



## COUNTY BOARD OF SUPERVISORS

### NOTICE OF MEETING

NOTE: UNDER THE KENOSHA COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS. NOTICE OF SUCH MOTIONS TO RECONSIDER OR RESCIND AT FUTURE MEETINGS SHALL BE GIVEN IN ACCORDANCE WITH SEC. 210(2) OF THE COUNTY BOARD RULES. FURTHERMORE, ANY MATTER DEEMED BY A MAJORITY OF THE BOARD TO BE GERMANE TO AN AGENDA ITEM MAY BE REFERRED TO THE PROPER COMMITTEE. ANY ITEM SCHEDULED FOR THE FIRST OF TWO READINGS IS SUBJECT TO A MOTION TO SUSPEND THE RULES IN ORDER TO PROCEED DIRECTLY TO DEBATE AND VOTE. ANY PERSON WHO DESIRES THE PRIVILEGE OF THE FLOOR PRIOR TO AN AGENDA ITEM BEING DISCUSSED SHOULD REQUEST A COUNTY BOARD SUPERVISOR TO CALL SUCH REQUEST TO THE ATTENTION OF THE BOARD CHAIRMAN.

**NOTICE IS HEREBY GIVEN** the **Regular County Board Meeting** of the Kenosha County Board of Supervisors will be held on Tuesday, the **19th day of March, 2019** at **7:30PM.**, in the County Board Room located in the Administration Building. The following will be the agenda for said meeting:

- A. Call To Order By Chairman Esposito
- B. Pledge Of Allegiance
- C. Roll Call Of Supervisors
- D. Presentation Of Proclamations For Deputy Allison George And Highway Patrolman William Fink By County Executive Jim Kreuser And Chairman Esposito
- E. Citizen Comments
- F. Announcements Of The Chairman
- G. Supervisor Reports
- H. NEW BUSINESS

Ordinance - First Reading, Two Required

26. From The Public Works/Facilities Committee An Ordinance To Change The Speed Limit On CTH A In The Town Of Paris

Documents:

[ORDINANCE 26.PDF](#)

27. From The Public Works/Facilities Committee An Ordinance To Change The Speed Limit On CTH A In The Village Of Somers

Documents:

[ORDINANCE 27.PDF](#)

28. From The Planning, Development & Extension Education Committee An Ordinance Regarding Amendment To The Text Of The Kenosha County General Zoning And Shoreland/Floodplain Zoning Ordinance To Modify And Amend Language Relative To The Requirement For Foundation Surveys For New Construction, Sign Distance And Height, Multiple Family Dwellings, And Definitions

Documents:

[ORD CH 12 AMENDMENTS SURVEYS ET AL.PDF](#)

Ordinance - One Reading

29. From The Planning, Development & Extension Education Committee An Ordinance Regarding Daniels Living Trust (Owner) - Comprehensive Plan Amendment Tax Parcel #30-4-220-231-0100 - Town Of Brighton

Documents:

[DANIELS ORD CPA.PDF](#)

30. From The Planning, Development & Extension Education Committee An Ordinance Regarding - Daniels Living Trust (Owner) - Rezoning Tax Parcel #30-4-220-231-0100 - Town Of Brighton

Documents:

[DANIELS ORD REZONE.PDF](#)

Resolution - One Reading

76. From Human Services Committee To Appoint June Sinkfield To The Kenosha County Commission On Aging And Disability Services

Documents:

[RESOLUTION FOR THE APPOINTMENT OF JUNE SINKFIELD TO THE KENOSHA COUNTY COMMISSION ON AGING AND DISABILITY SERVICES.PDF](#)

77. From Judiciary & Law Enforcement And Finance & Administration Committees A Resolution 2019 WI Dept Of Justice Law Enforcement Drug Trafficking Response Equipment Grant

Documents:

[RES DOJ LEDTR GRANT.PDF](#)

78. From Judiciary & Law Enforcement And Finance & Administration Committees A Resolution 2019 Organized Crime Drug Enforcement Task Forces Strategic Initiative (OCDETF) Funding For Overtime

Documents:

[RES OCDETF GRANT.PDF](#)

79. From Judiciary & Law Enforcement And Finance & Administration Committees A

Resolution 2019 WI OJA Multi-Jurisdiction Drug Task Force Grant – South East Area Drug Operations Group (S.E.A.D.O.G.)

Documents:

[RES SEADOG GRANT.PDF](#)

80. From Judiciary & Law Enforcement And Finance & Administration Committees A Resolution WI DOJ National Criminal History Improvement Program Grant

Documents:

[RES CRIML HISTORY IP GRANT.PDF](#)

81. From The Planning, Development & Extension Education Committee A Resolution Regarding Daniels Living Trust (Owner) - Comprehensive Plan AmendmentTax Parcel #30-4-220-231-0100 - Town Of Brighton

Documents:

[DANIELS RES CPA.PDF](#)

82. From Public Works And Finance & Administration Committees A Resolution To Approve The Jurisdictional Transfer Agreement Of A Section Of County Trunk Highway "H" Between 52nd And 65th Streets From Kenosha County To The City Of Kenosha

Documents:

[RES JURIS TRANSFER AGT.PDF](#)

83. From The Public Works/Facilities Committee A Resolution Appointing Lieutenant Rory Zuerlein To The Kenosha County Traffic Safety Commission

Documents:

[RORY ZUERLEIN APPOINTMENT.PDF](#)

84. From Public Works And Finance & Administration Committees A Resolution Regarding WE Energies Permanent Easement Request Within Petrifying Springs Park

Documents:

[RESOLUTION 84.PDF](#)

## I. COMMUNICATIONS

20. Communication From The Judiciary & Law Enforcement Committee Regarding Resolution: Requesting A Re-Classification Of The Administrative Programs Coordinator Job Classification To A Sworn Lieutenant Classification

Documents:

[COMMMEMOREOLUTIONRECLASSIFICATIONADMINPROGRAMSCOOR.PDF](#)

21. Communication From The Public Works/Facilities Committee Regarding A Resolution: Authorizing The Director Of Parks To Apply For Grant Funding From The

WDNR

Documents:

[COUNTY BOARD COMMUNICATIONS FORM - MATT - RESOLUTION TO APPLY FOR GRANT FUNDING 2019.DOCX](#)

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

Documents:

[04-10-2019 COMMUNICATIONS SIGNED.PDF](#)

#### J. CLAIMS

23. Kit Stilwell - Violation Of Rights

Documents:

[GL-10-19 KIT STILWELL.PDF](#)

24. Kit Stilwell - Violation Of Rights

Documents:

[GL-11-19 KIT STILWELL.PDF](#)

25. Kit Stilwell - Violation Of Rights

Documents:

[KIT STILWELL.PDF](#)

26. Leah Kumiszco - Harassment

Documents:

[LEAH KUMISZCO.PDF](#)

27. Meg Hart - Personal Injury

Documents:

[MEG HART.PDF](#)

28. Tayr Kilaab Al Ghashiyah (Khan) - Violation Of Constitutional Rights

Documents:

[CLAIM 28.PDF](#)

K. Approval Of The March 5, 2019 Minutes By Supervisor Gaschke

L. Adjourn

# Kenosha



# County

## BOARD OF SUPERVISORS

ORDINANCE NO. 26

Subject: <b>To create an ordinance on speed limit for County Trunk Highway "A" in the Town of Paris.</b>			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: <b>March 4, 2019</b>		Date Resubmitted:	
Submitted By: <b>Public Works and Facility Committee</b>			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: <b>Clement Abongwa, Director of Division of Highways</b>		Signature: <i>Clement Abongwa</i>	

The County Board of Supervisors of Kenosha County, Wisconsin does hereby ordain:

Kenosha County Ordinance, Section 7.02 on TRAFFIC CONTROL is hereby amended by creating Section (1.2) as follows:

### Section 7.02 Speed Limits

#### 1.2 County Trunk Highway "A", Town of Paris

35 m.p.h from its intersection with State Trunk Highway 142 to its intersection with County Trunk Highway "D".

Respectfully Submitted:

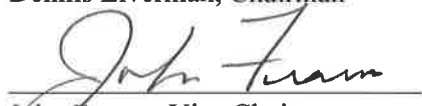
PUBLIC WORKS/FACILITIES  
COMMITTEE



Dennis Elverman, Chairman

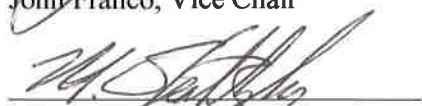
Aye No Abstain Excused

☒ ☐ ☐ ☐



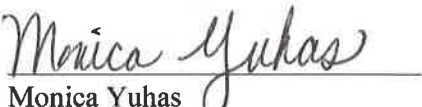
John Franco, Vice Chair

☒ ☐ ☐ ☐



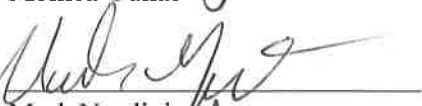
Michael Skalitzy

☒ ☐ ☐ ☐



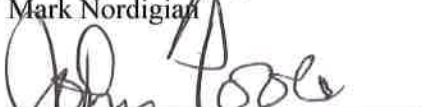
Monica Yuhas

☒ ☐ ☐ ☐



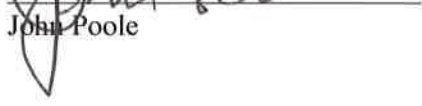
Mark Norigian

☒ ☐ ☐ ☐



John Poole

☒ ☐ ☐ ☐



Joseph Cardinali

☐ ☐ ☐ ☒

**BOARD OF SUPERVISORS**ORDINANCE NO. 27

Subject: <b>To create an ordinance on speed limit for County Trunk Highway "A" in the Village of Somers.</b>			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: <b>February 21, 2019</b>		Date Resubmitted:	
Submitted By: <b>Public Works and Facility Committee</b>			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: <b>Clement Abongwa, Director of Division of Highways</b>		Signature: <i>Clement Abongwa</i>	


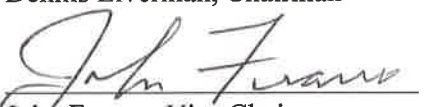
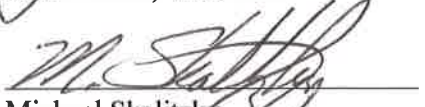
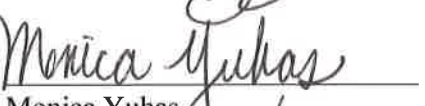
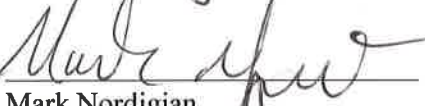

The County Board of Supervisors of Kenosha County, Wisconsin does hereby ordain:  
Kenosha County Ordinance, Section 7.02 on TRAFFIC CONTROL is hereby amended by creating  
Section (1.1) (b) as follows::

**Section 7.02 Speed Limits****1.1 County Trunk Highway "A", Village of Somers**

(b) 45 m.p.h for truck traffic only from its intersection with East Frontage Road easterly to its intersection with County Trunk Highway "H".

Respectfully Submitted:

PUBLIC WORKS/FACILITIES  
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Dennis Elverman, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Franco, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skaltzky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Monica Yuhaz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Mark Norigian	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Joseph Cardinali	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



**Kenosha County  
Administrative Proposal Form**

**1. Proposal Overview**

Division: Highway

Department: Public Works and Development  
Services

Proposal Summary (attach explanation and required documents):

Ordinance to revise the speed limit on County Trunk Highway A

Dept./Division Head Signature: Clement A. Baryne Date: Feb. 27, 2019

**2. Department Head Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: Raymond H. S. Date: 2-27-19

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: Jan K. Date: 2/27/19

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: [Signature] Date: 2/27/19

# Kenosha



# County

## BOARD OF SUPERVISORS

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


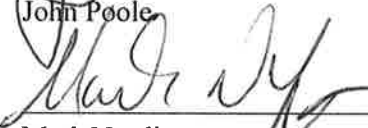
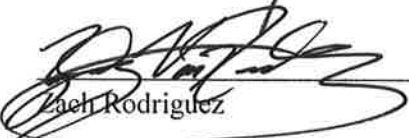
Subject: Proposed amendment to the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance to amend the foundation survey requirements section to better accommodate current standards of practice in real estate property sales and title reporting and prevent situations involving post-construction code enforcement.			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: March 19, 2019		Date Resubmitted:	
Submitted By: Planning, Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M Buehler, Director Division of Planning Operations		Signature:	

WHEREAS, Kenosha County proposes to amend Chapter 12 Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance to change the language regarding Foundation Survey Requirements; and,

WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on March 13, 2019, and recommended approval of the request.

NOW, THEREFORE BE IT RESOLVED that pursuant to the authority granted by Sections 59.69 and 59.594(2)(a) of the Wisconsin State Statutes, the Kenosha County Board of Supervisors does hereby ordain that Chapter 12 of the Municipal Code of Kenosha County entitled "Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance" be and hereby is changed by the following additions, deletions and amendments and is amended to read as set forth in the attached Exhibit A, pertaining to text changes to Sections 12.05-4.

Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE				
	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzky, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Mark Nordigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Zach Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Strikethrough** = Text Removed

**Green Font** = New Text

## EXHIBIT "A"

Proposed amendments to the Kenosha County General Zoning and Shoreland/Floodplain Zoning, in order to amend ordinance language relative to the requirement of foundation surveys for new construction.

### LIST OF AMENDED SECTIONS

#### **12.05-4 FOUNDATION SURVEY REQUIREMENTS**

- (a) Except as provided for in subsection (b), any person erecting, moving, enlarging or reconstructing a structure, which, under this ordinance, requires a zoning permit shall upon completion of the construction of footings, concrete slab or other foundations, submit to the Department of Planning and Development a survey prepared by a ~~registered~~ landprofessional surveyor showing the locations, boundaries, dimensions, elevations and size of the following: The boundaries of the lot, all existing structures (including foundations) and their relationship to the lot lines. The County Director of Planning and Development shall compare the location of all new or extended foundations with the location of all proposed construction activity reported on the permit application. No further construction may commence unless the Director of Planning and Development shall find that the foundation location is consistent with the permit as issued and shall so certify. Failure to comply with the requirements of this section shall be grounds for the issuance of a citation pursuant to section 12.32-3 of this Ordinance, and attendant penalties.
- (b) A foundation survey shall not be required for the construction of any non-residential structure located at least 200 feet from any property line or 200 feet from any navigable body of water in an agricultural district.
- ~~(c) In addition to the exception provided for in subsection (b) above, the foundation survey requirements may be waived at the option of the permit applicant, for any construction, except for construction of a principal structure and for the construction of a new foundation under an existing principal structure, provided that the permit applicant shall file and record with the Department of Planning and Development and with the Kenosha County Register of Deeds a "Waiver of Liability of Foundation Survey" which shall be binding on the permit applicant and his estate and which shall forewarn future owners of said parcel of the lack of a certified foundation survey verifying that structures located on the parcel are in conformity to the ordinance and further, that if any error is made on the placement of any construction or structure, or if a zoning violation is later discovered, the applicant and his estate shall move the construction or structure so as to conform with the zoning regulations effective on the date the permit was issued and shall further pay all consequent damages. Structures illegally located on a parcel are in violation of the Kenosha County Zoning Ordinance. Applicable statute of limitations for prosecution of such violations shall not begin to run until such time as a certified survey has been filed with the Department of Planning and Development and the Register of Deeds indicating the location of the structures on the parcel.~~

## **12.14-5 SIGNS PERMITTED IN ALL BUSINESS, MANUFACTURING, INSTITUTIONAL, AND PARK-RECREATIONAL DISTRICTS**

Except as provided in section 12.14-2 and 12.14-3, the following signs are permitted only in the business, manufacturing, institutional, and park recreation districts with a permit and only on the premises and subject to the following regulations:

(a) **Awning and Canopy Signs**

Number: One (1).

Area: Maximum of fifteen (15) percent per side of each face.

Height: At least eight (8) feet above the public sidewalk or thoroughfare.

Lighting: Full cut-off; top down directional or internal.

Landscaping: None required.

(b) **Menu Boards**

Drawings showing the specific design, appearance and location of the sign(s) shall be submitted to the Department of Planning and Development for approval.

Number: Subject to approval of Planning & Development

Area: Thirty-six (36) square feet per sign

Height: Eight (8) feet

Street Setback: Fifteen (15) feet

Lighting: Full cut-off; top down directional or internal

Landscaping: None required

(c) **Monument Signs**

Number: Limited to one (1) per street frontage or drive entrance, provided that no monument sign is located closer than a minimum of 300 feet to another monument or freestanding sign on the same property.

Area: Eighty (80) square feet per side of sign, one-hundred sixty (160) square feet maximum for all sides.

Height: Ten (10) feet.

Street Setback: Five (5) feet.

Lighting: Full cut-off; top down directional, ground mounted directional or internal.

Landscaping: As contained elsewhere in this ordinance.

(d) **Freestanding Signs**

Number: Limited to one (1) per street frontage or drive entrance, provided that no freestanding sign is located closer than a minimum of 300 feet to another freestanding or monument sign on the same property.

Area: One-hundred fifty (150) square feet per side of sign, three-hundred (300) square feet maximum for all sides, except for freestanding signs within an area between Interstate Highway 94 and a distance fifty (50) feet beyond the outermost right-of-way edge of the Frontage Road may be up to three-hundred (300) square feet per side of sign and six-hundred (600) square feet maximum for all sides.

Height: Twenty (20) feet, except for freestanding signs within an area between Interstate Highway 94 and a distance fifty (50) feet beyond the outermost right-of-way edge of the Frontage Road may be up to thirty (30) feet.

Street Setback: Fifteen (15) feet.

Lighting: Full cut-off; top down directional, ground mounted directional or internal.

Landscaping: As contained elsewhere in this ordinance.

*Signs with exposed poles or posts shall be individually enclosed or covered.*

(e) **Wall Signs**

1 **Single-Tenant Buildings**

Number: One (1) per public entrance or wall/façade which fronts upon a public right-of-way or private drive.

Area: Limited to 1.5 times the length of the wall on which the sign is to be placed, up to a maximum of six-hundred (600) square feet.

Height: ~~Twenty (20) feet in height above the mean centerline street grade~~ Shall comply with the height requirements of the zoning district in which the sign is located.

Extension: Shall not extend more than twelve (12) inches outside of a building's wall surface.

Lighting: Full cut-off; top-down directional, or internal.

Landscaping: None required.

2 **Multi-Tenant Buildings and Shopping Centers**

Number: One (1) per tenant, plus each tenant may place one (1) wall sign per public entrance or wall/façade which fronts upon a public right-of-way or private drive and contained within the tenant's internal wall space or end cap wall area.

Area: Limited to 1.5 times the length of the wall on which the sign is to be placed, up to a maximum of six-hundred (600) square feet.

Height: ~~Twenty (20) feet in height above the mean centerline street grade~~ Shall comply with the height requirements on the zoning district in which the sign is located.

Extension: Shall not extend more than twelve (12) inches outside of a building's wall surface.

Lighting: Full cut-off; top-down directional or internal.

Landscaping: None required.

#### **12.21-9 R-9 MULTIPLE-FAMILY RESIDENTIAL DISTRICT**

(a) **Primary Purpose and Characteristics**

The R-9 Multiple-Family Residential District is intended to provide for multiple-family residential development, at densities not to exceed 8.7 dwelling units per developable net acre, served by public sanitary sewage facilities. All new structures and uses and changes or additions to existing structures and uses shall be in compliance with the site plan review requirements of this ordinance (See Section 12.08-2). (8/6/02)

(b) **Principal Uses**

- 1 Community living arrangements having a capacity of 15 or fewer persons and which shall be in conformance with all state statutory requirements (2/18/92)
- 2 Essential services
- 3 Foster family homes having less than 4 foster children and not exceeding 8 total occupants and are in conformance with all state statutory requirements
- ~~34~~ Multiple family dwellings not to exceed eight (8) units per structure with densities not to exceed 8.7 units per net acre served by public sanitary sewage facilities.

(c) **Accessory Uses**

- 1 Accessory buildings, such as detached garages, sheds and gazebos, and boathouses (see also section 12.27-6) (8/6/02)
- 2 Small wind energy system
- 3 Solar energy system
- 4 Swimming pools and spas (see also section 12.17) (8/6/02)
- 5 Fences (see also section 12.15) (8/6/02)
- 6 Decks and Patios (see also section 12.18.3)

(d) **Conditional Uses (see also section 12.29-8)**

- 1 Community living arrangements for 16 or more persons and which are in conformance with all state statutory requirements (2/18/92)
- 2 Model apartments and model condominiums and related temporary real estate sales office located within the model unit
- ~~3 Multiple family dwellings not to exceed eight (8) units per structure with densities not to exceed 8.7 units per net acre served by public sanitary sewage facilities.~~
- ~~43~~ Utility substations

(e) **Lot Area and Width**

- 1 Lots shall have a minimum area of the larger of 10,000 square feet or 5,000 square feet per unit
- 2 All lots shall have a minimum width of 100 feet unless located on a cul-de-sac or curve in which case the lot frontage may be reduced to 50 feet of frontage provided there is at least 100 feet of width at the required building setback line.

(f) **Building, Height, Area and Design Standards (9/5/06)**

- 1 No building or parts of a building shall exceed 35 feet in height
- 2 The minimum total floor area of a multiple-family residential structure shall be 1500 square feet, and the minimum first floor area of a multiple-family structure shall be 1,000 square feet. In addition thereto:

- a efficiency or one-bedroom apartments shall have a minimum floor area per dwelling unit of 500 square feet
  - b two-bedroom apartments shall have a minimum floor area per dwelling unit of 750 square feet, and
  - c three or more bedroom apartments shall have a minimum floor area per dwelling unit of 1,000 square feet.
- 3 All residential dwellings shall be attached to a permanent foundation, be properly connected to all required utilities, have a building footprint of which the dwelling unit is not less than 24-feet in width for at least fifty (50) percent of the length, have a roof pitch of not less than 5/12, and an eave extension of at least twelve (12) inches, except residences with an architectural style defined as Colonial or Greek Revival. (9/5/06)

(g) Yards

- 1 Street yard - not less than 65 feet from the right-of-way of all Federal, State, and County Trunk highways and not less than 40 feet from the right-of-way of all other roads. (8/6/02)
- 2 Shore yard - not less than 75 feet from the ordinary high water mark of any navigable water. (11/5/86)
- 3 Side yard - not less than 15 feet in width on each side of all structures
- 4 Rear yard - not less than 25 feet.

