

### 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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 18th August at 7:30PM., at the Kenosha County Job Center, Use Entrance D. The following will be the agenda for said meeting:

- A. Call To Order By Chairman O'Day
- B. Pledge Of Allegiance
- C. Roll Call Of Supervisors
- D. Citizen Comments

While both the building and the meeting is open to the public, in keeping with the CDC's recommendations on social distancing, members of the public are strongly encouraged not to attend the meeting in person. The meeting will not be available live video stream due to the location. However, the meeting will be accessible for public monitoring by calling 1-408-418-9388 and using Access Code 146 054 6260. Citizens wishing not to attend but to make a public comment in writing may submit such comments to [EMAIL PROTECTED] before 4:30 pm on Tuesday, August 18, 2020.

- E. Announcements Of The Chairman
- F. Supervisor Reports
- G. COUNTY EXECUTIVE APPOINTMENTS
  - 06. Jerry Gulley To Serve On The Racine/Kenosha Community Action Agency Board Documents:

GULLEY - RKCAAB 2020.PDF

07. Christopher Brown To Serve On The Kenosha County Zoning Board Of Adjustments

Documents:

### BROWN - ZONING BOARD - 2020.PDF

08. Joshua Barker To Serve On The Kenosha Joint Services Board

Documents:

### BARKER - JSB 2020 PDF

- H. NEW BUSINESS
- Ordinance One Reading
  - 12. From The Planning, Development & Extension Education Committee An Ordinance Regarding Jeffrey Schmeckel (Owner), Henry Fleck (Agent) Requesting An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" & "PEC" To "Farmland Protection", "General Agricultural And Open Land" & "PEC", Town Of Brighton

Documents:

### ORD SCHMECKEL CPA.PDF

13. From The Planning, Development & Extension Education Committee An Ordinance Regarding Jeffrey Schmeckel (Owner), Henry Fleck (Agent) Requesting A Rezoning From A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist. To A-1 Agricultural Preservation Dist., I-1 Institutional Dist. & C-1 Lowland Resource Conservancy Dist., Town Of Brighton

Documents:

### ORD SCHMECKEL REZONE.PDF

14. From The Planning, Development & Extension Education Committee An Ordinance Regarding Thomas C. Walas (Owner) - Wisconsin Electric Power Co. D/B/A WE Energies, Maria Koerner (Agent) Requesting A Comprehensive Plan Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" & "SEC" To "Farmland Protection", "Governmental And Institutional" & "SEC", Town Of Paris

Documents:

### ORD WALAS CPA.PDF

15. From The Planning, Development & Extension Education Committee An Ordinance Regarding Thomas C. Walas (Owner) - Wisconsin Electric Power Co. D/B/A WE Energies, Maria Koerner (Agent), Requesting A Rezoning From A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist. To A-1 Agricultural Preservation Dist., I-1 Institutional Dist. & C-1 Lowland Resource Conservancy Dist., Town Of Paris

Documents:

### ORD WALAS REZONE.PDF

- J. Resolution One Reading
  - 23. From The Executive Committee A Resolution Expressing Concerns About The

Proposed Dairyland Development

Documents:

### RESOLUTION 8-13-20 ON DAIRLYLAND DEVELOPMENT.PDF

24. From The Finance & Administration Committee A Resolution Authorizing And Providing For The Sale And Issuance Of \$13,360,000\* General Obligation Promissory Notes, Series 2020C, And All Related Details

Documents:

### RES SALE OF NOTES 13 360.PDF

25. From The Finance & Administration Committee Resolution Authorizing And Providing For The Sale And Issuance Of \$10,460,000\* General Obligation Corporate Purpose Bonds, Series 2020D, And All Related Details

Documents:

### RES SALE OF BONDS 10 460.PDF

26. From The Human Services Committee-Resolution To Approve The Appointment Of Mr. Sharmain Harris To The Kenosha County Board Of Health

Documents:

### HARRIS BOH PDF

27. From The Human Services Committee-Resolution To Amend Resolution No. 92 Which Amended Resolution No. 150 Which Created The Kenosha County Health Department, The Kenosha County Board Of Health And The Kenosha County Health Office Pursuant To Wis. Stat. 252 And Certain Agreements Between The City Of Kenosha And The County Of Kenosha.

Documents:

### BOARD OF HEALTH BYLAWS.PDF

28. From The Judiciary And Law Enforcement Committee A Resolution Re: Probationary Cabaret License - Stein Farms

Documents:

### RESOLUTIONCABARETLICENSESTEINFARMS.PDF

29. From The Judiciary & Law Enforcement And Finance & Administration Committees – Resolution – FY2020 Equipment Grant Award – Homeland Security – Wisconsin Emergency Management/HS ALERT EOD Bomb Suit

Documents:

### FY2020 EQUIPMENT GRANT AWARD - HS ALERT EOD BOMB SUIT.PDF

30. From The Judiciary & Law Enforcement And Finance & Administration Committees – Resolution – 2020 WI Dept Of Justice Law Enforcement Drug Trafficking Response Equipment Grant

### Documents:

### 2020 WI DEPT OF JUSTICE LAW ENF DRUG TRAFFICKING RESPONSE EQUIP GRANT.PDF

31. From The Planning, Development & Extension Education Committee A Resolution Regarding Jeffrey Schmeckel (Owner), Henry Fleck (Agent) Requesting An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" & "PEC" To "Farmland Protection", "General Agricultural And Open Land" & "PEC", Town Of Brighton

Documents:

### RES SCHMECKEL CPA.PDF

32. From The Planning, Development & Extension Education Committee A Resolution Regarding Thomas C. Walas (Owner) - Wisconsin Electric Power Co. D/B/A WE Energies, Maria Koerner (Agent) Requesting A Comprehensive Plan Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" & "SEC" To "Farmland Protection", "Governmental And Institutional" & "SEC", Town Of Paris

Documents:

### RES WALAS CPA.PDF

### K. COMMUNICATIONS

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

Documents:

### 09-09-2020 COMMUNICATIONS.PDF

- L. CLAIMS
  - 14. Jordan Micheal Miller Vehicle Damage

Documents:

### GL-15-20 JORDAN MICHEAL MILLER 1.PDF

- M. Approval Of 8/4/2020 Minutes By Supervisor Celebre
- N. Adjourn



### **COUNTY EXECUTIVE**

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

Fax: (262) 653-2817

# ADMINISTRATIVE PROPOSAL COUNTY EXECUTIVE APPOINTMENT 2020/21-06

RE: RACINE/KENOSHA COMMUNITY ACTION AGENCY BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

The Honorable Jerry Gulley Kenosha County Board Supervisor 124 86<sup>th</sup> Place Pleasant Prairie, WI 53158

to serve a three-year term on the Racine/Kenosha Community Action Agency Board beginning immediately upon confirmation of the County Board and continuing until the 1<sup>st</sup> day of September, 2023 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Gulley will serve without pay.

Mr. Gulley will be filling a vacancy on the board.

Respectfully submitted this 13th day of August, 2020.

Jim Kreuser

Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE JIM KREUSER

### APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name:

Jerry

Thomas

Gulley

Residence Address:

Previous Address if above less than 5 years: N/A

Occupation: Chief Content Officer, EdLogics

Business Address: 214A 63<sup>rd</sup> Street, Virginia Beach, VA 23451

Telephone Number: 262-891-7614

Mailing Address Preference:

Email Address: jerry.gulley@kenoshacounty.org

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

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

Graduate, Leadership Kenosha 2016
Volunteer for KUSD (Nash, Bradford, KTEC and Tremper)
AFS International, Leadership Board, Milwaukee Area Team, National Facilitator, National Compliance Advisory Group Member
St. Mary's Dominican Republic Mission, January 2019
National Health Literacy Policy

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

I have hosted six sons from different countries and enjoy facilitating intercultural development and learning. Through my employment I work extensively with health education and addressing the social determinants of health.

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

Nominee's Supervisory District: County District 16

Governmental Services: List services with any governmental unit.

Supervisor, District 16, Kenosha County Board of Supervisors

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

Deep experience in employee health benefits, health communications, treatment adherence, pharma DTC advertising, health literacy and public health policy.

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

Date

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

(For Offi	ce Use Only)
Appointed To: Commission	/Committee/Board
Term: Beginning	Ending
Confirmed by the Kenosha County Board of	on:
New Appointment	Reappointment
	Previous Terms:

### Jerry Gulley

124 86th Place | Pleasant Prairie, WI 53158 | 262-891-7614 | jerry.gulley.ii@gmail.com

- Executive with over 20 years of experience in media management experience including conceptualizing, launching, developing, scaling, monetizing and distributing cross-media brands and products, with serious depth of expertise in the food/culinary, clinical, health and wellness verticals.
- Niche subject matter expert on the intersection of content inventories and technology; taxonomies and creating content hierarchies.
- Deep expertise in formulating editorial strategy and scale content execution, creative content monetization, sales development and partnership development – expert level experience with localizing and translating content.
- Proven expertise in sourcing, developing, mentoring and managing editorial staffs and freelance resources.

### **EXPERIENCE**

### Chief Content Officer, EdLogics

April 2014 - Present

- Ultimate responsibility for the strategy and execution of large quantities of literacy-level appropriate clinical, health and wellness content.
- Managed team of editors, writers and clinicians; developed workflows and processes to ensure >40,000 pieces of content remain accurate and timely.
- Served as cross-departmental leader, driving efficiencies between sales, content and product teams.
- Managed relationships with content vendors and prominent, academic institutions.

### **VP Content Solutions, Healthline Networks**

Sept 2007 - April 2014

- Directed 55 employees across multiple functions responsible for editorial, content development, design, clinical expertise and customer acquisition/retention for flagship property and network partners.
- Launched and grew custom ad solutions division scaling from \$0 to >6mm in 24 months. Launched and grew content solutions division scaling from \$0 to >3mm in 12 months.
- Executed industry noteworthy translation project: 3,500 health articles in 17 different localizations for Microsoft; featured in MS' health app.
- Managed SEO/SEM and PVPV-increasing initiatives culminating in 4.5mm total unique visitors per month and the company's social networking strategy including Facebook and Twitter initiatives.
- Managed licensing relationships with >20 content publishers; annual content budget >3mm.

### Editor in Chief, Allrecipes.com

Aug 2005 - Feb 2007

- Held executive responsibility for strategy and execution of the company's visual and editorial brand, managing a team of 30 employees including editorial, culinary, recipe management system specialists, design, production and social marketing and an annual budget of >\$2.8mm.
- Participated in company's positioning and growth that led to an acquisition by Reader's Digest and acted as company media rep, conducting ongoing video and audio interviews to build buzz and leverage company position as the "window into America's kitchen".
- Launched and grew proprietary recipe/cooking video subscription services.
- Executed end-to-end redesign streamlining navigation, simplifying site architecture, updating look and feel and adding proprietary CMS to enable efficient recipe publishing. Began the process of localizing Allrecipes.com for other English-speaking and non-English speaking countries.
- Authored the company's recipe taxonomy and tagging system, allowing for rapid repackaging.
- Grew traffic to 10mm UV per month through search engine optimization, integrated marketing/editorial programs and analyzing, tracking and satisfying consumer needs.
- Managed content syndication/licensing relationships with key players in the publishing, CPG and grocer spaces. (Including Yahoo, Safeway and Target.)

### Managing Editor, Health Magazine, a Time Inc., publication

March 2003 to Aug 2005

- Senior manager responsible for all aspects of quality, production and budgeting.
- Participated in all aspects of editorial planning and execution.
- Served as interim food editor and managed the title's monthly food news coverage and large food features.
- Acted as internal subject matter expert for the creation of Time Inc.'s company-wide recipe database aggregating over brands and over 30,000 recipes.
- Managed relationships with pre-press and printing facilities, Quad Graphics.
- Managed relationship between editorial and advertising and held ultimate responsibility for separation of church and state.

### Senior Editor, Health.com

Feb 2001 to March 2003

- Senior staff member responsible for increasing key metrics of title's web site including heavy focus on leveraging digital content to increase subs.
- Executed two end-to-end site redesigns including the integration of a robust recipe database.
- Worked within Time Inc. as a consultant on digital food content.
- Launched and managed fee-based online weight-loss program.
- Acted as strict brand steward throughout AOL/Time Inc integration and multiple evolutions of business models.

### Editorial Director, LevelEdge (a company that facilitated the recruitment of athletes)

Feb 2000 to Feb 2001

- Senior manager responsible for all aspects of site development including marketing, production, editorial, creative, technology and customer service.
- Launched recruitment platform marketed to college recruiters.
- Evolved a single-function paid web service into a content-rich destination for athletes, coaches, parents and recruiters.
- Conceived and managed all aspects of editorial strategy and execution.
- Launched series of sponsored sport-specific summer camps, building brand awareness.

### Editor/Product Manager/Executive Producer, Digital Chef/Tavolo

Feb 1996 to Jan 2000

- Designed and launched proprietary recipe database and independent ingredient database.
- Authored company's recipe taxonomy, recipe hierarchy and ingredient taxonomy.
- Led efforts to create volume to weight equivalencies for over 12,000 ingredients.
- Managed relationships with industry contacts at restaurants, associations and celebrity chefs.
- Led a team of 15 editors, producers, culinary professionals and designers.
- Served as product lead, managing all platform launches and enhancements.
- Represented the brand at industry events.

### **EDUCATION**

Stanford University, Professional Publishing Seminar Culinary Institute of America, Culinary Arts East Tennessee State University, English/Political Science

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

Fax: (262) 653-2817

### ADMINISTRATIVE PROPOSAL

### **COUNTY EXECUTIVE APPOINTMENT 2020/21-07**

### RE: KENOSHA COUNTY ZONING BOARD OF ADJUSTMENTS

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS

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

Mr. Christopher Brown 39701 60<sup>th</sup> Street Burlington, WI 53105

to serve on the Kenosha County Zoning Board of Adjustments as the 1<sup>st</sup> alternate member, beginning immediately upon confirmation of the County Board and continuing until the 30<sup>th</sup> day of June, 2022 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment in 2016, Mr. Brown has attended 30 of the 33 meetings held. His 3 absences were excused.

Mr. Brown will serve without pay but will receive a per diem. Mr. Brown will be succeeding himself.

Respectfully submitted this 13th day of August, 2020.

Jim Kreuser

Kenosha County Executive

in Kreuser

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE JIM KREUSER

## APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please	type or print)		
Name:	Christopher Allan Brown		
	First	Middle	Last
Resider	nce Address:	. =	
Previou	s Address if above l	ess than 5 years:	
Оссира	tion: Slades Corners Co	omputer Repair, LLC - Owner	
	Comj	pany	Title
Busines	ss Address: 39608 60t	h St Burlington, WI 53105	
Telepho	one Number: Reside	ence 2627453739	Business _2625392228
Daytim	e Telephone Numbe	r: <u>2624753739</u>	_
Mailing	Address Preference	: Business ( )	Residence (  )
Email A	Address: chris@sccrwi.	com	
Do you past 5 y	or have you done bu ears? Yes (	usiness with any part of ) No (	Kenosha County Government in the
If yes, p	lease attach a detaile	ed document.	
charitab	ons: List affiliation le groups, labor, bus r staff affiliation.	s in all service groups, p siness or professional or	public service organizations, social or ganization, and indicate if it was a
Twin Lakes A	rea Chamber -Chairman, Founder & b	ooard member of Con of the Lakes Charity G	saming Convention, Board member of WLCB 101,5FM Stades Comers
Special but may	Interests: Indicate of not have been activ	organizations or activitie ely involved.	es in which you have a special interest

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

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

Nominee's Supervisory District 22	
Governmental Services: List services with	any governmental unit.
Board of Adjustment	ts - Past 5 years or so
Additional Information: List any qualificat benefit the Board, Committee, Commission	ions or expertise you possess that would
Past Experience with the BoA, also took training with the UW sys	stem in 2018 on Plan Commission and Zoning Board in Stevens Point
that may come under the inquiry or advice	diate family directly involved with any action of the appointed board, commission, or in conflict would be prohibited from voting had been declared and may result in
	C. C
	Signature of Nominee
	7.24-2020
	Date
Please Return To: Kenosha County 1010 – 56th Stree Kenosha, WI 531	et
(For Offic	ee Use Only)
Appointed To:	Committee/Board
Term: Beginning	Ending
Confirmed by the Kenosha County Board of	n:
New Appointment	Reappointment
	Previous Terms:

Jim Kreuser, County Executive

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

Fax: (262) 653-2817

### ADMINISTRATIVE PROPOSAL

### **COUNTY EXECUTIVE APPOINTMENT 2020/21-8**

RE: KENOSHA JOINT SERVICES BOARD

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

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

Mr. Joshua Barker 4615 52<sup>nd</sup> Avenue, Apt. B Kenosha, WI 53144

to serve a three-year term on the Kenosha Joint Services Board, beginning immediately upon confirmation of the County Board and Common Council and continuing until the 1<sup>st</sup> day of May, 2023 or until a successor is appointed by the County Executive and the Mayor of the City of Kenosha and confirmed by the Kenosha County Board of Supervisors and the Common Council of the City of Kenosha.

Mr. Barker will serve without pay.

Mr. Barker will be succeeding Mark Modory.

Respectfully submitted this 13th day of August, 2020.

Jim Kreuser

Kenosha County Executive



August 5, 2020

Jim Kreuser Office of the County Executive 1010-56<sup>th</sup> Street Kenosha WI 53140

Dear Mr. Kreuser;

I would like to nominate Joshua Barker for appointment to the Kenosha Joint Services Board of Directors, to serve as the joint City/County appointee.

If approved by both the City of Kenosha Common Council and the Kenosha County Board of Supervisors, Mr. Barker's term will expire on May 1, 2023. The appointment will be placed on the Common Council agenda for consideration at the meeting of August 17<sup>th</sup>.

Sincerely, CITY OF KENOSHA

John M. Antaramian

Mayor

JMA:pml

cc: Joshua Barker

## COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE JIM KREUSER

### APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)
Name: Joshua Jeremy Barker  First Middle Last
Residence Address: 4615 52nd Ave Apt. B Kenosha, WI 53144
Previous Address if above less than 5 years:
Occupation: Kenosha Unified School District Student Support Specialist Company Title
Business Address:
Telephone Number: Residence Business
Daytime Telephone Number:
Mailing Address Preference: Business ( ) Residence ( )
Email Address:
Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ( ) No (>>>)
If yes, please attach a detailed document.
Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.  African American Youth Initiative - Leadership Council / Kusp  Kenesha county Gang Taskforce - Kenosha County  - K.u.s. Dicemm unity Crisis Mobilization Team - Team Lead Kusd  Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.
*If more space is needed, please attach another sheet.  Kenosha County Commissions, Committees, & Boards  Appointment Profile - Page 2

Nominee's Supervisory District \_\_\_\_\_\_

Governmental Services: List services with any governmental unit.
Martin Company of the
Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.  E.D. G. E. Task facil (Racine)  Elimina ting Drugs and Gangs through Education
Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any act that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from votin on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.
1100
Signature of Nominee
08/06/2020
Date
Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140
and the second s
(For Office Use Only)
Appointed To:
Commission/Committee/Board
Term: Beginning
Ending
Confirmed by the Kenosha County Board on:
New Appointment Reappointment
Previous Terms:

### Joshua Barker

4615 52<sup>nd</sup> Ave Apt. B | 262-412-8226 | joshbarker7282@gmail.com

 Dedicated Student Support Specialist with excellent communication skills and extensive knowledge in community involvement.

### UW-PARKSIDE 2013

Related coursework: Criminal Justice

### Bradford Hs 2001

🖟 Related coursework: High School Diploma

# STUDENT SUPPORT SPECIALIST | INDIAN TRAIL HIGH SCHOOL & ACADEMY | 2013-PRESENT

- Manage student interaction in classroom settings
- Support administrators in keeping staff and students safe
- Developed and manage support programs for at-risk students to maintain personal and academic success
- Co- coordinate registration, Senior Scholarship Awards Program, and Graduation
- Team lead for restorative justice practices, Student Voices, A.A.M.I. (African American Male Initiative), PBIS Tier II
  interventions, and M.I.T.A. (Mahone and Indian Trail Academy) Mentors.
- Team lead and active member of KUSD/Community Crisis Mobilization Team
- Active member of Kenosha County Gang Taskforce through DCFS
- Active member of Racine E.D.G.E Gang Taskforce
- Supervise and assist children through Boys & Girls Club Summer Youth Employment through Kenosha County
- Proficient in Word, Excel, Outlook, all aspects of Google Drive applications, and standard office equipment.
- Proficient with KUSD Infinite Campus
- Exceptional communication skills
- Competent multi-tasker
- Adhere to FERPA regulations pertaining to student confidentiality
- \* Asked as a resource to assist in developing the Racine E.D.G.E. Taskforce coordinated by RUSD Chief of School

### LEAD PASTEURIZER | ROUNDYS' SUPERMARKETS INC | 2006-2011

- Pasteurized Dairy Products
- Managed multiple crew members ensuring safe and quality production
- Operated processing machines and fill lines



### BOARD OF SUPERVISORS

ORDINANCE	NO.	

