NOTICE IS HEREBY GIVEN the Regular County Board Meeting of the Kenosha County Board of Supervisors will be held on Tuesday, the 18th of October at 7:30PM., in the County Board Room located in the Administration Building. The following will be the agenda for said meeting:

A. Call To Order By The Chairperson
B. Pledge Of Allegiance
C. Roll Call Of Supervisors
D. Behavioral Health Narcan Training
E. Citizen Comments
   Documents:
   GUIDELINES FOR CITIZEN COMMENTS FOR COUNTY BOARD AND COMMITTEE MEETINGS.PDF
F. Announcements Of The Chairperson
G. Supervisor Reports
H. NEW BUSINESS
   Resolution - One Reading
   40. From The Human Services Committee - A Resolution To Approve The Appointment Of Carol Abraham To The Commission On Aging And Disability Services
   Documents:
   ABRAHAM COADS 1.PDF
41. From The Human Services Committee - A Resolution To Approve The Appointment Of Gregg Sinnen To The Commission On Aging And Disability Services

Documents:

SINNEN COADS 1.PDF

42. From The Finance & Administration Committee - A Resolution Authorizing Transfer Of Four Parcels In Salem Lakes To The Village Of Salem Lakes For Lift Stations

Documents:

RES SALEM LAKES LIFT STATION TRANSFER OF COUNTY LOTS.PDF

43. From The Judiciary & Law Enforcement Committee & Finance/Administration Committees - A Resolution To Approve A Memorandum Of Understanding Regarding The Use Of ARPA Funds As Part Of Wisconsin’s Tribal And Local Law Enforcement Agency Initiative

Documents:

MEMORANDUM USE OF ARPA FUNDS LAW ENFORCEMENT AGENCY GRANT.PDF

44. From The Judiciary And Law Committee - A Resolution To Approve Christopher Bridleman To Serve As A Member Of The Kenosha County Local Emergency Planning Committee (Group #6 - Industry)

Documents:

RESOLUTION LEPC FOR CERIDLEMAN GROUP 5.PDF

45. From The Planning, Development & Extension Education Committee - A Resolution To Appoint Scott Grundy To The Kenosha Land Information Council

Documents:

RES GRUNDY LIC 10-2022.PDF

46. From The Judiciary And Law Committee - A Resolution To Approve The PSAP Grant Funding For One Public Safety Answering Point Per County

Documents:

PSAP GRANT FUNDING FOR ONE PUBLIC SAFETY ANSWERING POINT PER COUNTY.PDF

Ordinance - One Reading, Two Required

6. From The Planning, Development & Extension Education Committee - An Ordinance Regarding Ordinance Amendments To The Text Of The Kenosha County General Zoning And Shoreland/Floodplain Zoning Ordinance Relative To Text Changes That Will Create A Solar Energy Systems Ordinance Compliant With Section 66.0401 & 66.0403 Of The Wisconsin State Statutes

Documents:

RES GENERAL ZONING AMENDMENTS.PDF
I. COMMUNICATIONS

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

Documents:

11-09-2022 COMMUNICATIONS SIGNED.PDF

J. Approval Of The October 4, 2022, Minutes By Supervisor Grady

K. Adjourn
GUIDELINES FOR “CITIZEN COMMENTS” AT KENOSHA COUNTY BOARD AND COMMITTEE MEETINGS

Please follow the guidelines for participating in Citizen Comments:

- Any person who wishes to address the county board during the “Citizen Comments” portion of the county board meeting must verbally state their name and residential address for the record.

- Citizens that speak during “Citizen Comments” must list their name and residential address on the sign-in sheet on the podium.

- Citizen Comments portion of the meeting will be for 1 hour, which may be adjusted by the County Board Chair at their discretion, if necessary.

- Each speaker is provided one opportunity to speak up to five (5) minutes in length or as announced by the County Board Chair at the beginning of the meeting. Stay within the time limits provided.

- Citizen comments should pertain to county operations.

- Comments should be made to the Board as a whole, and not to address individual Supervisors.

- Do not ask questions of the Board as a whole, or to individual supervisors, this is a time for public comments, not discussion or debate.

- Citizens must be courteous in their language and deportment and must avoid personalized remarks. Refraining from comments that are rude, obscene, or profane, personally attacking, or which demonstrate a lack of respect for others.

- The County Board Chair will not tolerate abusive language or disruptive behavior. The County Board Chair, for abusiveness or disruptive behavior, may terminate an individual’s public comments. The County Board Chair has the authority to rule speakers out of order for noncompliance with these guidelines and may call a short recess in disorderly situations.

- Citizens in the audience are not to audibly respond to comments being made or to make demonstrations either in support of or in opposition to a speaker or idea. Refraining from derogatory comments, inappropriate gesturing, or applause.
KENOSHA COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO. ________________

Subject:
Resolution to approve the appointment of Ms. Carol Abraham to serve on the Kenosha County Commission on Aging and Disability Services

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Date Submitted: 
Date Resubmitted: 

Submitted By: Human Services Committee

Fiscal Note Attached □ Legal Note Attached □

Prepared By:
John T. Jansen

WHEREAS, pursuant to County Executive Appointment 2022/23-16, the County Executive has appointed Ms. Carol Abraham to serve on the Kenosha County Commission on Aging and Disability Services and;

WHEREAS, the Human Services Committee has reviewed the request of the County Executive for confirmation of this appointment and is recommending to the County Board the approval of this appointment,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors confirms the appointment of Ms. Carol Abraham to serve on the Kenosha County Commission on Aging and Disability Services. This appointment shall be effective immediately and continue until the 31st Day of December 2025, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Ms. Abraham will serve without pay and will be filling a vacant seat.

HUMAN SERVICES COMMITTEE:

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<td>Amanda Nedweski, Chairman</td>
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<td>Tim Stocker, Vice Chairman</td>
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<td>Dave Geertsen</td>
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<td>Edward D. Kubicki</td>
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<tr>
<td>Monica Yuhas</td>
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Monica Yuhas
ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2022/23-16

RE: KENOSHA COUNTY COMMISSION ON AGING AND DISABILITY SERVICES

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Ms. Carol Abraham
Twin Lakes, WI 53181

to serve on the Kenosha County Commission on Aging and Disability Services beginning immediately upon confirmation by the County Board and continuing until the 31st day of December 2025 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

This is a new appointment. Ms. Abraham will fill a vacant seat.
Ms. Abraham will serve without pay.

Respectfully submitted this 9th day of September 2022.

Samantha Kerkman
Kenosha County Executive
COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

Information marked with an * will be redacted before this form is publicly posted.

Name: Carol L. Abraham

First Middle Initial (optional) Last

*Residence Address: ___________________________

Occupation: n/a

Company Title

*Business Address: n/a

*Telephone Number: Residence ___________ *Business ___________

*Daytime Telephone Number: ________________________

*Email Address: ______________________________

Name of the Commission, Committee or Board for which you are applying:

Kenosha County Commission on Aging and Disability Services Committee

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

Having been diagnosed with a rare neuromuscular disease as a child, advocacy has been a passion my entire life. I worked for 18 years as a registered occupational therapist (OTR) where I worked in a community mental health setting and also ran an adult day program for frail elderly living in the community. I am extremely active in the global disability community where I am recognized as a leader and resource for patients, family members, organizations, and other stakeholders. I have have well developed problem solving and communication skills.

I was Ms. Wheelchair Wisconsin in 2016.

My husband and I reside in Twin Lakes. We owned and operated Abraham’s On-Site Shredding Service, LLC for 17 years before selling the business in 2016. I attended Lakewood Grade School and Wilmot Union High School. I graduated from Mount Mary University in Milwaukee.

Revised 7-1-2021
Kenosha County Commissions, Committees & Boards
Appointment Profile - Page 2

Additional Information:

It would be an honor to serve on the Kenosha County Commission on Aging and Disability Services Committee. As someone with a severe physical disability I believe that my life experiences, as well as my professional background and skills could be of benefit to the residents of Kenosha County.

Nominee’s Supervisory District: ________________

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

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 explanation.

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.

LGMD Awareness Foundation - Founder & President;
Coalition to Cure Calpain 3 - Director of Community Outreach & Board Member;
American Legion Auxiliary Unit 544 - member

Governmental Services: List services with any governmental unit.

Currently serve on the U.S. Food and Drug Administration’s (FDA) Patient Engagement Collaborative (PEC). I was appointed in 2021 for a 2-year term.

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

Carol L Abraham
Signature of Nominee

09/09/2022
Date

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

Revised 7-1-2021
WHEREAS, pursuant to County Executive Appointment 2022/23-15, the County Executive has appointed Mr. Gregg Sinnen to serve on the Kenosha County Commission on Aging and Disability Services and;

WHEREAS, the Human Services Committee has reviewed the request of the County Executive for confirmation of this appointment and is recommending to the County Board the approval of this appointment,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors confirms the appointment of Mr. Gregg Sinnen to serve on the Kenosha County Commission on Aging and Disability Services. This appointment shall be effective immediately and continue until the 31st Day of December 2025, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mr. Sinnen will serve without pay and will be succeeding Edmund Weaver.
ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2022/23-15

RE: KENOSHA COUNTY COMMISSION ON AGING AND DISABILITY SERVICES

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. Gregg Sinnen
Kenosha, WI 53140

to serve on the Kenosha County Commission on Aging and Disability Services beginning immediately upon confirmation by the County Board and continuing until the 31st day of December 2025 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

This is a new appointment. Mr. Sinnen will be succeeding Edmund Weaver. Mr. Sinnen will serve without pay.

Respectfully submitted this 9th day of September 2022.

Samantha Kerkman
Kenosha County Executive
COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)
Information marked with an * will be redacted before this form is publicly posted.

Name: Gregg D. Sinnen
     First                Middle Initial (optional)    Last

*Residence Address: __________

Occupation: Kenosha Fire Dept. (Retired)
            Company    Title

*Business Address:

*Telephone Number: Residence _______  *Business _______

*Daytime Telephone Number: _______

*Email Address: ___________________________

Name of the Commission, Committee or Board for which you are applying:
Commission on Aging and Disability Services

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

I have always been involved in some type of community service - Volunteer firefighter, PTA/PTO, various committees and commissions for the Town/Village of Somers, Kenosha Achievement Center, and Somers Town board / Village Board.
Kenosha County Commissions, Committees & Boards
Appointment Profile - Page 2

Additional Information:
Married to Julie 37 years
2 sons - Matthew and Robert
Robert has diagnosis of Down Syndrome

Nominee's Supervisory District: 19th

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

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 explanation.

