

#### **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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 20th day of August**, **2019**, 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 Chairman Esposito
- B. Pledge Of Allegiance
- C. Roll Call Of Supervisors
- D. Citizen Comments
- E. Announcements Of The Chairman
- F. Supervisor Reports
- G. COUNTY EXECUTIVE APPOINTMENTS
  - 13. Rick Dodge To Serve On The Kenosha County Local Emergency Planning Committee

Documents:

DODGE - LEPC 2019.PDF

14. Jan Michalski To Serve On The Racine/Kenosha Community Action Agency Board

Documents:

MICHALSKI - RKCAA 2019.PDF

- H. NEW BUSINESS
- I. Ordinance One Reading
  - 3. From The Planning, Development & Extension Education Committee An Ordinance

Regarding Bruce H. Ford III & Barbara K. Ford, Requests A Rezoning From A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist. To A-1 Agricultural Preservation Dist., C-1 Lowland Resource Conservancy Dist. And R-1 Rural Residential Dist., Town Of Paris

Documents:

#### 08-2019 FORD REZONE.PDF

4. From The Planning, Development & Extension Education Committee An Ordinance Regarding Bruce H. Ford III & Barbara K. Ford, Requests An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" & "Secondary Environmental Corridor" To "Farmland Protection", "Secondary Environmental Corridor" & "Rural-Density Residential", Town Of Paris

Documents:

#### 08-2019 FORD CPA.PDF

- J. Resolution One Reading
  - 25. From The Finance & Administration Committee A Resolution To Appoint The Honorable Mary Kubicki, Kenosha County Clerk, To The Kenosha County Housing Authority Board

Documents:

#### **RES KUBICKI APPT.PDF**

26. From The Finance & Administration Committee A Resolution - Information Technology - Budget Additional Revenue FY2019

Documents:

#### **RES IT DKIWIFI.PDF**

27. From The Judiciary & Law Enforcement And Finance & Administration Committees A Resolution – 2019 Wisconsin Department Of Justice/JAG Crisis Intervention Team (CIT) Training Grant

Documents:

#### **RES CIT TRNG GRANT.PDF**

28. From The Planning, Development & Extension Education Committee A Resolution Regarding Bruce H. Ford III & Barbara K. Ford, Requests An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" & "Secondary Environmental Corridor" To "Farmland Protection", "Secondary Environmental Corridor" & "Rural-Density Residential", Town Of Paris

Documents:

29. From The Public Works & Facilities And Finance & Administration Committee A Resolution Authorizing Director Of Parks To Accept A Grant Award From The Fund For Lake Michigan In The Amount Of \$150,000 To Support The Petrifying Springs Park Pike River Restoration (Phase II) Project

Documents:

#### RES PARKS LK MI GRANT.PDF

30. From The Public Works & Facilities And Finance & Administration Committee A Resolution Regarding Purchase Flood Plain Property In The Fox River Watershed Using Funds Received From FEMA's Hazard Mitigation Program Managed By The Wisconsin Division Of Emergency Management And SEWRPC

Documents:

#### RES FEMA WDEM GRANT.PDF

31. From The Public Works & Facilities A Resolution Approving The Appointment Of Lt. Ken Urquhart To Serve On The Kenosha County Traffic Safety Commission

Documents:

## APPOINTMENT OF LT. KEN URQUHART TO THE KC TRAFFIC SAFETY COMMISSION - WITH SIGNATURES.PDF

32. From The Finance / Administration Committee A Resolution Authorizing And Providing For The Sale And Issuance Of \$16,620,000,000 General Obligation Promissory Notes And All Related Details

Documents:

#### KC 2019A G.O. PROM NOTES AWARD RESOLUTION.PDF

33. From The Finance / Administration Committee A Resolution Authorizing And Providing For The Sale And Issuance Of \$8,880,000 General Obligation Bonds And All Related Details

Documents:

#### KC 2019B G.O. HWY BONDS AWARD RESOLUTION.PDF

- K. Approval Of The August 6, 2019 Minutes By Supervisor Celebre
- L. Adjourn

## **COUNTY EXECUTIVE**

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

Fax: (262) 653-2817

## **APPOINTMENT 2019/20-13**

RE: KENOSHA COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

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

Mr. Rick Dodge 2602 33<sup>rd</sup> Street Kenosha, WI 53140

to serve a three-year term on the Kenosha County Local Emergency Planning Committee beginning immediately upon confirmation of the County Board and continuing until the 1<sup>st</sup> day of July, 2022 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment, Mr. Dodge has attended 5 of the 7 meetings held. His 2 absences were excused.

Mr. Dodge will serve without pay. Mr. Dodge will be succeeding himself.

Respectfully submitted this 15th day of August, 2019.

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: Rick K First Middle	Dodge
	Last "
Residence Address:	
Previous Address if above less than 5 years:	
Occupation: Refired Company	
Company	Title
Business Address:	
Telephone Number: Residence	Business
Daytime Telephone Number:	
Mailing Address Preference: Business ( )	Residence (X)
Email Address:	-
Do you or have you done business with any part of past 5 years? Yes ( $\varkappa$ ) No (	)
If yes, please attach a detailed document. — So	pervisor Dist #5 (Pas+
Affiliations: List affiliations in all service groups, charitable groups, labor, business or professional coord or staff affiliation.  Vetevans of Foreign Wars Disabled American Vetev	public service organizations, social or organization, and indicate if it was a
Special Interests: Indicate organizations or activition of activition of the bear actively involved.	ies in which you have a special interest

<sup>\*</sup>If more space is needed, please attach another sheet.

Nominee's Supervisory District District #5 Governmental Services: List services with any governmental unit.

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

Kenosha County Commissions, Committees, & Boards

Appointment Profile - Page 2

Jim Kreuser, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

Fax: (262) 653-2817

#### **APPOINTMENT 2019/20-14**

#### RE: RACINE/KENOSHA COMMUNITY ACTION AGENCY 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 confirmation the name of:

The Honorable Jan Michalski City of Kenosha Alderperson 416 71<sup>st</sup> Street Kenosha, WI 53143

to serve a term on the Racine/Kenosha Community Action Agency Board beginning immediately upon confirmation of the County Board and continuing until the 1<sup>st</sup> day of September, 2022 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment, Alderman Michalski has attended 11 of the 13 meetings held. His 2 absences were excused.

Alderman Michalski will serve without pay. Alderman Michalski will be succeeding himself.

Respectfully submitted this 15th day of August, 2019.

Jim Kreuser

Kenosha County Executive

im Treuser

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE JIM KREUSER

# APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)	
Name: Jan Casimiv First Middle	Michalski.
Residence Address:	
Previous Address if above less than 5 years:	
Occupation: retired Company	
Company	Title
Business Address:	
Telephone Number: Residence	Business
Daytime Telephone Number:	
Mailing Address Preference: Business ( ) Resid	dence ( )
Email Address: district 3 @ Kenasha. 01	
Do you or have you done business with any part of Kenos past 5 years? Yes ( ) No ( )	sha County Government in the
If yes, please attach a detailed document.	
Affiliations: List affiliations in all service groups, public charitable groups, labor, business or professional organization board or staff affiliation.  KUC, museam board, City flat Committees, Hist fres	ation, and indicate if it was a
Special Interests: Indicate organizations or activities in wout may not have been actively involved.	hich you have a special interest

<sup>\*</sup>If more space is needed, please attach another sheet.

Nominee's Supervisory District Governmental Services: List services with any governmental unit. Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc. 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. 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:

Kenosha County Commissions, Committees, & Boards

Appointment Profile - Page 2



#### BOARD OF SUPERVISORS

ORDINANCE NO.

(Agent), requesting a <b>rezoning</b> from A-1 Agric Resource Conservancy Dist. to A-1 Agricultura	333 W. Everett St., A252, Milwaukee, WI 53203 ultural Preservation Dist. & C-1 Lowland Preservation Dist., C-1 Lowland Resource bist. on Tax Parcel #45-4-221-333-0400, located
Original Corrected C	2nd Correction □ Resubmitted □
Date Submitted: August 20, 2019	Date Resubmitted:
Submitted By: Planning Development &	
Extension Education Committee	
Fiscal Note Attached	Legal Note Attached
	21 011
Prepared By: Andy M. Buehler, Director Division of Planning & Development	Signature M. Bueller

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 #45-4-221-333-0400, located in the SW  $\frac{1}{4}$  of Section 33, T2N, R21E, Town of Paris, be changed as follows:

From A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., C-1 Lowland Resource Conservancy Dist. and R-1 Rural Residential Dist.

Bruce H. Ford III & Barbara K. Ford (Owner) We Energies – William Burki (Agent) Ordinance - Bruce H. Ford III & Barbara K. Ford (Owner), WE Energies - William Burki (Agent) - Rezoning August 20, 2019 Page 2

**Description:** See Exhibit #1 (attached).

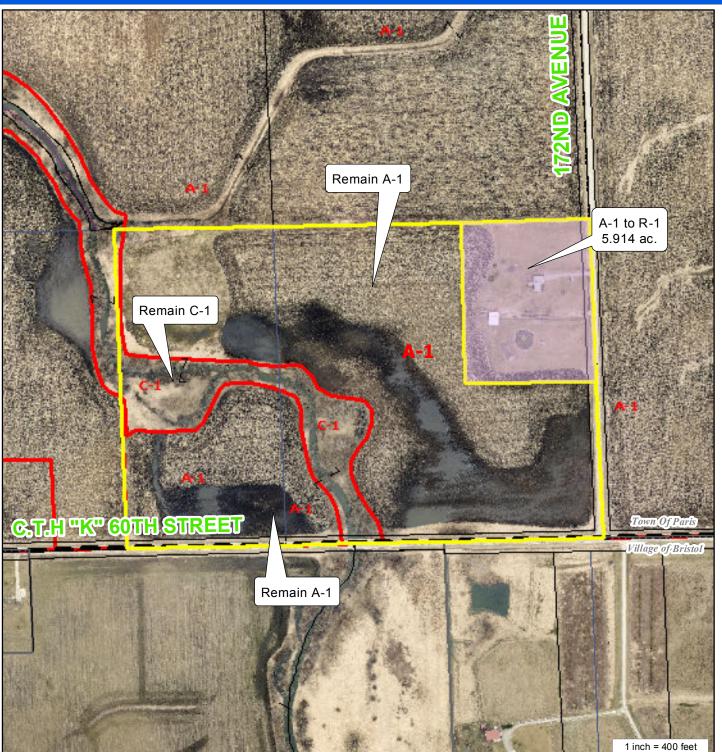
This description is intended to extend to the center of all roads.

## Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION	*1			
COMMITTEE	Aye	<u>No</u>	<u>Abstain</u>	Excused
Erin Decker Erin Decker, Chair	ø			
Michael Skalitzky, Mice Chair				Ø
John Poole				
Mark Nordigian				
Each Rodriguez				

G:\Ordinances\2019\08-2019 Ford Rezone.doc

#### KENOSHA COUNTY PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE



#### **REZONING SITE MAP**

#### PETITIONER(S):

Bruce H. Ford III & Barbara K. Ford (Owner), William Burki (Agent)

LOCATION: SW 1/4 of Section 33,

Town of Paris

TAX PARCEL(S): #45-4-221-333-0400

#### REQUEST:

Requesting a rezoning from A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., C-1 Lowland Resource Conservancy Dist. and R-1 RuralResidential Dist.







#### BOARD OF SUPERVISORS

	ORDINANCE	NO.	
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Subject: Bruce H. Ford III & Barbara K. For (Owner), We Energies – Attn: William Burki, 3 53203 (Agent), requests an amendment to the County: 2035 (map 65 of the comprehensive "Secondary Environmental Corridor" to "Farml Corridor" & "Rural-Density Residential" on Ta SW 1/4 of Section 33, T2N, R21E, Town of Par	Adopted Land Use Plan map for Kenosha plan) from "Farmland Protection" & and Protection", "Secondary Environmental x Parcel #45-4-221-333-0400, located in the
Original□ Corrected □	2nd Correction □ Resubmitted □
Date Submitted: August 20, 2019	Date Resubmitted:
Submitted By: Planning Development &	
Extension Education Committee	
Fiscal Note Attached	Legal Note Attached
Prepared By: Andy M. Buehler, Director Division of Planning & Development	Signature My Rueller
,	

# 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 #45-4-221-333-0400, located in the SW ¼ of Section 33, T2N, R21E, Town of Paris, be changed from "Farmland Protection" & "Secondary Environmental Corridor" to "Farmland Protection", "Secondary Environmental Corridor" & "Rural-Density Residential" as presented in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035.

For informational purposes only, this property is located on west side of CTH "D" (152<sup>nd</sup> Ave) approximately 800 feet north of the intersection of CTH "K" (60<sup>th</sup> St.).

Bruce H. Ford III & Barbara K. Ford (Owner) WE Energies – William Burki (Agent) Ordinance - Bruce H. Ford III & Barbara K. Ford (Owner), WE Energies – William Burki (Agent) - Comp Plan Amendment August 20, 2019 Page 2

**Description:** See Exhibit #1 (attached).

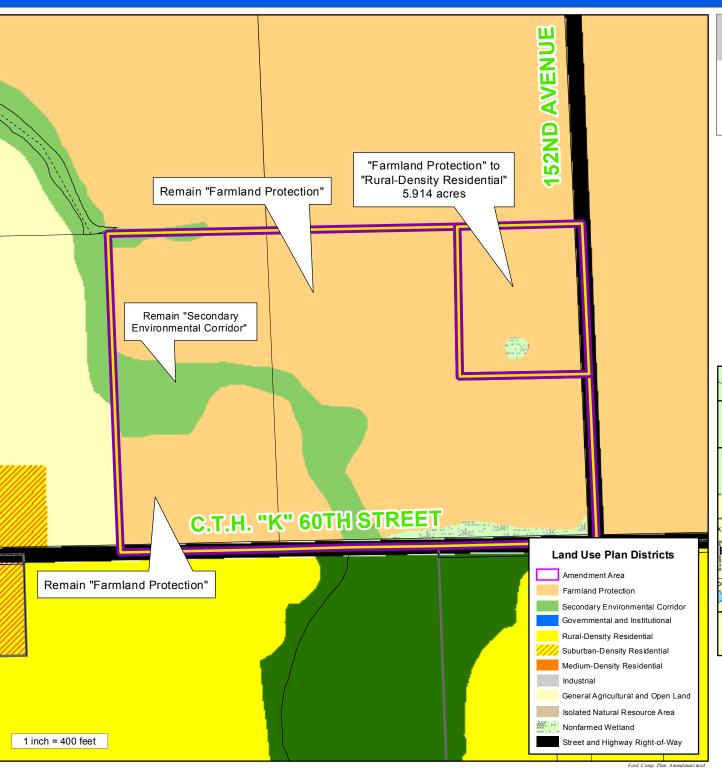
This description is intended to extend to the center of all roads.

#### Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	<u>Aye</u>	<u>No</u>	Abstain	Excused
Erin Decker, Chair	P			
Michael Skalitzky, Vice Chair				
John Poole /	7			
Mark Nordigian	P			
Van Voden				

G:\Ordinances\2019\08-2019 Ford CPA.doc

#### KENOSHA COUNTY PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE



#### COMPREHENSIVE PLAN AMENDMENT SITE MAP

#### PETITIONER(S):

Bruce H. Ford III & Barbara K. Ford (Owner), William Burki (Agent)

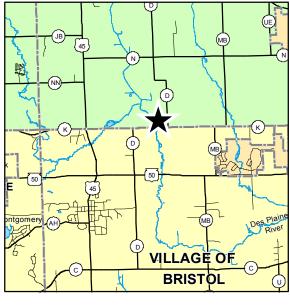
LOCATION: SW 1/4 of Section 33

Town of Paris

TAX PARCEL(S): #45-4-221-333-0400

#### REQUEST:

Requesting anamendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "Secondary Environmental Corridor" to "Farmland Protection", "Secondary Environmental Corridor" & "Rural-Density Residential"







#### BOARD OF SUPERVISORS

RESOLUTION	NO.
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	11	nent of Resolution to Appoint Tounty Housing Authority Board	The Honorable Mary
Rubicki, Kenosha	county clerk, to the Renoshav	County Housing Authority Board	
Original	Corrected	2nd Correction	Resubmitted
Data Calandata I	A 20, 2010	Data Bassissas I	
Date Submitted:	August 20, 2019	Date Resubmitted:	
Submitted By: Fin	ance and Administration		
	Committee		
Fiscal Note Attach	ed 🗖	Legal Note Attached	
		N	
Prepared By Clara	Tappa, Director	Signature:	4
Divisio	n of Human Resources	flara for	appa
			//

WHEREAS,

pursuant to County Executive Appointment 2019/20-12, the County Executive has appointed The Honorable Mary Kubicki, Kenosha County Clerk, to serve on the Kenosha County Housing Authority Board; and

WHEREAS,

the Finance & Administration Committee has reviewed the request of the County Executive for confirmation of his appointment of the above-named to serve on the Kenosha County Housing Authority Board and is recommending to the County Board the approval of the appointment.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of The Honorable Mary Kubicki, Kenosha County Clerk to the Kenosha County Housing Authority Board. Mrs. Kubicki's appointment shall be effective immediately and continue until the 30<sup>th</sup> day of April, 2024 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mrs. Kubicki will serve without pay. Mrs. Kubicki will be succeeding herself.

Resolution – The Honorable Mary Kubicki, Kenosha County Clerk, Appointment – Kenosha County Housing Authority
Page 2

#### Approved by:

FINANCE & ADMINISTRATION COMMITTEE	<u>Aye</u>	No	Abstain	Excused
Terry Rose, Chairman	A			
Ronald Frederick, Vice Chair	X			
Jeffrey Gentz				
Edward D. Kubida	×			
Edward Kubicki  John O'Day	90			
Jeff Wamboild Will Of	X			

S:\Finance\_Administration Committee\RESOLUTIONS\_ORDINANCES\08-15-2019 Kubicki KCHA.doc

Jim Kreuser, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

Fax: (262) 653-2817

#### **APPOINTMENT 2019/20-12**

RE: KENOSHA COUNTY HOUSING AUTHORITY BOARD

#### TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

The Honorable Mary Kubicki Kenosha County Clerk 1010 56<sup>th</sup> Street Kenosha, WI 53140

to serve on the Kenosha County Housing Authority Board beginning immediately upon confirmation of the County Board and continuing until the 30<sup>th</sup> day of April, 2024 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

County Clerk Kubicki attended the one meeting held since her last appointment.

County Clerk Kubicki will serve without pay. County Clerk Kubicki will be succeeding herself.

Respectfully submitted this 11th day of July, 2019.

Jim Kreuser

Kenosha County Executive

- Kreuser

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE JIM KREUSER

# APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or prir	nt)				
Name: Mary		Ţ	J	<u>Kubicki</u>	
Firs	t	Middle	L	ast	
Residence Address	:				
Previous Address i	f above less than	5 years:			
Occupation:]	Kenosha County Company			ty Clerk Title	
Business Address:		St		THE	-
Telephone Number	:: Residence			Business <u>262-653-</u>	2477
Daytime Telephone	e Number: <u>262-</u>	653-2477	•••		
Mailing Address P	reference: Busin	ness (X)	Residence	ce ( )	
Email Address: M	ary.Kubicki@ke	noshacounty	org.		
Do you or have you past 5 years?	u done business (Yes ( )	• 1	t of Kenosha (X)	County Governme	nt in the
If yes, please attacl	n a detailed docu	ment.			
Affiliations: List a charitable groups, l board or staff affili Kenosha County C secretary, United V fundraising commi	abor, business of ation. rime Stoppers, S Vay Tutor, memb	r professiona ecretary, HC	al organization	n, and indicate if it Vice President and	was a

but may not have been actively involved.

