



## 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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 **16th Day of October** at **7:30PM.**, in the County Board Room located in the Administration Building. The following will be the agenda for said meeting:

- A. Call To Order By Chairman Esposito
- B. Pledge Of Allegiance
- C. Roll Call Of Supervisors
- D. Appointment And Confirmation Of Supervisor, District 7
- E. Seating And Oath Of Office Of Supervisor For District 7
- F. Citizen Comments
- G. Announcements Of The Chairman
- H. Supervisor Reports
- I. OLD BUSINESS

Ordinance - Second Reading, Two Required

- 14. From Legislative Committee An Ordinance Amending MCKC Chapter 2.04 (1)(A) 4-County Board Rules Of Procedure Relating To Elections Of Chair And Vice-Chair.

Documents:

[ORDINANCE 14.PDF](#)

- J. NEW BUSINESS

Resolution - One Reading

- 52. From The Finance & Administration Committee A 2018 Resolution WI DOT Bureau Of Transportation Safety (BOTS) - Alcohol Enforcement Grant 2018-2019

Documents:

[RESOLUTION 52.PDF](#)

53. From The Finance & Administration Committee A Resolution To Approve The Appointment Of Clara-Lin E. Tappa As Director Of The Kenosha County Division Of Human Resources

Documents:

[RESOLUTION 53.PDF](#)

54. From The Finance & Administration Committee A Resolution To Approve The Appointment Of Michael Pitts To The Kenosha County Housing Authority Board

Documents:

[RESOLUTION 54.PDF](#)

55. From The Finance & Administration Committee A Resolution To Approve The Appointment Of Michelle Miloslavich To The Kenosha County Library System Board

Documents:

[RESOLUTION 55.PDF](#)

56. From The Public Works/Facilities Committee A Resolution To Approve The Appointment Of Patrice Hall To The Kenosha County Traffic Safety Commission

Documents:

[RESOLUTION 56.PDF](#)

#### K. COMMUNICATIONS

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

Documents:

[11-14-2018 COMMUNICATIONS SIGNED.PDF](#)

#### L. CLAIMS

11. Feeonquay Jenkins - Violation Of Constitutional Rights

Documents:

[FEEONQUAY JENKINS.PDF](#)

12. Jeffrey Scott Tennant - Falsely Imprisoned

Documents:

[JEFFREY SCOTT TENNANT.PDF](#)

M. Approval Of The October 2, 2018 Minutes By Supervisor Poole

N. Adjourn

# KENOSHA COUNTY

## BOARD OF SUPERVISORS

ORDINANCE NO. 14

Subject: Amendment of MCKC Chapter 2.04 (1)(a)4 - County Board Rules of Procedure relating to elections of Chair and Vice-Chair	
Original <input type="checkbox"/> Corrected <input type="checkbox"/> 2nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:	Date Resubmitted:
Submitted By: Supervisor Jeff Gentz	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared By: Joseph M. Cardamone III Corporation Counsel	Signature:

THE KENOSHA COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN that  
Municipal Code of Kenosha County Chapter 2.04 (1)(a)4,  
the County Board Rules of Procedure, is hereby amended as  
follows:

### 2.04 Meetings. Time and Place.

#### (1) ORGANIZATIONAL MEETING

(a) The county board at the first meeting after each regular election at which members are elected for full terms shall:

1 Meet for the purpose of organizing and for transacting general business, and

2 Elect a member chair. The chair shall assume the emergency powers bestowed upon the county executive in the absence of the county executive. Beginning with the 1990-1992 term, the Kenosha County Board of Supervisors approves the deletion of past protocol in the election of its leadership and is morally free to elect leadership on the basis of desirability and qualification regardless of the area of residence, previous office or seniority. The chair shall appoint members to the standing committees of the County Board and shall call upon the chairs of such standing committees to advise him or her from time to time as the need arises as members of the chair's advisory committee.

3 Elect one of its members vice-chair. Beginning with the 1990-1992 term, the Kenosha County Board

of Supervisors approves the deletion of past protocol in the election of its leadership and is morally free to elect leadership on the basis of desirability and qualification regardless of the area of residence, previous office or seniority. (7/11/89)

- 4 ~~Repealed (10/15/96)~~ In relation to the elections for Chair and Vice-Chair described in sections 2 and 3 above, whenever there are more than two candidates for the office, if a single candidate does not receive a simple majority on the first ballot, only the two candidates who receive the first and second most votes shall proceed to the second ballot. If at any time it cannot be determined which candidate received the second most votes, as a result of candidates receiving the same number, an election shall be conducted between those candidates to determine who shall be forwarded to the second ballot by receiving a simple majority of votes in that election.
  - 5 In the absence of the County Board Chair and the County Board Vice-Chair and where their presence is necessary to carry out the responsibilities of their office, the Kenosha County Board of Supervisors does hereby delegate to the most recent past chair present the responsibility of the chair of the county board. In the absence of a past chair, such responsibilities of the chair shall be delegated to the most senior member of the county board of supervisors. (10/7/86)
- (b) The county board shall also hold an organizational meeting on the third Tuesday in April in non-election years for the purpose of transacting business that is permitted at the annual meeting and for the further purpose of organizing or reorganizing as may be deemed necessary.
  - (c) The organizational meeting may be adjourned in the same manner as prescribed for the adjournment of the annual meeting as set forth in section 59.11 (1) of the Wisconsin Statutes.