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.
Kenosha Firefighters Local 414 (Retired)
Kenosha Achievement Center (Current member, Board of Directors)

Governmental Services: List services with any governmental unit.
Current member Village of Somers Board of Trustees

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

[Signature of Nominee]

09/05/2022
Date

Please Return To: Kenosha County Executive
1010 - 56th Street
Kenosha, WI 53140
KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO.

<table>
<thead>
<tr>
<th>Subject: RESOLUTION AUTHORIZING TRANSFER OF FOUR PARCELS IN SALEM LAKES TO THE VILLAGE OF SALEM LAKES FOR LIFT STATIONS</th>
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<th>Original X</th>
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<th>2nd Correction □</th>
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<th>Date Submitted:</th>
<th>Date Resubmitted:</th>
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<tr>
<th>Submitted By: Finance/Administration Committee</th>
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<tr>
<th>Fiscal Note Attached □</th>
<th>Legal Note Attached □</th>
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| Prepared By: John F. Moyer |
| Sr. Asst. Corporation Counsel |

| Signature: [John F. Moyer] |

WHEREAS, Kenosha County owns four parcels in Salem Lakes more particularly described as in the attachments, located at 286th Ave and 108th St. (Valmar North) and 115th Place (Valmar South), and

WHEREAS, There is a need in the Valmar Subdivision area for improved sanitary sewer service because there are many residential units and the grinder pumps currently servicing the area for individual properties are over 40 years old and lift stations are needed to provide reliable sanitary sewer, and

WHEREAS, The Village of Salem Lakes has contacted Kenosha County requesting transfer of these lots for use in satisfying this sanitary sewer need, and

WHEREAS, Kenosha County does not have any development plans for these lots and would be providing for a public need in transferring these lots to Salem Lakes by facilitating the construction of two lift stations which, once constructed, will serve citizens of the County for many years into the future, and

WHEREAS, The Village of Salem Lakes has designed and taken several steps toward completion of this necessary project such that the Village hopes to begin construction on the lift stations by Spring, 2023 if they can acquire the County parcels, and

WHEREAS, the public interest would be well served by working cooperatively with the Village of Salem Lakes so that the sanitary sewer needs of its citizens are satisfied.
NOW THEREFORE BE IT RESOLVED that the Kenosha County Board of Supervisors hereby agrees to transfer tax parcels 70-4-120-294-1531, and 70-4-120-291-1100, 1105 and 1110 to Salem Lakes for nominal consideration of $1 so that two lift stations may be constructed on these sites to serve County and Village residents.

BE IT FURTHER RESOLVED that the Kenosha County Executive and County Clerk are hereby authorized to execute the appropriate documents in order to execute this transaction in accordance with State law.

Respectfully submitted by:

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<tr>
<th>FINANCE/ADMINISTRATION COMMITTEE</th>
<th>Aye</th>
<th>No</th>
<th>Abstain</th>
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<tbody>
<tr>
<td>Terry Rose, Chairman</td>
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<td>Dave Geerten, Vice Chair</td>
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<td>John Poole</td>
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<td>Tim Stocker</td>
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<td>William Grady</td>
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<td>Erin Decker</td>
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<td>Brian Bashaw</td>
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# Kenosha County
## Administrative Proposal Form

### 1. Proposal Overview

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<th>Division:</th>
<th>Department:</th>
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Proposal Summary (attach explanation and required documents):

Resolution Authorizing the Transfer of Four Parcels in Salem Lakes to the Village of Salem Lakes for Lift Stations

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<tr>
<th>Dept./Division Head Signature:</th>
<th>Date:</th>
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</table>

Print Name:

### 2. Department Head Review

Comments:

Recommendation: ✓ Approval  □ Non-Approval

Department Head Signature: Shelly Billingsley  Date: 9-30-22

Print Name:

### 3. Finance Division Review

Comments:

Recommendation: ☒ Approval  □ Non-Approval

Finance Signature:  Date: 10/3/22

Print Name:

### 4. County Executive Review

Comments:

Action: ☒ Approval  □ Non-Approval

Executive Signature:  Date: 10/3/22

Print Name:

Revised 01/11/2001 (5/10/01)
Lots 1 through 25 of Block 4, Valmar Subdivision Third Addition, a subdivision of part of Lot 4 of Government Division of Sections 29 and 32, Town 1 North, in Range 20 East of the Fourth Principal Meridian. Said lands lying and being in the Village of Salem Lakes, County of Kenosha, State of Wisconsin.

Tax Parcel ID #70-4-120-294-1531
Lots 1, 2 and 3 of Block 8, of Valmar and First Addition to Valmar Subdivision, a subdivision of the Northwest quarter of the Northeast quarter and Lot 2 of the Government Division of Section 29, Town 1 North, Range 20 East of the Fourth Principal Meridian. Said lands lying and being in the Village of Salem Lakes, County of Kenosha, State of Wisconsin.

Tax Parcel ID’s:
#70-4-120-291-1100 (Lot 1)
#70-4-120-291-1105 (Lot 2)
#70-4-120-291-1110 (Lot 3)
KENOSHA COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO. ________________

<table>
<thead>
<tr>
<th>Subject: MOU Regarding Use of ARPA Funds as part of Wisconsin’s Tribal and Local Law Enforcement Agency Initiative</th>
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<tr>
<td>Original ☑ Corrected ☐ 2nd Correction ☐ Resubmitted ☐</td>
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<td>Date Submitted: 10/4/2022 Date Resubmitted:</td>
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<tr>
<td>Submitted By: Judiciary &amp; Law Enforcement Committee</td>
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<td>Fiscal Note Attached ☑ Legal Note Attached ☐</td>
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<tr>
<td>Prepared By: Captain, Administration Division, Justin Miller</td>
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<td>Signature: 721</td>
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WHEREAS, the Kenosha County Sheriff’s Department has been awarded by the Wisconsin Department of Administration ARPA Funds in the amount of $141,631.80 as part of the State’s Tribal and Local Law Enforcement Agency Initiative, and

WHEREAS, the funds can be used for recruitment incentives, medical testing for new employees, training, wellness and counseling programs, officer equipment, fuel (up to 50%), technology, temporary contract personnel, sworn law enforcement officers, jail personnel, dispatchers, to support K9 units, community policing initiatives, initiatives to address carjacking and vehicle theft, and updating use-of-force policies to comply with Act 75, and

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

WHEREAS, the grant period for this award in between March 15, 2022 and June 30, 2023, and

WHEREAS, The Kenosha County Sheriff’s Department, on a quarterly basis shall update the Judiciary and Law Enforcement Committee and the Finance and Administration Committee on monies spent towards the grant, until all funds are depleted or the grant period has ended.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept this grant and approve the revenue and expenditure budget modifications, to the 2022 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 the grant funds are expended according to the grant requirements or the spending period provided for the grant has expired.

NOTE: This resolution requires no funds from the general fund. The grant increases revenues by $141,631.80 and increases expenditures by $141,631.80.
Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

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<td>Supervisor Zach Rodriguez, Chair</td>
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<td>Supervisor Brian Bashaw, Vice Chair</td>
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<td>Supervisor Laura Beisky, 2nd Vice Chair</td>
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<td>Supervisor John Franco</td>
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FINANCE/ADMINISTRATION COMMITTEE

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<td>Supervisor Terry Rose, Chair</td>
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<td>Supervisor Dave Geersem, Vice Chair</td>
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<td>Supervisor Bill Grady</td>
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**1. Proposal Overview**

Division: Administration  
Department: Sheriff

Proposal Summary (attach explanation and required documents):
The Kenosha County Sheriff's Department has been awarded $141,631.80 of the state's ARPA funds through the Tribal and Local Law Enforcement Agency Initiative. This initiative aims to help offset certain costs associated with hiring, training, testing and equipping law-enforcement officers, as well as updating certain technology and policies and implementing new crime-reduction initiatives. The spending period for these funds is from March 15, 2022, until June 30, 2023.

Dept./Division Head Signature:  
Date: 10/3/22  
Print Name: Justin Miller

**2. Department Head Review**

Comments:

Recommendation: Approval [ ]  
Non-Approval [ ]

Department Head Signature:  
Date: 10/3/22  
Print Name: David Beth

**3. Finance Division Review**

Comments:

Recommendation: Approval [ ]  
Non-Approval [ ]

Finance Signature:  
Date: 10/4/22  
Print Name:

**4. County Executive Review**

Comments:

Action: Approval [ ]  
Non-Approval [ ]

Executive Signature:  
Date: 10/4/22  
Print Name:
Kenosha County Expense/Revenue Budget Modification Form

Prepared By: ____________________________ Date: 10/3/22
Division Head: ____________________________ Date: 10/3/22
Department Head: ____________________________ Date: 10/4/22
Finance Director: ____________________________ Date: 10/4/2022
County Executive: ____________________________

DEPT/DIVISION: Sheriff 2022

Purpose of Budget Modification (Required): To modify Sheriff Operations 2022 budget to recognize grant funding from the Department of Justice to develop and implement a comprehensive plan to reduce the risk of overdose deaths and enhance treatment participation among the Pre-Trial and Post-Trial populations leaving jail.

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>(1) MAIN ACCOUNT DESCRIPTION</th>
<th>(2) FUND</th>
<th>DIVISION</th>
<th>SUB DIVISION</th>
<th>MAIN ACCOUNT</th>
<th>(3) EXPENSE INCREASE (+)</th>
<th>(4) EXPENSE DECREASE (-)</th>
<th>(5) ADOPTED BUDGET</th>
<th>(6) CURRENT BUDGET</th>
<th>(7) ACTUAL EXPENSES</th>
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<th>(9) EXPENSE BAL AVAIL</th>
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EXPENSE TOTALS: 141,631.80

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REVENUE TOTALS: 141,631.80

COLUMN TOTALS (EXP TOTAL + REV TOTAL): 141,631.80

Please fill in all columns:
(1) & (2) Account information as required
(3) & (4) Budget change requested
(5) Original budget as adopted by the board
(6) Current budget (original budget w/past mods.)
(7) Actual expenses to date
(8) Budget after requested modifications
(9) Balance available after transfer (col 8 - col 7).
PROGRAM SCHEDULE
TRIBAL AND LOCAL LAW ENFORCEMENT AGENCY INITIATIVE

This Program Schedule outlining the Tribal and Local Law Enforcement Agency Initiative (the "Program") is attached to and incorporated into the Memorandum of Understanding Regarding Use of ARPA Funds ("MOU") between DOA and Grantee.