Past and current volunteer for Boys & Girls Club, Women's & Children's Horizon and many other non-profit agencies. Currently in the County Clerk office a task workforce has been developed for tax deed properties.

Special Interests: Indicate organizations or activities in which you have a special interest

\*If more space is needed, please attach another sheet. Kenosha County Commissions, Committees, & Boards Appointment Profile - Page 2

Nominee's Supervisory District: <u>District 6 Supervisor Edward Kubicki</u>			
Governmental Services: List services with any governmental unit.  Served on Housing Authority Board for the past term, County Clerk for 10 years			
Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.  I have worked with the Tax deed Taskforce team to implement a program to streamline the process of taking tax deeded properties. Getting properties back on the tax roll instead of the expense of the taxpayers. Research properties and evaluate them for the tax deed auction.			
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.			
May Kulucki Signature of Nominee  6/18/19			
<u>6/18/19</u> 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:			

#### KENOSHA COUNTY BOARD OF SUPERVISORS

<b>RESOL</b>	LUTION	NO.	

	ation Technology Reso udgets for services inc		
Original 🗵	Corrected □	2 <sup>nd</sup> Correction □	Resubmitted □
Date Submitted: Augus	st, 2019	Date Resubmitted	
Submitted By: Finance	/ Admin Committee		
Fiscal Note Attached: >	<	Legal Note Attached	口
Prepared By: Martin La Officer	cock, Chief Information	Signature:	tan

WHEREAS, Kenosha County provides an open air wireless network available to residents and visitors and will provide a single, constant Internet experience throughout the identified downtown Kenosha WIFI (dkiWIFI) areas; and

WHEREAS, the City of Kenosha paid a fee of \$10,000 for services incurred for the dkiWIFI network for its residents and;

WHEREAS, Kenosha County Information Technology Division is requesting to recognize additional revenue and expenditure for the 2019 budget; and

WHEREAS, the additional \$10,000 will be allocated to Kenosha County Information Technology Division for the maintenance needed to have free access to the dkiWIFI network.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors approves Kenosha County Information Technology Division 2019 budget adjustments as shown in the attached budget modification form, which is incorporated herein by reference and that any unobligated funds remaining at year end be hereby authorized for carryover to subsequent years until such time as the funds are expended in accord with the requirements,

Note: This resolution requires NO additional funds from the general fund. It increases revenues and expenditures by \$10,000 for Kenosha County Information Technology Division.

## Respectfully Submitted:

### FINANCE/ADMINISTRATIVE COMMITTEE

	Aye	<u>No</u>	<u>Abstain</u>	Excused
Max 1 2 As	**			
Terry Rose, Chair				
R Ju				
Ron Frederick, Vice Chair		1		
Leff Sont	<u>d</u>			
Idward D. Kubidin				
Edward Kubicki				
John O'Day				
Juff Wamhold -				
Jeff V//amboldt				
	_	_		

KENOSHA COUNTY EXPE	NSE/REVE	ENUE BUDG	ET MODIFIC	CATION FOR	M						
								DOCUMENT #		G/L DATE	
DEPT/DIVISION:	Informati	on Technolog	у					BATCH#		ENTRY DATE	
PURPOSE OF BUDGET MOD	IFICATIO	N (REQUIRE	D): Increase re	evenue and expe	enditure for dkiWiFi	revenue from City of	Kenosha				
(1)					BUDGET CHANC	E REQUESTED	T		T	AFTER TRAN	SEED
ACCOUNT			(2)		(3)	(4)	(5)	(6)	(7)	(8)	(9)
DESCRIPTION EXPENSES	FUND	DIVISION	SUB	MAIN ACCOUNT	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	ACTUAL EXPENSES	REVISED BUDGET	EXPENSE BAL AVAIL
IT Othr Professional Serv. IT Hardware Repair	100				5,000 5,000					5,000 5,000 - - - - - - - -	5,000 5,000 - - - - - - -
	L	i d	EXPENSE T	OTALS	10,000.00	-	-	<u> </u>		10,000.00	10,000.0
REVENUES	FUND	DIVISION	SUB DIVISION	MAIN ACCOUNT	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET		REVISED BUDGET	
Sundry Department Revenue	100	040	0400		_	10,000		0 0		(10,000)	
	OCT 1 1	ov momit.			10.000.00			DI CII: "	_	(,,,)	
SEE BACK OF FORM FOR R			APPROVAL	FOR BUDGET	10,000.00 MODIFICATION.	10,000.00		(3) & (4) Budget (	information as requi		

Date

COUNTY EXECUTIVE

(6) Current budget (original budget w/past mods.)

(8) Budget after requested modifications
(9) Balance available after transfer (col 8 - col 7).

Date

(7)-Actual expenses to date

FINANCE DIRECTOR:

(required)
Date 725

Date

PREPARED BY: Connie Rinaldi

DIVISION HEAD:

DEPARTMENT HEAD:

## Kenosha County Administrative Proposal Form

1. Proposal Overview Division: Information Technology Department: Finance & Admir	nistration
Proposal Summary (attach explanation and required documents):	noti dilori
2019 Resolution- An agreement between Kenosha County Information City of Kenosha. The proposal requests to modify Information Technologueget for services incurred and to recognize expected revenue earner Kenosha for the Downtown Kenosha WIFI Network (dkiWIFI).	ogy division 2019
Dept./Division Head Signature:	Date: 7/24/201
2. Department Head Review	
Comments:	
Recommendation: Approval Non-Approval	, (
Department Head Signature:	Date: 7/24/2014
3. Finance Division Review Comments:	
Comments.	
Recommendation: Approval Non-Approval	
Finance Signature: Salrucia Merrill	Date: 7/24/19
4. County Executive Review	
Comments:	
Action: Approval Non-Approval	
	Date: \$\frac{\frac{\lambda}{\lambda}}{\tag{\tag{\tag{\tag{\tag{\tag{\tag
Executive Signature:	Date. Villi

Revised 01/11/2001 (5/10/01)

# KENOSHA COUNTY BOARD OF SUPERVISORS RESOLUTION NO.

Subject: 2019 Wisc (CIT) Training Grant		Justice/JAG Crisis I	ntervention Team	
Original ⊠	Corrected □	2 <sup>nd</sup> Correction □	Resubmitted □	
Date Submitted: Aug	just 13, 2019	Date Resubmitted		
Submitted By:Judicia Enforcement Commit Finance/Administration	tee &			
Fiscal Note Attached	Χ	Legal Note Attached □		
Prepared By: Sgt. Ra Sergeant of Training	aymond A. Merlin,	Signature:	1 2//	

WHEREAS, the Kenosha County Sheriff's Department has been awarded a \$10,000 grant from the Wisconsin Department of Justice through the 2019 JAG Crisis Intervention Team (CIT) Training program, to provide advanced training to deputy sheriff's, correctional officers, and staff that have already completed the 40-hour Community Intervention Training, and

WHEREAS, grant funding will be used for the cost of qualified speaker, the venue where the training event will occur, and the cost of Overtime for participants and/or cost of Overtime for backfill for participants attending the training, and

WHEREAS, the awarding agency does not require a hard match for this award, therefore, no additional tax levy dollars are being requested to implement this grant award, and

WHEREAS, the project funding period for this grant begins June 1, 2019 and expires September 30, 2019.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the this grant and approve the revenue and expenditure budget modifications, to the 2019 budget, as per the budget modification form, which is incorporated herein by reference.

BE IT FURTHER RESOLVED, that this grant may be modified to allow appropriations for spend down of the grant dollars in accord with the grant requirements, and that Administration shall be authorized to modify grant funded appropriations for additional grant funds for which the purpose is the same or for purposes of capital items for which the county retains possession and grants which have not been expended by year end shall be automatically carried over where allowed.

Note: This resolution requires no additional funds from the general fund. It increases revenues by \$10,000 and increases expenditures by \$10,000.

Subject: 2019 Wisconsin Department of (CIT) Training Grant	Justice	/JAG	Crisis Int	ervention Team	-
Original ⊠ Corrected □	2 <sup>nd</sup> Co	rrectio	n 🗆	Resubmitted □	
Date Submitted: August 13, 2019	Date F	Resubi	mitted		
Submitted By:Judiciary & Law Enforcement Committee & Finance/Administration Committee		<u></u>			_
	. C b :44 -	_1			
Respectfully JUDICIARY AND LAW ENF			MMITTEE		
	<u>Aye</u>	No	<u>Abstain</u>	Excused	
Supervisor Boyd Frederick, Chair	X				
Supervisor Jeff Wamboldt, Vice Chair	X				
Supervisor David Celebre					
Monica Mulas Supervisor Monica Yuhas					
Supervisor Zach Rodriguez	Ø				
FINANCE/ADMINISTE	RATION C	OMMIT	TEE		
	<u>Aye</u>	No	<u>Abstain</u>	Excused	
Supervisor Terry Rose, Chair	A				
Supervisor Ron Frederick, Vice Chair	V				
Supervisor Jeffrey Gentz					
Supervisor Michael Goebel					
Supervisor Edward Kubicki	X				
Supervisor John O'Day					
Jeff Wamboldt	X				

## Kenosha County Administrative Proposal Form

1. Proposal Overview
Division: Law Enforcement Department: SHERIFF
Proposal Summary (attach explanation and required documents):
Resolution: to accept the 2019 WI Department of Justice/JAG Crisis Intervention Team (CIT) Training Grant. This grant will be used to advanced training to deputy sheriff's, correctional officers, and staff that have already completed the 40-hour Community Intervention Training. This \$10,000 grant award is 100% funded by the awarding agency and does not require a match. Therefore, no additional tax levy dollars are being requested to implement this grant award.
Dept./Division Head Signature:
2. Department Head Review
Comments:
Recommendation: Approval Non-Approval Department Head Signature: Cheef Governormal Date: 7-25-15  3. Finance Division Review Comments:
Recommendation: Approval Non-Approval
Finance Signature:  Date: 7/26/19  4. County Executive Review  Comments:
Action: Approval Non-Approval
Executive Signature: Jun Preuse Date: 7-26-19

