initial Resolution 2014-66**”). Of the \$2,040,000 maximum borrowing amount authorized by Initial Resolution 2014-66, the County previously borrowed \$760,000 in connection with the issuance of the 2016A Notes. As of the date of this resolution, \$1,280,000 of the maximum borrowing amount authorized by Initial Resolution 2014-66 remains available.

5. On November 12, 2015, the Governing Body adopted initial resolution number 2015-53 for the purposes and in the maximum amount authorized as set forth in paragraph 1(d) above (“**Initial Resolution 2015-53**”). Of the \$11,700,000 maximum borrowing amount authorized by Initial Resolution 2015-53, the County previously borrowed \$11,540,000 in connection with the issuance of the 2016A Notes. As of the date of this resolution, \$160,000 of the maximum borrowing amount remains available.

6. On November 10, 2016, the Governing Body adopted initial resolution number 2016-61 for the purposes and in the maximum amount authorized as set forth in paragraph 1(e) above (“**Initial Resolution 2016-61**”). The County has not previously borrowed under the authority granted by Initial Resolution 2016-61; therefore, as of the date of this resolution, the maximum borrowing amount of \$11,585,000 authorized by Initial Resolution 2016-61 remains available.

7. Each initial resolution described in the preceding paragraphs was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.

8. On July 18, 2017, the Governing Body adopted a resolution (the “**Authorizing Resolution**”) authorizing the notification and sale of, and set forth certain details relating to, the County’s General Obligation Promissory Notes, Series 2017A (the “**Obligations**”) authorized to be issued by this resolution.

9. The Clerk of the County caused notice of the sale of the Obligations (the “**Notice to Bidders**”) to be given to media typically monitored by potential bidders in the manner and form directed by the Authorizing Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the Notice to Bidders.

10. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid

(the “**Notice of Sale**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.

11. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____ (the “**Purchaser**”), or a group that it represents, to purchase the Obligations specified in the Purchaser’s bid. The Purchaser bid the price of \$_____ for the entire issue of Obligations (the “**Purchase Price**”), plus any accrued interest, and specified that the Obligations maturing on September 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2018	\$ 1,110,000	_____%
2019	1,220,000	_____
2020	1,225,000	_____
2021	1,250,000	_____
2022	1,275,000	_____
2023	1,275,000	_____
2024	1,280,000	_____
2025	1,380,000	_____
2026	1,580,000	_____
2027	1,660,000	_____

12. The Purchaser’s bid complies with all terms of the Notice to Bidders and the Notice of Sale.

13. The County has taken all actions required by law and has the power to sell and issue the Obligations.

14. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined in the recitals to this resolution, the following capitalized terms have the meanings given in this section, unless the context clearly requires another meaning.

“**Book-Entry System**” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository

appointed by the County, or in the name of such depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the County and delivered on the closing date of the Obligations.

"Debt Service Fund" means the fund created by the County pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"Debt Service Fund Account" has the meaning given in Section 16 hereof.

"Depository" means DTC or any successor appointed by the County and acting as securities depository for the Obligations.

"DTC" means The Depository Trust Company.

"Financial Officer" means the County Treasurer.

"Fiscal Agent" means the Treasurer, or any successor fiscal agent appointed by the County to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"Governing Body" means the County Board of Supervisors.

"Initial Resolutions" means collectively, Initial Resolutions 2013-64, 2014-65, 2014-66, 2015-53, and 2016-61, each as described in the recitals to this resolution.

"County" means Kenosha County, Wisconsin.

"Municipal Officers" means the County Board Chairperson and the County Clerk. These are the officers required by law to execute general obligations on the County's behalf.

"Notice of Sale" has the meaning set forth in the recitals to this resolution.

"Obligations" means the \$13,255,000 Kenosha County, Wisconsin General Obligation Promissory Notes, Series 2017A, which will be issued pursuant to this resolution.

"Original Issue Date" means September 6, 2017.

"Project" has the meaning given in the recitals to this resolution.

"Purchase Price" has the meaning given in the recitals to this resolution.

"Purchaser" has the meaning given in the recitals to this resolution.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the County Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

[“**Term Notes**” means the Obligations maturing on September 1 in the years 20____ and 20____.]