(h) Authorized Sanitary Sewer System

- 1 Public Sanitary Sewer



## **12.21-10 R-10 MULTIPLE-FAMILY RESIDENTIAL DISTRICT**

- (a) **Primary Purpose and Characteristics**  
The R-10 Multiple-Family Residential District is intended to provide for multiple-family residential development, at densities not to exceed 10.8 dwelling units per developable net acre served by public sanitary sewage facilities. All new structures and uses and changes or additions to existing structures and uses shall be in compliance with the site plan review requirements of this ordinance (See Section 12.08-2). (8/6/02)
- (b) **Principal Uses**
- 1 Community living arrangements having a capacity of 15 or fewer persons and which shall be in conformance with all state statutory requirements (2/18/92)
  - 2 Essential services
  - 3 Foster family homes having less than 4 foster children and not exceeding 8 total occupants and are in conformance with all state statutory requirements
  - 4 Multiple-family dwellings not to exceed eight (8) units per structure (2/18/92)
- (c) **Accessory Uses**
- 1 Accessory buildings, such as detached garages, sheds and gazebos, and boathouses (see also section 12.27-6) (8/6/02)
  - 2 Small wind energy system
  - 3 Solar energy system
  - 4 Swimming pools and spas (see also section 12.17) (8/6/02)
  - 5 Fences (see also section 12.15) (8/6/02)
  - 6 Decks and Patios (see also section 12.18.3)
- (d) **Conditional Uses (see also section 12.29-8)**
- 1 Community living arrangements for 16 or more persons and which are in conformance with all state statutory requirements (2/18/92)
  - ~~2 Multiple-family dwellings not to exceed eight (8) units per structure (2/18/92)~~
  - ~~32~~ Model apartments and model condominiums and related temporary real estate sales office located within the model unit
  - ~~43~~ Utility substations
- (e) **Lot Area and Width**
- 1 Lots shall have a minimum area of 12,000 square feet or 4,000 square feet per unit, whichever is larger, and
  - 2 All lots shall have a minimum width of 120 feet unless located on a cul-de-sac or curve in which case the lot frontage may be reduced to 60 feet of frontage provided there is at least 120 feet of width at the required building setback line.
- (f) **Building, Height, Area and Design Standards (9/5/06)**
- 1 No building or parts of a building shall exceed 35 feet in height
  - 2 The minimum total floor area of a multiple-family residential structure shall be 2,000 square feet, and in addition thereto:
    - a the minimum floor area per dwelling unit for an efficiency or one bedroom apartment shall be 400 square feet;
    - b the minimum floor area per dwelling unit of a two-bedroom apartment shall be 600 square feet;

- c and the minimum floor area per dwelling unit of a three or more bedroom apartment shall be 800 square feet.
- 3 All residential dwellings shall be attached to a permanent foundation, be properly connected to all required utilities, have a building footprint of which the dwelling unit is not less than 24-feet in width for at least fifty (50) percent of the length, have a roof pitch of not less than 5/12, and an eave extension of at least twelve (12) inches, except residences with an architectural style defined as Colonial or Greek Revival. (9/5/06)
- (g) Yards
  - 1 Street yard - not less than 65 feet from the right-of-way of all Federal, State, and County Trunk highways and not less than 40 feet from the right-of-way of all other roads. (8/6/02)
  - 2 Shore yard - not less than 75 feet from the ordinary high water mark of any navigable water (11/5/86)
  - 3 Side yard - not less than 15 feet in width on each side of all structures.
  - 4 Rear yard - not less than 25 feet.
- (h) Authorized Sanitary Sewer System
  - 1 Public Sanitary Sewer

#### **12.21-11 R-11 MULTIPLE-FAMILY RESIDENTIAL DISTRICT**

- (a) **Primary Purpose and Characteristics**  
The R-11 Multiple-Family Residential District is intended to provide for multiple-family residential development, at densities not to exceed 12.4 dwelling units per developable net acre, served by public sanitary sewage facilities. All new structures and uses and changes or additions to existing structures and uses shall be in compliance with the site plan review requirements of this ordinance (See Section 12.08-2). (8/6/02)
- (b) **Principal Uses**
- 1 Community living arrangements having a capacity of 15 or fewer persons and which shall be in conformance with all state statutory requirements (2/18/92)
  - 2 Essential services
  - 3 Foster family homes having less than 4 foster children and not exceeding 8 total occupants and are in conformance with all state statutory requirements
  - 4 Multiple-family dwellings (2/18/92)
- (c) **Accessory Uses**
- 1 Accessory buildings, such as detached garages, sheds and gazebos, and boathouses (see also section 12.27-6) (8/6/02)
  - 2 Small wind energy system
  - 3 Solar energy system
  - 4 Swimming pools and spas (see also section 12.17) (8/6/02)
  - 5 Fences (see also section 12.15) (8/6/02)
  - 6 Decks and Patios (see also section 12.18.3)
- (d) **Conditional Uses (see also section 12.29-8)**
- 1 Community living arrangements for 16 or more persons and which are in conformance with all state statutory requirements (2/18/92)
  - ~~2~~ Multiple family dwellings (2/18/92)
  - ~~3~~ Housing for the elderly
  - ~~4~~ Model apartments and model condominiums and related temporary real estate sales office located within the model unit
  - ~~5~~ Utility substations
- (e) **Lot Area and Width**
- 1 Lots shall have a minimum area of 20,000 square feet or 3,000 square feet per unit, whichever is larger, and
  - 2 Lots shall have a minimum width of 120 feet unless located on a cul-de-sac or curve in which case the lot frontage may be reduced to 60 feet of frontage provided there is at least 120 feet of width at the required building setback line.
- (f) **Building, Height, Area and Design Standards (9/5/06)**
- 1 No building or parts of a building shall exceed 35 feet in height
  - 2 The minimum total floor area of a multiple-family residential structure shall be 3,000 square feet, and in addition thereto:
    - a the minimum floor area per dwelling unit for an efficiency or one bedroom apartment shall be 300 square feet;

- b the minimum floor area per dwelling unit of a two-bedroom apartment shall be 500 square feet;
    - c and the minimum floor area per dwelling unit for a three or more bedroom apartment shall be 600 square feet.
  - 3 All residential dwellings shall be attached to a permanent foundation, be properly connected to all required utilities, have a building footprint of which the dwelling unit is not less than 24-feet in width for at least fifty (50) percent of the length, have a roof pitch of not less than 5/12, and an eave extension of at least twelve (12) inches, except residences with an architectural style defined as Colonial or Greek Revival. (9/5/06)
- (g) Yards
  - 1 Street yard - not less than 65 feet from the right-of-way of all Federal, State, and County Trunk highways and not less than 40 feet from the right-of-way of all other roads. (8/6/02)
  - 2 Shore yard - not less than 75 feet from the ordinary high water mark of any navigable water. (11/5/86)
  - 3 Side yard - not less than 15 feet in width on each side of all structures.
  - 4 Rear yard - not less than 25 feet.
- (h) Authorized Sanitary Sewer System
  - 1 Public sanitary sewer

## **12.29-8 STANDARDS FOR CONDITIONAL USES**

### **12.29-8(b)90:**

~~90 — Multiple family dwellings in the R-9, R-10, and R-11 Districts. (2/18/92)~~

- ~~a — In the R-9 District, dwellings containing between four and eight units per structure shall not be located closer than three hundred feet to any parcel of land zoned for a single-family residence.~~
- ~~b — Additionally, all applicants for developments of multiple family dwellings in the R-9, R-10, or R-11 Districts shall submit an application substantially complying with Section 12.26-4(h) of this Ordinance, which shall be reviewed pursuant to conditional use procedures and according to the additional standards contained in Section 12.26-4(k)1.a. to d.~~

## APPENDIX "A"—DEFINITIONS

### ~~CAMP LAKE/CENTER LAKE AREA (3/1/94)~~

~~That portion of Kenosha County located within the following U.S. Public Land Survey Quarter Sections of Township 1 North, Range 20 East, Village of Salem Lakes:~~

<del>Quarter Sections</del>	<del>Section</del>
<del>NE, NW, SW</del>	<del>15</del>
<del>SE</del>	<del>16</del>
<del>SE</del>	<del>20</del>
<del>NE, NW, SE, SW</del>	<del>21</del>
<del>NW</del>	<del>22</del>
<del>NE, NW, SE, SW</del>	<del>28</del>
<del>NE, NW, SE, SW</del>	<del>29</del>
<del>NE, NW, SE, SW</del>	<del>32</del>
<del>NE, NW, SE, SW</del>	<del>33</del>

### **FLOODLANDS (3/1/94)**

For the purpose of this Ordinance, the floodlands are all lands contained in the "regional flood" or 100-year recurrence interval flood. ~~For the purpose of this Ordinance, the floodlands are divided into the Floodplain Overlay District, the Camp Lake/Center Lake Floodway Overlay District, and the Camp Lake/Center Lake Floodplain Fringe Overlay District.~~

### ~~FLOODPLAIN FRINGE (3/1/94)~~

~~Those floodlands, outside the floodway, subject to inundation by the 100-year recurrence interval flood. For the purpose of this Ordinance, the floodplain fringe is included in the Camp Lake/Center Lake Floodplain Fringe Overlay District.~~

## EXECUTIVE SUMMARY

Section 12.05-4 of the Kenosha County General Zoning & Shoreland/Floodplain Zoning Ordinance (hereinafter "Ordinance") sets forth requirements regarding the submission of a professional survey document to compare the location of all new or extended building foundations with the location of all proposed construction activity reported on the issued permit application.

The Ordinance currently requires a property owner to hire a professional surveyor to complete a foundation survey immediately after the construction of a permitted principal structure, for example, a single-family residence.

In cases where a property owner is constructing an addition to a principal structure or a detached accessory building, such as a residential building addition, commercial building addition, detached accessory building or detached accessory building addition (not an accessory structure such as a deck, pool or fence), the code allows property owners the option to either agree to hire a professional surveyor to update their property survey immediately after construction of the building or sign and record against their title a waiver of liability of foundation survey document (hereinafter "waiver"). Recording the waiver effectively indefinitely postpones the survey update requirement until a later date – usually until the property is sold or there is an application to re-finance and the prospective buyer or bank after acknowledgement of the waiver via a title search requests the waiver be released from the title. In order to release the waiver from the title, a professional surveyor must then be hired to complete a current plat of survey of the property showing the permitted building. Said plat of survey is then to be submitted to Planning & Development where it is compared against the original permit document. If the permitted built structure(s) are found to have been constructed according to the Ordinance requirements, then a release of waiver document is prepared and issued by Planning & Development staff so as to satisfy those parties concerned. The waiver document is ultimately recorded with the Register of Deeds office upon closing in order to cancel the original waiver. Questions 8 through 12 of Planning & Development's FAQ webpage elaborate on this requirement.

In short, we have found the waiver option is not an effective means of ensuring permitted buildings are built to the size and location limits defined in the Ordinance. Waivers have become an enforcement tool used too late and under unrealistic circumstances. Waivers can easily sit a property title for more than a decade, leaving descendants of the person who constructed the building or worse – second generation property owners who ignored or assumed the waiver's obligations upon closing to be expected to correct the problem. It seems many times the task of clearing such a waiver from the title is done after there is an accepted offer and therefore only days before an anticipated closing – leaving little lead time to hire a surveyor who is 5-6 weeks out to complete an updated survey for the property, and not a good time for a structural violation to rear its head. Planners within the office of Planning & Development all have stories about upset property owners forced to deal with a requirement by a buyer or lending institution to satisfy the waiver prior to closing.

With this amendment realtors, lenders and title companies will stop seeing waiver documents cloud their title reports upon closing.

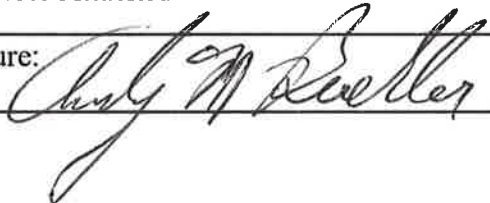
Requiring the survey update within short order while the construction project is recent and the property is still owned by the party that pulled the permit will simply hold the property owner accountable and gives Planning & Development the leverage it needs in terms of code enforcement and rectifying a found violation, which typically involves demolishing the structure or reducing its size. Amending the code will reduce the potential to burden a subsequent property owner who knowingly or not inherited a waiver when purchasing their property from having to rectifying a found violation.

Barring some exceptions, this amendment will require property owners to hire a professional surveyor to update their plat of survey within short order after construction and submit said survey document to Planning & Development in order to close the permit. It is our understanding that cost for a property survey can vary depending on size of the property, the amount and type of data requested to be drawn and accessibility and proximity to monumentation. While we understand hiring a surveyor costs more than the 30.00-dollar option to sign a waiver, we want to point out that there are added costs when the waiver option is taken. In addition to the 30.00-dollar fee necessary to record the original waiver, years later in order to release the waiver in addition to hiring a professional surveyor (a cost which has naturally risen over the course of time) there is a 20.00-dollar administrative fee to cover the cost to review the prepared survey document and prepare the release of waiver. After the release document is prepared there is another 30.00-dollar fee to record the release of waiver document. So in short, a property owner is paying 80.00-dollars in recording and administrative fees to postpone an action that will ultimately be completed once mandated by a prospective buyer or lender. We feel that the administrative time and costs to prepare and then release a waiver, combined with the unrealistic expectation that if a building is found to be constructed in violation that it is to be corrected years after construction, usually by a party that was not involved in its construction warrants an amendment to the Ordinance.



**Kenosha****County****BOARD OF SUPERVISORS****ORDINANCE NO. \_\_\_\_\_**

Subject: Daniels Living Trust, 1077 248<sup>th</sup> Ave., Kansasville, WI 53139 (Owner), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "SEC" to "Farmland Protection", "Rural-Density Residential" & "SEC" on Tax Parcel #30-4-220-231-0100, located in the E ½ of Section 23, T2N, R20E, Town of Brighton

Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: March 19, 2019		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

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

That Tax Parcel #30-4-220-231-0100, located in the E ½ of Section 23, T2N, R20E, Town of Brighton, be changed from "Farmland Protection" & "SEC" to "Farmland Protection", "Rural-Density Residential" & "SEC", as presented in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035.

For informational purposes only, this property is located at the southeast corner of the intersection of C.T.H. "X" (240<sup>th</sup> Avenue) and 18<sup>th</sup> Street.


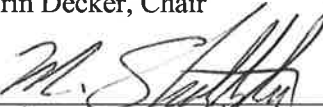
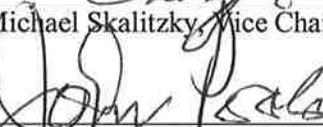
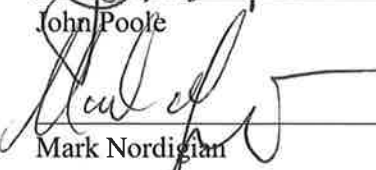
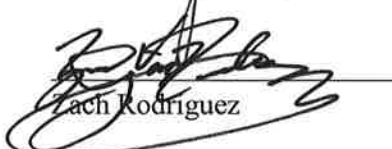
**Daniels Living Trust (Owner)**

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

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

Approved by:

PLANNING, DEVELOPMENT  
& EXTENSION EDUCATION  
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzky, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Mark Nordigian	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Zach Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## COMPREHENSIVE PLAN AMENDMENT SITE MAP

### PETITIONER(S):

Daniels Living Trust (Owner),  
Dale Daniels (Agent)

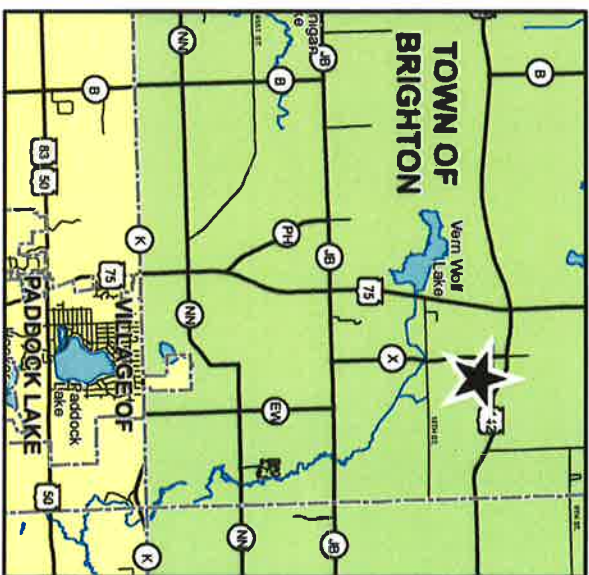
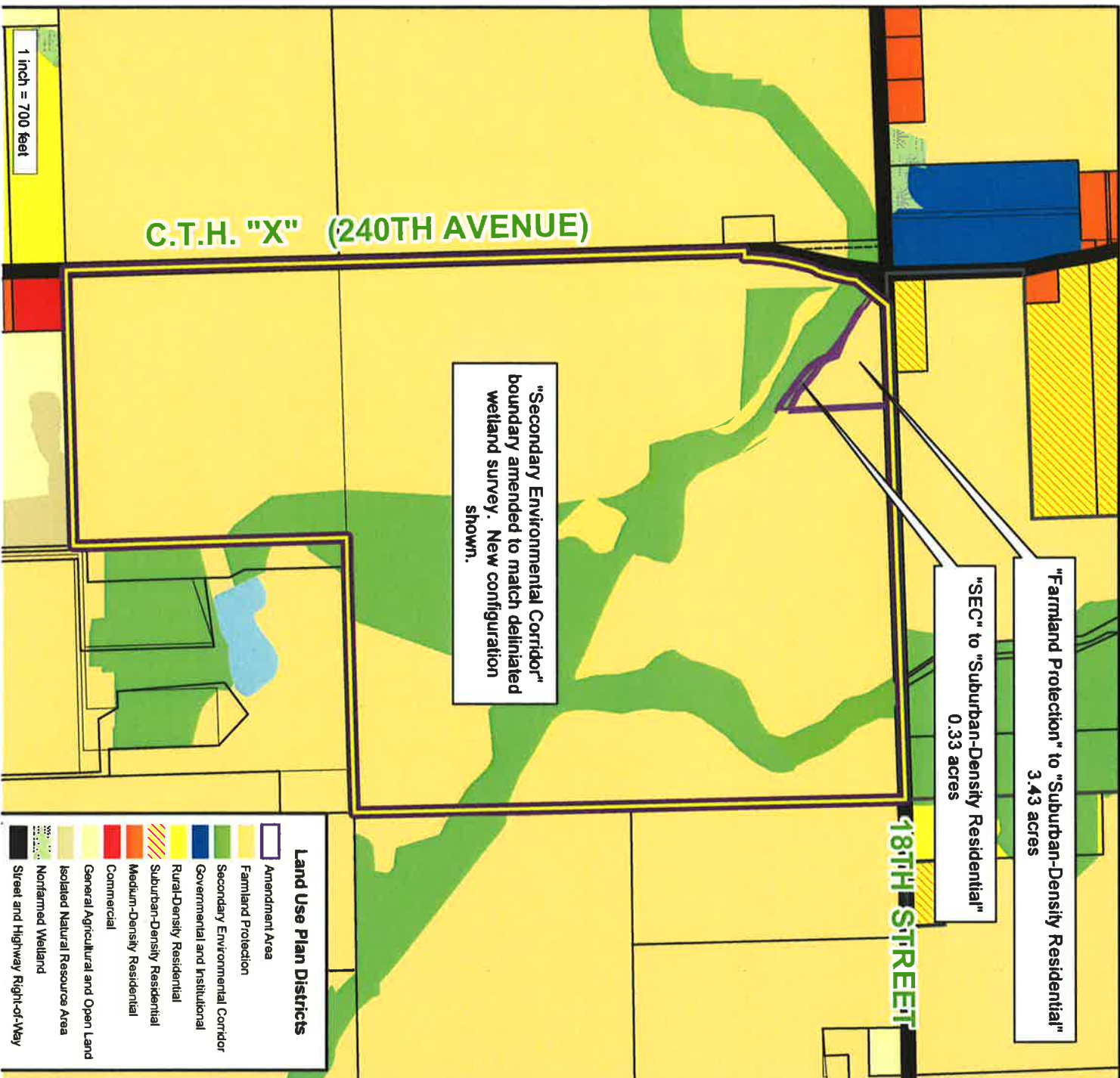
### LOCATION:

NE 1/4 of Section 23  
Town of Brighton

TAX PARCEL(S): #30-4-220-231-0100

### REQUEST:

Requesting an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" and "Secondary Environmental Corridor" to "Farmland Protection", "Rural-Density Residential" and "Secondary Environmental Corridor".



# Kenosha

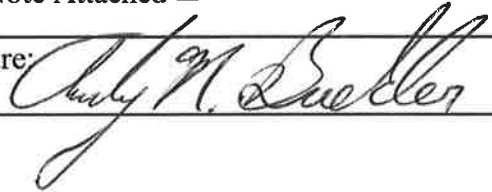


# County

## BOARD OF SUPERVISORS

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

Subject: Daniels Living Trust, 1077 248<sup>th</sup> Ave., Kansasville, WI 53139 (Owner), requesting a rezoning from A-1 Agricultural Preservation Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., R-1 Rural Residential Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #30-4-220-231-0100, located in the E ½ of Section 23, T2N, R20E, Town of Brighton.

Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: March 19, 2019		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

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

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

That the zoning of Tax Parcel #30-4-220-231-0100, located in the E ½ of Section 23, T2N, R20E, Town of Brighton, be changed as follows:

from A A-1 Agricultural Preservation Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., R-1 Rural Residential Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist.