Revised 01/11/2001 (5/10/01)

DISTRIBUTION

- Original Returned to Requesting Dept.
- Department attaches the Original to the Resolution to County Board
- Copy to Secretary of Oversight Committee to distribute in packets with Resolution
- Copy to Requesting Department File

#### KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

								DOCUMENT #		G/L D	ATE		
DEPT/DIVISION:		SHERIFF	2019					BATCH#		ENTR	RY DATE		
PURPOSE OF BUDGET MOD	IEIC ATIC	N (DEOLIDE	(D):	To modify She	riff Patrol 2010	hudgets for	Davanua and Evne	enditures to acknowle	dae grant fundin	a from Wisson	oin Donostmont	of Justine for th	
TORIOSE OF BODGET MOD.	IFICATIO	N (REQUIRE					ing Grant in the an		age grant tunun	g ITOITI W ISCOTT	siii Department	of Justice for th	<u>e</u>
						(011)							
(1)							BUDGET CHAN	GE REQUESTED				AFTER TI	RANSFER
MAIN ACCOUNT				(2)			(3)	(4)	(5)	(6)	(7)	(8)	(9)
DESCRIPTION			SUB-	MAIN		SUB-	EXPENSE	EXPENSE	ADOPTED	CURRENT	ACTUAL	REVISED	EXPENSE
EXPENSES	FUND	DIVISION	DIVISION	ACCT	PROJECT	PROJECT	INCREASE (+)	DECREASE (-)	BUDGET	BUDGET	EXPENSES	BUDGET	BAL AVAIL
Salaries - Overtime FICA Retirement Misc. Contractual Services	100 100 100 100	210 210 210 210	2130 2130 2130 2130	511200 515100 515200 529900			6,006 612 1,382 2,000		476,000 439,139 839,541	488,279 440,460 842,522	611,989 241,553 440,666	494,285 441,072 843,904 2,000	(117,703) 199,519 403,238 2,000
					EXPENSE TO	TALE	10,000	0	1,754,680	1,771,261	1,294,207	1,781,261	
					EXPENSE IC	JIALS	10,000	0	1,/54,680	1,771,261	1,294,207	1,/81,261	487,054
			SUB-	MAIN		SUB-	REVENUE	REVENUE	ADOPTED	CURRENT		REVISED	
REVENUES	FUND	DIVISION	DIVISION	ACCT	PROJECT	PROJECT	DECREASE (+)	INCREASE (-)	BUDGET	BUDGET		BUDGET	
WI Department of Justice	100	210	2130	442550				(10,000)	0	(19,200)		(29,200)	
	L	l	<u> </u>		REVENUE T	OTALS	0	(10,000)	0	(19,200)		(29,200)	
COLUMN TOTALS (EXP TO PREPARED BY: Galer DEPARTMENT HEAD: Grequired)  COUNTY EXECUTIVE: SEE BACK OF FORM FOR RE	n kau	n.	Miss reuser	7/26/1	-26-	<u> </u>	10,000	(10,000)  DA  DATE:		Please fill in all (1) & (2) Main (3) & (4) Budg (5) Original bu (6) Current bud (7) Actual expe (8) Budget afte	Account informate change requed dget as adopted dget (original but	ested by the board adget w/past mo	ds.)



Josh Kaul Attorney General 114 East, State Capitol P.O. Box 7857 Madison, WI 53707-7857 608/266-1221 TTY 1-800-947-3529

# BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM Advanced Training CIT Course 2015-DJ-01-15387

The Wisconsin Department of Justice (DOJ), hereby awards to **Kenosha County**, (hereinafter referred to as the **Grantee**), the amount of \$10,000 for programs or projects pursuant to the federal Omnibus Safe Streets and Crime Control Act of 1968, as amended.

This grant may be used until 9/30/2019 for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns one copy of this grant award to the Wisconsin Department of Justice.

	BY: Joshua J. Kail
	JOSHUA L. KAUL
	Attorney General
	Wisconsin Department of Justice
06/14/19	
Date	
_	
The (Grantee), <b>Kenosha</b> forth above or incorporated	County, hereby signifies its acceptance of the above-described grant on the terms and conditions set d by reference therein.  GRANTEE: Kenosha County  BY:
	NAME: Jim Kreuser
	TITLE: County Executive
Date	·

## WISCONSIN DEPARTMENT OF JUSTICE ATTACHMENT A

Grantee:	Kenosha County	***************************************	
Project Title:	Advanced Training CIT Course		CFDA #16.738
Grant Period	: From <u>6/1/2019</u>	To 9/30/2019	
Grant Numbe	er: 2015-DJ-01-15387	Program Area:	1

#### APPROVED BUDGET

See your Egrants Application for details

	Federal & Match
Personnel	\$8,000
Employee Benefits	
Travel (Including Training)	
Equipment	
Supplies & Operating Expenses	
Consultants	\$2,000
Other	
TOTAL APPROVED BUDGET	\$10,000

#### **Award General Conditions:**

- 1. Award funds will be used to supplement, not supplant, planned or allocated funds.
- 2. To be allowable under a grant program, all funds (federal and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 60 days of the grant period ending date.
- 3. Budget changes in excess of 10% of the approved line item amount and any increases for personnel compensation not included in the approved budget require approval from DOJ. All changes to the contractual category require prior DOJ approval.
- 4. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
- 5. Grant funds will be paid to the grantee on a reimbursement basis.
- 6. Any changes in personnel involved with the grant including the project director, financial officer and/or signatory needs to be reported in a modification to DOJ via Egrants.
- 7. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day, unless prior approval is received from DOJ.
- 8. All income generated as a direct result of an agency funded project shall be deemed program income. Program income must be used for the purpose and under the conditions applicable to the award. Program income should be used as earned and expended as soon as possible. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. All program income must be reported to DOJ.
- 9. Reimbursement for travel (i.e. mileage, meals, and lodging) is limited to state rates.
- 10. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
- 11. The Wisconsin Department of Justice reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to the Department of Justice such as background check fees, etc.
- 12. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

SIL



#### BOARD OF SUPERVISORS

RESOLUTION NO.\_\_\_\_

(Owner), W 53203 (Age County: 20 "Secondary Corridor" & SW 1/4 of Se	Ve Energies – Attn: William Burki, 3 ent), requests an amendment to the 035 (map 65 of the comprehensive Environmental Corridor" to "Farmle "Rural-Density Residential" on Talection 33, T2N, R21E, Town of Part	rd, 5626 172 <sup>nd</sup> Ave., Bristol WI 5310 33 W. Everett St., A252, Milwauked Adopted Land Use Plan map for F plan) from "Farmland Protection" & and Protection", "Secondary Environ x Parcel #45-4-221-333-0400, locate is	e, WI <b>Kenosha</b> k nmental			
Corrected		2nd Correction ☐ Res	ubmitted $\square$			
	ted: August 20, 2019	Date Resubmitted:				
Submitted B	y: Planning, Development & Extension Education Committee					
Fiscal Note Attached		Legal Note Attached	011			
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: Luyles M. B.	uhler			
WHEREAS,	66.1001 of the Wisconsin Sta	omprehensive planning law set forth atutes, Kenosha County adopted of for Kenosha County: 2035 on Apr	a Multi-			
WHEREAS,	HEREAS, Bruce H. Ford III & Barbara K. Ford, 5626 172 <sup>nd</sup> Ave., Bristol WI 53104-9749 (Owner), We Energies – Attn: William Burki, 333 W. Everett St., A252, Milwaukee, WI 53203 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "Secondary Environmental Corridor" to "Farmland Protection", "Secondary Environmental Corridor" & "Rural-Density Residential" on Tax Parcel #45-4-221-333-0400, located in the SW ¼ of Section 33, T2N, R21E, Town of Paris; and,					
WHEREAS,	the Kenosha County Division of request in accordance to State State	Planning & Development has pubutes; and	olished said			

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

Ordinance - Bruce H. Ford III & Barbara K. Ford (Owner), WE Energies - William Burki (Agent) - Comp Plan Amendment
Page 2

WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on April 10, 2019, 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 Tax Parcel #45-4-221-333-0400 as described above.

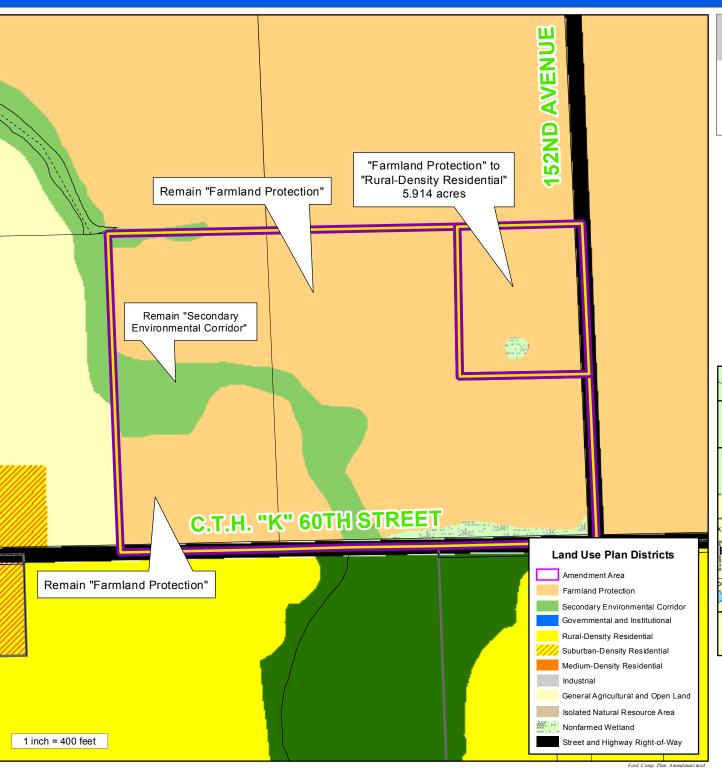
NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors enact an ordinance adopting the comprehensive plan change.

#### Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION				
COMMITTEE	<u>Aye</u>	<u>No</u>	Abstain	Excused
Erin Decker, Chair				
Michael Skalitzky, Vice Chair				X
John Posla				
Mark Nordigian				
Zach Rodriguez	×			

G:\RESOLUTIONS\Resolutions 2019\08-2019 Ford CPA.doc

#### KENOSHA COUNTY PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE



#### COMPREHENSIVE PLAN AMENDMENT SITE MAP

#### PETITIONER(S):

Bruce H. Ford III & Barbara K. Ford (Owner), William Burki (Agent)

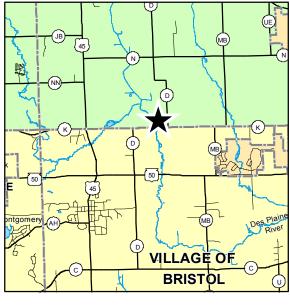
LOCATION: SW 1/4 of Section 33

Town of Paris

TAX PARCEL(S): #45-4-221-333-0400

#### REQUEST:

Requesting anamendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "Secondary Environmental Corridor" to "Farmland Protection", "Secondary Environmental Corridor" & "Rural-Density Residential"







#### BOARD OF SUPERVISORS

#### RESOLUTION NO.

Subject: Resolution authorizing Director of Parks to accept a grant award from the Fund for Lake Michigan in the amount of \$150,000 to support the Petrifying Springs Park Pike River Restoration (Phase II) project.						
Original $lacktriangle$ Corrected $lacktriangle$ 2nd Correction $lacktriangle$ Resubmitted $lacktriangle$						
Date Submitted: 8/5/19	Date Resubmitted:					
Submitted by: Matthew Collins						
Fiscal Note Attached 🗙	Legal Note Attached 🗖					
Prepared by: Matthew Collins	Signature:					

WHEREAS, Kenosha County created a comprehensive Pike River three-phase restoration plan within Petrifying Springs Park; and

WHEREAS, Restoration work will improve water quality, habitat and ecological functioning of the Pike River and control erosion in this urban green infrastructure hub; and

WHEREAS, Phase I work on the Pike River was completed in 2019 which addressed a 3,100 linear foot reach; and

WHEREAS, Kenosha County is seeking funding for Phase II restoration work, which calls for the restoration of 3,067 linear feet along the Pike River streambank within Petrifying Springs Park; and

WHEREAS, The Fund for Lake Michigan is offering a \$150,000 grant which will be used to partially fund Phase II and will only be spent if the total project cost is approved by the Kenosha County Board of Supervisors,

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors authorizes the Division of Parks to act on its behalf and accept the grant from the Fund for Lake Michigan in the amount of \$150,000 and amend the budget as per the budget modification which is attached and incorporated by reference.

Kenosha County Petrifying Springs Park Pike River Restoration Grant (Phase II) August 5, 2019 Page 2

# Respectfully Submitted: Committee: Aye Nay Abstain Excused Dennis Elverman, Chairperson John Franco, Vice Chairperson Daniel Gaschke Mark Nordigian Michael Skalitery

#### FINANCE/ADMINISTRATION COMMITTEE

- Andrews	Aye	Nay	Abstain	Excused
Hos Widose	X			
Supervisor Terry W. Rose, Chair				
Supervisor Ronald J. Frederick, Vice-Chair				
Supervisor Ronald J. Frederick, Vice-Chair				
Supervisor Jeffrey Gentz				
Supervisor Ed Kubicki				
A A				
Supervisor John O'Day				
O 1 1 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
Jeff Woullast				
Supervisor Jeff Wamboldt				

KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM										
NENOSHA COUNTY EX	PENSE/REVI	ENUE BUI	JGET MU	<u>DIFICATION FO</u>	DOCUMENT #		G/L [	DATE		
DEPT/DIVISION: DPWDS	/ Parks				BATCH#		ENTE	RY DATE		
PURPOSE OF BUDGET M	ODIFICATIO	N (REOUI	RED): Fund	d for Lake Michiga	n Grant - Petrifying S	Springs Pike Rive	er Restoration -	Phase II		
(1)			<del>.</del>	DUDGET CHAN	GE REQUESTED	1			AFTER TI	DANGEED
(1) ACCOUNT		(2)		(3)	(4)	(5)	(6)	(7)	(8)	(9)
DESCRIPTION	Fund / Div	(2)	sub-	EXPENSE	EXPENSE	ADOPTED	CURRENT	ACTUAL	REVISED	EXPENSE
EXPENSES	Subdivision	Main	sidiary	INCREASE (+)	DECREASE (-)	BUDGET	BUDGET	EXPENSES	BUDGET	BAL AVAIL
Parks Land Improvements	411 760 7850	582100		150,000		1,040,000	1,040,000	0	1,190,000	1,190,000
-										
		EXPENSE	TOTALS	150,000	0	1,040,000	1,040,000	0	1,190,000	1,190,000
	Fund / Div		sub-	REVENUE	REVENUE	ADOPTED	CURRENT	<u> </u>	REVISED	
REVENUES	Subdivision	Main	sidiary	DECREASE (+)	INCREASE (-)	BUDGET	BUDGET	·	BUDGET	
Parks Grant Revenue	411 760 7850				150,000	1,652,000	1,652,000		1,802,000	
		REVENUE	TOTALS	0	150,000	1,652,000	1,652,000		1,802,000	
COLUMN TOTALS (EXP TOTAL + REV TOTAL)  150,000  150,000  Please fill in all columns: (1) & (2) Account information as required					•					
SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.  (3) & (4) Budget change requested  (5) Original budget as adopted by the board  (6) Current budget (original budget w/past mods.)  (7) Actual expenses to date  (8) Budget after requested modifications										
DEPARTMENT HEAD:	PAR			DATE: 7/30/19	COUNTY EXEC	UTIVE:	(9) Balance av	ailable after tran		1-19

### Kenosha County Administrative Proposal Form

1. Proposal Overview				
Division: Parks Department: Public Works				
Proposal Summary (attach explanation and required documents):				
Resolution authorizing Director of Parks to accept a grant award from the Fund for Lake Michigan in the amount of \$150,000 to support the Petrifying Springs Park Pike River Restoration (Phase II) project.				
Dept./Division Head Signature: Date: 7.30 · /9				
2. Department Head Review				
Comments:				
Recommendation: Approval Non-Approval				
Department Head Signature: Date: 7-30-19				
3. Finance Division Review				
Comments:				
Recommendation: Approval Non-Approval				
Finance Signature: Date: 7/24/19				
4. County Executive Review				
Comments:				
Action: Approval Non-Approval				
Executive Signature: Date: 8/1/19				

Revised 01/11/2001



# County

#### BOARD OF SUPERVISORS

RESOLUTION NO.

	River watershed using funds received from FEMA's sconsin Division of Emergency Management and
Original X Corrected	2nd Correction □ Resubmitted □
Date Submitted: August 5, 2019	Date Resubmitted:
Submitted By: Public Works / Facilities Committee	
Fiscal Note Attached X	Legal Note Attached
Prepared By: James Kupfer	Signature:

WHEREAS, Since 1995 Kenosha County has been acquiring flood-prone residential properties and vacant lots in the Fox River Watershed, and

WHEREAS, From time to time, the Fox River flood plain experiences floods of a disaster level which threaten residents and businesses, and

WHEREAS, The Hazard Mitigation Grant Program (HMGP), administered by FEMA and managed by the Wisconsin Division of Emergency Management and SEWRPC, provides funding for eligible mitigation activities that reduce disaster losses and protect life and property from future disaster damages, and

WHEREAS, Kenosha County is currently in the process of purchasing Fox River flood plain properties using funds approved in the 2018 Capital Budget, and

WHEREAS, Additional funds of \$701,662 are available through the HMGP, and federal and state grants which can be used to purchase and demolish additional properties, and

WHEREAS, Salem Lakes has contributed \$125,000 to help fund the purchase of qualifying new properties, and

WHEREAS, The total cost of purchasing approximately eight additional properties, performing environmental testing/mitigation and residence demolition is estimated to be approximately \$802,000, and

WHEREAS, Sufficient funds are available to cover the entire cost of purchasing these properties at no cost to Kenosha County.

Kenosha County Resolution to Purchase Fox River Flood Plain Properties August 5, 2019 Page 2

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors authorizes The Department of Public Works and Development Services to purchase additional Fox River flood plain properties per the budget modification that is attached and incorporated by reference, and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors authorizes The Department of Public Works and Development Services and Corporation Counsel to execute any contracts, agreements or other documents necessary to complete these transactions.

#### Respectfully Submitted:

PUBLIC WORKS/FACILITIES COMMITTEE	Aye	No	Abstain	Excused
Dennis Elverman, Chairman				
John Franco, Vice Chair				
Michael Skalitzky	K			
Mnica Yuhas Monica Yuhas				
Mark Nordigian	10			
John Poole	<b>P</b>			, <b></b>
Daniel Gaschke	A			7. 

#### FINANCE/ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
in I was				
Supervisor Terry W. Rose, Chair				
Supervisor Ronald J. Frederick, Vice-Chair	$ \swarrow $			
A. D. Heart			= 0	
Supervisor Jeffrey Gentz				<del></del>
Edward D. Kubidin				
Supervisor Ed Kubicki				
Supervisor John O'Day				
Supervisor Jeff Wamboldt			74	

### Kenosha County Fox River Flood Plain Property Purchases

	Grant	Total	Federal	State	кс	No. of P	roperties
Item No.	Number	<u>100%</u>	<u>75%</u>	<u>12.5%</u>	<u>12.5%</u>	<b>Potential</b>	Bought
1	4276.15	\$377,227	\$282,920	\$47,153	\$47,153	5	3
2	4276.14	134,162	100,622	16,770	16,770	2	1
3	4288.08	566,112	424,584	70,764	70,764	5	3 *
4	4343.07	373,508	280,131	46,689	46,689	3	0
5	4343.06	150,913	113,185	18,864	18,864	2	0
	Total	1,601,922	1,201,442	200,240	200,240	17	7
	KC 2018 Budget	(800,000)	(600,000)	(100,000)	(100,000)		
			Grant	Grant	Bonding		
	Salem Lakes Funding				(125,000)		
	Additional Needed	\$801,922	\$601,442	\$100,240	(\$24,760)		
		New Spending	New Grant	New Grant			
	Purchase	e Price		\$801,922			
	Federal I	Funding		(601,442)			
	State Fu	nding		(100,240)			
	Salem Fu	_	_	(125,000)			
		Excess	=	(\$24,760)			

<sup>\*</sup> Ready to purchase one more additional property. We have not exceeded \$800,000.

