



## 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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 **21st Day of November, 2017 at 7:30PM., in the County Board Room** located in the Administration Building. The following will be the agenda for said meeting:

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

Ordinance - First Reading, Two Required

21. From Human Services And Finance & Administration Committees An Ordinance To Make Changes To Chapter 16 Of The Municipal Code Of Kenosha County

Documents:

[ORD CH16 REVISIONS.PDF](#)

Ordinance - One Reading

22. From The Planning, Development & Extension Education Committee An Ordinance Regarding Action 50 LLC (Owner), Keith Favaro (Agent) Requesting A Rezoning From A-2 General Agricultural Dist. & B-3 Highway Business Dist. To B-3 Highway Business Dist. , Town Of Wheatland

Documents:

[ORD ACTION 50 LLC REZO.PDF](#)

Resolution - One Reading

55. From The Finance & Administration Committee A Resolution Authorizing Entry Into The PACE (Property Assessed Clean Energy) Commission

Documents:

[RES PACE.PDF](#)

56. From The Finance & Administration Committee A Resolution Authorizing A Loan In An Amount Not To Exceed \$6,165,000 To Bear Development, LLC For The Purpose Of Acquiring And Constructing Homes For The Aged And Indigent

Documents:

[RES BEAR DEV.PDF](#)

H. COMMUNICATIONS

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

Documents:

[12-13-2017 COMMUNICATIONS SIGNED.PDF](#)

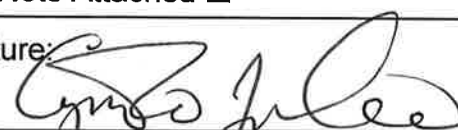
I. Approval Of The Minutes From The November 7, 2017 Public Hearing, Organizational Meeting, Annual Meeting And The November 8, 2017 Meeting By Supervisor Kubicki.

J. Adjourn

# KENOSHA COUNTY

## BOARD OF SUPERVISORS


ORDINANCE NO. \_\_\_\_\_


Subject: <b>AN ORDINANCE TO MAKE CHANGES TO CHAPTER 16 OF THE MUNICIPAL CODE OF KENOSHA COUNTY</b>	
Original <input type="checkbox"/> Corrected <input type="checkbox"/> 2nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:    11/08/21/2017	Date Resubmitted:
Submitted By: Human Services Committee and Finance Committee	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared By: Cynthia Johnson	Signature: 

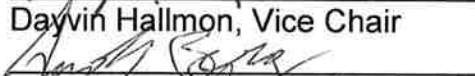
IT IS HEREBY ORDAINED BY THE KENOSHA COUNY BOARD OF SUPERVISORS THAT CHAPTER SIXTEEN OF THE MUNICIPAL CODE, ENTITLED "ENVIRONMENTAL HEALTH/FOOD ORDINANCE" BE AND HEREBY IS CHANGED AS ATTACHED AND INCORPORATED HEREIN BY REFERENCE.


Respectfully submitted,


**HUMAN SERVICES COMMITTEE:**


  
 Michael Goebel, Chairman

  
 Dayvin Hallmon, Vice Chair

  
 Andy Berg

  
 Leah Blough


  
 Rick Dodge


  
 John Poole

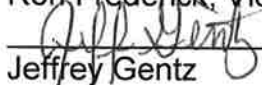
\_\_\_\_\_  
 Greg Retzlaff


<u>Aye</u>	<u>No</u>	<u>Abstain</u>
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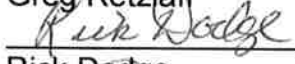
**FINANCE/ADMINISTRATION COMMITTEE:**


  
Terry Rose, Chairman


  
Ron Frederick, Vice Chair

  
Jeffrey Gentz

  
Greg Retzlaff

  
Rick Dodge

  
Edward Kubicki

  
Daniel Esposito

<u>Aye</u>	<u>No</u>	<u>Abstain</u>
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CHAPTER 16  
KENOSHA COUNTY  
ENVIRONMENTAL HEALTH/FOOD ORDINANCE

**A. GENERAL PROVISIONS**

16.01-1            **ADMINISTRATION.** This ordinance shall be administered by the Kenosha County Division of Health, hereinafter referred to as "Division".

16.01-2            **ENFORCEMENT.**

- (a)    The Health Officer/Director or the Health Officer's duly authorized representative shall enforce the regulations of this chapter and may issue orders to effect correction of violations and may issue citations pursuant to Section 3.60 of the Municipal Code of Kenosha County.
- (b)    The Kenosha County Corporation Counsel may in his discretion commence legal action and may proceed pursuant to the provisions outlined in Wisconsin Statutes Sections 66.119, 66.12, or pursuant to the issuance of a summons and complaint.
- (c)    Pursuant to the Uniform Citation Ordinance of the Municipal Code of Kenosha County, citations may be issued by the Health Officer or authorized deputies.

16.01-3 **SEVERABILITY.** Each section, paragraph, sentence, clause, word, and provision of this ordinance is severable, and if any provisions shall be held unconstitutional or invalid for any reason, such decision shall not affect the remainder of the ordinance nor any part thereof other than that affected by such decision.

16.01-4            **DEFINITIONS.**

- (a)    "County" means Kenosha County, Wisconsin.
- (b)    "Division" means the Kenosha County Division of Health.
- (c)    "Health Officer" means the Kenosha County Health Director or his/her designee.
- (d)    "Person" means an individual, partnership, association, firm, company, corporation, organization, municipality, county, town, or state agency, whether tenant, owner, lessee or licensee, or the agent, heir or assignee of any of these.
- (e)    "Reinspection" means a follow-up inspection conducted to verify that an ordered remedial action has been taken and to verify that the non-compliance or violation no longer exists. The Division may reinspect a license holder whenever an inspection or the investigation of a complaint reveals the existence of a violation that is potentially hazardous to the health and welfare of patrons or employees of the establishment. Any such reinspection shall be scheduled to allow the owner a reasonably sufficient time to correct any noted non-compliance or violation.

16.01-5        LICENSE APPLICATIONS. Applications for licenses required in this chapter shall be made in writing to the Division on forms provided by the Division and shall contain, but not be limited to, the following information:

- (a)    The name, home address and date of the birth of the applicant.
- (b)    The trade name and address of the establishment.
- (c)    Whether the applicant is a person, corporation or partnership.
  - (1)    If the applicant is a corporation, the application shall contain the registered agent's name, home address and date of birth.
  - (2)    If the applicant is a partnership, the application shall include the names, home addresses and date of births of the partners.
- (d)    The signature of all applicants and their agents to confirm that all information on the application is correct and acknowledge that any change in the information on the application shall be reported to the Health Officer within 14 days of the change.

16.01-6        LICENSE ISSUANCE

- (a)    The Health Officer shall issue a license to the applicant if the requirements of this chapter have been complied with and if all applicable fees have been fully paid to the Division.
- (b)    Any applicant that provides food to the needy free of charge, including a gratuity, shall be exempt from the license and fee specified under this section, but compliance with applicable health rules shall be required.
- (c)    If the annual renewal fee has not been paid on or before June 30 of each year, an additional late payment fee shall be assessed, as specified in this ordinance under each license category. Establishments or individuals operating on July 15 without a proper license shall be ordered closed by the Health Officer.
- (d)    All license and administrative fees shall be rounded upwards to the nearest dollar where necessary.
- (e)    Any other fees owed to the Division by a person or an establishment including, but not limited to, water testing fees shall be added to the renewal fee.
- (f)    A \$50.00 reinspection fee may be assessed for all reinspections when a violation(s) of an order has not been brought into compliance by the owner and/or operator of an establishment. The reinspection fee will be added to the renewal fee.
- (g)    Beginning July 1, 2014 , and continuing in each license year thereafter, the license fee shall increase in an amount up to 5% per year until the programs fully fund all direct program related costs, as determined by the annual cost allocation plan. This increase pertains to the following

licenses: Restaurants, Retail Food Establishments, Bed & Breakfast Establishments, Hotels, Motels and Tourist Rooming Houses, Recreational and Educational Camps, Public Swimming Pools, Campgrounds, Mobile Home Parks, Tattoo and Body Piercing Establishments, and Food and Beverage Establishments.

16.01-7 DISPLAY OF LICENSE. All licensees shall immediately post their license upon some conspicuous part of the room in which the business is carried on, and the license shall remain posted during the period for which it is in force.

16.01-8 NOTIFICATION BY LICENSEE. An individual applicant or licensee who resides outside of Wisconsin or who leaves the state for an extended period of time shall provide the Health Officer with the name, address, date of birth, and telephone number of a responsible person or agent within the state of Wisconsin upon whom any process, notice or demand required or permitted under this section to be served upon the licensee may be served.

16.01-9 INSPECTION BY THE DIVISION. Authorized employees of the Division, upon presenting proper identification, shall have the authority and duty to enter any licensed premises during regular business hours to inspect the same, with respect to business open at least forty (40) hours per week. In the absence of regular business hours, inspection shall be made at any reasonable hour. In the event of an emergency, an inspection may be made at any time.