Fleck, PO Box 6 Land Use Plan n "Farmland Prote	10, Kansasville, WI 53139 (Agnap for Kenosha County: 2035 ction" & "PEC" to "Farmland I on Tax Parcel # 30-4-220-022-	nsasville, WI 53139-9627 (Owner), Henry ent), requests an amendment to the Adopted map 65 of the comprehensive plan) from Protection", "General Agricultural and Open 0200, located in the west ½ of Section 2, T2N,
Original□	Corrected	2nd Correction □ Resubmitted □
Date Submitted:	August 18, 2020	Date Resubmitted:
Submitted By:	Planning Development &	
Ext	ension Education Committee	
Fiscal Note Atta	ched	Legal Note Attached
Prepared By:	Andy M. Buehler, Director	Signature:
Division	n of Planning & Development	Andy M. Buehler

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

That Tax Parcel # 30-4-220-022-0200, located in the west ½ of Section 2, T2N, R20E, Town of Brighton, be changed "Farmland Protection" & "PEC" to "Farmland Protection", "General Agricultural and Open Land" & "PEC" as presented in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035.

For informational purposes only, this property is located approximately 1,100 feet on the south east side of the intersection between 284<sup>th</sup> Ave and CTH KR, Town of Brighton.

Jeffrey Schmeckel (Owner) Henry Fleck (Agent) Ordinance – Jeffrey Schmeckel (Owner), Henry Fleck (Agent) - Comp Plan Amendment August 18, 2020 Page 2

Approved by:

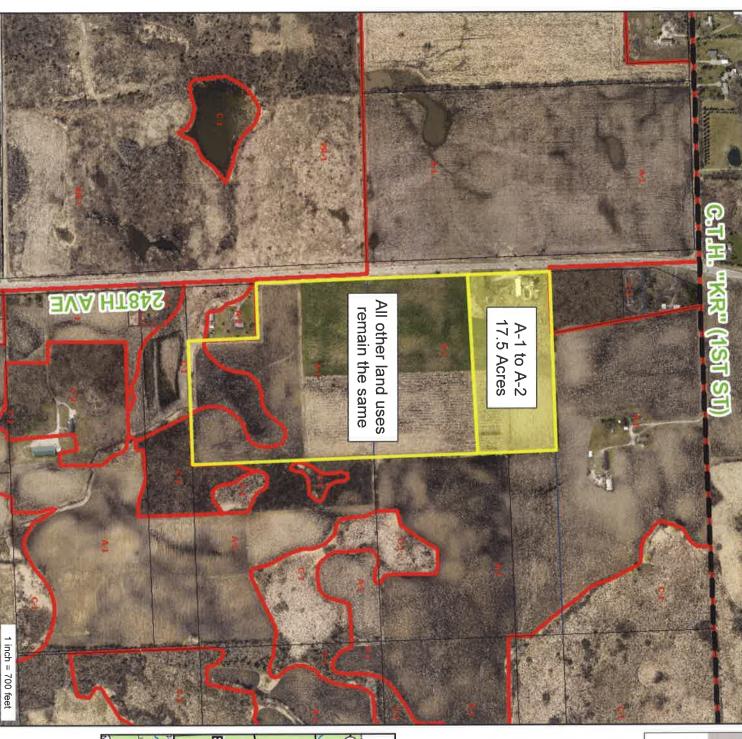
**Description:** See Exhibit #1 (attached).

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

\PDDATA\ORDINANCES\2020 Ordinances\08-2020 Schmeckel CPA.doc

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	<u>Aye</u>	<u>No</u>	Abstain	Excused
Daniel Gaschke, Chair	×			
Amy Maurer, Vice Chair	M			
Jandu Beth Sandra Beth	Å			
Gabe Nudo	卤			
Zach Rodriguez	×			

2



# REZONING SITE MAP

PETITIONER(S):

Jeffery Schmeckel (Owner)

LOCATION:

W 1/2 of Section 2 Town of Brighton

TAX PARCEL(S): #30-4-220-022-0200

REQUEST:

Requesting a rezoning from A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural Dis & C-1 Lowland Resource Conservancy Dist.







### BOARD OF SUPERVISORS

ORDINANCE NO.	0	RD	INA	NCE	NO	•
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Subject: Jeffrey Schmeckel, 275 248 <sup>th</sup> Ave., Fleck, PO Box 610, Kansasville, WI 53139 Agricultural Preservation Dist. & C-1 Low Agricultural Preservation Dist., A-2 General Conservancy Dist. on Tax Parcel #30-4-220-0 T2N, T2N, R20E, Town of Brighton.	Agricultural Dist. & C-1 Lowland Resource  O (Agent), requesting a rezoning from A-1  Vland Resource Conservancy Dist. to A-1  Agricultural Dist. & C-1 Lowland Resource
Original Corrected	2nd Correction □ Resubmitted □
Date Submitted: August 18, 2020	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: Lucy Duellor

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

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

That the zoning of Tax Parcel #30-4-220-022-0200, located in the west ½ of Section 2, T2N, T2N, R20E, Town of Brighton, be changed as follows:

from A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist.

Jeffrey Schmeckel (Owner) Henry Fleck (Agent) Ordinance – Jeffrey Schmeckel (Owner), Henry Fleck (Agent) – Rezoning August 18, 2020 Page 2

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

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

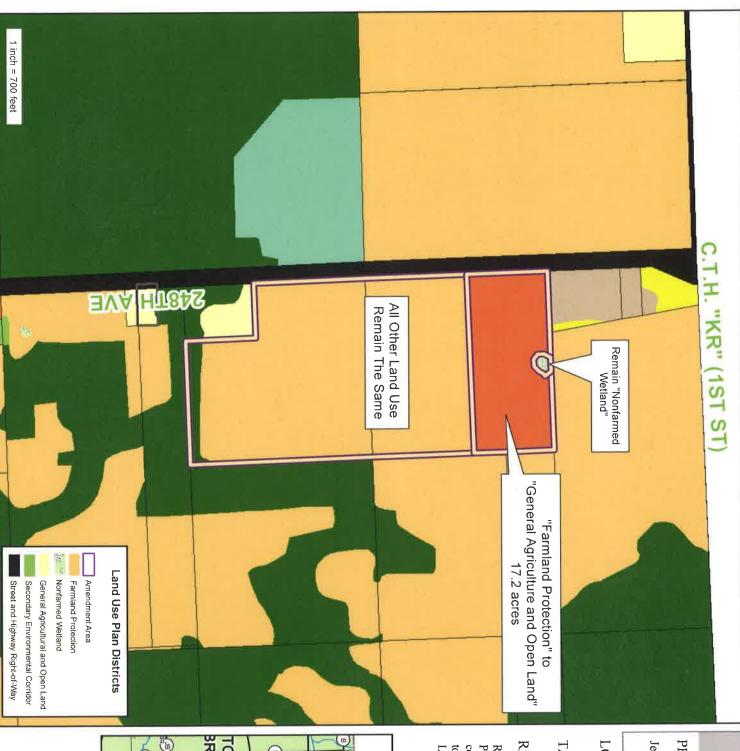
Approved by:

PLANNING, DEVELOPMENT				
& EXTENSION EDUCATION				
COMMITTEE	Aye	No	<b>Abstain</b>	Excused
Daniel Gaschke, Chair	P			
Amy Maurer, Vice Chair	×			
Janku Beek Sandra Beth	×			
Gabe Nudo	P			
20070	$\mathbf{H}$			П

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# KENOSHA COUNTY PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE



# AMENDMENT SITE MAP

# PETITIONER(S):

Jeffery Schmeckel (Owner)

LOCATION:

W 1/2 of Section 2 Town of Brighton

TAX PARCEL(S): #30-4-220-022-0200

# REQUEST:

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







### BOARD OF SUPERVISORS

|--|

Subject: Thomas C. Walas, 5901 Lockhurst Dr. Wisconsin Electric Power Co. d/b/a WE Energi Milwaukee, WI 53203 (Agent), requests an ame Kenosha County: 2035 (map 65 of the compreh "SEC" to "Farmland Protection", "Government 45-4-221-021-0100, located in the NE 1/4 of Sec	es, Maria Koerner, 231 W Michigan St., endment to the Adopted Land Use Plan map for ensive plan) from ""Farmland Protection" & al and Institutional" & "SEC" on Tax Parcel #			
Original□ Corrected □	2nd Correction ☐ Resubmitted ☐			
Date Submitted: August 18, 2020	Date Resubmitted:			
Submitted By: Planning Development & Extension Education Committee				
Fiscal Note Attached	Legal Note Attached   1			
Prepared By: Andy M. Buehler, Director Division of Planning & Development  Signature:				

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

That Tax Parcel # 45-4-221-021-0100, located in the NE ¼ of Section 2, T2N, R21E, Town of Paris, be changed "Farmland Protection" & "SEC" to "Farmland Protection", "Governmental and Institutional" & "SEC" as presented in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035.

For informational purposes only, this property is located South of C.T.H. "KR" and approximately 1300 feet from 144<sup>TH</sup> Avenue, Town of Paris.

Thomas C. Walas (Owner)
Wisconsin Electric Power Co. d/b/a WE Energies, Maria Koerner (Agent)

Ordinance – Thomas C. Walas (Owner), Wisconsin Electric Power Co. d/b/a WE Energies, Maria Koerner (Agent) - Comp Plan Amendment August 18, 2020
Page 2

Approved by:

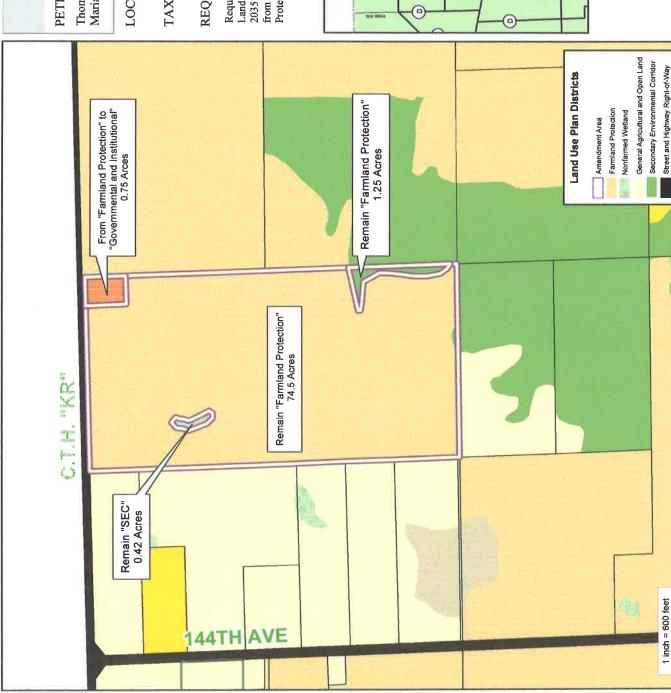
**Description:** See Exhibit #1 (attached).

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

### PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE No Abstain Excused Aye Daniel Gaschke, Chair Amy Maurer, Vice Chair Sandra Beth Gabe Nudo

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# KENOSHA COUNTY PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE



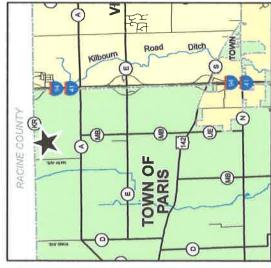
# COMPREHENSIVE PLAN AMENDMENT SITE MAP

# PETITIONER(S):

Thomas C. Walas (Owner) Maria Koemer (Agent) LOCATION: NE 1/4 of Section 2 Town of Paris TAX PARCEL(S): #45-4-221-021-0100

# REQUEST:

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







### BOARD OF SUPERVISORS

ORDINANCE NO.\_\_\_\_

Subject: Thomas C. Walas, 5901 Lockhurst Wisconsin Electric Power Co. d/b/a WE Ener Milwaukee, WI 53203 (Agent),requesting a re Dist. & C-1 Lowland Resource Conservancy D 1 Institutional Dist. & C-1 Lowland Resource C 021-0100, located in the NE ½ of Section 2, T2	rgies, Maria Koerner, 231 W Michigan St., ezoning from A-1 Agricultural Preservation ist. to A-1 Agricultural Preservation Dist., I-Conservancy Dist. on Tax Parcel #45-4-221-
Original□ Corrected □	2nd Correction □ Resubmitted □
Date Submitted: August 18, 2020	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 #45-4-221-021-0100, located in the NE ½ of Section 2, T2N, R21E, Town of Paris, be changed as follows:

from A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., I-1 Institutional Dist. & C-1 Lowland Resource Conservancy Dist.

Ordinance – Thomas C. Walas (Owner), Wisconsin Electric Power Co. d/b/a WE Energies, Maria Koerner (Agent) – Rezoning August 18, 2020
Page 2

Approved by:

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

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

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	<u>Aye</u>	<u>No</u>	Abstain	Excused
Daniel Gaschke Chair	X			
Amy Maurer, Vice Chair	×			
Sandra Beth	Þ			
Gabe Nudo	D			
Zach Rodriguez	Þ			
0 -//				

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# LOCATION: A-1 to I-1 0.75 Acres remains the same All other land use AKKATTH ATVE

# REZONING SITE MAP

PETITIONER(S): Thomas C. Walas (Owner) Maria Koerner (Agent) NE 1/4 of Section 2 Town of Paris

TAX PARCEL(S): #45-4-221-021-0100

REQUEST:

Requesting a rezoning from A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist., to A-1 Agricultural Preservation Dist., I-1 Institutional Dist. & C-1 Lowland Resource Conservancy Dist.





1 inch = 600 feet



### KENOSHA COUNTY BOARD OF SUPERVISORS

Resolution No. \_\_\_\_\_

Subject:	
A Resolution Expressing Concerns About the Pr	roposed Dairyland Development
Original [ x ] Corrected [ ] Resubmitted [ ]	2nd Correction [ ]
Date Submitted: 8/18/2020 Date Resubmitted:	
Submitted by: Supervisor Rose and the Executive Committee	
Fiscal Note Attached [ ]	Legal Note Attached [ ] Agreement
Prepared by: Supervisor Terry Rose	Signature:

**WHEREAS**, the City of Kenosha is considering the creation of a Tax Incremental District (TID) at the site of the former Dairyland Greyhound Park; and

**WHEREAS**, this site is currently owned by Majestic Midwest Innovation Center, LLC, a limited liability company which is wholly owned by the Forest County Potawatomi Community, a federally recognized Indian tribe; and

**WHEREAS**, the City of Kenosha and the Forest County Potawatomi Community are contemplating entering into a development agreement for this site; and

**WHEREAS**, the proposal would redevelop the site into a mixed-use property with office, retail, industrial, and multi-family residential units; and

**WHEREAS,** it is acknowledged that the property, while owned by the Forest County Potawatomi Community, is not currently placed in trust by the federal government; and

**WHEREAS,** the Forest County Potawatomi Community has proposed language for the developer's agreement stating that the developer would not take any action to cause the real property to become tax exempt for the life of the TID; and

WHEREAS, it is further acknowledged that the Forest County Potawatomi Community has proposed language for the developer's agreement that would assert the applicability of Wisconsin laws regarding real estate tax assessments, tax foreclosures, condemnation and special assessments by local municipalities and stating that any disputes relating to these issues within the TID would be construed and enforced according to the laws of the State of Wisconsin, be subject to the jurisdiction

of the Circuit Court for Kenosha County, and consenting to the venue and jurisdiction of such courts; and

**WHEREAS**, the developer's agreement would be with an LLC and not directly with the Forest County Potawatomi Community; and

WHEREAS, because the developer agreement is not with the Forest County Potawatomi Community, the ability to assert sovereign immunity at some point, the transfer of ownership of the property fully to the Forest County Potawatomi Community, or efforts to place the land in trust after the TID expires are all future possibilities that would be unaddressed and potentially unaffected by the proposed language in the developer's agreement; and

**WHEREAS,** while fully supportive of the concept of this project, questions remain about the role that the Forest County Potawatomi Community's sovereign immunity could play in any future development; and

**WHEREAS**, the way to best ensure that the property would remain taxable and subject to all applicable statutes, ordinance, and regulations would be to execute an agreement directly with the Forest County Potawatomi Community which explicitly waives tribal sovereign immunity as it relates to these and other potential concerns; and

**WHEREAS,** in order to fully embrace and support the creation of the proposed TID, the County requests the City take affirmative steps to address these concerns through an agreement with the Forest County Potawatomi Community itself rather than with a developer;

**NOW THEREFORE BE IT RESOLVED** that the Kenosha County Board of Supervisors states its support for the concept of the proposed development and the accompanying TID; and

**BE IT FURTHER RESOLVED** that the Kenosha County Board of Supervisors states that the currently proposed language in the developer's agreement is insufficient to address its concerns about the role that sovereign immunity and/or the possible future placing of the land in trust could have on the development of this project; and

**BE IT FURTHER RESOLVED** that the Kenosha County Board of Supervisors calls on the City of Kenosha to take affirmative action, through a separate agreement with the Forest County Potawatomi Community, to ensure that the land would not go into trust and which clearly, unequivocally, and expressly waives any sovereign immunity in regards to this property; and

**BE IT FURTHER RESOLVED** that the Kenosha County Board of Supervisors states it cannot support the creation of the proposed TID until such time as such assurances can be made.

Supervisor Ter	ry Rose	

EXECUTIVE COMMITTEE:	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	Excused
John O'Day, Chair				
Monica Yuhas, Vice Chair				
Laura Belsky				
Andy Berg				
Boyd Frederick				
Daniel Gaschke				
William Grady				
Terry Rose				



### Kenosha

### County

### **BOARD OF SUPERVISORS**

### **RESOLUTION NO. 2020-**

Subject: A Resolution Authorizing and Providing for the Sale and Issuance of \$13,360,000* General Obligation Promissory Notes, Series 2020C, and All Related Details			
Original 🗵	Corrected	2nd Correction □	Resubmitted
Date Submitted:	August 18, 2020	Date Resubmitted:	
Submitted By:	Finance/Administration Committee		
County Board			
Meeting Date:	August 18, 2020		
Fiscal Note Attack	ned	Legal Note Attached	
Prepared By:	Foley & Lardner LLP	Signature:	

# COUNTY BOARD OF SUPERVISORS OF KENOSHA COUNTY, WISCONSIN

August 18, 2020 Resolution No.: 2020-\_

A Resolution Authorizing and Providing for the Sale and Issuance of \$13,360,000\* General Obligation Promissory Notes, Series 2020C, and All Related Details

### **RECITALS**

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

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

Ma	aximum Amount Authorized	Amount Borrowed	Initial Resolution Number and Purpose
(a)	\$ 2,040,000	\$ [255,000]	2017-53 - Grants for the Kenosha Area Business Alliance;
(b)	14,910,000	[255,000]	2018-57 - Budgeted Capital Projects Including Road and Highway Improvements; and
(c)	12,865,000	[12,850,000]	2019-46 - Budgeted Capital Projects Including Road and Highway Improvements.

- 2. On November 8, 2017, the Governing Body adopted initial resolution number 2017-53 for the purpose and in the maximum amount authorized as set forth in paragraph 1(a) above ("**Initial Resolution 2017-53**"). The County has not previously borrowed under the authority granted by Initial Resolution 2017-53; therefore, as of the date of this resolution, the maximum borrowing amount of \$2,040,000 authorized by Initial Resolution 2017-53 remains available.
- 3. On November 8, 2018, the Governing Body adopted initial resolution number 2018-57 for the purposes and in the maximum amount authorized as set forth in paragraph 1(b) above ("**Initial Resolution 2018-57**"). Of the \$14,910,000 maximum borrowing amount authorized by Initial Resolution 2018-57, the County previously borrowed \$14,655,000 in connection with the issuance of its \$16,620,000 General Obligation Promissory Notes, Series 2019A, dated August 10, 2019. As of the date of this resolution, \$255,000 of the maximum borrowing amount authorized by Initial Resolution 2018-57 remains available.

- 4. On November 6, 2019, the Governing Body adopted initial resolution number 2019-46 for the purposes and in the maximum amount authorized as set forth in paragraph 1(c) above ("**Initial Resolution 2019-46**"). The County has not previously borrowed under the authority granted by Initial Resolution 2019-46; therefore, as of the date of this resolution, the maximum borrowing amount of \$12,865,000 authorized by Initial Resolution 2019-46 remains available.
- 5. Each initial resolution described in the preceding paragraphs (collectively, the "**Initial Resolutions**") was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.
- 6. The County may choose to issue one or more separate series of obligations to finance portions of the Project.
- 7. The Governing Body deems it in the best interests of the County that the funds needed be borrowed in the aggregate amount stated above and for the purposes of the Project, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and upon the terms and conditions set forth below.
- 8. On July 21, 2020, the Governing Body adopted a resolution (the "**Authorizing Resolution**") authorizing the notification and sale of, and set forth certain details relating to, the County's General Obligation Promissory Notes, Series 2020C (the "**Obligations**") authorized to be issued by this resolution.
- 9. The County Clerk caused notice of the sale of the Obligations (the "**Notice to Bidders**") to be given to media typically monitored by potential bidders in the manner and form directed by the Authorizing Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the Notice to Bidders.
- 10. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the "**Notice of Sale**"), written bids for the sale of the Obligations were received and delivered to the Governing Body.

11.	The Governing Body has consider	dered all the bids it received. The
Governing Body h	as decided to accept the bid of	(the " <b>Purchaser</b> "),
or a group that it re	presents, to purchase the Obligation	ns on the terms specified in the Purchaser's
bid. The Purchase	r bid the price of \$	for the entire issue of Obligations
(the "Purchase Pr	ice"), plus any accrued interest, and	specified that the Obligations maturing on
August 1 in the year	ars shown below will bear interest a	t the respective interest rates shown below:

	Principal	Interest
<u>Year</u>	<u>Amount</u>	Rate
2021	\$ 620,000	.00%
2022	520,000	.00
2023	650,000	.00
2024	875,000	.00
2025	1,125,000	.00
2026	1,225,000	.00
2027	2,025,000	.00
2028	2,030,000	.00
2029	2,140,000	.00
2030	2,150,000	.00

- 12. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.
- 13. The County has taken all actions required by law and has the power to sell and issue the Obligations.
- 14. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

### **RESOLUTIONS**

The Governing Body resolves as follows:

### Section 1. Definitions.

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

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

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

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

"County" means Kenosha County, Wisconsin.