Award Amounts and Permissible Uses:

Program: Tribal and Local Law Enforcement Agency Initiative

Award Amount: Each tribal and local law enforcement agency in the State of Wisconsin (referred to herein as "LEAs" or "Grantees") has been allocated a certain sum (its "Allocation") based on the size of the population it serves, with an add-on for LEAs serving communities where violent crime exceeds the state average. The Allocation for each LEA is available on the program website (https://doa.wi.gov/Pages/LocalGovtsGrants/leagrant.aspx) and incorporated by reference herein.

Program Duration: An LEA may use its Allocation to reimburse eligible expenditures incurred between March 15, 2022 and June 30, 2023. Expenditures incurred outside that time window are not eligible for reimbursement under this Program. For purposes of this Program, an expenditure is not “incurred” until the LEA or its affiliated Tribal or local government has paid it.

How it Works: During a quarterly Reporting Period, an LEA may draw down its Allocation and receive allocated funds by reporting eligible expenditures for reimbursement through the Program’s online reporting system. DOA will process these submissions and reimburse each LEA’s reported eligible expenditures from the remaining balance of its Allocation. The first Reporting Period is expected to occur during a two-week period in September 2022; they will occur on a quarterly basis thereafter until the completion of the Program.

Example: An LEA has a $20,000 allocation. During the September 2022 Reporting Period, it uses the online reporting system to report $8,000 in eligible expenditures incurred since March 15, 2022. DOA processes the reimbursement request and pays $8,000 to the LEA, leaving $12,000 in the LEA’s Allocation. In the next quarterly Reporting Period, the LEA submits another $7,000 in eligible expenditures. Those eligible expenditures are again processed and reimbursed, leaving the LEA with $5,000 of its Allocation remaining to reimburse expenditures reported in subsequent Reporting Periods.

Permitted Uses of Funds: The Program is intended to provide LEAs with additional resources to help offset certain costs associated with hiring, training, testing, and equipping law-enforcement officers, as well as updating certain technology and policies and implementing new crime-reduction initiatives. The following expenditures are eligible for reimbursement under the Program, subject to the limitations set forth in the MOU, this Program Schedule, and applicable state and federal law:

1. Recruitment incentives. The Program will reimburse the costs of certain financial incentives to recruit new officers, jail personnel, and dispatchers (referred to collectively below as “new hires”), as follows:
   a. The costs of a new hire’s academy or other formal preparatory training, to the extent the new hire’s training costs are reimbursed by the LEA following acceptance of employment.
   b. A signing bonus of up to $2,000 for each new hire.
   c. For each new hire whose most recent employer was an out-of-state governmental agency, an additional bonus of up to $500 for each year of relevant out-of-state experience as a law enforcement officer, jailer, or dispatcher, up to an additional $2,000. Thus, for a new hire from an out-of-state law governmental agency with four or more years’ relevant experience, this Program will reimburse the cost of providing a signing bonus of up to $4,000.
Each new hire who receives recruitment incentives that are reimbursed through this Program must provide the LEA with a written statement affirming that the new hire intends to complete at least three years' continuous employment with the LEA. The LEA is responsible for collecting and maintaining those statements; it does not need to provide copies of those statements when making reimbursement requests unless specifically requested by DOA.

Each LEA is responsible for conducting appropriate background checks on employment candidates. New hires with a record of misconduct are not eligible to receive recruitment incentives that are reimbursed through this Program.

2. **Medical testing.** The Program will reimburse the costs of job-related medical testing of officers, including physical examinations, hearing tests, drug tests, pre-employment psychological examinations, and other medical testing.

3. **Training.** The Program will reimburse the costs of providing training to help reduce violence and improve community safety, including programs to train officers in any of the following subject areas:
   a. Crisis intervention, including training for interactions with individuals suffering from mental illness and addiction.
   b. Resiliency and suicide prevention.
   c. Use-of-force options and de-escalation tactics, including scenario-based training aimed at stabilizing potentially dangerous situations to allow more time and options for safe resolution.
   d. Implicit bias.
   e. “Active bystander” training.
   f. The emergency detention process.
   g. Homicide investigation.
   h. Any annual recertification training required by the Wisconsin Law Enforcement Standards Board.

4. **Wellness and counseling programs.** The Program will reimburse the costs of providing wellness, counseling, or behavioral health programs or services to officers.

5. **Officer equipment, fuel, and technology, excluding weapons.** The Program will reimburse the costs of purchasing the following:
   a. Uniforms, duty belts, holsters, handcuffs, boots, bulletproof vests and other protective gear, radios, flashlights, and other equipment of a similar nature.
   b. License-plate readers, security cameras, and smart cameras, including thermal imaging cameras and vehicle-mounted cameras.
   c. Mobile data computers and equipment purchased for the purpose of improving wireless connectivity in LEA vehicles, such as mobile hot spots.
   d. Body cameras and body camera-activating holsters.
   e. Upgrades to public safety answering point (PSAP) systems or infrastructure.
   f. Any accessories, software, services (including installation), or specialized training needed to utilize items in categories 5.a to 5.e above.
   g. Up to 50 percent of the fuel and charging costs for LEA vehicles.

Weapons (including non-lethal weapons) and ammunition are not eligible for reimbursement through this Program.

6. **Temporary contract personnel.** The Program will reimburse the costs of retaining temporary contract personnel to assist with processing evidence, reducing backlogs, or other tasks that help LEAs conduct criminal investigations. When reporting these expenditures in the online reporting system, the LEA must identify the contractor used and the nature of the services performed.

7. **Sworn law enforcement officers, jail personnel, and dispatchers.** The Program will reimburse certain costs associated with sworn law enforcement officers, as follows:
a. The additional payroll costs associated with increasing part-time officers, dispatchers, or jail personnel to full-time positions.
b. For LEAs that adopt or engage in initiatives to reduce violent crime (including offenses involving firearms), the payroll costs of officers for time worked on such initiatives.
c. The payroll costs of officers for time worked on Crisis Intervention Teams.
d. For LEAs serving communities where the violent crime rate exceeds the statewide average, as identified in Appendix 1, the full payroll costs for new hires (as defined in paragraph 1 above) made on or after March 15, 2022.

8. **K9 units.** The Program will reimburse the costs associated with purchasing canines to assist officers with law enforcement functions, including any related training costs.

9. **Community policing initiatives.** The Program will reimburse costs associated with designing and implementing community policing initiatives, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives. For purposes of this Program, “community policing initiatives” refer to place-based, community-oriented crime reduction strategies in targeted neighborhoods suffering from chronic crime issues.

10. **Initiatives to address carjacking and vehicle theft.** The Program will reimburse costs associated with designing and implementing initiatives to prevent and investigate incidents of carjacking and vehicle theft, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives.

11. **Updating use-of-force policies to comply with Act 75.** The Program will reimburse costs associated with updating their use-of-force policies to comply with the standards set forth in 2021 Wisconsin Act 75, including any costs of training related to these standards.

Expenditures not included in the above categories are not eligible for reimbursement through this Program.

**Procurement limitations:** All expenditures submitted for reimbursement through this Program must comply with Grantee’s local procurement procedures and must avoid conflicts of interest, acquisition of unnecessary or duplicative items, excessive costs, or other waste.

**Payments:**

Grantee shall make requests for reimbursement payments by reporting eligible expenditures through DOA’s online reporting system during Reporting Periods.

Reimbursement payments shall only be made after the MOU has been fully executed by Grantee and DOA, the Grantee has reported expenses that are eligible for reimbursement in compliance with the MOU and this Program Schedule, and responses are provided by Grantee for any questions from DOA within timeframes designated by DOA.

DOA shall make payment by check or via Automated Clearing House (ACH).

Payments to Grantee that exceed allowable expenses pursuant to the terms of the Agreement, if outstanding at the expiration of this Agreement, shall be repaid to DOA within 60 days of the expiration date of the Performance Period. DOA, in accordance with State procedures, shall reconcile payments and report expenses.

**Records and Reporting:**

Grantee is responsible for maintaining records sufficient to demonstrate that the expenditures submitted for reimbursement are eligible expenditures under the MOU and this Program Schedule. Grantee will cooperate with
any inquiry and provide any relevant information or records requested by DOA or any of its authorized representatives relating to the expenditures submitted for reimbursement.

Grantee understands that DOA is required to submit quarterly and annual reports to the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021. Grantee shall timely provide DOA with all information that may be necessary to comply with those reporting requirements.

Grantee must retain records for a period of at least five years after all ARPA State and Local Fiscal Recovery Funds provided by the Department of Treasury to the State of Wisconsin have been expended or returned to the federal government. Current law requires the State to expend or return such funds no later than December 31, 2026.

**Administration:**

The DOA employee responsible for the administration of this MOU with respect to this Program Schedule shall be DOA’s Administrator of the Division of Intergovernmental Relations or their designee, who shall represent DOA’s interest in review of quality, quantity, rate of progress, timeliness, compliance, federal reporting, and related considerations as outlined in this MOU.

The Grantee employee responsible for the administration of this MOU with respect to this Program Schedule shall be the person designated as “contact person” by Grantee, who shall represent Grantee’s interest regarding Agreement performance, financial records, and related considerations. DOA shall be immediately notified of any change of this designee.