Kenosha County Flood Plain Purchases.xls

Project #

Planning-1 DPWDS Project Title: Department Head: **Hazard Mitigation Grant Program** 

Department: Division:

Planning & Development

Project Manager:

Ray Arbet/Andy Buehler

John Meland

#### **Project Scope and Description:**

The Hazard Mitigation Grant Program, administered by FEMA, provides funding for eligible mitigation activities that reduce disaster losses and protects life and property from future disaster damages. The most permanent form of mitigation is the purchase of flood risk property. Kenosha County will purchase and clear the property and maintain it as open space.

#### Location:

Western Kenosha County

#### Analysis of Need:

From time to time, the Fox River flood plain experiences floods of a disaster level which threatens resisdents and businesses. This funding will allow the County to purchase these properties and reduce future dangerous situations.

#### Alternatives:

Continue current practices.

#### **Previous Action:**

The County has purchased or acquired through other means many properties over the years. HMGP provides funding to continue this practice.

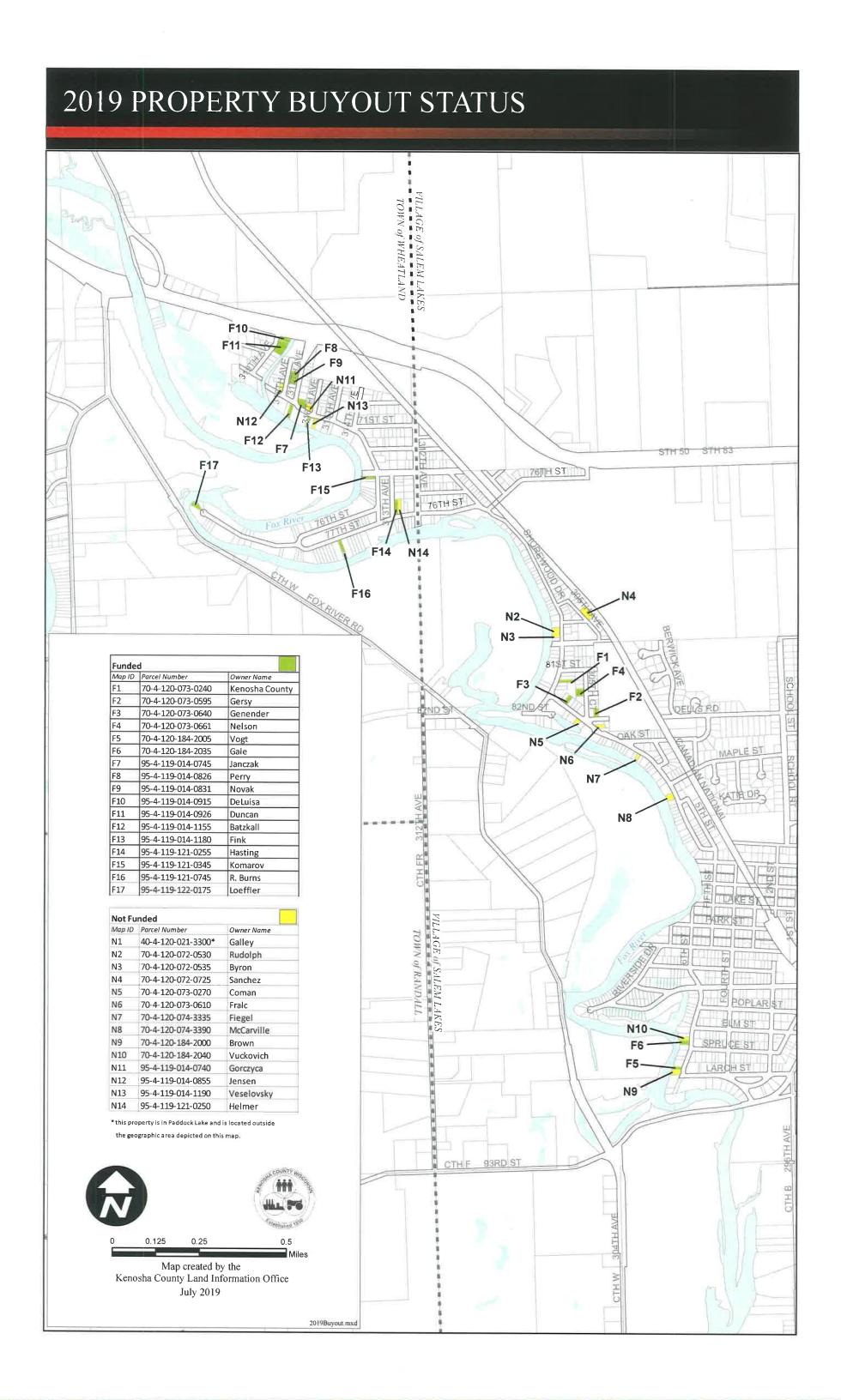
Cost Documentat	ion	Funding		
Total	\$800,000	Bonding	\$100,000	
Cost		Grant Revenue	\$700,000	
			\$800,000	

#### **Capital Budget Summary**

Year
Expense
Bonding
Revenue
Carryover/Reserves
Levy Funded

2018	2019	2020	2021	2022	Total 2018-2022
\$800,000					\$800,000
\$100,000					\$100,000
\$700,000					\$700,000

KENOSHA COUNTY EX	PENSE/REV	ENUE BUI	OGET MO	DIFICATION FO						
					DOCUMENT #		G/L I	DATE		
DEPT/DIVISION: DPWDS	/ Planning and	d Developm	ient		BATCH #		ENTRY DATE			
PURPOSE OF BUDGET M	IODIFICATIO	N (REQUI	RED): Purc	hase Fox River flo	od plain property usi	ng FEMA funds				
(1)				RUDGET CHAN	GE REQUESTED	1			AFTER T	RANSFER
ACCOUNT		(2)		(3)	(4)	(5)	(6)	(7)	(8)	(9)
DESCRIPTION	Fund / Div		sub-	EXPENSE	EXPENSE	ADOPTED	CURRENT	ACTUAL	REVISED	EXPENSE
EXPENSES	Subdivision	Main	sidiary	INCREASE (+)	DECREASE (-)	BUDGET	BUDGET	EXPENSES	BUDGET	BAL AVAIL
Parks Land Improvements	411 820 8290			802,000		800,000	800,000	513,582	1,602,000	1,088,418
		EXPENSE	TOTALS	802,000	0	800,000	800,000	513,582	1,602,000	1,088,418
	Fund / Div		sub-	REVENUE	REVENUE	ADOPTED	CURRENT		REVISED	
REVENUES	Subdivision	Main	sidiary	DECREASE (+)	INCREASE (-)	BUDGET	BUDGET		BUDGET	ļ
Parks Grant Revenue	411 820 8290	0 0 0 0 0 0 0 0 0			802,000	700,000	700,000		1,502,000	
		REVENUE	E TOTALS	0	802,000	700,000	700,000		1,502,000	]
COLUMN TOTALS (EXP TOTAL + REV TOTAL)  802,000  802,000  Please fill in all columns:  (1) & (2) Account information as required  (3) & (4) Budget change requested  (5) Original budget as adopted by the board  (6) Current budget (original budget w/past mods.)  (7) Actual expenses to date  (8) Budget after requested modifications  (9) Balance available after transfer (col 8 - col 7).  DATE: 7/31/19  COUNTY EXECUTIVE: DATE: 9/1/19										



## Kenosha County Administrative Proposal Form

Division: Planning and Development	Department:	Department of Public Works and Development Services
Proposal Summary (attach explanation	on and required	documents):
Accept Wisconsin Emergency Manager property in the Fox River flood plain.	gement grant fu	nding and purchase flood plain
Dept./Division Head Signature:		Date:
2. Department Head Review		
Comments:		
Recommendation: Approval No		
Department Head Signature:	LL	Date: 7-31-19
		•
3. Finance Division Review Comments:		
December detion: Approval M. No.	- A	
Recommendation: Approval No	n-Approvai	
Finance Signature:	7	Ppp Date: 7/31/19
4. County Executive Review	V	
Comments:		
Action: Approval Non-Approval		
Executive Signature: ( um )	Mau 1 ==	Date: 8/1/19
		01-11

Revised 01/11/2001



#### BOARD OF SUPERVISORS

RESULUTION NO						
Subject: Resolution to approve the Appointment of Lieutenant Ken Urquhart to serve on the Kenosha County Traffic Safety Commission						
Original $oxtimes$ Corrected $oxtimes$ 2nd Correction $oxtimes$ Resubmitted $oxtimes$						
Date Submitted:	Date Resubmitted:					
08/05/2019						
Submitted by:						
Public Works/Facilities						
Committee						
Fiscal Note Attached	Legal Note Attached					
Prepared by:	Signature:					
Wendy Epping	Clament Abongua					

WHEREAS, pursuant to County Executive Appointment 2019/20-11, the County Executive has appointed Lieutenant Ken Urquhart to serve on the Kenosha County Traffic Safety Commission, and

WHEREAS, the Public Works/Facilities Committee has reviewed the request of the County Executive for confirmation of the appointment of the above named to serve on the Kenosha County Traffic Safety Commission and is recommending to the County Board the approval of this appointment,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors confirms the appointment of Lieutenant Ken Urquhart to the Kenosha County Traffic Safety Commission. Lieutenant Urquhart's appointment shall be effective immediately and continuing until the 1st day of April, 2022 or until a successor is appointed by the County Executive and confirmed by the County Board of Supervisors. Lieutenant Urquhart will be succeeding Lieutenant Rory Zuerlein and will serve without pay.