“**Treasurer**” means the County Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the County in the principal amount of \$13,255,000. The Obligations will be issued pursuant to the Initial Resolutions and the provisions of Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “Kenosha County, Wisconsin General Obligation Promissory Notes, Series 2017A.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2018, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on

the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The County and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2018	\$ 1,110,000	_____ %
2019	1,220,000	_____
2020	1,225,000	_____
2021	1,250,000	_____
2022	1,275,000	_____
2023	1,275,000	_____
2024	1,280,000	_____
2025	1,380,000	_____
2026	1,580,000	_____
2027	1,660,000	_____

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The County appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The County appoints DTC to act as securities depository for the Obligations. An authorized representative of the County has previously executed a blanket issuer letter of representations with DTC on the County's behalf, and the County ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the County's relationship with DTC is terminated, then the County may appoint another securities depository to maintain the Book-Entry System.

The County may decide at any time not to maintain the Obligations in a Book-Entry System. If the County decides not to maintain a Book-Entry System, then it will do the following:

- (i) At its expense, the County will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The County will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes.

Section 8. Redemption.

The Obligations maturing on and after September 1, 2025 are subject to redemption before their stated maturity dates, at the County's option, in whole or in part, in the order of maturity selected by the County, on September 1, 2024 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all the principal amount of a specific maturity is redeemed, then the Obligations will be redeemed in \$5,000 multiples in accordance with Sections 9 and 10 hereof [, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the County will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Term Notes are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**"), the County will redeem the following respective principal amounts (subject to reduction as provided in the immediate preceding paragraph) of the Term Notes:

<u>Term Notes Maturing September 1, 20__</u>	
<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount To be Redeemed</u>
20____	\$_____
20____	_____
20____ (Stated Maturity)	_____

Term Notes Maturing September 1, 20_____

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20_____	\$_____
20_____	_____
20____ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in accordance with Sections 9 and 10 hereof, and the County will give notice of the redemption in the manner stated in said sections.]

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the County maintains the Obligations in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the County appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the County will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the County will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices Not Under Book-Entry System.

If on any date the County decides *not* to maintain the Obligations in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The County will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the County or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the principal amount of a specific maturity is to be redeemed, then the County or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount of a particular Obligation has been called for redemption, then upon surrender to the Fiscal Agent of the Obligation to be redeemed, the County will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date to the registered owners of the Obligations to be redeemed at the addresses set forth in the Register. A notice of redemption may be revoked by sending a notice, by first class mail, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and

are consistent with this resolution or any supplemental resolution. The County may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the County's corporate seal (or a facsimile), if the County has one, and they shall also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the County are directed to sign the Continuing Disclosure Agreement, and the County agrees to comply with all its terms.

Section 14. Sale of Obligations.

The County awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The County approves and accepts the purchase agreement, which may be in the form of a bid form, signed and presented by the Purchaser to evidence the purchase of the Obligations (the "**Purchase Agreement**"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the County's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The officers of the County are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the County furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the

legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the County to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the County irrevocably pledges its full faith and credit. The County hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the County's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the County's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. This tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2017	\$_____
2018	_____
2019	_____
2020	_____
2021	_____
2022	_____
2023	_____
2024	_____
2025	_____
2026	_____

Section 16. Debt Service Fund Account.

The County shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the County by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is

insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the County will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (a) used to pay the costs of the Project and issuing the Obligations, or (b) transferred to the Debt Service Fund Account as provided by law.

Section 18. Official Statement.

The County approves and ratifies the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the County authorizes and approves the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the County. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the County has agreed to sell the Obligations. The notice shall be published in the County’s official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the County are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the County relating to the Obligations and to the financial condition and affairs of the County.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the County as to the facts they present.

Section 21. Tax Law Covenants.

The County covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that shall be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 22. Further Authorization.