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

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

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

"DTC" means The Depository Trust Company.

"Financial Officer" means the Treasurer.

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

"Governing Body" has the meaning given in the recitals to this resolution.

"Initial Resolutions" has the meaning given in the recitals to this resolution.

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

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

"**Obligations**" means the \$13,360,000 Kenosha County, Wisconsin General Obligation Promissory Notes, Series 2020C, which will be issued pursuant to this resolution.

"Original Issue Date" means September 3, 2020.

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

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

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

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

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

"Recording Officer" means the County Clerk.

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

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

["**Term Notes**" means the Obligations maturing on August 1 in the years 20\_\_ and 20\_\_.]

"Treasurer" means the County Treasurer.

#### Section 2. <u>Exhibits</u>.

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

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

#### Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the County in the principal amount of \$13,360,000. The Obligations will be issued pursuant to the Initial Resolutions and the provisions of Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

#### Section 4. <u>Terms of Obligations.</u>

The Obligations will be named "Kenosha County, Wisconsin General Obligation Promissory Notes, Series 2020C." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

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

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable semiannually on each February 1 and August 1, beginning on February 1, 2021, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers

executing the Obligations. The County and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Maturity Date		
(August 1)	Principal Amount	Interest Rate
2021	\$ 620,000	.00%
2022	520,000	.00
2023	650,000	.00
2024	875,000	.00
2025	1,125,000	.00
2026	1,225,000	.00
2027	2,025,000	.00
2028	2,030,000	.00
2029	2,140,000	.00
2030	2,150,000	.00

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

#### Section 5. Fiscal Agent.

The County appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the County are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the County. The fiscal agency agreement may provide for the County to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

#### Section 6. Appointment of Depository.

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

#### Section 7. Book-Entry System.

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

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the County will do the following:

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

#### Section 8. Redemption.

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

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

Term N	Notes :	Maturin	g Augi	ıst 1.	, 20
--------	---------	---------	--------	--------	------

Sinking Fund	
Redemption Date	Principal Amount
(August 1)	To be Redeemed
	Φ.000
20	\$,000
20	,000
20 (Stated Maturity)	,000

#### Term Notes Maturing August 1, 20\_\_\_

Sinking Fund	
Redemption Date	Principal Amount
(August 1)	To be Redeemed
20	\$,000
20	,000
20 (Stated Maturity)	,000

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

# Section 9. <u>Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.</u>

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

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

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

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

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

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

revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

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

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

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

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

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

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

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

#### Section 11. <u>Form of Obligations.</u>

The Obligations shall be in substantially the form shown in <u>Exhibit A</u>. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The County may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

#### Section 12. <u>Execution of Obligations</u>.

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

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

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

#### Section 13. Continuing Disclosure.

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

#### Section 14. Sale of Obligations.

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

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

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

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

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the County to issue them at the time of their delivery.

#### Section 15. General Obligation Pledge; Tax Levy.

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

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

Levy Year	Debt Service Amount Due in Following Year
2020	\$
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	

#### **Section 16. Debt Service Fund Account.**

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

principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the County will promptly provide the necessary funds to make the payment from other available sources.

#### **Section 17.** Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund as provided in Section 67.10 (3) of the Wisconsin Statutes. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the "Borrowed Money Fund"). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations, or (ii) transferred to the Debt Service Fund Account as provided by law.

#### Section 18. Official Statement.

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

#### Section 19. <u>Publication of Notice</u>.

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

#### Section 20. <u>Authorization of Officers</u>.

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

- (i) Certified copies of proceedings and records of the County relating to the Obligations and to the financial condition and affairs of the County.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the

books and records under the officer's custody or control or as are otherwise known to the officer.

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

#### Section 21. <u>Tax Law Covenants.</u>

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

#### Section 22. <u>Further Authorization</u>.

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

#### Section 23. Conflict with Prior Acts.

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

#### Section 24. Severability of Invalid Provisions.

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

#### Section 25. Effective Date.

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

Adopted: August 18, 2020

County Board Chairperson

County Clerk

County Executive

#### **EXHIBIT A**

#### FORM OF OBLIGATION

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

#### STATE OF WISCONSIN KENOSHA COUNTY

				Registere	d
No. R	_			\$	
	Gen	NERAL OBLIGATION PROP	MISSORY NOTE, SERIES 20	020C	
	Interest <u>Rate</u>	Maturity <u>Date</u>	Original <u>Issue Date</u>	<u>CUSIP</u>	
	%	August 1, 20	September 3, 2020	489782	
Registere	ED OWNER:	Cede & Co.			
PRINCIPAL	AMOUNT:			Dollars	

Kenosha County, Wisconsin (herein called the "County"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable semiannually on each February 1 and August 1, beginning on February 1, 2021, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the County of an aggregate principal amount of \$13,360,000, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the County pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by (1) separate initial resolutions adopted by the governing body of the County on November 8, 2017, November 8, 2018, and November 6, 2019, and (2) the resolution duly adopted by the governing body of the County on August 18, 2020, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of \$13,360,000 General Obligation Promissory Notes, Series

2020C, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

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

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

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

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

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

Term Notes Maturing August 1, 20	_
Sinking Fund	

Sinking Fund	
Redemption Date	Principal Amount
(August 1)	To be Redeemed
20	\$,000
20	,000
20 (Stated Maturity)	,000

#### Term Notes Maturing August 1, 20\_\_\_

Sinking Fund	
Redemption Date	Principal Amount
(August 1)	To be Redeemed
20 20	\$,000 ,000
20 (Stated Maturity)	,000

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

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

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

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

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

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

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

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

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

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

*Notice of Redemption.* Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at

the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

KENOSHA COUNTY, WISCONSIN

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

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

[SEAL]	By:County Board Chairperson  And:County Clerk
CERTIFICATE OF AUTHENTICATION	
Dated: September, 2020	
This Obligation is one of the Obligations described in the Resolution.	
BOND TRUST SERVICES CORPORATION, as Fiscal Agent	
By:Authorized Signatory	

#### **ASSIGNMENT**

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

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE
(Please Print or Type Name and Address of Assignee)
the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.
Dated:
Signature Guaranteed

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

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

#### **EXHIBIT B**

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

On August 18, 2020, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby Kenosha County, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of \$13,360,000. It is anticipated that the closing of this note financing will be held on or about September 3, 2020. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the County Clerk, at 1010 56th Street, Kenosha, Wisconsin 53140 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: August \_\_\_\_\_, 2020 /s/ Regi Bachochin
County Clerk

Subject:

A Resolution Authorizing and Providing for the Sale and Issuance of \$13,360,000 General Obligation Promissory Notes, Series 2020C, and All Related Details

#### Approved by:

#### FINANCE/ADMINISTRATION COMMITTEE:

<b>Committee Member</b>	<u>Aye</u>	<u>No</u>	Abstain	Excused
Terry W. Rose, Chairman				
Ronald J. Frederick	_ 🗆			
Edward Kubicki	_ 0			
Monica Yuhas				
John Franco	_ 0			
Jeffrey Gentz	_ 0			
Jeff Wamboldt				



### Kenosha

# **County**

#### **BOARD OF SUPERVISORS**

#### **RESOLUTION NO. 2020-**

Subject:	\$10,460,000* General Obligation	d Providing for the Sale and Iss on Corporate Purpose Bonds, Se ll Related Details	
Original 🗵	Corrected	2nd Correction □	Resubmitted
Date Submitted	d: August 18, 2020	Date Resubmitted:	
Submitted By:	Finance/Administration Committee		
County Board			
Meeting Date:	August 18, 2020		
Fiscal Note Att	tached	Legal Note Attached	
Prepared By:	Foley & Lardner LLP	Signature:	

# COUNTY BOARD OF SUPERVISORS OF KENOSHA COUNTY, WISCONSIN

August 18, 2020 Resolution No. 2020-\_\_

A Resolution Authorizing and Providing for the Sale and Issuance of \$10,460,000\* General Obligation Corporate Purpose Bonds, Series 2020D, and All Related Details

#### **RECITALS**

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

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

Ma	aximum Amount Authorized	Amount Borrowed	Initial Resolution Number and Purpose
(a)	\$12,050,000	\$[3,820,000]	2016-62 – Law Enforcement Enhancement Projects; and
(b)	19,630,000	[6,640,000]	2016-63 – Highway Projects Including Hwy S Project (between Hwy 31 and I-94).

- 2. On November 10, 2016, the Governing Body adopted initial resolution number 2016-62 for the purposes and in the maximum amount authorized as set forth in paragraph 1(a) above ("**Initial Resolution 2016-62**"). Of the \$12,050,000 maximum borrowing amount authorized by Initial Resolution 2016-62, the County previously borrowed (i) \$5,315,000 in connection with the issuance of its \$5,315,000 General Obligation Law Enforcement Enhancement Bonds, Series 2017B, dated September 6, 2017, and (ii) \$305,000 in connection with the issuance of its \$15,270,000 General Obligation Promissory Notes, Series 2018A, dated August 13, 2018. As of the date of this resolution, \$6,430,000 of the maximum borrowing amount authorized by Initial Resolution 2016-62 remains available.
- 3. On November 10, 2016, the Governing Body also adopted initial resolution number 2016-63 for the purposes and in the maximum amount authorized as set forth in paragraph 1(b) above ("**Initial Resolution 2016-63**"). Of the \$19,630,000 maximum borrowing amount authorized by Initial Resolution 2016-63, the County previously borrowed \$8,880,000 in connection with the issuance of its \$8,880,000 General Obligation Highway Improvement Bonds, Series 2019B, dated August 10, 2019. As of the date of this resolution,

\$10,750,000 of the maximum borrowing amount authorized by Initial Resolution 2016-63 remains available.

- 4. Each initial resolution described in the preceding paragraphs (collectively, the "**Initial Resolutions**") was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.
- 5. The County Clerk caused notice of the adoption of Initial Resolution 2016-63 to be given to the electors of the County by publication in the County's official newspaper on November 18, 2016 in the manner and form directed by Initial Resolution 2016-63.
- 6. No sufficient petition for referendum on the question of the adoption or effectiveness of Initial Resolution 2016-63, or the issuance of the bonds described therein, was filed with the County Clerk within 30 days after the date on which Initial Resolution 2016-63 was adopted.
- 7. The County may choose to issue one or more separate series of obligations to finance portions of the Project.
- 8. The Governing Body deems it in the best interests of the County that the funds needed be borrowed in the aggregate amount stated above and for the purposes of the Project, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and upon the terms and conditions set forth below.
- 9. On July 21, 2020, the Governing Body adopted a resolution (the "Authorizing Resolution") authorizing the amounts and purposes specified in the Initial Resolutions to be combined into a single bond issue designated as "corporate purpose bonds", the notification and sale of, and set forth certain details relating to, the County's General Obligation Corporate Purpose Bonds, Series 2020D (the "Obligations") authorized to be issued by this resolution.
- 10. The County Clerk caused notice of the sale of the Obligations (the "**Notice to Bidders**") to be given to media typically monitored by potential bidders in the manner and form directed by the Authorizing Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the Notice to Bidders.
- 11. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the "**Notice of Sale**"), written bids for the sale of the Obligations were received and delivered to the Governing Body.

12. The Governing Body has o	considered all the bids it received. The
Governing Body has decided to accept the bid of	(the "Purchaser"), or a
group that it represents, to purchase the Obligation	ons on the terms specified in the Purchaser's bid
The Purchaser bid the price of \$	for the entire issue of Obligations (the

"Purchase Price"), plus any accrued interest, and specified that the Obligations maturing on August 1 in the years shown below will bear interest at the respective interest rates shown below:

	Principal	Interest		Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>	Year	<u>Amount</u>	<u>Rate</u>
2021	\$600,000	.00%	2031	\$ 515,000	.00%
2022	455,000	.00	2032	535,000	.00
2023	455,000	.00	2033	550,000	.00
2024	460,000	.00	2034	560,000	.00
2025	465,000	.00	2035	565,000	.00
2026	470,000	.00	2036	565,000	.00
2027	475,000	.00	2037	575,000	.00
2028	475,000	.00	2038	590,000	.00
2029	480,000	.00	2039	590,000	.00
2030	495,000	.00	2040	585,000	.00

- 13. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.
- 14. The County has taken all actions required by law and has the power to sell and issue the Obligations.
- 15. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

#### **RESOLUTIONS**

The Governing Body resolves as follows:

#### **Section 1.** Definitions.

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

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

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

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

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

"Debt Service Fund Account" has the meaning given in Section 17 hereof.

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

"DTC" means The Depository Trust Company.

"Financial Officer" means the Treasurer.

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

"Governing Body" has the meaning given in the recitals to this resolution.

"Initial Resolutions" has the meaning given in the recitals to this resolution.

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

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

"Obligations" means the \$10,460,000 Kenosha County, Wisconsin General Obligation Corporate Purpose Bonds, Series 2020D, which will be issued pursuant to this resolution.

"Original Issue Date" means September 3, 2020.

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

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

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

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

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

"Recording Officer" means the County Clerk.

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

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

["**Term Bonds**" means the Obligations maturing on August 1 in the years 20\_\_ and 20\_\_.]

"Treasurer" means the County Treasurer.

#### Section 2. <u>Exhibits</u>.

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

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

#### Section 3. Corporate Purpose Bonds.

The County is combining the general obligation bonds authorized under the Initial Resolutions into a single bond issue and designating them as "**corporate purpose bonds**".

#### Section 4. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation corporate purpose bonds of the County in the principal amount of \$10,460,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes and the authority granted by the adoption of the Initial Resolutions to pay the costs of the Project and certain expenses of issuing the Obligations (including, but not limited to, printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

#### **Section 5.** Terms of Obligations.

The Obligations will be named "Kenosha County, Wisconsin General Obligation Corporate Purpose Bonds, Series 2020D." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

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

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable semiannually on each February 1 and August 1, beginning on February 1, 2021,

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

Principal			Principal		
Maturity Date	Principal	Interest	Maturity Date	Principal	Interest
(August 1)	<u>Amount</u>	Rate	(August 1)	<u>Amount</u>	Rate
2021	\$600,000	.00%	2031	\$ 515,000	.00%
2022	455,000	.00	2032	535,000	.00
2023	455,000	.00	2033	550,000	.00
2024	460,000	.00	2034	560,000	.00
2025	465,000	.00	2035	565,000	.00
2026	470,000	.00	2036	565,000	.00
2027	475,000	.00	2037	575,000	.00
2028	475,000	.00	2038	590,000	.00
2029	480,000	.00	2039	590,000	.00
2030	495,000	.00	2040	585,000	.00

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

#### Section 6. <u>Fiscal Agent.</u>

The County appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the County are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the County. The fiscal agency agreement may provide for the County to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

#### Section 7. Appointment of Depository.

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

#### Section 8. <u>Book-Entry System.</u>

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

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the County will do the following:

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

#### Section 9. Redemption.

The Obligations maturing on and after August 1, 2029 are subject to redemption before their stated maturity dates, at the County's option, in whole or in part, in the order of maturity selected by the County, on August 1, 2028 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 10 and 11 hereof [, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the County will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

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

#### Term Bonds Maturing August 1, 20

Sinking Fund	
Redemption Date	Principal Amount
(August 1)	To be Redeemed
20 20 20 (Stated Maturity)	\$,000 ,000 ,000

#### Term Bonds Maturing August 1, 20\_\_\_

Sinking Fund	
Redemption Date	Principal Amount
(August 1)	To be Redeemed
20	\$,000
20	,000
20 (Stated Maturity)	,000

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in accordance with Sections 10 and 11 hereof, and the County will give notice of the redemption in the manner stated in said sections.]

# Section 10. <u>Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.</u>

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

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

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

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

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

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

# Section 11. <u>Manner of Payment/Transfers/Redemption Notices Not Under Book-Entry System.</u>

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

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

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

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

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the County or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the

Obligation to the Fiscal Agent, the County will issue a new Obligation in the principal amount outstanding after the redemption.

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

#### Section 12. Form of Obligations.

The Obligations shall be in substantially the form shown in <u>Exhibit A</u>. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The County may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

#### Section 13. <u>Execution of Obligations</u>.

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

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

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

#### Section 14. <u>Continuing Disclosure.</u>

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

#### Section 15. Sale of Obligations.

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

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

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

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

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the County to issue them at the time of their delivery.

#### Section 16. General Obligation Pledge; Tax Levy.

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

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

Levy Year	Debt Service Amount Due in Following Year	<u>Levy Year</u>	Debt Service Amount Due in Following Year
2020	\$	2030	\$
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	

#### **Section 17. Debt Service Fund Account.**

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

#### **Section 18. Borrowed Money Fund.**

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund as provided in Section 67.10 (3) of the Wisconsin Statutes. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the "Borrowed Money Fund"). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations or (ii) transferred to the Debt Service Fund Account as provided by law.

#### Section 19. <u>Official Statement.</u>

The County ratifies and approves the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the County authorizes and directs the final version of such document (the "Official Statement") to be prepared prior to the issuance of the Obligations; *provided*, *however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers

approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the County. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

#### **Section 20.** Publication of Notice.

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

#### Section 21. <u>Authorization of Officers</u>.

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

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

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

#### Section 22. Tax Law Covenants.

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

#### **Section 23.** Further Authorization.

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

#### Section 24. <u>Conflict with Prior Acts.</u>

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

#### Section 25. Severability of Invalid Provisions.

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

#### Section 26. <u>Effective Date</u>.

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

		* * * * * * * * *
Adopted:	August 18, 2020	
		County Board Chairperson
		County Clerk
		County Clerk
		County Executive

#### **EXHIBIT A**

#### FORM OF OBLIGATION

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

#### STATE OF WISCONSIN KENOSHA COUNTY

No. R			Registere \$	)d
Gene	ERAL OBLIGATION CORPORA	ATE PURPOSE BOND, SERI	ES 2020D	
Interest <u>Rate</u>	Maturity <u>Date</u>	Original <u>Issue Date</u>	<u>CUSIP</u>	
%	August 1, 20	September 3, 2020	489782	
REGISTERED OWNER:	CEDE & CO.			
PRINCIPAL AMOUNT:			Dollars	

KENOSHA COUNTY, WISCONSIN (herein called the "County"), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable semiannually on each February 1 and August 1, beginning on February 1, 2021, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the "**Obligations**") of the County of an aggregate principal amount of \$10,460,000, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the County pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) separate initial resolutions adopted by the governing body of the County on November 10, 2016 for law enforcement enhancement projects and for highway projects; and (2) the resolution duly adopted by the governing body of the County on August 18, 2020, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of \$10,460,000 General Obligation Corporate Purpose Bonds, Series 2020D, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered bonds.

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

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

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

The Obligations maturing on and after August 1, 2029 are subject to redemption before their stated maturity dates, at the County's option, in whole or in part, in the order of maturity selected by the County, on August 1, 2028 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the County will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Obligations maturing on August 1 in the years 20\_\_ and 20\_\_ (collectively, the "**Term Bonds**") are also subject to mandatory partial redemptions prior to their stated

maturity date by operation of a sinking fund. On the following redemption dates (each a "Sinking Fund Redemption Date"), the County will redeem the following respective principal amounts (subject to reduction as provided in the immediate preceding paragraph) of the Term Bonds:

Term Bonds Maturing August 1, 20
----------------------------------

Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed
20	\$,000
20	,000
20 (Stated Maturity)	,000

#### Term Bonds Maturing August 1, 20\_\_\_

Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed
20	\$,000
20	,000
20 (Stated Maturity)	,000

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

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

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

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

*Partial Redemption*. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will

select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the County will issue one or more new Obligations in the principal amount outstanding after the redemption.