All correspondence, notices or requests under this MOU shall be in writing, in electronic form or otherwise, to the addresses listed below:

**To DOA:**

Dawn Vick  
Administrator  
Division of Intergovernmental Relations  
Department of Administration  
101 E. Wilson St.  
Madison, WI 53703  
E-mail: LEAGrant@wisconsin.gov

**To Grantee:**  

The “contact person” designated by Grantee

**Certifications:**

By submitting an expenditure to DOA for reimbursement through this Program, Grantee certifies all the following:

1. That the expenditure is a permitted use of funds, as described in this Program Schedule.
2. That the expenditure was incurred by the Grantee or its affiliated Tribe, county, city, village, or town and has not been reimbursed by any other third-party source.
3. That all other information provided by Grantee to DOA relating to the expenditure is accurate.
4. That the Grantee has and will maintain records of the expenditure for the period required by this Program Schedule, including, if applicable, statements affirming that new hires receiving recruitment incentives intend to complete at least three years’ continuous employment with Grantee.
5. That the Grantee is not a federally debarred contractor and is not on the list of parties excluded from federal procurement and non-procurement contracts.
Appendix 1

Adams County Sheriff's Office
Adams Police Department
Altoona Police Department
Antigo Police Department
Appleton Police Department
Ashland County Sheriff's Office
Ashland Police Department
Ashwaubenon Police Department
Baraboo Police Department
Barron Police Department
Bayfield Police Department
Beloit Police Department
Big Bend Police Department
Black River Falls Police Department
Bloomer Police Department
Boscobel Police Department
Brown Deer Police Department
Burlington Police Department
Burnett County Sheriff's Office
Butler Police Department
Chetek Police Department
Chilton Police Department
Chippewa Falls Police Department
Clintonville Police Department
Coleman Police Department
Cornell Police Department
Crandon Police Department
Cudahy Police Department
Dane County Sheriff's Office
Delavan Police Department
Dunn County Sheriff's Office
East Troy Village Police Department
Eau Claire County Sheriff's Office
Eau Claire Police Department
Elkhorn Police Department
Elroy Police Department
Everest Metro Police Department
Fennimore Police Department
Fitchburg Police Department
Florence County Sheriff's Office
Fond du Lac Police Department
Forest County Sheriff's Office
Fort Atkinson Police Department
Frederic Police Department
Glendale Police Department
Grand Chute Police Department
Grantsburg Police Department
Green Bay Police Department
Greendale Police Department
Greenfield Police Department
Hayward Police Department
Horicon Police Department
Hudson Police Department
Iron River Police Department
Janesville Police Department
Jefferson Police Department
Juneau County Sheriff's Office
Kaukauna Police Department
Kenosha County Sheriff's Office
Kenosha Police Department
Kewaunee County Sheriff's Office
Kiel Police Department
La Crosse Police Department
Lac Courte Oreilles Tribal Police Department
Lac du Flambeau Police Department
Lake Delton Police Department
Lake Hallie Police Department
Lake Mills Police Department
Lancaster Police Department
Lincoln County Sheriff's Office
Madison Police Department
Manawa Police Department
Manitowoc Police Department
Marinette Police Department
Marion Police Department
Markesan Police Department
Marshall Police Department
Marshfield Police Department
Mauston Police Department
Mayville Police Department
Medford Police Department
Menasha Police Department
Menominee Tribal Police Department
Menomonie Police Department
Milwaukee Police Department
Minocqua Police Department
Mondovi Police Department
Monroe County Sheriff's Office
Mount Pleasant Police Department
Muskego Police Department
Neenah Police Department
New Lisbon Police Department
New Richmond Police Department
Oak Creek Police Department
Oconto Police Department
Omro Police Department
Osceola Police Department
Oshkosh Police Department
Palmyra Police Department
Phillips Police Department
Platteville Police Department
Pleasant Prairie Police Department
Plover Police Department
Portage Police Department
Poynette Police Department
Pulaski Police Department
Racine Police Department
Rhinelander Police Department
Rice Lake Police Department
Ripon Police Department
Rock County Sheriff's Office
Rusk County Sheriff's Office
Sawyer County Sheriff's Office
Seymour Police Department
Shawano Police Department
Sheboygan Police Department
Shiocton Police Department
Siren Police Department
Sparta Police Department
Spooner Police Department
Spring Valley Police Department
St. Croix Falls Police Department
Stanley Police Department
Stevens Point Police Department
Summit Police Department
Superior Police Department
Tomah Police Department
Town of Beloit Police Department
Town of Brookfield Police Department
Town of Madison Police Department
Twin Lakes Police Department
Two Rivers Police Department
Washburn Police Department
Waterloo Police Department
Watertown Police Department
Waukesha Police Department
Waupaca Police Department
Wausau Police Department
Wauwatosa Police Department
Webster Police Department
West Allis Police Department
West Bend Police Department
West Milwaukee Police Department
West Salem Police Department
Whitewater Police Department
Wisconsin Dells Police Department
Wisconsin Rapids Police Department
MEMORANDUM
Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 10/04/2022

SUBJECT: Memorandum of Understanding Regarding Use of ARPA Funds Law Enforcement Agency Grant

SUBMITTED BY: Captain Justin Miller

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):
WHEREAS under County Executive Appointment #2022/23-17, the County Executive has appointed Chris Bridleman to serve as a three-year term as a member of the Local Emergency Planning Committee, and;

WHEREAS, the Judiciary & Law Committee has reviewed the County Executive’s request for review and approval of his appointment of the above named to serve on this Committee and is recommending to the County Board the approval of this appointment, and;

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors approve the appointment of Chris Bridleman to serve as a member of the Local Emergency Planning Committee immediately upon confirmation of the County Board and to continue until the 1st day of November 2025, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Respectfully submitted,

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

Aye No Abstain Excused
 Supervisor Zach Rodriguez, Chair
 Supervisor Brian Bashaw, Vice Chair
 Supervisor Laura Holsky, 2nd Vice Chair
 Supervisor Mark Nordlind
 Supervisor Erin Decker
ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2022/23-17

RE: KENOSHA COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Chris Bridleman
Trevor, WI 53179

to serve a three-year term on the Kenosha County Local Emergency Planning Committee beginning immediately upon the confirmation of the County Board and continuing until the 1st day of November, 2025 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Bridleman is a new appointee and will serve without pay.

Respectfully submitted this 29th day of September, 2022.

Sincerely,

Samantha Kerkman
Kenosha County Executive
COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)
Information marked with an * will be redacted before this form is publicly posted.

<table>
<thead>
<tr>
<th>Name: Chris D Bridleman</th>
</tr>
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<td>First</td>
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*Residence Address: ____________________________

Occupation: Vonco Products, LLC SR. VP. Operations

Company | Title
-------- | ------

*Business Address: ____________________________

*Telephone Number: Residence _____ *Business _____

*Daytime Telephone Number: ________

*Email Address: ____________________________

Name of the Commission, Committee or Board for which you are applying:

Local Emergency Planning Committee

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

I believe I would be a valuable addition to the committee based on work experience and personal beliefs. I started my career in Information Technology and progressed into Manufacturing Operations. A key fundamental requirement in both of these professions is the ability to plan, mitigate risk and plan for disaster recovery. In the event that my company’s IT infrastructure was compromised in anyway, I needed to make sure we were prepared. It could range anywhere from equipment failure to virus exposure to physical destruction of property. The same thought process is used in manufacturing as we plan for business continuity and safety. I am constantly working to make sure our building is safe, equipment operational and planning for what if scenarios. I am also a leader on our emergency response team for work.

Personally, I have an affinity for emergency planning and preparedness. I spend time outdoors on a regular basis in which I am in remote locations or some distance from help and so I make sure I am prepared for these situations. I am a registered EMT Basic, helping to keep me up to date on first aid and emergency response.

I would love the opportunity to bring my abilities to this committee to better serve and prepare my community in the event of an emergency.

Revised 7-1-2021
Kenosha County Commissions, Committees & Boards
Appointment Profile - Page 2

Additional Information:

Nominee’s Supervisory District: 21

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.
Kenosha Velosport Cycling - Secretary, KR Bike Club - member

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 explanation.

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.
Kenosha Velosport Cycling - Secretary

Governmental Services: List services with any governmental unit.

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

Signature of Nominee

09/29/2022
Date

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

Revised 7-1-2021
MEMORANDUM
Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 10/04/2022

SUBJECT: Resolution to Approve the Appointment of Chris Bridleman to serve as a member of the Kenosha County Local Emergency Planning Committee (Group #5 – Industry)

SUBMITTED BY: Sgt. Chris Hannah

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):
WHEREAS, pursuant to County Executive Appointment 2022/23-18, the County Executive has appointed Scott Grundy to serve on the Kenosha County Land Information Council; and

WHEREAS, the Planning, Development & Extension Education Committee of the Kenosha County Board of Supervisors has reviewed the request of the County Executive for confirmation of the above-named to serve on the Kenosha County Land Information Council and is recommending to the County Board the approval of the appointment,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors confirms the appointment of Scott Grundy to the Kenosha County Land Information Council. Grundy's appointment shall be effective immediately and shall continue until the 1st day of November, 2026, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mr. Grundy will serve without pay and will be succeeding Steve Bostrom.
Resolution – Scott Grundy to the Kenosha County Land Information Council – 10-2022
Page 2

Approved by:

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<thead>
<tr>
<th>Name</th>
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<td>Aaron Karow, Chair</td>
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<tr>
<td>Daniel Gaschke, Vice Chair</td>
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<td>Brian Bashaw</td>
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<td>Andy Berg</td>
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APPOINTMENT 2022/23-18

RE: KENOSHA COUNTY LAND INFORMATION COUNCIL

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. Scott Grundy
Kenosha, WI 53158

to serve a four-year term on the Kenosha County Land Information Council beginning immediately upon confirmation of the County Board and continuing until the 1st day of November, 2026 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Grundy will succeed Mr. Steve Bostrom, whose term expired July 1, 2022.

Mr. Grundy will serve without pay.

Respectfully submitted this 29th day of September, 2022.

[Signature]

Samantha Kerkman
Kenosha County Executive
COUNTY OF KENOSHA  
OFFICE OF THE COUNTY EXECUTIVE  
SAMANTHA KERKMAN  

APPOINTMENT PROFILE  
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS  

(Please type or print)  
Information marked with an * will be redacted before this form is publicly posted.  

<table>
<thead>
<tr>
<th>Name:</th>
<th>Scott C Grundy</th>
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<tr>
<td>First</td>
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<tr>
<td>*Residence Address:</td>
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<td>*Business Address:</td>
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<td>*Daytime Telephone Number:</td>
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<td>*Email Address:</td>
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Name of the Commission, Committee or Board for which you are applying:  
Kenosha County Land Information Council  

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.  

I believe I would be a valuable addition to this Council based on my extensive background in Real Estate. For twenty plus years I have worked in Real Estate sales in the Kenosha Community. Presently I own and operate a Real Estate brokerage firm in Kenosha. My current job duties include personnel management, marketing, community relations, and customer sales. In addition, I previously owned and operated a custom home building company; working directly with building inspectors, surveyors, and multiple tradesmen. I have been involved in the design and building of multiple homes in both Kenosha and Pleasant Prairie.  