Respectfully submitted,

Jeffrey Gentz

Approved by:

Legislative Committee

Aye   Nay   Abstain   Excused

Gabe Nudo, Chair

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Andy Berg, Vice-Chair

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Joseph Cardinali

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John Franco

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Boyd Frederick

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Dayvin Hallmon

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Mark Nordinjian

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**KENOSHA COUNTY  
BOARD OF SUPERVISORS**

RESOLUTION NO. 52

**Subject: WI D.O.T. Bureau of Transportation Safety (BOTS) – Alcohol Enforcement Grant 2018\_2019**

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 16, 2018		Date Resubmitted	
Submitted By: <b>Judiciary &amp; Law Committee</b> <b>Finance/Admin Committee</b>			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert Hallisy, Captain of Admin		Signature: <i>Capt - [Signature]</i>	

WHEREAS, the Kenosha County Sheriff's Department has partnered with Racine County Sheriff's Department (RASO) to participate in a traffic control enforcement grant offered through the WI Dept of Transportation, Bureau of Transportation Safety (BOTS), and

WHEREAS, the grant is offered to reimburse labor costs associated with scheduling increased patrol presence to enforce alcohol/drug impaired drivers at targeted times, and

WHEREAS, the grant from BOTS for \$60,000 is awarded to RASO and administered by RASO and Kenosha County Sheriff's Dept applies, through Racine County, for reimbursement for labor costs incurred, and

WHEREAS, the state BOTS grant awarded to RASO covers one fiscal period; October 2018 through September of 2019, and

WHEREAS, Kenosha County Sheriff's Department anticipates deputies to work approximately 322 hours from October 2018 through September 30, 2019 for a total expected shared award reimbursement of \$20,000.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the grant and approve that the revenue and expenditure line items be modified for the 2018 Budget year, as per the attached budget modification form, which is incorporated herein by reference.

BE IT FURTHER RESOLVED, that any unobligated grant funds remaining available at year end 2018 be hereby authorized for carryover to 2019 until such time as the approved grant funds are expended in accordance with grant requirements, and that the Administration shall be authorized to modify the grant fund appropriation among various budget and expenditure appropriation units within the Sheriff's Department budget in accordance with all Federal and State regulations of the program and in compliance with generally accepted accounting principles.

Note: This resolution requires NO funds from the general fund. It increases revenues and expenditures, respectfully.

Subject: **WI D.O.T. Bureau of Transportation Safety (BOTS) – Alcohol Enforcement Grant 2018\_2019**

Original ☒

Corrected ☐

2<sup>nd</sup> Correction ☐

Resubmitted ☐

Date Submitted: October 16, 2018

Date Resubmitted

Respectfully Submitted,  
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

Supervisor Boyd Frederick, Chair

Aye No Abstain Excused

☐ ☐ ☐ ☒

Supervisor Jeff Wamboldt, Vice Chair

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Supervisor David Celebre

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Supervisor Monica Yuhas

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Supervisor Zach Rodriguez

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FINANCE/ADMINISTRATION COMMITTEE

Supervisor Terry Rose, Chair

Aye No Abstain Excused

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Supervisor Ron Frederick, Vice Chair

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Supervisor Jeffrey Gentz

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Supervisor Michael Goebel

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Supervisor Edward Kubicki

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Supervisor John O'Day

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Supervisor Jeff Wamboldt

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

DEPT/DIVISION: **SHERIFF** **2018**

DOCUMENT # \_\_\_\_\_ G/L DATE \_\_\_\_\_  
 BATCH # \_\_\_\_\_ ENTRY DATE \_\_\_\_\_

PURPOSE OF BUDGET MODIFICATION (REQUIRED):

Sheriff's Dept partnering with RASO for extra patrols concentrating on alcohol enforcement funded via the WI DOT, Bureau of Transportation Safety. The grant is awarded and administered by the Racine Co. Sheriff's Dept. We are estimating revenue to be earned through the grant funding period. October 2018 thru Sept 2019. We will carryover unspent grant funds at the close of 2018 to 2019 budget year to spend down through Sept 2019.

(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	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)				REVISED BUDGET	EXPENSE BAL AVAIL
Overtime	100	210	2130	511200	003384		15,016		476,000	481,904	510,597	496,920	(13,677)
FICA	100	210	2130	515100	003384		1,530		428,924	429,376	293,094	430,906	137,812
Retirement	100	210	2130	515200	003384		3,454		842,684	844,269	578,993	847,723	268,730
EXPENSE TOTALS							20,000	0	1,747,608	1,755,549	1,382,683	1,775,549	392,866

REVENUES	BUDGET CHANGE REQUESTED				BUDGET CHANGE REQUESTED		BUDGET CHANGE REQUESTED		BUDGET CHANGE REQUESTED		BUDGET CHANGE REQUESTED		BUDGET CHANGE REQUESTED	
	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	PROJECT	SUB-PROJECT	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	ACTUAL EXPENSES	REVISED BUDGET	EXPENSE BAL AVAIL	
Alcohol Enforcement Project	100	210	2130	442570				(20,000)	0	(7,941)		(27,941)		
REVENUE TOTALS							0	(20,000)	0	(7,941)		(27,941)		

COLUMN TOTALS (EXP TOTAL + REV TOTAL)

PREPARED BY: Andrea McKnight DIVISION HEAD: 9-26-18 DATE: 9-26-18

DEPARTMENT HEAD: [Signature] DATE: 9-26-18

FINANCE DIRECTOR: [Signature] DATE: 10-1-18

COUNTY EXECUTIVE: [Signature] DATE: 10/1/18

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

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)

**Problem Identification/Project Justification**

Alcohol-impaired Driving: In Wisconsin during 2017 alcohol was listed as a contributing factor in 4.4% of all crashes, 27.7% of all fatal vehicle crashes in 2017 were alcohol-related, resulting in 161 deaths. Alcohol-impaired driving is associated with other high-risk behaviors that increase the likelihood of a crash and of significant injury or death occurring; these include speeding, and failure to wear seat belts.