16.01-10 DENIAL, SUSPENSION OR REVOCATION OF LICENSE. The Health Officer may deny any license application or suspend or revoke any license issued under this chapter for non-compliance with this code or any other state or county law. The following procedure shall be followed in the denial, suspension or revocation of any license issued under this chapter:

- (a) A decision by the Health Officer to deny, suspend or revoke a license shall be in writing and shall state, with specificity, the reasons for the Health Officer's decision and shall state any and all applicable statutes, ordinances, rules, regulations, or orders which may have been violated. The Health Officer shall send to the licensee or license applicant a copy of the written decision by mail or by personal service. Said notice shall inform the licensee or applicant of the right to have this decision reviewed and the procedure for such review.
- (b) A licensee or applicant aggrieved by a decision of the Health Officer to deny, suspend or revoke a license must send a written Request for Review and Reconsideration to the Health Officer within 5 working days of receipt of the notice of the Health Officer's decision. The Request for Review and Reconsideration shall state the grounds upon which the person aggrieved contends that the decision should be reversed or modified.
- (c) Within 5 working days of receipt of the Request for Review and Reconsideration, the Health Officer shall review its initial determination. The Health Officer may affirm, reverse or modify the initial determination. The Health Officer shall mail or deliver to the licensee or applicant a copy of the Officer's decision on review which shall state the reasons for such decision. The decision shall advise the licensee or applicant of the right to appeal the decision, the time within which appeal shall be taken and the office or person with whom Notice of Appeal shall be filed.
- (d) A licensee or applicant who wishes to appeal a decision made by the Health

Officer on review must file a notice of appeal within 10 days of receipt of the Health Officer's decision on review. The Notice of Appeal shall be filed or mailed to the Health Officer. The Health Officer shall immediately file said Notice with the Kenosha County Board of Health.

- (e) A licensee or applicant shall be provided a hearing on appeal within 30 days of receipt of the Notice of Appeal. The Health Officer shall serve the licensee or applicant with notice of the hearing by mail or personal service at least 5 days before the hearing.
- (f) The hearing shall be conducted before the Kenosha County Board of Health and shall be conducted in accordance with the procedures outlined in Section 68.11(2) and (3) of the Wisconsin Statutes.
- (g) Within 20 days of the hearing, the Kenosha County Board of Health shall mail or deliver to the applicant its written determination stating the reasons therefore. This shall be a final county determination. (1/2/01)

16.01-11 TEMPORARY ORDERS. Whenever, as the result of an inspection conducted pursuant to this chapter, the Health Officer has reasonable cause to believe that any examined food constitutes, or that any construction, sanitary condition, operation or method of operation of the premises or equipment used on the premises creates an immediate danger to health, the Health Officer may proceed as stated in Section 97.65(2)254.85, Wis. Stats. to issue a temporary order to prohibit the sale or movement of food for any purpose, prohibit the continued operation or method of operation of equipment, require the premises to cease any other operation or method of operation which creates an immediate danger to health. Section 97.65(2)254.85, Wis. Stats., is incorporated herein by reference and made a part of this ordinance as if fully set forth herein.

#### 16.01-12 CONSTRUCTION OR ALTERATION OF LICENSABLE FOOD ESTABLISHMENTS.

- (a) Except as provided in (b), No person shall erect, construct, enlarge or alter a food establishment without first submitting to the Health Officer plans (drawings) which clearly show and describe the amount and character of the work proposed and without first receiving Division approval of submitted plans. Such plans shall include floor plan, equipment plan and specifications, wall, floor and ceiling finishes and plans and specifications for food service kitchen ventilation. Submitted plans shall give all information necessary to show compliance with applicable health codes. Submitted plans shall be retained by the Health Officer.
- (b) At the option of the Health Officer, plans need not be submitted to execute minor alterations. Minor alterations include, but are not limited to, the replacing or recovering of existing floor, wall, or ceiling coverings, or other cosmetic or decorating activities.
- (c) Any plans approved by the Division shall not be changed or modified unless the Health Officer has reviewed and approved the modifications or changes.

#### 16.01-13 PENALTIES.

- (a) General Penalties. Any person who fails to comply with the provisions of this ordinance or any order of the Health Officer or his or her authorized agent issued in accordance with this ordinance shall, upon conviction thereof, forfeit not less than One Hundred Dollars (\$100) or more than Five Hundred Dollars (\$500) and the cost of prosecution for each violation including court costs and reasonable attorney fees; and in default of payment of such forfeiture and costs shall be imprisoned in the County Jail until payment thereof, but not exceeding thirty (30) days. Each day a violation exists or continues shall constitute a separate offense.
- (b) Schedule of Cash Deposits for Violations Charged under 16.01-2(c). The cash deposit for the violation of any section or subsection of this ordinance shall be One Hundred Dollars (\$100). In addition, upon conviction, any person who has been found to have acted in violation of any of the above sections shall be liable for the costs of prosecution including court costs and reasonable attorney fees; and in default of payment of such forfeiture and costs, shall be imprisoned in the county jail until payment thereof, but not exceeding thirty (30) days. For a second offense of a similar nature within a twelve month period, the cash deposit shall be Two Hundred Fifty Dollars (\$250) and for a third offense of a similar nature within a twelve month period, the cash deposit shall be Five Hundred Dollars (\$500). Each day a violation exists or continues shall constitute a separate offense.

## **B. RESTAURANTS**

### **16.02-1 REQUIREMENTS.**

- (a) No person, party, firm or corporation shall operate a Restaurant, Food Establishment, Temporary Restaurant, Special Events Food Establishment, Mobile Food Establishment, or Mobile Restaurant, as defined in ATCP 75~~DHS 196~~ of the Wisconsin Administrative Code, without first obtaining a license therefor from the Division, nor shall operate contrary to the terms and conditions of this ordinance,~~DHS 196,~~ or ATCP 75, where applicable, of the Wisconsin Administrative Code, which are incorporated herein by reference and made a part of this ordinance as if fully set forth herein.

### **16.02-2 APPLICATION**

- (a) License application for any of the above shall be made to the Division, on forms supplied by the Division, and shall be accompanied by the appropriate license fee and pre-inspection fee. Licenses hereunder shall not be issued or renewed by the Division unless and until the Health Officer determines and certifies compliance of the premises to be licensed with all the applicable terms and conditions of ATCP 75~~DHS 196~~, Wis. Admin. Code and this ordinance. The Health Officer shall certify compliance prior to issuance or renewal.

### **16.02-3 LICENSE FEES.** Fees for licenses issued pursuant to this section shall be as follows:

- (a) Prepackaged Food (01 & Equivalent) \$214~~199~~.00  
(limited to individually wrapped,  
hermetically sealed, single food  
servings supplied by a licensed  
processor).

- (b) Food Preparation (02 & Equivalent)  
(meals are served, sold or prepared from raw, canned, dried, packaged or frozen foods)

Fees are determined by the permit category, based on the complexity categorization of the establishment, as defined in DHS 196.05 (2), as may be amended from time to time, and any accompanying Tables. Remove

Simple Permit	\$ <del>472</del> 505.00	Moderate Permit	\$5 <del>50</del> 17.00	
		Complex		\$ <del>591</del> 630.00

- (c) Additional Area Fee \$13~~50~~.00

- (d) Pre-Inspection/Plan Review Fees

remodeling.	New construction/Existing with	\$400.00	extensive
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Change of operator. (01 & Equivalent)	\$175.00
Change of operator. (02 & Equivalent)	\$250.00

- (e) Late Renewal Fee \$100.00

In addition to the above scheduled fees, the licensee shall pay any State of Wisconsin administrative fee the amount of which is on file with the Division.

16.02-4 LICENSE PERIOD. The license period for licenses issued pursuant to this section shall be from July 1 through June 30. Those licenses initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year.

#### 16.02-5 TEMPORARY RESTAURANT/SPECIAL EVENTS FOOD ESTABLISHMENT

- (a) A temporary restaurant or Special Events food establishment may be moved from location to location within the County, but may not operate from the new location until it has been inspected and found to be satisfactory. A temporary restaurant or Special Events food establishment license may not be used to operate more than one restaurant at a time.

- (b) Temporary Restaurant/Special Events Food Establishment Fees. Fees for temporary restaurants/Special Events food establishments shall be as follows:

- |     |  |         |
|-----|--|---------|
| (1) | Inspection Fee (for each and every new location within the county)   | \$30.00 |
| (2) | Extension of a licensed premises which extends its food service to the outside and operates one day or less per license year | \$42.00 |
| (3) | Temporary restaurants/Special Events food establishments other than those  |         |

under par. (2)

\$1~~31~~23.00

In addition to the above scheduled fees, the licensee shall pay any State of Wisconsin administrative fee the amount of which is on file with the Division.

### C. RETAIL FOOD ESTABLISHMENTS

#### 16.03-1 REQUIREMENT.

- (a) Except as provided in (b), no person, party, firm or corporation shall operate a Retail Food Establishment or Food Establishment as defined in ATCP 75 of the Wisconsin Administrative Code, without first obtaining a license therefor from the Division, nor shall operate contrary to the terms and conditions of this ordinance, ATCP 75, ~~or DHS-196~~, where applicable, of the Wisconsin Administrative Code, which are incorporated herein by reference and made a part of this ordinance as if fully set forth herein.

#### 16.03-2 APPLICATION.

- (a) Application shall be made to the Division, on forms supplied by the Division, and shall be accompanied by the appropriate license fee and pre-inspection fee. A license shall not be granted or issued by the Division unless the Health Officer determines and certifies that the premises are in compliance with all of the terms and conditions of ATCP 75, Wis. Admin. Code. and this ordinance. The Health Officer shall certify compliance prior to issuance or renewal.