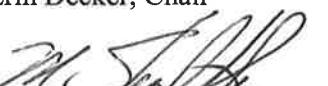

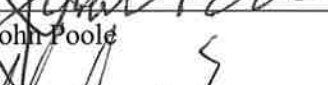

**Daniels Living Trust (Owner)**

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

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

Approved by:

PLANNING, DEVELOPMENT  
& EXTENSION EDUCATION  
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzyk, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Mark Nordigian	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Zach Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## REZONING SITE MAP

### PETITIONER(S):

Daniels Living Trust (Owner),  
Dale Daniels (Agent)

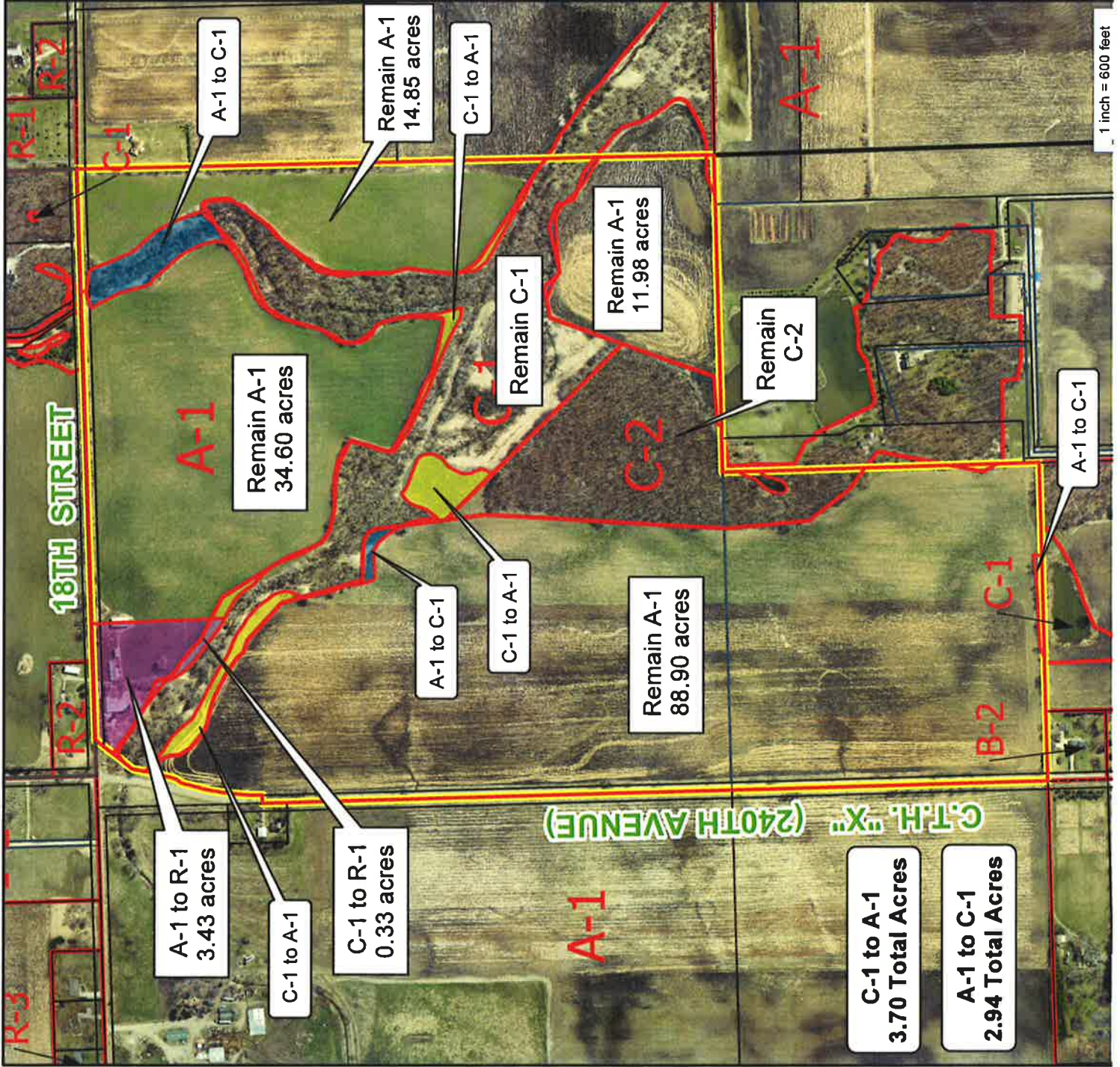
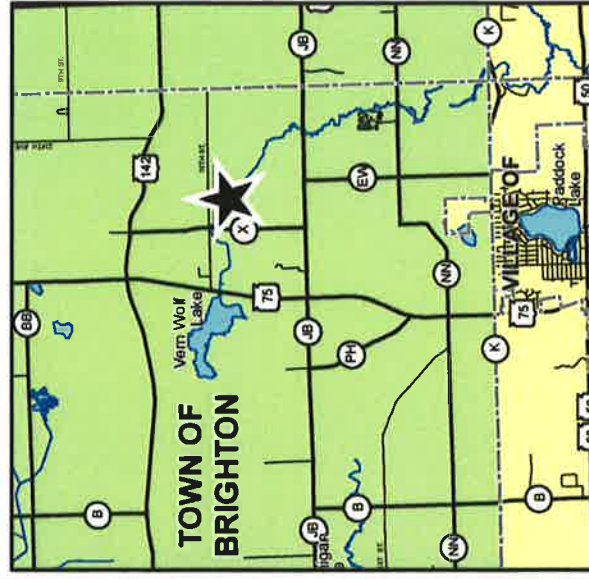
### LOCATION:

NE 1/4 of Section 23,  
Town of Brighton

TAX PARCEL(S): #30-4-220-231-0100

### REQUEST:

Requesting a rezoning from A-1 Agricultural Preservation District, C-2 Upland Resource Conservancy District & C-1 Lowland Resource Conservancy District to A-1 Agricultural Preservation District, R-1 Rural Residential District, C-2 Upland Resource Conservancy District & C-1 Lowland Resource Conservancy District.






# KENOSHA COUNTY

## BOARD OF SUPERVISORS

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

Subject: <b>RESOLUTION TO APPROVE THE APPOINTMENT OF JUNE SINKFIELD TO THE KENOSHA COUNTY COMMISSION ON AGING AND DISABILITY SERVICES</b>			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: February 5, 2019		Date Resubmitted:	
Submitted By: Human Services Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: John T. Jansen		Signature: 	

**WHEREAS**, pursuant to County Executive Appointment 2018/19-32, the County Executive has re-appointed **June Sinkfield** to serve on the **Kenosha County Commission on Aging and Disability Services**.

**WHEREAS**, the Human Services Committee has reviewed the request of the County Executive for confirmation of his appointment of the above named to serve on the **Kenosha County Commission on Aging and Disability Services** and is recommending to the County Board the approval of this appointment,

**NOW, THEREFORE, BE IT RESOLVED** that the Kenosha County Board of Supervisors confirms the appointment of **Judy Jensen** to the **Kenosha County Commission on Aging and Disability Services**. **June Sinkfield** appointment shall be effective immediately and continuing until the **31<sup>st</sup> Day of December 2021**, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. **June Sinkfield** will serve without pay.

**HUMAN SERVICES COMMITTEE:**

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
_____ William Grady, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Michael Goebel, Vice Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Andy Berg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ David Celebre	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Daniel Gaschke	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Gabe Nudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Zach Rodriguez	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



# COUNTY OF KENOSHA

## OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

1010 – 56<sup>th</sup> Street, Third Floor  
Kenosha, Wisconsin 53140

(262) 653-2600

Fax: (262) 653-2817

### APPOINTMENT 2018/19-35

**RE: KENOSHA COUNTY COMMISSION ON AGING AND DISABILITY SERVICES**

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Ms. June Sinkfield

to serve on the Kenosha County Commission on Aging and Disability Services beginning immediately upon confirmation of the County Board and continuing until the 31<sup>st</sup> day of December, 2021 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Ms. Sinkfield will be filling a vacancy on the Commission.

Ms. Sinkfield will serve without pay.

Respectfully submitted this 14<sup>th</sup> day of February, 2019.

Jim Kreuser

Kenosha County Executive



COUNTY OF KENOSHA  
OFFICE OF THE COUNTY EXECUTIVE  
JIM KREUSER

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

(Please type or print)

Name: June E. SINKfield  
First Middle Last

Residence Address: \_\_\_\_\_

Previous Address if above less than 5 years: \_\_\_\_\_

Occupation: Retired  
Company Title

Business Address: N/A

Telephone Number: Residence Business N/A

Daytime Telephone Number: \_\_\_\_\_

Mailing Address Preference: Business ( ) Residence ( ☒ )

Email Address: SINKfield

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

If yes, please attach a detailed document.

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

Volunteer SHALOM COR, Army  
KAFAS  
ADRC Quality ~~Committee~~ Committee

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

Second Baptist Church Mission Ministry  
Working & helping the Needy

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

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

Nominee's Supervisory District County Board District 11

Governmental Services: List services with any governmental unit.

\_\_\_\_\_

\_\_\_\_\_

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

Ethnic Elders Kenosha County  
Second Baptist Church working w/ Elders

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

Jane Surfield  
Signature of Nominee

1/9/19  
Date

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

\_\_\_\_\_  
(For Office Use Only)

Appointed To: \_\_\_\_\_  
Commission/Committee/Board

Term: Beginning \_\_\_\_\_ Ending \_\_\_\_\_

Confirmed by the Kenosha County Board on: \_\_\_\_\_

New Appointment \_\_\_\_\_ Reappointment \_\_\_\_\_

Previous Terms: \_\_\_\_\_  
\_\_\_\_\_

**KENOSHA COUNTY  
BOARD OF SUPERVISORS**

**RESOLUTION NO. \_\_\_\_\_**

<b>Subject: 2019 WI Dept of Justice Law Enforcement Drug Trafficking Response Equipment Grant</b>			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: March 19, 2019		Date Resubmitted	
Submitted By: <b>Judiciary &amp; Law Enf. Committee &amp; Finance/ Admin Committee</b>			
Fiscal Note Attached: X		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert E. Hallisy, Captain of Operations		Signature: <i>Capt. Robert E. Hallisy</i>	

WHEREAS, Racine County, acting as the lead agency for the South East Wisconsin Drug Operations consortium (S.E.A.D.O.G.), had been offered a grant of up to \$50,000 through the State of Wisconsin Department of Justice to afford equipment to support the operations of the Drug Units in the multi-jurisdictional drug task force group, and

WHEREAS, the Sheriff's Department's Kenosha Drug Operations Group unit was allocated \$10,000 for equipment needs, and

WHEREAS, the grant spending period is January 2019 through December, 2019, and

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

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the \$10,000 awarded to the Kenosha Drug Operations Group and approve the modification to expense and revenue budgets as detailed in the attached budget modification form, which is incorporated herein by reference.

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

Note: This resolution requires NO additional funds from the general fund. It increases revenues by \$10,000 and increases expenditures by \$10,000

**Subject: 2019 WI Dept of Justice Law Enforcement Drug Trafficking Response Equipment Grant**

Original ☒

Corrected ☐

2<sup>nd</sup> Correction ☐

Resubmitted ☐

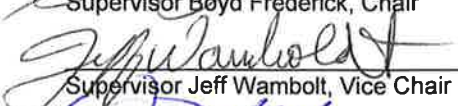
Date Submitted: March 19, 2019


Date Resubmitted

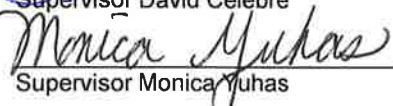
Submitted By: Judiciary & Law Enf.  
Committee & Finance/Admin Committee

Respectfully Submitted,  
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

  
Supervisor Boyd Frederick, Chair

  
Supervisor Jeff Wambolt, Vice Chair

  
Supervisor David Celebre

  
Supervisor Monica Yuhas

Supervisor Zach Rodriguez

Aye No Abstain Excused

☒ ☐ ☐ ☐


☒ ☐ ☐ ☐

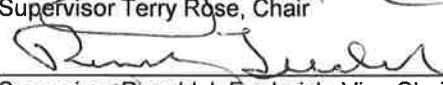
☒ ☐ ☐ ☐

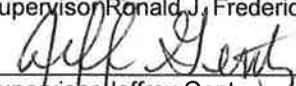
☒ ☐ ☐ ☐

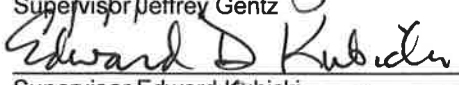
☐ ☐ ☐ ☐

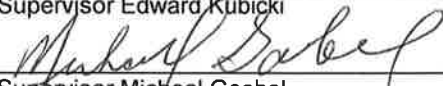
FINANCE/ADMINISTRATION COMMITTEE

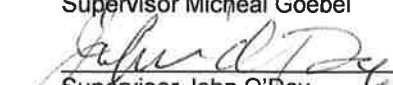
  
Supervisor Terry Rose, Chair

  
Supervisor Ronald J. Frederick, Vice Chair

  
Supervisor Jeffrey Gentz

  
Supervisor Edward Kubicki

  
Supervisor Michael Goebel

  
Supervisor John O'Day

  
Supervisor Jeff Wambolt

Aye No Abstain Excused

☒ ☐ ☐ ☐

☒ ☐ ☐ ☐

☒ ☐ ☐ ☐

☒ ☐ ☐ ☐

☒ ☐ ☐ ☐

☒ ☐ ☐ ☐

☒ ☐ ☐ ☐

**KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM**

DEPT/DIVISION: **SHERIFF 2019**

BRE # _____	G/L DATE _____
ENTRY DATE _____	

PURPOSE OF BUDGET MODIFICATION (REQUIRED): Establish a Revenue and Expense budget to account for a new Grant Award through the State of WI Dept of Justice for equipment for the Drug Unit.

The grant amount is the Kenosha Co. Sheriff's Dept share of a larger grant managed by the Racine Co. Sheriff's Dept.

(1) MAIN ACCOUNT DESCRIPTION EXPENSES	(2)					BUDGET CHANGE REQUESTED		(5) ADOPTED BUDGET	(6) CURRENT BUDGET	(7) ACTUAL EXPENSES	AFTER TRANSFER	
	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	PROJECT	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)				(8) REVISED BUDGET	(9) EXPENSE BAL AVAIL
Machinery/Equip <\$5000	100	210	2170	530050	003526	10,000		0	0	0	10,000	10,000
EXPENSE TOTALS						10,000	0	0	0	0	10,000	10,000

REVENUES	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
WI Dept of Justice	100	210	2170	442550		(10,000)	0	0	(10,000)
REVENUE TOTALS					0	(10,000)	0	0	0

COLUMN TOTALS (EXP TOTAL + REV TOTAL)

10,000 (10,000)

PREPARED BY: Nancy Otis

DIVISION HEAD:

DATE: 2-25-19

DEPARTMENT HEAD:

DATE: 2-25-19

FINANCE DIRECTOR:

(required)

DATE: 2/26/19

COUNTY EXECUTIVE:

DATE: 2-26-19

Please fill in all columns:

- (1) & (2) Main Account information as required
- (3) & (4) Budget change requested
- (5) Original budget as adopted by the board
- (6) Current budget (original budget w/past mods.)
- (7) Actual expenses to date
- (8) Budget after requested modifications
- (9) Balance available after transfer (col 8 - col 7).

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

## Law Enforcement Drug Trafficking Response (2019)

The Wisconsin Department of Justice (DOJ) through its Justice Programs Section provides financial and technical assistance to public safety and criminal justice agencies throughout the state. As the state administering agency for state and federal juvenile and criminal justice programs DOJ is responsible for establishing funding priorities, developing application criteria, awarding and disseminating grants, and assessing project achievements. This grant announcement provides information about a specific grant opportunity and instructions to help those eligible apply for a share of the available funds.

### Program Description

Through this grant announcement, DOJ is seeking applications from Wisconsin law enforcement and tribal law enforcement agencies for state funds to support the investigation and response to drug trafficking within the state. A Wisconsin law enforcement agency or tribal law enforcement agency receiving a grant under this section may use the grant to fund extra training for law enforcement officers, or any other purpose, such as necessary equipment or supplies, that is directly related to drug trafficking response and that is not an existing program within the agency at the time the grant is received.

### Award Information

Law Enforcement Drug Trafficking Response funding will be provided on a calendar year basis. A total of \$1,000,000 in State funds is available for the period January 1, 2019 through December 31, 2019. A Wisconsin law enforcement agency or tribal law enforcement agency may apply to the department of justice for a grant under this section and shall include a proposed plan of expenditure of the grant money. The proposed plan of expenditure shall specify a new program or purpose for which the funds will be used. If the proposed plan of expenditure will result in the agency incurring an ongoing expense that will continue after all grant funds have been spent, the plan shall include a description of how that expense will be met when there are no remaining grant funds.

Upon application approval, the applicant agency's project director will receive paper grant award documents by mail in approximately 30 days. Once grant award documents are signed and returned to DOJ, the project may begin on the date listed. DOJ grant funds are funded on a reimbursement basis, meaning that during the grant period, funded projects will track expenditures and request reimbursement from DOJ through quarterly financial reports.

### Submit Applications Using Egrants

Applications must be submitted through the Egrants online grants management system. If you have never used Egrants before, you will need to register for access to the system. To register online, go to <http://register.wisconsin.gov/AccountManagement/> and complete the 'self registration' process. On the account registration site, you will have a choice between the DOJ Egrants and WEM Egrants. Please take care to select **DOJ Egrants** during this process.

Authorization to access Egrants can take several days depending on registration activity. The DOJ help desk is open Monday-Friday 8am-4:30pm if you need assistance. (Please note: If you register outside of these hours, access may not be approved until the next business day.) Once your Egrants access has been approved, you may begin your online grant application.

## **Grant Announcement Summary**

**Program Area:** Criminal Justice

**Grant Title:** Law Enforcement Drug Trafficking Response (2019)

**Description:** Authority for this program comes from WI Statute 165.984, which states that: "The department of justice shall establish policies and procedures for the distribution of grants from the appropriation under s. 20.455 (2) (cm) to Wisconsin law enforcement agencies and tribal law enforcement agencies to fund law enforcement response to drug trafficking. Notwithstanding s. 227.10 (1), the department need not promulgate the required policies and procedures as rules under ch. 227."

**Opportunity Category:** Competitive

**Important Dates:** The funding period for this grant will be January 1, 2019 to December 31, 2019.

- Application Due Date: December 10, 2018
- Project Start Date: January 1, 2019
- Project End Date: December 31, 2019

**Anticipated Funding Amount:** Through 2017 Wisconsin Act 261, a total of \$1,000,000 in State funds is available to eligible Wisconsin law enforcement and tribal law enforcement agencies for the calendar year 2019. The Department of Justice will review each application and plan and may provide grants to an eligible Wisconsin law enforcement agency or tribal law enforcement agency of not less than \$25,000 and not more than \$50,000 per application.

**A grant will be provided only to fund a new program or purpose within the agency and will not be provided to supplement an existing program.**

**Priority consideration will be given to applications from multi-jurisdictional drug task forces intended to enhance interagency coordination, share intelligence, and facilitate multi-jurisdictional investigations focused on drug trafficking within the state.**

**Please note that all awards are subject to the availability of appropriated State funds and to any modifications or additional requirements that may be imposed by law.**

**Match/Cost Sharing Requirement:** There is no local match required.

**Eligibility:** Eligibility is limited to Wisconsin law enforcement and tribal law enforcement agencies. "Wisconsin law enforcement agency" means a governmental unit of one or more persons employed full time by this state or a political subdivision of this state for the purpose of preventing and detecting crime and enforcing state laws or local ordinances, employees of which unit are authorized to make arrests for crimes while acting within the scope of their authority,

and includes a task force administered by the department of justice that exists to respond to drug crimes.

**Eligible Expenses:** Funding may be used for travel and training, contractual/consultant expenses, supplies and operating expenses, equipment purchases and confidential funds.

**All expenses must be new and cannot replace existing state or local government funding.** Substitution of existing funds will be the subject of monitoring and audit. Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, repayment of monies provided under a grant, and civil and/or criminal penalties.



2019 Summary - WI OJA Law Enf Drug Trafficking Response Grant

	2019	2019
	Federal	OJA State
	Request	Match
Personnel:	\$ -	\$ -
Travel:	\$ -	\$ -
Equipment:	\$ -	\$ -
Supplies/Operating Expenses:	\$ 9,969	\$ -
Contractual:	\$ -	\$ -
Confidential Funds:	\$ -	\$ -
Total:	\$ 9,969	\$ -

Percentages: 100.00% 0.00%



Kenosha County  
Administrative Proposal Form

**1. Proposal Overview**

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

RESOLUTION: Request to approve a grant offer for \$10,000 offered by the State of WI Department of Justice passed through the Racine Co. Sheriff's Dept. This grant offer is up to \$50,000 and is shared amongst the five participating counties in the Southeast Area Drug Operations Group (S.E.A.D.O.G.) managed by the Racine Co. Sheriff's Dept. The Sheriff proposes spending our share of \$10,000 on equipment to support the drug unit operations.