Enforcement Area (Targeting): WisDOT analysis has identified roadway segments patrolled by this agency as 'at-risk'. All alcohol and speed-related crash data from the three previous years for every jurisdiction in Wisconsin were analyzed, including those involving property damage through all ranges of injuries to those that resulted in death. These data were scientifically weighted, following established statistical protocol. Using the weighted data, the Bureau identified those places in Wisconsin with the largest crash frequency due to excess alcohol use or speed. After factoring in each identified, at-risk location's population density, a snapshot of the state's most likely places for similar crashes per capita was established. *Source: BOTS Analysis*

For Impairment Enforcement Grantees, Reimbursed enforcement must take place between the hours of 6:00 P and 4:30A.

For crash data and other resources available at the county level, please visit Community Maps at

<https://transportal.cee.wisc.edu/partners/community-maps/>

**Additional Justification**

This grant will be divided in the following manner: Racine County Sheriff - \$40,000 and Kenosha County Sheriff - \$20,000.

**RPM/SPM Notes**

This is an Impaired Driving (OWI) Enforcement Taskforce Grant.

The members of the taskforce is as follows: Kenosha/Racine County Impaired Driving Enforcement Taskforce

Kenosha County Sheriff's Department  
Racine County Sheriff's Department

Note: By accepting this grant, you are verifying that the above listed agencies are taskforce members and no other law enforcement agency that is not listed above will be allowed to participate in grant funded activities assigned to this taskforce.

The amount of the taskforce grant shall be \$60,000.00 and a detailed funding allocation plan to participating taskforce member agencies shall be submitted. Grantee is prohibited from using grant funds to supplant existing state or local expenditures.

Both Op Plan and signature page are required to be submitted with the grant at the beginning of the process on the "Supporting Documents" tab. NO GRANTS WILL BE APPROVED WITHOUT THESE DOCUMENTS ATTACHED.

The budget is for deployments only; no grant funds are for equipment. This grant requires a 25% soft local match. Activity Reports may use one overall monthly statistical report if a pre-approved spreadsheet is attached. Such reports are due on/by the 15th of the next month (example: January's report is due by February 15th). ALL involved agencies MUST participate in the three (3) National Mobilization periods such as "Click it or Ticket" and "Drive Sober or Get Pulled Over" - summer and winter.

ALL agencies are encouraged to attend the quarterly traffic safety commission (TSC) meetings for their County and the use Community Maps as a guide for scheduling deployment locations:

"For crash data and other resources available at the county level, please visit Community Maps at <https://transportal.cee.wisc.edu/partners/community-maps/>"

☒ I agree to the terms and conditions above.

## General Contract Terms Impaired Driving Enforcement

This Grant Agreement ("Agreement"), entered into by and between the Bureau of Transportation Safety ("BOTS") and \_\_\_\_\_ ("Grantee"), is executed pursuant to terms that follow.

**1. Purpose of this Agreement**

The Bureau of Transportation Safety, housed within the Wisconsin Department of Transportation's Division of State Patrol, serves as the administering agency for state and federal grants relating to transportation safety. The purpose of this Agreement is to enable BOTS to award grant funding to Grantee for eligible costs of the Grant Project ("Grant") undertaken as outlined in the project narrative and work plan. The funds shall be used exclusively in accordance with the provisions of this Agreement, as well as applicable federal and state laws and regulations.

**2. Term**

Work conducted under this Grant must occur within the federal fiscal year: October 1 to September 30. This Agreement expires September 30 of the federal fiscal year during which the Grant is conducted.

**3. Implementation**

Grantee shall be solely responsible for the design and implementation of the Grant as described in the project narrative and work plan. Grantee agrees to conduct the Grant in accordance with these plans as approved by BOTS.

Modification of the Grant shall require prior approval of BOTS. Any change in project coordinator, financial officer, authorizing official, addresses, or telephone numbers requires written notification to BOTS. If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the Wise-Grants System. Amended activity may not commence prior to BOTS approval.

Failure to perform planned activity may be considered grounds for termination of funding.

**4. Audit and Maintenance of Records**

Grantee government subdivisions are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-8507) and the Single Audit Requirements of 2 C.F.R. §200, Subpart F (A-133 Single Audit Requirements). If Grantee government subdivision is subject to a Single Audit, BOTS must be notified of the audit and subsequent results. If Grantee is subject to these requirements, it will verify that it is compliance with these requirements and that it has filed with the Federal Audit Clearing House. BOTS may take corrective action within six months and may require independent auditors to have access to grantee's records and financial statements. Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to BOTS upon request with reasonable notice. Each budget item identified as "Other" shall be claimed separately.

**5. Monitoring by the State**

Grantee consents to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

**6. Payment of Funds by the State**

All highway safety projects are funded on a cost reimbursement basis. State or local funds shall be expended before federal reimbursement is made.

BOTS shall reimburse Grantee only for the actual hours worked, and for other eligible costs, and only if the costs are incurred in performing tasks identified within the grant application. Personnel costs shall be reimbursed on the basis of actual hourly salary and fringe rate(s) that have been verified and approved by BOTS, or on the basis of percentage of annual salary and fringe dedicated to project activity as described within the grant application. All expenses for which Grantee

## General Contract Terms Impaired Driving Enforcement

seeks reimbursement must be documented in the Project Activity Reports.