The County authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 23. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 24. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 25. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: August 15, 2017

County Board Chairperson

County Clerk

County Executive

EXHIBIT A
FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the County or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
KENOSHA COUNTY

Registered

No. R-____

\$_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2017A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	September 1, 20__	September 6, 2017	489782 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

KENOSHA COUNTY, WISCONSIN (herein called the “**County**”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2018, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the County of an aggregate principal amount of \$13,255,000, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the County pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by (1) initial resolutions adopted by the governing body of the County on November 6, 2013, November 6, 2014, November 12, 2015, and November 10, 2016, and (2) the resolution duly adopted by the governing body of the County on August 15, 2017, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$13,255,000 General Obligation

Promissory Notes, Series 2017A, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the County (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by the Treasurer of the County or any successor fiscal agent appointed by the County under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the County decides *not* to maintain the Obligations in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or prior redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid, on each interest payment date, by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The County and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the County has irrevocably pledged its full faith and credit. The County has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after September 1, 2025 are subject to redemption before their stated maturity dates, at the County’s option, in whole or in part, in the order of maturity selected by the County, on September 1, 2024 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all the principal amount of a specific maturity is redeemed, then the Obligations will be redeemed in \$5,000 multiples as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the County will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Obligations maturing on September 1 in the years 20__ and 20__ (collectively, the “**Term Notes**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the County will redeem the following respective principal amounts (subject to reduction as provided in the immediate preceding paragraph) of the Term Notes:

Term Notes Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20__	\$_____
20__	_____
20__ (Stated Maturity)	_____

Term Notes Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20__	\$_____
20__	_____
20__ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the County will give notice of the redemption in the manner described below.]

So long as the County maintains the Obligations in a Book-Entry System, then the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the County appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the County will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the County will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

If on any date the County decides *not* to maintain the Obligations in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The County will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the County or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption. If a portion of an Obligation has been called for redemption, then on the redemption date, and upon surrender of the Obligation, the County will issue one or more new Obligations in the principal amount outstanding after the redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the County or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount of a particular Obligation has been called for redemption, then upon surrender to the Fiscal Agent of the Obligation to be redeemed, the County will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date to the registered owners of any Obligations to be redeemed. A notice of redemption may be revoked by sending a notice, by first class mail, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.

The County certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the County, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the County sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the County, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its President and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

KENOSHA COUNTY, WISCONSIN

By: _____
County Board Chairperson

[SEAL]

And: _____
County Clerk

Certificate of Authentication

Dated: September __, 2017

This Obligation is one of the Obligations described in the Resolution.

By: _____
County Treasurer,
as Fiscal Agent

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF
KENOSHA COUNTY, WISCONSIN
RELATING TO NOTE SALE

On August 15, 2017, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby Kenosha County, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of \$13,255,000. It is anticipated that the closing of this note financing will be held on or about September 6, 2017. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the County Clerk, at 1010 56th Street, Kenosha, Wisconsin 53140 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: August ____, 2017

/s/ Mary T. Kubicki
County Clerk

Subject: A Resolution Authorizing and Providing for the Sale and Issuance of
\$13,255,000 General Obligation Promissory Notes, Series 2017A,
and All Related Details

Approved by:

FINANCE/ADMINISTRATION COMMITTEE:

<u>Committee Member</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Terry Rose, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Ronald J. Frederick	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Edward Kubicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Daniel Esposito	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeffrey Gentz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Rick Dodge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. 2017-_____

Subject: A Resolution Authorizing and Providing for the Sale and Issuance of \$5,315,000 General Obligation Law Enforcement Enhancement Bonds, Series 2017B, and All Related Details			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: August 15, 2017		Date Resubmitted:	
Submitted By: Finance/Administration Committee			
County Board Meeting Date: August 15, 2017			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Foley & Lardner LLP		Signature:	

**COUNTY BOARD OF SUPERVISORS
OF
KENOSHA COUNTY, WISCONSIN**

August 15, 2017

Resolution No.: 2017-_____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$5,315,000 General Obligation Law Enforcement Enhancement Bonds, Series 2017B,
and All Related Details**

RECITALS

The County Board of Supervisors (the “**Governing Body**”) of Kenosha County, Wisconsin (the “**County**”) makes the following findings and determinations:

1. The County needs funds for the following purpose and in the proposed borrowing amount set forth below (the “**Project**”):

Maximum Amount Authorized	Borrowing Amount	Initial Resolution Number and Purpose
\$12,050,000	\$5,315,000	2016-62 – Law Enforcement Enhancement Projects

2. On November 10, 2016, the Governing Body adopted initial resolution number 2016-62 for the purposes and in the maximum amount authorized as set forth in paragraph 1 above (“**Initial Resolution 2016-62**”). The County has not previously borrowed under the authority granted by Initial Resolution 2016-62; therefore, as of the date of this resolution, the maximum borrowing amount of \$12,050,000 authorized by Initial Resolution 2016-62 remains available.

