NOTICE IS HEREBY GIVEN the Organizational Meeting of the Kenosha County Board of Supervisors will be held on Tuesday, 1st day of November, 2022, immediately following the Public Hearing, 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. Roll Call Of Supervisors
C. Citizen Comments

Documents:

GUIDELINES FOR CITIZEN COMMENTS FOR COUNTY BOARD AND COMMITTEE MEETINGS.PDF

D. Announcements Of The Chairperson
E. Supervisor Reports
F. OLD BUSINESS

Ordinance - Second 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:

ORD ZO AMNDMNT SOLAR ENERGY SYSTEMS FINAL 10-2022.PDF
G. NEW BUSINESS

Resolution - One Reading

47. From The Judiciary & Law Enforcement & Finance/Administration Committees - A Resolution To Approve The Appointment Of Mr. Jeffery Swanson To The Kenosha County Civil Service Commission

Documents:

SWANSON CIVIL SERVICE COMM 2022.PDF

H. CLAIMS

15. Jessica Gorczyca - Vehicle Damage

Documents:

GORCZYCA.PDF

I. Approval Of The October 18, 2022, Minutes By Supervisor Karow

J. Adjourn Sine Die
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

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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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.
Ordinance – Solar Energy Systems Ordinance Amendment
Page 2

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 to 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 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 drain 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 and 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.
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.

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
suspension of 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 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 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
            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 Insureds
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)**
4. Community living arrangements having 9 but not more than 15 persons and in conformance with all state statutory requirements
5. 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-eSecond 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
WHEREAS, pursuant to County Executive Appointment 2022/23-14, the County Executive has appointed Jeffrey Swanson to serve on the Kenosha County Civil Service Commission; and

WHEREAS, the Judiciary & Law Enforcement and Finance/Administration Committees of the Kenosha County Board of Supervisors have reviewed the request of the County Executive for confirmation of the above-named to serve on the Kenosha County Civil Service Commission and are 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 Jeffrey Swanson to the Kenosha County Civil Service Commission. Mr. Swanson’s appointment shall be effective immediately and shall continue until the 31st day of December 2023, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mr. Swanson will serve without pay but will receive a per diem. He will be succeeding Mr. James Hawkins.
### JUDICIARY & LAW ENFORCEMENT COMMITTEE

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<td>Zuri Rodriguez, Chairman</td>
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<td>Laura Belsky, 2nd Vice Chair</td>
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### FINANCE & ADMINISTRATION COMMITTEE

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<td>Terry Rose, Chairman</td>
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ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2022/23-14

RE: KENOSHA COUNTY CIVIL SERVICE COMMISSION

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Mr. Jeffrey Swanson
Twin Lakes, WI 53181

to serve on the Kenosha County Civil Service Commission beginning immediately upon confirmation of the County Board and continuing until the 31st day of December, 2023 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Swanson will serve without pay, but will receive a per diem. Mr. Swanson will fulfill the term vacated by Mr. James Hawkins, who has retired from the position.

Respectfully submitted this 9th day of September, 2022.

Samantha Kerkman
Kenosha County Executive
COI-INTY
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

APPOINMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

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

Name: Jeffrey T Swanson
First
Middle Initial (optional)
Last

*Residence Address: [Redacted]

Occupation: JFC Group LLC EVP Sales
Company
Title

*Business Address: [Redacted]

*Telephone Number: Residence [Redacted] *Business [Redacted]

*Daytime Telephone Number: [Redacted]

*EmailAddress: [Redacted]

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

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.

If appointed to the Civil Service Commission I will bring years of public sector personnel experience that include recruitment, hiring, promotion review and overall retention of employees. Through my work on current boards, in both the private and public sector, I have developed the skill set of working with groups of people from different backgrounds that all bring different skills and views onto the commission.

Revised 7-1-2021
Additional Information:

As a long time resident of Kenosha County the possibility of working with our Sheriff's Department and their employees is a honor and I appreciate the opportunity to work with a division of our local government that impacts all residents of Kenosha daily.

Nominee’s Supervisory District: District 21 - Mark Nordigian

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.

Lake Land Little League - Coach, St. Johns Parish - Council Member, Burlington Girls Softball League - Coach and Board member, Wilmot Junior Panthers Volleyball - Coach

Governmental Services: List services with any governmental unit.

Randall Consolidated School JT1 - Board of Education Member

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

09/06/2022
Date

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

Revised 7-1-2021
CLAIM AGAINST KENOSHA COUNTY

FEEL NAME: Jessica Gonczynek
ADDRESS: 14122 221st Ave.
BRISTOL, WI 53104
PHONE NUMBER: Home: 262-537-4709
DATE & TIME OF ACCIDENT OR LOSS: Aug 23, 2022
LOCATION OF ACCIDENT: KCDC INPOUND
DESCRIPTION OF ACCIDENT OR LOSS: Surates from front of Riverside panel to rear side

WITNESS: Richard Morgan
ADDRESS: 12144 221st Ave.
BRISTOL, WI 53104
PHONE: 262-537-4709

AMOUNT OF CLAIM (damages): $2303.52

RETURN THIS FORM TO: KENOSHA COUNTY CLERK
1010 - 56th Street
KENOSHA WI 53140

RECEIVED: Oct 19, 2022

REGI WALIGORA
COUNTY CLERK