## 7. Equipment

Tangible, non-expendable personal property having an acquisition cost of \$5,000 or more, with a useful life of greater than one year, that is purchased in whole or in part by Grantee using funds awarded as part of this Agreement must be justified in the project narrative or work plan and approved by the NHTSA Regional Office in writing before initiating the acquisition of the equipment. Each item shall be tagged, inventoried, and monitored until the federal interest is released. Tangible, non-expendable personal property having an acquisition cost of less than \$5,000, and budgeted as materials and supplies, will also be monitored. Grantee must inform BOTS in writing when equipment is no longer used for the purpose for which it was acquired. Grantee's procurement of property under a grant will follow the same policies and procedures used for procurement from its non-federal funds, provided their procurement procedures follow the requirements for procurement standards set forth in federal law in 2 C.F.R. §§200.318 general procurement standards through 200.326 contract provisions. Each grantee receiving traffic safety funds must maintain written property management standards that comply with the requirements for property standards set forth in federal law in 2 C.F.R. §§200.310 through 200.316. These requirements include, but are not limited to, the maintenance of accurate property records [2 C.F.R. §200.313(d)(1)]. Such records will include a description of the property; a serial number or other identification number; the source of funding for the property (including the FAIN, if applicable); indication of with whom title is vested; acquisition date; cost of the property; percentage (at the end of the budget year) of federal participation in the cost of the project for the federal award under which the property was acquired; location, use, and condition of the property; and ultimate disposition data including the date of disposal and the sale price of the property. Grantees will institute maintenance procedures adequate to keep the property in good condition.

## 8. Print and Audio Visual Materials

Grantee shall submit all materials developed under this Agreement to BOTS for approval of content and style prior to final production and release. All video materials intended for general public viewing must be close-captioned. Grantee shall credit the Wisconsin Department of Transportation Bureau of Transportation Safety and the National Highway Traffic Safety Administration on all such materials. Grantee may not copyright any portion of materials produced under this Agreement.

## 9. Program Income

Program income is gross income derived by Grantee from Grant-supported activities. Grantee will report program income on reimbursement claims, stating whether the income is retained or credited as a reduction in federal share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by BOTS.

## 10. Additional Requirements Where Funds Are Expended on Law Enforcement

- A. Grantee agency certifies that it has a written departmental policy on biased-based policing, or that it will initiate development of one during the grant period.
- B. Grantee agency certifies that it has a written departmental policy on pursuits or that it will initiate development of one during the grant period. The policy should conform to the guidelines of the IACP or a similar pursuit policy.
- C. Grantee agency certifies that it has a written departmental policy on the BAC testing of all drivers involved in fatal vehicle crashes involving alcohol, or that it will initiate one during the grant period. Grantee agency will require a test of all killed drivers and will encourage all surviving drivers to consent to a test.
- D. Grantee agency certifies that it has a written departmental policy on the use of safety belts by employees, or that it will initiate development of one during the grant period.

## 11. General Costs of Government

The general costs of government (i.e. supplanting) are unallowable except as provided in 2 C.F.R. §200.474. [2 C.F.R. §200.444]. The replacement of routine or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is prohibited.

## 12. Guidelines for Allowability of Costs

To be allowable under Federal awards, costs must meet the following general criteria [2 C.F.R. §225, Appendix A, C(1)]:

## General Contract Terms Impaired Driving Enforcement

1. Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
2. Be allocable to Federal awards under the provisions of 2 CFR part 225.
3. Be authorized or not prohibited under State or local laws or regulations.
4. Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
5. Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
6. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
7. Except as otherwise provided for in 2 CFR part 225, be determined in accordance with generally accepted accounting principles.
8. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
9. Be the net of all applicable credits.
10. Be adequately documented.

**13. Nondiscrimination**

During the performance of this contract/funding agreement, the contractor/funding recipient agrees —

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of

## General Contract Terms Impaired Driving Enforcement

age);

·**The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

·**Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

·**Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

·**Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

#### 14. Political Activity (Hatch Act)

Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### 15. Lobbying Activities

##### Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. ~~No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for~~ influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

##### Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### 16. Certification Regarding Debarment And Suspension

## General Contract Terms Impaired Driving Enforcement

Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency, or by any department, agency, or political subdivision of the state. For purposes of this grant, "principal" includes an officer, director, owner, partner, or other person with primary management and supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of Grantee.

Instructions for Lower Tier Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**17. Buy America Act**

The Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products



## General Contract Terms Impaired Driving Enforcement

produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**18. Prohibition on using grant funds to check for helmet usage**

The Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**19. Termination**

This grant may be terminated upon BOTS' determination that Grantee has materially failed to comply with terms of this Agreement. Termination may be considered among the criteria for subsequent grant awards.

**20. Correspondence**

All correspondence outside of Wise-Grants with BOTS regarding this project shall include the Grant Number, and shall be submitted to the following address or e-mail address:

**Bureau of Transportation Safety**  
**4822 Madison Yards Way, 9th Floor South**  
**Madison, WI 53707**

[DOTSafetyGrants@dot.wi.gov](mailto:DOTSafetyGrants@dot.wi.gov)

✓ I agree to the terms and conditions above. \*

~~Please send signed signature page to [DOTSafetyGrants@dot.wi.gov](mailto:DOTSafetyGrants@dot.wi.gov)~~

**Work Plan****Federal Grant Period:**

Grant activities are funded for one federal fiscal year. Funded fiscal year 2019 activities may begin no earlier than October 1, 2018 and end no later than September 30, 2019. **Grant activity may not begin until grant is in an active status.**

**Work Plan/Calendar:**

The Work Plan/Calendar contained within this contract is a term of the contract. It describes timing and level of enforcement activity. At a minimum, during the term of this contract:

Grantee will implement at least one deployment each month within the specified grant period as planned in the Work Plan /Calendar. Agencies that receive funding for overtime enforcement must participate in the national mobilizations during the timeframes listed below. Sign-up for mobilizations is in Wise-Grants and is accomplished by activating an activity report under the **View Available Opportunities** button on the home screen. Completing the activity report after the two week mobilization helps BOTS to provide NHTSA with accurate information about the level of enforcement activity in the state AND will give your agency an opportunity to procure equipment.