#### 16.03-3 LICENSE FEES. Fees for licenses issued pursuant to this section shall be as follows:

- |     |  |  |
|-----|--|--|
| (a) | Food Sales of \$1,000,000 or more and processes potentially hazardous food. (11)   | \$1, <del>155</del> <u>00</u> .00                                    |
| (b) | Food sales of at least \$25,000 but less than \$1,000,000 and processes potentially hazardous food. (22)   | <del>\$575</del> <u>50</u> 3.00                                      |
| (c) | Food sales of \$25,000 or more and processes non-potentially hazardous food. (33)  | <del>\$346</del> <u>39</u> 5.00                                      |
| (d) | Food sales less than \$25,000 and is engaged in food processing. (44)  | <del>\$220</del> <u>19</u> 2.00                                      |
| (e) | Does not engage in food processing, but does sell potentially hazardous food. (55)   | <del>\$185</del> <u>16</u> 0.00                                      |
| (f) | Temporary Retail Food Establishment operating less than 14 consecutive days in any license year in (P)= Processing (NP)= No Processing conjunction with a single event or celebration. | <del>\$140</del> <u>12</u> 2.00(P), <del>\$4</del> <u>6</u> 2.00(NP) |
| (g) | Ice cream carts or wagons. Each cart or wagon.   | <del>\$95</del> <u>8</u> 4.00  |

(h) Pre-Inspection/Plan Review Fee.

New construction/Existing with remodeling.	Category (11) = \$400.00	extensive
	Category (22) = \$350.00	
	Category (33) = \$300.00	
	Category (44) = \$250.00	
	Category (55) = \$150.00	
Change of operator. All Category (55).	\$250.00	categories except (55). \$75.00

(i) Late Renewal Fee. \$100.00

In addition to the above scheduled fees, the licensee shall pay any State of Wisconsin administrative fee, the amount of which is on file with the Division.

16.03-4 LICENSE PERIOD. The license period for licenses issued pursuant to this section shall be from July 1 of each year through June 30 of the following year. Those licenses initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year. New licenses obtained during the period of April 1 through June 30 will be assessed 25% of the license fee.

**D. BED AND BREAKFAST ESTABLISHMENTS**

16.04-1 REQUIREMENT. No person, party, firm or corporation shall operate a Bed and Breakfast Establishment as defined in ATCP 73 DHS-197 of the Wisconsin Administrative Code, without first obtaining a license therefor from the Division, nor shall operate contrary to the terms and conditions of this ordinance or ATCP 73 DHS-197 of the Wisconsin Administrative Code, which is incorporated herein by reference and made a part of this ordinance as if fully set forth herein.

16.04-2 APPLICATION.

(a) Application shall be made to the Division, on forms supplied by the Division, and shall be accompanied by the appropriate license fee and pre-inspection fee. A license shall not be issued or renewed by the Division unless the Health Officer determines and certifies that the premises are in compliance with all of the terms and conditions of ATCP 73 DHS-197 and this ordinance. The Health Officer shall certify compliance prior to issuance or renewal.

16.04-3 LICENSE FEES. Fees for licenses issued pursuant to this section shall be as follows:

- (a) Bed and Breakfast license \$~~120~~<sup>147</sup>.00 (b) Pre-Inspection/Plan Review Fee \$150.00  
(c) Late Renewal Fee \$100.00

In addition to the above scheduled fees, the licensee shall pay any State of Wisconsin administrative fee, the amount of which is on file with the Division.

16.04-4 LICENSE PERIOD. The license period for licenses issued pursuant to this section shall be from July 1 through June 30. Those licenses initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year.

## E. FOOD AND BEVERAGE ESTABLISHMENT

(5) RESTAURANT SANITATION RULES. No applicant may obtain a "Class B" license or permit or a "Class C" license unless the premises complies with the rules promulgated by the department of agriculture, trade and consumer protection governing sanitation in restaurants. However, the department of agriculture, trade and consumer protection may not restrict the serving of cheese without charge in individual portions to customers as permitted by s. 97.01 (14g).

16.05-1 DEFINITION. For the purpose of this section, a Food and Beverage Establishment shall include: 1) any tavern not licensed as a restaurant, as defined in ~~ATCP 75~~~~Chapter DHS 196~~, Wis. Admin. Code; 2) a produce stand not located in a designated farmer's market; 3) a produce stand operated by a farmer off of their own property; 4) an establishment that serves or sells food that is not pre-packaged and which is not licensed pursuant to ATCP 75, Wis. Admin. Code; and 5) an establishment serving beverages and which is not licensed pursuant to ATCP 75 ~~or DHS 196~~, Wis. Admin. Code.

16.05-2 REQUIREMENT. No person shall operate a Food and Beverage Establishment within Kenosha County without first obtaining a license therefore from the Division, nor operate it contrary to the terms and conditions of this Ordinance.

16.05-3 EXEMPTION. Establishments serving only beverages in original containers and not using beverage dispensers, reusable containers, dishwashing equipment, and/or ice making machines, are not required to obtain a license under this section.

### 16.05-4 APPLICATION.

- (a) An application for a Food and Beverage Establishment license shall be made to the Division, on forms supplied by the Division, and shall be accompanied by the appropriate license fee.
- (b) A license shall not be issued or renewed by the Division unless the person or establishment is in full compliance with the terms of this Ordinance, as may hereinafter be amended. The Health Officer shall certify compliance prior to issuance or renewal.

16.05-5 LICENSE FEES. The fees for licenses issued pursuant to this section shall be as follows:

- |     |   |                                     |     |   |          |
|-----|---|-------------------------------------|-----|---|----------|
| (a) | Food and Beverage Establishment               | \$ <del>140</del> <del>33</del> .00 | (b) | Temporary Food and Beverage Establishment | \$35 .00 |
|     | (operates less than 7 days in a license year) |                                     |     |   |          |
| (c) | Late Renewal Fee                              |                                     |     |   | \$40.00  |

16.05-6 LICENSE PERIOD. The license period for licenses issued pursuant to this section shall be from July 1<sup>st</sup> of each year through June 30<sup>th</sup> of the following year. Licenses are not transferable from one person or place to another. Those licenses initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following

~~year. New licenses obtained from April 1 through June 30 will be assessed 25% of the license fee.~~

#### 16.05-7 REGULATIONS.

- (a) Pursuant to Sec. 125.68(5), Stats., all "Class B" or "Class C" taverns must conform to ATCP 75 DHS 196, Wis. Admin. Code., which is incorporated herein by reference and made a part of this ordinance as if fully set forth herein, unless otherwise exempted therein.
- (b) No person shall manufacture, prepare for sale, offer, store, distribute or sell food unless it is securely protected from filth, insects, rodents, dust, or contamination or unclean, unhealthful or insanitary conditions.
- (c) Handwash Facilities. All handwash sinks shall have hot and cold running water, soap, and sanitary single service towels at all times. Facilities whose employees handle unwrapped food shall have an employee handwash sink in or adjacent to the food handling area.
- (d) Food Contact Surfaces. Food contact surfaces shall be kept clean and shall be smooth, impervious, non-absorbent and kept in good repair.
- (e) Floors, Walls and Ceilings. All floors, walls and ceilings in food areas shall be constructed of smooth, impervious, easily cleanable materials, and shall be kept clean and in good repair.
- (f) Control of Insects, Rodents and Other Animals. Effective measures and programs shall be employed to control the presence of insects, rodents, and other vermin on the premises.
- (g) Exterior Premises. Premises on which food establishments are located shall be well drained and kept in a clean and orderly condition, free from accumulations of trash, garbage, and other sources of contamination.
- (h) Cleaning Requirements - Equipment & Utensils.
  - (1) All food equipment and utensils shall be thoroughly cleaned daily or more frequently as necessary to keep them in a sanitary condition.
  - (2) Establishments that have equipment or utensils to wash or clean shall have a stainless steel sink with at least 2 compartments and a satisfactory area to store clean utensils. Sinks shall be of adequate size to permit proper cleaning of equipment or utensils. The first compartment shall contain a warm detergent solution. After utensils are washed they should be rinsed of detergent and immersed in the second compartment containing an acceptable amount of a sanitizer approved by the Division. Utensils shall then be air-dried. The Health Officer may waive or modify this requirement under extenuating circumstances.

#### **F. FOOD DISTRIBUTORS**

This entire category needs to be removed, this area is covered under wholesale licensing and we are not allowed by code to license this operation .

~~16.06-1 REQUIREMENT. No person, partnership, association or corporation may distribute potentially hazardous food as defined in ATCP 75.01, Wis. Admin. Code, into or within the County of Kenosha without first obtaining a Food Distributors permit.~~

~~16.06-2 APPLICATION~~

~~(a) License application for a Food Distributors permit shall be made to the Division, on forms supplied by the Division, and shall be accompanied by the appropriate license fee.~~

~~16.06-3 LICENSE FEES. Fees for food distributors shall be as follows:~~

~~———— (a) ——— Food Distributors Permit ——— \$75.00 ——— (b) ——— Late Renewal Fee ——— \$25.00~~

~~16.06-4 LICENSE PERIOD. The license period for licenses issued pursuant to this section shall be from July 1 of each year through June 30 of the following year.~~

~~16.06-5 SANITARY REQUIREMENTS. No person shall distribute potentially hazardous food, as defined in ATCP 75 Appendix Wisconsin Food Code 1-2(66), Wis. Admin. Code, into or within Kenosha County unless it is securely protected from filth, insects, rodents, dust, or contamination or unclean, unhealthful or insanitary conditions. Potentially hazardous food must be kept at safe temperatures. Safe temperatures as applied to potentially hazardous refrigerated foods means temperature of 41 degrees Fahrenheit or below; potentially hazardous heated foods, 135 degrees Fahrenheit or above and to frozen foods 0 degrees Fahrenheit or below.~~

## **G. HOTELS, MOTELS AND TOURIST ROOMING HOUSES**

16.07-1 REQUIREMENT. No person, party, firm or corporation shall operate a Hotel, Motel, or Tourist Rooming House, as defined in ATCP 72 DHS-195 of the Wisconsin Administrative Code, without first obtaining a license therefor from the Division, nor operate contrary to the terms and conditions of this Ordinance or ATCP 72 DHS-195 of the Wisconsin Administrative code, which is incorporated herein by reference and made a part of this Ordinance as is fully set forth herein.