3. Initial Resolution 2016-62 was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.

4. On July 18, 2017, the Governing Body adopted a resolution (the “**Authorizing Resolution**”) authorizing the notification and sale of, and set forth certain details relating to, the County’s General Obligation Law Enforcement Enhancement Bonds, Series 2017B (the “**Obligations**”) authorized to be issued by this resolution.

5. The Clerk of the County caused notice of the sale of the Obligations (the “**Notice to Bidders**”) to be given to media typically monitored by potential bidders in the

manner and form directed by the Authorizing Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the Notice to Bidders.

6. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.

7. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____ (the “**Purchaser**”), or a group that it represents, to purchase the Obligations specified in the Purchaser’s bid. The Purchaser bid the price of \$_____ for the entire issue of Obligations (the “**Purchase Price**”), plus any accrued interest, and specified that the Obligations maturing on September 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>
2018	\$170,000	_____ %	2028	\$260,000	_____ %
2019	175,000	_____	2029	275,000	_____
2020	175,000	_____	2030	300,000	_____
2021	175,000	_____	2031	300,000	_____
2022	175,000	_____	2032	325,000	_____
2023	200,000	_____	2033	350,000	_____
2024	200,000	_____	2034	375,000	_____
2025	200,000	_____	2035	375,000	_____
2026	225,000	_____	2036	400,000	_____
2027	225,000	_____	2037	435,000	_____

8. The Purchaser’s bid complies with all terms of the Notice to Bidders and the Notice of Sale.

9. The County has taken all actions required by law and has the power to sell and issue the Obligations.

10. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined in the recitals to this resolution, the following capitalized terms have the meanings given in this section, unless the context clearly requires another meaning.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the County, or in the name of such depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the County and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the County pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning given in Section 16 hereof.

“Depository” means DTC or any successor appointed by the County and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Financial Officer” means the County Treasurer.

“Fiscal Agent” means the Treasurer, or any successor fiscal agent appointed by the County to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” means the County Board of Supervisors.

“Initial Resolution” means Initial Resolution 2016-62, as described in the recitals to this resolution.

“County” means Kenosha County, Wisconsin.

“Municipal Officers” means the County Board Chairperson and the County Clerk. These are the officers required by law to execute general obligations on the County’s behalf.

“Notice of Sale” has the meaning set forth in the recitals to this resolution.

“Obligations” means the \$5,315,000 Kenosha County, Wisconsin General Obligation Law Enforcement Enhancement Bonds, Series 2017B, which will be issued pursuant to this resolution.

“Original Issue Date” means September 6, 2017.

“Project” has the meaning given in the recitals to this resolution.

“**Purchase Price**” has the meaning given in the recitals to this resolution.

“**Purchaser**” has the meaning given in the recitals to this resolution.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the County Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

[“**Term Bonds**” means the Obligations maturing on September 1 in the years 20__ and 20____.]

“**Treasurer**” means the County Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation law enforcement enhancement bonds of the County in the principal amount of \$5,315,000. The Obligations will be issued pursuant to the Initial Resolution and the provisions of Chapter 67 of the Wisconsin Statutes to pay the costs of the Project and certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “Kenosha County, Wisconsin General Obligation Law Enforcement Enhancement Bonds, Series 2017B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2018, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The County and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>
2018	\$170,000	_____ %	2028	\$260,000	_____ %
2019	175,000	_____	2029	275,000	_____
2020	175,000	_____	2030	300,000	_____
2021	175,000	_____	2031	300,000	_____
2022	175,000	_____	2032	325,000	_____
2023	200,000	_____	2033	350,000	_____
2024	200,000	_____	2034	375,000	_____
2025	200,000	_____	2035	375,000	_____
2026	225,000	_____	2036	400,000	_____
2027	225,000	_____	2037	435,000	_____

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The County appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The County appoints DTC to act as securities depository for the Obligations. An authorized representative of the County has previously executed a blanket issuer letter of representations with DTC on the County's behalf, and the County ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the County's relationship with

DTC is terminated, then the County may appoint another securities depository to maintain the Book-Entry System.