# Respectfully Submitted:

Committee:	Aye	Nay	Abstain	Excused
Dennis Elverman, Chairperson	V			
John Franco, Vice Chairperson				
Daniel Gaschke	X			
John Poole	$\times$			
Mark Nordigian	X	2		
Michael Skalitzky	K			
Monica Yuhas				

Jim Kreuser, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

Fax: (262) 653-2817

### **APPOINTMENT 2019/20-11**

RE: KENOSHA COUNTY TRAFFIC SAFETY COMMISSION

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

Lieutenant Ken Urquhart Kenosha County Sheriff's Department 1000 55<sup>th</sup> Street Kenosha, WI 53140

to serve as the County Highway Safety Coordinator on the Kenosha County Traffic Safety Commission beginning immediately upon confirmation of the County Board and continuing until the 1<sup>st</sup> day of April, 2022 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Lieutenant Urquhart will serve without pay.

Lieutenant Urquhart will be succeeding Lieutenant Rory Zuerlein.

Respectfully submitted this 11th day of July, 2019.

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: <u>Kenneth</u> First	David Middle	<u>Urquhart</u> Last
Residence Address:		
Previous Address if abo	ve less than 5 years:	
Occupation: <u>Kenosha</u>	Sheriff's Dept Company	<u>Lieutenanț</u> Title
Business Address: 1000	)-55 <sup>th</sup> Street Kenosha, WI S	53140
Telephone Number: Re	sidence	Business
Daytime Telephone Nur	nber: 262-605-5100	
Mailing Address Prefere	ence: Business (X)	Residence ( )
Email Address: ken.urquhart@kenosha	county.org	
Do you or have you done past 5 years? Ye	e business with any part of es ( ) No (	Kenosha County Government in the X )
If yes, please attach a det	tailed document.	
charitable groups, labor, board or staff affiliation.	business or professional or NTOA-National Tactical	oublic service organizations, social or ganization, and indicate if it was a Officers Association (member), WI reotics Officers Association (past
Special Interests: Indicat but may not have been ac	c organizations or activitie	s in which you have a special interes

\*If more space is needed, please attach another sheet. Kenosha County Commissions, Committees, & Boards Appointment Profile - Page 2

Nominee's Supervisory District	
Governmental Services: List services with Currently employeed by Kenosha County S Lieutenant, Commander of the Kenosha Co I have worked for the Kenosha Sheriff's De years.	heriff's Department as 1st Shift Patrol unty Sheriff's Dept Tactical Response Team.
Additional Information: List any qualification benefit the Board, Committee, Commission Certified Level 3 Accident Investigator, of Patrol at the Kenosha Sheriff's Department Crash documents as well as traffic citations experience as a law enforcement officer.	, etc. surrently assigned as Lieutenant of 1st Shift which includes duties to review. Accident
Conflict Of Interest: It would be inappropria appointee, to have a member of your immed that may come under the inquiry or advice o committee. A committee member declared on any motion where "direct involvement" he embarrassment to you and/or Kenosha Coun	late family directly involved with any action f the appointed board, commission, or in conflict would be prohibited from voting and been declared and may result in
	Signature of Nominee
R	4-29-19 Date
Please Return To: Kenosha County I 1010 – 56th Street Kenosha, WI 5314	
(For Office	e Use Only)
Appointed To:  Commission/C	ommittee/Board
Term: Beginning	Ending
Confirmed by the Kenosha County Board on	



# Kenosha

# **County**

#### **BOARD OF SUPERVISORS**

#### RESOLUTION NO. 2019-\_\_\_\_

Subject:	\$16,620,000 General Obliga	d Providing for the Sale and Issu tion Promissory Notes, Series 2 I Related Details	
Original 🗵	Corrected	2nd Correction	Resubmitted
Date Submitted:	August 20, 2019	Date Resubmitted:	
Submitted By:	Finance/Administration Committee		
County Board			
Meeting Date:	August 20, 2019		
Fiscal Note Attac	hed 🗖	Legal Note Attached	
Prepared By:	Foley & Lardner LLP	Signature:	

# COUNTY BOARD OF SUPERVISORS OF KENOSHA COUNTY, WISCONSIN

August 20, 2019	<b>Resolution No.: 2019</b>
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A Resolution Authorizing and Providing for the Sale and Issuance of \$16,620,000\* General Obligation Promissory Notes, Series 2019A, 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**"):

Ma	aximum Amount Authorized	Proposed Borrowing Amount	Initial Resolution Number and Purpose
(a)	\$ 2,040,000	\$ 260,000	2014-66 - Grants for the Kenosha Area Business Alliance;
(b)	3,075,000	1,565,000	2016-64 - Enterprise Resource Planning Projects;
(c)	13,150,000	140,000	2017-57 - Budgeted Capital Projects Including Road and Highway Improvements; and
(d)	14,910,000	14,655,000	2018-57 - Budgeted Capital Projects Including Road and Highway Improvements.

2. On November 6, 2014, the Governing Body adopted initial resolution number 66 for the purpose and in the maximum amount authorized as set forth in paragraph 1(a) above ("**Initial Resolution 2014-66**"). Of the \$2,040,000 maximum borrowing amount authorized by Initial Resolution 2014-66, the County previously borrowed (i) \$760,000 in connection with the issuance of its \$13,965,000 General Obligation Promissory Notes, Series 2016A, dated September 1, 2016, (ii) \$765,000 in connection with the issuance of its \$13,255,000 General Obligation Promissory Notes, Series 2017A, dated September 6, 2017, and \$255,000 in connection with the issuance of its \$15,270,000 General Obligation Promissory Notes, Series 2018A, dated September 13, 2018 (the "**2018A Notes**"). As of the date of this resolution, \$260,000 of the maximum borrowing amount authorized by Initial Resolution 2014-66 remains available.

- 3. On November 10, 2016, the Governing Body adopted initial resolution number 2016-64 for the purpose and in the maximum amount authorized as set forth in paragraph 1(b) above ("**Initial Resolution 2016-64**"). Of the \$3,075,000 maximum borrowing amount authorized by Initial Resolution 2016-64, the County previously borrowed \$1,510,000 in connection with the issuance of the 2018A Notes. As of the date of this resolution, \$1,565,000 of the maximum borrowing amount authorized by Initial Resolution 2016-64 remains available.
- 4. On December 5, 2017, the Governing Body adopted initial resolution number 2017-57 for the purpose and in the maximum amount authorized as set forth in paragraph 1(c) above ("**Initial Resolution 2017-57**"). Of the \$13,150,000 maximum borrowing amount authorized by Initial Resolution 2017-57, the County previously borrowed \$13,010,000 in connection with the issuance of the 2018A Notes. As of the date of this resolution, \$140,000 of the maximum borrowing amount authorized by Initial Resolution 2017-57 remains available.
- 5. On November 8, 2018, the Governing Body adopted initial resolution number 2018-57 for the purpose and in the maximum amount authorized as set forth in paragraph 1(d) above ("**Initial Resolution 2018-57**"). The County has not previously borrowed under the authority granted by Initial Resolution 2018-57; therefore, as of the date of this resolution, the maximum borrowing amount of \$14,910,000 authorized by Initial Resolution 2018-57 remains available.
- 6. 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.
- 7. The County may choose to issue one or more separate series of obligations to finance portions of the Project.
- 8. The Governing Body deems it in the best interests of the County that the funds needed be borrowed in the aggregate amount stated above and for the purposes of the Project, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and upon the terms and conditions set forth below.
- 9. On July 16, 2019, 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 2019A (the "**Obligations**") authorized to be issued by this resolution.
- 10. 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.
- 11. 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.

12. The Governing Body	has considered all the bids it received. The
Governing Body has decided to accept the b	oid of (the "Purchaser"), or a
group that it represents, to purchase the Obl	igations specified in the Purchaser's bid. The
Purchaser bid the price of \$	for the entire issue of Obligations (the
"Purchase Price"), plus any accrued interes	st, and specified that the Obligations maturing on
September 1 in the years shown below will	bear interest at the respective interest rates shown
below:	

	Principal	Interest
<u>Year</u>	<u>Amount</u>	Rate
2020	\$ 450,000	%
2021	375,000	
2022	925,000	
2023	930,000	
2024	1,380,000	
2025	2,285,000	
2026	2,235,000	
2027	2,495,000	
2028	2,710,000	
2029	2,835,000	

- 13. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.
- 14. The County has taken all actions required by law and has the power to sell and issue the Obligations.
- 15. 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. <u>Definitions</u>.

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.

"County" means Kenosha County, Wisconsin.

"**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 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 2014-66, 2016-64, 2017-57, and 2018-57 each as described in the recitals to this resolution.

"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 \$16,620,000 Kenosha County, Wisconsin General Obligation Promissory Notes, Series 2019A, which will be issued pursuant to this resolution.

"Original Issue Date" means September 10, 2019.

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

"**Purchase Agreement**" means the purchase agreement, which may be a bid form, signed and presented by the Purchaser to evidence the purchase of the Obligations.

"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 \$16,620,000. 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. <u>Terms of Obligations.</u>

The Obligations will be named "Kenosha County, Wisconsin General Obligation Promissory Notes, Series 2019A." 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, 2020, 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:

Principal Amount	Interest Rate
\$ 450,000	%
375,000	
925,000	
930,000	
1,380,000	
2,285,000	
2,235,000	
2,495,000	
2,710,000	
2,835,000	
	\$ 450,000 375,000 925,000 930,000 1,380,000 2,285,000 2,235,000 2,495,000 2,710,000

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 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	Principal Amount	
(September 1)	To be Redeemed	
20	\$	
20		
20 (Stated Maturity)		
Term Notes Maturing Sep	tember 1, 20	
Sinking Fund		
Redemption Date	Principal Amount	
(September 1)	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. <u>Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.</u>

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. <u>Manner of Payment/Transfers/Redemption Notices Not Under Book-Entry System.</u>

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 <u>Exhibit A</u>. 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. <u>Execution of Obligations</u>.