Dept./Division Head Signature: Capt. M. J. 153

Date: 2-25-19

**2. Department Head Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: DL B

Date: 2-25-19

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: D.W. 177

Date: 2/26/19

**4. County Executive Review**

Comments:

Action: Approval ☐ Non-Approval ☐

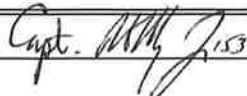
Executive Signature: B. C. 153

Date: 2/26/19

**KENOSHA COUNTY  
BOARD OF SUPERVISORS**

**RESOLUTION NO. \_\_\_\_\_**

**Subject: 2019 Organized Crime Drug Enforcement Task Forces Strategic Initiative (OCDETF) Funding for Overtime**

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: March 19, 2019		Date Resubmitted	
Submitted By: Judiciary & Law Enforcement Committee and Finance/Administrative Committee			
Fiscal Note Attached <input checked="" type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert E. Hallisy, Captain of Operations		Signature: 	

WHEREAS, the federal Organized Crime Drug Enforcement Task Forces (OCDETF) agency has partnered with the Sheriff's Department's drug unit- Kenosha Drug Operations Group (KDOG) , for investigative assistance and will reimburse for overtime costs incurred, up to \$25,000, to assist in a federal OCDETF investigation, and

WHEREAS, this round of funding will provide reimbursement for the cost of overtime hours worked by the KDOG unit detectives beginning January 2019 through September 2019, and

WHEREAS, the Sheriff will submit monthly reimbursement claims to the OCDETF Executive Office, and

WHEREAS, the reimbursement claims may include overtime hours worked by Sheriff's Department Detectives, Kenosha Police Department Detectives, and Twin Lakes Police Department Detectives who are assigned to the Sheriff's KDOG unit, working the OCDETF funded investigation, and

WHEREAS, the Sheriff's Department will reimburse the Kenosha Police Department and Twin Lakes Police Department for any overtime expense that their detectives incurred under the grant program.

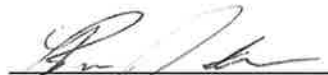
NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the investigations partnership funding support with OCDETF of \$25,000 and approve the Revenue and Expenditure budget modifications to the Sheriff's 2019 budget as per the attached budget modification form, which is incorporated herein by reference.

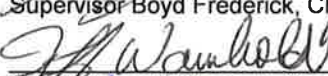
BE IT FURTHER RESOLVED, that any unobligated funds remaining at year end be hereby authorized for carryover to the subsequent year until such time as the funds are expended in accord with the OCDETF requirements, and that the Administration be authorized to modify the grant appropriations among various budget and expenditure units within the Sheriff's Department in accordance with all federal and state regulations of the program and in compliance with generally accepted accounting principles and if OCDETF offers supplemental funding under this same program, during this funding period, that Administration be authorized to increase the appropriation for the revenue and expenditure as long as the original intent of the funding has not changed and the costs incurred will be fully funded by the supplemental award.


**Subject: 2019 Organized Crime Drug Enforcement Task Forces Strategic Initiative (OCDETF) Funding for Overtime**

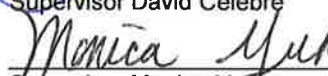
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: March 19, 2019		Date Resubmitted	
Submitted By: <b>Judiciary &amp; Law Enforcement Committee and Finance/Administrative Committee</b>			

Respectfully Submitted,  
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

  
Supervisor Boyd Frederick, Chair

  
Supervisor Jeff Wambolt, Vice Chair

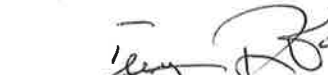
  
Supervisor David Celebre


  
Supervisor Monica Yufas

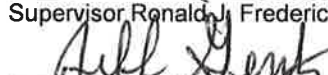
Supervisor Zach Rodriguez

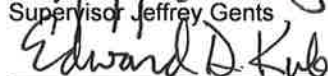
<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

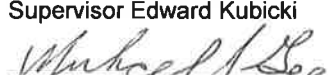
FINANCE/ADMINISTRATION COMMITTEE


  
Supervisor Terry Rose, Chair

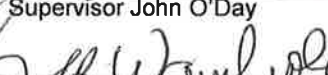
  
Supervisor Ronald J. Frederick, Vice-Chair

  
Supervisor Jeffrey Gents

  
Supervisor Edward Kubicki

  
Supervisor Michael Goebel

  
Supervisor John O'Day

  
Supervisor Jeff Wambolt

<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM**

DEPT/DIVISION: **SHERIFF** **2019**

BRE # _____	G/L DATE _____
ENTRY DATE _____	

PURPOSE OF BUDGET MODIFICATION (REQUIRED): Modify the Sheriff's Department - Drug Unit budgets to recognize federal OCDEF funding available to cover overtime costs  
incurred assisting the feds in an investigation. Employer paid benefits associated with overtime hrs worked is not covered by OCDEF.  
Adjust the Overtime budget for the KSD Detvs and Misc Contr Services to reimbursement other Law Enf agencies assisting in the invest.

(1) MAIN ACCOUNT DESCRIPTION EXPENSES	(2)						BUDGET CHANGE REQUESTED		(5) ADOPTED BUDGET	(6) CURRENT BUDGET	(7) ACTUAL EXPENSES	AFTER TRANSFER	
	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	PROJECT	SUB-PROJECT	(3) EXPENSE INCREASE (+)	(4) EXPENSE DECREASE (-)				(8) REVISED BUDGET	(9) EXPENSE BAL AVAIL
Overtime	100	210	2170	511200	003525		8,000		0	0	0	8,000	8,000
Misc Contractual Services	100	210	2170	529900	003525		17,000		0	0	0	17,000	17,000
EXPENSE TOTALS							25,000	0	0	0	0	25,000	25,000

REVENUES	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
OCDEF Assist Investigation	100	210	2170	442545		(25,000)	0	0	(25,000)
REVENUE TOTALS					0	(25,000)	0	0	0

COLUMN TOTALS (EXP TOTAL + REV TOTAL)

25,000 (25,000)

PREPARED BY: Nancy Otis

DIVISION HEAD: Capt. M. J. 2.13 DATE: 2-21-19

DEPARTMENT HEAD: [Signature] DATE: 2-26-19

FINANCE DIRECTOR: [Signature]  
(required)

DATE: 2/26/19

COUNTY EXECUTIVE: [Signature] DATE: 2/26/19

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

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2019 Agreement**  
**FOR THE USE OF THE STATE OR LOCAL**  
**OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS #: 198506628  
Federal Tax Identification #: 39-600707

UFMS Doc#: \_\_\_\_\_  
DC#: \_\_\_\_\_

Amount Requested:

\$ 25,000.00

Number of Officers Listed: 15

OCDETF Investigation / Strategic Initiative  
Number: GL-WIE-196

Operation  
Name: Big Dog

From: December 15, 2018  
Beginning Date of Agreement  
To: September 30, 2019  
Ending Date of Agreement

Federal Agency Investigations:  
Number: 245D-MW-2971517

State or Local Organization

Narcotics Supervisor: [REDACTED]  
Telephone Number: [REDACTED]  
E-mail Address: [REDACTED]

State or Local Organization Name:

Kenosha County Sheriff's Department

Address to receive OCDETF paperwork (no PO Boxes):

ATTN: \_\_\_\_\_  
1000 55th Street  
Kenosha, WI 53140

Sponsoring Federal Agency(ies):  
Federal Bureau of Investigation

Sponsoring Federal Agency  
Group/Squad Supervisor: [REDACTED]  
Telephone Number: [REDACTED]  
E-mail Address: [REDACTED]

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Nancy Otis

Telephone Number: (262) 605-5100

E-mail Address: nancy.otis@kenoshacounty.org

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2019.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.



6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.





\_\_\_\_\_  
 Authorized State or Local Official      Title      Date

Approved By:

Sponsoring Federal Agency Special Agent in Charge or Designee \_\_\_\_\_ Date \_\_\_\_\_

Approved By:

---

*Sponsoring Agency Regional OCDETF Coordinator*
*Date*

Approved By:

Assistant United States Attorney Regional OCDETF Director \_\_\_\_\_ Date \_\_\_\_\_

Funds Certified:

OCDETF Executive Office Date

Approving Official:

OCDETF Executive Office Date

## Addendum A

### Definition of "Full-Time Participation" Exemption

Officers assigned to OCDETF Investigations or Strategic Initiatives are expected to work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s).

### Any Other Exceptions or Justifications

There are limited circumstances where OCDETF State and Local Overtime funding may be made available.

1. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer worked eight hours of regular time in a given day on OCDETF investigations, overtime may be claimed for that date without a waiver.
2. When a small state or local agency has insufficient personnel to allow the "full-time" commitment of officers, an email must be sent to the Regional Agency coordinator requesting and justifying the exception before the overtime is worked. If the coordinator approves it, he will forward it to the USAO for approval. If no regular hours were worked, no more than sixteen hours of overtime may be reimbursed in a month for any officer under this provision.
3. If an unforeseen event occurs, such as an unexpected surveillance, and the investigation would suffer without those additional resources, overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is performed at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted. If no regular hours were worked, no more than sixteen hours of overtime may be reimbursed in a month for any officer under this provision.

A written justification for any waiver request where no regular hours were worked, under exceptions # 2 and #3, must be attached to each affected claim for reimbursement.

Acknowledged:

J. J. SW SHERIFF 1-2-19  
Signature of Authorized State or Local Official Title Date

## Addendum B

### Identification of Additional Policy Requirements

Authorization to expend funds under this Agreement is effective only after it has been approved and funded by the OCDETF Regional Coordination Group (RCG).

Provide an accurate address for the State/Local Supervisor – this is imperative for mailing purposes.

- 1.If additional officers must be added subsequent to the original agreement, the form adding officers must be submitted to the coordinator prior to permitting them to work overtime.
- 2.Officers ranked above sergeant will not be eligible for overtime.
- 3.Reimbursement for travel and per diem costs for state and local officers under this agreement is not covered under this agreement and is the responsibility of the sponsoring federal agency.
- 4.All overtime reimbursement requests must be submitted to the RCG within thirty days of the close of the month in which the overtime was worked. Zero amounts are to be provided to Coordinators by the 15th of each month.
- 5.A reimbursement form must be submitted each month, even if the amount is zero. If no regular or overtime hours were worked, a cover page reporting 0 hours must be submitted. The officer log does not need to be submitted in that situation.

Acknowledged:

X J I [Signature] SHERIFF 1-2-19  
Signature of Authorized State/ Local Official Title Date

**Kenosha County  
Administrative Proposal Form**

**1. Proposal Overview**

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

RESOLUTION: To accept \$25,000 in funding from the Federal Organized Crime Drug Enforcement Task Forces (OCDETF) office to reimburse overtime costs associated with assisting the feds on special OCDETF investigations. The funding will cover the period January 2019 through September 2019. The funds will be used to reimburse for overtime incurred by detectives in the Sheriff's Dept. Drug Operations Unit.

Dept./Division Head Signature: Capt. M. J. [Signature] Date: 2-21-19

**2. Department Head Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: [Signature] Date: 2-25-19

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: [Signature] Date: 2/26/19

**4. County Executive Review**

Comments:

Action: Approval ☐ Non-Approval ☐

Executive Signature: [Signature] Date: 2/26/19

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

DISTRIBUTION

- Original Returned to Requesting Dept.

**KENOSHA COUNTY  
BOARD OF SUPERVISORS**

**RESOLUTION NO. \_\_\_\_\_**

<b>Subject: 2019 WI OJA Multi-Jurisdiction Drug Task Force Grant – South East Area Drug Operations Group (S.E.A.D.O.G.)</b>			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: March 19, 2019		Date Resubmitted	
Submitted By: <b>Judiciary &amp; Law Enf. Committee &amp; Finance/ Admin Committee</b>			
Fiscal Note Attached: X		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert E. Hallisy, Captain of Operations		Signature: <i>Capt. M. J. J. 2019</i>	

WHEREAS, Racine County, acting as the lead agency for the South East Wisconsin Drug Operations consortium (S.E.A.D.O.G.), had been awarded a continuation grant totaling \$211,792 comprised of \$125,176 of funding through the WI Office of Justice Assistance via the federal Byrne Memorial Justice Assistance Grant program and \$86,616 from the WI Penalty Assessment fund (i.e. state local match funds), to support the multi-jurisdictional drug task force that includes Kenosha, Racine, Dodge, Jefferson and Walworth counties, aka, Southeast Area Drug Operations Group, S.E.A.D.O.G., and

WHEREAS, the grant attributes \$53,140 to the Kenosha County's Drug Task Force for 2019 to support investigation costs, such as, informant information, drug buys, purchase of equipment, telecommunications expenditures and overtime expense, and

WHEREAS, the grant spending period is January – December, 2019 and will not require any additional tax levy dollars.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the 2019 Drug Task Force grant of \$53,140 for the Sheriff's Department and approve budget modifications as detailed in the attached budget modification form, which is incorporated herein by reference.

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

Note: This resolution requires NO additional funds from the general fund. It increases revenues by \$53,140 and increases expenditures by \$53,140.



**Subject: 2019 WI OJA Multi-Jurisdiction Drug Task Force Grant – South East Area Drug Operations Group (S.E.A.D.O.G.)**

Original ☒

Corrected ☐

2<sup>nd</sup> Correction ☐


Resubmitted ☐

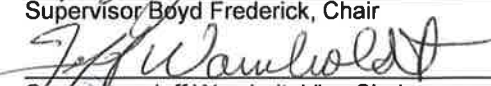
Date Submitted: March 19, 2019

Date Resubmitted

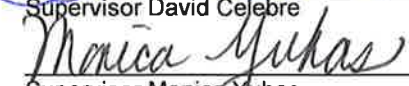
Submitted By: **Judiciary & Law Enf.  
Committee & Finance/Admin Committee**

Respectfully Submitted,  
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

  
Supervisor Boyd Frederick, Chair

  
Supervisor Jeff Wambolt, Vice Chair

  
Supervisor David Celebre

  
Supervisor Monica Yuhas

Supervisor Zach Rodriguez

Aye    No    Abstain    Excused

☒    ☐    ☐    ☐

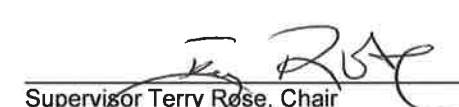
☒    ☐    ☐    ☐


☒    ☐    ☐    ☐

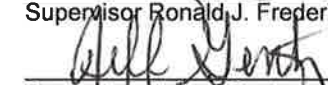
☒    ☐    ☐    ☐

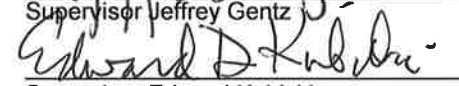
☐    ☐    ☐    ☐

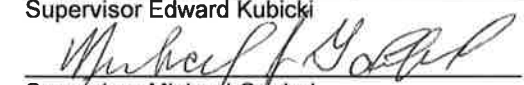
FINANCE/ADMINISTRATION COMMITTEE


  
Supervisor Terry Rose, Chair

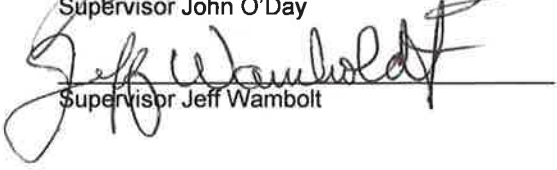
  
Supervisor Ronald J. Frederick, Vice Chair

  
Supervisor Jeffrey Gentz

  
Supervisor Edward Kubicki

  
Supervisor Micheal Goebel

  
Supervisor John O'Day

  
Supervisor Jeff Wambolt

Aye    No    Abstain    Excused

☒    ☐    ☐    ☐

☒    ☐    ☐    ☐

☒    ☐    ☐    ☐

☒    ☐    ☐    ☐

☒    ☐    ☐    ☐

☒    ☐    ☐    ☐

☒    ☐    ☐    ☐

**KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM**DEPT/DIVISION: **SHERIFF 2019**

BRE # \_\_\_\_\_

G/L DATE \_\_\_\_\_

ENTRY DATE \_\_\_\_\_

PURPOSE OF BUDGET MODIFICATION (REQUIRED): Modify 2019 budgets for Revenue and Expenditures to acknowledge the 2019 SEADOG grant award from the State of WI OJA office.  
in the amount of \$53,140. Project Number: 003222

(1) MAIN ACCOUNT DESCRIPTION EXPENSES	(2)						BUDGET CHANGE REQUESTED		(5) ADOPTED BUDGET	(6) CURRENT BUDGET	(7) ACTUAL EXPENSES	AFTER TRANSFER	
	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	PROJECT	SUB-PROJECT	(3) EXPENSE INCREASE (+)	(4) EXPENSE DECREASE (-)				(8) REVISED BUDGET	(9) EXPENSE BAL AVAIL
Overtime	100	210	2170	511200	003222		7,403		48,400	48,400	3,396	55,803	52,407
Other Professional Services	100	210	2170	521900	003222		17,000		17,027	17,027	0	34,027	34,027
Telecommunications	100	210	2170	522500	003222		2,700		820	820	148	3,520	3,372
Investigation	100	210	2170	525400	003222		21,345		10,000	10,000	40,000	31,345	-8,655
Machiney/Equip <\$5000	100	210	2170	530050	003222		4,692		0	0	0	4,692	4,692
EXPENSE TOTALS							53,140	0	76,247	76,247	43,544	129,387	85,843

REVENUES	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
Drug Unit Grant	100	210	2170	445820		(53,140)	0	0	(53,140)
REVENUE TOTALS					0	(53,140)	0	0	0

**COLUMN TOTALS (EXP TOTAL + REV TOTAL)**

53,140 (53,140)

PREPARED BY: Nancy OtisDIVISION HEAD: Capt. [Signature]DATE: 2-21-19DEPARTMENT HEAD: [Signature]DATE: 2-26-19FINANCE DIRECTOR: [Signature]

(required)

DATE: 2/26/19COUNTY EXECUTIVE: [Signature]DATE: 2/26/19

Please fill in all columns:

- (1) & (2) Main Account information as required
- (3) & (4) Budget change requested
- (5) Original budget as adopted by the board
- (6) Current budget (original budget w/past mods.)
- (7) Actual expenses to date
- (8) Budget after requested modifications
- (9) Balance available after transfer (col 8 - col 7).

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

12/3/18

# 2019 Summary

## FUNDING SOURCES:

	2019	2019	2019
	Local Match	Federal	OJA State
(Total Cost less the funding sources)	Request	Match	
Personnel:	990,138.00	\$ 24,403	\$ -
Travel:	13,729.00	\$ -	\$ -
Equipment:	0.00	\$ -	\$ -
Supplies/Operating Expenses:	57,286.00	\$ 7,392	\$ -
Contractual:	8,524.00	\$ -	\$ -
Confidential Funds:	88,655.00	\$ -	\$ 21,345
Total:	1,158,332.00	\$ 31,795	\$ 21,345
			\$ 53,140

Percentages: (grant funds vs total expenditures)

2.62%

1.76%

Percentage Funded by Feds:

2.62%

Use this percenta  
Seizure and Forfeitu

# 2019 Annual WI OJA SEADOG Grant Application

Kenosha County Sheriff's Dept - Drug Operations Group

## PART V

### TASK FORCE BUDGET-REVISED TO FIT FUNDING LEVEL TO INCLUDE THE STATE PENALTY ASSESSEMENT FUNDING ALLOWANCE

Prior to completing this section, please refer to the Application Instructions in the General Policies and Procedures.

#### A. Personnel Detail (Full and part-time)

Position Titles/Individuals Name	FTE	Salary	Fringe Benefits	Project Cost	OJA State Match**	Federal Request***
Admin Assistant, ██████████ - KSD-KCDTF	1.00	\$ 46,604	\$ 32,382	\$ 78,986		
Sergeant, ██████████ - KSD - KCDTF	1.00	\$ 80,134	\$ 23,127	\$ 103,261		
Drug Investigator, ██████████ - KSD-KCDTF	1.00	\$ 73,303	\$ 45,135	\$ 118,438		
Detective ██████████ - KSD - KCDTF	1.00	\$ 73,303	\$ 21,227	\$ 94,530		
Detective ██████████ - KSD - KCDTF	1.00	\$ 73,303	\$ 45,135	\$ 118,438		
Detective ██████████ - KPD - KCDTF	1.00	\$ 78,984	\$ 33,014	\$ 111,998		
Detective ██████████ - KPD - KCDTF	1.00	\$ 78,984	\$ 33,014	\$ 111,998		
Detective ██████████ - KPD - KCDTF	1.00	\$ 78,984	\$ 33,014	\$ 111,998		

FTE= Full-time Equivalency (i.e., 1.00 = full-time, .50 =half-time, etc)

Continuing Task Force positions not funded above which receive only overtime compensation.

(Show computations!! Example: 5 officers X \$38/hr X 17 hrs X 12 mos = \$38,760)

Overtime (6 Detectives, Estimating 2400 hrs OT at AVG hrly rate of \$55.00/hour; plus FIC	\$ 132,000	\$ 32,894	\$ 164,894	\$ 24,403
---	------------	-----------	------------	-----------

Newly requested full and/or part-time Task Force positions.

New positions which will receive overtime compensation only.

	2019 Personnel Total	\$ 1,014,541	\$ -	\$ 24,403
B. Travel (enter cost calculation using State mileage rate .485/mile; \$72/night; Meals: \$8 breakfast; \$9 lunch; \$17 dinner)				
(Show computations!!)				
C.E.A.S.E. Conf Cannabis Enf & Suppression-KCDTF		\$ 44		
(2 attending: Meal costs only (Each: 2 B @\$7.00 ea. And 2 D @\$15.00 ea)				
WI Narcotics Officer Assoc Conf - KCDTF		\$ 2,435		
(7 attending: Reg \$185ea X 7; Lodging: (\$72 *2 nights)* 5 rooms); Meals: B,L,D ((\$30/day *2days)*7)				
Annual LE In-Service Training (7 attending: 24 hrs ea. No Cost) - KCDTF		\$ -		
WI Law Enforcement Canine Handlers Conference. -3 attending. Reg. \$150 *3 - KCDTF		\$ 450		
K9 Officer Training-T.O.P.S. In Dog Training Corp.-Monthly K9 Maint Training-KCDTF		\$ 10,800		
(3 K9 Teams: Lancot/Fritz, Tift/Riggs, Kasulke/Arlo at \$300/ea x 12 months)				
2019 Travel Total	\$ 13,729	\$ -	\$ -	-

C. Equipment (If the cost of any one item is over \$5,000, it must be itemized in the equipment category. Please refer to OJA's General Policies & Procedures. All requests for equipment must contain a written summary of compliance with the relevant policy provision.

