

**COUNTY OF RACINE
FINANCE & HUMAN RESOURCES COMMITTEE**

Supervisor Don Trotter, Chairman
Supervisor Robert Miller, Vice Chairman
Supervisor Jody Spencer, Secretary
Supervisor Renee Kelly
Supervisor Brett Nielsen

Supervisor John Wisch
Supervisor Jason Eckman
Madhura Patil, Youth in Governance Representative
Juliana Aburto, Youth in Governance Representative

The public may also access this meeting by: Browsing to this web address on a computer or smartphone:
<https://racinecounty.webex.com/racinecounty/j.php?MTID=mec3df5f51e264c4436eb8293e450f251>

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Access code: 2491 004 6275

NOTICE OF MEETING OF THE
FINANCE AND HUMAN RESOURCES COMMITTEE

DATE: THURSDAY OCTOBER 24, 2024

TIME: 5:00 p.m.

**PLACE: PETER L. HANSEN COUNTY BOARD CHAMBERS
IVES GROVE
14200 WASHINGTON AVENUE
STURTEVANT, WISCONSIN 53177**

1. Convene Meeting
2. Chairman Comments – Youth in Governance/Comments
3. Public Comments
4. Approval of Minutes from the October 17, 2024, committee meeting – Action of the Committee only.
5. Initial Budget Discussion – No Action Item
6. Finance Department – Gwen Zimmer – Authorizing amendments to the 2025 Racine County Executive Budget and adopting the budget as amended – 2024 – Resolution – Requested action: 1st Reading at the October 24, 2024, County Board Meeting.

7. Finance Department – Gwen Zimmer with staff from PFM – Authorizing the Issuance and establishing parameters for the sale of not to exceed \$15,500,000 General Obligation Promissory Notes Series 2025A – 2024 – Resolution – Action Requested: 1st Reading at the October 24, 2024, County Board Meeting.
8. Finance Department – Gwen Zimmer with staff from PFM – Authorizing the Issuance and establishing parameters for the sale of not to exceed \$17,110,000 General Obligation Promissory Notes Series 2024C – 2024 – Resolution – Action Requested: 1st Reading at the October 24, 2024, County Board Meeting.
9. Corporation Counsel – Michael Lanzdorf – Ordinance by the Racine County Finance and Human Resources Committee Amending the Racine Code of Ordinances – Chapter 2, Article V, Division 2 – Departments, for changes in the 2025 Budget – 2024 – Ordinance – Action Requested: 1st Reading at the October 24, 2024, County Board Meeting.
10. Finance Department – Gwen Zimmer – Setting a tax levy for 2024 to be collected in 2025 – 2024 – Resolution – Requested action: 1st Reading at the November 4, 2024, County Board Meeting.
11. County Treasurer – Jeff Latus – Bid offers for several In Rem properties through the Racine County Treasurer’s over-the-counter sale- Action of Committee Only.
12. Public Works and Development Services – Roley Behm – Authorizing the leasing of four county owned parcels of land for farming purposes for the years 2025 – 2028 – 2024 – Resolution – Requested action: 1st Reading at the November 4, 2024, County Board Meeting.
13. Communication & Report Referrals from County Board Meeting:

a. Bankruptcy items:

Type of Action:	Person/Persons
Chapter 13 Notice of Case	Randi Paddock; Caitlin Freitag; Tyler Freitag; Sherri Paltan; Lahyrah Venzant; Janay A’Brian Curtis;
Chapter 13 Order of Discharge	Arlin Crandall; Kelly Crandall; Frank Allesxandro III, Grace Allesxandro; Jeffrey Gilanyi; Troy Hickman Sr; Teresa Bruno;
Chapter 13 Order Dismissing Case	Jeffrey Urquhart; Jason Tavalacci; Jessica Tavalacci;
Chapter 13 Order Granting the Trustees Motion to Modify the Confirmed Chapter 13 Plan and to Limit Notice	Markus Mccann; Nicki Mccann;
Chapter 13 Order Modifying Confirmed Plan	Nicholas Harris; Peter Murillo III, Renisha Murillo; Antonio Oliden;

Chapter 13 Notice and Motion to Dismiss-Confirmed Plan	Sherrie Carter; Mager Lamb; Henry Gray Jr; Jason Tavolacci; Jessica Tavolacci;
Chapter 7 Notice of Trustee’s Motion to Sell Property of the Estate, Free and Clear of Liens	Mark Flynn; Christine Flynn;
Chapter 7 Notice of Case	Earnest Dixon Jr; Benjamin Writz; Sarah Writz;
Chapter 7 Order of Discharge	Jordan VanSant; Evelyn VanSant; Logun Koehn;

14. Staff Report – No Action Items.

- Finance & Human Resources Committee – Next meeting will be on October 30th, 2024, at 5:00 p.m. for 2024 Budget Deliberation.

15. Adjournment

It is possible that individual members of other governing bodies of the County government may attend the above meeting to listen, gather information, and comment. Other members of the Racine County Board of Supervisors may be present to listen, gather information, and comment upon matters within the body’s realm of authority, but will not take any formal action. A majority or a negative quorum of the members of the Racine County Board of Supervisors may be present at this meeting. *See State ex. Rel. Badke. V. Vill. Bd. of Vill. Of Greendale*, 173 Wis.2d 553, 494 N.W.2d 408 (1993).

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance & Human Resources Committee

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: 10/24/2024

**Signature of Committee Chairperson
/Designee:** _____

Description: Minutes from the October 17, 2024 FHR Meeting

Action: **County Board Supervisors**
 Approve
 Deny

Youth In Governance
 Approve
 Deny

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
Thursday October 17, 2024

IVES GROVE OFFICE COMPLEX
AUDITORIUM
14200 WASHINGTON AVENUE
STURTEVANT, WISCONSIN 53177

FHR Committee: Chairperson Trottier, Supervisors, Miller, Kelly, Eckman, and Spencer.

County Board Supervisors: County Board Chairman Tom Kramer (via Webex), Supervisors, Shakoor, Maier, and Kaprelian.

Other attendees: Interim County Executive Thomas Roanhouse; Finance Director Gwen Zimmer, Human Resources Director Sarah Street, Corporation Counsel Michael Lanzdorf, Facilities Management Superintendent Liam Doherty, Racine County Plumber Michael Elzinga, Principal Assistant Corporation Counsel Jeffrey Leggett, Finance and Budget Manager Byron Dean, Sheriff Christopher Schmaling, Chief Deputy James Weidner, Captains, Evans, Friend, and Goetzke, Emergency Management Coordinator Alexander Freeman, Deputy Emergency Management Coordinator Lorenzo Santos, and Reefpoint Marina General Manager Carrie Reid.

Not in Attendance: Youth in Governance Representatives Patil and Aburto.

Excused: Supervisors, Wisch, and Nielsen.

Agenda Item #1 - Convene Meeting

Meeting Called to Order at 5:00 p.m. by Chairman Trottier.

Agenda Item #2 – Chairman Comments

Chairman Trottier made general budget comments.

Agenda Item #3 - Approval of minutes from the October 16, 2024, meeting.

Action: Approve the minutes from the October 16, 2024, Finance & Human Resources committee meeting. **Motion Passed:** Moved: Supervisor Miller. Seconded: Supervisor Eckman. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

Agenda Item #4 - The Committee will review the following individual Department Budgets with Department Heads:

- a) Reefpoint Marina - General Manager Carrie Reid discussed the budget with the Committee, other County Board Supervisors and Youth Representatives.
- b) Corporation Counsel including Office of Child Support Services and Facilities Management. - Administrative Services, including capital in the Statistical Section. – Corporation Counsel Michael Lanzdorf, Principal Assistant Corporation Counsel Jeffrey Leggett, Facilities Management Superintendent Liam Doherty, and Racine County Plumber Michael Elzinga discussed the budget with the Committee, other County Board Supervisors and Youth Representatives.
- c) Sheriff including Sheriff, Emergency Management and Jail – Criminal Justice & Courts,

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
Thursday October 17, 2024

including capital in the Statistical Section. – Emergency Management Coordinator Alexander Freeman, Deputy Emergency Management Coordinator Lorenzo Santos, Sheriff Christopher Schmaling, Chief Deputy James Weidner, Captains, Evans, Friend, and Goetzke discussed the budget with the Committee, other County Board Supervisors and Youth Representatives.

- d) Human Resources– Director of Human Resources Sarah Street discussed the budget with the Committee, other County Board Supervisors and Youth Representatives.

Agenda Item #5 – Staff Report – No Action Items.

- a) Finance & Human Resources Committee - Next Meeting will be Thursday. October 24, 2024.

Agenda Item #6 - Adjournment.

Action: Adjourn the meeting at 6:50 p.m. **Motion Passed.** Moved: Supervisor Miller. Seconded: Supervisor Eckman. Vote: All Ayes No Nays.

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2024</u>	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Gwen Zimmer- Finance Director

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Gwen Zimmer
 If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: N/A

Does this request propose the expenditure, receipt or transfer of any funds? Yes
 If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance and Human Resources Committee

Date Considered by Committee: 10/24/2024 **Date of County Board Meeting to be Introduced:** 10/24/2024

1st Reading: **1st & 2nd Reading:** *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorize amendments to the 2025 Racine County Executive budget and adopting the budget as amended.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

RESOLUTION NO: 2024 -
EXHIBIT "A"
AMENDMENTS TO THE 2025 EXECUTIVE BUDGET

CHANGE NO.	ITEM DESCRIPTION	PAGE NO.	2025 BUDGET	REVISED AMOUNT	NET CHANGE	TAX LEVY IMPACT	RESERVE IMPACT	BOND IMPACT
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Amendment 1:

The purpose of this amendment is to correct the amount of wage and fringe expenses for line items that include on-call and seasonal employees needing adjustment.

SHERIFF'S OFFICE

EXPENSES - ORG 11884184 - EXPENSES	265	6,683	39,944	33,261	33,261
EXPENSES - ORG 11800000 - EXPENSES	265	18,914,786	18,881,525	(33,261)	(33,261)
					0

CLERK OF COURTS

EXPENSES - ORG 11661000 - EXPENSES	243	10,953	70,027	59,074	59,074
EXPENSES - ORG 11600000 - EXPENSES	243	4,848,001	4,788,927	(59,074)	(59,074)
					0

(This change will be made on the following pages: Budget Summary pages 20 and 21
Sheriff's Office pages 265, 267,268, and 271
Clerk of Circuit Court Office pages 243, 246, and 247

Total Net Change for the Amendment:

	0	0	0
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DETAIL LINE CHANGES:

SHERIFF'S OFFICE

11800000.401000 WAGES	10,850,948	10,820,934	(30,014)
11800000.402100 WORKER'S COMP	111,029	110,729	(300)
11800000.402220 SOCIAL SECURITY	849,405	847,109	(2,296)
11800000.436000 LEGAL FEES AND 65.90(6)	240,936	240,285	(651)
TOTAL			(33,261)

SHERIFF'S OFFICE - WATER PATROL SEASONAL

11884184.401000 WAGES	6,031	36,045	30,014
11884184.402100 WORKER'S COMP	60	360	300
11884184.402220 SOCIAL SECURITY	461	2,757	2,296

RESOLUTION NO: 2024 -
EXHIBIT "A"
AMENDMENTS TO THE 2025 EXECUTIVE BUDGET

CHANGE NO.	ITEM DESCRIPTION	PAGE NO.	2025 BUDGET	REVISED AMOUNT	NET CHANGE	TAX LEVY IMPACT	RESERVE IMPACT	BOND IMPACT
11884184.436000	LEGAL FEES AND 65.90(6)		131	782	<u>651</u>			
	TOTAL				<u>33,261</u>			
	Total for Sheriff's Detail Line Changes (should be zero)				<u><u>0</u></u>			
CLERK OF CIRUIT COURT OFFICE								
11600000.401000	WAGES		2,146,915	2,095,072	(51,843)			
11600000.402100	WORKER'S COMP		21,470	20,952	(518)			
11600000.402220	SOCIAL SECURITY		164,242	160,276	(3,966)			
11600000.402230	RETIREMENT		148,138	146,516	(1,622)			
11600000.436000	LEGAL FEES AND 65.90(6)		46,585	45,460	(1,125)			
	TOTAL				<u>(59,074)</u>			
CLERK OF CIRUIT COURT OFFICE - BAILIFFS								
11661000.401000	WAGES		8,737	60,580	51,843			
11661000.402100	WORKER'S COMP		87	605	518			
11661000.402220	SOCIAL SECURITY		668	4,634	3,966			
11661000.402230	RETIREMENT		271	1,893	1,622			
11661000.436000	LEGAL FEES AND 65.90(6)		190	1,315	1,125			
	TOTAL				<u>59,074</u>			
	Total for Clerk of Circuit Court Detail Line Changes (should be zero)				<u><u>0</u></u>			

RESOLUTION NO. 2024-

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING AMENDMENTS TO THE 2025 RACINE COUNTY EXECUTIVE BUDGET AND ADOPTING THE BUDGET AS AMENDED

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the 2025 Racine County Budget as set forth in Exhibit "A" and as amended, if applicable, which is attached hereto is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the 2025 Racine County Budget which is incorporated herein by reference be and is hereby adopted. A copy of the 2025 Racine County Executive Budget shall be on file with the Racine County Clerk and available online at RacineCounty.com.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the capital projects as set forth in "Capital Projects" of the Miscellaneous Departments section and "Capital" in the Statistical Information section of the Racine County 2025 Budget are hereby authorized and approved provided that, any projects that are to be funded through the proceeds of a bond sale are contingent on the County Board authorizing the appropriate bond sale through the passage of appropriate authorizing resolution. The capital projects that are approved in this budget are non-lapsing capital projects and shall continue from year to year until completed or until unauthorized by the Racine County Board of Supervisors.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the positions listed in "Positions Authorized by the County Board", Statistical Information Section and in each "Positions Authorized by the County Board" for each department of the Racine County 2025 Budget are authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the fees set forth in the "Fee Schedule", Statistical Information section of the Racine County 2025 Budget are authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the non-lapsing and/or revenue transfer accounts set for in the "Non-Lapsing and Revenue Transfer Accounts" and "Non-Lapsing Funds", Statistical Information section of the Racine County 2025 Budget are authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the Racine County budget is adopted by the Racine County Board of Supervisors at the level stated on the Authorized Budget pages.

The Levels of control on the Authorized Budget Page are:

Revenues:

Expenses:

Other Funding:

1 Operating Transfers
2 Proceeds from Bonds
3 Use of Reserves

4 Res No. 2024-
5 Page Two

7 Human Services Department – The level of control on the Authorized Budget Page are
8 listed below.

10 The five levels of control are as follows:

- 12 Administration
- 13 Workforce & Supportive Services
- 14 Youth & Family
- 15 Aging & Disability
- 16 Mental Health

17 Listing of Target Groups/Target Populations that make up each level of control.

20	1	DD	Developmentally Disabled
21	2	MH	Mental Health
22	3	AODA	Alcohol & Other Drug Abuse
23	5	DS	Delinquents & Status Offenders
24	6	AN	Abused and Neglected Children
25	7	CF	Children and Families
26	8	A&E	Adults & Elderly
27	9	WS	Workforce & Supportive
28	10	ADMIN	Administration
29	11	RC	Racine County Enhancements

31 Transfers between any of the specified budget level of control may be made by the
32 Board of Supervisors pursuant to Sec. 2-86 Racine County Code of Ordinances or by the
33 Finance and Human Resources Committee pursuant to Sec. 2-130 Racine County Code of
34 Ordinances.

36 For purposes of the annual financial report the General Fund and the Human Services
37 fund budgets are adopted at the function level and all other funds are adopted at the total fund
38 level.

40 The Racine County Budget also contains the Budget Detail Supplemental page, which
41 is the detail supporting the Authorized Budget Page and is intended only to be supplemental
42 information and not adopted by the Racine County Board of Supervisors. The Finance
43 Director is authorized to establish the accounts as set forth in the Budget Detail Supplemental
44 page. Transfers are allowed between the accounts established by the Finance Director and
45 the County Executive. A report on all such transfers shall be submitted to the Racine County
46 Finance and Human Resources Committee by the Finance Department on a quarterly basis.

48 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the
49 Finance Director is authorized to make any technical corrections in the budget that are
50 deemed necessary.