The County may decide at any time not to maintain the Obligations in a Book-Entry System. If the County decides not to maintain a Book-Entry System, then it will do the following:

- (i) At its expense, the County will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The County will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes.

Section 8. Redemption.

The Obligations maturing on and after September 1, 2028 are subject to redemption before their stated maturity dates, at the County's option, in whole or in part, in the order of maturity selected by the County, on September 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all the principal amount of a specific maturity is redeemed, then the Obligations will be redeemed in \$5,000 multiples in accordance with Sections 9 and 10 hereof[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the County will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Term Bonds are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**"), the County will redeem the following respective principal amounts (subject to reduction as provided in the immediate preceding paragraph) of the Term Bonds:

Term Bonds Maturing September 1, 20

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount To be Redeemed</u>
20____	\$_____
20____	_____
20____ (Stated Maturity)	_____

Term Bonds Maturing September 1, 20_____

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20_____	\$_____
20_____	_____
20_____ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in accordance with Sections 9 and 10 hereof, and the County will give notice of the redemption in the manner stated in said sections.] .

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the County maintains the Obligations in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the County appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the County will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the County will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices Not Under Book-Entry System.

If on any date the County decides *not* to maintain the Obligations in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The County will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the County or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the principal amount of a specific maturity is to be redeemed, then the County or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount of a particular Obligation has been called for redemption, then upon surrender to the Fiscal Agent of the Obligation to be redeemed, the County will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date to the registered owners of the Obligations to be redeemed at the addresses set forth in the Register. A notice of redemption may be revoked by sending a notice, by first class mail, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and

are consistent with this resolution or any supplemental resolution. The County may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the County's corporate seal (or a facsimile), if the County has one, and they shall also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the County are directed to sign the Continuing Disclosure Agreement, and the County agrees to comply with all its terms.

Section 14. Sale of Obligations.

The County awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The County approves and accepts the purchase agreement, which may be in the form of a bid form, signed and presented by the Purchaser to evidence the purchase of the Obligations (the "**Purchase Agreement**"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the County's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The officers of the County are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the County furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the

legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the County to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the County irrevocably pledges its full faith and credit. The County hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the County's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the County's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. This tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2017	\$_____	2027	\$_____
2018	_____	2028	_____
2019	_____	2029	_____
2020	_____	2030	_____
2021	_____	2031	_____
2022	_____	2032	_____
2023	_____	2033	_____
2024	_____	2034	_____
2025	_____	2035	_____
2026	_____	2036	_____

Section 16. Debt Service Fund Account.

The County shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the County by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is

insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the County will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (a) used to pay the costs of the Project and issuing the Obligations, or (b) transferred to the Debt Service Fund Account as provided by law.

Section 18. Official Statement.

The County approves and ratifies the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the County authorizes and approves the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the County. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the County has agreed to sell the Obligations. The notice shall be published in the County’s official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the County are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the County relating to the Obligations and to the financial condition and affairs of the County.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the County as to the facts they present.

Section 21. Tax Law Covenants.

The County covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that shall be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 22. Further Authorization.

The County authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 23. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 24. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 25. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: August 15, 2017

County Board Chairperson

County Clerk

County Executive

EXHIBIT A
FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the County or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
KENOSHA COUNTY

Registered

No. R-____

\$_____

GENERAL OBLIGATION LAW ENFORCEMENT ENHANCEMENT BOND, SERIES 2017B

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Original</u> <u>Issue Date</u>	<u>CUSIP</u>
_____%	September 1, 20__	September 6, 2017	489782 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

KENOSHA COUNTY, WISCONSIN (herein called the “**County**”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2018, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the “**Obligations**”) of the County of an aggregate principal amount of \$5,315,000, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the County pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the County on November 10, 2016, and (2) the resolution duly adopted by the governing body of the County on August 15, 2017, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$5,315,000 General Obligation Law Enforcement Enhancement Bonds, Series 2017B, and All Related

Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered bonds.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the County (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by the Treasurer of the County or any successor fiscal agent appointed by the County under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the County decides *not* to maintain the Obligations in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or prior redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid, on each interest payment date, by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The County and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the County has irrevocably pledged its full faith and credit. The County has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after September 1, 2028 are subject to redemption before their stated maturity dates, at the County’s option, in whole or in part, in the order of maturity selected by the County, on September 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all the principal amount of a specific maturity is redeemed, then the Obligations will be redeemed in \$5,000 multiples as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the County will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Obligations maturing on September 1 in the years 20__ and 20__ (collectively, the “**Term Bonds**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the County will redeem the following respective principal amounts (subject to reduction as provided in the immediate preceding paragraph) of the Term Bonds:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20__	\$_____
20__	_____
20__ (Stated Maturity)	_____

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20__	\$_____
20__	_____
20__ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner set forth below, and the County will give notice of the redemption in the manner described below.]

So long as the County maintains the Obligations in a Book-Entry System, then the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the County appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the County will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the County will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

If on any date the County decides *not* to maintain the Obligations in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The County will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the County or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption. If a portion of an Obligation has been called for redemption, then on the redemption date, and upon surrender of the Obligation, the County will issue one or more new Obligations in the principal amount outstanding after the redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the County or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount of a particular Obligation has been called for redemption, then upon surrender to the Fiscal Agent of the Obligation to be redeemed, the County will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date to the registered owners of any Obligations to be redeemed. A notice of redemption may be revoked by sending a notice, by first class mail, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.

The County certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the County, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the County sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the County, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its President and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

KENOSHA COUNTY, WISCONSIN

By: _____
County Board Chairperson

[SEAL]

And: _____
County Clerk

Certificate of Authentication

Dated: September __, 2017

This Obligation is one of the Obligations described in the Resolution.

By: _____
County Treasurer,
as Fiscal Agent

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF
KENOSHA COUNTY, WISCONSIN
RELATING TO BOND SALE

On August 15, 2017, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby Kenosha County, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation law enforcement enhancement bonds in the principal amount of \$5,315,000. It is anticipated that the closing of this bond financing will be held on or about September 6, 2017. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the County Clerk, at 1010 56th Street, Kenosha, Wisconsin 53140 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: August ____, 2017

/s/ Mary T. Kubicki
County Clerk

Subject: A Resolution Authorizing and Providing for the Sale and Issuance of
\$5,315,000 General Obligation Law Enforcement Enhancement Bonds, Series 2017B,
and All Related Details

Approved by:

FINANCE/ADMINISTRATION COMMITTEE:

<u>Committee Member</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Terry Rose, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Ronald J. Frederick	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Edward Kubicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Daniel Esposito	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeffrey Gentz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Rick Dodge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

County of Kenosha
Board of Supervisors
Resolution No. 34

Subject: A RESOLUTION CALLING ON THE WISCONSIN LEGISLATURE TO SUPPORT THE FOXCONN PROJECT			
Original <u>X</u>	Corrected <u> </u>	2 nd Correction <u> </u>	Resubmitted <u> </u>
Date Submitted: <u> </u> Date resubmitted: <u> </u>			
Submitted by: Supervisor Terry Rose			
Fiscal Note Attached: <u> </u>		Legal Note Attached: <u> </u>	
Prepared By: Supervisor Terry Rose			

WHEREAS, The expansion, relocation, and creation of business is vital to the growth and economic development of Kenosha County and Wisconsin; and

WHEREAS, Kenosha County has added 8,400 jobs since 2013; and

WHEREAS, Such economic growth and development result in increased employment and wages, increased economic health, and a reduced need for public assistance; and

WHEREAS, Kenosha County partners with the Kenosha Area Business Alliance (KABA) and the Wisconsin Economic Development Corporation to encourage expansion, relation, and creation of businesses; and

WHEREAS, Foxconn Technology Group, the world's largest electronics manufacturing services provider, has announced plans to invest \$10 billion by 2020 to build a world-class manufacturing campus in Southeastern Wisconsin; and

WHEREAS, The campus, which will manufacture state-of-the-art liquid crystal displace (LCD) screens, will employ 13,000 people, which will be all new jobs in the State of Wisconsin, at an average salary of \$53,875 plus benefits; and

WHEREAS, In addition to the manufacturing jobs directly created, the construction of the campus will support an estimated 10,000 construction jobs over each of the next four years as well as 6,000 indirect jobs from the construction; and