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

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

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

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

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

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

to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

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

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

KENOSHA COUNTY WISCONSIN

	KENOSHA COUNTI, WISCONSH
	By:
[SEAL]	County Board Chairperson
	And:
	County Clerk

Certificate of Authentication
Dated: September, 2020
This Obligation is one of the Obligations described in the Resolution.
BOND TRUST SERVICES CORPORATION, as Fiscal Agent
By: Authorized Signatory

### **ASSIGNMENT**

For value received, the undersigned hereby sells, assigns, and transfers unto PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE (Please Print or Type Name and Address of Assignee) the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute attorney-in-fact, to transfer the and appoint same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation particular, without any alteration or change. in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

Signature Guaranteed

# EXHIBIT B

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

On August 18, 2020, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby Kenosha County, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation corporate purpose bonds in the principal amount of \$10,460,000. It is anticipated that the closing of this bond financing will be held on or about September 3, 2020. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the County Clerk, at 1010 56th Street, Kenosha, Wisconsin 53140 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: Aug	gust, 2020	/s/ Regi Bachochin
•		County Clerk

Subject:

A Resolution Authorizing and Providing for the Sale and Issuance of \$10,460,000 General Obligation Corporate Purpose Bonds, Series 2020D; and All Related Details

# Approved by:

# FINANCE/ADMINISTRATION COMMITTEE:

Committee Member	<u>Aye</u>	<u>No</u>	Abstain	Excused
Terry W. Rose, Chairman	_ 0			
Ronald J. Frederick	_ 🗆			
Edward Kubicki	_ 0			
Monica Yuhas	_ 0			
John Franco	_ 🗆			
Jeffrey Gentz	_ 🗆			
Jeff Wamboldt				

# **KENOSHA COUNTY**

# BOARD OF SUPERVISORS

RESOLUTION	NO.
------------	-----

Subject: RESOLUTION TO APPROVE THE AF THE KENOSHA COUNTY BOARD O		F MR	. SHARM	AIN HARR	RIS TO
Original ⊠ Corrected □	2nd Correction		Resubmit	ted 🗆	
Date Submitted: August 4, 2020	Date Resubmitte	ed:			
Submitted By: Human Services Committee					
Fiscal Note Attached	Legal Note Attac	ched $\square$			
Prepared By: John T. Jansen	Signature:	1/1	ensen	/	
WHEREAS, pursuant to County E Executive has appointed Mr. Sharmain H Health.	xecutive Appoint larris to serve on	the K	020/21-5, f enosha Ce	the County ounty Board	d of
WHEREAS, the Human Services of Executive for confirmation of this appointre Health and is recommending to the Country of the C	ment to serve on t	he <b>Ke</b>	nosha Co	unty Board	•
NOW, THEREFORE, BE IT RESO confirms the appointment of Mr. Sharmai This appointment shall be effective immed 2022 or until a successor is appointed by County Board of Supervisors. Mr. Sharm succeeding Ms. Linda Weiss.	in Harris to the K diately and contin the County Exec	<b>enosh</b> ue unt utive a	a County il the 4th D nd confirm	Board of Hebrued by the Ke	ealth. uary
HUMAN SERVICES COMMITTEE:	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	Excused	
Laura Belsky, Chairman	<b>9</b>				
Hall on	A				
Andy Borg, Vice Chairman	U				
Sandra Beth					
David Celebre Erm Decker	<b>∑</b>				
Erin Decker				<b>-</b> /	
Jerry Gulley					
Lon Wienke					

OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

1010 - 56th Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

Fax: (262) 653-2817

# ADMINISTRATIVE PROPOSAL

# **COUNTY EXECUTIVE APPOINTMENT 2020/21-5**

RE: KENOSHA COUNTY BOARD OF HEALTH

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

> Mr. Sharmain Harris 2000 63rd Street Kenosha, WI 53143

to serve on the Kenosha County Board of Health, beginning immediately upon confirmation of the County Board and continuing until the 4th day of February, 2022, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Harris will serve without pay.

Mr. Harris will be succeeding Ms. Linda Weiss.

Respectfully submitted this 16th day of July, 2020.

Jim Kreuser

Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE JIM KREUSER

# APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)  Name: Shamain S Hallis  First Middle Last
Residence Address:
Previous Address if above less than 5 years:
Occupation: Fatherhoad Program Coordinatar - RKCAA  Company Title
Business Address: 2000 63rd st. Kenshu, WI 53143
Telephone Number: Residence 162-344-7779 Business 162-902-8055
Daytime Telephone Number: 161-344-7779
Mailing Address Preference: Business ( ) Residence (X)
Email Address: Sharmain Sharris @ amail. com
Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes (\( \) No ( )
If yes, please attach a detailed document. There not been paid directly by the count but I am indirectly affiliated via WIC
charitable groups, labor, business or professional organization, and indicate if it was a
Agape Love Christian Ministries-Board Brilding our fature - Board
Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.  Education, Carly head start.

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

Nominee's Supervisory District	· District
Governmental Services: List services with a	ny governmental unit.
Additional Information: List any qualification benefit the Board, Committee, Commission, Society Owner, Community A	ons or expertise you possess that would ctc. This, Carthage College Stace
	ate family directly involved with any action f the appointed board, commission, or n conflict would be prohibited from voting ad been declared and may result in
Please Return To: Kenosha County E 1010 – 56th Street Kenosha, WI 5314	
(For Office	Use Only)
Appointed To:  Commission/C	ommittee/Board
Term: Beginning	Ending
Confirmed by the Kenosha County Board on	
New Appointment	Reappointment
	Previous Terms

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



### BOARD OF SUPERVISORS

RES	OLU	TION	NO.	

Created The Kenosha	County Health Department h Office Pursuant to Wis. S	92 Which Amended Resolution, The Kenosha County Board attat. 252 And Certain Agreement	of Health And The
Original 🗆	Corrected	2nd Correction □	Resubmitted $\Box$
Date Submitted:	, 2020	Date Resubmitted:	
Submitted By Human S			
Fiscal Note Attached		Legal Note Attached	
Prepared By: Jen Fre	eiheit, Health Director	Signature:	recheit

WHEREAS, Kenosha County has provided public health services to the City and County of Kenosha by agreement of the two municipal corporations since 1992, the date of Resolution No. 150, and

WHEREAS, Kenosha County amended that original resolution in 2008 (Resolution No. 92) pursuant to Chapter 251 of the Wisconsin Statutes, enacted in 1993 and replacing Chapter 140.09 Wisconsin Statutes and

WHEREAS, The County Board of Health shall consist of not more than nine members, appointed by the County Executive, subject to confirmation by the County Board and

WHEREAS, By statute in Sec. 251.03(1) of the Wisconsin Statutes, at least three of these members shall be persons who are not elected officials or employees of the governing body that establishes the local health department and who have demonstrated interest or competence in the field of public health or community health and a good faith effort shall be made to appoint a registered nurse and a physician and

WHEREAS, The optimal makeup for the Kenosha County Board of Health would include two physicians practicing in the County, a registered nurse, a representative from the City of Kenosha, two persons with backgrounds and appropriate education credentials in fields representing the social determinants of health such as law enforcement, housing, transit and commerce, a County Board member, and members of good standing in their profession with backgrounds in science or public health including one local practicing dentist and

WHEREAS, Members of the local board of health shall reflect the diversity of the community and, as such, at least six members would optimally not be elected officials or employees of the governing body establishing the local health department and

WHEREAS By statute, the terms for the Board of Health members shall be for a period of five years with the membership in staggered terms and

WHEREAS The membership on the Board of Health is required by statute meet at least quarterly and assure that measures are taken to provide an environment in which individuals can be healthy but Kenosha County Board of Health intends to meet monthly, require knowledgeable membership through staff education, emphasize accountability and attendance, take care to avoid conflicts of interest, abide by the County Ethics Code and follow the Open Meetings Law,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors approve the amendment of Resolution No. 92 in accordance with Chapter 251 as may be amended from time to time with the best practices as outlined in the attached bylaws are the rule of operation and

FURTHER That the County Executive submit to the County Board the names of those needed to fill Board of Health positions as vacancies occur or as appropriate to fulfill the requirements of this resolution

Approved by:

HUMAN SERVICES COMMITTEE	Aye	No	Abstain	Excused
Laura Belsky, Chair				
Andy Berg, Vice Chair	Ø			
Sandra Beth	Ø			
Erin Decker	ter			
Jerry Gulley				
David Celebre				
I on Wienke				

# Kenosha County Administrative Proposal Form

13fer Jahr

1. Proposal Overview
Division: Health Department: Human Services
Proposal Summary (attach explanation and required documents):
This Resolution will update and allow flexibility for the Board of Health Bylaws.
Specifically, it allows membership on the Board to be flexible as State Statute allows and
will aid in keeping membership at capacity and diverse.
Dept./Division Head Signature: Mr Jansh Date: 6/12/2020
2. Corporation Counsel Review Comments:
These Bylaws have been reviewed and modified with the help of the Board of Health, the
Health Director and Corporation Counsel.
Recommendation: Approval Non-Approval
2
John Moyer Signature: John F. Mayer Date: 6/9/20
3. Health Department Review
Comments:
Recommendation: Approval Non-Approval
Health Dept. Signature:  Date:  Op/12/2020
4. County Executive Review
Comments:
Action: Approval Non-Approval
Executive Signature: 1 10 Policy Date: 6/8/20
Executive Signature: 1 m reurse Date: 6/8/20

# **Bylaws for Kenosha County Board of Health**

# Article 1: Name

1.1 The name of this board shall be the Kenosha County Board of Health, hereinafter referred to as the Board.

# Article 2: Authority

- **2.1** The Board is established pursuant to Wis. Stat. §§ 251.04(1) and 251.01(2)(a) and Kenosha County 1992 Resolution No. 150, later amended by 2008 Resolution 92. Under state law, the Board is the advisory and policy-making body for the Kenosha County Division of Health and shall advise the Kenosha County Division of Health.
- **2.2** The Board adopts these Bylaws pursuant to its authority under Wis. Stat. § 251.04(3) to adopt regulations for its own guidance and for the local health department. The Board's Bylaws may be no less stringent than, and may not conflict with, state statutes and rules of the Wisconsin Department of Health Services ("DHS").

### Article 3: Powers and Duties

**3.1** The Board's powers and duties are established by state law and set forth in Wis. Stat. § 251.04 as may be amended from time to time.

# **Article 4: Composition**

- **4.1** The composition of the Board members is prescribed in part by Wis. Stat. § 251.03. A local board of health shall consist of not more than 9 members, at least 3 shall not be elected officials or employees of the governing body. A good faith effort shall be made to appoint a registered nurse and a physician. Members of the local board of health shall reflect the diversity of the community.
- **4.2** For Kenosha County, in addition to the above, member make up will consist of: one City of Kenosha appointed representative, one Kenosha County Board member, and the balance with efforts to recruit persons with backgrounds and appropriate education credentials in fields representing the social determinants of health, including, but not limited to law enforcement, mental health, housing, transit, and commerce, and persons with backgrounds in science or public health. Board members shall be current members in good standing of the professional associations representing their respective professions.
- **4.3** The Kenosha County Executive shall appoint members to the Board of Health, subject to confirmation by the county board of supervisors. Upon any vacancy, names can be submitted to the County Executive who will make the final determination. The term of service on the Board of Health shall be for five years and the appointment to the Board shall provide for staggered terms as may be amended from time to time by State Statute.
- **4.4** Board officers shall be elected by the Board at the Board's Annual Meeting in January of each year, or upon vacancy, and shall include a President and Vice-President. No one Board member can serve in the same officer role for more than three consecutive one-year terms.

### 4.5 The President shall:

- a. Preside at all meetings of the full Board and enforce the parliamentary rules.
- b. Have the authority to vote on all matters, except as otherwise prohibited by law.

- c. Call special meetings of the Board whenever there is enough business to come before the Board, upon written request of at least three (3) members of the Board, or upon written request of the Health Officer/Director.
- d. Advise the Health Officer/Director, or their designee, on agenda preparation for the meetings.
- e. Sign all papers and documents as required by law or as authorized by action of the Board.
- f. Exercise such other powers as may be delegated by the Board.
- g. The President, in consultation with the Vice-President, will designate a Board member to preside over meetings of the full Board, and enforce the parliamentary rules in the absence of the President and Vice-President.
- **4.6** The Vice-President shall, in the absence of the President, serve in the capacity and assume the duties of the President, taking actions appropriate to fulfill said responsibilities.
- **4.7** Committees which include non-Board members may be created by Board action with a simple majority vote. The size, membership, and responsibilities of these committees are determined by the Board. These committees may also be subject to the Open Meetings Law, Wis. Stat. § 19.81, et. seq.
- **4.8** No member of the Board can bind the Board by word or action unless the Board has, in its capacity as advising body, designated such member as its agent for some specific purpose and for that purpose only.
- 4.9 Each Board member shall participate in orientation upon appointment.
  - a. Board of Health members are expected to become knowledgeable about the duties, operations, and functions of the Division of Health/Health Department through reading of materials, consultation with the Health Officer/Director, Health Department staff presentations, membership in the Wisconsin Association of Local Health Departments and Boards (WALHDAB), and, when available, participation in State of Wisconsin Department of Health Services training and/or conferences.

# Article 5: Meetings

- **5.1** The Board shall hold its regular meetings as frequently as determined by the Board, but minimally quarterly. All meetings of the Board must abide by Wisconsin's Open Meetings Law, Wis. Stat. § 19.81, et. seq.
- **5.2** The Health Officer/Director, or their designee, shall prepare the agenda for the Board in consultation with, and at the direction of, the President. The order of business as specified on the Agenda for Board meetings may be changed at the discretion of the President.
- 5.3 Meetings will follow parliamentary procedure as contained in Robert's Rules of Order.
- **5.4** Special meetings may be called either by the President, or, in the case of their absence, the Vice- President, by written request of at least three (3) members of the Board of Health or the Health Officer/Director. Special meetings must adhere to Wisconsin's Open Meetings Law, Wis. Stat. § 19.81, et. seq.
- **5.5** In all cases, public notice of meetings shall be provided at a time and in a manner consistent with the requirements of Wisconsin's Open Meetings Law, Wis. Stat. § 19.81, et. seq.
- **5.6** All questions before the Board shall be decided by a majority vote of all members present; however, no meeting shall be counted as official unless a quorum of the members is present. A quorum shall be a majority of the members, or such a number as defined by the Board.

### Article 6: Attendance

- **6.1** Board members are expected to provide notice to the Board, through the Health Officer/Director or their designee, if they are unable to attend Board meetings in writing at least 24 hours in advance of the meeting. Reasonable efforts will be made to schedule meetings during times that work for all Board members.
- **6.2** Members of the Board may participate in a meeting by means of conference telephone/videoconference or similar communication equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this method shall constitute presence in person at such meeting.
- **6.3** A Board member can send a designee to meetings in the member's place, if designated in writing at least 48 hours before the meeting. The designee is not able to vote on behalf of the Board member.
- **6.4** Board members who miss four (4) meetings in a row or miss at least half of the meetings in a year may be referred to the County Board with a recommendation that the board member be removed from office under Wis. Stat. § 17.12.

### Article 7: Conflicts of Interest

- **7.1** Board members shall avoid all conflicts of interest or the appearance of such conflicts. Most Board members have outside business and professional interests. Board members may not use their position on the Board to further their outside business or employment. Board members shall not accept any gifts, gratuities, trips, personal property, or other items of value from an outside person or organization as an inducement to do business or provide services. Board members shall not abuse their positions by using any services, staff, equipment or property for their personal or family use, or for the use of any organization they are affiliated with.
  - a. All Board members must complete the Kenosha County Ethics Code for Officials and Employees (Chapter 20) Statement of Economic Interest and Financial Disclosure annually.
  - b. A member who knowingly has a conflict of interest or believes they have a potential conflict of interest on any matter before the Board shall declare such conflict of interest prior to any discussion of the matter and shall refrain from any participation in discussion, debate, or voting on such matter.
  - c. The Board shall make a request for a confidential advisory opinion from the Kenosha County Corporation Counsel regarding whether an actual conflict of interest exists under the Kenosha County Ethics Code.
  - d. Any member who has reason to believe that another member has a potential conflict of interest shall state the potential conflict of interest to the Board, at which point the Board shall make a request for a confidential advisory opinion from the Kenosha County Corporation Counsel regarding whether an actual conflict of interest exists under the Kenosha County Ethics Code. If the Corporation Counsel determines that an actual conflict of interest exists, the member with the conflict shall refrain from any participation in discussion, debate or voting on the matter at issue.

# Article 8: Reimbursement for Expenses of Members of Board of Health

**8.1** Board members shall serve without compensation. Board members *may* be reimbursed for actual, necessary expense incurred in the performance of their duties, such as attendance at conferences or other meetings deemed necessary.

### **Article 9: Review and Amendments**

9.1 The Board shall review these Bylaws every two years.

**9.2** These Board Bylaws may be amended, when determined by the Board, by affirmative vote of a majority of all members of the Board, provided that a notice of the proposed changes be sent to each member at least two weeks before the meeting at which the bylaws are to be amended.

# **Article 9: Effective Date**

9.1 These Board Bylaws shall become effective and binding upon the Board of Health immediately upon their adoption.

# KENOSHA COUNTY BOARD OF SUPERVISORS

# **RESOLUTION NO.**

11202017					
Subject: PROBATIONARY CABARET	LICENSE	– St	ein Farm	S	
/					
Original V Corrected	2 <sup>nd</sup> Correc	ction [	Re	submitted	П
Date Submitted: August 18, 2020	Date Resi				
Submitted By: Judiciary & Law					
Enforcement Committee					
Fiscal Note Attached:	Legal Not	e Attac	ched:		
Prepared By: Robert Hallisy, Jr.	Signature	:	1111/	1	
Captain of Operations	Cust	_ /	100 1	53	
WHEREAS, the application of Clem Ste 5708 312th Ave. Salem, Wisconsin, in of June of 2020, was turned over to t WHEREAS, said applicant has paid to the of \$200.00, and WHEREAS, the Kenosha Sheriff's Depart: WHEREAS, the premises were found to 8.02.  NOW, THEREFORE BE IT RESOLVED,	the Town of the Kenosha Se Kenosha Coment has con be in conforthat because	Whea Sheriff's bunty To ducted mity wi	itland, was s Office on c reasurer's C an inspecti ith the Cab the initial a	made during June 17, 20 Diffice the appointment of the proposer of the propose	ng the month 020, and, pplication fee remises, and ance Number by the license
holder, a probationary license be granted Respectf	to Clem Steir		ein Farms f	or <b>six mon</b>	ths.
JUDICIARY AND LAW E	ENFORCEMEN	IT COM	MITTEE		
	Aye	No	Abstain	Excused	
By Frederick, Chairperson	X				
Supervisor David Celebre, Vice Chairperson	0				
John Coulings Supervisor Jeff Wamboldt	A				
Supervisor Mark Nordinan	X				
Supervisor Laura Belsky					
Supervisor Sharon Pomaville	$ \forall$	7			

Supervisor Jerry Gulley

APPLICATION FOR PROBATIONARY CABARET LICENSE

# Kenosha County, Wisconsin

DATE: 6-9-20



# TO THE KENOSHA COUNTY BOARD OF SUPERVISORS:

I, as holder of	a Class	<b>B</b> Liquor	License,	hereby	apply	for a	Probationary
Cabaret License for:							

Stein Farms Name of Premises	5708 312th Ave. Salon WI. 53168 Address
5708. 312 Ave.	Salin, WI 53168
Mailing Address	Zip Code
from the date hereof for 6 months,	(an application for a regular cabaret license

will be sent upon expiration of the probationary license) and I hereby agree to deposit \$200.00 for said license and to comply with all the provisions of the Cabaret License Ordinance adopted by the County Board and in effect March 6, 2001 and all the laws of the State of Wisconsin pertaining thereto.

Clem Stein PRINT LICENSE HOLDER'S NAME

Signature of Applicant (Must be license holder)

3 12 - 371 - 1155

Day-time Telephone Number

A PHOTOCOPY OF YOUR CLASS B LIQUOR LICENSE MUST BE SUBMITTED WITH THIS **APPLICATION** 

NOTE: AN UPDATED LIQUOR LICENSE MUST BE FILED WITH THE CLERK'S OFFICE **FOLLOWING RENEWAL IN JULY** 

COMBINATION

No. 2020/2021 -- 009

# CLASS B RETAILER'S LICENSE for the sale of

FERMENTED MALT BEVERAGES and INTOXICATING LIQUORS

whereas, the local governing body of the TOWN of WHEATLAND, County of KENOSHA, Wisconsin, has, upon application duly made, granted and authorized the Issuance of a Retail Class "B" License to Stein Farms LLC, Clem Stein, Agent to sell Fermented Malt Beverages as defined by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the Treasurer the sum of \$100.00 for such Class "B" Retailer's Fermented Malt Beverage license as required by local ordinances,

AND WHEREAS, the local governing body has granted and authorized the issuance of a "Class B" Intoxicating Liquor License to said applicant to sell intoxicating liquor as defined in and pursuant to Chapter 125.51(3) of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of \$200.00 for such "Class B" Intoxicating Liquor License as provided by local ordinances and has compiled with all the requirements necessary for obtaining such licenses,

LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises "Stein Farms" 5708 312<sup>th</sup> Ave., events barn, stage, beer garden, patio, breezeway, lodge, and courtyard per attached map.

FOR THE PERIOD from July 1, 2020 thru June 30, 2021.

Given under my hand and the corporate seal of the

**TOWN of WHEATLAND** 

this July 9th

\_\_ 2020

Sheila M. Siegler, Town Clerk

# TOWN OF WHEATLAND

34315 Geneva Road · P.O. Box 797 · New Munster, Wisconsin 53152-0797 · Phone: (262) 537-4340 · Fax (262) 537-4261

# CERTIFICATE OF OCCUPANCY

Parcel No.: 95-4-219-364-0112
Location: 5708-312th Ave.
Owner(s): STEIN FARMS
Type of structure: A-Z BANGUAT MAU
Current use: Same
After final inspection of the structure located on the above-described parcel, I hereby certify that it has been built according to the codes of the Town of Wheatland and the State of Wisconsin, with the following exceptions, and may be occupied a listed.
Any future use of the structure must conform with uses allowed for this zoning district as delineated in the Kenosha County Shoreland and Floodplain Zoning Ordinance.
Wheatland Building Inspector  Certificate No. 70746
EXCEPTIONS:
After the above exceptions are completed, another inspection must be made and a clear certificate issued.
DATED: 3/17/019 Red 5/27/020
(Form 01.19.2006)

# Kenosha, WI 53140 1010 56th Street KENDSHA COUNTY Treasurer

06/16/2020 02:52PM 003050-0007 Jeslyn S.

PAY TO THE ORDER OF Johnson Bank 075911852 FOR DEPOSIT ONLY KENOSHA COUNTY

200.00 KCAB

122006822 003050-000007 06/16/2020 02:61PM

盖	
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믕	

CL23 Cabaret

License-Probationary 1 @ 200.00

License-Probationary CL23 Cabaret

200,002

200,000

100-150-1510-444010--

200.00

200.00

Subtotal [ota]

200,002

Check Number 3010

Change due

0.0

Paid by: The Stein Farms

Comments: Cabaret License Prob - Stein

FOR CHECK PAYMENTS, RECEIPT IS NOT VALID UNTIL THE CHECK HAS CLEARED ALL BANKS.