Revised 7-1-2021
Additional Information:

Nominee's Supervisory District: Kenosha County

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

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 explanation.

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.
I have been an active member of the Southshore Realtors Association for over fifteen years. I have served as a Director, Board Member, Treasurer, Association President (2017) and will be the incoming President in 2023. All positions were voted on by my peers.

Governmental Services: List services with any governmental unit.

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

Signature of Nominee

09/28/2022
Date

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

Revised 7-1-2021
WHEREAS, every municipal and state agency that provides fire suppression, law enforcement, and EMS, may establish a 911 system. Most counties operate their own Public Safety Answering Point (PSAP) to meet the needs of their citizens; and

WHEREAS, the 2017-19 Wisconsin state budget required DMA to create an emergency services IP network to be provided to all PSAPs. This digital network is essential in transitioning the state’s 911 system from the old and outdated analog system to a current and advanced NextGeneration 911 system; and

WHEREAS, 2019 Wisconsin Act 26 created a much-needed PSAP grant program aimed to provide grant dollars for advanced training of telecommunicators; equipment or software expenses; and incentives to consolidate some or all of the functions of two or more PSAPs; and

WHEREAS, 2019 Wisconsin Act 26 requires that only one PSAP per county receive the grant funds; and

WHEREAS, DMA Chapter 2 requires the county board of supervisors to determine the one PSAP per county via resolution except for Milwaukee County where the Intergovernmental Cooperation Council will make the determination.

NOW, THEREFORE, BE IT RESOLVED that Kenosha County does hereby designate Kenosha Joint Services Communications Department as the Public Safety Answering Point in Kenosha County for the purposes of 2019 Wisconsin Act 26 grant dollars or federal grant opportunities. Further that the County of Kenosha retains the right to change the officially designated Public Safety Answering Point from time to time according to future developments and the best interest of the community.
BE IT FURTHER RESOLVED, That Kenosha County designates Kenosha Joint Services to apply for grants or other aid from the State of Wisconsin PSAP Grant Program or other grant funds for this purpose from the State of Wisconsin or U.S. Government on behalf of the County of Kenosha; Further that all funds received from any such grants shall be used to reimburse contributing local governments for expenditures for eligible costs such as Emergency Medical Dispatch (EMD) protocol training, PSAP equipment hardware and software expenses for enabling NG9-1-1 Services, enhanced continuity of operations planning and equipment, and any other expenses for enabling NG9-1-1 services that are not explicitly restricted under the PSAP Grant Program.

[Signature]
Supervisor Monica M. Yuhas
Resolution Regarding
Page 2

Approved by:

JUDICIARY & LAW COMMITTEE

Zaid Rodriguez

☐ ☐ ☐ ☐

Brian Bashaw

☐ ☐ ☐ ☑

Erin Decker

☐ ☐ ☐ ☑

Mark Nordigian

☐ ☐ ☐ ☑

Laura Belsky

☑ ☐ ☐ ☐

John Franco

☑ ☐ ☐ ☐

Jeff Wamboldt

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KENOSHA COUNTY

BOARD OF SUPERVISORS

ORDINANCE NO. ___

Subject: An Ordinance to Amend the text of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance. The proposed text changes will create a Solar Energy Systems ordinance compliant with Section 66.0401 & 66.0403 of the Wisconsin State Statutes

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<td>Submitted By: Planning, Development &amp; Extension Education Committee</td>
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| Prepared By: Andy M Buehler, Director Division of Planning Operations | Signature: [Signature]

WHEREAS, Kenosha County proposes to amend Chapter 12 Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance to Amend to create a Solar Energy Systems ordinance compliant with Section 66.0401 & 66.0403 of the Wisconsin State Statutes, and;

WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on October 12, 2022.

NOW, THEREFORE BE IT RESOLVED that pursuant to the authority granted by Sections 59.69 and 59.594(2)(a) of the Wisconsin State Statutes, the Kenosha County Board of Supervisors does hereby ordain that Chapter 12 of the Municipal Code of Kenosha County entitled "Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance" be and hereby is changed by the following additions, deletions and amendments and is amended to read as set forth in the attached Exhibit A, pertaining to text changes to Section 12.31.010, 12.31.020, 12.31.040, 12.35.010 and the creation of 12.27.010.
Approved by:

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Solar Energy Systems (SES)

12.27.010 PURPOSE
The purpose of this Chapter is to adopt and incorporate the requirements and standards of Wis. Stats., 66.0401 and 66.0403 to regulate Solar Energy Systems (hereinafter referred to as “SES”) for the production of electricity and/or conversion of energy for uses on-site as well as those systems which produce electricity for off-site use and distribution. The regulations of this chapter have been established to ensure SES are sited, constructed, maintained, operated, and decommissioned in a manner that maximizes utilization of Kenosha County's solar energy resources, while also balancing the need for clean renewable energy and protecting the public health, safety and welfare of the community.

(a) SES equal to 100 MW or greater shall follow the requirements of the PSC and must enter into a MOU with the County and the Town.

(b) SES less than 100MW designed to provide energy to off-site uses and/or export to the wholesale or retail sale market, are considered a commercial use and are subject to the conditional use permit process as described in Section 12.40 of this Ordinance.

(c) The Department will use the most recent industry accepted standards (U.S. Department of Energy) as it relates to average single-family electrical usage, daily watt hours formula, local peak sun hour numbers, or any other related standards for SES determinations.

(d) Kenosha County is not responsible to remove or force the removal of any structures or vegetation on adjacent properties that may exist at the time of installation or may be constructed/installed in the future to block any portion of the SES.

(e) All applications regulated by this chapter may be subject to additional conditions and restrictions consistent with but no more restrictive than those in Wis. Stats., 66.0401(1m). Where such conditions are considered and applied on a case-by-case basis; as well as satisfy one of the following:

1. Serves to preserve or protect the public health or safety.

2. Does not significantly increase the cost of the system or significantly decrease its efficiency.

3. Allows for an alternative system of comparable cost and efficiency.

12.27.020 DEFINITIONS
Battery Energy Storage Systems (BESS)— device that enables stored energy to be
released when users need it most.

Individual Use Solar Energy System – a solar energy system, on-grid or off-grid, that generates electricity for the individual property owner with either building mounted or ground mounted solar collectors that are an accessory use for consumption to the principal use of the property not exceeding the capacity limits of this ordinance.

Off-Grid Solar Energy System – solar energy system that is not connected to an existing substation or electric transmission infrastructure.

On-grid Solar Energy System – solar energy system that is connected to an existing substation or electric transmission infrastructure

Operation and Maintenance (O&M) – a plan that details how the SES will be maintained and operated in a manner that maximizes utilization of Kenosha County’s solar energy resources, while also balancing the need for clean renewable energy and protecting the public health, safety and welfare of the community.

Reflector or Reflector System – used in SES to concentrate sunlight onto the solar structure.

Solar Collector – as defined in State Statute 66.0403(j): a device, structure or part of a structure whose substantial purpose is to transform solar energy into thermal, mechanical, chemical or electrical energy.

Solar Farm – a solar energy system that generates electricity to serve many customers by wholesale or retail sale and not primarily for consumption on the property on which the system is located and is on-grid. The main land use of the property is to the solar energy system, requiring conditional use approval.

Solar Energy Systems (SES) – equipment that directly converts and then transfers solar energy into usable forms of thermal or electrical energy. A solar energy system is either for individual users or a commercial user who develops a Solar Farm. A solar energy system includes solar collectors, frames, supports and any mounting hardware, battery storage equipment, converters or invertors.

Operation and Maintenance (O&M) – a plan that details how the SES will be maintained and operated in a manner that maximizes utilization of Kenosha County’s solar energy resources, while also balancing the need for clean renewable energy and protecting the public health, safety and welfare of the community.

12.27.030 ZONING PERMIT REQUIRED
(a) An owner must obtain the County’s approval before constructing a SES or expanding an existing or previously approved SES, and no SES may be installed, constructed, or expanded without a zoning permit issued by the Department of Planning & Development (hereinafter referred to as the “Department”) under Section 12.05.010 of this Ordinance.

(b) The owner must pay an application fee at the time the application for a SES is filed
with the Department.

(c) A zoning permit issued by the Department expires if construction of the SES is not commenced within 18 months from the date of the permit.

12.27.040 DISTRICTS

(a) An Individual Use SES may be located, as an accessory use, in all zoning districts subject to the requirements, standards, and processes set forth in this Ordinance.

(b) A Solar Farm ground-mounted SES may be located in the A-1, A-2, A-4, and I-1 Districts as a conditional use, subject to the requirements set forth in Section 12.40 of this Ordinance and this SES Ordinance.

12.27.050 APPLICATION REQUIREMENTS

(a) Plan applications for an SES shall meet the requirements of Section 12.05-1(h) of this Ordinance, contain the information specified in Wis. Stat. § 66.0401 and § 66.0403 and be accompanied by to scale horizontal and vertical (elevation) drawings.

(b) Provide the Manufacturer name, model number and total capacity.

(c) Roof Mounted SES except flat roofs, the elevation drawing(s) must show the highest finished slope of the solar collector and the slope of the finished roof surface on which it is mounted.

(d) Flat Roof Mounted SES, a drawing shall be submitted showing the following:

1. The distance to the roof edge and any parapets on the building and shall identify the height of the building on the street frontage side.

2. The proposed distance to property lines, right-of-way, and/or easement.

3. The highest finished height of the solar collector as well as the finished surface of the roof.

12.27.60 CONDITIONS REQUIRED FOR APPROVAL

(a) Capacity:

1. Residential Districts:
   a. Less than 1 acre in area: capacity of the SES shall not exceed 7 kilowatts in rated capacity.
   b. Equal to or greater than 1 acre, but less than 10 acres in area: capacity of the SES shall not exceed 15 kilowatts in rated capacity.

2. Agricultural, Commercial, Manufacturing, Institutional and Park-Recreational Districts: capacity of the SES shall not exceed over 110% of the electricity needs of the property. Property Owner shall furnish applicable data.

3. Solar Farm: capacity of the SES less than 100 MW.

(b) Height: SES must meet the following height requirements:
1. Roof mounted SES shall not exceed the maximum allowed height in any zoning district, unless the system extends less than one foot from the surface from which it is directly attached or if the roof pitch is 2/12 or less then the system shall not extend more than 6 feet.