	Total			
	Project Cost	OJA State Match**	Federal Request***	
What will be purchased?				

\$	-	\$	-	\$	-
----	---	----	---	----	---

D. Supplies/Operating Expenses (If the cost of any one item is less than \$5,000, it must be itemized in the Supplies/operating Expenses category. Please refer to OJA's General Policies.

(to include cell phone/wireless, computer support, building lease, vehicle lease, GPS airtime)

Show computations for all items!! Example: airtime - 4 phones X \$80/month X 12 months = \$3840;

copy costs - 100 copies X .25 copy X 12 months = \$300; Fuel - \$85 fuel a month X 12 mos X 4 officers = \$4104)

#### Supplies/Operating Expenses

Office Supplies - (Drug Test Kits, general office supplies) - KCDTF	\$	4,000			
Motor Vehicle Maintenance - KCDTF	\$	9,000			
Fuel - (est usage: 15,000 gas \$2.3/gal) - KCDTF	\$	34,500			
Telecommunications -(TDS Telecom \$33/mo X 12)+(Micro-Tel Inc @\$27.00) +SMART Net @ \$398.00)-	\$	821			
K9 Veterinary Care/Training Toys/Dog Food - KCDTF	\$	7,800			
Bank Fees (\$2.00/mo x 12 mos) X 2) - KCDTF	\$	48			
Equipment Maint -(Copier Maint. 21,000 * 0136/copy), Currency Counter-\$423-KCDTF	\$	709			
Subscriptions (Narcotic Law Bulletin) KCDTF	\$	408			
Telecomm - Nextel Air Card Data Plan (\$148.00/mo. X 12 mos) KCDTF	\$	1,776			\$ 1,776
Telecomm - Verizon AirCard/Wireless Service- (\$77mos X 12 mos) KCDTF	\$	924			\$ 924
Nikon Digital Camera - 2 @\$900.00 ea. - KCDTF	\$	1,800			\$ 1,800
Sierra Wireless Airlink GX450-gateway - 3 @ \$697.20 ea. - KCDTF	\$	2,092			\$ 2,092
Streamlight Protac HL-X-USB Flashlight - 8 @\$100 ea. - KCDTF	\$	800			\$ 800
2019 Supplies/Operating Expenses Total	\$	64,677	\$	-	\$ 7,392

**E. Contractual. Please refer to OJA's General Policies.**

Contractor	Total		OJA State Match**	Federal Request***
	Project Cost			
Trans Union (Background Checks/Vehicle Searches) (\$118 X 12)-KCDTF	\$ 1,416			
LeadsOnline (Reporting Services for Stolen/recovered Property) Annual Subscription - KCDTF	\$ 6,688			
GPS Service for Mini Trackers (12 mos \$420) (AA Security & Monitoring) - KCDTF	\$ 420			
<b>2019 Contractual Total</b>	<b>\$ 8,524</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>

**F. Other - Confidential Funds**  
Kenosha County - KCDTF

\$ 110,000	\$ 21,345	\$ -
<b>2019 GRAND TOTAL:</b>	<b>\$ 1,211,472</b>	<b>\$ 21,345</b>
	<b>\$ 31,795</b>	

\*\* Please indicate how the OJA provided state match will be utilized (may not exceed 15% of total project cost).  
 \*\*\* Federal request may not exceed 75% of the total project cost.  
 If receipt of these funds would mean an aggregate amount of \$500,000 or more in a fiscal year for any agency having 50 or more employees, please refer to General Policy and Procedures #16 for further instruction.

## ATTACHMENT A

### FUNDING AMOUNT BY DRUG TASK FORCE – CALENDAR YEAR 2019

The table below itemizes the funds that are anticipated for distribution to drug task forces during calendar year 2019. Federal funds are made available through the Byrne/Justice Assistance Grants, while state Penalty Assessment funds will be awarded to agencies by as "State Match" funds. Please use the combined amount in your Egrants application budget.

<b>Task Force</b>	<b>Byrne/JAG "Federal Funds"</b>	<b>Penalty Assessment "State Match"</b>	<b>Total Egrants Application Budget</b>
Brown County Drug Task Force	\$49,024	\$33,922	\$82,946
Central Area Drug Enforcement Group (Marathon)	\$26,269	\$18,177	\$44,446
Central Wisconsin Drug Task Force (Adams, Green Lake, Juneau, Marquette, Portage, Waupaca, Waushara, Wood)	\$53,977	\$37,349	\$91,326
Dane County Narcotics and Drug Task Force	\$78,141	\$54,070	\$132,211
Lake Winnebago Area MEG Unit (Calumet, Fond du Lac, Outagamie, Winnebago)	\$78,759	\$54,498	\$133,257
Manitowoc County Metro Drug Unit	\$14,624	\$10,119	\$24,743
Milwaukee Metropolitan Drug Enforcement Group	\$321,147	\$222,218	\$543,365
NADGI Tribal (Oneida)	\$37,833	\$26,179	\$64,012
North Central Drug Enforcement Group (Oneida, Forest, Langlade, Lincoln, Price, Taylor, Vilas)	\$30,302	\$20,967	\$51,269
Northwest Area Crime Unit (Douglas, Ashland, Bayfield, Burnett, Iron, Sawyer, Washburn)	\$24,288	\$16,806	\$41,094
Richland-Iowa-Grant Drug Task Force	\$13,495	\$9,338	\$22,833
Sheboygan County MEG Unit	\$14,251	\$9,861	\$24,112
✓ South East Area Drug Operations Group (Jefferson, Dodge, Kenosha, Racine, Walworth)	\$125,176	\$86,616	\$211,792 ✓
St. Croix Valley Drug Task Force (St. Croix, Pierce, Polk)	\$33,379	\$23,097	\$56,476
Washington County Multi-Jurisdictional Drug Unit	\$19,030	\$13,168	\$32,198
Waukesha County Metropolitan Drug Enforcement Unit	\$52,871	\$36,584	\$89,455
West Central Drug Task Force (Eau Claire, Buffalo, Chippewa, Clark, Dunn, Pepin)	\$41,761	\$28,896	\$70,657
West Central MEG Drug Task Force (La Crosse, Jackson, Monroe, Trempealeau, Vernon)	\$23,173	\$16,035	\$39,208
<b>Total</b>	<b>\$1,037,500</b>	<b>\$717,900</b>	<b>\$1,755,400</b>



# Kenosha County Administrative Proposal Form

## 1. Proposal Overview

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

RESOLUTION: 2019 WI OJA Multi-Jurisdiction Drug Task Force Grant for S.E.A.D.O.G. consortium.

The State of WI Office of Justice Assistance has awarded \$211,792 to the multi-county consortium drug task force known as SouthEast Area Drug Operations Group.

The consortium includes the following counties: Kenosha, Racine, Walworth, Dodge and Jefferson.

Kenosha County's share of this funding for the Sheriff's Drug Unit is \$53,140.

The Resolution requests modification to the 2019 revenue and expense budgets, in the Sheriff's Department Drug Unit sub-division, 2170, to account for the \$53,140 grant.

Kenosha County works with Racine County, the lead agency for the state grant, and reports quarterly to Racine County for reimbursement.

Dept./Division Head Signature: \_\_\_\_\_



Date: 2-21-19

## 2. Department Head Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: \_\_\_\_\_



Date: 2-25-19

## 3. Finance Division Review

Comments:

Recommendation: Approval ☐ Non-Approval ☐

Finance Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐



Executive Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**DISTRIBUTION**

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

**Kenosha**



**County**

**BOARD OF SUPERVISORS**

**RESOLUTION NO. \_\_\_\_\_**

Subject: Daniels Living Trust, 1077 248<sup>th</sup> Ave., Kansasville, WI 53139 (Owner), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "SEC" to "Farmland Protection", "Rural-Density Residential" & "SEC" on Tax Parcel #30-4-220-231-0100, located in the E ½ of Section 23, T2N, R20E, Town of Brighton

Corrected ☐                      Corrected ☐                      2nd Correction ☐                      Resubmitted ☐

Date Submitted: March 19, 2019

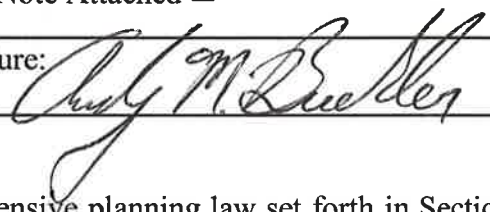
Date Resubmitted:

Submitted By: Planning, Development &  
Extension Education Committee

Fiscal Note Attached ☐

Legal Note Attached ☐

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

Signature: 

WHEREAS, in compliance with Wisconsin's comprehensive planning law set forth in Section 66.1001 of the Wisconsin Statutes, Kenosha County adopted a Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 on April 20, 2010; and,

WHEREAS, Daniels Living Trust, 1077 248<sup>th</sup> Ave., Kansasville, WI 53139 (Owner), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "SEC" to "Farmland Protection", "Rural-Density Residential" & "SEC" on Tax Parcel #30-4-220-231-0100, located in the E ½ of Section 23, T2N, R20E, Town of Brighton; and,

WHEREAS, the Kenosha County Division of Planning & Development has published said request in accordance to State Statutes; and

WHEREAS, the Town Board of Brighton recommended approval of the request; and,


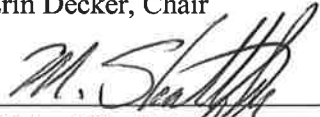


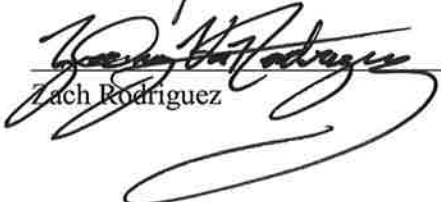
WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on March 13, 2019, and recommended approval of the request.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Sections 59.69 and 66.1001(4) of Wisconsin Statutes, the Kenosha County Board of Supervisors hereby amends the comprehensive plan on Tax Parcel #30-4-220-231-0100as described above.

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

Approved by:

PLANNING, DEVELOPMENT  
& EXTENSION EDUCATION  
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Erin Decker, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzyk, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Mark Nordigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Zach Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# COMPREHENSIVE PLAN AMENDMENT SITE MAP

## PETITIONER(S):

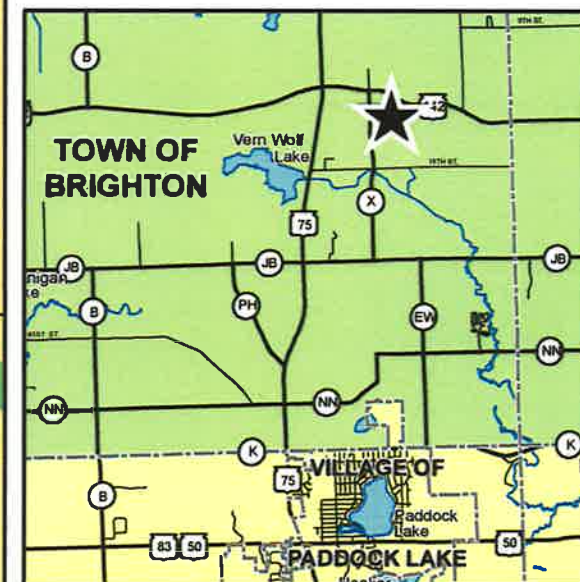
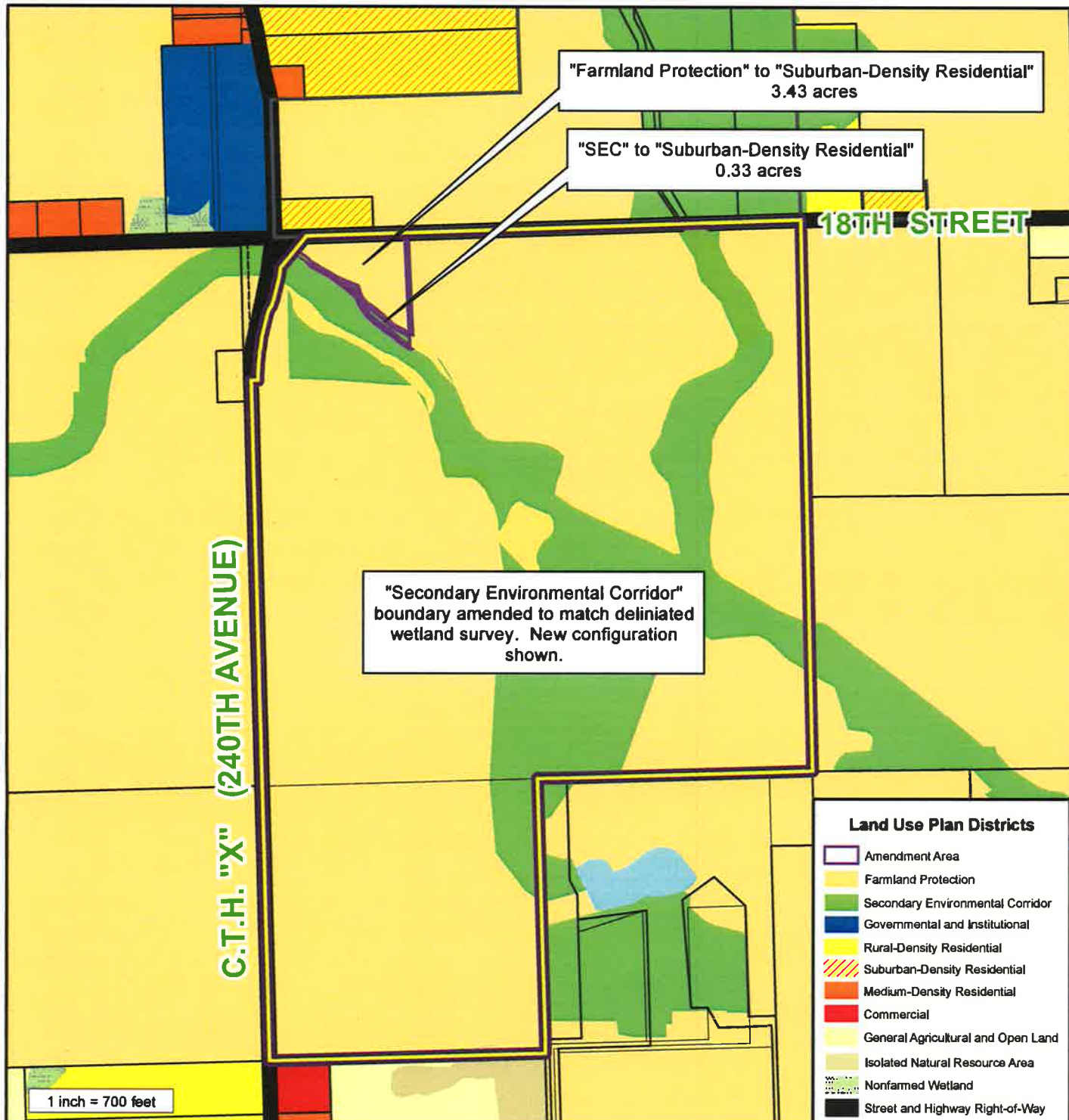
Daniels Living Trust (Owner),  
Dale Daniels (Agent)

LOCATION: NE 1/4 of Section 23  
Town of Brighton

TAX PARCEL(S): #30-4-220-231-0100

## REQUEST:

Requesting an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" and "Secondary Environmental Corridor" to "Farmland Protection", "Rural-Density Residential" and "Secondary Environmental Corridor".



**County of Kenosha**  
**Board of Supervisors**  
**Resolution No. \_\_\_\_**

**A RESOLUTION TO APPROVE THE JURISDICTIONAL TRANSFER  
AGREEMENT OF A SECTION OF COUNTY TRUNK HIGHWAY "H"  
BETWEEN 52<sup>nd</sup> and 65<sup>th</sup> STREETS FROM  
KENOSHA COUNTY TO THE CITY OF KENOSHA**

Original <u>  X  </u> Corrected <u>      </u> 2 <sup>nd</sup> Correction <u>      </u> Resubmitted <u>      </u>			
Date Submitted: <u>  3 / 4 / 19  </u> Date resubmitted: <u>          </u>			
Submitted by: Public Works/Facilities and Finance/Administration Committees			
Fiscal Note Attached: <u>      </u> Legal Note Attached: <u>      </u>			
Prepared By: Corporation Counsel Joseph M. Cardamone III			

**WHEREAS**, Kenosha County and the City of Kenosha in the State of Wisconsin have determined it to be in the best interest to jurisdictionally transfer a segment of County Trunk Highway "H" from 52<sup>nd</sup> Street to 65<sup>th</sup> Street; and

**WHEREAS**, as memorialized in the Intergovernmental Agreement (IGA) which is attached and incorporated by reference, the County will transfer and the City will accept full jurisdiction of and responsibility for the portion of County Trunk Highway "H" from 52<sup>nd</sup> Street to 65<sup>th</sup> Street, including the roadway and the traffic signals at the intersection of CTH H with 60<sup>th</sup> and 65<sup>th</sup> Streets; and

**WHEREAS**, that IGA calls for a declaration that the roadway to be transferred is a recorded highway, as that term is used in Section 82.01 (8), Wis. Stats., that has been worked by the County as a public highway in its current roadbed continuously for over sixty years; and

**WHEREAS**, the County Board has previously passed such a declaration as a part of the 2019 Budget Resolution, passed on November 8, 2018; and


**NOW THEREFORE, BE IT RESOLVED** that the Kenosha County Board of Supervisors approves the transfer of jurisdiction between Kenosha County and the City of Kenosha by approving the IGA, along with its attachments, which is attached hereto; and


**BE IT FURTHER RESOLVED** that the County Executive, County Clerk, Highway Commissioner and others designated by the administration are authorized to execute any and all contracts, agreements, deeds or other documents necessary to carry out the intent of this resolution, including appropriate and necessary notice to the Wisconsin Department of Transportation

Respectfully Submitted,



Public Works/Facilities Committee

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
 Dennis Elverman, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

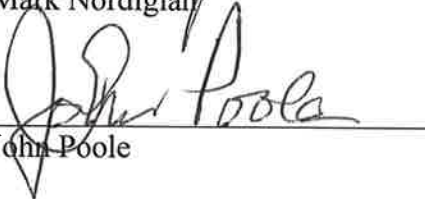
 John Franco, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	-------------------------------------	--------------------------	--------------------------	--------------------------

 Mike Skalitzky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	-------------------------------------	--------------------------	--------------------------	--------------------------


 Monica Yuhas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	-------------------------------------	--------------------------	--------------------------	--------------------------

 Joseph Cardinali	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	-------------------------------------

 Mark Nordin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	-------------------------------------	--------------------------	--------------------------	--------------------------


 John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	-------------------------------------	--------------------------	--------------------------	--------------------------

Finance/Administration Committee


	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
 Terry Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Ronald Frederick, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	-------------------------------------	--------------------------	--------------------------	--------------------------

 John O'Day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	-------------------------------------	--------------------------	--------------------------	--------------------------

 Jeff Wamboldt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	-------------------------------------	--------------------------	--------------------------	--------------------------

 Michael Goebel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	-------------------------------------	--------------------------	--------------------------	--------------------------

 Jeffrey Gentz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	-------------------------------------	--------------------------	--------------------------	--------------------------

 Edward Kubicki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	-------------------------------------	--------------------------	--------------------------	--------------------------

**Intergovernmental Agreement on Jurisdictional Transfer of Roadway  
By County of Kenosha, Wisconsin and City of Kenosha, Wisconsin  
For Part of County Trunk Highway "H"**

**I. Parties, Purpose, Authority, Consideration.**

**A. Parties.**

The County of Kenosha is a municipal corporation and a political subdivision of the State of Wisconsin having its principle offices located at 1010 - 56th Street, Kenosha, Wisconsin; it may be referred to as "the County" or "Kenosha County" hereinafter. The City of Kenosha is a municipal corporation having its principle offices located at 625 - 52nd Street, Kenosha, Wisconsin; it may be referred to as "City" hereinafter. Both parties are created and organized under the laws of the State of Wisconsin.

**B. Purpose.**

The parties enter this agreement to promote highway safety, improve roadway conditions, handle increased commercial truck traffic and encourage future economic development along a north-south corridor adjacent to the City's industrial park.

**C. Authority.**

The parties rely upon all the laws of the State of Wisconsin for authority to enter into this agreement, particularly Section 66.0301 of the Wisconsin Statutes on Intergovernmental Cooperation contracts.

**D. Consideration.**

The mutual promises set forth herein, and the benefit bestowed upon the public by this project, constitute the lawful consideration of this contract.

**E. Subject Highway.**

The highway that is the subject of this Intergovernmental Agreement Jurisdictional Transfer of Roadway is that portion of Kenosha County Trunk Highway "H" located between its juncture with 65<sup>th</sup> Street to its juncture with state trunk highway 158; expressly excluding the portions of CTH K that were the subject matter of an Intergovernmental Cooperative Agreement between these same parties dated March 28, 2012, and also expressly excluding any portion of STH 158; expressly including the traffic signals at the intersection of CTH H and 60<sup>th</sup> Street and the traffic signals to be installed under the terms of this agreement at the intersection of CTH H and 65<sup>th</sup> Street; this highway may be referred to as the "Transferred Highway." The Transferred Highway is a recorded highway, as that term is used in Subsection 82.01(8) of the Wisconsin Statutes that has been worked by the County as a public highway in its current roadbed continuously for over sixty years prior to entry into this Intergovernmental Agreement Transfer of Roadway.

Transferred Highway includes all interest in the right of way acquired by the County through expressed dedications and through prescription by action of law. The Transferred Highway that is subject to acquisition of interest in the right of way through prescription by action of law, is more particularly described and depicted in Exhibit A, which is attached hereto and made a part hereof. During the time that the County has worked the Transferred Highway, it has issued permits for others to occupy portions of the right of way, subject to the superior interests of the County in the right of way and subject to conditions that inure to the benefit of the County.