CUSTOMER COPY DUPLICATE RECEIPT

Strate Spaces 3010 Œ 1802 \$ Juston DOLLARS 79-1784/759 30 10 Ē 130° 91784310000120BB THE STEIN FARMS CLEMENT STEIN III 5708 312TH AVE SALEM, WI 53168-9229 WINTRUST COMMUNITY BANK **FOWN BANE** No AY TO THE



# **Kenosha County Sheriff's Department Summary**

Print Date/Time:

07/21/2020 08:25

Login ID: Case Number: kcad\rhallisy 2019-00325599 Kenosha County Sheriff's Department

**ORI Number:** 

WI0300000

Case

Case Number: Location:

2019-00325599

5708 312TH AVE

Reporting Officer ID: 206 - Zoerner

BURLINGTON, WI 53168

Incident Type:

Service

Occurred From: Occurred Thru:

06/12/2019 15:42 06/12/2019 15:42

Disposition:

Disposition Date:

Reported Date:

06/12/2019 15:42 Wednesday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts

**Property** 

Model Code Type Make Description Tag No. Item No. Date

Routing:

# KSD Supplement, Officer: KCAD\DZoerner, Supervisor: KCAD\MMalecki, Merged By:

KJS\amw372

# **KENOSHA SHERIFF**

FIELD CASE REPORT

CASE# 2019-00325599

	REPORT	TEO DATE/TIME	OCCURRED INCIDENT TO	作								
	06/	18/2020 10:24										
EVENT	OCCUR	RED FROM DATE/TIME	OCCURRED THRU DATE	/TIME	LOCATION OF OCCU	RRENCE						
Ш												
_	-											
		STATUTE/DESCRIPTION								C	DUNTS	АТТЕМРТ/СОММІТ
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ŠËS												
OFFENSES												
FFI												
		A										E
	JACKET	SUBJECT TYPE	1	NAME (LAST, FIRST	, MIDDLE SUFFIX)							
CT	DOB	AGE or AG	E RANGE	ADDRESS (STREET,	CITY, STATE, ZIP)							
SUBJECT	RACE			SEX		HEIGHT or RAI	IGE.	WEIGHT or RANGE	HAIR		EVE	
sul											1	
	IDENTIFI	ICATION TYPE		PRIMARY	PHONE	1	PHONE #2		1	PHONE #3		
_			T									
	JACKET	7SUBJECT TYPE		IAME (LAST, FIRST	(MODEL SUFFIX)							
_	DOB	AGE or AG	E RANGE 4	ADDRESS (STREET,	CITY STATE ZIP)							
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SUBJECT	RACE			SEX		HEIGHT or RAI	IGE	WEIGHT or RANGE	HAIR		EYE	
ร												
	DENTIFE	CATION TYPE		PRIMARY	PHONE		PHONE #2			PHONE #3		
	JACKET	/SUBJECT TYPE	10	IAME (LAST, FIRST,	MIDDLE SUFFIX)							
⊢	800	AGE or AG	E RANGE A	ADDRESS (STREET,	CITY, STATE, ZIP)							
JEC												
SUBJECT	RACE			SEX		HEIGHT or R.41	GE	WEIGHT or RANGE	HAIR		EYE	
S					12/02/02	<u> </u>						
	IDEN ( IF I	CATION TYPE		PPINARY	PHONE		PHONE #2			PHONE #3		

REMEWED BY

Malecki, Mark M

06/18/2020

06/18/2020

REPORTING OFFICER

Zoerner David 206



# KENOSHA SHERIFF

FIELD CASE REPORT

CASE# 2019-00325599

### **NARRATIVE**

I, Sgt. David Zoerner, responded to Stein Farms at 5708 312<sup>th</sup> Avenue reference following up on a Cabaret License Check that I conducted on 06-12-2019.

The structures and layout of the venue remain unchanged from my previous inspection. See attached diagram.

Stein Farms is not currently in possession of a valid Class B Liquor License, as it is to be voted upon by the Town of Wheatland Board at the town meeting Monday, June 22, 2020, per Wheatland Town Clerk, Shiela Siegler. Clerk Siegler advised that she will forward the Class B Liquor License as soon as it is available. No problems with its issuance are foreseen.

Nothing further at this time.

REPORTING OFFICER	DATE	REMEWED BY	
Zoerner David 206	06/18/2020	Małecki, Mark M	06/18/2020



# **KENOSHA SHERIFF**

FIELD CASE SUPPLEMENT

CASE# 2019-00325599

### SUPPLEMENTAL NARRATIVE

On 07/29/2019, I, Sgt. David Zoerner received notification from Town of Wheatland Clerk Sheila Siegler reference the Stein Farms Cabaret License Check final inspection. Clerk Siegler advised that the Stein Farm has not received "a final sign off," but with extenuating circumstances.

Stein Farms has received approval from the state of the revised fire suppression plans for the building. The fire suppression system has been installed and last Friday it did pass a pressure test of the system. But, to receive a final signoff, the test must be performed in the presence of the building inspector and fire chief by an independent testing firm. Neither of those two officials were available on Friday. So, a date has been set up for mid-August. At that time, there should be a final to this.

Clerk Seigler advises that she will advise the Sheriff's Office of the outcome of that final inspection.

Nothing	Further
---------	---------

PEPORTING OFFICEP	DATE	REVEWED BY	
206 Zoerner	07/29/2019	Zoerner, David W	07/29/2019

# APPLICATION FOR PROBATIONARY CABARET LICENSE

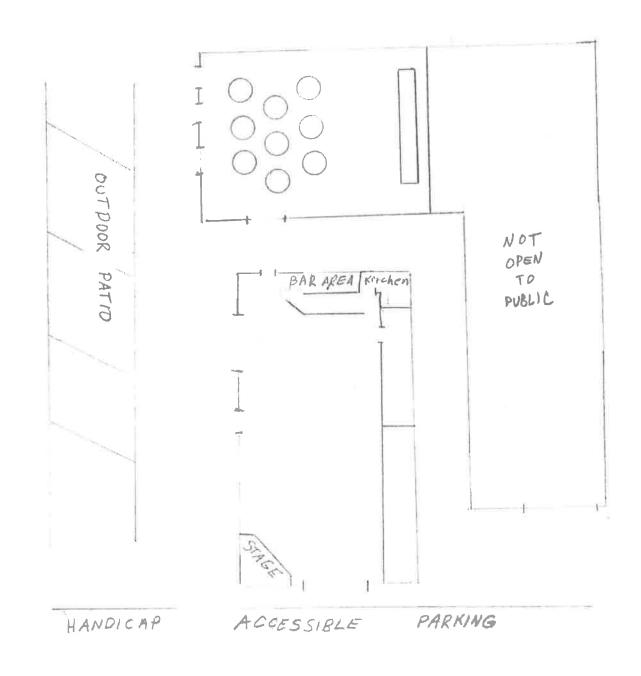
Kenosha County, Wisconsin

DATE: 4-23-19	_
TO THE KENOSHA COUNTY BE	OARD OF SUPERVISORS:
Cabaret License for:	Liquor License, hereby apply for a Probationary
Sleig Farms Name of Premises	5708 312+3 Ave. Schm WI. 53168 Address
from the date hereof for 6 mont will be sent upon expiration of t deposit \$200.00 for said licens	, In the County of Kenosha  ths, (an application for a regular cabaret license the probationary license) and I hereby agree to the and to comply with all the provisions of the ted by the County Board and In effect March 6,
	PRINT LICENSE HOLDER'S NAME  Signature of Applicant (Must be license holder)  3 12 - 37 (155)  Day-time Telephone Number

A PHOTOCOPY OF YOUR CLASS B LIQUOR LICENSE MUST BE SUBMITTED WITH THIS APPLICATION

NOTE: AN UPDATED LIQUOR LICENSE MUST BE FILED WITH THE CLERK'S OFFICE FOLLOWING RENEWAL IN JULY

# Stein Farms LLC. 5708 312 Avenue





#15CONSIN D on Class B Retail License

No. 2018/2019 - 009

COMBINATION

CLASS B RETAILER'S LICENSE

FERMENTED MALT BEVERAGES and INTOXICATING LIQUORS

Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the Treasurer the sum Clem Stein, Agent to sell Fermented Mait Beverages as defined by and pursuant to Section 125.26 of the application duly made, granted and authorized the issuance of a Retail Class "B" License to Stein Farms LLC, WHEREAS, the local governing body of the TOWN of WHEATLAND, County of KENOSHA, Wisconsin, has, upon

of \$16.67 for such Class "B" Retailer's Fermented Mait Beverage license as required by local ordinances,

\$33,33 for such "Class B" Intoxicating Liquor License as provided by local ordinances and has complied with all Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of Liquor License to said applicant to sell intoxicating liquor as defined in and pursuant to Chapter 125.51(3) of the AND WHEREAS, the local governing body has granted and authorized the issuance of a "Class B" intoxicating

and Intoxicating Liquors at the following described premises "Stein Farms" 5708 312th Ave., events LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages the requirements necessary for obtaining such licenses, stage, beer garden, patio, breezeway, lodge, and courtyard per attached

FOR THE PERIOD from May 9 thru June 30, 2019

Given under my hand and the corporate seal of the

TOWN OF WHEATLAND

day of May, 2019



WISCONSIN DEPARTMENT OF REVENUE PO BOX 8902 MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902 ph: 608-266-2776 fax: 608-264-6884 email: DORBusinessTax@wisconsin.gov website: revenue.wi.gov

Letter ID

L0635431312

CLEM STEIN STEIN FARMS LLC 5708 312TH AVE. SALEM WI 53168-9229

# Wisconsin Department of Revenue Seller's Permit

Legal/real name:

STEIN FARMS LLC

Business name:

STEIN FARMS LLC 5708 312TH AVE.

SALEM WI 53168-9229

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- · You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this
  permit at all events.

Tax Type

Account Type

Account Number

Sales & Use Tax

Seller's Permit

456-1029951372-02

Sec. 183,0202 Wis. Stats.



# State of Wisconsin Department of Financial Institutions

# ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1.

Name of the limited liability company:

Stein Farms LLC

Article 2

The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.

Article 3.

Name of the initial registered agent:

LEGALINC CORPORATE SERVICES INC.

Article 4.

Street address of the initial registered office:

**4650 WEST SPENCER STREET** 

SUITE L

APPLETON, WI 54914 United States of America

Article 5.

Management of the limited liability company shall be vested in:

A member or members

Article 6.

Name and complete address of each organizer:

Clem Stein 5708 312th Ave. Salem, WI 53168 United States of America

Other Information. This document was drafted by:

Zoe Dickson

Organizer Signature:

Clem Stein

Date & Time of Receipt:

5/30/2017 2:35:46 PM

# DEPARTMENT OF THE TREASURY ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB) Alcohol Dealer Registration - For Use On and After July 1, 200

		se read Instruction.	s carefully befo	ore complet	ing this form)	1, 2008	
		SECTION 1 - ID					
NAME (Last	, First, Middle) or CORPORAT	AND DESCRIPTION OF THE PARTY OF	THE RESERVE OF THE PARTY AND T		-	NUMBER	(See Instructions)
STEIN FARM	IS LLC			-82-169	1879		
MAILING AD	DDRESS (Street address or P.	O. Box)	CIT	Y	*******	STATE	ZIP CODE
5708 312TH	AVE.		SALI	EM .		wi	53168
-	X a, b, or c: NEW BUSINESS OUT OF BUSINESS	CHANGE IN:	G BUSINESS I (complete iter ME / TRADE N DRESS / LOCA	ms below) IAME	OWNERSH		ICATION NUMBE
	HANGE, OR OF ENTRY	( pus	Siness class		(OLD: •	, iòcittii	)
	IESS, OR OF TERMINATION SS (mm/dd/yyyy)	☐ PHO		5	(NEW:	_	,
01 5001112							)
	SECTION 2 -	- BUSINESS CL below for each but	ASS(ES) AN siness location	D PREME Lusing the	SES LOCATIO eporopriate cias	NS s code	
DEALER C			SUBCLASS	Charles and the second	-ppi-ppinto otto	o ocup	CLASS COD
RETAIL DE	ALER (Anyone who sells, or o	offers for sale,	Liquors (Dist	tilled Spirits	Wine or Beer)		A Secretarial Marie Co.
everage alc xamples are	phol products to any person of package stores, restaurants,	ther than a dealer. bars, private	Beer Only				12
lubs, fratem	al organizations, grocery store	s or supermarkets	Liquors (Dist	Bled Spirits	Wine or Beer) -	- At Large*	15
mich sen sud	ch beverages.)		Beer Only -	At Large*			16
ale, beverag	E DEALER (Anyone who se e alcohol products to another	dealer. An	Liquors (Disti	illed Spirits,	Wine, or Beer)		31
	nust register as a wholesaler in the products to other dealers.		Bear Only			7.5	32
A retail deal	er at large is one whose busin	eas requires him to	o move from pli	ece to place	a, such as a circ	us or camik	rai.
CLASS CODE	TRADE NAME	PREMISES STREET NUMBI		=	CITY, STATE, ZIP CODE		TELEPHONE NUMBER
11	STEIN FARMS	5708 312TH AVE.		S	ALEM, WI. 5316	8 (	312 ) 371-1155
							)
						1	)
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	H 77 - 1	1				(	)
rowledge ar	ies of perjury, I declare that nd belief; that this registration one location, it applies ont	on applies only to	The specified	d business	and location of	or, where t	he registration is
GNATORE	tons toxonon, it approxi on	TITLE	AND TO THE	ations ape	THE SHI LIO COMM	DATE	
(1	of-	PRESIDENT/MA	WAGER			03/14/20	19
	(05/2015)		Page 1 of 2			ACRES MANY AND	

Date of this notice: 05-30-2017

Employer Identification Number: 82-1694879

Form: SS-4

Number of this notice: CP 575 G

STEIN FARMS LLC CLEM STEIN SOLE MER 5708 312TH AVE SALEM, WI 53168

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

# WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-1694879. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (ILC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

### IMPORTANT REMINDERS

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all
  your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is STSI. You will need to provide this information, along with your EIN, if you file your returns electronically

Thank you for your occperation.

# KSD Case, Officer: KCAD\DZoerner, Supervisor: KCAD\DZoerner, Merged By: KJS\mrs366



# **KENOSHA SHERIFF**

FIELD CASE REPORT

CASE# 2019-00325599

	REPORTED DATE/TIME	OCCURRED INCIDENT TYPE								
¥	06/12/2019 15:42	Service								
EVENT	OCCURRED FROM DATE/TIME OCCURRED THRU DATE/					TEIN F	ARMS LLC			
ш	06/12/2019 15:42	06/12/2019 1	5:42	3700 312 A	.VL					
	STATUTE/DESCRIPTION								соинт	s Аттемрт/сомміт
OFFENSES	STATUTE BESSIE TO									
									-	
	JACKET/SUBJECT TYPE	NAME	(LAST, FIRST, MIDD	LE SUFFIX)						
SUBJECT	Adult Other		ein, Clem							
	DOB AGE or AG		SS (STREET, CITY,							
	09/30/1960 58 5700 312 AVE Salem, WI 53168  RACE SEX HEIGHT OF RANGE WEIGHT OF RANGE HAIR EYE									
	RACE White		Male					Blue		
	IDENTIFICATION TYPE		PRIMARY PHON			PHONE #2	j.		PHONE #3	
	Photo Drivers Licens	se	(312)3	71-1155						
	JACKET/SUBJECT TYPE	NAME	(LAST, FIRST, MIDD	_E_SUFFIX)						
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SUB	RACE				EKSMT or RAI		WEIGHT OF RANGE			
	RACE IDENTIFICATION TYPE		PRIMARY PHOP	Ε		PHONE #2	WEIGHT of RANGE			
REPO	RACE		PRIMARY PHOP	E DATE R	evewer by	РНОНЕ #2	WEIGHT OF RANGE		PHONE #3	13/2019



# KENOSHA SHERIFF

FIELD CASE REPORT

CASE# 2019-00325599

### **NARRATIVE**

On 06-12-2019 at 1542 hours, Sergeant David Zoerner conducted a Probationary Cabaret License Application Check at Stein Farms, 5708 312<sup>th</sup> Avenue. I met with owner Clem Stein in the north building at the bar area. I observed their Class B Retailer's License issued by the Town of Wheatland on May 13, 2019 clearly displayed on the west wall at the bar area. Expires June 30, 2019. Also clearly displayed was the Temporary Cabaret License for an event held there on June 8, 2019. Mr. Stein also presented me with three additional Temporary Cabaret Licenses for upcoming events. These are dated for June 16, 2019, June 23, 2019 and June 30, 2019. I gave Clem Stein a printed copy of the Kenosha County Ordinance 8.02 Cabaret Licenses.

The Stein Farms venue is two separate buildings. The north building contains a dance area with a small stage in the northeast corner, bar and kitchen area. The building to the south contains seating area for dinner service, also can be used as a dancing area, per Clem Stein. There is an outdoor seating area to the east of these buildings. The north side of the property contains the parking area including clearly marked handicap accessible parking stalls directly in front of the north building and outdoor seating area.

Stein Farms has had issues with its fire suppression system and does not have a final inspection completed by the state at this time. I spoke with Shiela Siegler, Clerk for the Town of Wheatland reference the inspection for Stein Farms LLC. Clerk Siegler advised that Stein Farms is waiting for a revised state plan approval as there were changes made during the installation of their fire suppression system. Stein Farms cannot receive a final inspection from the Town of Wheatland building inspector until Town of Wheatland has the state approved plan on file.

Clerk Siegler advised that although municipalities can issue business licenses, the Town of Wheatland does not. Siegler provided me with copies of business documentation for Stein Farms LLC including the Wisconsin Department of Revenue Seller's Permit, State of Wisconsin Articles of Incorporation - Limited Liability Company, Alcohol Dealer Registration from the Alcohol and Tobacco Tax and Trade Bureau and their Internal Revenue Service Employer ID number assignment.

REPORTING OFFICER	DATE	REVEYED BY	
206 ZoernerDavid	06/12/2019	Zoerner, David W	06/13/2019

Page: 14 of 14 KSD Case 2019-00325599 Page 2 OF 2

COMBINATION FORM

No. 2019/2020 -- 009

# CLASS B RETAILER'S LICENSE for the sale of FERMENTED MALT BEVERAGES and INTOXICATING LIQUORS

**Clem Stein, Agent** to sell Fermented Malt Beverages as defined by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the Treasurer the sum of \$100.00 for such Class "B" Retailer's Fermented Malt Beverage license as required by local ordinances, application duly made, granted and authorized the issuance of a Retail Class "B" License to Stein Farms LLC, WHEREAS, the local governing body of the TOWN of WHEATLAND, County of KENOSHA, Wisconsin, has, upon

of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of \$200.00 for such "Class 8" Intoxicating Liquor License as provided by local ordinances and has compiled with all the License to said applicant to sell intoxicating liquor as defined in and pursuant to Chapter 125.51(3) of the Statutes requirements necessary for obtaining such licenses, AND WHEREAS, the local governing body has granted and authorized the issuance of a "Class B" Intoxicating Liquor

barn, stage, beer garden, patio, breezeway, lodge, and courtyard per attached map and Intoxicating Liquors at the following described premises "Stein Farms" 5708 312th Ave., events LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Mait Beverages

FOR THE PERIOD from July 1, 2019 thru June 30, 2020.

Given under my hand and the corporate seal of the

TOWN of WHEATLAND

this twenty-fourth day of June 2019

Sheila M. Siegler, Town Clerk

### KENOSHA COUNTY BOARD OF SUPERVISORS RESOLUTION NO.

20 AP	)			
Subject: FY20 6 Ed	uipment Grant Award	d – Homeland Securit	y – Wisconsin	
<b>Emergency Manage</b>	ment/ HS ALERT EOD	Bomb Suit		
Original 🗵	Corrected □	2 <sup>nd</sup> Correction □	Resubmitted □	
Date Submitted: August 18, 2020		Date Resubmitted		
Submitted By:Judiciary & Law Enforcement Committee & Finance/Administration Committee				
Fiscal Note Attached X		Legal Note Attached □		
Prepared By: Lt. Stev Lieutenant of Patrol		Signature)	5220	

WHEREAS, the Kenosha County Sheriff's Department, as the Agency in charge of the Kenosha County Sheriff's Bomb Squad, has been awarded \$36,000 from the State of Wisconsin Emergency Management through the Homeland Security-WEM/HS Alert EOD Bomb Suits 2019 program to purchase (1) ALERT EOD 10 bomb suit, and

WHEREAS, the Kenosha County Sheriff's Department Bomb Squad is a regional response team that responds to and processes Hazardous Device Incidents in Kenosha County and the Southeast Wisconsin Region, and

WHEREAS, the EOD 10 Bomb Suit Ensemble consist of a front jacket panel, neck/chest/groin plate, rear jacket panel and back protector with integrated ventilation, one-piece trousers, foot protectors, helmet, and visor built in lights; all of which provides full body protection to the bomb technician from four main threats from a blast: overpressure, fragmentation, impact and heat, and will be worn on joint SWAT Responses and EOD missions where there is a explosive threat, and

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

WHEREAS, the project funding period for this grant begins July 20, 2020 and expires December 31, 2020.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the this grant and approve the revenue and expenditure budget modifications, to the 2020 budget, as per the budget modification form, which is incorporated herein by reference, and

BE IT FURTHER RESOLVED, that any unobligated grant funds remaining available at year end be hereby authorized for carryover to subsequent years until such time as the grant funds are expended in accord with the grant requirements.