16.07-2 APPLICATION.

(a) License application for any of the above shall be made to the Division, on forms supplied by the Division, and shall be accompanied by the appropriate license fee and pre-inspection fee. Licenses hereunder shall not be issued or renewed by the Division unless and until the Health Officer determines and certifies compliance of the premises to be licensed with all of the applicable terms and conditions of ATCP 72 DHS-195, Wis. Admin. Code and this ordinance. The Health Officer shall certify compliance prior to issuance or renewal.

16.07-3 LICENSE FEES. The fees for licenses issued pursuant to this section shall be as follows:

Hotel/Motel  
(a) 5 - 30 rooms     \$307299.00

- (b) 31 - 99 rooms \$~~38071.00~~ (c) 100 – 199 rooms \$~~45342.00~~
- (d) 200 or more rooms \$~~51704.00~~
- (e) Pre-Inspection/Plan Review Fee

5-30 rooms = \$125.00      31-99 rooms = \$200.00      100 – 199 rooms = \$275.00  
 200 or more rooms = \$350.00

- (f) Late Renewal Fee \$100.00

#### Tourist Rooming House

- (g) 1 - 4 rooms \$~~19684.00~~
- (h) Pre-Inspection/Plan Review Fee \$150.00
- (i) Late Renewal Fee \$100.00

In addition to the above scheduled fees, the licensee shall pay any State of Wisconsin administrative fee, the amount of which is on file with the Division.

16.07-4 LICENSE PERIOD. The license period for licenses issued pursuant to this section shall be one year from July 1st through June 30th, except that permits initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year.

## H. RECREATIONAL AND EDUCATIONAL CAMPS

16.08-1 REQUIREMENT. No person shall operate a Recreational and Educational Camp within Kenosha County without first obtaining a license therefor from the Division, nor shall operate contrary to the terms and conditions of this Ordinance or ATCP 78 DHS-175 of the Wisconsin Administrative Code, which is incorporated herein by reference and made a part of this ordinance as if fully set forth herein.

### 16.08-2 APPLICATION.

- (a) License application for recreational and educational camps shall be made to the Division, on forms supplied by the Division, and shall be accompanied by the appropriate license fee and pre-inspection fee. A license shall not be issued or renewed by the Division, unless and until the Health Officer determines and certifies that the premises comply with all of the terms and conditions of ATCP 78 DHS-175, Wis. Admin. Code and this ordinance. The Health Officer shall certify compliance prior to issuance or renewal.

16.08-3 LICENSE FEES. Fees for licenses issued pursuant to this section shall be as follows:

- (a) License \$~~26962.00~~
- Late Renewal Fee \$100.00
- Preinspection/Plan Review Fee \$200.00

In addition to the above scheduled fees, the licensee shall pay any State of Wisconsin administrative fee, the amount of which is on file with the Division.

16.08-4 LICENSE PERIOD. The license period for licenses issued pursuant to this section shall be one year from July 1st through June 30th, except that permits initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year.

## I. PUBLIC SWIMMING POOLS

16.09-1 REQUIREMENT. No person, party, firm, or corporation shall operate a Public Swimming Pool, as defined in SPS 390 and ~~ATCP 76 DHS-172~~, Wisconsin Administrative Code, without first obtaining a license therefor from the Division, nor shall operate contrary to the terms and conditions of this ordinance or SPS 390 and ~~ATCP 76 DHS-172~~ of the Wisconsin Administrative Code, which are incorporated herein by reference and made a part of this Ordinance as if fully set forth herein.

### 16.09-2 APPLICATION.

(a) License application for public swimming pools shall be made to the Division, on forms supplied by the Division, and shall be accompanied by the appropriate license fee and pre-inspection fee. Licenses hereunder shall not be issued or renewed by the Division unless and until the Health Officer determines and certifies compliance of the premises to be licensed with all of the applicable terms and conditions of SPS 390 and ~~ATCP 76 DHS-172~~, Wis. Admin. Code and this ordinance. The Health Officer shall certify compliance prior to issuance or renewal.

16.09-3 LICENSE FEES. Fees for licenses issued pursuant to this section shall be as follows:

(a) Indoor Pools	\$4 <del>10</del> 7.00	(b) Outdoor Pools	\$26 <del>9</del> 2.00	(c) Additional Pools
\$19 <del>6</del> 4.00	Late Renewal Fee	\$100.00		
	Preinspection/Plan Review Fee			\$300.00

In addition to the above scheduled fees, the licensee shall pay any State of Wisconsin administrative fee, the amount of which is on file with the Division.

16.09-4 LICENSE PERIOD. The license period for licenses issued pursuant to this section shall be one year from July 1st through June 30th, except that permits initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year.

## J. CAMPGROUNDS

16.10-1 REQUIREMENT. No person, party, firm or corporation shall operate a Campground, as defined in ~~ATCP 79 DHS-178~~ of the Wisconsin Administrative Code, without first obtaining a license therefor from the Division, nor shall operate contrary to the terms and conditions of this ordinance or ~~ATCP 79 DHS-178~~ of the Wisconsin Administrative Code, which is incorporated herein by reference and made a part of this Ordinance as if fully set forth herein.

#### 16.10-2 APPLICATION.

- (a) License applications for campgrounds shall be made to the Division, on forms supplied by the Division, and shall be accompanied by the appropriate license fee and pre-inspection fee. Licenses hereunder shall not be issued or renewed by the Division unless and until the Health Officer determines and certifies compliance of the premises to be licensed with all of the applicable terms and conditions of ATCP 79 DHS-478, Wis. Admin. Code and this ordinance. The Health Officer shall certify compliance prior to issuance or renewal.

#### 16.10-3 LICENSE FEES. Fees for licenses issued pursuant to this section shall be as follows:

(a) 1 - 25 Sites	\$2 <del>3226</del> .00	(b) 26 - 50 Sites	\$299 <del>306</del> .00	(c) 51 - 100 Sites	
\$3 <del>8071</del> .00		(d) 100 - 199 Sites	\$4 <del>5342</del> .00	(e) Over 200 Sites	\$4 <del>8977</del> .00
(f) Special Event Campground-	\$117 <del>120</del> .00	(g) Late Renewal Fee	\$100.00		
(h) Preinspection/Plan Review Fee					\$250.00

In addition to the above scheduled fees, the licensee shall pay any State of Wisconsin administrative fee, the amount of which is on file with the Division.

16.10-4 LICENSE PERIOD. The license period for licenses issued pursuant to this section shall be one year from July 1st through June 30th, except that permits initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year.

### K. MOBILE HOME PARKS

16.11-1 REQUIREMENT. No person, party, firm or corporation shall operate a Mobile Home Park without first obtaining a license therefor from the Division, nor shall operate contrary to the terms and conditions of this ordinance or SPS 326 of the Wisconsin Administrative Code, which is incorporated herein by reference and made a part of this Ordinance as if fully set forth herein.

#### 16.11-2 APPLICATION.

- (a) License application for mobile home parks shall be made to the Division, on forms supplied by the Division, and shall be accompanied by the appropriate license fee and pre-inspection fee. Licenses hereunder shall not be issued or renewed by the Division unless and until the Health Officer determines and certifies compliance of the premises to be licensed with all of the applicable terms and conditions of SPS 326, Wis. Admin. Code and this ordinance. The Health Officer shall certify compliance prior to issuance or renewal.

#### 16.11-3 LICENSE FEES. Fees for licenses issued pursuant to this section shall be as follows:

(a) 1 - 20 sites	\$26 <del>92</del> .00	(b) 21 - 50 sites	\$34 <del>234</del> .00	(c) 51 - 100 sites	
\$4 <del>197</del> .00		(d) 101 - 175 sites	\$4 <del>9384</del> .00	(e) More than 175 sites	\$5 <del>2444</del> .00
(f) Late Renewal Fee	\$100.00				

(g) Preinspection/Plan Review Fee

\$250.00

In addition to the above scheduled fees, the licensee shall pay any State of Wisconsin administrative fee, the amount of which is on file with the Division.

16.11-4 LICENSE PERIOD. The license period for licenses issued pursuant to this section shall be one year from July 1st through June 30<sup>th</sup>. New licenses obtained from April 1 through June 30 will be assessed 25% of the license fee.

## **L. TATTOO AND BODY PIERCING ESTABLISHMENTS**

16.12-1 AUTHORITY. This section is hereby adopted pursuant to the authority granted in Sec. 252.245(6), Wis. Stats., as may hereinafter be amended.

16.12-2 COMPLIANCE. No Tattoo or body piercing establishment, or a combined tattoo and body piercing establishment as defined in DSPS 221DHS-173 may operate contrary to the terms set forth in this ordinance, Kenosha County Board of Health regulation and DSPS 221DHS-173, Wis. Admin. Code, as may hereinafter be amended, which are incorporated herein by reference and made a part of this ordinance as if set forth fully herein.