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. 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:

	Debt Service Amount Due in
Levy Year	Following Year
2019	\$
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	

#### **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. <u>Publication of Notice</u>.

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 <a href="Exhibit B">Exhibit B</a>. 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. <u>Authorization of Officers</u>.

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. <u>Effective Date</u>.

		adoption and approval in the manner
provided by la	aw.	
	* * * * *	* * * *
Adopted:	August 20, 2019	
	Co	ounty Board Chairperson
	Co	ounty Clerk
	Co	ounty 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	_			\$		
	Gen	NERAL OBLIGATION PROM	ISSORY NOTE, SERIES 201	19A		
	Interest Rate	Maturity <u>Date</u>	Original <u>Issue Date</u>	<u>CUSIP</u>		
	%	September 1, 20	September 10, 2019	489782		
Register	ED 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, 2020, 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 \$16,620,000, 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, 2014, November 10, 2016, December 5, 2017, and November 8, 2018, and (2) the resolution duly adopted by the governing body of the County on August 20, 2019, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of \$16,620,000 General Obligation

Promissory Notes, Series 2019A, 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 County Treasurer 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 15<sup>th</sup> 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 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	Principal Amount			
(September 1)	To be Redeemed			
20	\$			
20	Ψ			
20 (Stated Maturity)				
20 (Stated Maturey)				
Term Notes Maturing September 1, 20				
Sinking Fund				
Redemption Date	Principal Amount			
(September 1)	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
[SEA	L]	By:County Board Chairperson  And:County Clerk
Certificate of Authentication		County Clerk
Date	d: September, 2019	
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)			
and appoint	books of the registry in the office of the Fiscal Agent, with full power of substitution			
Dated:				
Signature G	buaranteed			

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 20, 2019, 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 \$16,620,000. It is anticipated that the closing of this note financing will be held on or about September 10, 2019. 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.

Subject:

A Resolution Authorizing and Providing for the Sale and Issuance of \$16,620,000 General Obligation Promissory Notes, Series 2019A, and All Related Details

Approved by:

#### FINANCE/ADMINISTRATION COMMITTEE:

Committee Member	<u>Aye</u>	No	Abstain	Excused
Terry W. Rose, Chairman				
Ronald J. Frederick				
Edward Kubicki				
John O'Day				
Jeffrey Gentz				
Jeff Wamboldt				



# Kenosha

# County

#### **BOARD OF SUPERVISORS**

# RESOLUTION NO. 2019-\_\_\_\_

Subject:	\$8,880,000 General Obligation H	d Providing for the Sale and Issu ighway Improvement Bonds, So Il Related Details	
Original 🗵	Corrected	2nd Correction	Resubmitted $\square$
Date Submitt	ed: August 20, 2019	Date Resubmitted:	
Submitted By	/: Finance/Administration Committee		
County Board	d		
Meeting Date			
Fiscal Note A	Attached 🗖	Legal Note Attached	
Prepared By:	Foley & Lardner LLP	Signature:	

# COUNTY BOARD OF SUPERVISORS OF KENOSHA COUNTY, WISCONSIN

August 20, 2019	<b>Resolution No.: 2019</b>
-----------------	-----------------------------

A Resolution Authorizing and Providing for the Sale and Issuance of \$8,880,000\* General Obligation Highway Improvement Bonds, Series 2019B, 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**"):

	Proposed	
Maximum Amount	Borrowing	Initial Resolution
Authorized	Amount	Number and Purpose
\$19,630,000	\$8,880,000	2016-63 – Highway Projects Including Hwy S Project (between Hwy 31 and I-94)

- 2. On November 10, 2016, the Governing Body adopted initial resolution number 2016-63 for the purpose and in the maximum amount authorized as set forth in paragraph 1 above ("**Initial Resolution 2016-63**"). The County has not previously borrowed under the authority granted by Initial Resolution 2016-63; therefore, as of the date of this resolution, the maximum borrowing amount of \$19,630,000 authorized by Initial Resolution 2016-63 remains available.
- 3. Initial Resolution 2016-63 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. The County Clerk caused notice of the adoption of Initial Resolution 2016-63 to be given to the electors of the County by publication in the County's official newspaper on November 18, 2016 in the manner and form directed by Initial Resolution 2016-63.
- 5. No sufficient petition for referendum on the question of the adoption or effectiveness of Initial Resolution 2016-63, or the issuance of the bonds described therein, was

filed with the County Clerk within 30 days after the date on which Initial Resolution 2016-63 was adopted.

- 6. The County may choose to issue one or more separate series of obligations to finance portions of the Project.
- 7. The Governing Body deems it in the best interests of the County that the funds needed be borrowed in the aggregate amount stated above and for the purpose of the Project, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and upon the terms and conditions set forth below.
- 8. On July 16, 2019, 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 Highway Improvement Bonds, Series 2019B (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	e Governing Body has consider	red all the bids it received. The
Governing Body has deci-	ded to accept the bid of	(the " <b>Purchaser</b> "), or a
group that it represents, to	purchase the Obligations spec	cified in the Purchaser's bid. The
Purchaser bid the price of	\$ for the 6	entire issue of Obligations (the
"Purchase Price"), plus a	any accrued interest, and specif	fied that the Obligations maturing on
September 1 in the years	shown below will bear interest	at the respective interest rates shown
below:		

	Principal	Interest
<u>Year</u>	<u>Amount</u>	Rate
2020	\$ 360,000	%
2021	365,000	
2022	370,000	
2023	380,000	
2024	385,000	
2025	400,000	
2026	400,000	
2027	410,000	
2028	420,000	
2029	430,000	
2030	440,000	
2031	450,000	
2032	465,000	
2033	475,000	
2034	485,000	
2035	500,000	
2036	515,000	
2037	530,000	
2038	550,000	
2039	550,000	

- 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.

"County" means Kenosha County, Wisconsin.

"**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 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 2016-63 as described in the recitals to this resolution.

"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 \$8,880,000 Kenosha County, Wisconsin General Obligation Highway Improvement Bonds, Series 2019B, which will be issued pursuant to this resolution.

"Original Issue Date" means September 10, 2019.

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

"Purchase Agreement" means the purchase agreement, which may be a bid form, signed and presented by the Purchaser to evidence the purchase of the Obligations.

"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 highway improvement bonds of the County in the principal amount of \$8,880,000. 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. <u>Terms of Obligations.</u>

The Obligations will be named "Kenosha County, Wisconsin General Obligation Highway Improvement Bonds, Series 2019B." 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, 2020, 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:

Maturity Date		
(September 1)	Principal Amount	Interest Rate
2020	\$ 360,000	%
2021	365,000	
2022	370,000	
2023	380,000	
2024	385,000	
2025	400,000	
2026	400,000	
2027	410,000	
2028	420,000	
2029	430,000	
2030	440,000	
2031	450,000	
2032	465,000	
2033	475,000	
2034	485,000	
2035	500,000	
2036	515,000	
2037	530,000	
2038	550,000	
2039	550,000	

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. <u>Appointment of Depository.</u>

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:

T----- D----1- M-4--------1 --- 1 20

Principal Amount
To be Redeemed
\$
mber 1, 20
Principal Amount
To be Redeemed
\$

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. <u>Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.</u>

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. <u>Manner of Payment/Transfers/Redemption Notices Not Under Book-Entry System.</u>

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 <u>Exhibit A</u>. 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. <u>Execution of Obligations</u>.

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. <u>Continuing Disclosure.</u>

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. <u>Sale of Obligations</u>.

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. 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:

	Debt Service Amount Due in
Levy Year	Following Year
2019	\$
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	

#### **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. <u>Borrowed Money Fund</u>.

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 <a href="Exhibit B">Exhibit B</a>. 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. <u>Authorization of Officers</u>.

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. <u>Tax Law Covenants</u>.

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. <u>Effective Date</u>.

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

Adopted: August 20, 2019

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

				Registe	ered
No. R				\$	
Gi	ENERAL OB	LIGATION HIGHWAY IM	PROVEMENT BOND, SERI	es 2019B	
Inte <u>Ra</u>		Maturity <u>Date</u>	Original <u>Issue Date</u>	<u>CUSIP</u>	
	%	September 1, 20	September 10, 2019	489782	
REGISTERED OW	NER: (	Cede & Co.			
PRINCIPAL AMO	UNT: _			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, 2020, 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 \$8,880,000, 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) 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 20, 2019, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of \$8,880,000 General Obligation Highway Improvement Bonds, Series 2019B, 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 County Treasurer 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 15<sup>th</sup> 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 Sep	otember 1, 20
Sinking Fund	
Redemption Date	Principal Amount
(September 1)	To be Redeemed
20	\$
20	
20 (Stated Maturity)	
Term Bonds Maturing Sep	otember 1, 20
Sinking Fund	
Redemption Date	Principal Amount
(September 1)	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
[SEAL]	By:County Board Chairperson
	And:
	County Clerk
Certificate of Authentication	
Dated: September, 2019	
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)					
and appoint	books of the registry in the office of the Fiscal Agent, with full power of substitution					
Dated:						
Signature G	uaranteed					

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 20, 2019, 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 highway improvement bonds in the principal amount of \$8,880,000. It is anticipated that the closing of this bond financing will be held on or about September 10, 2019. 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.

Subject:

A Resolution Authorizing and Providing for the Sale and Issuance of \$8,880,000 General Obligation Highway Improvement Bonds, Series 2019B, and All Related Details

Approved by:

#### FINANCE/ADMINISTRATION COMMITTEE:

Committee Member	<u>Aye</u>	No	<u>Abstain</u>	Excused
Terry W. Rose, Chairman				
Ronald J. Frederick				
Edward Kubicki				
John O'Day				
Jeffrey Gentz				
Jeff Wamboldt				