**Required Mobilizations**

- December 14th, 2018 – January 1st, 2019 (Drive Sober - Winter)
- May 20th – June 2nd, 2019 (Click It Or Ticket National Mobilization)
- Aug 16th – Sept 2nd, 2019 (Drive Sober – Labor Day)

**NOTE:**

**NHTSA Grant Funds dictate that during Impaired Driving Enforcement, Grantees must perform enforcement between the hours of 6:00pm and 4:30am.**

If grantee cannot perform the planned patrols, BOTS must be notified. Failure to perform planned activity may be considered grounds for terminating the grant.

**WORK PLAN**

Month	(A) Deployments	(B) Hours per Deployment	(C) Officers per Deployment	(D) Total Officer Hours (AxB)xC = D
October	1	5	6	30
November	3	4	6	72
December	3	4	6	72
January	3	4	6	72
February	3	4	6	72
March	3	4	6	72
April	3	4	6	72
May	4	5	6	120

June	4	4	6	96
July	4	4	6	96
August	4	4	6	96
September	4	4	6	96
TOTAL	39	50	72	966

**WORK PLAN ITEMS – Required:**

1. BOTS enforcement grants are now using the High Visibility Enforcement (HVE) model as agreed to in your signed operations plan. The three main elements of HVE are: 1) multiple agencies 2) working the same day and time and 3) with a media component to educate the public. Single officer deployments are no longer desirable and will require justification in any reimbursement request.
2. Grantee will assign only sworn, SFST-trained officers in patrols. Part-time officers may be assigned only if the grant funded activity and their resulting weekly total hours do not exceed 39 hours.
3. Grantee agrees to implement 39 deployments for a total of 966 enforcement hours.

**Grant Reimbursable Hours & Rate:**

Grantee's estimate of funded reimbursable hours is based upon an estimated average hourly wage/fringe rate of \$62.00

**Total amount of Wage/Fringe Based on above deployments and rate \$59,892.00**

**Activity Reporting:** Grantee shall complete the Activity Reports and submit them to BOTS no later than the 15th of the month following the activity:

✓ I agree to the terms and conditions above.

**Policy Requirements**

All grantees agree to adhere to the following policies, which are detailed in the full contract

Grantee is:

- subject to audit and is responsible for complying with appropriate maintenance of records
- subject to on-site monitoring and review of records by BOTS staff
- prohibited from purchasing equipment other than that listed in approved grant application
- prohibited from using grant funds to supplant existing state or local expenditures
- prohibited from discriminating against any employee or applicant for employment
- prohibited from receiving grant funds if presently debarred
- prohibited from using these funds to further any type of political or voter activity
- prohibited from using these funds to engage in lobbying activity

If the grant funds will be expended on law enforcement, grantee further certifies:

- that it has a written departmental policy on pursuits
- that it has a written departmental policy on BAC testing of drivers involved in fatal crashes
- that it has a written departmental policy on the use of safety belts by employees
- that it complies with Title VI of the Civil Rights Act of 1964

**2 C.F.R. §200, Subpart F Single Audit requirements (A-133)**

**\*\*Please check with your Treasurer or Finance department**

The grantee has verified that their political entity (payee for this grant)

✓ **IS or IS NOT\*** Subject to 2 C.F.R. §200, Subpart F Single Audit requirements (A-133).

If subject to 2 C.F.R. §200, Subpart F Single Audit requirements, the grantee has verified that its political entity is in compliance and has filed with the Federal Audit Clearing House:

✓ **Yes or Not Applicable\***

**Mandatory Grants Training:**

List the name of the person or persons who have taken or are scheduled to take the Mandatory Grants Training . List the name of the person, type of training (i.e. Webinar, Regional Training or online) and the date of training.

Name	Training Location	Date
Aaron Schmidt	Milwaukee County Sheriff training academy	8/8/2018

✓ I agree to the terms and conditions above.





## TASK FORCE OPERATIONAL PLAN

### **I. Purpose**

1. It is the intent of this plan to specify and address the issues and procedures required to bring together a Multi-jurisdictional Traffic Safety Task Force geared toward a High Visibility Enforcement (HVE) effort focused on decreasing crashes and obtaining voluntary compliance with traffic regulations.

The task force agencies involved are: *Racine County Sheriff Office, Kenosha County Sheriff Department*

2. This enforcement effort will be a direct result of a task force formed and comprised of sworn personnel from all jurisdictions listed at the end of this document as well as the Wisconsin State Patrol, as appropriate. Agencies work in concert to address the objectives below and within corresponding grant documents and then take enforcement action based on violations observed/detected as a result of contact with motorists.
3. In addition, partnerships are encouraged to do the following:
  1. Complete earned media (print/electronic/social) which highlights the efforts made by the Task Force.
  2. Use signage that calls attention to the enforcement.
  3. Collaborate with local partners (local businesses and schools) to promote the mission, objectives and proposed outcomes of the Task Force.