### **16.12-3 REQUIREMENT OF A LICENSE.**

- (a) Establishment. No person shall operate a tattoo establishment, as defined in DSPS 221DHS-173, Wis.Admin. Code, or a body piercing establishment, as defined in DSPS 221DHS-173, Wis. Admin. Code, or a combined tattoo and body piercing establishment in Kenosha County unless the person has obtained a valid license for the operation of the establishment from the Division.
- (b) Practitioner. No person may tattoo or body pierce, as defined in DSPS 221DHS-173 Wis. Admin. Code, another person, use or assume the title of tattooist or body piercer, as defined in DSPS 221 DHS-173 Wis. Admin. Code, or designate or represent himself or herself as a tattooist or body piercer, unless the person has obtained a valid license from the Division. No license from the Division will be required in the event the State of Wisconsin assumes responsibility for licensing practitioners.

### **16.12-4 APPLICATION.**

- (a) An application for a license to operate a tattoo and/or body piercing establishment shall be made to the Division, on forms supplied by the Division and shall be accompanied by the appropriate license fee and pre-inspection fee, where applicable. A license shall not be issued or renewed by the Division unless the establishment is in full compliance with the terms of this Ordinance, DSPS 221HFS-173, Wis. Admin. Code, and any applicable Board of Health regulation, as may hereinafter be amended. The Health Officer shall certify compliance prior to issuance or renewal.

### **16.12-5 LICENSE FEES.**

- (a) The operator of a tattoo establishment or body-piercing establishment or a combined tattoo and body piercing establishment shall pay an annual license fee to the Division as follows:

- (1) Tattoo Establishment \$~~262~~269.00
- (2) Body-piercing Establishment \$~~269~~2.00
- (3) Tattoo and Body-piercing Establishment \$~~380~~71.00
- (4) Temporary Establishment (per event) \$~~196~~1.00
- (5) Pre-Inspection/Plan Review Fee \$200.00
- (6) Late Renewal Fee \$100.00

- (b) State Fees. In addition to the required fees set forth in par. (a) above, an applicant/licensee shall pay any applicable State of Wisconsin administrative fees, in an amount which is on file with the Division.

16.12-6 LICENSE PERIOD. The license period for licenses issued pursuant to this section shall be from July 1 through June 30. Those licenses initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year.

# Kenosha



# County

## BOARD OF SUPERVISORS

ORDINANCE NO. \_\_\_\_\_

Subject: Action 50 LLC., 420 W. Westleigh Rd., Lake Forest, IL 60045 (Owner), Keith Favaro, Favaro Auction Service LLC, 4308 376th Ave., Burlington, WI 53105 (Agent), requesting a rezoning from A-2 General Agricultural Dist. & B-3 Highway Business Dist. to B-3 Highway Business Dist. on Tax Parcel #95-4-219-323-0305 located in the SW ¼ of Section 32, T2N, R19E, Town of Wheatland

Original ☐                      Corrected ☐                      2nd Correction ☐                      Resubmitted ☐

Date Submitted: November 21, 2017

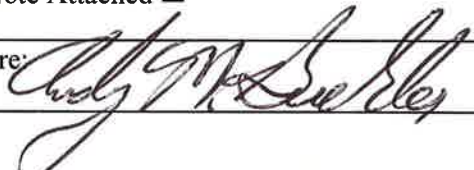
Date Resubmitted:

Submitted By: Planning Development &  
Extension Education Committee

Fiscal Note Attached ☐

Legal Note Attached ☐

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

Signature: 

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

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

That the zoning of Tax Parcel #95-4-219-323-0305 located in the SW ¼ of Section 32, T2N, R19E, Town of Wheatland, be changed as follows:

from A-2 General Agricultural District & B-3 Highway Business Dist. to B-3  
Highway Business District

**Action 50 LLC (Owner)**  
**Keith Favaro (Agent)**

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

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

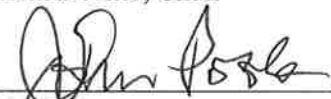
Approved by:

PLANNING, DEVELOPMENT  
& EXTENSION EDUCATION  
COMMITTEE

Aye   No   Abstain   Excused

  
Erin Decker, Chair

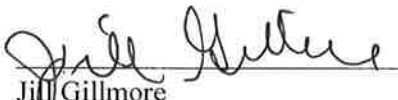
☒   ☐   ☐   ☐

  
John Poole, Vice Chair

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\_\_\_\_\_  
Michael Skalitzky

☐   ☐   ☐   ☒

  
Jill Gillmore

☒   ☐   ☐   ☐

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Steve Bostrom

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## REZONING SITE MAP

## PETITIONER(S):

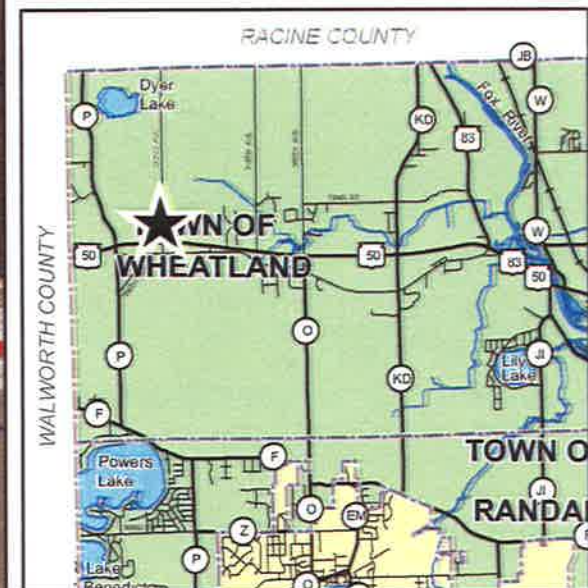
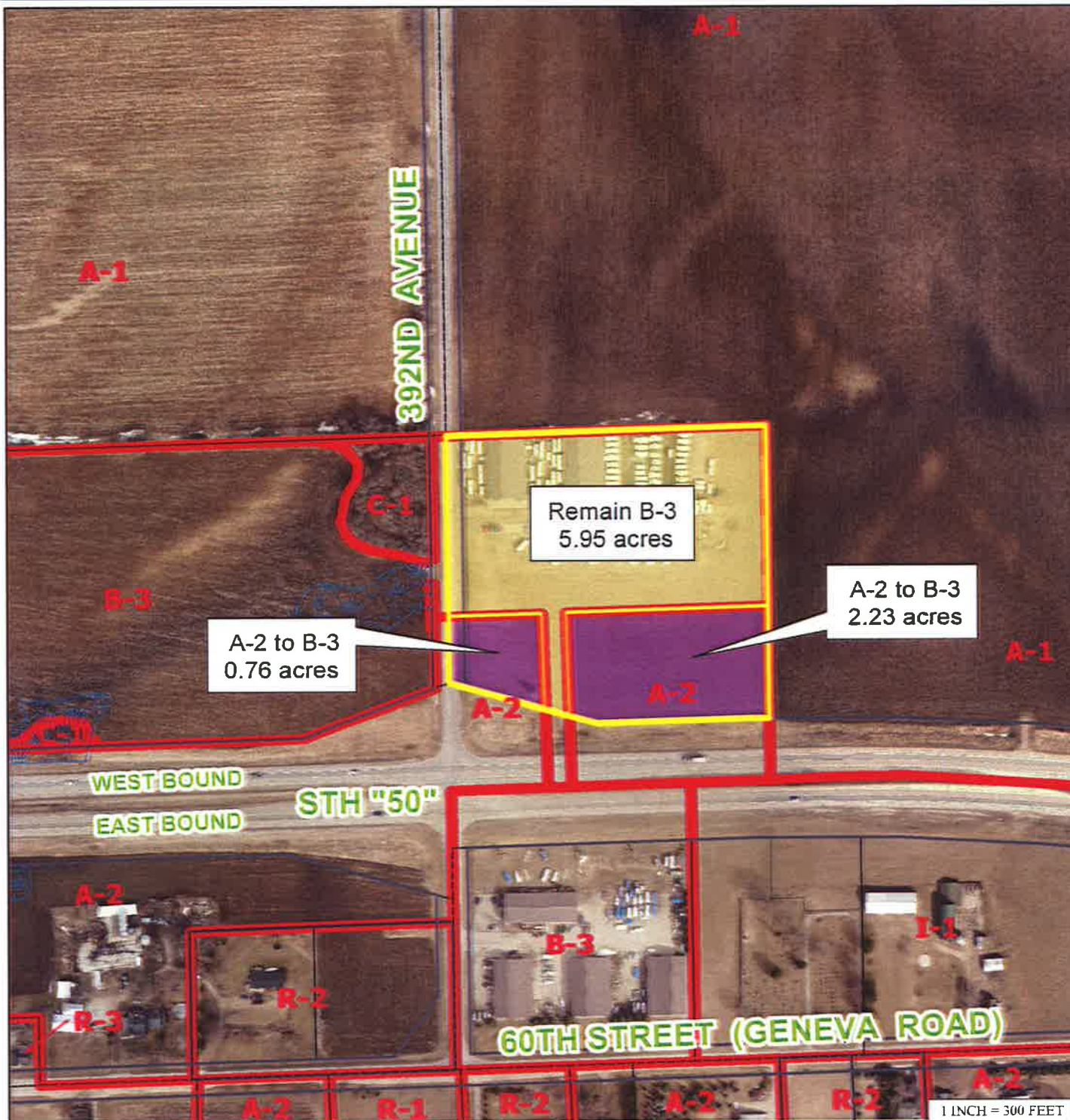
Action 50 LLC (Owner), Keith Favaro.  
Favaro Auction Service LLC (Agent)

LOCATION: SW 1/4 of Section 32,  
Town of Wheatland

TAX PARCEL(S): #95-4-219-323-0305

## REQUEST:

Requesting a rezoning from A-2 General Agricultural District & B-3 Highway Business District to B-3 Highway Business District.