Note: This resolution requires no funds from the general fund. It increases revenues by \$36,000 and increases expenditures by \$36,000.

Subject: FY2019 Equipment Grant Award - Homeland Security - Wisconsin Emergency Management/ HS ALERT EOD Bomb Suit 2<sup>nd</sup> Correction □ Corrected □ Resubmitted □ Original 🗵 Date Resubmitted Date Submitted: August 18, 2020 Submitted By: Judiciary & Law **Enforcement Committee &** Finance/Administration Committee Respectfully Submitted, JUDICIARY AND LAW ENFORCEMENT COMMITTEE <u>Abstain</u> **Excused** <u>No</u> Supervisor Boyd Frederick, Chair Supervisor David Celebre, Vice Chair Supervisor Sharon Pomaville Supervisor Jerry Gulley FINANCE/ADMINISTRATION COMMITTEE **Excused** Aye No **Abstain** Supervisor Terry Rose, Chair Supervisor/Jeffrey Gentz/Vice Chair Supervisor Ron Frederick upervisor Jeff Wamboldt Supervisor Monica Yuhas Supervisor John Franco

### Kenosha County Administrative Proposal Form

1. Proposal Overview						
Division: Law Enforcement Department: SHERIFF Proposal Summary (attach explanation and required documents):						
Resolution: to accept \$36,000 of grant funds from the Wisconsin Emergency Management - Homeland Security Program (Fed. 97.067 HSW) - to purchase (1) EOD 10 Bomb Suit Ensemble. This bomb suit is an FBI required piece of equipment item for certified bomb squads and will be used by the Sheriff's Department Bomb Squad. The awarding agency is not requiring a hard match for this award, therefore, no additional tax levy dollars are requested to implement this grant award.						
Dept./Division Head Signature:	Date: <u>6-30-20</u>					
2. Department Head Review Comments:						
Recommendation: Approval Non-Approval						
Department Head Signature:	Date: 6-30-20					
3. Finance Division Review Comments:						
Recommendation: Approval Non-Approval						
Finance Signature:	Date: 7/1/20					
4. County Executive Review Comments:						
Action: Approval Non-Approval Description: Approval Description: Non-Approval Description: Non-A	- 11					
Executive Signature: Trues Meuse	Date: 7/5/30					

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

DISTRIBUTION

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

# KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

								DOCUMENT#		G/L DATE	ATE		
DEPT/DIVISION:			SHERIFF	2020				BATCH#		ENTR	ENTRY DATE		
PURPOSE OF BUDGET MODIFICATION (REQUIRED)	IFICATIO	N (REQUIRE		o modify Sher	iff Patrol/Eme	rgency Manas	gement 2020 budg	To modify Sheriff Patrol/Emergency Management 2020 budget to recognize grant funding from Wisconsin Emergency Management DMA HLS	funding from Wi	isconsin Emerge	ency Manageme	ant DMA HLS	
			Q Q	or the Kenosh	a County Bom	Squad purch	ase of (1) HS AL	for the Kenosha County Bomb Squad purchase of (1) HS ALERT EOD Bomb Surt Ensemble.	t Ensemble				
(1)							BUDGET CHAN	BUDGET CHANGE REQUESTED				AFTER TRANSFER	ANSFER
MAIN ACCOUNT				(2)			(3)	(4)	(5)	(9)	(3)	(8)	(6)
DESCRIPTION EXPENSES	FUND	DIVISION	SUB- DIVISION	MAIN	PROJECT	SUB- PROJECT	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	ACTUAL EXPENSES	REVISED BUDGET	EXPENSE BAL AVAIL
Grant Payment Programs	100	210	2130	571580			36,000		0	24,650	19,013	60,650	41,637
			***		EXPENSE TOTALS	TALS	36,000	0	0	24,650	19,013	99,09	41,637
REVENUES	FUND	DIVISION	SUB- DIVISION	MAIN ACCT	PROJECT	SUB- PROJECT	SUB- REVENUE PROJECT DECREASE (+)	REVENUE INCREASE (+)	ADOPTED BUDGET	CURRENT BUDGET		REVISED BUDGET	
WI DMA-HS Program	100	210	2130	442605				(36,000)	0	0		(36,000)	
												(000)	
					REVENUE TOTALS	] STATC	0	(36,000)	0	0	=	(36,000)	
COLUMN TOTALS, EXP TOTAL + REV TOTAL) PREPARED BY: JUSTELLI LILLY	STAL + F	REV TOTAL)			DIVISION HEAD:_	SAD:	36,000 1 MM	(36,000)] (AS DA	DATE: 6.30-20	27			
DEPARTMENT(HEAD:	20	21	D'	DATE:	6-32-7E	9				Please fill in all columns: (1) & (2) Main Account information as required	columns: Account inform	iation as require	Ę.
FINANCE DIRECTOR: (required)	1=	7			141	N		DATE:		<ul><li>(3) &amp; (4) Budget change requested</li><li>(5) Original budget as adopted by the board</li><li>(6) Current budget (original budget w/past mods.)</li></ul>	et change reque: lget as adopted get (original bu	sted by the board dget w/past mo	ds.)
COUNTY EXECUTIVE.	1	man!	Mune	DATE.	11/19	0				(7) Actual expenses to date (8) Budget after requested modifications	nses to date	lifications	ŕ
SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.	EQUIRED	LEVELS OF	APPROVAL F	OR BUDGET	MODIFICAT	NOI				(9) Balance avallable ancr transfer (col 8 - col 1).	iliable after tran	sier (col 8 - col	.()

### WISCONSIN EMERGENCY MANAGEMENT

Applicant Hereby Applies to the WEM for Financial Support for the Within-Described Project:

### **SUBGRANT #:** 11981

### WEM USE ONLY

Receipt Date	Award Date	Subgrant Number(s)	
6/24/2020	6/30/2020	2019-HSW-02A 11981	

SHORT TITLE: HS ALERT EOD Bomb Suit 2019

1.	Type of Funds for which you are applying.	Homeland Security - WEM (Fed	d. 97.067 HSW) HS A	LERT EOI	D Bomb Suit 2	019 (2	)
2.	Applicant	Name Of Applicant:		County:	Kenosha		
		Kenosha County Sheriff's Depar	rtment				
		Street Address: 1000 55th S					
		Address Line 2:		Address I	Line 3:		
		City: Kenosha		State: V	VI	Zip:	53140-3794
3.	Recipient Agencies	Kenosha County Sheriff's Depa	rtment				
4.	Signatory	Name:	11	Title:	Sheriff		
		Sheriff David G. Beth		Agency:	Kenosha	ı Count	ty
		Street Address: 1010 56th Street					
		Address Line 2:		Addr Lin	e 3:		
		City: Kenosha	0		WI	Zip:	53140-3707
		Phone: 262-605-5101 Fa	ax: 262-653-6903		david.beth@ke		
5.	Financial Officer	Name:		Title:			Manager
		Jasleen Kaur		Agency:	Kenosha Departm		ty Sheriff's
		Street Address: 1000 55th S	Street				
		Address Line 2:		Addr Lin	e 3:		
		City: Kenosha			WI	Zip:	53140-3794
		Phone: 262-605-5178 Fa	ax:		Jasleen.Kaur@		hacounty.org
6.	Project Director	Name:		Title:	Lieutena		
		Lt. Steven T Beranis		Agency:	Kenosha Departm		ty Sheriff's
		Street Address: 1000 55th Street					
		Address Line 2:		Addr Lin	ie 3:		
		City: Kenosha			WI	Zip:	53140-3794
		1 1101101	ax:	Email: 9	steven.beranis	@keno	shacounty.org
7.	Brief Summary of	, , ,	ed 50 characters)				
	Project	HS ALERT EOD Bomb Suit 20	019				
	(Do Not Exceed Space Provided)	The ALERT EOD Bomb Suit ga EOD 10E bomb suit. The bord explosive blast. The bomb ense body. The bomb suit will be well bomb suit meets the requirement Public Safety Bomb Suit Stands	mb suit ensemble will premble is the suit and helr orn on EOD missions what set forth in the U.S. I	rovide protenet that pro net that pro nere there is	ection against ovides protecti s a explosive t	the thr ion to the threat.	eats of an he whole The EOD 10E

### 8. SubGrant Budget

### Sources

	Federal	
Categories		Category Total
Equipment		
	36,000.00	36,000.00
Source Total	36,000.00	36,000.00

9. Project Start Date: 7/20/2020

Project End Date: 12/31/2020

### 10. Budget Details:

### Master Budgets:

By Recipient Agency	Year 1	Total
Kenosha County Sheriff's Department	36,000.00	36,000.00
Total:	36,000.00	36,000.00

Allocation/Recipient Agency:

Kenosha County Sheriff's

Department

Category:	Year 1	Total
Equipment	36,000.00	36,000.00
Total:	36,000.00	36,000.00

### 11. Budget Details:

**Master Budgets:** 

Line Item Details for Kenosha County Sheriff's Department

### YEAR 1

### **EQUIPMENT**

Briefly describe This grant will allow the Kenosha County ALERT Bomb squad to purchase a EOD 10E bomb

the overall use suit ensemble. The bomb suit ensemble will be worn on EOD missions where there is a of the funds for explosive threat. The EOD 10E suit is lighter in weight, provides enhanced user mobility and

this budget has ventilation within the jacket. The helmet is lighter and provides higher levels of protection category: against the threats of a blast. We will also purchase the SCBA compatible face shield.

[02PE-01-BSUT] - Suit, Improvised Explosive Device/Explosive Ordnance Disposal (IED/EOD) Item

Protective Ensemble

**Description:** EOD 10 Bomb suit

Jurisdiction Located Kenosha, County of County Located Kenosha

**Project Type:** Establish/enhance explosive **Discipline Using:** Law Enforcement

ordinance disposal units/bomb squads

The Kenosha County ALERT Bomb Squad is in need of a new bomb suit. We are currently using Summary:

one EOD 10 and one EOD 9 bomb suits. The EOD 9 was manufactured in 04/2006. The manufacture of the suits recommends they be replaced after 10 years of use. The EOD Bomb Suit 2019 grant will allow for the purchase of a new EOD 10 bomb suit. The EOD 10 offers advanced technology with reduced weight and greater protection from explosive threats. The EOD 10 Bomb Suit Ensemble meets the requirements set forth in the U.S. National Institute of Justice NIJ

0117.01 Public Safety Bomb Suit Standard. The bomb suit will protect the bomb technician from the four main threats from a blast: overpressure, fragmentation, impact and heat. The bomb suit is a FBI required equipment item for certified bomb squads. The bomb suit ensemble consists of: a front jacket panel, neck/chest/groin plate, rear jacket panel and back protector with integrated ventilation, one-piece trousers, foot protectors, helmet, and visor with built-in lights. We will also

purchase the EOD® 10 breathing apparatus (BA) face shield kit for CBRNe operations where

chemical-biological threats are suspected. The face shield integrates with the SCBA.

Quantity: 1.00

**Unit Cost:** 36,000.0000 36,000.00 Source: Federal

> Year 1 Total: **Equipment**

36,000.00

COST

YEAR 1 TOTAL: 36,000.00

### 12. Sections:

### A FREESTYLE QUESTIONNAIRE

### **Core Capabilities**

This page contains the 32 core capabilities identified in the National Preparedness Goal and is intended to assist everyone who has a role in achieving all of the elements in the Goal.

Primary	Access Control And Identity Verification
Primary	Community Resilience
Primary	Critical Transportation
Primary	Cybersecurity
Primary	Economic Recovery
Primary	Environmental Response/Health And<br Safety>
Primary	Fatality Management Services
Primary	Fire Management And Suppression
Primary	Forensics And Attribution
Primary	Health And Social Services
Primary	Housing
Primary	Infrastructure Systems
Primary	Intelligence And Information Sharing
Primary	Interdiction And Disruption

Primary	Logistics And Supply Chain<br Management>
Primary	Long-Term Vulnerability Reduction
Primary	Mass Care Services
Primary	Mass Search And Rescue Operations
Primary	Natural And Cultural Resources<br Coordination>
Primary	On-Scene Security, Protection, And Law<br Enforcement>
Primary	Operational Communications
Primary	Operational Coordination
Primary	Physical Protective Measures
Primary	Planning
Primary	Public Health, Healthcare, And<br Emergency Medical Services>
Primary	Public Information And Warning
Primary	Risk And Disaster Resilience<br Assessment>
Primary	Risk Management For Protection<br Programs And Activities>
Primary	Screening, Search, And Detection
Primary	Situational Assessment
Primary	Supply Chain Integrity And Security
Primary	Threats And Hazards Identification

Planning	
Public Information And Warning  Mission Areas: All  Description: Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.	
Operational Coordination	
Forensics And Attribution  Mission Areas: Prevention  Description: Conduct forensic analysis and attribute terrorist acts (including the means and methods of terrorism) to their source, to include forensic analysis as well as attribution for an attack and for the preparation for an attack in an effort to prevent initial or follow-on acts and/or swiftly develop counter-options.	

Secondary	
Intelligence And Information Sharing  • Mission Areas: Prevention, Protection  • Description: Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning physical and cyber threats to the United States, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, federal, and other stakeholders. Information sharing is the ability to exchange intelligence, information, data, or knowledge among government or private sector entities, as appropriate.	
Secondary Interdiction And Disruption	
Mission Areas: Prevention,     Protection	
Description: Delay, divert, intercept, halt, apprehend, or secure threats	
and/or hazards. Secondary	
Screening, Search, And Detection  Mission Areas: Prevention, Protection  Description: Identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio surveillance, sensor technologies, or physical investigation and intelligence.	
Secondary	
Access Control And Identity Verification  Mission Areas: Protection  Description: Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.	

Secondary	
Cybersecurity	
Secondary Physical Protective Measures	
Mission Areas: Protection     Description: Implement and     maintain risk-informed     countermeasures, and policies     protecting people, borders,     structures, materials, products, and     systems associated with key     operational activities and critical     infrastructure sectors.	
Secondary Risk Management For Protection Programs	
And Activities  Mission Areas: Protection	
Description: Identify, assess, and prioritize risks to inform Protection activities, countermeasures, and investments.	
Secondary	
Supply Chain Integrity And Security	
Secondary	
Community Resilience  Mission Areas: Mitigation  Description: Enable the recognition, understanding, communication of, and planning for risk and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.	
Secondary	
Long-Term Vulnerability Reduction  • Mission Areas: Mitigation  • Description: Build and sustain resilient systems, communities, and critical infrastructure and key resources lifelines so as to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of the adverse consequences.	

• Mi • De dis ma me to	Disaster Resilience Assessment ssion Areas: Mitigation escription: Assess risk and easter resilience so that decision elements, responders, and community embers can take informed action reduce their entity's risk and erease their resilience.	
• Mi • De ha. are ma an. as	and Hazards Identification ssion Areas: Mitigation escription: Identify the threats and zards that occur in the geographic ea; determine the frequency and agnitude; and incorporate this into alysis and planning processes so to clearly understand the needs of community or entity.	
• Mi • De (in according an res	ransportation ssion Areas: Response escription: Provide transportation cluding infrastructure access and cessible transportation services) response priority objectives, cluding the evacuation of people d animals, and the delivery of vital sponse personnel, equipment, and rvices into the affected areas.	
Safety • Mi • De me the an en	sental Response/Health And ssion Areas: Response escription: Conduct appropriate easures to ensure the protection of e health and safety of the public d workers, as well as the vironment, from all-hazards in pport of responder operations and e affected communities.	

<u> </u>	
Secondary Fatality Management Services	
Mission Areas: Response     Description: Provide fatality     management services, including decedent remains recovery and victim identification, working with local, state, tribal, territorial, insular area, and federal authorities to provide mortuary processes, temporary storage or permanent internment solutions, sharing information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved.	
Secondary	
Fire Management And Suppression  Mission Areas: Response  Description: Provide structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, and complexities while protecting the lives, property, and the environment in the affected area.	
Secondary	
Infrastructure Systems	
Secondary	
Logistics And Supply Chain Management  Mission Areas: Response  Description: Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.	

Secondary	П
<ul> <li>Mass Care Services</li> <li>Mission Areas: Response</li> <li>Description: Provide life-sustaining and human services to the affected population, to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.</li> </ul>	
Secondary  Mass Search And Rescue Operations  Mission Areas: Response  Description: Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.	
Secondary  On-Scene Security, Protection, And Law Enforcement  • Mission Areas: Response  • Description: Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in lifesaving and life-sustaining operations.	
Secondary  Operational Communications  Mission Areas: Response  Description: Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.	
Secondary  Situational Assessment  Mission Areas: Response  Description: Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.	

Economic Recovery  Mission Areas: Recovery  Description: Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.	
Health And Social Services	
Housing     Mission Areas: Recovery     Description: Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.	
Secondary  Natural And Cultural Resources Coordination  Mission Areas: Recovery  Description: Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and executive orders.	

### **Notice of Funding Opportunity**

HS ALERT EOD Bomb Suit 2019 (2)

Applications must be submitted through Egrants on or before June 26, 2020

### **Contact Information for this Notice of Funding Opportunity**

Program Manager:

Rod Stearns (608) 381-8010

Rod.Stearns@wisconsin.gov

**Grants Specialist:** 

Rebecca Thompson (608) 242-3236

Rebecca2.Thompson@wisconsin.gov

### **Submit Applications Using Egrants**

Applications must be submitted through the Egrants online grants management system. If you have never used Egrants before, you will need to register for access to the system. To register online, go to <a href="https://register.wisconsin.gov/accountmanagement/default.aspx">https://register.wisconsin.gov/accountmanagement/default.aspx</a> and complete the 'self registration' process.

Authorization to access Egrants can take several days depending on registration activity. Please note: If you register outside the hours of Monday-Friday 7:30am-4pm, access may not be approved until the next business day. Once your Egrants access has been approved, you may begin your online grant application.

Egrants Help Desk: 608-242-3231 or <u>WEMEgrants@egrants.us</u>
The help desk is staffed on non-holiday weekdays between 7:30AM and 4:00PM.

The Egrants system user guide has step-by-step instructions for accessing and using the Egrants online system. The guide is posted on the grants page of the WEM website: https://wem.egrants.us/egmis/documents/EgrantsExternalUserGuideUpdated9-9-19-Final.pdf

Online Help is available throughout the Egrants application process. Once you have started an application, look for the HELP button in the top right corner of the screen. Page-specific instructions can be found there.

WEM Egrants website: https://wem.egrants.us

### **Requirements for Federally Funded Grants**

### **Data Universal Numbering System (DUNS) Number:**

The federal government requires a DUNS number as part of the grant application to keep track of how federal grant money is awarded and dispersed. If your organization needs to obtain a DUNS number, go to <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>. You can also search this site if you cannot find your agency's number. Under normal circumstances, a new account can be created in 24-72 hours. The federal government has published DUNS Frequently Asked Questions at <a href="http://fedgov.dnb.com/webform/displayFAQPage.do">http://fedgov.dnb.com/webform/displayFAQPage.do</a>. Check with your agency's financial office before registering for a DUNS number - it is likely your agency already has one.

Unique Entity Identifier and System for Award Management (SAM):

All applicants for this grant opportunity must be registered in SAM before submitting an application; and continue to maintain an active SAM registration with current information at all times during the period of performance for the grant.

WEM's website has a helpful guide for SAM registration. https://dma.wi.gov/DMA/divisions/wem/egrants/How to Register in SAM.GOV.pdf

WEM cannot award a grant until the applicant has complied with all applicable DUNS and SAM requirements.

### **Notice of Funding Opportunity: HS ALERT EOD Bomb Suit 2019(2)**

**Description:** This grant will allow the Kenosha Sheriff's Office the opportunity to purchase a current specifications bomb suit for personnel to respond to high-risk situations with the threat of explosives.

WEM will provide grant funds for a bomb suit that meets the current safety standards for the Kenosha County Sheriff's Office to assist them in managing and handling high risk explosive ordinance situations. The bomb suits will assist the regional Bomb Squads in their response of area of responsibility for ALERT (Aligned Law Enforcement Response Team). More specifically this grant will support the Bomb Squads to enhance the capabilities and safe responses for regional ALERT initiatives.

**Opportunity Category:** Limited Eligibility

### **Important Dates:**

Application Due Date: June 26, 2020

Project Start Date: July 20, 2020

Project End Date: December 31, 2020

**Reporting Requirements:** If awarded a grant, your agency will be responsible for completing the following reports in order to receive reimbursement.

Program Reports Frequency must be submitted as Quarterly.

Equipment grants will require an Inventory Report in addition to program and financial report. An Inventory Report must be submitted prior to grant closeout and final reimbursement.

Financial Reports Frequency must be submitted as a final only.

Anticipated Funding Amount: As approved by the Administrator of the Wisconsin Emergency Management, the dollar amount available under this funding opportunity is \$36,000.

**Match/Cost Sharing Requirement:** None. However, any costs over the eligible amount will be the responsibility of the agency.

**Eligibility:** The only eligible applicant will be the Kenosha Sheriff's Office.

Eligible Expenses: Funding may be used for Equipment. All expenses must be new and cannot replace existing state or local government funding. Substitution of existing funds with federal grants (supplanting) will be the subject of monitoring and audit. Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, repayment of monies provided under a grant, and civil and/or criminal penalties. This will include shipping.