### **II. Objectives**

1. The objectives for this operational plan are to decrease the incidence of targeted driving violations, related crashes and to increase voluntary compliance with traffic regulations thereby decreasing fatalities and serious injury collisions by way of a proactive and highly visible enforcement effort.
2. Officers involved in the campaign will take a zero-tolerance on the following violations:
  - a. PRIMARY: Speed violations
  - b. ADDITIONAL: OWI, Inattentive Driving, Seat Belt, other moving traffic violations.
3. The main objective is to gain and maintain voluntary and continued compliance with the targeted traffic laws thereby improving individual motor vehicle crash survivability rates and reduction of long term disabilities.

### **III. Concept of Operations**

1. The concept of operation incorporates a High Visibility Enforcement (HVE) effort by utilizing a number of area state and local law enforcement agencies. Sworn personnel saturate pre-selected highway corridors/sections best determined to be advantageous in the detection of targeted violations.
2. Task Force Law Enforcement Departments may include any law enforcement agency located with jurisdictional responsibilities in the County(s). Each Department involved in the Task Force is responsible for deployment coverage of targeted locations within their jurisdiction.

NOTE: This may include funded agencies as well as agencies not receiving grant funds.

3. The two primary issues that a minimum of two agencies, preferably all agencies must share within the Task Force include:
  - a. Specific time frame of deployments.
  - b. Specific dates of deployments. Participating agencies agree to work on the same days (per agreed upon schedule established prior to start of first deployment) and at relatively the same times.
4. It would therefore be the intent of this plan to deploy a number of sworn personnel from the Task Force departments, simultaneously with mobile squad units and required equipment from their host agencies supporting this collaborative effort.
5. The Task Force, when feasible or when able, is encouraged to utilize the Wisconsin State Patrol version of Mobile Architecture for Communications Handling (MACH).
6. It is envisioned that the duration of each campaign should be a minimum of four (4) hours in length and would include the following:
  - a. Pre-Deployment – at the beginning of the month, prior to any deployments consisting of advanced notice via PSAs, social media announcements, and other methods regarding deployment dates, times and general locations of targeted enforcement.
  - b. Deployment.
  - c. Post Deployment – including;
    - 1.) At the end of the month, after all deployments consisting of sharing of results with all jurisdictions and media.
    - 2.) Completion of all required paperwork and reports required for Reports and Reimbursement Funding at the end of each deployment by assigned personnel.
    - 3.) Completion of Citations, Court Documentation and Incidents Reports if required.
7. The dates and times of these HVE deployments are pre-determined and advertised to the public through the efforts of press releases and media contacts to make the public preemptively aware of these various enforcement deployments. As an intended consequence it would also be the hope of gaining the motoring public's voluntary compliance as well as raise individual awareness of the hazards and penalties surrounding their conscious non-compliance with traffic safety laws.
8. Agencies are strongly encouraged to use Community Maps to help plan and schedule deployments. Community Maps allows agencies to better understand where and when crashes have occurred on a historical basis and, allows for, predictive analytics which will project where (based off of historical crash data) crashes may occur in the future.

#### IV. Date, Time, and Location of the Deployments

**\*Location(s):** Highways – including, but not limited to STH 31, STH 32, I-94 /41, US 45

**Dates:** Per schedule agreed upon by participating agencies

\* Locations are subject to change dependent upon agency agreement, crash experience, and other determinations made by the involved agencies. As a starting point,

- Corridor Enforcement includes listed highways also include up to ¼mile in any direction of such highways so as to include feeder streets to the primary target areas.
- Sector Enforcement includes target areas within each LEA jurisdiction.
- Saturation Enforcement includes multiple LEAs in a targeted jurisdiction/area.

Dates are subject to change dependent upon weather and other factors as agreed upon by Task Force members.

Grantee will implement at least one deployment each month within the specified grant period as planned in the Work Plan/Calendar.

Agencies that receive funding for overtime enforcement are strongly encouraged to participate in the national mobilizations. All agencies who are members of a Task Force are eligible to participate in these national mobilizations. Agencies who choose to participate in these mobilizations do so on an individual basis, in that each agency shall sign up for and complete documentation on behalf of their individual department.

**V. Liability of Law Enforcement Personnel Involved**

1. It is understood and agreed by task force agencies that employees assigned to HVE efforts, even if/when operating in another's jurisdiction, are the sole responsibility of the individual's employing department, unless the jurisdiction already have a mutual aid or similar agreement that they wish to use. If agencies have mutual aid or similar agreements made prior to Task Force operations, then those agreements replace this provision.
2. The individual employing department retains liability for its employees as if the employee was functioning in their own jurisdiction.
3. The individual organization is responsible to ensure the employee is qualified to be assigned to the HVE effort under regulation or requirement of the Wisconsin Department of Justice Law Enforcement Training and Standards Board and the BOTS.
4. The Parties assume their own liability and agree to release and hold harmless each other, including the others officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of performance under this agreement. This indemnity provision does not constitute, and is not intended to constitute, a waiver of any governmental or other immunities or limitations of liability on the part of any Party. (See any related Mutual Aid Agreement for more details)

**VI. Jurisdictional Authority and Court Assignment of Citations**

1. Any Police Chief or the Sheriff may request, preferably in writing, that an HVE event occur within their jurisdiction.
2. Task Force agencies will make decisions as to the appropriate court for citations/arrests.