1 INCH = 300 FEET

# County of Kenosha

## Board of Supervisors

Resolution No. \_\_\_\_

### A RESOLUTION AUTHORIZING ENTRY INTO THE PACE (PROPERTY ASSESSED CLEAN ENERGY) COMMISSION

Original <u>X</u> Corrected <u>   </u> 2 <sup>nd</sup> Correction <u>   </u> Resubmitted <u>   </u>			
Date Submitted:                      Date resubmitted:			
Submitted by: Finance/Administration Committee			
Fiscal Note Attached: <u>   </u> Legal Note Attached: <u>   </u>			
Prepared By: Joseph M. Cardamone III, Corporation Counsel and Barna Benc, Budget Director			

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

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

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

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

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

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

**WHEREAS**, Kenosha County and other counties, with the support and counsel of the Wisconsin Counties Association, League of Wisconsin Municipalities, Green Tier Legacy Communities and other stakeholders, have studied the possibility of creating a commission pursuant to Wis. Stat. § 66.0301 to be known as the Wisconsin PACE Commission (“Commission”); and

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

**WHEREAS**, it is in Kenosha County’s best interests to join the Wisconsin PACE Commission and authorize the execution of the Commission Agreement; and

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

**WHEREAS**, attached to this Resolution is the proposed ordinance which will be considered at the same meeting at which this Resolution is being considered (“PACE Ordinance”); and

**WHEREAS**, adoption of the PACE Ordinance is a necessary condition to Kenosha County entering into the Commission Agreement; and

**WHEREAS**, it is the intent of this Resolution to authorize Kenosha County to become a member of the Commission and authorize a duly-appointed representative of Kenosha County to finalize and execute the final Commission Agreement in substantially the form of the draft Commission Agreement attached to this Resolution;

**THEREFORE, BE IT RESOLVED:**

That the Kenosha County Board of Supervisors hereby approves the draft Commission Agreement, a copy of which is attached to this Resolution, and authorizes and directs the Kenosha County Executive to sign such document after receipt of preliminary approval from the other participating municipalities, approval from the Kenosha County official duly-appointed to approve the final form of the Commission Agreement and approval of the Kenosha County Corporation Counsel; and

**BE IT FURTHER RESOLVED:**

That the County Executive is hereby directed to act as Kenosha County’s official representative in relation to the final approval of the form of the Commission Agreement and to otherwise take all action necessary to effectuate the intent of this Resolution; and



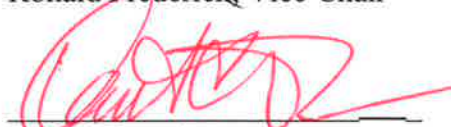
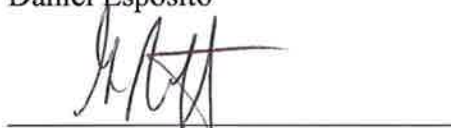

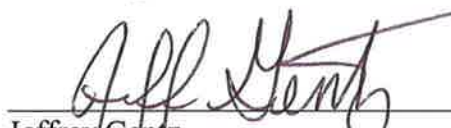
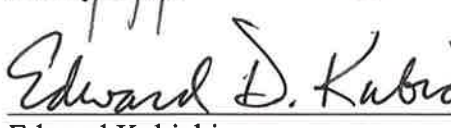
**AND BE IT FINALLY RESOLVED:**

That the County Executive is hereby directed to designate a Kenosha County "Representative Director" of the Board of Directors of the Commission in accordance with the Commission Agreement, said "Representative Director" to be either the County Executive or a member of the County Board of Supervisors who shall serve at the pleasure of the County Executive.

All of which is respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Approved by:

Finance and Administration Committee

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
 Terry Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Ronald Frederick, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Daniel Esposito	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Greg Retzlaff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Rick Dodge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jeffrey Gentz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Edward Kubicki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## JOINT EXERCISE OF POWERS AGREEMENT

relating to

### WISCONSIN PACE COMMISSION

a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes

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

#### WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 7. Governance; Administration**

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

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

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

(2) *Nominee Directors.*

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

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

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

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

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

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

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

(c) Meetings of the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 15. Indemnification.** To the fullest extent permitted by law, the Board shall cause the Commission to indemnify any person who is or was a Director or an officer, employee of other agent of the Commission, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Commission, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in con-

nection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Commission and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Commission, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created.

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

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

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

**Section 19. Amendments.**

(a) Amendments to the Agreement may be proposed by the Board or by any two Members. Except as provided in Section 13 and in Subsection (c), below, this Agreement shall not be amended, modified, or altered, without the affirmative approval of the Board and the affirmative written consent of each of the Members; *provided*, that if the number of Members exceeds ten (10) in number, this Agreement may also be amended with the affirmative approval of the Board and negative consent of each Member. To obtain the negative consent of the Members, the following procedure shall be followed: (i) the Commission shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (ii) the Commission shall provide each Member who did not respond a reminder notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (iii) if no Member objects to the proposed amendment in writing within sixty (60) days after

the initial notice, the proposed amendment shall become effective with respect to all Members. No amendment may impose a direct financial obligation on any Member without that Member's affirmative written consent.

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

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

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

**Section 22. Miscellaneous.**

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

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

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

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

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

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

*[SIGNATURES ON FOLLOWING PAGE]*

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

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

**Joint Exercise of Powers Agreement**  
**relating to**  
**WISCONSIN PACE COMMISSION**

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**EXHIBIT A**  
**Model Pace Ordinance**

***Kenosha***



***County***

**BOARD OF SUPERVISORS.**

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

Subject:

RESOLUTION AUTHORIZING A LOAN IN AN AMOUNT NOT TO EXCEED  
\$6,165,000 TO BEAR DEVELOPMENT, LLC FOR THE PURPOSE OF ACQUIRING  
AND CONSTRUCTING HOMES FOR THE AGED AND INDIGENT

Original **XX**      Corrected ☐      2nd Correction ☐      Resubmitted ☐

Date Submitted:

Date Resubmitted:

Submitted By:

Finance/Administration Committee

Fiscal Note Attached ☐

Legal Note Attached ☐

Prepared By:

Bear Development, LLC

Signature:

RESOLUTION AUTHORIZING LOANS IN AN AMOUNT NOT TO EXCEED  
\$6,165,000 TO BEAR DEVELOPMENT, LLC FOR THE PURPOSE OF ACQUIRING AND  
CONSTRUCTING HOMES FOR THE AGED AND INDIGENT

WHEREAS, Bear Development, LLC ( together with its affiliates and assigns, hereby referred to herein as "Bear") has requested four loans in the aggregate amount not to exceed \$6,165,000 (each the "Loan" and collectively the "Loans") to assist with the financing of the construction of two separate apartment developments each of which would provide homes for the aged and indigent (each the "Project" and collectively the "Projects") in Kenosha County (the "County") and are further described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, counties are authorized by the provisions of Section 59.52(6)(d), Wisconsin Statutes, to acquire and construct homes for the aged and indigent; and

WHEREAS, the County Board of Supervisors has determined that the Projects constitute homes for the aged and indigent and assisting in the financing of the Projects is desirable to support the needs of the County and the residents thereof; and

WHEREAS, in order to finance and undertake either or both Projects it is necessary and desirable for the County to enter into a purchase and sale agreement (the "Agreement") with Bear for the following purposes: (1) Bear conveying all real property necessary to undertake the Project to the County in exchange for the proceeds of the Loan(s) and (2) the County immediately transferring back to Bear the same real property in exchange for Bear's agreement to make payments under the Loan(s); and

WHEREAS, it is also necessary and desirable for the County to authorize officers of the County to further negotiate the terms of the Loan(s) within the parameters established in this resolution and obtain an irrevocable letter of credit (the "LOC") to further secure Bear's obligation to repay each Loan in the form attached hereto as Exhibit B and incorporated herein by this reference;

NOW THEREFORE, BE IT RESOLVED by the County Board of Supervisors of Kenosha County that:

Section 1. Authorization of the Loan and Loan Commitment. Subject to the conditions specified in Section 3 below, the County hereby authorizes an appropriation of funds in an amount not to exceed \$6,165,000 to make four Loans to Bear for the purpose of carrying out the Projects. Officers of the County are hereby authorized to enter into all agreements necessary to providing the Loan(s) and securing the County's interests in repayment of the Loan(s), including the LOC. The Director of Administration and Finance is hereby authorized to draw on the LOC at any time without further approval in order to secure the repayment of the Loan(s). The County shall charge Bear an origination fee in an amount not to exceed 2.50% of the principal amount of each Loan.

The County Executive or Director of Administration and Finance is authorized to execute and provide Bear with the loan commitments for the Loan(s) in the forms attached as Exhibit C.

Section 2. Authorization of the Agreement. The County hereby authorizes the acquisition of any and all real property associated with the Project and the immediate transfer of such real property back to Bear pursuant to the terms of the Agreement.