### Notice of Funding Opportunity: HS ALERT EOD Bomb Suits 2019 (2)

### **Application Components**

Through Egrants, you will provide WEM with detailed information about your project that will be used to make a funding decision. Questions on what is expected in each section can be directed to the Program Manager listed on page one of this document.

Information provided in this application may be cited in WEM reports or press releases and will likely be used in reports to federal funding agencies or other stakeholders. Plain language that clearly describes the intent of the project is most effective.

### 1. Main Summary

This page asks for information about your agency and the individuals responsible for the application and grant award. When identifying individuals involved in this grant, you may not list the same person as project director and financial officer. The financial officer is the individual responsible for financial activities in your organization while the project director will be overseeing project operations. An Alternate contact may be added to the application. This person is one that can and should access the application to complete required tasks such as modifications and reports, in the absence of the Project Director. This person should have knowledge of the project and authority to speak on behalf of the organization in the absence of the Project Director. If possible, we encourage the Project Director to list an alternate on the grant.

- The Signatory is the highest elected official. (example: Mayor, County Board Chair, Tribal Chair, etc.) For a non-profit this would be the Board President
- The Financial Officer Person at the applicant agency who is responsible for financial reporting.
- The Project Director Person at the applicant agency who is responsible for the project and for programmatic reporting.
- An Alternate contact may be added to the application. This person is one that can and should access the application to complete required tasks such as modifications and reports, in the absence of the Project Director. This person should have knowledge of the project and authority to speak on behalf of the organization in the absence of the Project Director. If possible, we encourage the Project Director to list an alternate on the grant.

In the Brief Project Description text box, please describe your project. A suggested format is included for your convenience:

"Funds will be used by the (your agency name and others involved in the project) to (describe what funds will be used for and who will be involved). The (what - equipment, training, project, pilot, etc.) will (describe the specific goals you hope to achieve – how will the project or equipment improve safety in Wisconsin?)"

There are many required fields on this page so if you encounter problems, please check online help by clicking the floating HELP button.

### 2. Performance Measures

Please open this section and change the page status to Complete; then SAVE the page. Performance Measures will be identified and collected during post-award reporting rather than through this funding application process.

### 3. Performance Measures

Please open this section and change the page status to Complete; then SAVE the page. Performance Measures will be identified and collected during post-award reporting rather than through this funding application process.

### 4. Budget Detail

Complete a project budget using the following categories. For each category used, enter a justification that describes how the items in that category will be used during the course of the grant period. It is important that you include specific details for each budget line item, including cost calculations.

Equipment: Homeland Security equipment grants require that all equipment (regardless the cost) be entered in this category so that applicants can select from authorized equipment lists. Equipment is defined as items used for prevention, emergency response, and recovery operations.

### 5. Free Style Questionnaire- Core Capabilities

Choose a primary core capability for the project. Select as many secondary core capabilities as applicable for the project.

### **Application Review and Award Criteria**

All applications must be submitted on or before the deadline and will be screened for completeness and compliance with the instructions provided in this announcement. WEM staff will review applications to ensure consistency with statewide strategies and make funding recommendations to the Adjutant General. All final grant award decisions will be made by the Adjutant General.

### **Post-Award Special Conditions/Reporting Requirements**

If you are awarded funds under this announcement, you will be required to provide regular progress reports. The schedule for your reports will be included in your grant award materials.

Please review all of your grant award special conditions and Egrants reporting requirements when you receive the Grant Award documents. Your grant award will be subject to general terms and conditions as well as the following special conditions.

### 1. Title: Equipment Training

All personnel who utilize equipment purchased with funds from this grant must receive training either through the equipment vendor or other competent source specific to that piece of equipment before it is put into service. The sub-recipient is required to maintain proper training records.

- 2. Title: Equipment subject to mutual aid agreements
  Emergency response capabilities developed using these grant funds must be made available
  to other emergency response agencies regionally, as may be required for incident response
  purposes.
- 3. Title: Equipment Maintenance and Disposal Equipment shall be maintained and available to use as intended by the grant for the duration of its useful life. The sub-recipient is required to maintain proper equipment records. Sub-recipient seeking to dispose or transfer ownership of equipment must contact Wisconsin Emergency Management (WEM) Homeland Security Staff to obtain the Homeland Security Equipment Disposition Form, and further directions. If approved, the sub-recipient must maintain records of any equipment disposal or transfer of ownership. Any proceeds from the sale of equipment at or near the end of its useful life will be considered program revenue and must be reinvested into eligible homeland security expenses.
- 4. Title: Sustainment Costs
  Agencies that accept funding are responsible for all sustainment costs.
- 5. Title: ALERT Equipment Agencies accepting funding understand that equipment is intended to support regional law enforcement response efforts with ALERT. In the event that an agency is separated from the ALERT program, all equipment must be surrendered or transferred as directed by the ALERT Executive Committee.
- 6. Title: Procurement
  Recipients and sub recipients shall use their own procurement standards and regulations,
  provided that the procurement conforms to applicable Federal law and the standards
  identified in the Procurement Standards Sections of 2 CFR § 200.318-326.
- 7. Title: Grant modification
  Grant modification must be approved by Wisconsin Emergency Management (WEM) in order to be considered. The applicant must be current with WEM Fiscal and Program Reports in Egrants for modification to be consideration. Grant modifications will not be granted unless applicant provides a compelling reason.
- 8. Title: SAM Requirement
  SAM.gov Requirement Pursuant to 2 CFR Part 25.200, the applicant must be registered in
  the System for Award Management (SAM.gov) prior to submitting an application for federal

funds and they must certify that they will maintain an active SAM registration at all times during which it has an active federal award.

### KENOSHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: 2020 WI Dept of Justice Law Enforcement Drug Trafficking Response				
Equipment Grant			·	
Original 🗵	Corrected □	2 <sup>nd</sup> Correction □	Resubmitted □	
Date Submitted: Aug	ust 18, 2020	Date Resubmitted		
Submitted By:Judicia Committee & Finance				
Fiscal Note Attached:	Χ	Legal Note Attached □		
Prepared By: Robert E Operations	. Hallisy, Captain of	Signature: (pt. ////)		

WHEREAS, Racine County, acting as the lead agency for the South East Wisconsin Drug Operations consortium (S.E.A.D.O.G.), had been offered a grant of \$24,906 through the State of Wisconsin Department of Justice to afford equipment to support the operations of the Drug Units in the multi-jurisdictional drug task force group, and

WHEREAS, the Sheriff's Department's Kenosha Drug Operations Group unit was allocated \$5,000 for equipment needs, and

WHEREAS, the grant spending period is March 2020 through September 2020, and

WHEREAS, this funding will be used to afford equipment for the K9 Unit, rifles and surveillance equipment to improve investigation operations on drug trafficking activities and this program does not require a local match.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the \$5,000 awarded to the Kenosha Drug Operations Group and approve the modification to expense and revenue budgets as detailed in the attached budget modification form, which is incorporated herein by reference.

BE IT FURTHER RESOLVED, that any unobligated grant funds remaining at year end be hereby authorized for carryover to subsequent years until such time as the grant funds are expended in accord with the grant requirements, and that the Administration be authorized to modify the grant appropriations among various budget and expenditure units within the Sheriff's Department in accordance with all federal and state regulations of the program and in compliance with generally accepted accounting principles.

Note: This resolution requires NO additional funds from the general fund. It increases revenues by \$5,000 and increases expenditures by \$5,000 \$1,000

Subject: 2020 WI De Equipment Grant	ept of Justice Law E	nforcem	ent D	rug Traff	icking Respons
Original 🗵	Corrected □	2 <sup>nd</sup> Co	rrectio	on 🗆	Resubmitted □
Date Submitted: Aug	ust 18, 2020	Date F	Resub	mitted	
Submitted By:Judicia Committee & Finance					
	3				
	Respectfully JUDICIARY AND LAW EN			IMITTEE	
0 11		<u>Aye</u>	<u>No</u>	Abstain	Excused
Supervisor Boyd Frederick, C	hair	K			
Supervisor Boya Frederick, C		rb			
Supervisor David Celebre, Vid	ce Chair	3 <del>1.2</del> 3	_	ω.	fire-
Supervisor Jeff Wamboldt		X			
Supervisor Vaura Balsky	lshy.	JV.			
Supervisor Mark Nordigian		X			
Supervisor Sharon Pomaville	wille	X			
Supervisor Jerry Gulley					
	FINANCE/ADMINIST	RATION CO	ТТІММС	EE	
- 0		<u>Aye</u>	No	Abstain	Excused
Supervisor Terry Rose, Chair	36	×			
Supervisor Jeffrey Gentz, Vice	e Chair	D			
	unk	A			
Supervisor Jeff Wamboldt	edt	×			
Edward D., K Supervisor Ed Kubicki	worder	X			
Muca Y Supervisor Morrica Yuhas	uhas				
Supervisor John Franco	mo				

### Kenosha County Administrative Proposal Form

1. Proposal Overview	
Division: Law Enforcement Department: SHERIFF	
Proposal Summary (attach explanation and required documents):	
RESOLUTION: Request to approve a grant offer for \$5,000 offered by	
Department of Justice passed through the Racine Co. Sheriff's Dept.	
\$24,906.00 and is shared amongst the five participating counties in the	
Drug Operations Group (S.E.A.D.O.G.) managed by the Racine Co. S	
Sheriff proposes spending our share of \$5,000 on equipment to suppoperations.	π the arug unit
operations.	
Dept./Division Head Signature:	Date: June 29 Zue
Dept./Division ricad dignature.	Buto. Surge of the
2. Department Head Review	
Comments:	
Recommendation: Approval Non-Approval	
Child pat Mar L	Date: 6-26-20
Department Head Signature: Chief Spoty Mar Jan	Date: 6-76" LO
3. Finance Division Review	
Comments:	
Recommendation: Approval 🔀 Non-Approval 🗌	
	21. 7/1/20
Finance Signature:	Date: 7/1/20
4. County Evacutive Poview	
4. County Executive Review Comments:	
Confinents.	
Action: Approval Non-Approval	
Executive Signature: 110 (10 mse	Date: //15/20
Executive Signature:	Date. 417/00

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

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

# KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

								BRE#		G/L DATE	ATE		
DEPT/DIVISION:		SHERIFF	2020							ENTR	ENTRY DATE	1	
URPOSE OF BUDGET MODIFICATION (REQUIRED):	MFICATIO	ON (REQUIRI		Establish a Rev	enue and Exp	ense budget to	account for a nev	Establish a Revenue and Expense budget to account for a new Grant Award through the State of WI Dept of Justice for	gh the State of WI	Dept of Justic	e for		
				equipment for the Drug Unit	the Drug Unit.	10 -0	J- 12-12-12-12-12-12-12-12-12-12-12-12-12-1		J. the Design	Charitte De			
(1) MAIN ACCOUNT				1 ne gram amou (2)	III IS THE LICH	osiia Co. Suei	BUDGET CHAN	BUDGET CHANGE REQUESTED  (2)  (3)  (4)  (6)	(5)	(6)	(2)	AFTER TRANSFER (8) (9)	ANSFER (9)
DESCRIPTION EXPENSES	FUND	DIVISION	SUB- DIVISION	MAIN ACCT	PROJECT	SUB- PROJECT	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	ACTÚAL EXPENSES	REVISED BUDGET	EXPENSE BAL AVAIL
//achinery/Equip <\$5000	100	210	2170	530050			P. S.	a solution	0	4,015	2,996	9,015	6,019
					EXPENSE TOTALS	OTALS	2,000	10	0	4,015	2,996	9,015	6,019
REVENUES	FUND	DIVISION	SUB- DIVISION	MAIN ACCT			REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	-	REVISED BUDGET	
VI Dept of Justice	100	0 210	2170	442550				5005	0	0		(5,000)	
					REVENUE TOTALS	OTALS	0	(5,000)	5.00015,0001910	0		0	
COLUMN TOTALS (EXP TOTAL + REV TOTAL)  REPARED BY:   FOR TOTAL   REV TOTAL    REPARED BY:   FOR TOTAL    REPARED BY:   FOR TOTAL    REPARED BY:   FOR TOTAL    FO	OTAL+1	REV TOTAL	(		DIVISION HEAD:	EAD:	of My	2.0	DATE: 6.29.20	27			
DEPARTMENT HEAD	John Marie	Berry		DATE:	.76.	R	0		H	Please fill in all columns:	columns: Account inform	Please fill in all columns: (1) & (2) Main Account information as required	7
TINANCE DIRECTOR: required)	7	3.3	1/2/2	02/	1	\		DATE		3) & (4) Budge 5) Original buc	(3) & (4) Budget change requested (5) Original budget as adopted by the board	sted by the board	
COUNTY EXECUTIVE:	1	11	lens	DATE:	12	8				(6) Current budget (original (7) Actual expenses to date	get (original bu	(6) Current budget (original budget w/past mods.) (7) Actual expenses to date	js.)
		į			,					(6) Balance ava	<ul><li>(8) Budget aner requested modulications</li><li>(9) Balance available after transfer (col 8)</li></ul>	<ul> <li>(a) Budget after requested modifications</li> <li>(b) Balance available after transfer (col 8 - col 7).</li> </ul>	7).
SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.	EQUIRE	D LEVELS OF	F APPROVAL	FOR BUDGE	T MODIFICA	TION							

### Racine County Contract & Contract Amendment Form Attach one copy of the contract to be filed. Attach more copies if required by vendor.



					1	-
Munis Contract #:	1964	Amendme	ent: ☐ Yes 🗹	No Signed by	vendor: 🖺 Yes 💆 N	10
Contract Type	☐ Non E	Encumber Expense	Expense 📕 No	t To Exceed Revenue	Limitless Revenue	
Vendor/Customer #:	4212	Vendor Name: Stat	te of WI DO	J		
				ate Capitol P.O Box	7857 Madison, WI	53707
Department:	RASO			Sub Department:		
Brief Description of S	ervices:	L.E. Drug Traffic	— king Respor	nse(SEADOG) Gran	nt # 2020-DT-01-15	766
Contact/administrator	•	Captain James Weidner		Contact Munis ID:	6750JWeidner	
Contract Start:	4/1/20	Contr	ract End:	9/30/20		
If this is a		contract - Committee and County Bo By completing this form, Pr			act can be processed.	
Account Name		Account Numbe	r	Available Budget	Contract Amount	YR
State-MD		118931196.3040	)40		(24,906.00)	20
		1/8.				
f additional account lines a	are necess	ary, attach a schedule.	<del>.</del>	Total:	(\$ 24,906.00)	
Have you read the agre	ement:	<b>v</b> Yes □ No	Do you under	stand & agree with the T	erms: 🛮 Yes 🗏	No
		ould be changed in this Contrac ne changes you think should be made		□ Yes □ No		
Vas a resolution passe	d to autho	orize the original contract:	☐ Yes ☐ N	o		
yes, indicate the resol	ution num	ıber:	(	attach a copy of the resolution	1)	
s there a required signa	iture date	: 🗹 Yes □ No	If yes, v	what date: <u>5/15/20</u>		
orp Counsel Stamp:			County Clerk S	Stamp:		
			sent	6/9/2020		



### RACINE COUNTY SHERIFF'S OFFICE



717 Wisconsin Avenue, Racine, WI 53403-1237 (262) 886-2300 FAX (262) 637-5279 Waterford (262) 534-5166 Burlington (262) 763-9558

Sheriff Christopher Schmaling

Chief Deputy John C. Hanrahan

April 28, 2020

To:

Robert Miller

Chairman, Finance and Human Resources Committee

From:

Sheriff Christopher Schmaling

RE:

Racine County LE Drug Trafficking Response DOJ Grant (SEADOG)

The Wisconsin Department of Justice, Division of Law Enforcement Services has approved a grant award to the Racine County Sheriff Drug Unit in the amount of \$24,906. Funding is provided by the State of Wisconsin to support the investigation and response to drug trafficking within the State.

The Racine County Metro Drug Unit is part of the South East Area Drug Operations Group (SEADOG), a task force engaged in the ongoing investigation of drug trafficking operations in this region and beyond. The Racine Sheriff's Office is requesting that the DOJ grant monies be accepted in order to ensure continued success of the SEADOG mission.

We are requesting asset forfeiture monies to fund this project.

If you have any questions concerning this matter, please feel free to contact me. I will also have staff available at the Finance Committee meeting to answer any questions that you may have.

Sheriff Christopher Schmaling Sheriff, Racine County

By: Captain Daniel Adams



### STATE OF WISCONSIN DEPARTMENT OF JUSTICE



Josh Kaul Attorney General Room 114 East, State Capitol PO Box 7857 Madison WI 53707-7857 (608) 266-1221 TTY 1-800-947-3529

April 15, 2020

Capt. James Weidner Racine County Sheriff - Drug Unit 717 Wisconsin Avenue Racine, WI 53403-1237

e: Law Enforcement Drug Trafficking Response (SEADOG)

DOJ Grant Number: 2020-DT-01-15766

Dear Capt. Weidner:

The Wisconsin Department of Justice, Division of Law Enforcement Services has approved a grant award to the Racine County Sheriff - Drug Unit in the amount of \$24,906. Funding is provided by the State of Wisconsin to support the investigation and response to drug trafficking within the state. This grant supports the Racine County Sheriff - Drug Unit's Law Enforcement Drug Trafficking Response (SEADOG) Program.

To accept this award, please have the authorized official sign the *Signatory Page* in addition to <u>initialing the bottom right corner of Attachment A</u>. The project director should sign the acknowledgement notice. One of the two award packets enclosed should be returned to the Wisconsin Department of Justice within 30 days. The other should be maintained for your records. Funds cannot be released until all signed documents are received.

As project director, you will be responsible for all reporting requirements outlined in the grant award and seeing that funds are administered according to the approved application materials and certifications. Please refer to the FAQ sheet enclosed for contact information and grant guidelines. We look forward to a collaborative working relationship with you.

Sincerely,

Joshua L. Kaul Attorney General

JLK:JLA:alm

Enclosures



Josh Kaul Attorney General Room 114 East, State Capitol PO Box 7857 Madison WI 53707-7857 (608) 266-1221 TTY 1-800-947-3529

> JOSHUA L. KAUL Attorney General

Wisconsin Department of Justice

### LAW ENFORCEMENT DRUG TRAFFICKING RESPONSE Law Enforcement Drug Trafficking Response (SEADOG) 2020-DT-01-15766

The Wisconsin Department of Justice (DOJ), hereby awards to the Racine County Sheriff - Drug Unit, (hereinafter referred to as the Grantee), the amount of \$24,906 for programs or projects pursuant to Wisconsin Statute S.165.986.

This grant may be used until 9/30/2020 for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

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

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

BY: Joshua J. Kan

Date

The (Grantee), Racine County Sheriff - Drug Unit, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: Racine County Sheriff - Drug Unit

BY:

NAME: Jonathan Delagrave

TITLE: County Executive

Completion of this signed grant award within 30 days of the date of the award is required to release state funds.

### WISCONSIN DEPARTMENT OF JUSTICE ATTACHMENT A

Grantee: Ra	cine County Sheriff - Drug Unit	
Project Title:	Law Enforcement Drug Traffickin	Response (SEADOG)
Grant Period:	From 4/1/2020	To 9/30/2020
Grant Number:	2020-DT-01-15766	Program Area: 1
11	APPROV	ED BUDGET
		State Funds
Personnel	*4	-
Employee Benefi Travel (Including		
Equipment		
Supplies & Opera Consultants Other	ating Expenses	\$24,900
TOTAL APPRO	VED BUDGET	\$24,900

### Award Conditions:

- 1. Budget changes in excess of 10% of the approved line item amount and any increases for personnel compensation not included in the approved budget require approval from DOJ. All changes to the contractual category require prior DOJ approval.
- 2. Failure to submit an acceptable Equal Employment Opportunity Plan (if required under 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of DOJ's Certified Assurances and may result in grant termination.
- 3. To be allowable under a grant program, costs must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 60 days of the grant period ending date.
- 4. Grant funds will be disbursed upon DOJ receipt of the certified Fiscal Report as well as copies of paid vendor invoices.
- 5. Reimbursement for travel (i.e. mileage, meals, and lodging) is limited to state rates.
- 6. Any changes in personnel involved with the grant including the project director, financial officer and/or signatory needs to be reported in a modification to DOJ via Egrants.
- 7. Recipient fully understands DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
- 8. Reimbursement for mileage from the grant will be limited to the state of Wisconsin maximum of \$.51 per mile. Reimbursement for in-state hotel rates will be limited to the State of Wisconsin maximum of \$82.00 per night.
- 9. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition.
- 10. The Wisconsin Department of Justice reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to the Department of Justice such as background check fees, etc.
- 11. All contracts pertaining to this grant must be submitted to DOJ within 30 days of receipt of grant award documents.

### WISCONSIN DEPARTMENT OF JUSTICE

### Law Enforcement Drug Trafficking Response (2020) Grant Summary Sheet

Grantee or Unit of Government: Racine County Sheriff - Drug Unit

Project Name: Law Enforcement Drug Trafficking Response (SEADOG)

Address: Racine County Sheriff - Drug Unit, 717 Wisconsin Avenue, Racine, Wisconsin, 53403-1237

Project Director: James Weidner
Phone number: 262-886-8473

Signing Official: Mr. Jonathan Delagrave, Racine County Sheriff - Drug Unit, 717 Wisconsin Avenue,,

Wisconsin 53403-1237

Amount of State Award: \$24,906

Amount of Match:

Amount of Total Award: \$24,906

### SUMMARY OF GRANT:

The impact of dug abuse affects the health, safety, and economy of our communities. The South East Area Drug Operations Group (SEADOG) was formed to combat this problem in the region and to help coordinate the efforts of our stakeholders in the region in government, the private sector, and the public. We recognize that our efforts must include education, treatment, and enforcement to be effective. SEADOG has engaged in ongoing threat assessment of the drug problem in the region: gathering and sharing information from a wide variety of sources each with their own unique expertise. SEADOG is able to combine and share resources with the other drug enforcement efforts such as Milwaukee HIDTA. As a regional drug enforcement task force, SEADOG is able to coordinate investigations of drug trafficking organizations, who operate in the region and beyond. Support from this grant will be critical in the success of SEADOG's mission.