## II. Transfer of CTH "H", Duties and Obligations.

### A. Transfer of CTH "H" and Duties and Obligations of the County of Kenosha.

1. The County of Kenosha hereby gives, devises, grants, and transfers ownership, control, authority, and jurisdiction of Transferred Highway, to the City of Kenosha and its successors and assigns forever, effective five years after the County's installation of the traffic control signal lights at the intersection of CTH H and 65<sup>th</sup> Street. The Highway Commissioner will advise the Mayor and City Attorney in writing when the installation of the lights is complete and that date will control for purposes of determining the date of transfer under this paragraph. This transfer shall include all of the legal interests of the County in such land and roadway as those rights exist on the date of this agreement or which are later acquired by the County, to the date of transfer.

This transfer includes all rights of any kind relating to such Transferred Highway, and includes all rights to control the location and relocation of utilities and other installations, structures or facilities within the right of way of the Transferred Highway, whether the County obtained such rights by statute, regulation, permit, easement, deed, contract, permission or otherwise. In all other respects, the Transferred Highway is given in its current condition, "as is, with all faults", except as specifically set forth in this agreement.

2. The County warrants that it has no notice or knowledge of any conditions of the Transferred Highway that would subject the City to liability, specifically including, but not limited to, adverse environmental conditions.

3. The County will install at its cost and expense traffic control signal lights at the intersection of CTH "H" and 65<sup>th</sup> Street, and shall maintain them at its cost and expense until such time as the Transferred Highway is transferred, after which time all costs and expenses, including but not limited to maintenance, shall be the responsibility of the City.

### B. Transfer of CTH "H" and Duties and Obligations of the City of Kenosha.

1. Conditioned on the receipt of all applicable approvals from the state of Wisconsin, the City of Kenosha will accept the transfer of ownership, control, authority and jurisdiction the Transferred Highway, from the County of Kenosha effective five years after the County's installation of the traffic control signal lights at the intersection of CTH "H" and 65<sup>th</sup> Street, as determined above. Such Transferred Highway will be accepted on an "as is, with all faults" basis, except as specifically set forth in this agreement. The City will accept all appurtenant rights, legal interests and responsibilities transferred by the County.

2. The City will perform all necessary maintenance and roadway improvements on the Transferred Highway, including the specifically included traffic signals, in the future. The City will hereafter be the legal authority to issue right of way permits and otherwise control and approve the location and relocation of utilities and other installations, structures or facilities within the right of way of the Transferred Highway. It is the intent of the County and the City that the County is transferring to the City all rights that the County has with respect to relocation of utilities that are existing in the right of way at the time of entry into this Intergovernmental Agreement Jurisdictional Transfer of Roadway.

### III. Obey All Laws; Savings Clause.

The County and the City each agree to abide by all applicable state, federal and local laws and regulations in connection to all acts related to this agreement. If any part of this agreement is deemed to be void or unenforceable by a court of competent jurisdiction, such part shall be deemed to be severable from the remaining terms of the agreement and shall not affect the validity of the balance of this agreement, if such interpretation can reasonably give effect to the main purpose and intent of the parties.

### IV. Duplicate Originals; Amendments in Writing.

Duplicate originals shall be signed and an original shall be delivered to each party. Any amendments to this agreement shall be in writing and signed with same formality as the original agreement.

Dated at Kenosha, Wisconsin this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
JIM KREUSER, Kenosha County Executive

\_\_\_\_\_  
MARY T. KUBICKI, Kenosha County Clerk

\_\_\_\_\_  
CLEMENT ABONGWA, Kenosha County Highway Commissioner

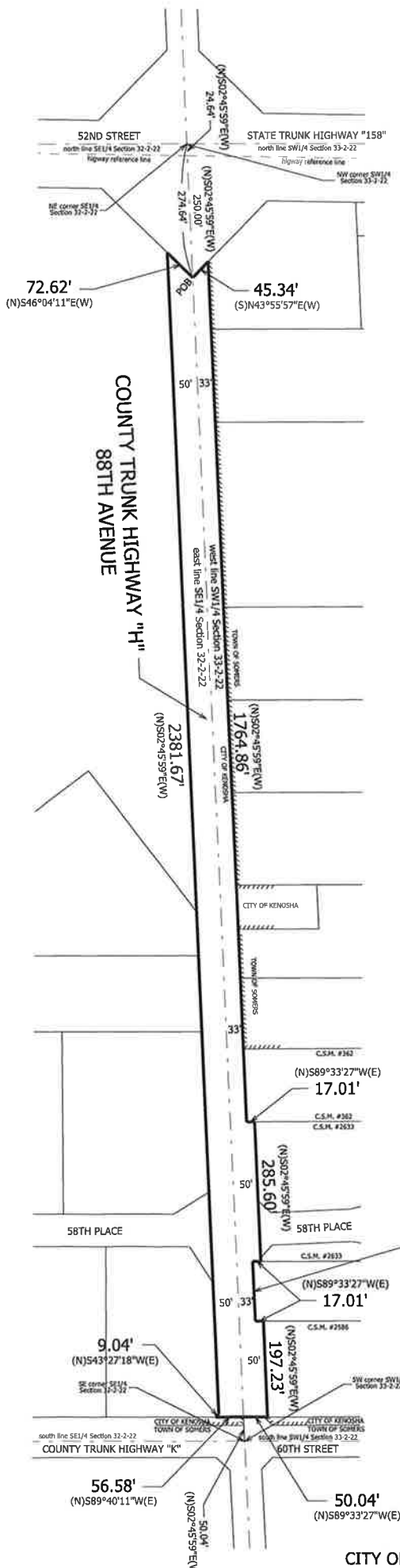
Dated at Kenosha, Wisconsin this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
JOHN M. ANTARAMIAN, Mayor for the City of Kenosha

\_\_\_\_\_  
DEBRA SALAS, Kenosha City Clerk/Treasurer

# EXHIBIT "A"

Page 1 of 2

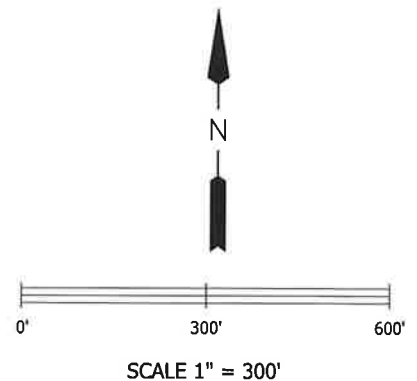


Legal Description for Jurisdictional Transfer of County Trunk Highway "H" (88th Avenue) from the south line of State Trunk Highway "158" (52nd Street) to the north line of County Trunk Highway "K" (60th Street).....

Part of the Southeast Quarter of Section 32 and Southwest Quarter of Section 33, both in Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Beginning at a point on the west line of the Southwest Quarter of Section 33, said point being S02°45'59"E 274.64 feet from the northwest corner thereof; thence N43°55'57"E 45.34 feet and to the east line of the County Trunk Highway "H" (88th Avenue); thence S02°45'59"E along and upon said east line, 1764.86 feet; thence N89°33'27"E along and upon said east line, 17.01 feet; thence S02°45'59"E along and upon said east line, 285.60 feet; thence S89°33'27"W along and upon said east line, 17.01 feet; thence S02°45'59"E along and upon said east line, 122.23 feet; thence N89°33'27"E along and upon said east line, 17.01 feet; thence S02°45'59"E along and upon said east line, 197.23 feet; thence S89°33'27"W parallel to the south line of the aforesaid Southwest Quarter of Section 33, 50.04 feet and to the west line of the said Quarter Section, which line is also the west line of the aforesaid Southeast Quarter of Section 32; thence S89°40'11"W parallel to the south line of said Quarter Section, 56.58 feet and to the west right of way line of the aforesaid 88th Avenue; thence N43°27'18"E along and upon said west line, 9.04 feet; thence N02°45'59"W along and upon said west line, 2381.67 feet; thence S46°04'11"E along and upon said west line, 72.62 feet and to the point of beginning. Containing 4.679 acres, more or less.

Plat Showing  
RIGHT OF WAY OF  
COUNTY TRUNK HIGHWAY "H"  
88TH AVENUE  
BETWEEN  
STATE TRUNK HIGHWAY "158"  
52ND STREET  
AND  
COUNTY TRUNK HIGHWAY "H"  
60TH STREET  
SW1/4 of Section 33-2-22  
and  
SE1/4 of Section 32-2-22  
CITY OF KENOSHA  
KENOSHA COUNTY, WISCONSIN



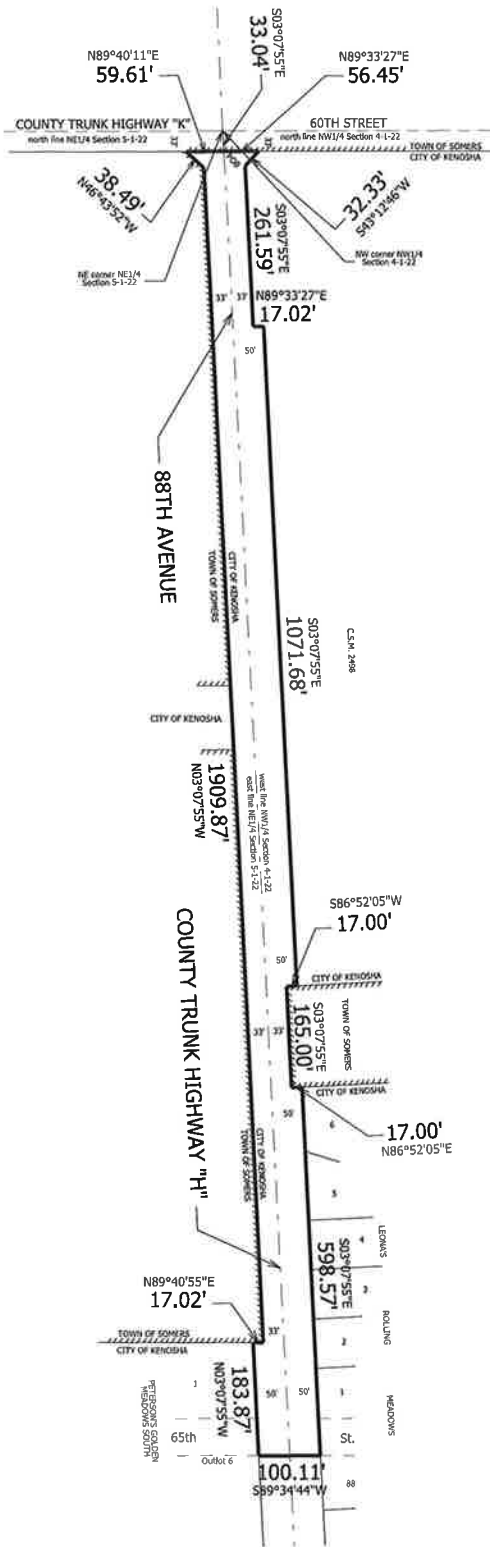
Bearings shown hereon  
refer to Wisconsin  
Plane Coordinate System  
South Zone.

DENOTES PRESENT CORPORATE LIMITS  
CITY OF KENOSHA

DENOTES AREA TO BE ATTACHED TO THE  
CITY OF KENOSHA

# EXHIBIT "A"

Page 2 of 2



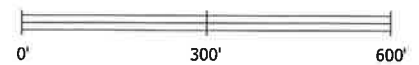
Legal Description for Jurisdictional Transfer of that part of County Trunk Highway "H" (88th Avenue) from the south right of way line of 60th Street to the south right of way line 65th Street.....

Part of the Northwest Quarter of Section 4 and the Northeast Quarter of Section 5, both in Town 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 4; thence S03°07'55"E along and upon the west line of said Quarter Section, 33.04 feet and to the point of beginning; thence N89°33'27"E parallel to the north line of said Quarter Section, 56.45 feet and to the east right of way line of the aforesaid 88th Avenue; thence continue S43°12'46"W along and upon said east line, 32.33 feet; thence continue S03°07'55"E along and upon said east line, 261.59 feet; thence continue N89°33'27"E along and upon said east line, 17.02 feet; thence S03°07'55"E along and upon said east line, 1071.68 feet; thence S86°52'05"W along and upon said east line, 17.00 feet; thence S03°07'55"W along and upon said east line, 165.00 feet; thence N86°52'05"E along and upon said east line, 17.00 feet; thence S03°07'55"E along and upon said east line, 598.57 feet and to the southeast corner of 65th Street and 88th Avenue; thence S89°34'44"W 100.11 feet and to the southwest corner of 65th Street and 88th Avenue; thence N03°07'55"W parallel to the east line of the aforesaid Northeast Quarter of Section 5, which line is on the west right of line of the aforesaid 88th Avenue, 183.87 feet; thence N89°40'55"E along and upon said west line, 17.02 feet; thence N03°07'55"W along and upon said west line, 1909.87 feet; thence N46°43'52"W along and upon said west line 38.49 feet; thence N89°40'11"E parallel to the north line of the aforesaid Northeast Quarter of Section 5, 59.61 feet and to the point of beginning. Containing 3.950, more or less.

Plat Showing

JURISDICTIONAL TRANSFER OF  
COUNTY TRUNK HIGHWAY "H"  
88TH AVENUE  
FROM  
COUNTY TRUNK HIGHWAY "K"  
SOUTH R/W LINE OF 60TH STREET  
TO  
SOUTH R/W LINE OF 65TH STREET  
in NW1/4 of Section 4-1-22  
and  
in NE1/4 of Section 5-1-22  
CITY OF KENOSHA  
KENOSHA COUNTY, WISCONSIN



SCALE 1" = 300'

Bearings shown hereon  
refer to Wisconsin  
Plane Coordinate System  
South Zone.

DENOTES PRESENT CORPORATE LIMITS  
CITY OF KENOSHA

DENOTES AREA TO BE ATTACHED TO THE  
CITY OF KENOSHA

**Kenosha**



**County**

**BOARD OF SUPERVISORS**

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

Subject: Resolution to approve the appointment of Lieutenant Rory Zuerlein to serve on the Kenosha County Traffic Safety Commission	
Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2 <sup>nd</sup> Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:	Date Resubmitted:
Submitted by: Public Works/Facilities Committee	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared by: Clement Abongwa	Signature:

**WHEREAS**, pursuant to County Executive Appointment 2018/19-34, the County Executive has appointed Lieutenant Rory Zuerlein to serve on the Kenosha County Traffic Safety Commission, and

**WHEREAS**, the Public Works/Facilities Committee has reviewed the request of the County Executive for confirmation of the appointment of the above named to serve on the Kenosha County Traffic Safety Commission and is recommending to the County Board the approval of this appointment,

**NOW, THEREFORE, BE IT RESOLVED** that the Kenosha County Board of Supervisors confirms the appointment of Lieutenant Rory Zuerlein to the Kenosha County Traffic Safety Commission. Lieutenant Zuerlein's appointment shall be effective immediately and continuing until the 1st day of April 2019 or until a successor is appointed by the County Executive and confirmed by the County Board of Supervisors. Lieutenant Zuerlein will be succeeding Captain Bill Beth and will serve without pay.



Respectfully Submitted:

Committee:

Aye

Nay

Abstain

Excused



Dennis Elverman, Chairperson

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------



John Franco, Vice Chairperson

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------



Michael Skalitzky

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------

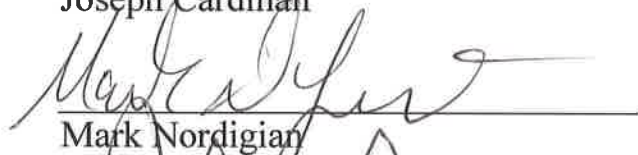


Monica Yuhas

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------

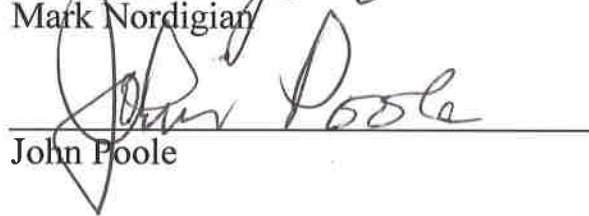
Joseph Cardinali

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------



Mark Nordigian

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------



John Poole

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------



# COUNTY OF KENOSHA

## OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

1010 – 56<sup>th</sup> Street, Third Floor

Kenosha, Wisconsin 53140

(262) 653-2600

Fax: (262) 653-2817

### APPOINTMENT 2018/19-34

#### RE: KENOSHA COUNTY TRAFFIC SAFETY COMMISSION

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Lieutenant Rory Zuerlein  
Kenosha County Sheriff's Department  
1000 55<sup>th</sup> Street  
Kenosha, WI 53140

to serve as the County Highway Safety Coordinator on the Kenosha County Traffic Safety Commission beginning immediately upon confirmation of the County Board and continuing until the 1<sup>st</sup> day of April, 2019 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Lieutenant Zuerlein will serve without pay.

Lieutenant Zuerlein will be succeeding Captain Bill Beth.

Respectfully submitted this 14<sup>th</sup> day of February, 2019.

Jim Kreuser  
Kenosha County Executive

COUNTY OF KENOSHA  
OFFICE OF THE COUNTY EXECUTIVE  
JIM KREUSER

APPOINTMENT PROFILE  
KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: Rory Doran Zuerlein  
First Middle Last

Residence Address:

Previous Address if above less than 5 years: \_\_\_\_\_

Occupation: KSD LIEUTENANT  
Company Title

Business Address: 1000 55<sup>th</sup> ST. KENOSHA WI 53140

Telephone Number: Residence \_\_\_\_\_ Business 262-605-5725

Daytime Telephone Number: \_\_\_\_\_

Mailing Address Preference: Business ( ☒ ) Residence ( ☐ )

Email Address: RORY.ZUERLEIN@KENOSHACOUNTY.ORG

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

If yes, please attach a detailed document.

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

NONE

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

NONE

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

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

Nominee's Supervisory District 9

Governmental Services: List services with any governmental unit.

KENOSHA COUNTY SHERIFF'S DEPARTMENT

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

20 YEARS LAW ENFORCEMENT. ACCIDENT INVESTIGATOR

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

[Signature]  
Signature of Nominee

11/5/19  
Date

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

-----  
(For Office Use Only)

Appointed To: \_\_\_\_\_  
Commission/Committee/Board

Term: Beginning \_\_\_\_\_ Ending \_\_\_\_\_

Confirmed by the Kenosha County Board on: \_\_\_\_\_

New Appointment \_\_\_\_\_ Reappointment \_\_\_\_\_

Previous Terms: \_\_\_\_\_  
\_\_\_\_\_


# Kenosha



# County

## BOARD OF SUPERVISORS

RESOLUTION NO. 84

Subject: We Energies permanent easement request within Petrifying Springs Park	
Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2 <sup>nd</sup> Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted: 2/6/19	Date Resubmitted:
Submitted by: Matthew Collins	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared by: Matthew Collins	Signature: 

WHEREAS, Kenosha County is in the process of upgrading a restroom facility within Petrifying Springs Park which was approved within the Kenosha County budget, and

WHEREAS, part of the project includes increasing electrical services to this restroom facility, and

WHEREAS, We Energies requests a permanent easement over and across a part of Kenosha County property described as strips of land 12 feet in width being a part of the grantor's premises located in the Northeast 1/4 of Section 10 and the Northwest 1/4 of Section 11, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin

WHEREAS, the location of the easement area with respect to Kenosha County land is shown on the attached drawing, marked Exhibit "A", and

WHEREAS, the purpose of this easement is to allow We Energies to construct, install, operate, maintain, repair, replace and extend underground utility facilities together with all necessary and appurtenant equipment under and above ground as deemed necessary to transmit electric energy, and

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors authorizes the Director of the Division of Parks to execute any contracts, agreements or other documents necessary to complete this transaction.