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Res No. 2024-
Page Three

Respectfully submitted,

1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

2nd Reading _____

BOARD ACTION

Donald Trotter, Chairman

Adopted _____

For _____

Against _____

Absent _____

Robert N. Miller, Vice-Chairman

VOTE REQUIRED: Majority

Jody Spencer, Secretary

Prepared by:
Corporation Counsel

Jason Eckman

Renee Kelly

John A. Wisch

Brett Nielsen

The foregoing legislation adopted by the County Board of Supervisors of
Racine County, Wisconsin, is hereby:

Approved: _____

Vetoed: _____

Date: _____,

County Executive

INFORMATION ONLY

WHEREAS, there is a need to adopt a budget for the year 2025.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2024	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Gwen Zimmer- Finance Director

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading)
If a person is not in attendance the item may be held over. Gwen Zimmer, PFM

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: N/A

Does this request propose the expenditure, receipt or transfer of any funds? No
If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance and Human Resources Committee

Date Considered by Committee: 10/24/2024 Date of County Board Meeting to be Introduced: 10/24/2024

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorizing the Issuance and establishing parameters for the sale of not to exceed \$15,500,000 General Obligation Promissory Notes Series 2025A.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

RESOLUTION NO. _____

RESOLUTION BY THE FINANCE AND HUMAN
RESOURCES COMMITTEE AUTHORIZING THE ISSUANCE
AND ESTABLISHING PARAMETERS FOR THE SALE OF
NOT TO EXCEED \$15,500,000 GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2025A

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, the County Board of Supervisors of Racine County, Wisconsin (the "County") hereby finds and determines that it is necessary, desirable and in the best interest of the County to raise funds for public purposes, including financing the cost of County building and facilities projects, equipment acquisition, and highway projects included in the County's 2025 Capital Improvement Plan (collectively, the "Project");

WHEREAS, the County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, counties are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, the County may issue general obligation promissory notes only if one or more of the conditions specified in Section 67.045, Wisconsin Statutes apply;

WHEREAS, general obligation promissory notes to finance the Project may be issued under Section 67.045(1)(f), Wisconsin Statutes, if approved by a vote of at least three-fourths of the members-elect of the County Board of Supervisors;

WHEREAS, the County Board of Supervisors deems it necessary and in the best interest of the County to borrow the monies needed for the Project through the issuance of general obligation promissory notes (the "Notes") pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, upon satisfaction of the terms and conditions hereinafter provided;

WHEREAS, none of the proceeds of the Notes shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by property taxes;

WHEREAS, the County has directed PFM Financial Advisors LLC ("PFM") to take the steps necessary for the County to offer and sell the Notes at public sale and to obtain bids for the purchase of the Notes; and

WHEREAS, in order to facilitate the sale of the Notes in a timely manner, the County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of the County to delegate to any one of the County Executive, Corporation Counsel or

Finance Director (each, an "Authorized Officer") the authority to accept on behalf of the County the bid for the Notes that results in the lowest true interest cost for the Notes (the "Proposal") so long as the Proposal meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors that there shall be issued general obligation promissory notes of the County in a principal amount not to exceed \$15,500,000 for public purposes, including financing the cost of County building and facilities projects, equipment acquisition, and highway projects included in the County's 2025 Capital Improvement Plan; and

BE IT FURTHER RESOLVED that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying the cost of the Project, the County is authorized to borrow pursuant to Section 67.12(12), Wisconsin Statutes, the aggregate principal sum of not to exceed FIFTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$15,500,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 15 of this Resolution, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the County, the Notes aggregating the principal amount of not to exceed FIFTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$15,500,000). The purchase price to be paid to the County for the Notes shall not be less than 99.00% nor more than 103.50% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2025A" (unless otherwise designated in the Approving Certificate); shall be issued in the aggregate principal amount of up to \$15,500,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature on the dates and in the principal amounts set forth below, provided that: (1) the principal amount of each maturity may be increased or decreased by up to \$500,000 per maturity, (2) the aggregate principal amount of the Notes shall not exceed \$15,500,000, and (3) if the date of issuance is before March 1, 2025 the final maturity shall be March 1, 2044 so that the final maturity date is within 20 years from the date of issuance. The schedule below assumes the Notes are issued in the aggregate principal amount of \$15,500,000.

<u>Date</u>	<u>Principal Amount</u>
March 1, 2026	\$ 885,000
March 1, 2027	475,000
March 1, 2028	495,000
March 1, 2029	525,000
March 1, 2030	550,000
March 1, 2031	580,000
March 1, 2032	605,000
March 1, 2033	640,000
March 1, 2034	670,000

<u>Date</u>	<u>Principal Amount</u>
March 1, 2035	\$ 705,000
March 1, 2036	740,000
March 1, 2037	780,000
March 1, 2038	820,000
March 1, 2039	860,000
March 1, 2040	905,000
March 1, 2041	950,000
March 1, 2042	1,000,000
March 1, 2043	1,050,000
March 1, 2044	1,105,000
March 1, 2045	1,160,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2026, unless an earlier interest payment date is set forth in the Approving Certificate. The true interest cost on the Notes shall not exceed 6.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes maturing on March 1, 2036 and thereafter are subject to redemption prior to maturity, at the option of the County, on March 1, 2035 or on any date thereafter at a price of par plus accrued interest, unless a different call date is specified in the Approving Certificate. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity, by lot (as selected by DTC (defined herein)), at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in each year during the term of the Notes in such amounts as are sufficient to meet the principal and interest payments due on the Notes in the following year, which amounts are to be set forth in the Approving Certificate. The amount of tax levied in the year 2025 shall be the total amount of debt service due on the Notes in the years 2025 and 2026; provided that there is debt service due on the Notes in 2025 and that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2025.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After

the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. To the extent necessary, if any, the County hereby appropriates from proceeds of the Notes or other funds of the County on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Notes coming due in 2025, if any, as may be set forth in an attachment to the Approving Certificate labeled as Schedule IV.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2025A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to

reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the

County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County's Finance Director (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book.

No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 15. Condition on Issuance and Sale of the Notes; Report of Results of Sale. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, any one of the Authorized Officers is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

For informational purposes only, the Finance Director shall provide to the Finance and Human Resources Committee and the County Board of Supervisors, at their meetings following the execution of the Proposal, a report regarding the results of the sale of the Notes.

Section 16. Official Statement. The County Board of Supervisors hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written

undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

1st Reading _____

Respectfully submitted,

FINANCE AND HUMAN RESOURCES
COMMITTEE

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

VOTE REQUIRED: 3/4 OF MEMBERS - ELECT

EXHIBIT A

APPROVING CERTIFICATE

I, [_____], the [County Executive] [Corporation Counsel] [Finance Director] of Racine County, Wisconsin (the "County"), hereby certify that:

1. Resolution. On November 4, 2024, the County Board of Supervisors of the County adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$15,500,000 General Obligation Promissory Notes, Series 2025A of the County (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Notes. On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation (the "Purchaser") offered to purchase the Notes in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal"). PFM Financial Advisors LLC recommends the County accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$15,500,000 approved by the Resolution, and shall mature on March 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The final maturity date is within 20 years from date of issuance. The amount of each annual principal payment due on the Notes is not more than \$500,000 more or less per maturity than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
March 1, 2026	\$ 885,000	\$ _____
March 1, 2027	475,000	_____
March 1, 2028	495,000	_____
March 1, 2029	525,000	_____
March 1, 2030	550,000	_____
March 1, 2031	580,000	_____
March 1, 2032	605,000	_____
March 1, 2033	640,000	_____
March 1, 2034	670,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
March 1, 2035	\$ 705,000	\$ _____
March 1, 2036	740,000	_____
March 1, 2037	780,000	_____
March 1, 2038	820,000	_____
March 1, 2039	860,000	_____
March 1, 2040	905,000	_____
March 1, 2041	950,000	_____
March 1, 2042	1,000,000	_____
March 1, 2043	1,050,000	_____
March 1, 2044	1,105,000	_____
March 1, 2045	1,160,000	_____

The true interest cost on the Notes is _____%, which is not in excess of 6.00%, as required by the Resolution.

4. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 99.00% nor more than 103.50% of the principal amount of the Notes, as required by the Resolution.

5. Redemption Provisions of the Notes. The Notes maturing on [March 1, 2036] and thereafter are subject to redemption prior to maturity, at the option of the County, on [March 1, 2035] or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the County have been irrevocably pledged and there has been levied on all of the taxable property in the County, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule IV.

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrevocable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 20____ pursuant to the authority delegated to me in the Resolution.

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

To be provided by PFM Financial Advisors LLC and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

To be provided by PFM Financial Advisors LLC and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

To be provided by PFM Financial Advisors LLC and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PFM Financial Advisors LLC and incorporated into the Certificate.

(See Attached)

COPY

EXHIBIT B

(Form of Note)

REGISTERED NO. R- _____	UNITED STATES OF AMERICA STATE OF WISCONSIN RACINE COUNTY GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025A	DOLLARS \$ _____
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MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
March 1, _____	_____	_____ %	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, Racine County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on [March 1, 2026] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County's Finance Director (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including financing the cost of County building and facilities projects, equipment acquisition, and highway projects included in the County's 2025 Capital Improvement Plan, as authorized by a resolution adopted on November 4, 2024, as supplemented by an Approving Certificate, dated _____, _____ (collectively, the

"Resolution"). The Resolution is recorded in the official minutes of the County Board of Supervisors for said date.

The Notes maturing on [March 1, 2036] and thereafter are subject to redemption prior to maturity, at the option of the County, on [March 1, 2035] or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the

purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

COPY

IN WITNESS WHEREOF, Racine County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

RACINE COUNTY, WISCONSIN

By: _____
Thomas Kramer
Chairperson

(SEAL)

By: _____
Wendy M. Christensen
County Clerk

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2024</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
------------------	-------------------------------------	---

Requestor/Originator: Gwen Zimmer- Finance Director

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Gwen Zimmer, PFM
 If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: N/A

Does this request propose the expenditure, receipt or transfer of any funds? No
 If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance and Human Resources Committee

Date Considered by Committee: 10/24/2024 **Date of County Board Meeting to be Introduced:** 10/24/2024

1st Reading: **1st & 2nd Reading:** *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorizing the Issuance and establishing parameters for the sale of not to exceed \$17,110,000 General Obligation Promissory Notes Series 2024C.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

RESOLUTION NO. _____

RESOLUTION BY THE FINANCE AND HUMAN
RESOURCES COMMITTEE ESTABLISHING PARAMETERS
FOR THE SALE OF NOT TO EXCEED \$17,110,000 GENERAL
OBLIGATION PROMISSORY NOTES, SERIES 2024C

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, on July 23, 2024, the County Board of Supervisors of Racine County, Wisconsin (the "County") adopted, by votes of at least three-fourths of the members-elect, the following initial resolutions authorizing the issuance of general obligation bonds or general obligation promissory notes in amounts not to exceed:

(1) \$23,000,000 for 911 radio infrastructure projects (the "911 Radio Initial Resolution") and

(2) \$32,500,000 for the Reefpoint Marina revitalization project (the "Marina Initial Resolution" and together with the 911 Radio Initial Resolution, the "Initial Resolutions");

WHEREAS, the County Board of Supervisors hereby finds and determines that the County shall issue general obligation promissory notes (the "Notes") in an amount of approximately \$8,020,000 to pay a portion of the cost of the 911 radio infrastructure projects pursuant to the 911 Radio Initial Resolution;

WHEREAS, the County Board of Supervisors hereby finds and determines that the County shall also issue Notes in an amount of approximately \$9,090,000 to pay the cost of phase 1 of the Reefpoint Marina revitalization project (collectively, with the 911 radio infrastructure project, shall be referred to herein as the "Project") pursuant to the Marina Initial Resolution;

WHEREAS, the County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, counties are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, none of the proceeds of the Notes shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by property taxes;

WHEREAS, the County has directed PFM Financial Advisors LLC ("PFM") to take the steps necessary for the County to offer and sell the Notes at public sale and to obtain bids for the purchase of the Notes to pay a portion of the cost of the Project; and

WHEREAS, in order to facilitate the sale of the Notes in a timely manner, the County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of the County to delegate to any one of the Interim County Executive, Corporation Counsel or Finance Director (each, an "Authorized Officer") the authority to accept on behalf of the County the bid for the Notes that results in the lowest true interest cost for the Notes (the "Proposal") so long as the Proposal meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Approving Certificate").

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

Section 1. Sale of the Notes; Parameters. For the purpose of paying a portion of the cost of the Project, the County is authorized to borrow pursuant to Section 67.12(12), Wisconsin Statutes, the aggregate principal sum of not to exceed SEVENTEEN MILLION ONE HUNDRED TEN THOUSAND DOLLARS (\$17,110,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 15 of this Resolution, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the County, the Notes aggregating the principal amount of not to exceed SEVENTEEN MILLION ONE HUNDRED TEN THOUSAND DOLLARS (\$17,110,000). The purchase price to be paid to the County for the Notes shall not be less than 99.00% nor more than 103.50% of the principal amount of the Notes. The amount of Notes to be issued pursuant to each of the Initial Resolutions shall be determined by the Authorized Officer and set forth in the Approving Certificate.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2024C" (unless otherwise designated in the Approving Certificate); shall be issued in the aggregate principal amount of up to \$17,110,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity may be increased or decreased by up to \$500,000 per maturity and that the aggregate principal amount of the Notes shall not exceed \$17,110,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$17,110,000.

<u>Date</u>	<u>Principal Amount</u>
March 1, 2026	\$ 700,000
March 1, 2027	735,000
March 1, 2028	775,000
March 1, 2029	810,000
March 1, 2030	855,000
March 1, 2031	895,000
March 1, 2032	945,000
March 1, 2033	990,000
March 1, 2034	1,045,000

<u>Date</u>	<u>Principal Amount</u>
March 1, 2035	\$1,095,000
March 1, 2036	1,155,000
March 1, 2037	1,215,000
March 1, 2038	1,275,000
March 1, 2039	1,340,000
March 1, 2040	590,000
March 1, 2041	620,000
March 1, 2042	655,000
March 1, 2043	690,000
March 1, 2044	725,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025. The true interest cost on the Notes shall not exceed 6.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes maturing on March 1, 2035 and thereafter are subject to redemption prior to maturity, at the option of the County, on March 1, 2034 or on any date thereafter at a price of par plus accrued interest, unless a different call date is specified in the Approving Certificate. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity, by lot (as selected by DTC (defined herein)), at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in each year during the term of the Notes in such amounts as are sufficient to meet the principal and interest payments due on the Notes in the following year, which amounts are to be set forth in the Approving Certificate. The amount of tax levied in the year 2025 shall be the total amount of debt service due on the Notes in the years 2025 and 2026; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2025.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried

onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The County hereby appropriates from proceeds of the Notes or other funds of the County on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Notes coming due in 2025 as set forth in an attachment to the Approving Certificate labeled as Schedule IV.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2024C" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes

("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County's Finance Director (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 15. Condition on Issuance and Sale of the Notes; Report of Results of Sale. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, any one of the Authorized Officers is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

For informational purposes only, the Finance Director shall provide to the Finance and Human Resources Committee and the County Board of Supervisors, at their meetings following the execution of the Proposal, a report regarding the results of the sale of the Notes.

Section 16. Official Statement. The County Board of Supervisors hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the

Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

1st Reading _____

Respectfully submitted,

FINANCE AND HUMAN RESOURCES
COMMITTEE

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

VOTE REQUIRED: MAJORITY OF MEMBERS - ELECT _____

EXHIBIT A

APPROVING CERTIFICATE

I, [_____], the [Interim County Executive] [Corporation Counsel] [Finance Director] of Racine County, Wisconsin (the "County"), hereby certify that:

1. Resolution. On November 4, 2024, the County Board of Supervisors of the County adopted a resolution (the "Resolution") establishing parameters for the sale of not to exceed \$17,110,000 General Obligation Promissory Notes, Series 2024C of the County (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Notes. On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation (the "Purchaser") offered to purchase the Notes in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal"). PFM Financial Advisors LLC recommends the County accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$17,110,000 approved by the Resolution, and shall mature on March 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. Notes in the amount of \$ _____ shall be issued pursuant to the 911 Radio Initial Resolution (as defined in the Resolution) and Notes in the amount of \$ _____ shall be issued pursuant to the Marina Initial Resolution (as defined in the Resolution). The amount of each annual principal payment due on the Notes is not more than \$500,000 more or less per maturity than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
March 1, 2026	\$ 700,000	\$ _____
March 1, 2027	735,000	_____
March 1, 2028	775,000	_____
March 1, 2029	810,000	_____
March 1, 2030	855,000	_____
March 1, 2031	895,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
March 1, 2032	\$ 945,000	\$ _____
March 1, 2033	990,000	_____
March 1, 2034	1,045,000	_____
March 1, 2035	1,095,000	_____
March 1, 2036	1,155,000	_____
March 1, 2037	1,215,000	_____
March 1, 2038	1,275,000	_____
March 1, 2039	1,340,000	_____
March 1, 2040	590,000	_____
March 1, 2041	620,000	_____
March 1, 2042	655,000	_____
March 1, 2043	690,000	_____
March 1, 2044	725,000	_____

The true interest cost on the Notes is _____%, which is not in excess of 6.00%, as required by the Resolution.

4. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 99.00% nor more than 103.50% of the principal amount of the Notes, as required by the Resolution.

5. Redemption Provisions of the Notes. The Notes maturing on [March 1, 2035] and thereafter are subject to redemption prior to maturity, at the option of the County, on [March 1, 2034] or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the County have been irrevocably pledged and there has been levied on all of the taxable property in the County, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule IV.

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrevocable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on December _____, 2024 pursuant to the authority delegated to me in the Resolution.

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

To be provided by PFM Financial Advisors LLC and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

To be provided by PFM Financial Advisors LLC and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

To be provided by PFM Financial Advisors LLC and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PFM Financial Advisors LLC and incorporated into the Certificate.

(See Attached)

COPY

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
NO. R- _____ STATE OF WISCONSIN \$ _____
RACINE COUNTY
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024C

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, Racine County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on [March 1, 2025] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County's Finance Director (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including (1) paying a portion of the cost of 911 radio infrastructure projects and (2) phase 1 of the Reefpoint Marina revitalization project, as authorized by resolutions adopted on July 23, 2024 and November 4, 2024, as supplemented by an Approving Certificate, dated _____, 2024 (collectively, the "Resolutions"). Said

Resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on [March 1, 2035] and thereafter are subject to redemption prior to maturity, at the option of the County, on [March 1, 2034] or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the

purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Racine County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

RACINE COUNTY, WISCONSIN

By: _____
Thomas Kramer
Chairperson

(SEAL)

By: _____
Wendy M. Christensen
County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

REQUEST FOR COUNTY BOARD ACTION

YEAR	2024		Resolution Request
		X	Ordinance Request
			Report Request

Requestor/Originator: Michael Lanzdorf- Director of Corporation Counsel

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading)
 If a person is not in attendance the item may be held over. Michael Lanzdorf

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: N/A

Does this request propose the expenditure, receipt or transfer of any funds? No
 If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance and Human Resources Committee

Date Considered by Committee: 10/24/2024 Date of County Board Meeting to be Introduced: 10/24/2024

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Ordinance by the Racine County Finance and Human Resources Committee Amending the Racine Code of Ordinances – Chapter 2, Article V, Division 2 – Departments, for changes in the 2025 Budget.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

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ORDINANCE NO. 2024-

ORDINANCE BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AMENDING THE RACINE COUNTY CODE OF ORDINANCES – CHAPTER 2, ARTICLE V, DIVISION 2 – DEPARTMENTS, FOR CHANGES IN THE 2025 BUDGET

To the Honorable Members of the Racine County Board of Supervisors:

The Racine County Board of Supervisors does ordain as follows:

Part 1

Section 2-284 of the Racine County Code of Ordinances is hereby amended to read as follows:

Sec. 2-284. – Data and performance analytics.