Name of Program Manager: Dennis Powers

Phone number: 608-264-9441

Name of Grants Specialist: Jannifer Ayers

Phone number: 608-267-2115

### 

				Date	April 2020
	Grantee:	Racine Co	unty Sheriff - Drug Unit	Grant No.	2020-DT-01-15766
	Project Ti	tle: Law E	Inforcement Drug Trafficking Res	sponse (SEADOG)	
					45
,	The followi	ng reporting	g requirements apply to your gran	t award.	
	NOTE:	Reports due	e 04/12 includes January, February a e 07/12 includes April, May and Jun e 10/12 includes July, August and Se e 01/30 includes October, November	e program activity. eptember program activ	vity.
	http:	//www.doj.s	EPORTS must be submitted on a sclate.wi.us/, scroll to the bottom of the reports on the status of your project 10/30/20 FINAL	he website, under Reso	
	Egrai on:	ANCIAL REnts. Supporti	PORTS must be submitted on a scl ing documentation should be attached	neduled basis and shou ed to the Fiscal Report	Id be completed and certified in in Egrants and are due do DOJ
	INVI	ENTORY RI	EPORTS must be submitted in Egra	ants for all equipment i	tems and are due to DOJ on:
	1	0/30/20		Services and antimorphisms	
[	OTHE	R:			
			ACKNOWLED	GEMENT	
receipt of the provided in th	Grant Awar e Instruction	d and any att	received and reviewed by the approprached Special Conditions, as well a and Application. I understand that to the described in the above materials	s receipt of the Genera this grant is awarded su	l Conditions which were previously
			0 1	11.	







### Anti-Methamphetamine Task Force Program Grant MEMORANDUM OF UNDERSTANDING

Through the COPS Anti-Methamphetamine Task Force Program Grant, the Wisconsin Department of Justice, Division of Criminal Investigation (DCI) will provide reimbursement to each participating County/Task Force for overtime expenses associated with the development and investigation of narcotics cases that target the illicit activities related to the manufacture and distribution of methamphetamine. As a condition of receiving funds and other benefits under this program, the undersigned herby agrees:

- 1. To appoint a Methamphetamine Grant Agency Coordinator and Alternate, who will be assigned to administer the Methamphetamine Grant Program within the jurisdiction accepting the funds;
- 2. To compile and report information as required by the Methamphetamine Grant Program on a monthly basis;
  - a. To utilize ACISS as the investigative case management system if possible; if ACISS is unavailable, to provide copies of case investigative reports for methamphetamine related investigations; and, through this reporting, the number of Cases Opened, Search Warrants Obtained, and Methamphetamine Arrests generated, in addition to other statistics, will be provided;
  - b. To provide related investigative communication records from telephone downloads, call detail records, pen registers/ trap and traces, or other records from service providers (Facebook, e-mail, etc) to the WSIC for entry into the Penlink database;
- 3. To comply with the guidelines of the COPS Anti-Methamphetamine Task Force Program as prescribed and outlined in the 2018 COPS Office Anti-Methamphetamine Task Force Program Grant Owner's Manual;
- 4. To meet the established reporting and overtime request deadlines;
- 5. To use Methamphetamine Grant funding for personnel overtime associated with investigations focused on the illicit trafficking of methamphetamine.
  - a. The money is designated ONLY for reimbursement of overtime related to methamphetamine investigations and must be tracked separately from any existing federal or state grant funded overtime or additional local agency funding. Electronically signed Overtime Reimbursement Forms must be submitted to <a href="MethGrant@doi.state.wi.us">MethGrant@doi.state.wi.us</a> no later than 15 days after the end of the month during which the expense was incurred.
  - b. The total overtime payments for an individual officer for a 12-month period (the Federal fiscal year is 10/01-9/30), including ALL federal sources (i.e. OCDETF, HIDTA, Byrne JAG, CEASE, COPS Heroin Grant, COPS Methamphetamine Grant) are not to exceed 25% of the current Federal salary rate in effect at the time the overtime was performed. This amount is \$18,649 as of 10/01/2019.

6. The undersigned agency has been allotted \$ 10,000 per year for two years; second year allocations may be revised at the discretion of the Wisconsin Department of Justice.

discretion of the wisconsin Department of Justice.		Alternate Coordinator
Title/Name Lastan James Weidner	Title/Name	Captain Planiel Adams
Brail james, weldner racine confinem	Email	daniel adamsie racine county com
Office Phone (262) 886-8473	Office Phone	(262) 636-3224
Cell Phone (262) 939-9530	Cell Phone	(262) 930-8211
Fax Number (262) 636-3466	Fax Number	(262) 636-3466
Address 7/7 W consin Au 2, Rocin htt 53 1403	Address	717 Wisconsin Ave. Racine, WI 53403
Name and Title: Deputy Attorney General Eric J. Wilso	04/21	al Form To: WI DOJ-DCI Meth Grant 633 W Wisconsin Ave, Suite 803 Milwaukee, WI 53203

Form Due By: January 31, 2020



### BOARD OF SUPERVISORS

RESOLUTION NO.

Fleck, PO F Land Use F "Farmland" Land" & "P	Box 610, Kansasville, WI 53139 (A Plan map for Kenosha County: 203 Protection" & "PEC" to "Farmland	Kansasville, WI 53139-9627 (Owner), Henry Agent), requests an amendment to the Adopted 35 (map 65 of the comprehensive plan) from 1 Protection", "General Agricultural and Open -0200, located in the west ½ of Section 2, T2N,			
Corrected <b>C</b>	☐ Corrected ☐	2nd Correction ☐ Resubmitted ☐			
Date Submi	tted: August 18, 2020	Date Resubmitted:			
1	By: Planning, Development & Extension Education Committee				
Fiscal Note	Attached	Legal Note Attached			
Prepared By Div	vision of Planning & Development	Signature luly 701 Sweller			
WHEREAS,	66.1001 of the Wisconsin Sta	omprehensive planning law set forth in Section atutes, Kenosha County adopted a Multin for Kenosha County: 2035 on April 20, 2010;			
WHEREAS,	WHEREAS, Jeffrey Schmeckel, 275 248 <sup>th</sup> Ave., Kansasville, WI 53139-9627 (Owner), Hen Fleck, PO Box 610, Kansasville, WI 53139 (Agent), requests an amendment to t Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of t comprehensive plan) from "Farmland Protection" & "PEC" to "Farmland Protection", "General Agricultural and Open Land" & "PEC" on Tax Parcel #30-220-022-0200, located in the west ½ of Section 2, T2N, R20E, Town of Bright and,				
WHEREAS,	WHEREAS, the Kenosha County Division of Planning & Development has published said request in accordance to State Statutes; and				
WHEREAS,	WHEREAS, the Town Board of Brighton recommended approval of the request; and,				
WHEREAS,	the Kenosha County Planning, De	velopment and Extension Education Committee			

held a public hearing on the request on August 12, 2020, and recommended

approval of the request.

Resolution – Jeffrey Schmeckel (Owner), Henry Fleck (Agent) - Comp Plan Amendment August 18, 2020 Page 2

NOW, THEREFORE, BE IT RESOLVED that pursuant to Sections 59.69 and 66.1001(4) of Wisconsin Statutes, the Kenosha County Board of Supervisors hereby amends the comprehensive plan on Tax Parcel #30-4-220-022-0200 as described above.

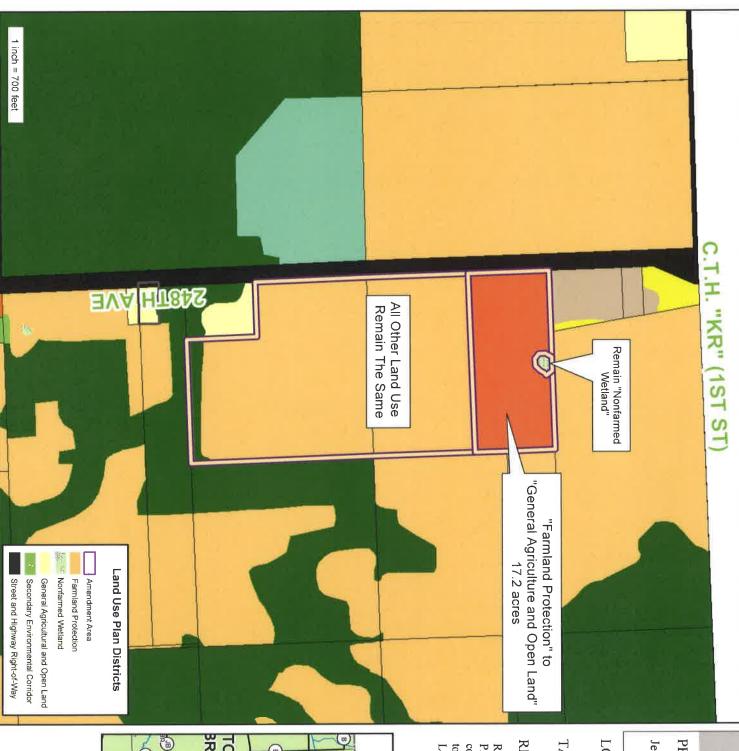
NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors enact an ordinance adopting the comprehensive plan change.

Approved by:

### PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE <u>Aye</u> No Abstain Excused Daniel Gaschke, Chair Amy Maurer, Vice Chair Sandra Beth Gabe Nudo ach Rodrigue

\PDDATA\RESOLUTIONS\Resolutions 2020\08-2020 Schmeckel CPA RES.doc

# KENOSHA COUNTY PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE



# COMPREHENSIVE PLAN AMENDMENT SITE MAP

# PETITIONER(S):

Jeffery Schmeckel (Owner)

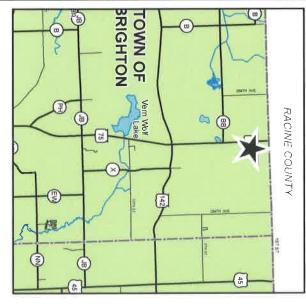
LOCATION:

W 1/2 of Section 2 Town of Brighton

TAX PARCEL(S): #30-4-220-022-0200

## REQUEST:

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







### BOARD OF SUPERVISORS

RESOLUTION NO.\_\_\_\_

0.1	•	T C TY 1 5001 T 11	D W 11 1 1777 C4 010(7 (0)
	,	•	t Dr., Woodland Hills, CA 91367 (Owner),
			ergies, Maria Koerner, 231 W Michigan St.,
	-	,	nendment to the Adopted Land Use Plan map
for l	Kenosha	a County: 2035 (map 65 of the com	prehensive plan) from "Farmland Protection"
& "S	SEC" to	"Farmland Protection", "Governme	ental and Institutional" & "SEC" on Tax Parcel
# 45	-4-221-	021-0100, located in the NE 1/4 of Se	ection 2, T2N, R21E, Town of Paris.
		•	
Con	rected $\Box$	Corrected □	2nd Correction □ Resubmitted □
Date	Submi	tted: August 18, 2020	Date Resubmitted:
Sub	mitted F	By: Planning, Development &	
540		Extension Education Committee	
Eine		Attached   Attached	Tagal Nata Attached
Fisc	ai Note	Attached •	Legal Note Attached
Prep	pared By	: Andy M. Buehler, Director	Signature:
	Div	vision of Planning & Development	Chuly / Chelder
WHE	REAS,	66.1001 of the Wisconsin Sta	omprehensive planning law set forth in Section atutes, Kenosha County adopted a Multin for Kenosha County: 2035 on April 20, 2010;
WHE	REAS,	Wisconsin Electric Power Co. d/b/ St., Milwaukee, WI 53203 (Agen Use Plan map for Kenosha County "Farmland Protection" & "SEC"	arst Dr., Woodland Hills, CA 91367 (Owner), a WE Energies, Maria Koerner, 231 W Michigan t), requests an amendment to the Adopted Land v: 2035 (map 65 of the comprehensive plan) from to "Farmland Protection", "Governmental and rec! #45-4-221-021-0100, located in the NE ¼ of the pris; and,
WHE	REAS,	the Kenosha County Division of request in accordance to State State	Planning & Development has published said utes; and
WHE	REAS,	the Town Board of Paris recomme	nded approval of the request; and,
WHE	REAS,		velopment and Extension Education Committee quest on August 12, 2020, and recommended

approval of the request.

Resolution – Thomas C. Walas (Owner), Wisconsin Electric Power Co. d/b/a WE Energies, Maria Koerner (Agent) - Comp Plan Amendment August 18, 2020
Page 2

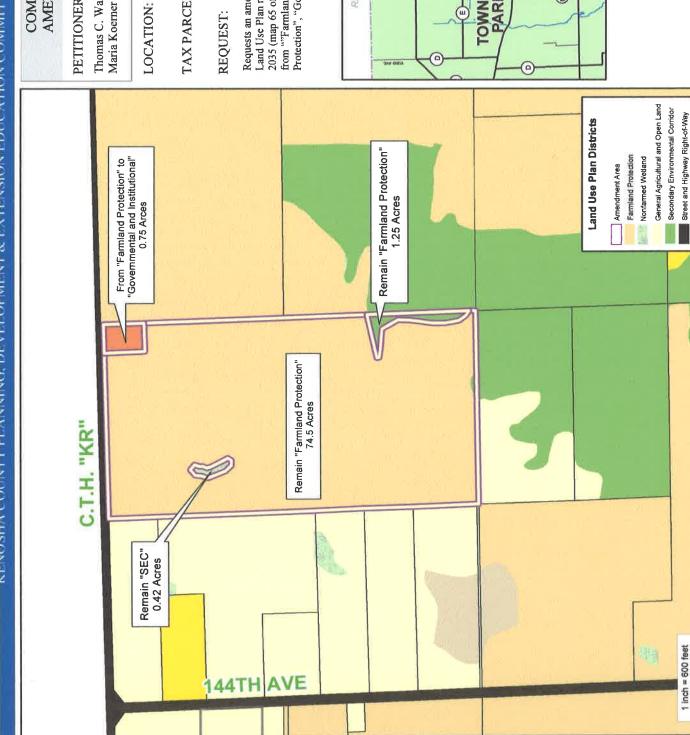
NOW, THEREFORE, BE IT RESOLVED that pursuant to Sections 59.69 and 66.1001(4) of Wisconsin Statutes, the Kenosha County Board of Supervisors hereby amends the comprehensive plan on Tax Parcel #45-4-221-021-0100 as described above.

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

### Approved by:

PLANNING, DEVELOPMENT				
& EXTENSION EDUCATION				
COMMITTEE	<u>Aye</u>	No	<b>Abstain</b>	<b>Excused</b>
Daniel Gaschke, Chair	A			
Daniel Gasciike, Chair				
Agyam	×			
Amy Mauker, Vice Chair				
Lande Beth	M			
Sandra Beth				
Gabe Nudo	×			
Lach Rodriguez	×			

\\PDDATA\RESOLUTIONS\Resolutions 2020\08-2020 Walas CPA RES.doc



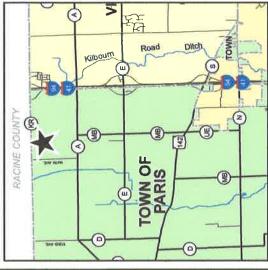
## COMPREHENSIVE PLAN AMENDMENT SITE MAP

## PETITIONER(S):

Thomas C. Walas (Owner) Maria Koerner (Agent) NE 1/4 of Section 2 Town of Paris

# TAX PARCEL(S): #45-4-221-021-0100

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





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 **September 9, 2020** 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. Elmer R. Weis, 17111 38<sup>th</sup> St., Kenosha, WI 53144 (Owner), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "Non-Farmed Wetland" to "Farmland Protection", "Suburban-Density Residential" & "Non-Farmed Wetland" on Tax Parcel # 45-4-221-284-0100, located in the southeast ¼ of Section 28, T2N, R21E, Town of Paris.
- 2. **Elmer R. Weis**, 17111 38<sup>th</sup> St., Kenosha, WI 53144 (Owner), requesting a **rezoning** from A-1 Agricultural Preservation Dist. to A-1 Agricultural Preservation Dist., & R-2 Suburban-Density Residential Dist. on Tax Parcel # 45-4-221-284-0100, located in the southeast ¼ of Section 28, T2N, R21E, Town of **Paris**.
- 3. **Elmer R. Weis**, 17111 38<sup>th</sup> St., Kenosha, WI 53144 (Owner), requesting a **Certified Survey Map** on Tax Parcel # 45-4-221-284-0100, located in the southeast ¼ of Section 28, T2N, R21E, Town of **Paris**.
- 4. **HCP2 LLC**, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Owner), Jeff Badtke, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Farmland Protection" & "SEC" to "General Agricultural & Open Land", "Rural-Density Residential" & "SEC" on Tax Parcel # 30-4-220-324-0100, located in the southeast ¼ of Section 32, T2N, R20E, Town of **Brighton**.
- 5. **HCP2 LLC**, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Owner), Jeff Badtke, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Farmland Protection", "General Agricultural & Open Land" & "SEC" to "Farmland Protection", "General Agricultural & Open Land", "Rural-Density Residential" & "SEC" on Tax Parcel # 30-4-220-333-0301, located in the southwest ¼ of Section 33, T2N, R20E, Town of **Brighton**.
- 6. **Kenosha Beef International LTD,** PO Box 639, Kenosha, WI 53141-0639 (Owner), Dennis Vignieri, PO Box 639, Kenosha, WI 53141-0639 (Agent), requesting an amendment to an existing **conditional use permit** to allow an expansion of the existing facility in the M-2 Heavy Manufacturing Dist. on Tax Parcel # 45-4-221-233-0400, located in the SW ¼ of Section 23 & NW ¼ of Section 26, T2N, R21E, Town of **Paris**.
- 7. **39600 Bloomfield Road LLC,** PO Box 7, Powers Lake, WI 53159 (Owner), William A. Griggs, PO Box 70, Twin Lakes, WI 53181 (Agent), requesting a **conditional use permit** to allow a restaurant/tavern with outdoor dining in the B-2 Community Business Dist. on

Tax Parcel # 95-4-119-074-0440, located in the SE ¼ of Section 7, T1N, R19E, Town of **Wheatland**.

- 8. **BLUME TRANSPORTATION GROUP LLC,** 1480 240<sup>th</sup> Ave, Burlington, WI 53105 (Owner), Kyle Cramer, 4754 S. Cottage Ln., Pleasant Prairie, WI 53158 (Agent), requesting an amendment to an existing **conditional use permit** to allow an expansion of the existing trucking business facility in the B-3 Highway Business Dist. on Tax Parcel # 45-4-221-181-0410, located in the NE ¼ of Section 18, T2N, R21E, Town of **Paris**.
- 9. **BERNADETTE M. VISKOCIL TRUST**, 10097 Lexington Cir. N, Boynton Beach, FL 33436 (Owner), Kenosha County Planning, Development & Extension Education Committee, 19600 75th Street, Suite 185-3, Bristol, WI 53104 (Sponsor), requesting a **rezoning** from R-3 Urban Single-Family Residential & C-1 Lowland Resource Conservancy to R-3 Urban Single-Family Residential & C-1 Lowland Resource on Tax Parcel # 60-4-119-183-0730 located in the SW ¼ of Section 18, T1N, R19E, Town of **Randall.**
- 10. Review and possible approval of ordinance amendment to the text of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance. The proposed text change will modify existing section in accordance with statute to acknowledge the Bong Recreation Area 8 Dam Failure Analysis.
- 11. Approval of Minutes
- 12. Citizens Comments
- 13. Any Other Business Allowed by Law
- 14. Adjournment

Sincerely,

Oucly M. Luchen

ANDY M. BUEHLER, Director Division of Planning & Development

AMB:BF:aw

### GL-15-20

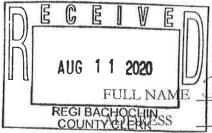


### COUNTY OF KENOSHA

COUNTY CLERK

Regi Bachochin

1010 - 56th Street Kenosha WI 53140 (262) 653-2552 3-2564



Fax: (262)
1 2020 CLAIM AGAINST KENOSHA COUNTY
FULL NAME Jordan Michael Miller DATE 07/31/20
19842ss 51017 39-h 5+
CHERRO
TELEPHONE NUMBER: Home: 262 - 9957  Work:
DATE & TIME OF ACCIDENT OR LOSS 07/10/20 11pm
LOCATION OF ACCIDENT Highway Kie
DESCRIPTION OF ACCIDENT OR LOSS Traveling West on K The road was Torn up, Decayse of this I was Priving at awound 45 mph. when I notice the Sight for "Bump" I Btarting running weird after hitting The fother
WITNESS: Name  Address  Address  Address
Phone 262-977-5250
AMOUNT OF CLAIM (damages) \$_800
CLAIMANT'S SIGNATURE
Please attach receipts, estimates, and/or other supporting data to this form.
RETURN THIS FORM TO: KENOSHA COUNTY CLERK 1010 56 <sup>TH</sup> STREET KENOSHA WI 53140
KENUSHA WI 5514U