We Energies Permanent Easement Request within Petrifying Springs Park

February 6, 2019

Page 2

Respectfully Submitted:

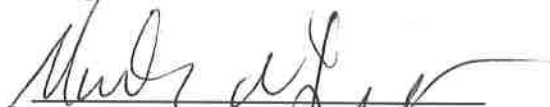
Committee:

  
Dennis Elverman, Chairperson

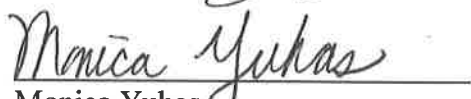
  
John Franco, Vice Chairperson

  
John Poole

Joseph Cardinali

  
Mark Nordin

  
Michael Skalitzky

  
Monica Yuhass



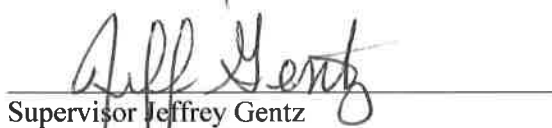


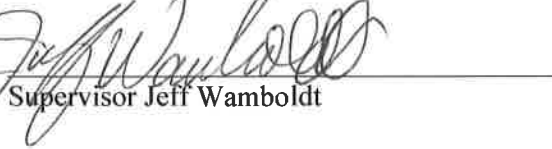
Aye	Nay	Abstain	Excused
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

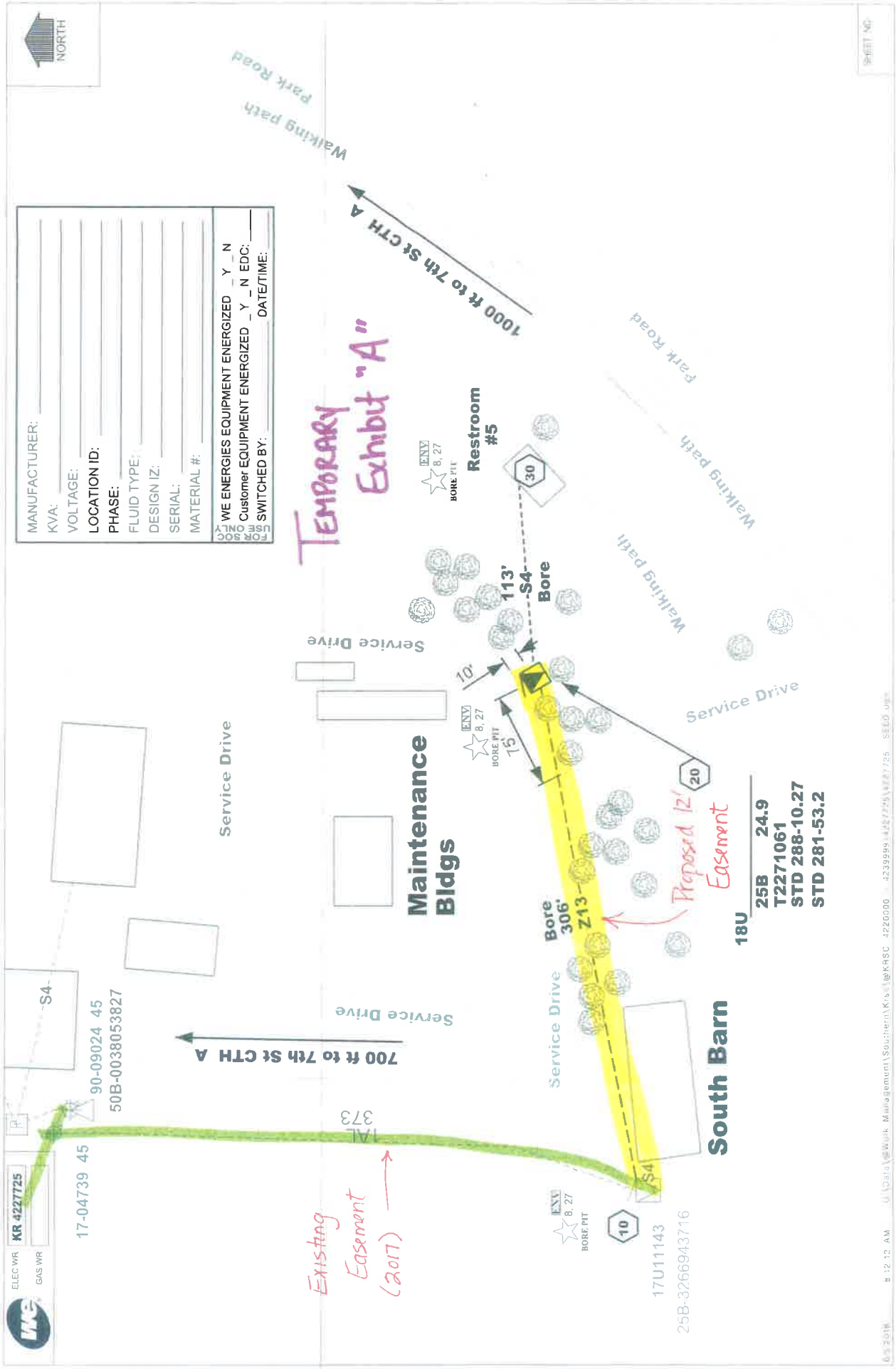
We Energies Permanent Easement Request within Petrifying Springs Park

February 6, 2019

Page 3

FINANCE/ADMINISTRATION COMMITTEE

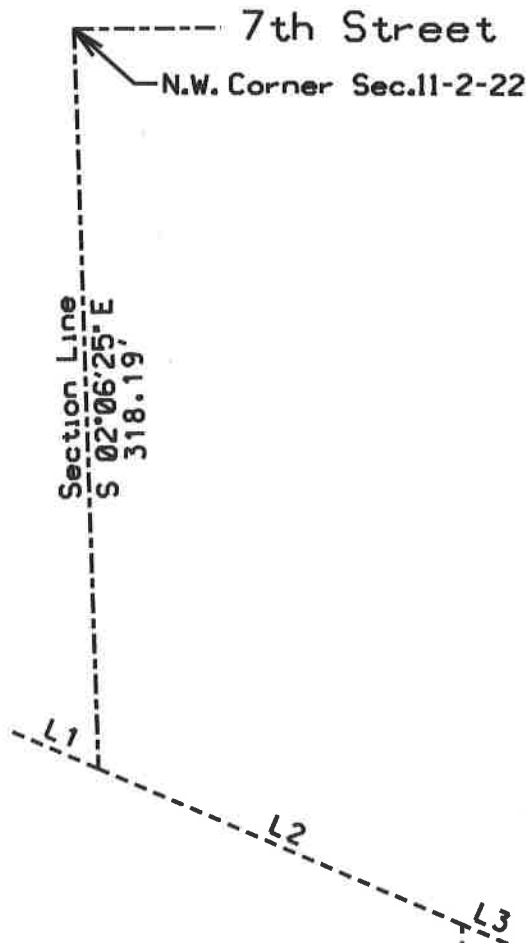
	Aye	Nay	Abstain	Excused
 Supervisor Terry W. Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Ronald J. Frederick, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeffrey Gentz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Ed Kubicki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor John O'Day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Michael Goebel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeff Wamboldt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



SHEET NO.

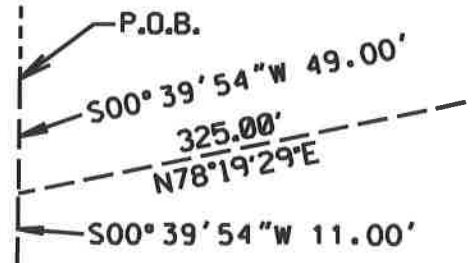


S.T.H. 31



C/L 12'wide We-Energies		
Existing Easement		
NUMBER	BEARING	DISTANCE
L1	N 66°54'17" W	41.99'
L2	S 66°54'17" E	169.85'
L3	S 66°54'17" E	20.99'
L4	S 00°39'54" W	274.99'

----- = C/L 12'wide We-Energies Existing Esmt.  
----- = C/L 12'wide We-Energies Easement



## EXHIBIT "A"

N.E. 1/4 Sec.10-2-22  
N.W. 1/4 Sec.11-2-22  
Village of Somers  
Kenosha County, WI

DRAWN BY: T.Turner

DATE: 1/29/19

WR NUMBER: 4227725

**Kenosha County  
Administrative Proposal Form**

**1. Proposal Overview**

Division: Parks

Department: Public Works

Proposal Summary (attach explanation and required documents):

Resolution to apply for We Energies permanent easement request within Petrifying Springs Park adjacent to the service shop.

Dept./Division Head Signature: 

Date: 2/6/19

**2. Department Head Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: 

Date: 2-7-19

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: 

Date: 2/6/19

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: 

Date: 2/21/19

*Kenosha*



*County*

## **MEMORANDUM**

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

**COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 03/19/2019**

**SUBJECT:** Resolution requesting a Re-Classification of the Administrative Programs Coordinator job classification to a Sworn Lieutenant classification

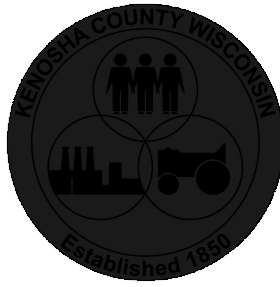
**COMMITTEE:** Judiciary and Law Enforcement Committee

**SUBMITTED BY:** Captain Justin Miller

**RESOLUTION TO BE PRESENTED AT** Judiciary and Law Enforcement **COMMITTEE ON 04/09/2019**

**ADDITIONAL INFORMATION (optional):**

Kenosha



County

## **MEMORANDUM**

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

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 03/19/2019***

***SUBJECT:*** Resolution authorizing the Director of Parks to apply for Grant Funding from the  
WDNR FORMTEXT

***COMMITTEE:*** Public Works/Facilities

***SUBMITTED BY:*** Matthew Collins

***RESOLUTION TO BE PRESENTED AT*** Public Works/Facilities ***COMMITTEE ON*** 04/01/2019

***ADDITIONAL INFORMATION (optional):***



# COUNTY OF KENOSHA

Division of Planning & Development

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

## MEMORANDUM

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

As required by Section 59.69(2)(e), the following report is being made on the petitions to the **April 10, 2019** Planning, Development & Extension Education Committee meeting that have been filed in the Kenosha County Clerk & Kenosha County Planning & Development Offices for future consideration by the County Board.

1. **David B. Drissel**, 11312 Burlington Rd., Kenosha WI 53144 (Owner), LeAnn Drissel, 11312 Burlington Rd., Kenosha WI 53144 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Farmland Protection" & "Isolated Natural Resource Area" to "Rural-Density Residential", "General Agricultural and Open Land" & "Isolated Natural Resource Area" on Tax Parcel #45-4-221-061-0150, located in the NE ¼ of Section 6, T2N, R21E, Town of **Paris**.
2. **David B Drissel**, 11312 Burlington Rd., Kenosha WI 53144 (Owner), LeAnn Drissel, 11312 Burlington Rd., Kenosha WI 53144 (Agent), requesting a **rezoning** from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., R-1 Rural Residential Dist., C-2 Upland Resource Conservancy Dist., C-1 Lowland Resource Conservancy Dist. & Agricultural Preservation Planned Unit Development Overlay Dist. on Tax Parcel #45-4-221-061-0150, located in the NE ¼ of Section 6, T2N, R21E, Town of **Paris**.
3. **David B Drissel**, 11312 Burlington Rd., Kenosha WI 53144 (Owner), LeAnn Drissel, 11312 Burlington Rd., Kenosha WI 53144 (Agent), requesting a **Certified Survey Map** on Tax Parcel #45-4-221-061-0150, located in the NE ¼ of Section 6, T2N, R21E, Town of **Paris**.
4. **Tabled Request of Lila J. Muhlenbeck/Muhlenbeck Trust**, 18216 60th St, Bristol, WI 53104-9748 (Owner), Mike & Lori Muhlenbeck, 1631 Angsley Lane, San Ramon, CA 94582 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Farmland Protection" to "General Agricultural and Open Land" & "Suburban-Density Residential" on Tax Parcel #45-4-221-333-0201, located in the SW ¼ of Section 33, T2N, R21E, Town of **Paris**.
5. **Tabled Request of Lila J. Muhlenbeck/Muhlenbeck Trust**, 18216 60th St, Bristol, WI 53104-9748 (Owner), Mike & Lori Muhlenbeck, 1631 Angsley Lane, San Ramon, CA 94582 (Agent), requesting a **rezoning** from A-1 Agricultural Preservation Dist. to A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist. & PUD Planned Unit Development Overlay Dist. on Tax Parcel #45-4-221-333-0201, located in the SW ¼ of Section 33, T2N, R21E, Town of **Paris**.
6. **Tabled Request of Lila J. Muhlenbeck/Muhlenbeck Trust**, 18216 60th St, Bristol, WI 53104-9748 (Owner), Mike & Lori Muhlenbeck, 1631 Angsley Lane, San Ramon, CA 94582

(Agent), requesting a **Certified Survey Map** on Tax Parcels #45-4-221-333-0201 & 45-4-221-333-0335, located in the SW ¼ of Section 33, T2N, R21E, Town of **Paris**.

7. Approval of Minutes
8. Citizens Comments
9. Any Other Business Allowed by Law
10. Adjournment

Sincerely,



ANDY M. BUEHLER, Director  
Division of Planning & Development

AMB:BF:aw



GL-10-19

## COUNTY OF KENOSHA

COUNTY CLERK

Mary T. Kubicki

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



## CLAIM AGAINST KENOSHA COUNTY

MAR 12 2019

FULL NAME

ADDRESS

MARY T. KUBICKI

Kit Stilwell

DATE 3-10-19

5510 46<sup>th</sup> Ave

Kenosha, Wis 53144

TELEPHONE NUMBER: Home:

Work:

Billy the Kit 75@ g-mail.com

DATE &amp; TIME OF ACCIDENT OR LOSS

LOCATION OF ACCIDENT

DESCRIPTION OF ACCIDENT OR LOSS

ON OR ABOUT 3-7-19 I REQUESTED THE  
KENOSHA COUNTY TO EITHER RELEASE THE  
\$7000.00 OF MY BAIL/BOND OR PRODUCE A  
COURT ORDER THEY CAN HOLD THE \$7000.00  
DOLLARS. I DID NOT GET A REPLY

WITNESS: Name

Address

Phone

AMOUNT OF CLAIM (damages)

\$ THREE million dollars

CLAIMANT'S SIGNATURE

Kit Stilwell

Please attach receipts, estimates, and/or other supporting data to this form.

RETURN THIS FORM TO: KENOSHA COUNTY CLERK

1010 - 56<sup>TH</sup> STREET  
KENOSHA WI 53140



GL-11-19

## COUNTY OF KENOSHA

COUNTY CLERK

Mary T. Kubicki

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



## CLAIM AGAINST KENOSHA COUNTY

MAR 12 2019

FULL NAME

Kit Stilwell

DATE 3-10-19

ADDRESS  
COUNTY CLERK

5510 46th Ave

Kenosha, Wis.

TELEPHONE NUMBER: Home:

billy the kit75@gmail.com

Work:

DATE &amp; TIME OF ACCIDENT OR LOSS 3-5-2019

LOCATION OF ACCIDENT

DESCRIPTION OF ACCIDENT OR LOSS

Kenosha County  
Court Commissioner Loren, Keating

ORDER A WARRANT FOR my ARREST FOR bail  
jumping, 946.49(1)(A) There is no crime  
There is no COURT ORDER AND 946.49(1)(A)  
is a STATEMENT, NOT A CRIME.

WITNESS: Name

Address

Phone

AMOUNT OF CLAIM (damages)

\$ 5 million dollars (Five million dollars)

CLAIMANT'S SIGNATURE

Kit Stilwell

Please attach receipts, estimates, and/or other supporting data to this form.

RETURN THIS FORM TO: KENOSHA COUNTY CLERK

1010 - 56th STREET  
KENOSHA WI 53140



GL-12-19



# COUNTY OF KENOSHA

Mary T. Kubicki

## COUNTY CLERK

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

### CLAIM AGAINST KENOSHA COUNTY

FULL NAME Kit Stilwell DATE 3-5-2019

ADDRESS 5510 46th Ave

Kenosha, Wis 53144

~~TELEPHONE NUMBER~~ Home: Billy the Kit 750 Gmail.com

E-mail Work: \_\_\_\_\_

DATE & TIME OF ACCIDENT OR LOSS \_\_\_\_\_

LOCATION OF ACCIDENT 1010 56th Street Third Floor

Kenosha, Wis 53140

DESCRIPTION OF ACCIDENT OR LOSS \_\_\_\_\_

Kenosha County refuses to return \$7000.00  
(seven thousand) dollars they ARE illegally holding  
for bail/bond. They also refused to provide me a  
Court order.

Wisconsin State Statue 969.09(1) Conditions  
of bond States: "defendant will submit to the  
ORDERS of the Court. The form CR-203 IS NOT FROM the Court.

WITNESS: Name Jim Kreuzer

Address 1010 56th Street

Kenosha, Wis. 53140

Phone 262-653-2600

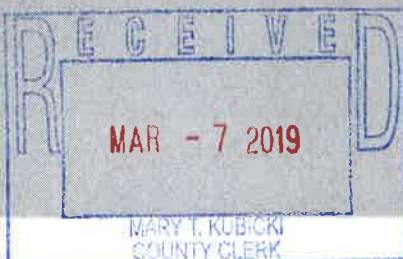
AMOUNT OF CLAIM (damages) \$250,000.00 plus \$10,000 per day until money

CLAIMANT'S SIGNATURE Kit Stilwell is returned

Please attach receipts, estimates, and/or other supporting data to this form.

RETURN THIS FORM TO: KENOSHA COUNTY CLERK

1010 - 56th STREET  
KENOSHA WI 53140



1 of 2

Supplement to Kit Stilwell's notice of claim to Kenosha County.

Kenosha County refuses to return \$7000.00 that they are illegally holding for bail /bond against me. They refused to show a court order that allows them to refuse my request.

I contacted a branch of the Wisconsin Supreme Court. I was told that CCAP form CR-203 is not a court order form. Citizens do not sign court orders. Only a judiciary can legally issue orders through the Wisconsin Court System. They must be signed by the judiciary, state that it's an order of the court and specify the restrictions.

Kenosha County is issuing form CR-203. They black mail civilians to sign the form or be held by the sheriff.

I notified the county executive earlier this week. And did not get a response.

Wisconsin State Statutes 59.17 County Executive, states: "The county executive shall be the chief executive officer of the county." " The county executive shall take care that every county ordinance and state and federal law is observed and enforced."

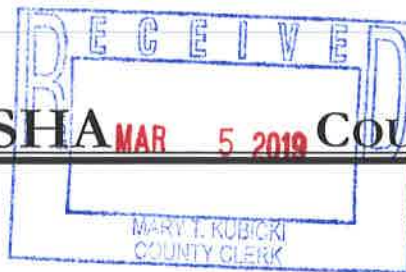
It's against the law not to release the money. Every day it's not released Kenosha County Executive Jim Kreuser is committing crimes against the government.



GL-7-19

# COUNTY OF KENOSHA COUNTY CLERK

Mary T. Kubicki



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

## CLAIM AGAINST KENOSHA COUNTY

FULL NAME Laura Kumisno DATE 3/5/19  
ADDRESS 5510 46th Ave  
Kenosha, WI  
TELEPHONE NUMBER: Home: 262 748 1806  
Work: \_\_\_\_\_  
DATE & TIME OF ACCIDENT OR LOSS Feb 23, 2018 -  
Present  
LOCATION OF ACCIDENT City of Kenosha  
DESCRIPTION OF ACCIDENT OR LOSS Please see attached.  
My claim is for twenty  
point five million dollars  
(\$20,500,000.00)

WITNESS: Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

AMOUNT OF CLAIM (damages) \$ 20,500,000.00  
CLAIMANT'S SIGNATURE Laura Kumisno

Please attach receipts, estimates, and/or other supporting data to this form.

RETURN THIS FORM TO: KENOSHA COUNTY CLERK  
1010 - 56<sup>TH</sup> STREET  
KENOSHA WI 53140

March 5, 2019

SUPPLEMENT TO MY INCIDENT REPORT OF MARCH 5, 2019

On February 23, 2018, a City of Kenosha police officer named Elm, badge #447, came to my residence to check on my welfare because somebody concerned about me called 911.

The next thing I know, Kenosha County sheriff Panyk, badge #231, is asking me questions in my kitchen and taking notes.

I'm in a state of confusion at this time. I live in the City of Kenosha. Why am I being questioned by a Kenosha County deputy sheriff? He then starts to refer to me as "Honey" and "Sweetie." He even put his hand on me.

He started asking me questions about my boyfriend. He told me my boyfriend has bail/bond conditions not to have contact with me or my residence. My boyfriend never touched me. I am now more confused.

I never requested a no contact order. I was never given a copy of a court order, nor was I made aware of a court order. I don't understand why deputy sheriff Panyk didn't show me the court order.

When he was done taking notes, he made me sign it.

I didn't realize at the moment that deputy Panyk was authoring and writing a statement that was supposed to be done by me. I never authorized him to write a statement on my behalf. I never would have voluntarily given a statement because there was no reason to give a statement.

Not only is this harassment, it's sexual harassment.

There was no legitimate purpose for deputy Panyk to speak to me because officer Elm already did. Plus, this was the City of Kenosha police department's call.

I was just made aware that there never was a court order. There was no crime; therefore, there was no legitimate purpose for the sheriff's department to be at my home, let alone, be inside of it.

This was the second time the Kenosha County sheriff's department used me to justify their manhunt against my boyfriend.

Kenosha County sheriff's deputies Panyk, #231, and Peck, #184, used my statement to arrest my boyfriend when there was no court order to authorize them to do so.

I suffer with mental anguish every day. I wake up every morning wondering if they're going to ambush me today. I fear for my safety every time I see a squad car or hear sirens.

I am being bullied to leave the community where I was born and raised. This has changed my life forever. I don't believe I'll ever feel peace again. This was taken from me for no legitimate purpose.

I believe if deputy Panyk would have been recording his interactions with me, I would not have been sexually harassed and he would not have authored a statement that I did not give.

Bottom line. I am terrified of sheriff David Beth and the Kenosha County sheriff's department. They lead me to believe there was a court order to separate my boyfriend and me from February 23, 2018 to the present.

These actions by Kenosha County law enforcement have changed my life forever. I am petrified of what they will do next - all for no legitimate purpose.

If this goes to court, I will be fully represented and will pursue punitive damages.



GL-08-19

3/6/19  
-MKG-

SCHELLINGER & ASSOCIATES, LLC  
316 North Grand Avenue  
Waukesha, WI 53186

Telephone: (262) 522-7474  
Facsimile: (262) 522-7471

March 4, 2019

Mary Kubicki  
Kenosha County Clerk  
1010 56<sup>th</sup> Street  
Kenosha, WI 53140



RE: Notice of Circumstance regarding Meg Hart

To Whom It Concerns:

I have been retained by "Meg" Hart to represent her for injuries she sustained at the following property:

1202 60<sup>th</sup> Street  
Kenosha, WI 53140

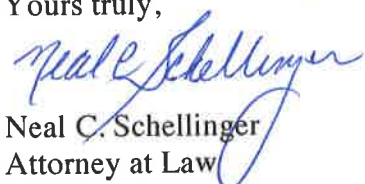
It is unclear whether the listed property owner—Kenosha Human Development Services, Inc.—is part of the Kenosha County government system, or whether ownership and maintenance of the property is within the Kenosha County Public Works Facilities auspices.

As a result of this uncertainty, I am serving you with a Notice of Circumstance pursuant to Wisconsin Statute 893.80(1d)(a). This is not a Notice of Claim; a Notice of Claim will be submitted at a later time, as necessary.