There shall be a department of data and performance analytics which will utilize data analytics tools to direct and administer metrics and accountability systems for programming, performance, and process improvements. The director of the data and performance analytics department shall be in charge of the department and shall be appointed by the county executive and confirmed by the board of supervisors. The department will collect, interpret, and communicate meaningful patterns in available data to make evidence-based decisions and work with various departments to ensure that implemented solutions meet specifications and are delivered in a timely and cost-effective manner.

(Ord. No. 2020-71, pt. 6, 11-2-20; Ord. No. 2021-66, pt. 6, 11-2-21)

Part 2

Section 2-285 of the Racine County Code of Ordinances is hereby amended to read as follows:

Sec. 2-285. – Office of Diversity

There shall be an office of diversity which will coordinate and support efforts to address long-standing systems, programs, policies, and practices that may have created needless obstacles to the success of people of color, members of ethnic communities, and other marginalized groups. The diversity officer shall be responsible

3
4 for the management and operation of the office of diversity and shall be appointed by
5 the county executive and confirmed by the board of supervisors. The office of diversity
6 is in furtherance of the recognition that racism profoundly impacts the social and health
7 status of children, adolescents, emerging adults, and their families. The office
8 undertakes its work of diversity, equity, and inclusion with the goal of focusing on and
9 committing to identifying needs, addressing gaps, reducing disparities, and providing
10 opportunities through a proactive approach and development of partnerships, initiatives,
11 training, programs, and services within county government and with community
12 stakeholders.

13
14 (Ord. No. 2022-55, pt. 3, 10-20-22)

15
16 Respectfully submitted,

17
18 1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

19
20 2nd Reading _____

21
22 **BOARD ACTION**

Donald J. Trottier, Chairman

23 Adopted _____

24 For _____

25 Against _____

26 Absent _____

Robert N. Miller, Vice-Chairman

27
28 VOTE REQUIRED: Majority

Jody Spencer, Secretary

29
30 Prepared by:
31 Corporation Counsel

Jason Eckman

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34 _____
Renee Kelly

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37 _____
John A. Wisch

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40 _____
Brett Nielsen

41
42 **The foregoing legislation adopted by the County Board of Supervisors of**
43 **Racine County, Wisconsin, is hereby:**

44
45 **Approved:** _____

46 **Vetoed:** _____

47
48 **Date:** _____,

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50 _____
51 **Thomas E. Roanhouse, Interim County Executive**

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ORDINANCE NO. 2024-

ORDINANCE BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AMENDING THE RACINE COUNTY CODE OF ORDINANCES – CHAPTER 2, ARTICLE V, DIVISION 2 – DEPARTMENTS, FOR CHANGES IN THE 2025 BUDGET

To the Honorable Members of the Racine County Board of Supervisors:

The Racine County Board of Supervisors does ordain as follows:

Part 1

Section 2-284 of the Racine County Code of Ordinances is hereby amended to read as follows:

Sec. 2-284. – Data and performance analytics.

There shall be a department of data and performance analytics which will utilize data analytics tools to direct and administer metrics and accountability systems for programming, performance, and process improvements. The director of the data and performance analytics department shall be in charge of the department and shall be appointed by the county executive and confirmed by the board of supervisors. The department will collect, interpret, and communicate meaningful patterns in available data to make evidence-based decisions and work with various departments to ensure that implemented solutions meet specifications and are delivered in a timely and cost-effective manner.

(Ord. No. 2020-71, pt. 6, 11-2-20; Ord. No. 2021-66, pt. 6, 11-2-21)

Part 2

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4 for the management and operation of the office of diversity and shall be appointed by
5 the county executive and confirmed by the board of supervisors. The office of diversity
6 is in furtherance of the recognition that racism profoundly impacts the social and health
7 status of children, adolescents, emerging adults, and their families. The office
8 undertakes its work of diversity, equity, and inclusion with the goal of focusing on and
9 committing to identifying needs, addressing gaps, reducing disparities, and providing
10 opportunities through a proactive approach and development of partnerships, initiatives,
11 training, programs, and services within county government and with community
12 stakeholders.

13
14 (Ord. No. 2022-55, pt. 3, 10-20-22)

15
16 Respectfully submitted,

17
18 1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

19
20 2nd Reading _____

21
22 **BOARD ACTION**

Donald J. Trottier, Chairman

23 Adopted _____

24 For _____

25 Against _____

26 Absent _____

Robert N. Miller, Vice-Chairman

27
28 VOTE REQUIRED: Majority

Jody Spencer, Secretary

29
30 Prepared by:
31 Corporation Counsel

Jason Eckman

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Renee Kelly

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John A. Wisch

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Brett Nielsen

41
42 **The foregoing legislation adopted by the County Board of Supervisors of**
43 **Racine County, Wisconsin, is hereby:**

44
45 **Approved:** _____

46 **Vetoed:** _____

47
48 **Date:** _____,

49
50 _____
51 **Thomas E. Roanhouse, Interim County Executive**

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2024</u>	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Gwen Zimmer- Finance Director

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Gwen Zimmer
 If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: N/A

Does this request propose the expenditure, receipt or transfer of any funds? No
 If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance and Human Resources Committee

Date Considered by Committee: 10/24/2024 **Date of County Board Meeting to be Introduced:** 10/24/2024

1st Reading: **1st & 2nd Reading:** *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Setting a tax levy for 2024 to be collected in 2025.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

RESOLUTION NO. 2024-

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE SETTING A TAX LEVY FOR 2024 TO BE COLLECTED IN 2025

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS Wisconsin State Statutes require the Racine County Board of Supervisors to adopt a resolution to set the property tax levy for the upcoming fiscal year; and

WHEREAS, the Proposed Budget was the subject of a public hearing on October 24, 2024; and,

WHEREAS, the Racine County Board of Supervisors has considered the Proposed Budget, and amendments thereto, and is prepared to adopt the final 2025 Racine County budget on November 4, 2024;

BE IT RESOLVED by the Racine County Board of Supervisors that the following amounts be levied upon the taxable property of Racine County in the year 2024 to be collected in 2025 for the following purposes:

Handicapped Schools ¹	\$	0
Prairie Lakes Library ²		3,203,997
County Bridge Aid ³		0
General Countywide		<u>61,060,938</u>
Total	\$	64,264,935

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the General Countywide property tax levy shall be allocated for the following purposes:

Debt Service	\$	8,681,317
County Operations		<u>52,379,621</u>
Total	\$	61,060,938

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION

Donald Trottier, Chairman

Adopted _____

For _____

Against _____

Robert N. Miller, Vice-Chairman

¹ Levied on areas of Racine County served by Handicapped Schools.
² Levied on areas of Racine County served by Prairie Lakes Library System.
³ Levied on areas in townships in Racine County.

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Absent _____

VOTE REQUIRED: Majority

Jody Spencer, Secretary

Prepared by:
Corporation Counsel

Jason Eckman

Renee Kelly

John A. Wisch

Brett Nielsen

Res No. 2024-
Page Two

**The foregoing legislation adopted by the County Board of Supervisors of
Racine County, Wisconsin, is hereby:**

Approved: _____

Vetoed: _____

Date: _____,

County Executive

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2024</u>	<input type="checkbox"/>	Resolution Request
	<input type="checkbox"/>	Ordinance Request
	<input type="checkbox"/>	Report Request
	<input checked="" type="checkbox"/>	Action of Committee Only

Requestor/Originator: County Treasurer- Jeff Latus

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Jeff Latus
 If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: N/A

Does this request propose the expenditure, receipt or transfer of any funds? No

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 10/24/2024 **Date of County Board Meeting to be Introduced:** _____

1st Reading: **1st & 2nd Reading:** *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Bid offers for several In Rem properties through the Racine County Treasurer's over-the-counter sale.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

MEMO

October 16, 2024

TO: Donald J Trottier
Chairman, Finance and Human Resources Committee

FROM: Jeff Latus, Racine County Treasurer

RE: Over-the-Counter Sale of In Rem Foreclosure Property

Please put on the agenda for the meeting scheduled for October 24th, 2024, time to present over-the-counter bid offers for County owned in-rem parcels.

276-000003752000	908 Racine St	Residential building
276-000006752000	235 Howland Ave	Residential building
276-000017126000	1907 Clark St	Residential building
276-000019049000	1647 Edgewood Ave	Residential building
276-000020819000	1108 Albert St	Residential building
276-000013949000	1937 Case Ave	Residential Lot

The parcels were obtained in an in-rem court action on April 16th, 2024. The parcels were included in a recent sealed bid sale in which there were no valid bids received for the properties.

908 Racine St, 235 Howland Ave, 1647 Edgewood Ave, 1108 Albert St, and 1937 Case Ave received one bid each.

All offered bids meet the minimum bid requirement for the properties.

I recommend that the Committee accept these offers.

1907 Clark St received two bids for the following amounts:

\$41,000.00 & \$35,200.00

Both bids meet the minimum bid requirement.

I recommend that the Committee accepts the higher of the two bids. (\$41,000.00)

If you have any questions, please feel free to contact me.

Thank you,
Jeff Latus
Racine County Treasurer / Cc: Erika Motsch

ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: City of Racine

Updated: 10/15/2024

PARCEL # 276-00-00-03-752-000

IN REM ACTION #: 2023-1

ITEM #: 86

JUDGMENT DOC #: 2675007

JUDGEMENT DATE: 4/16/2024

LEGAL DESCRIPTION: THE NORTH 30 FEET OF LOT 4, CARY'S SUBDIVISION OF BLOCK 60, SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 EAST. SAID LAND BEING IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

PROP. ADDRESS: 908 RACINE ST

FORMER OWNER: RONALD E. KERNER

ASSESSED VALUE / 2023
 RESIDENTIAL
 Land: \$6,000.00
 IMP: 39,000
TOTAL: \$45,000.00

FAIR MARKET VALUE
 2023 \$50,000.00

APPRAISED VALUE: \$22,000.00
YEAR: 2024

TAX YEAR	NET TAX	SPECIAL	INT	PEN	TOTAL
2012	\$837.63	\$1,017.37	\$2,504.25	\$1,252.13	\$5,611.38
2013	\$759.74	\$906.94	\$2,050.02	\$1,025.01	\$4,741.71
2014	\$811.96	\$524.97	\$1,483.99	\$742.00	\$3,562.92
2015	\$852.10	\$538.15	\$1,376.35	\$688.17	\$3,454.77
2016	\$842.65	\$649.03	\$1,297.76	\$648.88	\$3,438.32
2017	\$879.77	\$1,130.73	\$1,507.88	\$753.93	\$4,272.31
2018	\$892.52	\$440.72	\$839.94	\$419.97	\$2,593.15
2019	\$869.00	\$43.98	\$465.62	\$232.81	\$1,611.41
2020	\$953.81	\$435.19	\$541.71	\$270.86	\$2,201.57
2021	\$975.39	\$439.74	\$382.09	\$191.04	\$1,988.26
2022	\$960.72	\$965.12	\$288.88	\$144.43	\$2,359.15
2023	\$1,045.01	\$1,248.29	\$68.80	\$34.41	\$2,396.51
2024					
	\$10,680.30	\$8,340.23	\$12,807.29	\$6,403.64	

SPECIAL OVER 7500: NA

TAX TOTALS: \$38,231.46

In-Rem Fee	\$275.00
Boarding Fee	\$1,781.00
Resure - Roof	\$250.00
Lawn & Snow Care	\$400.00
Appraisal Fee	\$242.00
Newspaper Sale ad	\$25.63
FEE & COST TOTAL:	\$2,973.63

GRAND TOTAL: \$41,205.09

DISPOSITION:	
TO:	
ON:	
TOTAL COSTS:	<u>\$41,205.09</u>
SOLD / DONATED FOR:	
PROFIT OR (LOSS):	

GENERAL RECEIPT NUMBERS

NO: _____

NO: 11-3



Office of County Treasurer
730 Wisconsin Avenue
Racine, WI 53403
262-636-3339
fax: 262-636-3279

RACINE COUNTY TREASURER'S OFFICE "OVER-THE-COUNTER" BID FORM
****Minimum Bid Amount Required****

Sale Property Address:

908 Racine St

Sale Parcel/Tax Key #:

274000003752000

Bid Offer Amount: *Offer must be minimum bid amount or higher to be considered valid bid.

~~22,000.00~~ 22,200.00

Print the name(s) of the bidders. If you are bidding as an LLC, Corporation, or other entity, please print that as well on the line marked Business Entity or Organization.

*If your bid is accepted by the County Board, the name/entity you make your initial bid by will be the name/entity the Quit Claim Deed will be recorded under as the new owner on record.

Name(s): Sergio Duran

Business Entity / Organization:
Skip if you are bidding as an individual _____

Mailing Address of Bidder: 1333 Chatham St

Phone Number(s): 262 221 7635

Email Address: aavelingarcia@yahoo.com

Intended Use of Property

Explain in detail how you intend to use the property. Intended usage may be a determining factor in the County Board's approval of the sale.

Rehab property and provide economic livable
space for other families in addition to help
the area look better.

Will this parcel be the primary residence of the buyer?

Check yes if you intend to move into the property with 1 year of purchase.

Check no if you do not intend to move in within 1 year or if this will be a rental or investment property.

Yes No

Predominant Use:

For questions regarding zoning requirements, contact the Racine County Zoning and Development Department at (262) 886-8440. For City of Racine parcels call the Racine City Planning Department at (262) 636-9151.

Single family Multi-Family Time Share Unit Agriculture

Commercial Utility Mfg/Telephone Co

Misc. (explain): _____

Please read the following statements and mark all applicable boxes.

I swear and certify that I do not owe delinquent real estate taxes to Racine County.

I swear and certify that I have no outstanding judgments, health, building, or zoning code violations.

I swear and certify that I am not a relative of the former owner of the above listed property.

I have read and understand the terms of sale for Over-the-Counter Sales.

I have not owned property that has been taken by Racine County in an In Rem Foreclosure Action in the previous five years.

Please disclose any additional properties owned by the person/s bidding, business entity, LLC, or Corporation under the bidder/s ownership or control. (Attach an Addendum if you can not fit them in the space provided).

1333 Chatham St ; 1305 Chatham St ;

Suzanne Dura
Bidder's Signature

10-02-24
Date Signed

Bidder's Signature

Date Signed

Enclose a deposit in the form of a Certified Check, Cashier Check, or money order for the full amount of your bid, plus \$32 for recording the deed, made payable to the Racine County Treasurer.

**No business or personal checks will be accepted.*

Before signing and submitting your bid, make sure to completely read the Over-the-Counter Terms of Sale. The Terms of Sale can be found on the Racine County Treasurer's Website at <https://www.racinecounty.com/departments/county-treasurer/public-sale-of-properties-taken-in-tax-foreclosure> or it can be obtained from the County Treasurer's office at the counter.

ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: City of Racine

Updated: 10/15/2024

PARCEL # 276-00-00-06-752-000

IN REM ACTION #: 2023-1

ITEM #: 102

JUDGMENT DOC #: 2675007

JUDGEMENT DATE: 4/16/2024

LEGAL LOT 5, BLOCK 3, ROE'S SUBDIVISION, BEING A PART OF THE NORTHEAST 1/4 OF THE DESCRIPTION: NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 23 EAST. SAID LAND BEING IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

PROP. ADDRESS: 235 HOWLAND AVE

FORMER OWNER: SANDRA DOMINGUEZ

ASSESSED VALUE / 2023
 RESIDENTIAL
 Land: \$11,500.00
 IMP: 75,500
TOTAL: \$87,000.00

FAIR MARKET VALUE 2023 \$96,500.00

APPRAISED VALUE: \$27,000.00
YEAR: 2024

TAX YEAR	NET TAX	SPECIAL	INT	PEN	TOTAL
2012	\$2,211.28	\$1,074.07	\$4,435.22	\$2,217.61	\$9,938.18
2013	\$2,120.74	\$963.91	\$3,794.12	\$1,897.06	\$8,775.83
2014	\$1,977.70	\$634.20	\$2,899.21	\$1,449.60	\$6,960.71
2015	\$2,080.33	\$1,153.29	\$3,201.28	\$1,600.64	\$8,035.54
2016	\$2,055.59	\$1,087.89	\$2,734.83	\$1,367.41	\$7,245.72
2017	\$2,005.35	\$2,172.22	\$3,133.18	\$1,566.59	\$8,877.34
2018	\$2,030.02	\$2,035.83	\$2,561.48	\$1,280.75	\$7,908.08
2019	\$1,970.64	\$600.66	\$1,311.37	\$655.68	\$4,538.35
2020	\$2,140.62	\$1,142.73	\$1,280.51	\$640.25	\$5,204.11
2021	\$2,189.76	\$817.96	\$812.09	\$406.05	\$4,225.86
2022	\$2,138.14	\$1,142.08	\$492.04	\$246.01	\$4,018.27
2023	\$2,338.04	\$997.35	\$100.06	\$50.03	\$3,485.48
2024					
	\$25,258.21	\$13,822.19	\$26,755.39	\$13,377.68	

SPECIAL OVER 7500: NA

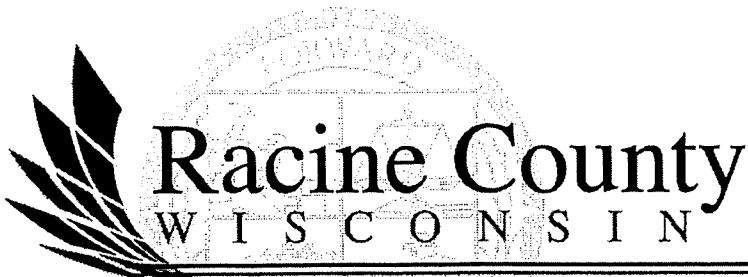
TAX TOTALS: \$79,213.47

In-Rem Fee	\$275.00
Boarding Fee	\$579.00
Lawn & Snow Care	\$460.00
Appraisal Fee	\$242.00
Newspaper Sale ad	\$25.63

FEE & COST TOTAL: \$1,581.63

GRAND TOTAL: \$80,795.10

<p>DISPOSITION: _____</p> <p>TO: _____</p> <p>ON: _____</p> <p>TOTAL COSTS: <u>\$80,795.10</u></p> <p>SOLD / DONATED FOR: _____</p> <p>PROFIT OR (LOSS): _____</p>	<p style="text-align: center;">GENERAL RECEIPT NUMBERS</p> <p>NO: _____</p> <p>NO: <u>11-7</u></p>
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Office of County Treasurer

730 Wisconsin Avenue
Racine, WI 53403
262-636-3339
fax: 262-636-3279

RACINE COUNTY TREASURER'S OFFICE "OVER-THE-COUNTER" BID FORM
****Minimum Bid Amount Required****

Sale Property Address:

235 HOWLAND AVE RACINE, WI 53404

Sale Parcel/Tax Key #:

276000006752000

Bid Offer Amount: **Offer must be minimum bid amount or higher to be considered valid bid.*

\$1 27,000

Print the name(s) of the bidders. If you are bidding as an LLC, Corporation, or other entity, please print that as well on the line marked Business Entity or Organization.

*If your bid is accepted by the County Board, the name/entity you make your initial bid by will be the name/entity the Quit Claim Deed will be recorded under as the new owner on record.

Name(s): BRAVER HOLDINGS LLC

Business Entity / Organization:
Skip if you are bidding as an individual _____

Mailing Address of Bidder: 1015 BERKELEY DR.

Phone Number(s): (262) 771-6472

Email Address: CHRIS@LAKEMECUEGANTITLEWI.COM

Intended Use of Property

Explain in detail how you intend to use the property. Intended usage may be a determining factor in the County Board's approval of the sale.

REHAB AND RENT OR REHAB AND SELL

Will this parcel be the primary residence of the buyer?

Check yes if you intend to move into the property with 1 year of purchase.

Check no if you do not intend to move in within 1 year or if this will be a rental or investment property.

Yes No

Predominant Use:

For questions regarding zoning requirements, contact the Racine County Zoning and Development Department at (262) 886-8440. For City of Racine parcels call the Racine City Planning Department at (262) 636-9151.

Single family Multi-Family Time Share Unit Agriculture

Commercial Utility Mfg/Telephone Co

Misc. (explain): _____

Please read the following statements and mark all applicable boxes.

I swear and certify that I do not owe delinquent real estate taxes to Racine County.

I swear and certify that I have no outstanding judgments, health, building, or zoning code violations.

I swear and certify that I am not a relative of the former owner of the above listed property.

I have read and understand the terms of sale for Over-the-Counter Sales.

I have not owned property that has been taken by Racine County in an In Rem Foreclosure Action in the previous five years.

Please disclose any additional properties owned by the person/s bidding, business entity, LLC, or Corporation under the bidder/s ownership or control. (Attach an Addendum if you cannot fit them in the space provided).

Chris Anderson
Bidder's Signature

10/9/24
Date Signed

Bidder's Signature

Date Signed

Enclose a deposit in the form of a Certified Check, Cashier Check, or money order for the full amount of your bid, plus \$32 for recording the deed, made payable to the Racine County Treasurer.

**No business or personal checks will be accepted.*

Before signing and submitting your bid, make sure to completely read the Over-the-Counter Terms of Sale. The Terms of Sale can be found on the Racine County Treasurer's Website at <https://www.racinecounty.com/departments/county-treasurer/public-sale-of-properties-taken-in-tax-foreclosure> or it can be obtained from the County Treasurer's office at the counter

ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: City of Racine

Updated: 10/15/2024

PARCEL # 276-00-00-17-126-000

IN REM ACTION #: 2023-1

ITEM #: 163

JUDGMENT DOC #: 2675008

JUDGEMENT DATE: 4/16/2024

LEGAL DESCRIPTION: LOT 3, BLOCK 9, COLLEGE ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF. SAID LAND BEING IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

PROP. ADDRESS: 1907 CLARK ST

FORMER OWNER: BONNIE J, SURNEY

ASSESSED VALUE / 2023
 RESIDENTIAL
 Land: \$9,400.00
 IMP: 82,600
TOTAL: \$92,000.00

FAIR MARKET VALUE 2023 \$102,000.00

APPRAISED VALUE YEAR: \$32,000.00 2024

TAX YEAR	NET TAX	SPECIAL	INT	PEN	TOTAL
2012	\$1,207.74	\$390.55	\$2,157.69	\$1,078.85	\$4,834.83
2013	\$1,109.26	\$722.51	\$2,253.08	\$1,126.54	\$5,211.39
2014	\$1,056.19	\$356.86	\$1,568.49	\$784.24	\$3,765.78
2015	\$1,108.96	\$735.99	\$1,826.50	\$913.25	\$4,584.70
2016	\$1,080.47	\$1,268.68	\$2,043.76	\$1,021.88	\$5,414.79
2017	\$1,056.79	\$617.19	\$1,255.48	\$627.75	\$3,557.21
2018	\$1,043.37	\$382.98	\$898.60	\$449.30	\$2,774.25
2019	\$984.93	\$847.86	\$934.72	\$467.36	\$3,234.87
2020	\$1,119.84	\$1,612.25	\$1,065.52	\$532.76	\$4,330.37
2021	\$1,067.66	\$1,295.64	\$638.09	\$319.04	\$3,320.43
2022	\$1,261.34	\$2,214.80	\$521.42	\$260.71	\$4,258.27
2023	\$1,368.25	\$684.71	\$61.59	\$30.79	\$2,145.34
2024					
	\$13,464.80	\$11,130.02	\$15,224.94	\$7,612.47	

SPECIAL OVER 7500: NA

TAX TOTALS: \$47,432.23

In-Rem Fee	\$275.00
Boarding Fee	\$1,130.00
Lawn & Snow Care	\$400.00
Appraisal Fee	\$242.00
Newspaper Sale ad	\$25.63
FEE & COST TOTAL: \$2,072.63	

GRAND TOTAL: \$49,504.86

<p>DISPOSITION:</p> <p>TO: _____</p> <p>ON _____</p> <p>TOTAL COSTS: <u>\$49,504.86</u></p> <p>SOLD / DONATED FOR: _____</p> <p>PROFIT OR (LOSS): _____</p>	<p style="text-align: center;">GENERAL RECEIPT NUMBERS</p> <p>NO: _____</p> <p>NO: _____</p>
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RACINE COUNTY - IN - REM

OFFER TO PURCHASE

Date 10/24/2024

Address 1907 Clark St
 Municipality City of Racine
 Parcel # 276-000017126000

Appraised Value \$ 32,000.00

Sale Made By: Over-the-Counter

Tax Principal On Books \$ 13,464.80

Purchase Price \$ 41,000.00

Name, address & phone number of Purchaser:
 WP Golden Properties LLC

Specials Over \$7,500 \$ -

Quit Claim Deed \$ 30.00

c/o Javier R Sanchez & Pedro Ruiz Sanchez
 731 Dillon Ct
 Grayslake IL 60030
 773-957-7550
 goldenremodeling@gmail.com

Specials \$ 11,130.02

Recording Fee \$ 2.00

Buyer is responsible for all future taxes, special assessments & charges as well as utility bills or fees that have not been applied to the tax roll.

Interest & Penalty \$ 22,837.41

Total Due \$ 41,032.00

Costs (In-Rem / Sale) \$ 2,072.63

Deposit \$ 41,032.00

Balance Due \$ -

TOTAL COSTS \$ 49,504.86

Recommend Approval
 Racine County Treasurer

Description of Property:

LOT 3, BLOCK 9, COLLEGE ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF. SAID LAND BEING IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

We, The Undersigned Finance Committee, By Virtue of Authority Vested in Us By The County Board of Racine County, Wisconsin

Disapprove

Date

Approve

Date



Office of County Treasurer

730 Wisconsin Avenue
Racine, WI 53403
262-636-3339
fax: 262-636-3279

RACINE COUNTY TREASURER'S OFFICE "OVER-THE-COUNTER" BID FORM

****Minimum Bid Amount Required****

Sale Property Address:

1907 Clark St, Racine WI, 53403

Sale Parcel/Tax Key #:

276-000017126000

Bid Offer Amount: *Offer must be minimum bid amount or higher to be considered valid bid.

\$ 41,000

Print the name(s) of the bidders. If you are bidding as an LLC, Corporation, or other entity, please print that as well on the line marked Business Entity or Organization.

*If your bid is accepted by the County Board, the name/entity you make your initial bid by will be the name/entity the Quit Claim Deed will be recorded under as the new owner on record.

Name(s): JAVIER R SANCHEZ Pedro Ruiz Sanchez

Business Entity / Organization:

Skip if you are bidding as an individual WP GOLDEN PROPERTIES LLC

Mailing Address of Bidder: 731 Dillon CT Grayslake, IL. 60030

Phone Number(s): 773-957-7550

Email Address: goldenremodelingg@gmail.com

Intended Use of Property

Explain in detail how you intend to use the property. Intended usage may be a determining factor in the County Board's approval of the sale.

Intends to use either as primary
or rental property.

Will this parcel be the primary residence of the buyer?

Check yes if you intend to move into the property with 1 year of purchase.

Check no if you do not intend to move in within 1 year or if this will be a rental or investment property.

Yes No

Predominant Use:

For questions regarding zoning requirements, contact the Racine County Zoning and Development Department at (262) 886-8440. For City of Racine parcels call the Racine City Planning Department at (262) 636-9151.

Single family Multi-Family Time Share Unit Agriculture

Commercial Utility Mfg/Telephone Co

Misc. (explain): _____

Please read the following statements and mark all applicable boxes.

I swear and certify that I do not owe delinquent real estate taxes to Racine County.

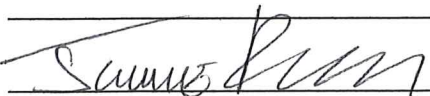
I swear and certify that I have no outstanding judgments, health, building, or zoning code violations.

I swear and certify that I am not a relative of the former owner of the above listed property.

I have read and understand the terms of sale for Over-the-Counter Sales.

I have not owned property that has been taken by Racine County in an In Rem Foreclosure Action in the previous five years.

Please disclose any additional properties owned by the person/s bidding, business entity, LLC, or Corporation under the bidder/s ownership or control. (Attach an Addendum if you can not fit them in the space provided).


Bidder's Signature

10-10-2024
Date Signed


Bidder's Signature

10-10-2024
Date Signed

Enclose a deposit in the form of a Certified Check, Cashier Check, or money order for the full amount of your bid, plus \$32 for recording the deed, made payable to the Racine County Treasurer.

**No business or personal checks will be accepted.*

Before signing and submitting your bid, make sure to completely read the Over-the-Counter Terms of Sale. The Terms of Sale can be found on the Racine County Treasurer's Website at <https://www.racinecounty.com/departments/county-treasurer/public-sale-of-properties-taken-in-tax-foreclosure> or it can be obtained from the County Treasurer's office at the counter.



Office of County Treasurer

730 Wisconsin Avenue
Racine, WI 53403
262-636-3339
fax: 262-636-3279

RACINE COUNTY TREASURER'S OFFICE "OVER-THE-COUNTER" BID FORM
****Minimum Bid Amount Required****

Sale Property Address:

1907 Clark St

Sale Parcel/Tax Key #:

274-000017126000

Bid Offer Amount: *Offer must be minimum bid amount or higher to be considered valid bid.

10-14-24
35,200 SD ~~33,000~~ thirty three thousand 00/00

Print the name(s) of the bidders. If you are bidding as an LLC, Corporation, or other entity, please print that as well on the line marked Business Entity or Organization.

*If your bid is accepted by the County Board, the name/entity you make your initial bid by will be the name/entity the Quit Claim Deed will be recorded under as the new owner on record.

Name(s): Sergio Duran

Business Entity / Organization:
Skip if you are bidding as an individual _____

Mailing Address of Bidder: 1333 Chatham St

Phone Number(s): 262 221 7635

Email Address: aerevingarcia@yahoo.com

Intended Use of Property

Explain in detail how you intend to use the property. Intended usage may be a determining factor in the County Board's approval of the sale.

Rehab property and provide newly remodeled homes
to families who are looking to purchase in the
City.

Will this parcel be the primary residence of the buyer?

Check yes if you intend to move into the property with 1 year of purchase.

Check no if you do not intend to move in within 1 year or if this will be a rental or investment property.

Yes No

Predominant Use:

For questions regarding zoning requirements, contact the Racine County Zoning and Development Department at (262) 886-8440. For City of Racine parcels call the Racine City Planning Department at (262) 636-9151.

Single family Multi-Family Time Share Unit Agriculture

Commercial Utility Mfg/Telephone Co

Misc. (explain): _____

Please read the following statements and mark all applicable boxes.

I swear and certify that I do not owe delinquent real estate taxes to Racine County.

I swear and certify that I have no outstanding judgments, health, building, or zoning code violations.

I swear and certify that I am not a relative of the former owner of the above listed property.

I have read and understand the terms of sale for Over-the-Counter Sales.

I have not owned property that has been taken by Racine County in an In Rem Foreclosure Action in the previous five years.

Please disclose any additional properties owned by the person/s bidding, business entity, LLC, or Corporation under the bidder/s ownership or control. (Attach an Addendum if you can not fit them in the space provided).

1333 Chatham St; 1305 Chatham St

Sergio Otero
Bidder's Signature

10-02-24
Date Signed

Bidder's Signature

Date Signed

Enclose a deposit in the form of a Certified Check, Cashier Check, or money order for the full amount of your bid, plus \$32 for recording the deed, made payable to the Racine County Treasurer.

**No business or personal checks will be accepted.*

Before signing and submitting your bid, make sure to completely read the Over-the-Counter Terms of Sale. The Terms of Sale can be found on the Racine County Treasurer's Website at <https://www.racinecounty.com/departments/county-treasurer/public-sale-of-properties-taken-in-tax-foreclosure> or it can be obtained from the County Treasurer's office at the counter.

ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: City of Racine

Updated: 10/16/2024

PARCEL # 276-00-00-19-049-000

IN REM ACTION #: 2023-1

ITEM #: 180

JUDGMENT DOC #: 2675008

JUDGEMENT DATE: 4/16/2024

LEGAL LOT 7, BLOCK 4, WOLFF'S ADDITION TO RACINE, BEING A SUBDIVISION OF PART OF THE DESCRIPTION: SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 23 EAST. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

PROP. ADDRESS: 1647 EDGEWOOD AVE

FORMER OWNER: WILLIE E. DICKSON & PATRICIA ANN REICHARDT

ASSESSED VALUE / 2023
 RESIDENTIAL
 Land: \$7,700.00
 IMP: \$50,300.00
TOTAL: \$58,000.00

FAIR MARKET VALUE 2023 \$64,300.00

APPRAISED VALUE: \$24,000.00
YEAR: 2024

TAX YEAR	NET TAX	SPECIAL	INT	PEN	TOTAL
2015	\$1,097.74	\$699.52	\$1,779.29	\$889.64	\$4,466.19
2016	\$1,085.24	\$930.77	\$1,753.93	\$876.96	\$4,646.90
2017	\$1,116.74	\$680.52	\$1,347.95	\$673.98	\$3,819.19
2018	\$1,184.18	\$1,134.28	\$1,460.63	\$730.32	\$4,509.41
2019	\$1,144.41	\$1,390.28	\$1,292.69	\$646.34	\$4,473.72
2020	\$1,257.41	\$3,582.74	\$1,887.66	\$943.83	\$7,671.64
2021	\$1,286.05	\$1,729.02	\$814.07	\$407.04	\$4,236.18
2022	\$1,261.34	\$1,190.81	\$367.83	\$183.91	\$3,003.89
2023	\$1,368.25	\$1,626.19	\$89.84	\$44.91	\$3,129.19
2024					
	\$10,801.36	\$12,964.13	\$10,793.89	\$5,396.93	

SPECIAL OVER 7500: NA

TAX TOTALS: \$39,956.31

In-Rem Fee	\$275.00
Boarding Fee	\$1,051.00
Lawn & Snow Care	\$400.00
Appraisal Fee	\$242.00
Newspaper Sale ad	\$25.63

FEE & COST TOTAL: \$1,993.63

GRAND TOTAL: \$41,949.94

<p>DISPOSITION: _____</p> <p>TO: _____</p> <p>ON _____</p> <p>TOTAL COSTS: <u>\$41,949.94</u></p> <p>SOLD / DONATED FOR: _____</p> <p>PROFIT OR (LOSS): _____</p>	<p style="text-align: center;">GENERAL RECEIPT NUMBERS</p> <p>NO: _____</p> <p>NO: _____</p>
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Office of County Treasurer

730 Wisconsin Avenue
Racine, WI 53403
262-636-3339
fax: 262-636-3279

RACINE COUNTY TREASURER'S OFFICE "OVER-THE-COUNTER" BID FORM

****Minimum Bid Amount Required****

Sale Property Address:

1647 Edgewood Ave., Racine WI 53404

Sale Parcel/Tax Key #:

276-000019049000

Bid Offer Amount: *Offer must be minimum bid amount or higher to be considered valid bid.