WHEREAS, Of the \$10 billion of capital investment, an estimated \$5.7 billion will be for construction and equipment sourced from Wisconsin business, which is expected to generate \$348 million in local and state tax revenue; and

WHEREAS, In addition to the 13,000 jobs directly created by Foxconn, the project is expected to create at least 22,000 indirect and induced jobs throughout the state, generating and estimated \$11.11 billion in ongoing statewide economic impact, including a \$5.22 billion increase to Wisconsin's gross domestic product; and

WHEREAS, The project is expected to have at least a \$7 billion annual economic impact on the state, including generating an estimated \$181 million in state and local tax revenues annually, including \$60 million in local property taxes; and

WHEREAS, The private investment from Foxconn is estimated to be \$6.70 for every \$1 from the State of Wisconsin; and

WHEREAS, The State Legislature is currently considering legislation concerning an incentive package necessary for Foxconn to locate in Wisconsin; and

WHEREAS, Those incentives will be tied to actual performance, including the measure of jobs created at or above the promised numbers and wages, with clawbacks requiring the paying of back taxes if the jobs and investments are not kept in Wisconsin; and

WHEREAS, Foxconn is considering locations in both Kenosha and Racine County; and


WHEREAS, Whether the facility is built in Kenosha or Racine County, all of Southeastern Wisconsin, as well as the entirety of the state, stands to benefit from the investment and the job creation;

NOW THEREFORE BE IT RESOLVED, That the County Board of Supervisors supports the announced plans of Foxconn to build a facility in Southeastern Wisconsin; and

BE IT FURTHER RESOLVED, That the County Board of Supervisors calls on the Wisconsin State Legislature to support the historic opportunity provided by the Foxconn project by approving the needed incentives plan; and

BE IT FURTHER RESOLVED That the County Clerk is instructed to send a copy of this resolution to Governor Scott Walker, the Wisconsin Counties Association, and all members of the Wisconsin State Assembly and Senate.

Respectfully Submitted,



Terry Rose

Erin Decker

Michael Skalitzky

John Poole

County of Kenosha

Board of Supervisors

Resolution No. ____

Subject: A RESOLUTION SUPPORTING THE RULING INVALIDATING STATE LEGISLATIVE MAPS AND ORDERING NEW ONES			
Original <u>X</u>	Corrected ____	2 nd Correction ____	Resubmitted ____
Date Submitted: _____ Date resubmitted: _____			
Submitted by: Supervisor Leah Blough and the Legislative Committee			
Fiscal Note Attached: ____		Legal Note Attached: ____	
Prepared By: Supervisor Leah Blough			

WHEREAS, The act of voting is at the heart of a representational government; and

WHEREAS, For a representational government to be appropriately functional and responsive, voters must be active citizens with meaningful choices; and

WHEREAS, This requires not only an opportunity to exercise their voices but also a fair and equitable chance to have those with whom they agree garner a majority; and

WHEREAS, Both political parties must be held accountable to ensure legislative districts have a fairly equal amount of voters and that all voters in all districts have an equal say in the political process; and

WHEREAS, The recent 2 to 1 ruling by the United States District Court for the Western District of Wisconsin in the case of *Gill v. Whitford*, said the Wisconsin Legislature's 2011 re-drawing of the Wisconsin State Assembly districts violated both the First Amendment and the Equal Protection Clause of the Fourteenth Amendment because it aimed to deprive Democratic voters of their right to be represented; and

WHEREAS, As a result of the 2 to 1 ruling, the Federal Court ordered the Wisconsin State Legislature to draw new maps by November 1, 2017, to be ready in time for the November 2018 election cycle; and

WHEREAS, The State of Wisconsin, representing the Elections Commission, has appealed this ruling and the Republicans in the Wisconsin Legislature has voted to retain outside counsel to represent them as "friends of the court" at taxpayer expense in any such appeal; and

WHEREAS, The State of Wisconsin has already spent over 2 million dollars of taxpayer money to defend the maps found to be unconstitutional; and

WHEREAS, The Kenosha County Board of Supervisors, as elected representatives of the people, have a responsibility to ensure that all voters should be able to choose their representatives and not the other way around; and

WHEREAS, The Kenosha County Board of Supervisors also has a responsibility to call upon elected officials at all levels of government to be conscientious stewards of taxpayer money;