Section 3. Conditions and Terms of the Loans. The Director of Administration and Finance of the County is hereby authorized to make the Loan(s) on the general terms set forth in subsection (a) below, subject to satisfaction by Bear of the conditions in (b)-(d) below:

(a) The exact terms of any Loan may be approved by the Director of Administration within the following parameters:

- (1) the term shall not exceed 20 years;
- (2) repayment of principal of any first mortgage loan shall be amortized over 30 years;
- (3) repayment of any subordinate loan shall be subject to available cash flow of the Project;
- (4) a balloon payment may be allowed at the end of any loan;
- (5) the interest rate charged on the Loan shall not exceed the annual long term Applicable Federal Rate (as determined by the IRS) at the time the Loan is issued and such interest payments shall be amortized over the term of the loan and payable at least annually; and
- (6) Bear shall reimburse the County for all reasonable costs the County may incur in making the Loan.

(b) the County shall receive the LOC in the form substantially the same as attached hereto.

(c) the County shall receive an executed promissory note from Bear in the amount of the Loan and satisfactory to Corporation Counsel or outside counsel of the County.

(d) the County shall receive an executed Agreement to convey the real property as described herein.

No Loan shall be made and no funds delivered to Bear until the conditions in (b) – (d) are satisfied by Bear. Upon satisfaction of these conditions, the Director of Administration is authorized to execute the necessary documents, including those provided for herein to make the Loan(s).

Section 4. Professionals for the Transaction. The County is hereby authorized to hire Quarles & Brady LLP and Ehlers & Associates, Inc. and any other professionals deemed necessary to provide professional services to aid the County in undertaking the transactions described in this Resolution. Bear has agreed to pay any and all such fees charged by such professionals.

Section 5. Execution of Documents. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Loans, including but not limited to the documents specifically referenced in this Resolution.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this \_\_\_\_ day of November, 2017.

\_\_\_\_\_  
County Board Chairperson

Attest:

\_\_\_\_\_  
County Clerk

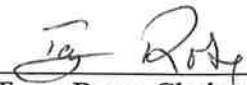
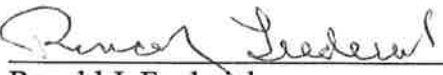
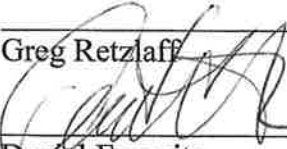
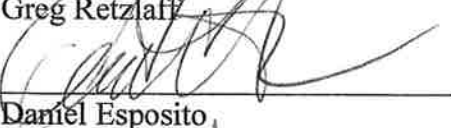
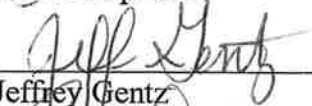

\_\_\_\_\_  
County Executive

(SEAL)

Resolution authorizing a loan in an amount not to exceed \$6,165,000 to Bear Development, LLC for the purpose of acquiring and constructing homes for the aged and indigent.

Approved by:

**FINANCE/ADMINISTRATION COMMITTEE:**

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

## EXHIBIT A

### Description of the Projects Provided by Bear

#### **Project Summary Parkview**

The proposed project located on 8.2 acres on Sheridan Road at the location of the former Parkview Tavern. The development will total 100 units consisting of a high quality 84-unit independent senior housing facility as well as 16 townhomes catering to working local families.

The 84-unit building is designed as a four-story elevated structure for independent seniors taking advantage of great Lake Michigan views and topography. The exterior will consist of high quality masonry materials (brick, stone, LP smart siding or hardiboard). The final design aesthetic will be finalized during the Village of Somers approval process with staff and elected officials feedback ensuring a high quality and attractive building that all stakeholders will be proud of. Common areas and amenity space will cater to a senior's needs including a spacious community room featuring a full kitchen with ample outdoor space, onsite management office as well as a fitness area. The interior unit designs and floor plans will be "*barrier free*" allowing seniors with mobility challenges to live comfortably within their space while maintaining an aesthetically pleasing unit. All units will have the ability for washers and dryers within the unit. The proposed financing structure allows for seniors at a variety of income levels to call the development home. Many seniors on fixed budgets have limited housing choices, this development will provide a high quality and amenity rich option not currently available within the Village. The building shall have a mix of one and two bedroom units with approximate sizes of 700 square feet one bedroom's and 1,025 square feet for the two bedroom units.

The 16 townhomes will comprise of two, eight-unit buildings placed on the site to create an aesthetically pleasing and functional courtyard with significant green space and age appropriate play equipment. Similar to the senior building, the townhomes will be constructed of high quality masonry materials (brick, stone, LP smart siding or hardiboard) in an attractive manor. The design will be finalized during the approval process with input from staff and elected officials. While the townhome's and senior building are designed to function independently the exterior building façades shall complement each other to create a cohesive development. The development will be financed with a variety of capital sources including WHEDA Low Income Housing Tax Credits. These credits allow us to construct a high-quality building with ample amenities while charging moderate rents for working families. All residents must pass a strict background and credit check, provide prior landlord references and prove ample income to pay the rent.

The development shall also include a series of detached garages, the exact number of which shall be determined in conjunction with Village feedback. All buildings shall comply with the Wisconsin Green Built Homes standards for energy efficiency and include high quality interior finishes such as 6ml Laminate Vinyl Plank "LVP" flooring and Energy Star rated appliances. In addition to providing high quality housing, Bear will partner with local service providers to connect senior residents with needed services. Providing these services allows our residents to age in place, living healthy lives with ample opportunities for social involvement. We always take great pride in the health and vibrancy of our senior communities.

## **Project Summary Meadows of Mill Creek Phase II**

The proposed development is located in the already platted and improved Meadows of Mill Creek duplex development in Salem, WI. Meadows of Mill Creek was approved as a 68 unit development (34 duplexes) in 2004 and construction of the last 36 units will successfully complete the project. In 2012, 24 of the units (12 duplexes) were constructed in large part to receiving a WHEDA tax credit award and the development currently has a waiting list for any available unit. All duplexes shall be constructed in strict conformance to the already approved design, plans and exterior materials approved by Kenosha County and Salem. Meadows of Mill Creek an attractive development with private roads, ponds, gazebo, picnic shelter and age appropriate play equipment and shall be maintained and enhanced by the proposed second phase. All units shall feature spacious three-bedroom floor plans in either a ranch or two-story townhome style. The size of the ranch style unit will be approximately 1,470 square feet and the townhomes 1,700 square feet. Each unit will feature a front patio as well as a side and or back patio with access the living room.

The development will be financed with a variety of capital sources including WHEDA Low Income Housing Tax Credits. These credits allow us to construct a high-quality building with ample amenities while charging moderate rents for working families. All residents must pass a strict background and credit check, provide prior landlord references and prove ample income to pay the rent.

EXHIBIT B

Form of LOC

(See Attached)

## IRREVOCABLE LETTER OF CREDIT

TO: Kenosha County

RE: Irrevocable Letter of Credit No. \_\_\_\_\_  
Applicant: Bear Development, LLC

County Board of Supervisors:

The undersigned, SOUTHPORT BANK, a Wisconsin Banking Corporation ("Issuer"), by its duly authorized officer, hereby irrevocably issues to Kenosha County, a Wisconsin quasi-municipal corporation ("Lender") this Irrevocable Letter of Credit in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00 (the "Maximum Amount"), which credit may be drawn by the Lender as herein provided. The conditions precedent to a draw being permitted under this Letter of Credit are found below.

This Letter is provided to Lender as security for Applicant's obligation under and pursuant to a Promissory Note in the original principal amount of \$ \_\_\_\_\_ executed on the even date hereof by the Applicant, in favor of Lender in connection with the [Parkview][Meadows of Mill Creek Phase II ] project (the "Promissory Note").

Funds drawn from time to time under this Letter of Credit are available to the Lender upon presentation of a certificate (with all blanks appropriately completed) in the form of Exhibit A attached hereto executed by Lender. the following:

Drawing(s) may be made by Lender in person or by facsimile at the address set forth below for the Issuer, in part or in full and without regard to whether the Promissory Note is in default or otherwise. If a drawing(s) exhausts the Maximum Amount, the Letter of Credit will be retained by Issuer. If a partial drawing is presented and paid, the amount available for draws by the Lender under this Letter of Credit (the "Available Amount") will be reduced automatically by the amount of any drawing hereunder.

This Irrevocable Letter of Credit shall terminate on the earlier of the following to occur:

A. \_\_\_\_\_, 20\_\_; or

B. Upon the payment in full of the amount due to Lender by Applicant under and pursuant to the Promissory Note.

Any and all notices associated with this Irrevocable Letter of Credit shall be delivered as follows:

If to Lender: Kenosha County  
Attn: County Executive  
1010 56<sup>th</sup> Street  
Kenosha, WI 53140

If to Issuer: Southport Bank  
Attn: Russ Weyers, President and CEO  
7027 Green Bay Road  
Kenosha, WI 53142  
Fax: \_\_\_\_\_

If to Applicant: Bear Development, LLC  
Attn: S. R. Mills  
4011 – 80<sup>th</sup> Street  
Kenosha, WI 53142

Issuer certifies that all acts, requirements and other preconditions for the issuance of this Letter of Credit have been completed and that this Letter of Credit is in full force and effect upon execution by Issuer.

Issuer agrees that all demands made in conformity with the Letter of Credit will be duly honored upon presentation in conformity with its forms. If, within seven (7) business days after the date any demand made in conformity with Letter of Credit is presented, the Issuer fails to honor same, Issuer agrees to pay all reasonable attorney fees, court costs and other expenses incurred by Lender in enforcing the terms of this Letter of Credit.