2. Ground or pole mounted SES shall not exceed 15 feet in height when oriented at maximum tilt.

(c) Setback(s):
1. Roof mounted SES In addition to the structure setback, the collector surface and mounting devices shall not extend beyond the exterior perimeter of the building on which the system is mounted or built.

2. Ground or pole mounted SES Ground or pole mounted SES may not extend into the required yard setbacks for the District when oriented at minimum design tilt.

(d) Location:
1. Shall not be located in the 100-year floodplain.

2. Shall not be located in a designated wetland.

(e) Coverage: Roof mounted SES, excluding building-integrated systems, shall plan for adequate roof access for fire-fighting purposes to the south-facing or flat roof upon which the panels are mounted.

(f) Grades: the area of the SES shall not be artificially elevated to bring fill as to elevate the SES area higher than the existing grades of the property.

(g) Visibility: SES shall be designed to blend into the architecture of the building to the extent such provisions do not diminish solar production or increase costs, consistent with Wis. Stats., 66.0401.

(h) Reflectors: All SES using a reflector to enhance solar production shall minimize reflected light from the reflector affecting adjacent or nearby properties. Measures to minimize reflected light include selective placement of the system, screening on the north side of the solar collector, modifying the orientation of the system, reducing use of the reflector system, or other remedies that limit reflected light.

(i) Historic Buildings: SES on buildings within HO Historical Overlay District adopted under this Ordinance or on locally designated historic buildings (exclusive of State or Federal historic designation) must receive approval from the Advisory Historical Preservation Commission, consistent with the standards for SES on historically designated buildings published by the U.S. Department of Interior.

(j) Other standards and codes: All commercial use SES shall be in compliance with all applicable local, state and federal regulatory codes, including the State of Wisconsin Uniform Building Code, as amended; and the National Electric Code, and if necessary the Wisconsin State Plumbing Code; as amended.

1. All roof mounted and/or integrated SES shall only be permitted if it determined the additional weight, infrastructure, and/or modifications will not
compromise the structural integrity of the building.

(k) Wires: All electrical wires associated with a ground mounted solar energy system, other than wires necessary to connect the solar energy system to the tower wiring, the tower wiring to the disconnect junction box, and the grounding wires, must be located underground.

(l) Noise: All converters and inverters shall be located away from adjacent residences.

(m) Good Repair: An owner shall construct, operate, repair, maintain and replace solar energy system facilities as needed to keep the solar energy system in good repair and operating condition in a manner that protects the public health, safety, and welfare of the community.

(n) Utility Notification: All on-grid SES shall comply with the interconnection requirements of the electric utility.

12.40 CONDITIONAL USE

(a) Minimum lot size and frontage: 10 acres with 300 feet on a public street.

(b) Minimum setbacks: as measured from the foundation of any associated system building, the outer edge of battery storage system, convertor or inverter or from the solar collector extended at full tilt parallel to the ground:

1. Street yard - not less than 65 feet from the right-of-way of all Federal, State, and County Trunk highways and not less than 40 feet from the right-of-way of all other roads
2. Side yard – not less than 50 feet from the property boundary lines of non-participating landowners and 100 feet from any adjacent landowner dwelling unit.
3. Shore yard – not less than 75 feet
4. For adjoining participating landowners, the setback requirement may be established pursuant to mutual agreement between Solar Farm Owner and participating property owners.

(c) Maximum height for solar collectors: 15 feet in height when oriented at maximum tilt.

(d) Shall not be located within the 100-year floodplain.

(e) Shall not be located within a designated wetland.

(f) Any buildings associated with the Solar Farm shall meet the building requirements specified in the underlying zoning district related to building size and height.

(g) Any Solar Farm that is on-grid shall comply with the Public Service Commission of Wisconsin's Rule 119, Rules for Interconnecting Distributed Generation Facilities.

(h) Agreement Exhibits: The following exhibits shall be submitted:
1. Proposed Site Plan: Exhibit A is the proposed plan for above-ground facilities of the Solar Farm.
2. Proposed Haul Route: Exhibit B is a map depicting proposed Solar Farm equipment Haul Routes.
3. Construction Schedule: Exhibit C is the proposed Construction Schedule.
6. Decommissioning Plan: Exhibit F is the Decommissioning Plan.

(i) Archeology: Shall conduct an Archeological Site Assessment with review by the Wisconsin State Historical Preservation Office.

(j) Fencing: Other than the fencing directly surrounding the Solar Farm substation, O&M and BESS the Solar Farm’s perimeter fencing shall consist of “deer fencing” (wire mesh), which can be described in greater detail as a six (6) to ten (10) foot in height woven wire partition with posts. Fences will be set within/inside property lines or rights-of-way edges unless otherwise requested from the landowner.

1. Installed fencing shall be adequately maintained at all times during the Solar Farm operation. The depths of the fence posts shall be installed per prudent engineering practice based on the height of the fence and the type and slope of the terrain. Impairments to either the woven wire or wooden posts shall be remedied within two weeks of written notification from the Department. “Leaning” of the fence shall not be allowed to exceed plus or minus 10 degrees of perpendicular. In the event leaning or tilting of the fence does occur, it will be corrected back to perpendicular within two weeks of receiving written notice on the issue.

(k) Visual Considerations: The Solar Farm shall not be used for any type of advertising. The Solar Farm may erect and maintain a single Solar Farm identification sign subject to sign requirements of section 12.14. The Solar Farm shall be minimally lighted so as not to disturb neighboring properties. Necessary lighting to provide safety and security of facilities shall meet the lighting requirements of Chapter 12.18.8-1, Municipal Code of Kenosha County. Solar Farm Owner will provide the County with a description of permanent Solar Farm lighting plans when available.

(l) Drain Tile: Solar Farm Owner shall contract with an experienced and qualified regional drain tile contractor to gather information concerning participating landowner drain tile, avoid said tile where commercially reasonable, and mitigate the landowner and non-participating landowners’ drainage issues where significant impact is expected as a result of drain tile alteration. The Solar Farm Owner agrees to discuss and address identified drain tile concerns at the post-construction meeting to finalize remedies to known drainage issues on either participating or non-participating property. Solar Farm Owner shall receive, investigate, and remedy drain tile issues due to the Solar Farm that arise subsequent to the post-construction meeting pursuant to the Drain Tile Management Plan attached hereto as Exhibit E.

1. If drainage infrastructure or systems are damaged by the Solar Farm and the result is reduced drainage performance that adversely affects non-participating landowners, Solar Farm Owner shall restore the drainage infrastructure or system to pre-existing condition or better in accordance with the Drain Tile Management Plan.
Plan attached as Exhibit E. Pre-existing condition shall mean the flow capacity existing immediately prior to the Solar Farm commencing construction. If previous flow capacity cannot be determined, Solar Farm Owner and landowners agree to negotiate an adequate solution in good faith. Solar Farm Owner is responsible for all expenses related to repairs, restoration, relocations, reconfigurations and replacements of drainage infrastructure and systems that are damaged by the Solar Farm as provided in Exhibit E. The intent of this Section is to make landowners whole where drainage infrastructure or systems are damaged by the Solar Farm. For example, and without limitation due to enumeration, if damage to drainage infrastructure or systems is caused by the Solar Farm on a participating property ("Solar Farm-related Damage"), and the Solar Farm-related Damage causes damages to non-participating property owners upstream of the Solar Farm-related Damage, including crop loss and/or blowout damage to the drain tile system on the non-participating owner’s property, Solar Farm Owner shall reasonably compensate the non-participating owner for crop loss and for repairs to the non-participating property owner’s drain tile system. Solar Farm Owner agrees to cooperate with non-participating landowners as outlined in Exhibit E that desire to repair or replace drainage tile affecting their properties to the extent that such work does not interfere with the Solar Farm or its related facilities. Solar Farm Owner will not unreasonably withhold approval for access to the Property that lies outside of any fenced solar collector area, to the extent participating property owners also agree to such access.

2. For purposes of this agreement, participating landowner or property owner shall mean a property owner who has signed a solar lease and easement agreement, collection easement, or purchase option for the use of his or her property for solar generation, construction access, and/or placement of facilities associated with the Solar Farm. Non-participating landowner or property owner shall mean a property owner who is not a participating landowner. A solar lease and easement agreement does not include a good neighbor agreement.

(m) Stormwater Management and Erosion Control: Solar Farm Owner shall ensure compliance with Chapter 17, Municipal Code of Kenosha County, on stormwater management and shall ensure that a plan for compliance with said chapter is presented at the pre-construction meeting. Solar Farm Owner will comply with stormwater and erosion control requirements imposed by the Wisconsin Department of Natural Resources (WDNR).

(n) Ground cover and buffer areas: The following provisions shall be met related to the clearing of existing vegetation and establishment of vegetated ground cover. Additional requirements and standards may apply as required by the Department and/or Planning, Development and Extension Education Committee (PDEEC).

1. Large-scale removal of mature trees on the site is discouraged. The Department may set additional restrictions on tree clearing or require mitigation for cleared trees.
2. To the greatest extent possible, the topsoil shall not be removed during development, unless part of a remediation effort.
3. Soils shall be planted and maintained for the duration of operation in perennial vegetation to prevent erosion, manage run off, and improve soil.
4. Seeds should include a mix of grasses and wildflowers (pollinator habitat), exclusively native to the region of the solar Farm site that, which will result in a
short stature prairie with a diversity of forbs or flowering plants that bloom throughout the growing season. Blooming shrubs may be used in buffer areas as appropriate for visual screening.

5. Seed mixes and maintenance practices shall be consistent with those recommendations made by the Department and/or Wisconsin DNR.

6. The applicant shall submit a financial guarantee in the form of a letter of credit, cash deposit or bond in favor of the Community equal to one hundred twenty-five (125) percent of the costs to meet the ground cover and buffer area standard. The financial guarantee shall remain in effect until vegetation is 75% established.

7. Solar Farm Owner shall contact every owner of residential property immediately adjacent to solar collector and discuss in good faith a reasonable, strategically-located visual buffer of plants that, upon mutual agreement, shall be installed at Solar Farm Owner’s expense prior to the completion of construction of the Solar Farm. Where the Solar Farm Owner and the adjacent property owner are unable to agree on the type of visual buffer and the adjacent property owner makes a request in writing to Solar Farm Owner to provide a visual buffer, the Solar Farm owner shall install a vegetative buffer on the Solar Farm site equal to the length of the non-participating residence and designed to achieve at least 50% opacity at ground level within 5 years. Proposals and plans for vegetative buffers will be finalized in writing by the pre-construction meeting with the Department.