~~\$34,800~~ \$24,853

pv. 10/15/24

Print the name(s) of the bidders. If you are bidding as an LLC, Corporation, or other entity, please print that as well on the line marked Business Entity or Organization.

*If your bid is accepted by the County Board, the name/entity you make your initial bid by will be the name/entity the Quit Claim Deed will be recorded under as the new owner on record.

Name(s): Angel Figueroa Rios

Business Entity / Organization:
Skip if you are bidding as an individual _____

Mailing Address of Bidder: 4936 Oleander Dr., Wilmington NC 28403

Phone Number(s): (910) 352-7847

Email Address: angelelchango@gmail.com

Intended Use of Property

Explain in detail how you intend to use the property. Intended usage may be a determining factor in the County Board's approval of the sale.

The intends are to fix and live.

Will this parcel be the primary residence of the buyer?

Check yes if you intend to move into the property with 1 year of purchase.

Check no if you do not intend to move in within 1 year or if this will be a rental or investment property.

Yes No

Predominant Use:

For questions regarding zoning requirements, contact the Racine County Zoning and Development Department at (262) 886-8440. For City of Racine parcels call the Racine City Planning Department at (262) 636-9151.

Single family Multi-Family Time Share Unit Agriculture

Commercial Utility Mfg/Telephone Co

Misc. (explain): _____

Please read the following statements and mark all applicable boxes.

I swear and certify that I do not owe delinquent real estate taxes to Racine County.

I swear and certify that I have no outstanding judgments, health, building, or zoning code violations.

I swear and certify that I am not a relative of the former owner of the above listed property.

I have read and understand the terms of sale for Over-the-Counter Sales.

I have not owned property that has been taken by Racine County in an In Rem Foreclosure Action in the previous five years.

Please disclose any additional properties owned by the person/s bidding, business entity, LLC, or Corporation under the bidder/s ownership or control. (Attach an Addendum if you can not fit them in the space provided).

None

ANSEL FIGUEROA R.
Bidder's Signature

Oct. 11, 2024
Date Signed

ANSEL FIGUEROA R.
Bidder's Signature

Oct. 11, 2024
Date Signed

Enclose a deposit in the form of a Certified Check, Cashier Check, or money order for the full amount of your bid, plus \$32 for recording the deed, made payable to the Racine County Treasurer.

**No business or personal checks will be accepted.*

Before signing and submitting your bid, make sure to completely read the Over-the-Counter Terms of Sale. The Terms of Sale can be found on the Racine County Treasurer's Website at <https://www.racinecounty.com/departments/county-treasurer/public-sale-of-properties-taken-in-tax-foreclosure> or it can be obtained from the County Treasurer's office at the counter.

ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: City of Racine

Updated: 10/15/2024

PARCEL # 276-00-00-20-819-000

IN REM ACTION #: **2023-1**

ITEM #: 188

JUDGMENT DOC #: 2675008

JUDGEMENT DATE: 4/16/2024

LEGAL DESCRIPTION: THE EAST 40 FEET IN WIDTH OF THE WEST 80 FEET IN WIDTH OF LOTS 3 AND 4, B. PECK'S AND D. VAN VALKENBURG'S SUBDIVISIONS OF BLOCK 30, WRIGHT'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPTING THEREFROM THE NORTH 50 FEET OF THE EAST 100 FEET OF LOT 3. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN.

PROP. ADDRESS: 1108 ALBERT ST

FORMER OWNER: HARVESTER KIMMONS & GENEVA KIMMONS, HUSBAND & WIFE

ASSESSED VALUE / 2023
 RESIDENTIAL
 Land: \$12,200.00
 IMP: \$82,800.00
TOTAL: \$95,000.00

FAIR MARKET VALUE 2023 \$105,300.00

APPRAISED VALUE YEAR: 2024 \$37,000.00

TAX YEAR	NET TAX	SPECIAL	INT	PEN	TOTAL
2017	\$329.60	-	\$247.20	\$123.60	\$700.40
2018	\$245.99	-	\$154.97	\$77.49	\$478.45
2019	\$737.06	\$432.88	\$596.67	\$298.33	\$2,064.94
2020	\$843.84	\$820.69	\$649.17	\$324.58	\$2,638.28
2021	\$785.24	\$1,540.62	\$627.98	\$314.00	\$3,267.84
2022	\$792.91	\$934.80	\$259.16	\$129.58	\$2,116.45
2023	\$719.84	\$1,218.06	\$58.14	\$29.07	\$2,025.11
2024					
	\$4,454.48	\$4,947.05	\$2,593.29	\$1,296.65	

SPECIAL OVER 7500: NA

TAX TOTALS: \$13,291.47

In-Rem Fee	\$275.00
Boarding Fee	\$1,638.00
Lawn & Snow Care	\$400.00
Appraisal Fee	\$242.00
Newspaper Sale ad	\$25.63

FEE & COST TOTAL: \$2,580.63

GRAND TOTAL: \$15,872.10

<p>DISPOSITION: _____</p> <p>TO: _____</p> <p>ON: _____</p> <p>TOTAL COSTS: <u>\$15,872.10</u></p> <p>SOLD / DONATED FOR: _____</p> <p>PROFIT OR (LOSS): _____</p>	<p style="text-align: center;">GENERAL RECEIPT NUMBERS</p> <p>NO: _____</p> <p>NO: _____</p>
--	---

RACINE COUNTY - IN - REM

OFFER TO PURCHASE

Date 10/24/2024

Appraised Value \$ 37,000.00

Sale Made By: Over-the-Counter

Address 1108 Albert St
 Municipality City of Racine
 Parcel # 276-000020819000

Purchase Price \$ 37,000.00

Tax Principal On Books \$ 4,454.48

Quit Claim Deed \$ 30.00

Specials Over \$7,500 \$ -

Recording Fee \$ 2.00

Specials \$ 4,947.05

Total Due \$ 37,032.00

Interest & Penalty \$ 3,889.94

Deposit \$ 37,032.00

Costs (In-Rem / Sale) \$ 2,580.63

Balance Due \$ -

TOTAL COSTS \$ 15,872.10

Name, address & phone number of Purchaser:
 AGA Khan LLC
 318 110th Street
 Pleasant Prairie WI 53158
 773-886-3414
 agakhanllc@gmail.com

Buyer is responsible for all future taxes, special assessments & charges, as well as utility bills or fees that have not been applied to the tax roll.

Recommend Approval
 Racine County Treasurer



Description of Property:

THE EAST 40 FEET IN WIDTH OF THE WEST 80 FEET IN WIDTH OF LOTS 3 AND 4, B. PECK'S AND D. VAN VALKENBURG'S SUBDIVISIONS OF BLOCK 30, WRIGHT'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPTING THEREFROM THE NORTH 50 FEET OF THE EAST 100 FEET OF LOT 3. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN.

We, The Undersigned Finance Committee, By Virtue of Authority Vested In Us By The County Board of Racine County, Wisconsin

Disapprove _____ Date _____ Approve _____ Date _____



Office of County Treasurer

730 Wisconsin Avenue
Racine, WI 53403
262-636-3339
fax: 262-636-3279

RACINE COUNTY TREASURER'S OFFICE "OVER-THE-COUNTER" BID FORM
****Minimum Bid Amount Required****

Sale Property Address:

1108 Albert St., Racine WI 53404

Sale Parcel/Tax Key #:

Parcel: 276-000020819000

Bid Offer Amount: **Offer must be minimum bid amount or higher to be considered valid bid.*

\$37000

Print the name(s) of the bidders. If you are bidding as an LLC, Corporation, or other entity, please print that as well on the line marked Business Entity or Organization.

*If your bid is accepted by the County Board, the name/entity you make your initial bid by will be the name/entity the Quit Claim Deed will be recorded under as the new owner on record.

Name(s): AGA KHAN LLC

Business Entity / Organization:

Skip if you are bidding as an individual

Mailing Address of Bidder: 318 110TH STREET, PLEASANT PRAIRIE, WISCONSIN, 53158

Phone Number(s): 773 886 3414

Email Address: AGAKHANLLC@GMAIL.COM

Intended Use of Property

Explain in detail how you intend to use the property. Intended usage may be a determining factor in the County Board's approval of the sale.

RENTAL PROPERTY

Will this parcel be the primary residence of the buyer?

Check yes if you intend to move into the property with 1 year of purchase.

Check no if you do not intend to move in within 1 year or if this will be a rental or investment property.

Yes No

Predominant Use:

For questions regarding zoning requirements, contact the Racine County Zoning and Development Department at (262) 886-8440. For City of Racine parcels call the Racine City Planning Department at (262) 636-9151.

Single family Multi-Family Time Share Unit Agriculture

Commercial Utility Mfg/Telephone Co

Misc. (explain): _____

Please read the following statements and mark all applicable boxes.

I swear and certify that I do not owe delinquent real estate taxes to Racine County.

I swear and certify that I have no outstanding judgments, health, building, or zoning code violations.

I swear and certify that I am not a relative of the former owner of the above listed property.

I have read and understand the terms of sale for Over-the-Counter Sales.

I have not owned property that has been taken by Racine County in an In Rem Foreclosure Action in the previous five years.

Please disclose any additional properties owned by the person/s bidding, business entity, LLC, or Corporation under the bidder/s ownership or control. (Attach an Addendum if you can not fit them in the space provided).

1409 BUCHANAN STREET, RACINE

2223 54TH STREET, KENOSHA

Bidder's Signature



Date Signed

10-10-2024

Bidder's Signature

Date Signed

Enclose a deposit in the form of a Certified Check, Cashier Check, or money order for the full amount of your bid, plus \$32 for recording the deed, made payable to the Racine County Treasurer.

**No business or personal checks will be accepted.*

Before signing and submitting your bid, make sure to completely read the Over-the-Counter Terms of Sale. The Terms of Sale can be found on the Racine County Treasurer's Website at <https://www.racinecounty.com/departments/county-treasurer/public-sale-of-properties-taken-in-tax-foreclosure> or it can be obtained from the County Treasurer's office at the counter.

ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: City of Racine

Updated: 10/15/2024

PARCEL # 276-00-00-13-949-000

IN REM ACTION #: 2023-1

ITEM #: 146

JUDGMENT DOC #: 2675008

JUDGEMENT DATE: 4/16/2024

LEGAL DESCRIPTION: LOT 19, BLOCK 3, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY ADJACENT THERETO, ALL IN ALTERATION PLAT OF J.I. CASE SUBDIVISION, ACCORDING TO THE RECORDED LOT THEREOF. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN.

PROP. ADDRESS: 1937 CASE AVE

FORMER OWNER: CURTIN HOMES, LLC

ASSESSED VALUE / 2023
 RESIDENTIAL
 Land: \$9,400.00
 IMP: -
TOTAL: \$9,400.00

FAIR MARKET VALUE 2023 \$10,400.00

APPRAISED VALUE: \$4,500.00
YEAR: 2024

TAX YEAR	NET TAX	SPECIAL	INT	PEN	TOTAL
2012	\$301.78	\$268.46	\$769.82	\$384.91	\$1,724.97
2013	\$308.74	\$62.37	\$456.47	\$228.23	\$1,055.81
2015	\$78.12	-	\$77.34	\$38.67	\$194.13
2016	\$285.03	\$67.84	\$307.00	\$153.50	\$813.37
2017	\$278.43	\$68.87	\$260.47	\$130.24	\$738.01
2018	\$274.16	\$263.00	\$338.41	\$169.21	\$1,044.78
2019	\$258.90	\$549.24	\$412.15	\$206.08	\$1,426.37
2020	\$259.44	\$497.72	\$295.29	\$147.65	\$1,200.10
2021	\$265.47	\$393.78	\$178.00	\$89.00	\$926.25
2022	\$235.48	\$1,084.64	\$198.01	\$99.01	\$1,617.14
2023	\$233.74	\$89.00	\$9.68	\$4.85	\$337.27
2024					
	\$2,779.29	\$3,344.92	\$3,302.64	\$1,651.35	

SPECIAL OVER 7500: NA

TAX TOTALS: \$11,078.20

In-Rem Fee	\$275.00
Lawn & Snow Care	\$460.00
Appraisal Fee	\$242.00
Newspaper Sale ad	\$25.63

FEE & COST TOTAL: \$1,002.63

GRAND TOTAL: \$12,080.83

<p>DISPOSITION: _____</p> <p>TO: _____</p> <p>ON: _____</p> <p>TOTAL COSTS: <u>\$12,080.83</u></p> <p>SOLD / DONATED FOR: _____</p> <p>PROFIT OR (LOSS): _____</p>	<p style="text-align: center;">GENERAL RECEIPT NUMBERS</p> <p>NO: _____</p> <p>NO: _____</p>
--	---

RACINE COUNTY - IN - REM

OFFER TO PURCHASE

Date 10/24/2024

Address 1937 Case Ave
 Municipality City of Racine
 Parcel # 276-000013949000

Appraised Value \$ 4,500.00

Purchase Price \$ 4,500.00

Tax Principal On Books \$ 2,779.29

Quit Claim Deed \$ 30.00

Specials Over \$7,500 \$ -

Recording Fee \$ 2.00

Specials \$ 3,344.92

Total Due \$ 4,532.00

Interest & Penalty \$ 4,953.99

Deposit \$ 4,532.00

Costs (In-Rem / Sale) \$ 1,002.63

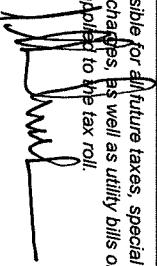
Balance Due \$ -

TOTAL COSTS \$ 12,080.83

Sale Made By: Over-the-Counter

Name, address & phone number of Purchaser:
 CHD Contracting LLC
 PO Box 393
 Sturtevant WI 53177
 CHDcontracting@gmail.com

Buyer is responsible for all future taxes, special assessments & charges, as well as utility bills or fees that have not been applied to the tax roll.



Recommend Approval
 Racine County Treasurer

Description of Property:
 LOT 19, BLOCK 3, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY ADJACENT THERETO, ALL IN ALTERATION PLAT OF J.I. CASE SUBDIVISION, ACCORDING TO THE RECORDED LOT THEREOF. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN.

We, The Undersigned Finance Committee, By Virtue of Authority Vested In Us By The County Board of Racine County, Wisconsin

Disapprove _____ Date _____ Approve _____ Date _____



Office of County Treasurer

730 Wisconsin Avenue
 Racine, WI 53403
 262-636-3339
 fax: 262-636-3279

RACINE COUNTY TREASURER'S OFFICE "OVER-THE-COUNTER" BID FORM

****Minimum Bid Amount Required****

Sale Property Address:

1937 Case Ave.

Sale Parcel/Tax Key #:

276-000013949000

Bid Offer Amount: *Offer must be minimum bid amount or higher to be considered valid bid.

\$4500.00

Print the name(s) of the bidders. If you are bidding as an LLC, Corporation, or other entity, please print that as well on the line marked Business Entity or Organization.

*If your bid is accepted by the County Board, the name/entity you make your initial bid by will be the name/entity the Quit Claim Deed will be recorded under as the new owner on record.

Name(s):

Business Entity / Organization:

Skip if you are bidding as an individual

CHD Contracting, LLC

Mailing Address of Bidder:

PO Box 393, Sturtevant, WI 53177

Phone Number(s):

Email Address:

CHDContracting@gmail.com

Intended Use of Property

Explain in detail how you intend to use the property. Intended usage may be a determining factor in the County Board's approval of the sale.

Any lawful business purpose

Will this parcel be the primary residence of the buyer?

Check yes if you intend to move into the property with 1 year of purchase.

Check no if you do not intend to move in within 1 year or if this will be a rental or investment property.

Yes No

Predominant Use:

For questions regarding zoning requirements, contact the Racine County Zoning and Development Department at (262) 886-8440. For City of Racine parcels call the Racine City Planning Department at (262) 636-9151.

Single family Multi-Family Time Share Unit Agriculture

Commercial Utility Mfg/Telephone Co

Misc. (explain): _____

Please read the following statements and mark all applicable boxes.

I swear and certify that I do not owe delinquent real estate taxes to Racine County.

I swear and certify that I have no outstanding judgments, health, building, or zoning code violations.


I swear and certify that I am not a relative of the former owner of the above listed property.

I have read and understand the terms of sale for Over-the-Counter Sales.

I have not owned property that has been taken by Racine County in an In Rem Foreclosure Action in the previous five years.

Please disclose any additional properties owned by the person/s bidding, business entity, LLC, or Corporation under the bidder/s ownership or control. (Attach an Addendum if you can not fit them in the space provided).

NA


Bidder's Signature member of CHD Contracting, LLC

10/15/24
Date Signed

Bidder's Signature

Date Signed

Enclose a deposit in the form of a Certified Check, Cashier Check, or money order for the full amount of your bid, plus \$32 for recording the deed, made payable to the Racine County Treasurer.

**No business or personal checks will be accepted.*

Before signing and submitting your bid, make sure to completely read the Over-the-Counter Terms of Sale. The Terms of Sale can be found on the Racine County Treasurer's Website at <https://www.racinecounty.com/departments/county-treasurer/public-sale-of-properties-taken-in-tax-foreclosure> or it can be obtained from the County Treasurer's office at the counter.