**VII. Required Personnel and Qualifications**

1. Task Force Representative – from each participating jurisdiction and/or other involved non law enforcement member agency, to act as the liaison for that agency regarding Task Force affairs. (NOTE – Preferably this position will be filled by one or two individuals that can act in this capacity throughout the entire campaign focus to best insure continuity in operation.)
2. Task Force Agency representatives shall meet on a quarterly basis to discuss relevant issues, deployment changes/dates, etc at their corresponding Traffic Safety Commission (TSC) meetings.
3. HVE Enforcement Officers: Officers shall be trained in Standardized Field Sobriety Testing (SFST). ARIDE and DRE training are strongly encouraged.
4. K-9 Officer and Dog – It is encouraged to have working deployment dates/times.
5. Drug Recognition Expert (DRE) Officer – It is encouraged working deployment dates/times.



## VIII. Uniform and Vehicles

1. HVE Enforcement Officers will be working in full uniform (safety vests are highly encouraged) and operating in their assigned patrol vehicles (unless assigned as specific "spotters" or other plain clothes roles).
2. Squads may be marked or unmarked, depending on assignment/purpose.

## IX. Reporting

1. Each Officer working the operation will complete an Activity Log. Sheet. Each agency will be responsible for compiling the statistics; done immediate at the end of the deployment but no later than 48 hours afterward. The reimbursement paperwork will follow.
2. At a minimum, a representative from one of the participating agencies is required to attend that county's Traffic Safety Commission and report out on the Task Force's progress/results at the meeting. All participating agencies are strongly encourage to regularly attend Traffic Safety Commission meetings.

## X. Safety

1. Safety is of high importance and should include available methods, materials and equipment to that end, including but not limited to: reflective safety vests, use of seat belts, etc.
2. If an unsafe act or condition is observed, that will be reported to their OIC as soon as possible. The OIC will then be responsible to correct the situation or change the operational plan to insure a safe conduct of the plan.

*The following sections are provided primarily for:  
agencies that are NOT funded through the task force grant, and,  
agencies that are funded BUT are not administering this task force grant.*

**ALL AGENCIES WITHIN THE TASK FORCE GEOGRAPHICAL AREA SHOULD BE GIVEN THIS DOCUMENT FOR THEIR  
GENERAL INFORMATION AND POTENTIAL PARTICIPATION.**

## XI. Federal Requirements

1. Funded agencies must comply with all grant requirements particularly those listed in the "General Contract Terms" section.
3. Agencies within the borders of the Task Force county/jurisdiction that do not receive specific grant funding may participate with the Task Force and must comply with all requirements listed within this plan as well as the following:

The Bureau of Transportation Safety (BOTS), housed within the Wisconsin Department of Transportation's Division of State Patrol, serves as the administering agency for state and federal grants relating to transportation safety.

Work must occur within the federal fiscal year: October 1 to September 30. This Agreement expires September 30 of the fiscal year.

- **Implementation:**

Agree to conduct operations in accordance with these plans as approved by BOTS.  
Modification shall require prior approval of BOTS.  
Failure to perform planned activity may be considered grounds for termination.

- **Audit and Maintenance of Records**

Government subdivisions may be responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. C. 7501-8507) and revised OMB Circular A-133. If the grantee is subject to these requirements, it will verify that it is in compliance with these requirements and that it has filed with the Federal Audit Clearing House. BOTS must be notified of any A-133 Single Audit and subsequent results. The Audit and Contract Administration of the Wisconsin Department of Transportation may conduct a desk review of A-133 Single Audits to clear or resolve any issues with grantee verifications. BOTS may take corrective action within six months and may require independent auditors to

have access to grantee's records and financial statements. Any evidence of fraud will be turned over to the Office of General Counsel. *Note: Circular A-133 may be obtained by contacting the Financial Standards and Reporting Branch, Office of the Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone, (202) 395-3993.*

Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to BOTS upon request with reasonable notice. Each budget item identified as "Other" shall be claimed separately.

- **Monitoring by the State**

Consent to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

- **Payment of Funds by the State**

All highway safety projects are funded on a cost reimbursement basis. State or local funds shall be expended before federal reimbursement is made.

BOTS shall reimburse Grantee only for the actual hours worked, and for other eligible costs, and only if the costs are incurred in performing tasks identified in the Project Narrative or Work Plan. Personnel costs shall be reimbursed on the basis of hourly salary and fringe rate(s) that have been verified and approved by BOTS, or on the basis of percentage of annual salary and fringe dedicated to project activity as described in the Project Narrative or Work Plan. All expenses for which Grantee seeks reimbursement must be documented in Project Activity Reports.

- **Equipment**

Tangible, non-expendable personal property having an acquisition cost of \$5,000 or more, with a useful life of greater than two years, that is purchased in whole or in part by Grantee using funds awarded as part of this Agreement must be justified in the project narrative or work plan and approved by the NHTSA Regional Office in writing. Each item shall be tagged, inventoried, and monitored until the federal interest is released.

Tangible, non-expendable personal property having an acquisition cost of less than \$5,000, and budgeted as materials and supplies, will also be monitored. Grantee must inform BOTS when equipment is no longer used for the purpose for which it was acquired.

- **Print and Audio Visual Materials**

~~Submit all materials developed under this Agreement to BOTS for approval of content and style prior to final production and release. All video materials intended for general public viewing must be close-captioned.~~

May publish materials produced under this Agreement subject to the following conditions:

All materials produced under this Agreement shall become the property of the Grantee and may be copyrighted in its name, but Grantee may not charge or collect any royalty, fee or other costs for any material produced under this Agreement. Wisconsin Department of Transportation Bureau of Transportation Safety and the National Highway Traffic Safety Administration reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use the work for government purposes.

Grantee shall credit the Wisconsin Department of Transportation, Bureau of Transportation Safety and the National Highway Traffic Safety Administration on all such materials.