8. Solar Farm Owner shall submit a vegetative buffer plan for a visual barrier along all roadways subject to approval by the Department.

(o) Road Use: The Solar Farm Owner and its successors, assigns, contractors, agents and representatives may use public roads as part of the construction, operation, maintenance and repair of the Solar Farm. The Solar Farm Owner acknowledge that in connection with construction, operation and maintenance of electric collection lines, communications cables and other equipment, that Solar Farm facilities may cross road rights-of-way and/or drainage systems. The Solar Farm Owner agrees that it shall seek and obtain all permits typically required of others, such as driveway permits and rights-of-way crossing permits. It is agreed that all road rights-of-way crossing shall be by underground borings perpendicular to the right-of-way, plus or minus 30 degrees. All underground borings shall commence and terminate outside of the road right-of-way.

1. The Solar Farm Owner further agrees that the construction process may cause wear, tear, and damage to the roads identified to be used, including the Haul Roads. The Solar Farm Owner agrees, in lieu of seeking repair, restoration, or reconstruction of these roads following the completion of the Solar Farm’s construction, that the Solar Farm Owner shall provide the County compensation in the form of a lump sum payment in an amount to be determined by Solar Farm Owner’s qualified third party engineer, based on pre-construction and post-construction road condition analysis’s following general industry best practices, for the repair or reconstruction of the impacted roads. Pre-construction and post-construction analysis shall include review of the surface and subsurface of the road. The Solar Farm Owner’s qualified third-party engineer shall be selected from a list of Kenosha County certified engineering consultants. The County shall provide the list of County certified engineering consultants at the request of the Solar Farm Owner. If the County elects to forego the lump sum payment, the Solar Farm Owner agree they may also utilize a contractor chosen and managed by the developer to complete necessary road repairs. All road repairs shall be inspected
and approved by the County superintendent to ensure that the repair meets County standards. The extent of such repair will be negotiated at the post-construction meeting and will be based on the road condition analysis of the third-party engineer. The County shall relieve the Solar Farm Owner of any other repair or reconstruction obligations or responsibilities upon receipt of such payment. The County shall determine, at its sole discretion, how to utilize those funds for the repair of the impacted roads after their use for construction traffic for the Solar Farm ends. The Solar Farm Owner shall negotiate in good faith a similar road use provision related to decommissioning, expansion or repowering of the Solar Farm.

2. Throughout the construction of the Solar Farm, the Solar Farm Owner shall work cooperatively to maintain public road infrastructure in a safe condition for passage by the public. During the ongoing construction of the Solar Farm, Solar Farm Owner, at its expense, shall repair any significant damage that jeopardizes the safety of the travelling public. The County superintendent shall continuously monitor County roads and shall notify the Solar Farm Owner of damages that presents safety concerns to the travelling public and shall require the Solar Farm Owner to carry out the necessary repair to mitigate the unsafe road condition. In the event a unsafe road condition exists that presents a safety hazard to the public use of the road and is not promptly repaired by Solar Farm Owner within one week after receipt of notice of the unsafe condition, the County may make emergency road repairs, or order emergency road repairs to be performed by qualified contractors, and Solar Farm Owner will promptly reimburse the County for reasonable emergency road repairs.

3. Solar Farm Owner shall be responsible for addressing applicable road use issues with other entities to the extent they have jurisdiction over roads to be used for the Solar Farm.

(p) Foundations: A qualified engineer shall certify, by sealed stamped and signed plans that the foundation and design of the solar panels racking and support is within accepted professional standards, given local soil and climate conditions.

(q) Power and communication lines: Power and communication lines running between banks of solar panels and to nearby electric substations or interconnections with buildings shall be buried underground. Exemptions may be granted by the Department in instances where shallow bedrock, water courses, or other elements of the natural landscape interfere with the ability to bury lines, or distance makes undergrounding infeasible, at the discretion of the Department as shown by adequate soil borings.

(r) Agricultural Protection: Commercial use SES must comply with site assessment or soil identification standards that are intended to protect agricultural soils.

(s) Aviation Protection: For Solar Farms located within 1,000 feet of an airport or within approach zones of an airport or landing strip, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Solar Farms on Federally Obligated Airports, or most recent version adopted by the FAA.
(t) Decommissioning: Solar Farm Owner shall implement the Decommissioning Plan attached as Exhibit F to this Agreement upon permanent cessation of the commercial operation of the Solar Farm. For the purposes of this Agreement, permanent cessation of the commercial operation of the solar Farm shall mean that the entire Solar Farm has ceased commercial operation for a consecutive period of twelve (12) months for reasons other than a force majeure event. The Solar Farm shall be deemed to be in commercial operation if the Solar Farm is under active construction activities including but not limited to construction activities in connection with Solar Farm-wide replacements or upgrades.

1. The Solar Farm Owner acknowledge that the Decommissioning Plan shall be submitted that includes a detailed Decommissioning Cost Analysis and will provide such a plan to the County when the analysis is available. The Solar Farm Owner agrees that the Decommissioning Plan shall require Solar Farm Owner to, at a minimum:

2. Notify the Department when permanent cessation has been determined.
3. Remove, at its expense, all Solar Farm components including but not limited to solar collectors and associated facilities to a depth of 4 feet and properly dismantle all components that shall be disposed of at a licensed solid waste disposal facility and/or otherwise in a manner consistent with federal, state, and local regulations;
4. Restore the land to a condition reasonably similar to pre-existing conditions, including de-compacting areas where solar Farm access roads were installed and any other areas of substantial soil compaction. The Solar Farm's Access Roads can remain in place if requested by the property owner.
5. Prior to the issuance of a zoning permit, the Solar Farm owner shall post a commercially reasonable financial assurance (bond, letter of credit) in the amount of the difference between the reasonably estimated costs of decommissioning the Solar Farm and the reasonably estimated salvage value of the Solar Farm improvements, as determined by a qualified engineer. The costs of this determination are to be paid by the Solar Farm Owner. The need for and amount of the financial assurance shall be reviewed by a qualified engineer, and if applicable, updated approximately every 5 years.
6. All solar equipment shall be decommissioned and disposed of in accordance with State, Federal and local regulations.

(u) Replacement of Lost Property Tax Revenue: Properties hosting qualifying utility generating facilities under Chapter 76 Wis. Stats. and approved by the PSCW are removed from the local property tax roll. Solar Farm Owner will establish a program (the “Lost Revenue Program”) to reimburse the local school districts for lost revenue following completion of the Solar Farm, when the specific, qualified utility properties are identified. The Lost Revenue Program will calculate the amount of lost revenue based on local tax rates for the land at the time the Solar Farm is placed in service. Payment amount for each taxing authority will be increased annually by Two Percent (2%). Solar Farm Owner will execute the Lost Revenue Program only to the extent the amount promised is recoverable by the Solar Farm Owner through approval by the PSCW of rates under Wis. Stat. 196.20. The Solar Farm Owner’s obligation to make such payments shall be suspended if the State adopts or implements a new mechanism to replace the Utility Aid Shared Revenue payments, to the extent that the new payment system provides payments equal or greater than the payments provided herein. In such case of
suspending payments, the Solar Farm Owner’s payment obligations as set forth herein will only be reinstated if such new payment system is eliminated by the Legislature.

(v) Insurance

1. For Individual Use Solar Energy Systems
   a. Owner
      1) At all times during construction and operation, the owner shall maintain a current liability policy covering bodily injury and property damage in the form of a homeowners or other applicable policy providing liability coverage as approved by Kenosha County
      a. With the exception of homeowners coverage shall include:
         1. Commercial General Liability - $1,000,000 per occurrence; $2,000,000 general aggregate; $1,000,000 personal and advertising injury; $2,000,000 products-completed operations aggregate; $10,000 medical expense
         2. Coverage shall list Kenosha County as Additional Insured
         3. Coverage shall be primary and non-contributory to the insurance of Kenosha County
         4. Coverage shall provide a Waiver of Subrogation in favor of Kenosha County
   b. Contractor
      1) At all times during construction and/or maintenance, contractor and any subcontractor shall maintain insurance policies with the following listed minimum insurance coverages and minimum limits of liability from insurers licensed to do business in the State of Wisconsin and having at least an A.M. Best rating of A-
      2) Commercial General Liability - $1,000,000 per occurrence; $2,000,000 general aggregate (on a per project basis); $1,000,000 personal and advertising injury; $2,000,000 products-completed operations aggregate; $10,000 medical expense
         a. Coverage shall list the Owner and Kenosha County as Additional Insured
         b. Coverage shall be primary and non-contributory to the insurance of Owner and Kenosha County
         c. Coverage shall provide a Waiver of Subrogation in favor of Owner and Kenosha County
         d. The products-completed operations coverage shall be maintained for the combined period of the limitation and repose statutes of the State of Wisconsin
         e. Policies may not contain any residential exclusions or limitations on height of work
      3) Automobile Liability - $1,000,000 Combined Single Limit
         a. Coverage shall list the Owner and Kenosha County as Additional Insured
4) Workers Compensation & Employers Liability – Workers Compensation as required by the State of Wisconsin Statute. $1,000,000 employers liability for each bodily injury by accident, bodily injury by disease and annual aggregate
   a) Coverage shall provide a Waiver of Subrogation in favor of Owner and Kenosha County
5) Umbrella/Excess Liability - $5,000,000 each occurrence; $5,000,000 annual aggregate; $5,000,000 completed operations aggregate
   a) The policy shall follow form to the Employers Liability, Commercial General Liability and Commercial Auto Liability policies
6) Pollution Liability – $1,000,000 per claim and $1,000,000 annual aggregate
   a) Coverage shall list the Owner and Kenosha County as Additional Insureds
7) Professional Liability - If architectural or engineering services are being performed by Contractor or Subcontractor coverage shall include limits of at least $1,000,000 per claim and $1,000,000 annual aggregate
8) Unmanned Aircraft/Drone Liability – If drone is used with respect to construction and/or maintenance of the system coverage shall include a limit of at least $1,000,000

2. For Solar Farms
   a. Owner
      1) At all times during construction and operation owner shall maintain Commercial General Liability - $1,000,000 per occurrence; $2,000,000 general aggregate; $1,000,000 personal and advertising injury; $2,000,000 products-completed operations aggregate; $10,000 medical expense
      2) Coverage shall list Kenosha County as Additional Insured
      3) Coverage shall be primary and non-contributory to the insurance of Kenosha County
      4) Coverage shall provide a Waiver of Subrogation in favor of Kenosha County
   b. Umbrella/Excess Liability - $1,000,000 each occurrence; $1,000,000 annual aggregate; $1,000,000 completed operations aggregate
      1) The policy shall follow form to the Commercial General Liability policy

3. Contractor
   a. At all times during construction and/or maintenance contractor and any subcontractor shall maintain insurance policies with the following listed minimum insurance coverages and minimum limits of liability from insurers licensed to do business in the State of Wisconsin and having at least an A.M. Best rating of A-
      1) Commercial General Liability - $1,000,000 per occurrence; $2,000,000 general aggregate (on a per project basis); $1,000,000
personal and advertising injury; $2,000,000 products-completed operations aggregate; $10,000 medical expense

a) Coverage shall list the Owner and Kenosha County as Additional Insureds
b) Coverage shall be primary and non-contributory to the insurance of Owner and Kenosha County
c) Coverage shall provide a Waiver of Subrogation in favor of Owner and Kenosha County
d) The products-completed operations coverage shall be maintained for the combined period of the limitation and repose statutes of the State of Wisconsin

2) Automobile Liability - $1,000,000 Combined Single Limit

a) Coverage shall list the Owner and Kenosha County as Additional Insureds

3) Workers Compensation & Employers Liability – Workers Compensation as required by the State of Wisconsin Statute.