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2024</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
------------------	-------------------------------------	---

Requestor/Originator: Public Works - Roley Behm / Chad Sampson

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading)
 If a person is not in attendance the item may be held over. Roley Behm / Chad Sampson

Does the County Executive know of this request: Yes

If position related, does the HR Director know of this request: N/A

Does this request propose the expenditure, receipt, or transfer of funds? No
 If YES, fiscal note is required. Fiscal note must be created by Finance, HSD Fiscal, or PWDS Accounting

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 10/24/2024 **Date of County Board Meeting to be Introduced:** 11/4/2024

1st Reading: **1st & 2nd Reading:** *

***For 1st & 2nd Reading, does the FHR Chair approve:** _____

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorizing the leasing of four county owned parcels of land for farming purposes for the years 2025 - 2028.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

Funds will be deposited into the Rent - Farm Land Lease 11000000.320510 account

Lessee	Site	No. of Acres	Cost per Acre	Revenue per Year
Robert Grove	<i>Nicholson RD W</i>	26.9	\$115.00	\$3,093.50
Robert Grove	<i>Six Mile Road</i>	10.6	\$80.00	\$848.00
Robert Grove	<i>Seven Mile Road</i>	13.2	\$80.00	\$1,056.00
Mike Weinkauf	<i>Academy Road</i>	5.6	\$80.00	\$448.00
Waterford Union H.S.	<i>Krueger Site</i>	16.3	\$1.00	\$16.30

Site	Yearly Lease	Four Year Lease
<i>Nicholson RD W</i>	\$3,093.50	\$12,374.00
<i>Six Mile Road</i>	\$848.00	\$3,392.00
<i>Seven Mile Road</i>	\$1,056.00	\$4,224.00
<i>Academy Road</i>	\$448.00	\$1,792.00
<i>Krueger Site</i>	\$16.30	\$65.20
Total Revenue	\$5,461.80	\$21,847.20

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

REASONS

FOR	AGAINST

DATE: October 24, 2024

TO: Supervisor Don Trottier
Chairman, Finance and Human Resource Committee

FROM: Chad Sampson
Land Resources Manager

RE: Farmland Leases on Racine County Land (2025 – 2028)

The Racine County Land and Water Conservation Department assists with the farmland lease process on County owned cropland. There are five sites of which four of them are land locked. The only site that is not land locked only received one bid. The leases are four-year agreements (2025 – 2028) as follows:

Grove Farms will be leasing the 6 Mile Road and 7 Mile Road sites at \$80 per acre and the Nicholson Road site at \$115 per acre.

Frost Farms will be leasing the Academy Road site for \$80 per acre.

Waterford Union High School FFA is leasing the Krueger Site at \$1 per acre for the purpose of education for the FFA students.

Resolution No. 2024-XX

**RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE
AUTHORIZING THE LEASING OF FIVE COUNTY-OWNED PARCELS OF LAND FOR
FARMING PURPOSES, FOR THE YEARS 2025-2028**

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that a lease for the following property, where competitive bids were received, be granted to Racine County at the following bid price and as set forth in Exhibit "A", that is attached hereto and incorporated herein, is authorized and approved.

NICHOLSON ROAD WEST site containing approximately 26.9 acres of Root River Parkway in the Village of Caledonia, to Robert Grove at the bid price of \$115.00 per acre for a total of \$3,093.50 per year (Four Year Total \$12,374.00).

SIX MILE ROAD site consisting of two parcels containing a total of 10.6 acres of land located in the Village of Caledonia, to Robert Grove at the bid price of \$80.00 per acre for a total of \$848.00 per year (Four Year Total \$3,392.00).

SEVEN MILE ROAD site consisting of two parcels containing a total of 13.2 acres of land located in the Village of Caledonia, to Robert Grove at the bid price of \$80.00 per acre for a total of \$1,056.00 (Four Year Total \$4,224.00).

ACADEMY ROAD site containing a total of 5.6 acres of land located in the Village of Rochester, to Frost Farms at the bid price of \$80.00 per acre for a total of \$448.00 (Four Year Total \$1,792.00).

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that leases for the following properties, which have received special consideration, be granted to the following persons at the negotiated price:

KRUEGER site containing approximately 16.3 acres of land in the Village of Rochester, to Waterford Union High School District for a total of \$1.00 per acre for a total of \$16.30 (Four Year Total \$65.20) as per Resolution No. 83-247.

5 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the
6 terms of the leases shall include:
7

- 8 1. That the leases shall be for a four-year period (2025, 2026, 2027 and 2028);
9
10 2. That lessees shall have access to these parcels upon adopting of this resolution or,
11 when said lessees are succeeding a previous lease, at the end of the 2024 growing
12 season.
13
14 3. Such other terms and conditions as the Racine County Corporation Counsel and the
15 Public Works and Development Services Director deem necessary and appropriate.
16

17 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that any
18 two of the Racine County Clerk, County Board Chairman and the County Executive are
19 authorized and directed to execute leases for the above-listed parcels.
20

21 Respectfully submitted,

22
23 1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

24
25 2nd Reading _____

26
27 BOARD ACTION _____

Don Trottier, Chairman

28 Adopted _____

29 For _____

30 Against _____

31 Absent _____

Robert Miller, Vice-Chairman

32
33 VOTE REQUIRED: Majority

Jody Spencer, Secretary

34
35 Prepared by:
36 Corporation Counsel

Jason Eckman

Renee Kelly

Brett Nielson

37
38
39
40
41
42
43
44
45 **The foregoing legislation adopted by the County Board of Supervisors of
46 Racine County, Wisconsin, is hereby:**

47 **Approved:** _____

48 **Vetoed:** _____

49
50 **Date:** _____,
51

52
53 _____
54 **Tom Roanhouse, County Executive**
55
56
57

1 Resolution No. 2024-XX
2 Page Three

3
4
5 This certificate of publication, in compliance with State Statutes, is available at the
6 Racine County Public Works and Development Services Department.

7
8
9 **Information Only**

10
11
12 **WHEREAS**, Racine County has adopted a uniform leasing policy for County-owned
13 lands; and

14
15 **WHEREAS**, pursuant to this policy and previously adopted resolutions, the Racine
16 County Public Works and Development Services Department has solicited bids for those
17 parcels accessible via public roads; and

18
19 **WHEREAS**, the bids and negotiated proposals have been received and reviewed; and

20
21 **WHEREAS**, with the granting of these leases, Racine County continues the four-year
22 lease program, all with the same beginning and ending sequence, as established by
23 Resolution No. 87-132.

24
25 **WHEREAS**, Racine County and/or the farmland tenant reserve the right to terminate
26 said contract if there is non-compliance with the lease terms or for any other reason
27 deemed appropriate by the Finance and Human Resources Committee.
28

Resolution No. 2024-XX
Exhibit "A"

FISCAL NOTE

Funds will be deposited into the Rent - Farm Land Lease 11000000.320510 account:

Lessee	Site	No. of Acres	Cost per Acre	Total Revenue per Year
Robert Grove	<i>Nicholson RD W</i>	26.9	\$115.00	\$3,093.50
Robert Grove	<i>Six Mile Road</i>	10.6	\$80.00	\$848.00
Robert Grove	<i>Seven Mile Road</i>	13.2	\$80.00	\$1,056.00
Mike Weinkauf	<i>Academy Road</i>	5.6	\$80.00	\$448.00
Waterford Union H.S.	<i>Krueger Site</i>	16.30	\$1.00	\$16.30

Site	Yearly Lease	Four Year Lease
<i>Nicholson RD W</i>	\$3,093.50	\$12,374.00
<i>Six Mile Road</i>	\$848.00	\$3,392.00
<i>Seven Mile Road</i>	\$1,056.00	\$4,224.00
<i>Academy Road</i>	\$448.00	\$1,792.00
<i>Krueger Site</i>	\$16.30	\$65.20
Total Revenue	\$5,461.80	\$21,847.20

These leases are for 4 years – 2025, 2026, 2027, 2028

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinances and fiscal information supplied, your Finance Committee recommends FOR - AGAINST adoption.

REASONS

FOR

AGAINST

**CASH FARMLAND LEASE
Seven Mile Road Site**

I. DATE, CONTRACTING PARTIES, PROPERTY DESCRIPTION, TERMS, AND EXTENT OF THE LEASE.

1. This Lease is made on this 12th day of November, 2024, between RACINE COUNTY, a quasi-municipal corporation (hereinafter called the LESSOR) and Robert Grove (hereinafter called the LESSEE).
2. The LESSOR, in consideration of the agreements with the LESSEE hereinafter set forth, hereby leases to the LESSEE to occupy and use for agricultural purposes only, farmland containing approximately 13.2 acres, located in Racine County, Wisconsin, parcel identification numbers 104042203024000 and 104042203035000 (hereinafter referred to as the PREMISES).
3. The term of this Lease shall be for four (4) years, which includes the 2025, 2026, 2027, and 2028 growing seasons.
4. The terms of this Lease shall be binding on the heirs, personal representatives, successors, and assigns of both the LESSOR and the LESSEE, in the same manner as upon the original parties.
5. The LESSEE shall neither assign this Lease to any person or persons, nor sublet any part of the real estate for any purpose without written consent of the LESSOR.
6. No Partnership Established. The terms of this Lease shall not be construed as establishing a partnership relation between the LESSOR and the LESSEE, and neither party is to be held liable for any debts or obligations incurred by the other without written consent.

II. AMOUNT OF RENT, PAYMENT SCHEDULE, AND OVERDUE PAYMENTS.

1. The annual cash rent for the PREMISES to be paid by the LESSEE to the LESSOR is One Thousand Fifty Six and 00/100 dollars (\$1,056.00) to be paid as follows: Seventy-five percent (75%) of the annual cash rent is payable by April 1, and the remaining twenty-five percent (25%) of the annual cash rent is payable by December 15th of each year. The rent is payable at Racine County Public Works and Development Services Development, located at 14200 Washington Avenue, Sturtevant, Wisconsin, 53177.
2. Overdue rental payments shall bear interest at the annual effective rate of fifteen percent (15%).

III. RIGHTS AND PRIVILEGES

1. The LESSOR or anyone designated by it shall have the right of entry at any reasonable time to inspect the PREMISES and/or the farming methods being used.
2. The LESSEE shall avoid cutting live nor fallen trees and shall not market timber, gravel, or any other part of the PREMISES without the written consent of the LESSOR. The LESSEE shall not have any above or below ground mineral rights.
3. The LESSEE shall have the right to erect, maintain, and remove at his expense, temporary fence and moveable buildings on the PREMISES, provided that the erection and removal of such fence or buildings do not damage the LESSOR's property in any way. Any type of temporary or other housing is prohibited on the PREMISES.
4. If this Lease is terminated before the end of the normal production year, the LESSEE shall have the right of entry for the purpose of harvesting crops seeded before termination of the Lease in accordance with normal farm practices, or to sell his interest in such annual crops to either the LESSOR or to the succeeding LESSEE, provided that the LESSEE does not interfere with normal field operations of the succeeding season. If the LESSEE, in view of approaching termination of the Lease, fails to plant crops in a timely manner and in accordance with accepted farming practices, the LESSOR or its designated agent shall have the right of entry to declare the contract void and payments forfeited.
5. If the Lease is terminated by the LESSOR before the LESSEE shall have obtained the benefits from any labor or formerly agreed upon expense he incurred in operating the farm, pursuant to this Lease, during the current growing season, the LESSOR shall reimburse the LESSEE for such labor or expense.
6. In the event that any portion of the PREMISES is sold by the LESSOR, the LESSEE shall be reimbursed for the fair market value of crops planted on that portion of the PREMISES. Fair market value shall be based on average yield of the remaining portion of the farm harvested.

IV. LESSOR AGREES AS FOLLOWS:

1. Taxes and Insurance: To pay all the taxes and assessments against the real estate, all taxes on the LESSOR's personal property on the PREMISES, and at the LESSOR's option, premiums for the insurance carried on any LESSOR-owned buildings located on the PREMISES.

V. LESSEE AGREES AS FOLLOWS:

1. The LESSEE shall furnish all labor and material for any necessary minor repairs and for minor improvements to any buildings, fences, or drains on the PREMISES.

The LESSEE shall keep the buildings, fences, and other improvements on the PREMISES in the same state of repair and condition as they were at the beginning of the Lease, or as they may be improved during the term of the Lease, with ordinary wear and tear excepted.

2. The LESSEE shall haul to the PREMISES, except when other arrangements are agreed to with the LESSOR, any material provided by the LESSOR for the minor repair or the minor improvement of buildings, fences, and drains, and do all the necessary hauling on the PREMISES at no expense to the LESSOR.
3. The LESSEE shall cut, spray, or otherwise control noxious weeds before they go to seed; cut or control weeds in lots, around buildings, and along roadsides whenever necessary to prevent re-seeding. "Noxious weeds" are those defined in the Wisconsin Statutes and public notes.
4. The LESSEE shall farm the PREMISES in conformance with a conservation plan of operations. This plan must specify crop rotation, nutrient and pest management, tillage methods, and specific best management practices. The LESSEE must meet with Land Conservation staff to develop a conservation plan to meet tolerable soil loss levels, achieve water quality goals and meet resource needs. This plan must be approved by the County Conservationist.
5. The LESSEE shall not add electrical wiring, plumbing, or heating to any buildings without the consent of the LESSOR. If consent is given, such additions must meet standards and requirements of applicable laws, ordinances, and codes. The LESSEE agrees to the designation of areas on the PREMISES to be set aside by the LESSOR for the operation of snowmobiles and cross-country skiing, and the LESSEE takes the PREMISES subject to this easement for winter activities. The LESSEE agrees to inform the LESSOR if the LESSEE has applied or intends to apply to the PREMISES Atrazine, Treflan or similar chemicals, which can effect the crops grown in succeeding years. The LESSEE will also inform the LESSOR as to crops grown or intended to be grown on the PREMISES.
6. The LESSEE is responsible for damage to the PREMISES arising out of negligence of the LESSEE with ordinary wear and tear excepted.
7. The LESSEE is to develop and follow a certified nutrient management plan in accordance with the NRCS 590 Standard. A copy of the plan is to be provided to the LESSOR every four (4) years. Failure to submit a certified nutrient management plan will make the LESSEE ineligible to bid in the next lease cycle.

8. If the LESSEE is not the adjacent owner to this landlocked parcel, the LESSEE must submit to LESSOR proof of easement from adjacent property owner which grants access to the landlocked parcel.

VI. MISCELLANEOUS

1. Alterations. The LESSEE shall make no alterations to the leased PREMISES without the LESSOR's written consent, which consent shall not be unreasonably withheld.
2. Fire or Other Casualty. Inasmuch as the PREMISES are leased primarily for farming purposes, the rental herein provided shall not abate in the event of fire or other casualty which shall destroy all or part of the PREMISES.
3. Condition of Premises at Termination. At the expiration of this lease, the LESSEE will quit and surrender the PREMISES in the same state of repair and condition as they were at the beginning of the lease, or as they may be improved during the term of the lease, with ordinary wear and tear expected.
4. Claim for Injuries. The LESSEE shall purchase a general liability policy effective upon execution of the contract covering farming operations. The LESSEE shall name the LESSOR as an additional insured and demonstrate evidence of purchase of said insurance at the time of payment of rent.
5. Indemnification by LESSEE: LESSEE agrees to protect and save the LESSOR harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by the LESSEE or those holding under the LESSEE. LESSEE further agrees to protect, indemnify, and save the LESSOR harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands, and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR, arising out of any failure of the LESSEE in any respect to comply with and perform all of the requirements and provisions of this lease, and against any and all loss, damage expense, liabilities, demands, and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR resulting from injury of death of persons or damage to property, including without limitation the person and property of the LESSEE, its agents, employees, and invites, occurring on the leased PREMISES or on the adjoining sidewalks, streets, alleys, or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the leased PREMISES, or any part thereof, or any improvement now or hereafter located thereon by the LESSEE or any person holding under the LESSEE. LESSEE further agrees to indemnify and hold LESSOR harmless against any and all liabilities which may arise by virtue of environmental degradation of the leased PREMISES or surrounding area caused by actions or omissions of LESSEE. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited

to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by the LESSEE. Liability shall also extend to any claims filed against Racine County or to the LESSEE by third-parties alleging damages to such parties arising out of the actions of the LESSEE.

6. Insurance: The LESSEE shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the LESSOR covering the leased PREMISES and providing coverage with combined single limits of \$2,000,000 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event the LESSOR reasonably anticipates that such coverage is inadequate, the LESSEE shall, upon written request of the LESSOR, increase such insurance to amounts reasonably requested by the LESSOR. Such policy shall name the LESSOR as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to the LESSOR prior to the execution of this lease for review and approval by the Racine County Public Works and Development Services Department.