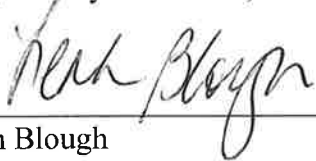
NOW THEREFORE BE IT RESOLVED, That the County Board of Supervisors supports the 2 to 1 ruling of the United State District Court for the Western District of Wisconsin to have the State Legislature draw new maps by November 1, 2017, to be ready for the November 2018 election cycle and opposes any further appeal of the same; and

BE IT FURTHER RESOLVED, That the County Board of Supervisors calls for the process of drawing new maps to promote more accountability and transparency and that it prohibit the consideration of voting patterns, party information and incumbents' resident information or demographic information in drawing the maps, except as necessary to ensure minority participation as required by the U.S. Constitution; and

BE IT FURTHER RESOLVED, That the County Board of Supervisors finds that adoption and support of this ruling will ensure that all voters have an equal say in the political process and will save the needless expenditure of taxpayer dollars on expensive legal fees; and

BE IT FURTHER RESOLVED That the County Clerk is instructed to send a copy of this resolution to Governor Scott Walker, Attorney General Brad Schimel, the Wisconsin Counties Association, and Kenosha County's representatives in the Wisconsin State Assembly and Senate.

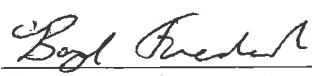



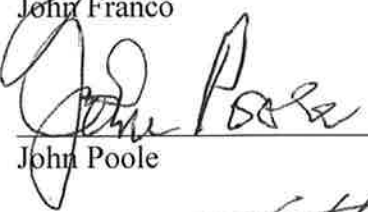

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Leah Blough", written over a horizontal line.

Leah Blough

Approved by:

Legislative Committee:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
 Boyd Frederick, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dayvin Hallmon, Vice-Chair				
 Andy Berg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Erin Decker	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Franco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzky	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF KENOSHA

Division of Planning & Development

Andy M. Buehler, Director
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, WI 53104-9772
(262) 857-1895

MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

As required by Section 59.69(2)(e), the following report is being made on the petitions to the **September 13, 2017** Planning, Development & Extension Education Committee meeting that have been filed in the Kenosha County Clerk & Kenosha County Planning & Development Offices for future consideration by the County Board.

1. **Dale P. & Donna M. Daniels**, 801 248th Ave., Kansasville, WI 53139 (Owner), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Farmland Protection" and "Non-Farmed Wetland" to "Farmland Protection", "Suburban-Density Residential" & "Non-Farmed Wetland" on Tax Parcel #30-4-220-142-0302 located in the NW ¼ of Section 14, T2N, R20E, Town of **Brighton**
2. **Dale P. & Donna M. Daniels**, 801 248th Ave., Kansasville, WI 53139 (Owner), requesting a **rezoning** from A-1 Agricultural Preservation Dist. to A-1 Agricultural Preservation Dist. & R-2 Suburban Single-Family Residential Dist. on Tax Parcel #30-4-220-142-0302 located in the NW ¼ of Section 14, T2N, R20E, Town of **Brighton**
3. **New Life Bible Church**, 112 W Main St, Twin Lakes, WI 53181 (Owner), Tracy B. McConnell, 112 W Main St, Twin Lakes, WI 53181 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Medium-Density Residential" to "Medium-Density Residential" and "Governmental and Institutional" on Tax Parcel #60-4-119-172-1000 located in the NW ¼ of Section 17, T1N, R19E, Town of **Randall**.
4. **New Life Bible Church**, 112 W Main St, Twin Lakes, WI 53181 (Owner), Tracy B. McConnell, 112 W Main St, Twin Lakes, WI 53181 (Agent), requesting a **rezoning** from A-2 General Agricultural Dist. & B-3 Highway Business Dist. to I-1 Institutional Dist. & B-3 Highway Business Dist. on Tax Parcel #60-4-119-172-1000 located in the NW ¼ of Section 17, T1N, R19E, Town of **Randall**.
5. Certified Surveys.
6. Approval of Minutes.
7. Citizens Comments.
8. Any Other Business Allowed by Law.
9. Adjournment.

Sincerely,

ANDY M. BUEHLER, Director
Division of Planning & Development