I have been in contact with Hanover Insurance Company, the carrier for Kenosha Human Development Services, Inc. If you have another carrier, you should advise them of this accident,

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

Yours truly,

  
Neal C. Schellinger  
Attorney at Law

## NOTICE OF CIRCUMSTANCE OF INJURY

Pursuant to Section 893.80(1d)(a) of the Wisconsin Statutes

**TO: Mary Kubicki**  
*or Acting Director for*  
Kenosha County Clerk  
1010 56<sup>th</sup> Street  
Kenosha, WI 53140

**TO: Deb Salas**  
*or Acting Clerk for*  
Kenosha City Clerk  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, WI 53140

**TO: Jeannie Field**, Executive Director  
*or Acting Director for*  
Kenosha Human Development Services, Inc.  
1202 60<sup>th</sup> Street  
Kenosha, WI 53140

**TO: John Jansen**  
*or Acting Director for*  
Kenosha Department of Human Services  
8600 Sheridan Road, Suite 100  
Kenosha, WI 53143-6507

**CLAIMANTS:** Margaret "Meg" Hart  
507 60<sup>th</sup> Street  
Kenosha, WI 53140

**DATE OF OCCURRENCE:** November 11, 2018

**LOCATION:** 1202 60<sup>th</sup> Street, Kenosha, WI 53140

**NATURE OF OCCURRENCE:** On November 11, 2018, Margaret Hart fell on ice in the parking lot. She fractured her arm.

**NATURE OF CLAIMS:** To recover medical bills, loss of earning capacity and personal injuries resulting from the injury.

**NATURE OF RELIEF:** Money damages against Kenosha County and/or the City of Kenosha, and/or Kenosha Human Development Services, Inc., and/or Kenosha Department of Human Services.

**ITEMIZATION OF RELIEF:**

**MEDICAL EXPENSES:** Will be itemized when the Notice of Claim pursuant to 893.80(1d)(b) is filed.

**EARNING LOSS:** Will be itemized when the Notice of Claim pursuant to 893.80(1d)(b) is filed.

**AMOUNT OF CLAIM:** Will be itemized when the Notice of Claim pursuant to 893.80(1d)(b) is filed.

Dated at Waukesha, Wisconsin, this 4<sup>TH</sup> day of March, 2019.

By:



Neal C. Schellinger  
Attorney for the Claimant  
316 North Grand Avenue  
Waukesha, WI 53186  
Phone: 262-522-7474  
Fax: 262-522-7471





100-10-10



100-10-10

100-10-10  
100-10-10  
100-10-10

100-10-10  
100-10-10  
100-10-10

100-10-10  
100-10-10  
100-10-10

100-10-10

100-10-10  
100-10-10  
100-10-10

100-10-10  
100-10-10  
100-10-10

100-10-10  
100-10-10  
100-10-10

100-10-10

LEGAL 080584

TO: Edward D. Kubick  
Chairperson  
101-56th Street  
Kenosha, WI. 53408

March 8, 2019 (solar)

RE: Letter of Rogatory  
[Notification]

This legal correspondence should be construed as Constructive Notification and/or settlement agreement contract along with instructions to vacate the judgment of convictions in case no(s) 10,993, 10, 994, 11,914 and 1936-C, and for Kenosha County Board and Judicial system, et al., to pay the full amount of \$ 2 billion dollars sum-certain to the undersigned for constitutional violations, corporate violence and fraud through your own knowledge of Notice and terms as defined pursuant to Rule §§ 401.201(23m), 25(a)(b)(c) and 26(d), Wis. stats.

The undersigned present numerous legal demands pursuant to § 401.201 (36) related to common law remedy which an aggrieved party is entitled with or without tribunal. Under the remedies provided by Rule §§ 401 to 411 shall be liberally administered to the end that the aggrieved party may be put in as good a position as if other party had fully performed under Rule § 401.106(1). see, Minn. L. Rev. 713-Article (Cure after breach of contract under Restatement (second) of Contracts; Analytical comparison with the Uniform Commercial Code).

The Kenosha county Board, et al., and Kenosha County Judicial system behaved irresponsibility to cost of human liberty and property, and the consequences of his [or her] actions hadn't even put a dent in his wallet [or her purse] because they are able to walk away scott free for their crimes!

The undersigned [re, claimant] and other incarcerated persons know and/or understand damn well if the theft, fraud and racketeering had been some out-of-work individual or mentally ill person, he'd be whiling away his [or her] days at the expense at the STATE prison facility for a year or better! Lady Justice may have been blind, but she could smell money a mile off, and her scale tipped accordingly.

482080 JAGT

Kenosha County Board, and Judicial system crime spree and racketeering is not a new fruition because there are other historically events such as the Salem witch-craft trials of 1692, no doubt was the execution of completely unjustifiable consequence of these infamous witch-craft trials.

One of the matyrs to the terrible delusion which should have taught us....that the influential classes....are fully liable to all their passionate error that has ever characterized the maddest mob to events of these executions.

The executions mounted in 1692, Essex County Officials grew uncertain about their legitimacy, and it was not long before prominent clergymen like Increase Mather spoke out against the trials as a "passionate error." Indeed, in 1711, the courts reversed the convictions against the executed Witches!

It is plain that it was a "delusion" to have believe these matyrs guilty of witchcraft, ulterior motive for clergymen, judges, statemen--the purported wisest, calmest, holiest person of their day--stood in the inner circle round about the gallows, loudest to appaud the work of blood, was only to coveted the land [estate] and other personal property of innocent persons.

If any one part of their proceedings can be said to deserve less blame than another, it was the singular indiscrimination which they prosecuted, not merely the poor and aged, as in former judicial massacres, but people of all ranks; their own equals, brethren and wives. It was well know, that the victim had recognized the bitterness of personal enmity in his prosecutor's conduct towards him, and that he declared himself hunted to death for his spoil [property]. The gossip around Salem after the trials insinuates that the "influential classes" had been more interested in "real estate" than in witch-craft.

In essence, then, the undersigned has build his lawful claims and believes a crime was committed against the notion that modern day citizens of WISCONSIN and the undersigned are again being accused and convicted also as a Wizard of witch-craft, when there are no criminal laws in America, and offer in its place the more reasonable explanation that the undersigned's convictions and seizure of wealth are the result of an unequal struggle between STATE of WISCONSIN [Incorporated] and Kenosha County Municipal, COUNTY BOARD and Judicial system [Incorporated] socis-economic status [corporations] and the plebian persons.

The moral censure of the historical figures--the undersigned and corporation [Kenosha County and/or STATE of WISCONSIN]--is premise on the assumption that their victims are innocent of his [or her] crimes since there are no criminal laws in America as clearly announce by our own U.S. Supreme Court as found within the case of US -v- Hudson & Goodwin, 11 US 32, 3 L.ed. 259, 181 US Lexis 365, 7 Cranch 32 (1812) by explaining that "certain implied powers must necessarily result to our courts of justice from the nature of their institution. But jurisdiction of crimes against the State is not among those powers. To fine for contempt--imprison for contumacy--inforce the observance of order, & c. are powers which cannot be dispensed within courts, because they are necessary to the exercise of all others; and so far our courts no doubt posses powers not immediately derived from statutes; but all exercise of criminal jurisdiction in common law cases, we are of opinion is not within their implied powers!

Kenosha County Board, Municipal and Judicial system's guilt of crimes may never come into question. In addition to showing that "the wrong-doing of one generation lives into the successive ones." The fictional corporation of STATE of WISCONSIN, and KENOSHA COUNTY BOARD and JUDICIAL's sin by transforming it into a rapacious deed.

The undersigned express a great deal of stress upon some definite moral purpose, at which other incarcerated persons may profess to aim his [or her] own lawful claims. Not to be deficient, in this particular, the undersigned has provided himself with a moral;--truth, namely, that the wrong-doing of one generation lives into the successive ones, and, divesting itself of every temporary advantage, becomes a pure and uncontrolled mischief;--and, the undersigned would feel it a singular gratification, if the purported Judicial system might effectively convince convict person and/or incarcerated persons (or, indeed, anyone man or woman) of the past and present folly tumbling down an avalanche of ill-gotten wealth, or real estate, on the heads of an unfortunate posterity, thereby to maim and crush them, until the accumulation mass shall be scattered abroad in its original atoms. In good faith, however, the undersigned is not sufficiently imagine to flather himself with the slightest hope of this kind. When litigation does really teach anything and/or produce any effective operation, it is usually through a far more subtle process than the ostensible one!!

The undersigned has considered it hardly worth his while, therefore, relentlessly to impale the purported criminal/civil functions with its moral, as with an iron rod-or rather, as by sticking a pin through a butterfly-- ~~this~~at once depriving it of life, and causing it to stiffen in an ungainly and unnatural attitude. A ~~high~~ truth, indeed, fairly, finely and skillfully wrought out, brightening at every step, and crowning the final development of review, may add an artistic arrangement, but is never any truer, and seldom any more evidence, at the last page than at first.

It has been part of the undersigned's objective, however, to describe these local manner of crimes, fraud and racketeering by Kenosha County Board, Municipal, Judicial system, and STATE of WISCONSIN [Incorporated].

The personages of criminal activities and events--though they give themselves out to be of Ancient stability and considerable prominence--are really of the undersigned's own making or, at all events, of his own personal knowledge and belief; their virtues can shed no lustre, nor their faults redound, in the remotest degrees, to the discredit of the venerable corporation of Kenosha County Board, Municipal, Judicial system and STATE of WISCONSIN of which they profess to be inhabitants.

The undersigned would be glad, therefore, if--especially in the quarter to which he alludes--the criminal/civil remedies would be read strictly as violations of natural rights, having a great deal more to do with the clouds over-head, than with any portion of the actual soil of STATE of WISCONSIN [Incorporated].

The undersigned advances his constitutional due process claim, does lawfully claim that Kenosha County Board, Municipal, Judicial system and STATE of WISCONSIN [Incorporated] has deprived him of personal property and liberty interests without due process of law.

The Fourth Amendment protect "the right to be let alone....the right most valued by civilized men," "the 'wrong' condemned by the amendment if 'fully accompanied' by the unlawful search and seizure...." US -v- Leon, 468 US at 906 (quoting US -v- Calanda, 414 US 333, 354 (1974)). There is, literally, no way to make the aggrieved party whole again.



And yet there must be a remedy for a violation of the Fourth Amendment or its stricture would be "no more than a code of ethics under the honor system."

The court articulated this concern in Weeks -v- United States:

If letters and private documents can [unconstitutionally] be seized and held and used in evidence against a citizen accused of an offense, the protection of the Fourth Amendment declaring his right to be secure against such searches, is of no value, and, so far as these thus placed are concerned, might well be stricken from the constitution. Id at 393.

The purported STATE of WISCONSIN Judicial system is only a privately owned corporation called government. The State of WISCINSIN's judge(s) are only privately employed administrative Officer(s) as pointed out within the case referred to as Thompson -v- Smith, 155 Va; 367, 154 S.E. 579, 1330 Va. Lexis 170, 71 A.L.R. 604 (1930) stating....when acting upon an application for the restatement of a permit revoked by the Chief of Police, the judge of the Municipal court is "acting as an administrative officer and not in a Judicial capacity."

The key words is "ACTING" because when the real truth is actually reveal all American courts are merely [pseudo courts] or fictions who ACT!

More specifically, "[r]espect for law, particularly among Wisconsin Judicial system [pseudo courts] **responsible** for administration of the State's purported criminal justice system, is in itself a matter of the highest public interest.

The public at large is not served by....the willful or wanton disregard for constitutional guarantees. US -v- Mitchell, 322 US 65 (1944) (The court remarked, however, that [i]llegality is illegality, and officers of the law should deem themselves as special guardians of the law").

The undersigned express the lawful claim, it would be hard, if not totally difficult, for Kenosha County Board to establish Kenosha County Judicial power and/or authority founded upon the U.S. Constitution.

Admittedly, on September 3, 1783 (solar), after the purported Revolutionary War, a delegation lead by Ben franklin met in Paris and signed the purported Treaty, "Peace of Paris." see, Lansing -v- Smith, 4 Wend 9, 20 (1829)("People are entitled to all rights which formerly belong to the King by his prerogative").

The purported State government are but Trustees acting under a derived authority, and have no power to delegate what was not delegated to them. But, the People, as the Original Fountain, might take away what they had lead and entrust to whom they PLEASE! They have the whole title and as absolute proprietors have the right of using and abusing. [ jus utendi et abutendi ].

It seems awful funny that the Kenosha County Judicial system cannot provide any information, evidence or even answer to how their STATE Constitution operates upon the "private" man or woman. GEE, I wonder why?

It is well establish principle of law that the county courts are no longer constitutional courts. see. Fehl -v- Jackson, 177 Ore. 200, 161 P.2d 782 (1945).

If the county courts and other courts are not constitutional courts, then have the people not been deceived? And by what authority does a court operates it purported courts via their fines and punishment where there's no nexus other than by adhesion of **undisclosed fraud** to their statutes.

The unwritten law, is of course, the Common Law [the law non scripta] which is that system of law guaranteed to the sovereign people by the due process clause of the state and federal constitution.

As cited above, the meaning of the due process clause is that the Common Law "shall" be the unalienable right of the sovereign people, nor can it be removed from him [or her] by mere statutes, or case law opinions related to Common Law privileges to resist an unlawful detention and to obtain a meaningful opportunity to be heard. Cornell -v- Hichen, 11 Wis. 353, 386 (1860)("A right accrue to the one to have or demand something of the other, such a right cannot, against the will or the party to be injuriously affected, be divested, modified or controlled by any subsequent legislation" Id at 388-89).

The undersigned's liberty and property interest is protected under Constitution, and International Laws.

The undersigned continues to act in good faith towards the settlement of claim for unlawful detention or loss of liberty. The undersigned uses the words of "without prejudice" near his signature in this document to indicate that he exercise the "REMEDY" provided within UCC 1-103.6, UCC 1-207.4, UCC 1-207.7 and UCC 1-207.9, whereby the undersigned have reserved his common law right not to be compelled to perform under any contract and/or agreement or bail bond that he had not entered into knowingly, voluntary and intentionally. That reservation serves as NOTICE upon all administrative agencies of government--National, State and Local--that the undersigned do not and will not, accept the liability associated with the "COMPELLED" performance of unlawful convictions, restitution, court obligations and/or loss of liberty and personal property based upon void judgment or court's obligations.

The undersigned's lawful claim relates to loss of liberty and property interest contrary to due process and equal protection clause and in some events unlawful confiscation and seizure in violation of Fourth Amendment to U.S. Constitution constitutes irreparable injury.

The undersigned serve constructive NOTICE that the undersigned is in fact alive, and capable of managing his own estate, and demands a certain remedy pursuant to section 9, Article I, Wisconsin Constitution to honor the demands for discharge of all alleged debts and false imprisonment.

The International law applies here because all citizens residing within the Republic of STATES suddenly and falsely were "EXPATRIATED" from his [or her] status without his [or her] knowledge or consent and our labor, souls, children, property, sweat equity and credit became the financial collateral for the public debt, which has been scripted after the Ancient Roman trust scheme.

The Internatuional Covenan on Economic, Social and Cultural Rights at Article 1, section 2 reads to wit: "All people may, for their own ends, freely without prejudice to any obligations arising out of international cooperation, based upon the principle of mutual benefits and international law. In no case may a people be deprived for its own means of subsistence. Id at International Bill of Human rights.

The International law prohibits people from being forced to surrender his [or her] property, wealth and resources to pay the debt of U.S. National public debt.



The undersigned have been forced to surrender his own liberty, wealth and property to pay off the debt of United States, and intimated to do so by Wisconsin Judicial system who lacked judicial power and/or authority to imprison him.

This special proceedings before Kenosha County Board is an exercise of the undersigned's prerogative right, title and interest to demand a common law remedy related to his unlawful convictions and detention contrary to International laws, U.S. Constitution and interest as sovereign persons. see, The People -v- Herleimer, 15 Am. 379, 4 cown (NY 345, 348)(1825).

The undersigned did **not** accept the offer to contract, and the undersigned did not consent to the purported criminal proceeding which happen to be illegal.

In order to promulgate and enforce criminal law to govern the Sovereign public, government must be Sovereign too, which is an accepted Rule of Law derived from the Ancient Law of Kings. Corporations are not and can never be sovereign. They are not real; they are fiction and only exist on paper!

Since, STATE of WISCONSIN [Incorporated] and KENOSHA COUNTY BOARD and JUDICIAL system [Incorporated] are not sovereign, they cannot promulgate or enforce criminal laws; they can only create and enforce civil laws, which are duly bound to comply with LAWS of Contracts. The Law of Contract requires signed written agreements and complete transparency!

The fact that state or federal legislature has commingle mere regulatory [limited application] statutes, and attempted thus to hide them in the substantive crime codes, changes Nothing!

The legal point remain the same, court has limited jurisdiction like county courts, **being** mere creatures of the statutes, have no power except such as derived from the statutes, and it must appear upon the face of their proceedings that they acted within the powers granted. If this does not appear, all they so is CORAM NONJUDICE and void. see, McClaghry -v- Deming, 186 US 49, 22 S.Ct. 786 (1952)(A court-martial, is the creature of statute, and as a body or tribunal, it must be convened and constituted in entire conformity with the provisions of the statutes, or else it is without jurisdiction).

There are No Criminal Laws in America. Rule 1 of the Federal Rules of Procedure use to specify this very fact. see, e.g., for example stated, "ALL LAWS are CIVIL," which was later modified by Judiciary Act to conceal this fact by creating one set of civil rules and one set of criminal rules but this never changed the fact that there are No criminal Laws in America!

The Judiciary Act was necessary, once common people began to represent themselves in court and uncovered this and other frauds.

The undersigned will express another legal point that most Civil Contracts were secured by and through several federal and state voluntary registration programs such as birth certificate, and/or social security, etc., but was designed to convert and enslave flesh and blood American citizen of the Republic into corporate property.

Generally, when any individual is arrested or sued for a statutory [private] regulations, also known as criminal or civil laws, he [or she] is actually being accused of violating a corporate [private] regulation or corporate breach of contract. A civil contract that only exist over human being by deception and fraud.

The undersigned is more than willing to point out and stress that the purported government agency are only fictional character or entity in law, created by a bankrupt government.

These corporate laws and regulations referred to as STATE of WISCONSIN statutes and their affect and control over human being and incarcerated persons is and/or was deceptively obtained through civil contracts.

Legally, most of these civil contracts lacked "MUTUALLY" that all registrants must understand the true nature and intent of the contract and subsequently must knowingly accept or consent to the terms of those contracts.

Admittedly, Rule § 403.305(1) permits for collection of real defenses including but not limited to "illegality of the transaction" as to render obligation of the party a "nullity."

As cited above, these suversive tactic perverts "MUTUALLY" and lawfully eliminate any and all contractual reslationship, a/k/as Uniform Commercial Codes.

LEGAT 080284

Kenosha County Board, et al.; Municipal and Judicial system have listen and/or hear the story of Pontius Pilot and how he found Jesus to be innocent, but the people demanded he be crucified? He washed his hands before the multitude saying, "I am innocent of the blood of this just person." There is something Kenosha County Board, et al might relate to this story, and that is, when the purported circuit court in Kenosha County applies codes and statutes that result in incarceration for man-made [and/or corporate] criminal crimes, where there is no injured party, which is contrary to the law of land [common law], which the circuit court does for the sole purpose of pure profits, the blood of that man, woman or juvenile is on your hands, and YOU are guilty before the Creator of all the abuse your office cause them, and the hardship your office impose upon the family, your office is guilty of breaking up the family, causing hardship on the dependants, causing families to go on welfare, depriving children of parents.

Wisconsin Judicial system are using and selling the souls of men and women, even juveniles, and your office will be judge by the Creator of Universe one day for the evil your office have inflicted and done for mighty dollar. It is your duty to correct and/or cure this situation as fast as possible.

Even when a person was guilty of theft; creator did not allow him to be imprisoned; person was to repay the victim, sometimes up to treble damages, but never was person placed in prison. In that way, the families were not separated and left to fend for themselves. YOU and cohorts cannot wash your hands saying YOU are innocent, as the deeds has been **done.**

Repent, and follow the Creator's commendments. Peace be unto YOU, and the undersigned will expect to be release very soon due to your faithful performance and honesty. see, Green -v- Johnson, 513 F.Sup 965, 977 (1981) ("The pubic interest is served by the due and faithful fullfillment by public officials of the duties imposed upon them by law").

But as TRUSTEES under the law, Kenosha County Board, Municipal and Judicial system have no alternative but to honor the undersigned's legal demands and instructions to be "Discharge" from any obligations and/or debts, and to vacate the purported judgment of convictions as being void.

In sum, one of primary function of Constitution is to protect the People against arbitrary action by his [or her] own government. US -v- Verdigo-Vriquidez, 949 US 259, 110 S.Ct. 1839, and on remand, 902 F.2d 773 (1990); see also Casteel -v- McCaughtry, 500 N.W.2d 227, 281, cert. denied, 114 S.Ct. 327 (1993).

In face of this rather over-powering authorities, the undersigned express that the time, expense and inconvenience of the administrative procedures are guaranteed to a "certain remedy,"--"promptly and without delays," and cost pursuant to section 9, Article I, Wisconsin Constitution.


The settlement agreement contract constitutes actual Notification providing sufficient facts to put a prudent person of ordinary intelligence upon reasonable inquiry as to the above stated terms. It has the same legal effect as having actual knowledge. For this reason, this NOTICE nullifies "objective reasonable reliance on the law" as a defence for mala in se act on your office part regarding this contract. In any action against Kenosha County, this NOTICE will be prominent exhibit displayed to the jury.

The undersigned's affidavit will establish the facts of KENOSHA COUNTY BOARD, et al, Municipal, corporation counsel and JUDICIAL system's fault, neglect and general acquiescence to the matter predicted upon corporation counsel and KENOSHA COUNTY, et al., pursuant to and relative to UCC, state statutes and otherwise.

Additionally, Section 9, Article I concludes with the phrase "conformably to the laws." In this administrative process which the custom, practice and procedures for which the undersigned complained as violative of the Constitution, International Laws and section is not only "conformably to the law." It is the law establish by U.S. Congress and Wisconsin Legislature.

Executed on this 8th day of March 2019(solar)

Claimant and Auth. Representative By:



Tayr Kilaab al Ghashiyah (Khan)  
without prejudice  
P.O. Box 351  
Waupun, WI 53963

LEGAL 080284

LEGAL 080584