VII. TERMINATION OF AGREEMENT

1. Grounds upon Default. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this Lease, shall constitute grounds for termination thereof, at the option of either party.
2. Lessor Option to Terminate. The LESSOR reserves the right to terminate this lease during the term of the Lease if the LESSOR wishes to sell all or part of the PREMISES or use the PREMISES for some other County purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

RACINE COUNTY

LESSEE

by: _____

Name

by: _____

Address

City, State, Zip

Name

Address

City, State, Zip

**CASH FARMLAND LEASE
Six Mile Road Site**

I. DATE, CONTRACTING PARTIES, PROPERTY DESCRIPTION, TERMS, AND EXTENT OF THE LEASE.

1. This Lease is made on this 12th day of November, 2024, between RACINE COUNTY, a quasi-municipal corporation (hereinafter called the LESSOR) and Robert Grove (hereinafter called the LESSEE).
2. The LESSOR, in consideration of the agreements with the LESSEE hereinafter set forth, hereby leases to the LESSEE to occupy and use for agricultural purposes only, farmland containing approximately 10.6 acres, located in Racine County, Wisconsin, parcel identification number 104042211036000 (hereinafter referred to as the PREMISES).
3. The term of this Lease shall be for four (4) years, which includes the 2025, 2026, 2027, and 2028 growing seasons.
4. The terms of this Lease shall be binding on the heirs, personal representatives, successors, and assigns of both the LESSOR and the LESSEE, in the same manner as upon the original parties.
5. The LESSEE shall neither assign this Lease to any person or persons, nor sublet any part of the real estate for any purpose without written consent of the LESSOR.
6. No Partnership Established. The terms of this Lease shall not be construed as establishing a partnership relation between the LESSOR and the LESSEE, and neither party is to be held liable for any debts or obligations incurred by the other without written consent.

II. AMOUNT OF RENT, PAYMENT SCHEDULE, AND OVERDUE PAYMENTS.

1. The annual cash rent for the PREMISES to be paid by the LESSEE to the LESSOR is Eight Hundred Forty Eight and 00/100 dollars (\$848.00) to be paid as follows: seventy-five percent (75%) of the annual cash rent is payable by April 1, and the remaining twenty-five percent (25%) of the annual cash rent is payable by December 15th of each year. The rent is payable at Racine County Public Works and Development Services Development, located at 14200 Washington Avenue, Sturtevant, Wisconsin, 53177.
2. Overdue rental payments shall bear interest at the annual effective rate of fifteen percent (15%).

III. RIGHTS AND PRIVILEGES

1. The LESSOR or anyone designated by it shall have the right of entry at any reasonable time to inspect the PREMISES and/or the farming methods being used.
2. The LESSEE shall avoid cutting live nor fallen trees and shall not market timber, gravel, or any other part of the PREMISES without the written consent of the LESSOR. The LESSEE shall not have any above or below ground mineral rights.
3. The LESSEE shall have the right to erect, maintain, and remove at his expense, temporary fence and moveable buildings on the PREMISES, provided that the erection and removal of such fence or buildings do not damage the LESSOR's property in any way. Any type of temporary or other housing is prohibited on the PREMISES.
4. If this Lease is terminated before the end of the normal production year, the LESSEE shall have the right of entry for the purpose of harvesting crops seeded before termination of the Lease in accordance with normal farm practices, or to sell his interest in such annual crops to either the LESSOR or to the succeeding LESSEE, provided that the LESSEE does not interfere with normal field operations of the succeeding season. If the LESSEE, in view of approaching termination of the Lease, fails to plant crops in a timely manner and in accordance with accepted farming practices, the LESSOR or its designated agent shall have the right of entry to declare the contract void and payments forfeited.
5. If the Lease is terminated by the LESSOR before the LESSEE shall have obtained the benefits from any labor or formerly agreed upon expense he incurred in operating the farm, pursuant to this Lease, during the current growing season, the LESSOR shall reimburse the LESSEE for such labor or expense.
6. In the event that any portion of the PREMISES is sold by the LESSOR, the LESSEE shall be reimbursed for the fair market value of crops planted on that portion of the PREMISES. Fair market value shall be based on average yield of the remaining portion of the farm harvested.

IV. LESSOR AGREES AS FOLLOWS:

1. Taxes and Insurance: To pay all the taxes and assessments against the real estate, all taxes on the LESSOR's personal property on the PREMISES, and at the LESSOR's option, premiums for the insurance carried on any LESSOR-owned buildings located on the PREMISES.

V. LESSEE AGREES AS FOLLOWS:

1. The LESSEE shall furnish all labor and material for any necessary minor repairs and for minor improvements to any buildings, fences, or drains on the PREMISES.

The LESSEE shall keep the buildings, fences, and other improvements on the PREMISES in the same state of repair and condition as they were at the beginning of the Lease, or as they may be improved during the term of the Lease, with ordinary wear and tear excepted.

2. The LESSEE shall haul to the PREMISES, except when other arrangements are agreed to with the LESSOR, any material provided by the LESSOR for the minor repair or the minor improvement of buildings, fences, and drains, and do all the necessary hauling on the PREMISES at no expense to the LESSOR.
3. The LESSEE shall cut, spray, or otherwise control noxious weeds before they go to seed; cut or control weeds in lots, around buildings, and along roadsides whenever necessary to prevent re-seeding. "Noxious weeds" are those defined in the Wisconsin Statutes and public notes.
4. The LESSEE shall farm the PREMISES in conformance with a conservation plan of operations. This plan must specify crop rotation, nutrient and pest management, tillage methods, and specific best management practices. The LESSEE must meet with Land Conservation staff to develop a conservation plan to meet tolerable soil loss levels, achieve water quality goals and meet resource needs. This plan must be approved by the County Conservationist.
5. The LESSEE shall not add electrical wiring, plumbing, or heating to any buildings without the consent of the LESSOR. If consent is given, such additions must meet standards and requirements of applicable laws, ordinances, and codes. The LESSEE agrees to the designation of areas on the PREMISES to be set aside by the LESSOR for the operation of snowmobiles and cross-country skiing, and the LESSEE takes the PREMISES subject to this easement for winter activities. The LESSEE agrees to inform the LESSOR if the LESSEE has applied or intends to apply to the PREMISES Atrazine, Treflan or similar chemicals, which can effect the crops grown in succeeding years. The LESSEE will also inform the LESSOR as to crops grown or intended to be grown on the PREMISES.
6. The LESSEE is responsible for damage to the PREMISES arising out of negligence of the LESSEE with ordinary wear and tear excepted.
6. The LESSEE is to develop and follow a certified nutrient management plan in accordance with the NRCS 590 Standard. A copy of the plan is to be provided to the LESSOR every four (4) years. Failure to submit a certified nutrient management plan will make the LESSEE ineligible to bid in the next lease cycle.

8. If the LESSEE is not the adjacent owner to this landlocked parcel, the LESSEE must submit to LESSOR proof of easement from adjacent property owner which grants access to the landlocked parcel.

VI. MISCELLANEOUS

1. Alterations. The LESSEE shall make no alterations to the leased PREMISES without the LESSOR's written consent, which consent shall not be unreasonably withheld.
2. Fire or Other Casualty. Inasmuch as the PREMISES are leased primarily for farming purposes, the rental herein provided shall not abate in the event of fire or other casualty which shall destroy all or part of the PREMISES.
3. Condition of Premises at Termination. At the expiration of this lease, the LESSEE will quit and surrender the PREMISES in the same state of repair and condition as they were at the beginning of the lease, or as they may be improved during the term of the lease, with ordinary wear and tear expected.
4. Claim for Injuries. The LESSEE shall purchase a general liability policy effective upon execution of the contract covering farming operations. The LESSEE shall name the LESSOR as an additional insured and demonstrate evidence of purchase of said insurance at the time of payment of rent.
5. Indemnification by LESSEE: LESSEE agrees to protect and save the LESSOR harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by the LESSEE or those holding under the LESSEE. LESSEE further agrees to protect, indemnify, and save the LESSOR harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands, and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR, arising out of any failure of the LESSEE in any respect to comply with and perform all of the requirements and provisions of this lease, and against any and all loss, damage expense, liabilities, demands, and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR resulting from injury of death of persons or damage to property, including without limitation the person and property of the LESSEE, its agents, employees, and invites, occurring on the leased PREMISES or on the adjoining sidewalks, streets, alleys, or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the leased PREMISES, or any part thereof, or any improvement now or hereafter located thereon by the LESSEE or any person holding under the LESSEE. LESSEE further agrees to indemnify and hold LESSOR harmless against any and all liabilities which may arise by virtue of environmental degradation of the leased PREMISES or surrounding area caused by actions or omissions of LESSEE. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited

to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by the LESSEE. Liability shall also extend to any claims filed against Racine County or to the LESSEE by third-parties alleging damages to such parties arising out of the actions of the LESSEE.

6. Insurance: The LESSEE shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the LESSOR covering the leased PREMISES and providing coverage with combined single limits of \$2,000,000 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event the LESSOR reasonably anticipates that such coverage is inadequate, the LESSEE shall, upon written request of the LESSOR, increase such insurance to amounts reasonably requested by the LESSOR. Such policy shall name the LESSOR as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to the LESSOR prior to the execution of this lease for review and approval by the Racine County Public Works and Development Services Department.

VII. TERMINATION OF AGREEMENT

1. Grounds upon Default. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this Lease, shall constitute grounds for termination thereof, at the option of either party.
2. Lessor Option to Terminate. The LESSOR reserves the right to terminate this lease during the term of the Lease if the LESSOR wishes to sell all or part of the PREMISES or use the PREMISES for some other County purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

RACINE COUNTY

LESSEE

by: _____

Name

by: _____

Address

City, State, Zip

Name

Address

City, State, Zip

**CASH FARMLAND LEASE
Nicholson Road West Site**

I. DATE, CONTRACTING PARTIES, PROPERTY DESCRIPTION, TERMS, AND EXTENT OF THE LEASE.

1. This Lease is made on this 12th day of November, 2024, between RACINE COUNTY, a quasi-municipal corporation (hereinafter called the LESSOR) and Robert Grove (hereinafter called the LESSEE).
2. The LESSOR, in consideration of the agreements with the LESSEE hereinafter set forth, hereby leases to the LESSEE to occupy and use for agricultural purposes only, farmland containing approximately 26.9 acres, located in Racine County, Wisconsin, parcel identification number 104042204001000 (hereinafter referred to as the PREMISES).
3. The term of this Lease shall be for four (4) years, which includes the 2025, 2026, 2027, and 2028 growing seasons.
4. The terms of this Lease shall be binding on the heirs, personal representatives, successors, and assigns of both the LESSOR and the LESSEE, in the same manner as upon the original parties.
5. The LESSEE shall neither assign this Lease to any person or persons, nor sublet any part of the real estate for any purpose without written consent of the LESSOR.
6. No Partnership Established. The terms of this Lease shall not be construed as establishing a partnership relation between the LESSOR and the LESSEE, and neither party is to be held liable for any debts or obligations incurred by the other without written consent.

II. AMOUNT OF RENT, PAYMENT SCHEDULE, AND OVERDUE PAYMENTS.

1. The annual cash rent for the PREMISES to be paid by the LESSEE to the LESSOR is Three Thousand Ninety Three and 50/100 dollars (\$3,093.50) to be paid as follows: seventy-five percent (75%) of the annual cash rent is payable by April 1, and the remaining twenty-five percent (25%) of the annual cash rent is payable by December 15th of each year. The rent is payable at Racine County Public Works and Development Services Development, located at 14200 Washington Avenue, Sturtevant, Wisconsin, 53177.
2. Overdue rental payments shall bear interest at the annual effective rate of fifteen percent (15%).

III. RIGHTS AND PRIVILEGES

1. The LESSOR or anyone designated by it shall have the right of entry at any reasonable time to inspect the PREMISES and/or the farming methods being used.
2. The LESSEE shall avoid cutting live nor fallen trees and shall not market timber, gravel, or any other part of the PREMISES without the written consent of the LESSOR. The LESSEE shall not have any above or below ground mineral rights.
3. The LESSEE shall have the right to erect, maintain, and remove at his expense, temporary fence and moveable buildings on the PREMISES, provided that the erection and removal of such fence or buildings do not damage the LESSOR's property in any way. Any type of temporary or other housing is prohibited on the PREMISES.
4. If this Lease is terminated before the end of the normal production year, the LESSEE shall have the right of entry for the purpose of harvesting crops seeded before termination of the Lease in accordance with normal farm practices, or to sell his interest in such annual crops to either the LESSOR or to the succeeding LESSEE, provided that the LESSEE does not interfere with normal field operations of the succeeding season. If the LESSEE, in view of approaching termination of the Lease, fails to plant crops in a timely manner and in accordance with accepted farming practices, the LESSOR or its designated agent shall have the right of entry to declare the contract void and payments forfeited.
5. If the Lease is terminated by the LESSOR before the LESSEE shall have obtained the benefits from any labor or formerly agreed upon expense he incurred in operating the farm, pursuant to this Lease, during the current growing season, the LESSOR shall reimburse the LESSEE for such labor or expense.
6. In the event that any portion of the PREMISES is sold by the LESSOR, the LESSEE shall be reimbursed for the fair market value of crops planted on that portion of the PREMISES. Fair market value shall be based on average yield of the remaining portion of the farm harvested.

IV. LESSOR AGREES AS FOLLOWS:

1. Taxes and Insurance: To pay all the taxes and assessments against the real estate, all taxes on the LESSOR's personal property on the PREMISES, and at the LESSOR's option, premiums for the insurance carried on any LESSOR-owned buildings located on the PREMISES.

V. LESSEE AGREES AS FOLLOWS:

1. The LESSEE shall furnish all labor and material for any necessary minor repairs and for minor improvements to any buildings, fences, or drains on the PREMISES.

The LESSEE shall keep the buildings, fences, and other improvements on the PREMISES in the same state of repair and condition as they were at the beginning of the Lease, or as they may be improved during the term of the Lease, with ordinary wear and tear excepted.

2. The LESSEE shall haul to the PREMISES, except when other arrangements are agreed to with the LESSOR, any material provided by the LESSOR for the minor repair or the minor improvement of buildings, fences, and drains, and do all the necessary hauling on the PREMISES at no expense to the LESSOR.
3. The LESSEE shall cut, spray, or otherwise control noxious weeds before they go to seed; cut or control weeds in lots, around buildings, and along roadsides whenever necessary to prevent re-seeding. "Noxious weeds" are those defined in the Wisconsin Statutes and public notes.
4. The LESSEE shall farm the PREMISES in conformance with a conservation plan of operations. This plan must specify crop rotation, nutrient and pest management, tillage methods, and specific best management practices. The LESSEE must meet with Land Conservation staff to develop a conservation plan to meet tolerable soil loss levels, achieve water quality goals and meet resource needs. This plan must be approved by the County Conservationist.
5. The LESSEE shall not add electrical wiring, plumbing, or heating to any buildings without the consent of the LESSOR. If consent is given, such additions must meet standards and requirements of applicable laws, ordinances, and codes. The LESSEE agrees to the designation of areas on the PREMISES to be set aside by the LESSOR for the operation of snowmobiles and cross-country skiing, and the LESSEE takes the PREMISES subject to this easement for winter activities. The LESSEE agrees to inform the LESSOR if the LESSEE has applied or intends to apply to the PREMISES Atrazine, Treflan or similar chemicals, which can effect the crops grown in succeeding years. The LESSEE will also inform the LESSOR as to crops grown or intended to be grown on the PREMISES.
6. The LESSEE is responsible for damage to the PREMISES arising out of negligence of the LESSEE with ordinary wear and tear excepted.
7. The LESSEE is to develop and follow a certified nutrient management plan in accordance with the NRCS 590 Standard. A copy of the plan is to be provided to the LESSOR every four (4) years. Failure to submit a certified nutrient management plan will make the LESSEE ineligible to bid in the next lease cycle.

8. If the LESSEE is not the adjacent owner to this landlocked parcel, the LESSEE must submit to LESSOR proof of easement from adjacent property owner which grants access to the landlocked parcel.

VI. MISCELLANEOUS

1. Alterations. The LESSEE shall make no alterations to the leased PREMISES without the LESSOR's written consent, which consent shall not be unreasonably withheld.
2. Fire or Other Casualty. Inasmuch as the PREMISES are leased primarily for farming purposes, the rental herein provided shall not abate in the event of fire or other casualty which shall destroy all or part of the PREMISES.
3. Condition of Premises at Termination. At the expiration of this lease, the LESSEE will quit and surrender the PREMISES in the same state of repair and condition as they were at the beginning of the lease, or as they may be improved during the term of the lease, with ordinary wear and tear expected.
4. Claim for Injuries. The LESSEE shall purchase a general liability policy effective upon execution of the contract covering farming operations. The LESSEE shall name the LESSOR as an additional insured and demonstrate evidence of purchase of said insurance at the time of payment of rent.
5. Indemnification by LESSEE: LESSEE agrees to protect and save the LESSOR harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by the LESSEE or those holding under the LESSEE. LESSEE further agrees to protect, indemnify, and save the LESSOR harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands, and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR, arising out of any failure of the LESSEE in any respect to comply with and perform all of the requirements and provisions of this lease, and against any and all loss, damage expense, liabilities, demands, and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR resulting from injury of death of persons or damage to property, including without limitation the person and property of the LESSEE, its agents, employees, and invites, occurring on the leased PREMISES or on the adjoining sidewalks, streets, alleys, or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the leased PREMISES, or any part thereof, or any improvement now or hereafter located thereon by the LESSEE or any person holding under the LESSEE. LESSEE further agrees to indemnify and hold LESSOR harmless against any and all liabilities which may arise by virtue of environmental degradation of the leased PREMISES or surrounding area caused by actions or omissions of LESSEE. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited

to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by the LESSEE. Liability shall also extend to any claims filed against Racine County or to the LESSEE by third-parties alleging damages to such parties arising out of the actions of the LESSEE.

6. Insurance: The LESSEE shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the LESSOR covering the leased PREMISES and providing coverage with combined single limits of \$2,000,000 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event the LESSOR reasonably anticipates that such coverage is inadequate, the LESSEE shall, upon written request of the LESSOR, increase such insurance to amounts reasonably requested by the LESSOR. Such policy shall name the LESSOR as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to the LESSOR prior to the execution of this lease for review and approval by the Racine County Public Works and Development Services Department.