$1,000,000 employers liability for each bodily injury by accident, bodily injury by disease and annual aggregate

a) Coverage shall provide a Waiver of Subrogation in favor of Owner and Kenosha County

4) Umbrella/Excess Liability - $10,000,000 each occurrence; $10,000,000 annual aggregate; $10,000,000 completed operations aggregate

a) The policy shall follow form to the Employers Liability, Commercial General Liability and Commercial Auto Liability policies

5) Pollution Liability – $2,000,000 per claim and $2,000,000 annual aggregate

a) Coverage shall list the Owner and Kenosha County as Additional Insureds

6) Professional Liability - If architectural or engineering services are being performed by Contractor or Subcontractor coverage shall include limits of at least $2,000,000 per claim and $2,000,000 annual aggregate

7) Unmanned Aircraft/Drone Liability – If drone is used with respect to construction and/or maintenance of the system coverage shall include a limit of at least $1,000,000

(w) Limitations upon authority: The Department review and action in the matter shall be subject to the limitations imposed by 66.0401, Wis. Stats. In the event the applicant believes the County has exceeded its authority in this regard, the applicant shall notify the County, and the Town may reconsider the matter. In that event, the applicable permit authority of the County may modify the requirements of this section as applied to that application, on a case-by-case basis if, and only to the extent, such modification is necessary to ensure that applicable laws are followed. This section is intended to allow case-by-case consideration of the standards of § 66.0401(1m), Wis. Stats., as needed.
12.31.010 A-1 agricultural preservation district.
(d) Conditional Uses (see also section 12.40.080) (8/6/02).

1. Air strips, landing fields and hangars for personal or agricultural related uses
2. Community living arrangements having 9 but not more than 15 persons and in conformance with all state statutory requirements
3. Concrete and asphalt batch plants temporarily located on a parcel
4. Event Barns
5. Gas and electric utility uses not requiring authorization under Wisconsin Statutes, section 196.491(3)
6. Housing for farm laborers or caretakers
7. Housing for seasonal or migratory farm workers
8. Kennels (Commercial or noncommercial)
9. A second single-family farm related residential dwelling
10. Large wind energy system

11. Solar Farm

12. Storage of recreational vehicles, boats or snowmobiles

13. Utility substation

14. Bed and breakfast establishments (8/9/94)
15. Riding stables and indoor riding arenas (public)

16. Borrow pits (temporary); stockpiling or filling of clean fill materials

12.31.020 A-2 general agricultural district.
(d) Conditional Uses (see also section 12.40.080) (8/6/02)

1. Air strips, landing fields and hangars for personal or agricultural related uses
2. Assemblies over 5000 or more individuals
3. Community living arrangements having 9 but not more than 15 persons and in conformance with all state statutory requirements
4. Concrete and asphalt batch plant temporarily located on a parcel
5. Event Barns
6. Housing for farm laborers or caretakers
7. Kennels (commercial or noncommercial)
8. Large wind energy system
9. Storage of recreational vehicles, boats and snowmobiles
10. Utility substations
11. Bed and breakfast establishments (8/9/94)
12. Borrow pits (temporary); stockpiling or filling of clean fill materials
13. Riding stables and indoor riding arenas (public)
14. Solar Farm

12.31.040 A-4 agricultural land holding district.
(d) Conditional Uses (see also section 12.40.080).

1. Air strips, landing fields and hangars for personal or agricultural related uses
2. Bed and breakfast establishments (8/9/94)
3. Borrow pits (temporary) stockpiling or filling of clean fill materials (8/6/02)
24. Community living arrangements having 9 but not more than 15 persons and in conformance with all state statutory requirements
35. Concrete and asphalt batch plants temporarily located on a parcel
46. Gas and electric utility uses not requiring authorization under Wisconsin Statutes, section 196.491(3)

57. Housing for farm laborers or caretakers (8/6/02)

68. Housing for seasonal or migratory farm workers

9. Large wind energy systems

710. A second single-family farm related residential dwelling

11. Solar Farm

812. Storage of recreational vehicles, boats or snowmobiles

913. Utility substation

10. Large wind energy systems

11. Bed and breakfast establishments (8/9/94)

12. Borrow pits (temporary); stockpiling or filling of clean fill materials (8/6/02)

4314. Riding stables and indoor arenas (public) (8/6/02)

12.35.010 I-1 institutional district.

(d) Conditional Uses (see also section 12.40.080) (8/6/02).

1. Airport, heliport pads, aircraft hangars for storage and equipment maintenance; aircraft sales and service.

2. Bus terminals

3. Cemeteries

4. Large wind energy system

5. Penal, reform, disciplinary and mental institutions

6. Power and heat generating plants

7. Railroad depots
8. Solar Farm

89. School auditoriums, gymnasiums and stadiums

910. Utility substations

4011. Water storage tanks and towers and radio and television transmitting and receiving towers, microwave relay stations
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 **November 9, 2022** 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. **James & Joni Roth**, 145 296th Ave., Kansasville, WI 53139 (Owner), James Roth, 145 296th Ave., Kansasville, WI 53139 (Agent), 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 “General Agricultural & Open Land”, “Rural-Density Residential” & “Non-Farmed Wetland” on Tax Parcel #30-4-220-052-0125, located in the NW ¼ of Section 5, T2N, R20E, Town of **Brighton**.

2. **James & Joni Roth**, 145 296th Ave., Kansasville, WI 53139 (Owner), James Roth, 145 296th Ave., Kansasville, WI 53139 (Agent), requesting a **re zoning** from A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., R-1 Rural Residential Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #30-4-220-052-0125, located in the NW ¼ of Section 5, T2N, R20E, Town of **Brighton**.

3. **James & Joni Roth**, 145 296th Ave., Kansasville, WI 53139 (Owner), James Roth, 145 296th Ave., Kansasville, WI 53139 (Agent), requesting a **Certified Survey Map** on Tax Parcel #30-4-220-052-0125, located in the NW ¼ of Section 5, T2N, R20E, Town of **Brighton**.

4. **Review and Possible Approval** of an Ordinance Regarding Proposed amendment to the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance in accordance with Section 59.694(2) (a) of the Wisconsin State Statutes to revise the minimum parcel area and with requirements within the A-4 Agricultural Land Holding District.

5. **Delayed Request of Daniel H. & Julie P. Robers**, 333 Dardis Dr., Burlington, WI 53105 (Owner), Meyer Material Co. dba Lafarge Aggregates Illinois, Inc., 1300 S. Illinois Route 31, South Elgin, IL 60177 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from “Farmland Protection” and “Isolated Natural Resource Area” to “Extractive”, “Farmland Protection” and “Isolated Natural Resource Area” on Tax Parcel #95-4-219-291-0100, located in the NE ¼ of Section 29, T2N, R19E, Town of **Wheatland**.

7. **Delayed Request of Meyer Material Co. dba Lafarge Aggregates Illinois, Inc., 1300 S. Illinois Route 31, South Elgin, IL 60177 (Lessee), Daniel H. & Julie P. Robers, 333 Dardis Dr., Burlington, WI 53105 (Lessor), requesting an amendment of a **Conditional Use Permit** (originally approved on March 13, 1996) to allow an expansion of a gravel pit in the M-3 Mineral Extraction Dist. on Tax Parcel #95-4-219-291-0100, located in the NE ¼ of Section 29, T2N, R19E, Town of **Wheatland**.

8. **Tabled Request of Kendall Developments Inc, PO Box 37, Spring Grove, IL 60081 (Owner), Kenneth Kendall, PO Box 37, Spring Grove, IL 60081 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Agricultural and Rural-Density Residential” and “Non-Farmed Wetland” to “Agricultural and Rural-Density Residential”, “Suburban-Density Residential” and “Non-Farmed Wetland” on Tax Parcel #60-4-119-343-0231, located in the SW ¼ of Section 34, T1N, R19E, Town of **Randall**.

9. **Tabled Request of Kendall Developments Inc, PO Box 37, Spring Grove, IL 60081 (Owner), Kenneth Kendall, PO Box 37, Spring Grove, IL 60081 (Agent), requesting a rezoning from A-1 Agricultural Preservation Dist., R-1 Rural Residential Dist. & C-2 Upland Resource Conservancy Dist. to A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #60-4-119-343-0231, located in the SW ¼ of Section 34, T1N, R19E, Town of **Randall**.

10. **Tabled Request of Kendall Developments Inc, PO Box 37, Spring Grove, IL 60081 (Owner), Kenneth Kendall, PO Box 37, Spring Grove, IL 60081 (Agent), requesting a Preliminary Plat of Orchard Hill Estates on Tax Parcel #60-4-119-343-0231, located in the SW ¼ of Section 34, T1N, R19E, Town of **Randall**.

11. Approval of Minutes

12. Citizens Comments

13. Any Other Business Allowed by Law

14. Adjournment

Sincerely,

ANDY M. BUEHLER, Director
Division of Planning & Development

AMB:BF:aw