This Letter of Credit is governed by, and construed in accordance with the laws of the State of Wisconsin, including without limitation the Uniform Commercial Code as in effect in the State of Wisconsin, without regard to principles of conflicts of laws.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

*[signatures on following page]*

SOUTHPORT BANK

By: \_\_\_\_\_  
Name: Russ Weyers  
Title: President and CEO

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me on \_\_\_\_\_, 2017, the above named Russ Weyers, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

COUNTERSIGNED:

Bear Development, LLC

By: \_\_\_\_\_  
Name: Stephen R. Mills  
Title: Authorized Member

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me on \_\_\_\_\_, 2017, the above named Stephen R. Mills, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

EXHIBIT A  
TO  
SOUTHPORT BANK  
IRREVOCABLE LETTER OF CREDIT  
NO. \_\_\_\_\_  
DRAWING CERTIFICATE

Southport Bank  
Attn: [Timothy C. Schadeberg, President and CEO or Russ Weyers]  
7027 Green Bay Road  
Kenosha, WI 53142

Ladies and Gentlemen:

The undersigned individual, a duly authorized representative of Kenosha County (the "*Lender*"), hereby certifies on behalf of the Lender as follows with respect to (i) that certain Irrevocable Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 2017 (the "*Letter of Credit*"), issued by Southport Bank (the "*Issuer*") in favor of the Lender; and (ii) that certain Promissory Note (as defined in the Letter of Credit):

1. The Lender is entitled to make this drawing in the amount of U.S. \$\_\_\_\_\_ with respect to principal, interest and other amounts outstanding pursuant to the Promissory Note.
2. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Promissory Note and, when added to the amount of any other drawings under the Letter of Credit, does not exceed the Available Amount (as defined in the Letter of Credit).
3. Payment by the Issuer pursuant to this drawing shall be made to \_\_\_\_\_, ABA Number \_\_\_\_\_, Account Number \_\_\_\_\_, Attention: \_\_\_\_\_, Re: \_\_\_\_\_.
4. Upon payment of the amount drawn hereunder, the Issuer is hereby directed to permanently reduce the Available Amount by U.S. \$[insert amount of reduction] and the Available Amount shall thereupon equal U.S. \$[insert new Available Amount].

(Signature Page Follows)

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

KENOSHA COUNTY

\_\_\_\_\_  
By:  
[Title of Authorized Representative]

EXHIBIT C

Form of Loan Commitments

(See Attached)

ON COMPANY LETTERHEAD

November XX, 2017

Mr. SR Mills, President  
Bear Development, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

Re: Loan Commitment for Parkview in Somers

Dear Mr. Mills-

We are excited to work with Bear Development (Bear) on its proposed Parkview development of 100 units of multifamily housing which will be located in Somers. We understand that Bear will be applying for 9% low-income housing tax credits through WHEDA and we are very supportive of the development effort. We commit to providing a loan to the development under the terms outlined below.

- Amount: \$750,000
- Term: 20 Years
- Amortization: 20 Years
- Payments: Payments will be subject to available cash flow with a balloon payment due at the end of the loan term
- Interest Rate: 2.50% (rate will be at or below the long term annual AFR at the time of the financial closing)
- Origination Fee: 2.50% of loan amount
- Security: The loan will be evidenced by a promissory note in the amount of the loan and secured by a letter of credit in the full amount of the loan and payable at any time on demand
- Guarantor: Bear Development, LLC

The housing that would be created by Parkview is much needed in the community and we are pleased to be a part of the development effort.

Please contact me at 262-653-2640 or [dave.geertsen@kenoshacounty.org](mailto:dave.geertsen@kenoshacounty.org) with any questions.

Sincerely,

Dave Geertsen, Director  
Kenosha County  
Department of Finance and Administrative Services

## ON COUNTY LETTERHEAD

November XX, 2017

Mr. SR Mills, President  
Bear Development, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

Re: Loan Commitment for Parkview in Somers

Dear Mr. Mills-

We are excited to work with Bear Development (Bear) on its proposed Parkview development of 100 units of multifamily housing which will be located in Somers. We understand that Bear will be applying for 9% low-income housing tax credits through WHEDA and we are very supportive of the development effort. We commit to providing a permanent loan to the development under the terms outlined below.

- Amount: \$3,165,000
- Funding: Loan will fund when the project reaches stabilized operations, which will be defined as being 90% occupied for a minimum of 90 days while meeting the minimum debt coverage ratio set forth below.
- Term: 15 Years
- Amortization: 30 Years
- Debt Coverage Ratio: 1.15x
- Loan-to-value: 90%
- Monthly Payments: \$150,067 with a balloon payment due after year 15
- Interest Rate: 2.50% (rate will be at or below the long term annual AFR at the time of the financial closing)
- Origination Fee: 2.50% of loan amount
- Security: The loan will be evidenced by a promissory note in the amount of the Loan, first position mortgage lien and secured by a letter of credit in the full amount of the loan and payable at any time on demand
- Guarantor: Bear Development, LLC

The housing that would be created by Parkview is much needed in the community and we are pleased to be a part of the development effort.

Please contact me at 262-653-2640 or [dave.geertsen@kenoshacounty.org](mailto:dave.geertsen@kenoshacounty.org) with any questions.

Sincerely,

Dave Geertsen, Director  
Kenosha County  
Department of Finance and Administrative Services

ON COMPANY LETTERHEAD

November XX, 2017

Mr. SR Mills, President  
Bear Development, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

Re: Loan Commitment for Meadows of Mill Creek Phase II in Salem Lakes

Dear Mr. Mills-

We are excited to work with Bear Development (Bear) on its proposed second phase of the Meadows of Mill Creek development which is proposed to be 36 units of duplexes which will be located in Salem Lakes. We understand that Bear will be applying for 9% low-income housing tax credits through WHEDA and we are very supportive of the development effort. We commit to providing a loan to the development under the terms outlined below.

- Amount: \$1,080,000
- Term: 20 Years
- Amortization: 20 Years
- Payments: Payments will be subject to available cash flow with a balloon payment due at the end of the loan term
- Interest Rate: 2.50% (rate will be at or below the long term annual AFR at the time of the financial closing)
- Origination Fee: 2.50% of loan amount
- Security: The loan will be evidenced by a promissory note in the amount of the loan and secured by a letter of credit in the full amount of the loan and payable at any time on demand
- Guarantor: Bear Development, LLC

The housing that would be created by the second phase of the Meadows of Mill Creek is much needed in the community and we are pleased to be a part of the development effort.

Please contact me at 262-653-2640 or [dave.geertsen@kenoshacounty.org](mailto:dave.geertsen@kenoshacounty.org) with any questions.

Sincerely,

Dave Geertsen, Director  
Kenosha County  
Department of Finance and Administrative Services

## ON COUNTY LETTERHEAD

November XX, 2017

Mr. SR Mills, President  
Bear Development, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

Re: Loan Commitment for Meadows of Mill Creek Phase II in Salem Lakes

Dear Mr. Mills-

We are excited to work with Bear Development (Bear) on its proposed second phase of the Meadows of Mill Creek development which is proposed to be 36 units of duplexes which will be located in Salem Lakes. We understand that Bear will be applying for 9% low-income housing tax credits through WHEDA and we are very supportive of the development effort. We commit to providing a loan to the development under the terms outlined below.

- Amount: \$1,170,000
- Funding: Loan will fund when the project reaches stabilized operations, which will be defined as being 90% occupied for a minimum of 90 days while meeting the minimum debt coverage ratio set forth below.
- Term: 15 Years
- Amortization: 30 Years
- Debt Coverage Ratio: 1.15x
- Loan-to-value: 90%
- Monthly Payments: \$55,475 with a balloon payment due after year 15
- Interest Rate: 2.50% (rate will be at or below the long term annual AFR at the time of the financial closing)
- Origination Fee: 2.50% of loan amount
- Security: The loan will be evidenced by a promissory note in the amount of the Loan, first position mortgage lien and secured by a letter of credit in the full amount of the loan and payable at any time on demand
- Guarantor: Bear Development, LLC

The housing that would be created by the second phase of the Meadows of Mill Creek is much needed in the community and we are pleased to be a part of the development effort.

Please contact me at 262-653-2640 or [dave.geertsen@kenoshacounty.org](mailto:dave.geertsen@kenoshacounty.org) with any questions.

Sincerely,

Dave Geertsen, Director  
Kenosha County  
Department of Finance and Administrative Services



# COUNTY OF KENOSHA

Division of Planning & Development

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

## MEMORANDUM

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

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

1. **Resolution** – To Appoint Scott Schutze, Director of the Kenosha County Division of Land Information as Kenosha County Real Property Lister
2. **Tabled Request of New Life Bible Church**, 112 W Main St, Twin Lakes, WI 53181 (Owner), Tracy B. McConnell, 112 W Main St, Twin Lakes, WI 53181 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Medium-Density Residential" to "Medium-Density Residential" and "Governmental and Institutional" on Tax Parcel #60-4-119-172-1000 located in the NW ¼ of Section 17, T1N, R19E, Town of **Randall**
3. **Tabled Request of New Life Bible Church**, 112 W Main St, Twin Lakes, WI 53181 (Owner), Tracy B. McConnell, 112 W Main St, Twin Lakes, WI 53181 (Agent), requesting a **rezoning** from A-2 General Agricultural Dist. & B-3 Highway Business Dist. to I-1 Institutional Dist. & B-3 Highway Business Dist. on Tax Parcel #60-4-119-172-1000 located in the NW ¼ of Section 17, T1N, R19E, Town of **Randall**
4. Certified Surveys.
5. Approval of Minutes.
6. Citizens Comments.
7. Any Other Business Allowed by Law.
8. Adjournment.

Sincerely,

ANDY M. BUEHLER, Director  
Division of Planning & Development

AMB:BF:aw