VII. TERMINATION OF AGREEMENT

1. Grounds upon Default. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this Lease, shall constitute grounds for termination thereof, at the option of either party.
2. Lessor Option to Terminate. The LESSOR reserves the right to terminate this lease during the term of the Lease if the LESSOR wishes to sell all or part of the PREMISES or use the PREMISES for some other County purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

RACINE COUNTY

LESSEE

by: _____

Name

by: _____

Address

City, State, Zip

Name

Address

City, State, Zip

CASH FARMLAND LEASE
Academy Road Site

I. DATE, CONTRACTING PARTIES, PROPERTY DESCRIPTION, TERMS, AND EXTENT OF THE LEASE.

1. This Lease is made on this 12th day of November, 2024, between RACINE COUNTY, a quasi-municipal corporation (hereinafter called the LESSOR) and Jacob Weinkauf (hereinafter called the LESSEE).
2. The LESSOR, in consideration of the agreements with the LESSEE hereinafter set forth, hereby leases to the LESSEE to occupy and use for agricultural purposes only, farmland containing approximately 5.6 acres, located in Racine County, Wisconsin, parcel identification number 176031910006000 (hereinafter referred to as the PREMISES).
3. The term of this Lease shall be for four (4) years, which includes the 2025, 2026, 2027, and 2028 growing seasons.
4. The terms of this Lease shall be binding on the heirs, personal representatives, successors, and assigns of both the LESSOR and the LESSEE, in the same manner as upon the original parties.
5. The LESSEE shall neither assign this Lease to any person or persons, nor sublet any part of the real estate for any purpose without written consent of the LESSOR.
6. No Partnership Established. The terms of this Lease shall not be construed as establishing a partnership relation between the LESSOR and the LESSEE, and neither party is to be held liable for any debts or obligations incurred by the other without written consent.

II. AMOUNT OF RENT, PAYMENT SCHEDULE, AND OVERDUE PAYMENTS.

1. The annual cash rent for the PREMISES to be paid by the LESSEE to the LESSOR is Four Hundred and Forty Eight and 00/100 dollars (\$448.00) to be paid as follows: Seventy-five percent (75%) of the annual cash rent is payable by April 1, and the remaining twenty-five percent (25%) of the annual cash rent is payable by December 15th of each year. The rent is payable at Racine County Public Works and Development Services Development, located at 14200 Washington Avenue, Sturtevant, Wisconsin, 53177.
2. Overdue rental payments shall bear interest at the annual effective rate of fifteen percent (15%).

III. RIGHTS AND PRIVILEGES

1. The LESSOR or anyone designated by it shall have the right of entry at any reasonable time to inspect the PREMISES and/or the farming methods being used.
2. The LESSEE shall avoid cutting live nor fallen trees and shall not market timber, gravel, or any other part of the PREMISES without the written consent of the LESSOR. The LESSEE shall not have any above or below ground mineral rights.
3. The LESSEE shall have the right to erect, maintain, and remove at his expense, temporary fence and moveable buildings on the PREMISES, provided that the erection and removal of such fence or buildings do not damage the LESSOR's property in any way. Any type of temporary or other housing is prohibited on the PREMISES.
4. If this Lease is terminated before the end of the normal production year, the LESSEE shall have the right of entry for the purpose of harvesting crops seeded before termination of the Lease in accordance with normal farm practices, or to sell his interest in such annual crops to either the LESSOR or to the succeeding LESSEE, provided that the LESSEE does not interfere with normal field operations of the succeeding season. If the LESSEE, in view of approaching termination of the Lease, fails to plant crops in a timely manner and in accordance with accepted farming practices, the LESSOR or its designated agent shall have the right of entry to declare the contract void and payments forfeited.
5. If the Lease is terminated by the LESSOR before the LESSEE shall have obtained the benefits from any labor or formerly agreed upon expense he incurred in operating the farm, pursuant to this Lease, during the current growing season, the LESSOR shall reimburse the LESSEE for such labor or expense.
6. In the event that any portion of the PREMISES is sold by the LESSOR, the LESSEE shall be reimbursed for the fair market value of crops planted on that portion of the PREMISES. Fair market value shall be based on average yield of the remaining portion of the farm harvested.

IV. LESSOR AGREES AS FOLLOWS:

1. Taxes and Insurance: To pay all the taxes and assessments against the real estate, all taxes on the LESSOR's personal property on the PREMISES, and at the LESSOR's option, premiums for the insurance carried on any LESSOR-owned buildings located on the PREMISES.

V. LESSEE AGREES AS FOLLOWS:

1. The LESSEE shall furnish all labor and material for any necessary minor repairs and for minor improvements to any buildings, fences, or drains on the PREMISES.

The LESSEE shall keep the buildings, fences, and other improvements on the PREMISES in the same state of repair and condition as they were at the beginning of the Lease, or as they may be improved during the term of the Lease, with ordinary wear and tear excepted.

2. The LESSEE shall haul to the PREMISES, except when other arrangements are agreed to with the LESSOR, any material provided by the LESSOR for the minor repair or the minor improvement of buildings, fences, and drains, and do all the necessary hauling on the PREMISES at no expense to the LESSOR.
3. The LESSEE shall cut, spray, or otherwise control noxious weeds before they go to seed; cut or control weeds in lots, around buildings, and along roadsides whenever necessary to prevent re-seeding. "Noxious weeds" are those defined in the Wisconsin Statutes and public notes.
4. The LESSEE shall farm the PREMISES in conformance with a conservation plan of operations. This plan must specify crop rotation, nutrient and pest management, tillage methods, and specific best management practices. The LESSEE must meet with Land Conservation staff to develop a conservation plan to meet tolerable soil loss levels, achieve water quality goals and meet resource needs. This plan must be approved by the County Conservationist.
5. The LESSEE shall not add electrical wiring, plumbing, or heating to any buildings without the consent of the LESSOR. If consent is given, such additions must meet standards and requirements of applicable laws, ordinances, and codes. The LESSEE agrees to the designation of areas on the PREMISES to be set aside by the LESSOR for the operation of snowmobiles and cross-country skiing, and the LESSEE takes the PREMISES subject to this easement for winter activities. The LESSEE agrees to inform the LESSOR if the LESSEE has applied or intends to apply to the PREMISES Atrazine, Treflan or similar chemicals, which can effect the crops grown in succeeding years. The LESSEE will also inform the LESSOR as to crops grown or intended to be grown on the PREMISES.
6. The LESSEE is responsible for damage to the PREMISES arising out of negligence of the LESSEE with ordinary wear and tear excepted.
7. The LESSEE is to develop and follow a certified nutrient management plan in accordance with the NRCS 590 Standard. A copy of the plan is to be provided to the LESSOR every four (4) years. Failure to submit a certified nutrient management plan will make the LESSEE ineligible to bid in the next lease cycle.

8. If the LESSEE is not the adjacent owner to this landlocked parcel, the LESSEE must submit to LESSOR proof of easement from adjacent property owner which grants access to the landlocked parcel.

VI. MISCELLANEOUS

1. Alterations. The LESSEE shall make no alterations to the leased PREMISES without the LESSOR's written consent, which consent shall not be unreasonably withheld.
2. Fire or Other Casualty. Inasmuch as the PREMISES are leased primarily for farming purposes, the rental herein provided shall not abate in the event of fire or other casualty which shall destroy all or part of the PREMISES.
3. Condition of Premises at Termination. At the expiration of this lease, the LESSEE will quit and surrender the PREMISES in the same state of repair and condition as they were at the beginning of the lease, or as they may be improved during the term of the lease, with ordinary wear and tear expected.
4. Claim for Injuries. The LESSEE shall purchase a general liability policy effective upon execution of the contract covering farming operations. The LESSEE shall name the LESSOR as an additional insured and demonstrate evidence of purchase of said insurance at the time of payment of rent.
5. Indemnification by LESSEE: LESSEE agrees to protect and save the LESSOR harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by the LESSEE or those holding under the LESSEE. LESSEE further agrees to protect, indemnify, and save the LESSOR harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands, and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR, arising out of any failure of the LESSEE in any respect to comply with and perform all of the requirements and provisions of this lease, and against any and all loss, damage expense, liabilities, demands, and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR resulting from injury of death of persons or damage to property, including without limitation the person and property of the LESSEE, its agents, employees, and invites, occurring on the leased PREMISES or on the adjoining sidewalks, streets, alleys, or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the leased PREMISES, or any part thereof, or any improvement now or hereafter located thereon by the LESSEE or any person holding under the LESSEE. LESSEE further agrees to indemnify and hold LESSOR harmless against any and all liabilities which may arise by virtue of environmental degradation of the leased PREMISES or surrounding area caused by actions or omissions of LESSEE. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited

to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by the LESSEE. Liability shall also extend to any claims filed against Racine County or to the LESSEE by third-parties alleging damages to such parties arising out of the actions of the LESSEE.

6. Insurance: The LESSEE shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the LESSOR covering the leased PREMISES and providing coverage with combined single limits of \$2,000,000 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event the LESSOR reasonably anticipates that such coverage is inadequate, the LESSEE shall, upon written request of the LESSOR, increase such insurance to amounts reasonably requested by the LESSOR. Such policy shall name the LESSOR as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to the LESSOR prior to the execution of this lease for review and approval by the Racine County Public Works and Development Services Department.

VII. TERMINATION OF AGREEMENT

1. Grounds upon Default. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this Lease, shall constitute grounds for termination thereof, at the option of either party.
2. Lessor Option to Terminate. The LESSOR reserves the right to terminate this lease during the term of the Lease if the LESSOR wishes to sell all or part of the PREMISES or use the PREMISES for some other County purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

RACINE COUNTY

LESSEE

by: _____

Name

by: _____

Address

City, State, Zip

Name

Address

City, State, Zip

**CASH FARMLAND LEASE
Krueger Site**

I. DATE, CONTRACTING PARTIES, PROPERTY DESCRIPTION, TERMS, AND EXTENT OF THE LEASE.

1. This Lease is made on this 12th day of November, 2024, between RACINE COUNTY, a quasi-municipal corporation (hereinafter called the LESSOR) and Waterford Union High School District (hereinafter called the LESSEE).
2. The LESSOR, in consideration of the agreements with the LESSEE hereinafter set forth, hereby leases to the LESSEE to occupy and use for agricultural purposes only, farmland containing approximately 16.3 acres, located in Racine County, Wisconsin, parcel identification number 176031913002000 (hereinafter referred to as the PREMISES).
3. The term of this Lease shall be for four (4) years, which includes the 2025, 2026, 2027, and 2028 growing seasons.
4. The terms of this Lease shall be binding on the heirs, personal representatives, successors, and assigns of both the LESSOR and the LESSEE, in the same manner as upon the original parties.
5. The LESSEE shall neither assign this Lease to any person or persons, nor sublet any part of the real estate for any purpose without written consent of the LESSOR.
6. No Partnership Established. The terms of this Lease shall not be construed as establishing a partnership relation between the LESSOR and the LESSEE, and neither party is to be held liable for any debts or obligations incurred by the other without written consent.

II. AMOUNT OF RENT, PAYMENT SCHEDULE, AND OVERDUE PAYMENTS.

1. The annual cash rent for the PREMISES to be paid by the LESSEE to the LESSOR is Sixteen and 30/100 (\$16.30) to be paid as follows: one hundred percent (100%) of the annual cash rent is payable by December 15th of each year. The rent is payable at Racine County Public Works and Development Services Development, located at 14200 Washington Avenue, Sturtevant, Wisconsin, 53177.
2. Overdue rental payments shall bear interest at the annual effective rate of fifteen percent (15%).

III. RIGHTS AND PRIVILEGES

1. The LESSOR or anyone designated by it shall have the right of entry at any reasonable time to inspect the PREMISES and/or the farming methods being used.
2. The LESSEE shall avoid cutting live nor fallen trees and shall not market timber, gravel, or any other part of the PREMISES without the written consent of the LESSOR. The LESSEE shall not have any above or below ground mineral rights.
3. The LESSEE shall have the right to erect, maintain, and remove at his expense, temporary fence and moveable buildings on the PREMISES, provided that the erection and removal of such fence or buildings do not damage the LESSOR's property in any way. Any type of temporary or other housing is prohibited on the PREMISES.
4. If this Lease is terminated before the end of the normal production year, the LESSEE shall have the right of entry for the purpose of harvesting crops seeded before termination of the Lease in accordance with normal farm practices, or to sell his interest in such annual crops to either the LESSOR or to the succeeding LESSEE, provided that the LESSEE does not interfere with normal field operations of the succeeding season. If the LESSEE, in view of approaching termination of the Lease, fails to plant crops in a timely manner and in accordance with accepted farming practices, the LESSOR or its designated agent shall have the right of entry to declare the contract void and payments forfeited.
5. If the Lease is terminated by the LESSOR before the LESSEE shall have obtained the benefits from any labor or formerly agreed upon expense he incurred in operating the farm, pursuant to this Lease, during the current growing season, the LESSOR shall reimburse the LESSEE for such labor or expense.
6. In the event that any portion of the PREMISES is sold by the LESSOR, the LESSEE shall be reimbursed for the fair market value of crops planted on that portion of the PREMISES. Fair market value shall be based on average yield of the remaining portion of the farm harvested.

IV. LESSOR AGREES AS FOLLOWS:

1. Taxes and Insurance: To pay all the taxes and assessments against the real estate, all taxes on the LESSOR's personal property on the PREMISES, and at the LESSOR's option, premiums for the insurance carried on any LESSOR-owned buildings located on the PREMISES.

V. LESSEE AGREES AS FOLLOWS:

1. The LESSEE shall furnish all labor and material for any necessary minor repairs and for minor improvements to any buildings, fences, or drains on the PREMISES.

The LESSEE shall keep the buildings, fences, and other improvements on the PREMISES in the same state of repair and condition as they were at the beginning of the Lease, or as they may be improved during the term of the Lease, with ordinary wear and tear excepted.

2. The LESSEE shall haul to the PREMISES, except when other arrangements are agreed to with the LESSOR, any material provided by the LESSOR for the minor repair or the minor improvement of buildings, fences, and drains, and do all the necessary hauling on the PREMISES at no expense to the LESSOR.
3. The LESSEE shall cut, spray, or otherwise control noxious weeds before they go to seed; cut or control weeds in lots, around buildings, and along roadsides whenever necessary to prevent re-seeding. "Noxious weeds" are those defined in the Wisconsin Statutes and public notes.
4. The LESSEE shall farm the PREMISES in conformance with a conservation plan of operations. This plan must specify crop rotation, nutrient and pest management, tillage methods, and specific best management practices. The LESSEE must meet with Land Conservation staff to develop a conservation plan to meet tolerable soil loss levels, achieve water quality goals and meet resource needs. This plan must be approved by the County Conservationist.
5. The LESSEE shall not add electrical wiring, plumbing, or heating to any buildings without the consent of the LESSOR. If consent is given, such additions must meet standards and requirements of applicable laws, ordinances, and codes. The LESSEE agrees to the designation of areas on the PREMISES to be set aside by the LESSOR for the operation of snowmobiles and cross-country skiing, and the LESSEE takes the PREMISES subject to this easement for winter activities. The LESSEE agrees to inform the LESSOR if the LESSEE has applied or intends to apply to the PREMISES Atrazine, Treflan or similar chemicals, which can effect the crops grown in succeeding years. The LESSEE will also inform the LESSOR as to crops grown or intended to be grown on the PREMISES.
6. The LESSEE is responsible for damage to the PREMISES arising out of negligence of the LESSEE with ordinary wear and tear excepted.
7. The LESSEE is to develop and follow a certified nutrient management plan in accordance with the NRCS 590 Standard. A copy of the plan is to be provided to the LESSOR every four (4) years. Failure to submit a certified nutrient management plan will make the LESSEE ineligible to bid in the next lease cycle.

8. If the LESSEE is not the adjacent owner to this landlocked parcel, the LESSEE must submit to LESSOR proof of easement from adjacent property owner which grants access to the landlocked parcel.

VI. MISCELLANEOUS

1. Alterations. The LESSEE shall make no alterations to the leased PREMISES without the LESSOR's written consent, which consent shall not be unreasonably withheld.
2. Fire or Other Casualty. Inasmuch as the PREMISES are leased primarily for farming purposes, the rental herein provided shall not abate in the event of fire or other casualty which shall destroy all or part of the PREMISES.
3. Condition of Premises at Termination. At the expiration of this lease, the LESSEE will quit and surrender the PREMISES in the same state of repair and condition as they were at the beginning of the lease, or as they may be improved during the term of the lease, with ordinary wear and tear expected.
4. Claim for Injuries. The LESSEE shall purchase a general liability policy effective upon execution of the contract covering farming operations. The LESSEE shall name the LESSOR as an additional insured and demonstrate evidence of purchase of said insurance at the time of payment of rent.
5. Indemnification by LESSEE: LESSEE agrees to protect and save the LESSOR harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by the LESSEE or those holding under the LESSEE. LESSEE further agrees to protect, indemnify, and save the LESSOR harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands, and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR, arising out of any failure of the LESSEE in any respect to comply with and perform all of the requirements and provisions of this lease, and against any and all loss, damage expense, liabilities, demands, and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR resulting from injury of death of persons or damage to property, including without limitation the person and property of the LESSEE, its agents, employees, and invites, occurring on the leased PREMISES or on the adjoining sidewalks, streets, alleys, or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the leased PREMISES, or any part thereof, or any improvement now or hereafter located thereon by the LESSEE or any person holding under the LESSEE. LESSEE further agrees to indemnify and hold LESSOR harmless against any and all liabilities which may arise by virtue of environmental degradation of the leased PREMISES or surrounding area caused by actions or omissions of LESSEE. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited

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IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

RACINE COUNTY

LESSEE

by: _____

Name

by: _____

Address

City, State, Zip

Name

Address

City, State, Zip