- **Program Income**

Program income is gross income derived from grant-supported activities. Report program income on reimbursement claims, stating whether the income is retained or credited as a reduction in federal share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by BOTS.

- **Additional Requirements Where Funds Are Expended on Law Enforcement**

Certify that it has a written departmental policy on:

- biased based policing, or that it will initiate development of one during the grant period.

- pursuits or that it will initiate development of one during the grant period; policy should conform to the guidelines of IACP or a similar pursuit policy.

- BAC testing of all drivers involved in fatal vehicle crashes involving alcohol, or that it will initiate one during the grant period; require a test of all killed drivers and will encourage all surviving drivers to consent to a test.

- use of safety belts by employees, or that it will initiate development of one during the grant period.

Comply with Title VI of the Civil Rights Act of 1964 and Presidential Executive Order 13166 regarding language access and "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons".

- **Supplanting**

The replacement of routine or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is prohibited.

- **Nondiscrimination**

Comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended

(42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all Subrecipient to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- **Debarment and Suspension**

Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency, or by any department, agency, or political subdivision of the state. For purposes of this grant, "principal" includes an officer, director, owner, partner, or other person with primary management and supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of Grantee.

- **Political Activity (Hatch Act)**

Comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- **Lobbying Activities**

*Certification Regarding Federal Lobbying*

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

~~The undersigned shall require that the language of this certification be included in the award documents for all sub-award~~  
at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Restriction on State Lobbying*

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

- **Buy America Act**

Comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- **Termination**

May be terminated upon BOTS' determination that agency has materially failed to comply with terms of this Agreement. Termination may be considered among the criteria for subsequent grant awards.

## **XII. Signatures.**

*Participating agencies NOT receiving funding are required to sign here indicating their participation and compliance.*

Kenosha County Sheriff's Department

Agency Name

Agency Name

Agency Name

Agency Name

Agency Name

Agency Name

Agency Name

Agency Name

# Kenosha County Administrative Proposal Form

## 1. Proposal Overview

Division: Law Enforcement Department: Sheriff's Department

Proposal Summary (attach explanation and required documents):

2018 Resolution to modify expenditure and revenue budgets to recognize forecasted expenses for participating with Racine County Sheriff's Department (RASO) in extra patrol enforcement efforts focusing on alcohol/drug impaired drivers.

The funding is offered through the WI DOT, Bureau of Transportation Safety (BOTS).

Kenosha County is partnering with RASO, who is the grantee and administrator of the BOTS Alcohol Impaired Drivers Enforcement grants. The grant funds are used to reimburse Deputy Sheriff overtime and benefit costs for the extra patrols scheduled. Deputies are expected to work an approximate total of 322 overtime hours from October 1, 2018 through September 30, 2019. The Resolution, Budget Modification and grant award documents are attached. The Kenosha County Sheriff's Department (KSD) expects the share of the partnered award for KSD will be up to \$20,000 for the period.

Dept./Division Head Signature:  Date: 9-25-19

## 2. Department Head Review

Comments:

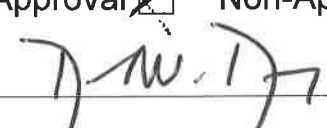
Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature:  Date: 9-25-19

## 3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature:  Date: 10-1-18

## 4. County Executive Review

Comments

Action: Approval ☒ Non-Approval ☐

Executive Signature:  Date: 10-1-18

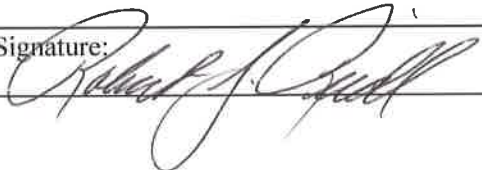
# Kenosha



# County

## BOARD OF SUPERVISORS

RESOLUTION NO. 53

Subject: <b>REQUEST TO APPROVE THE APPOINTMENT OF CLARA-LIN E. TAPPA AS DIRECTOR OF THE KENOSHA COUNTY DIVISION OF HUMAN RESOURCES</b>			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 16, 2018		Date Resubmitted:	
Submitted By: Finance & Administration Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert Riedl Director - Division of Human Resources		Signature: 	

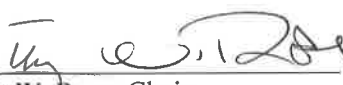

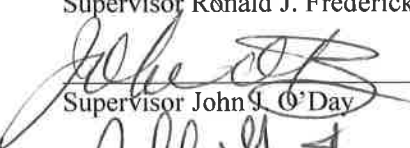



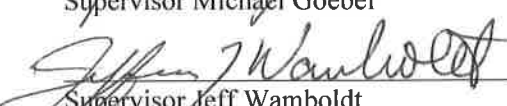
WHEREAS, pursuant to County Executive Appointment 2018/19-27, the County Executive has appointed Clara-Lin E. Tappa to serve as Director of the Kenosha County Division of Human Resources; and

WHEREAS, the Finance & Administration Committee of the Kenosha County Board of Supervisors has reviewed the request of the County Executive for confirmation of the above-named to serve as Director of the Kenosha County Division of Human Resources and is recommending to the County Board the approval of the appointment,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors confirms the appointment of Clara-Lin E. Tappa to serve as Director of the Kenosha County Division of Human Resources.

Respectfully Submitted,

FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 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 John J. O'Day	<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 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"/>



# 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 2018/19-27

#### RE: DIRECTOR OF THE DIVISION OF HUMAN RESOURCES

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

Clara-lin A. Tappa  
1010 56<sup>th</sup> Street  
Kenosha, Wisconsin 53140

to serve as the Director of the Kenosha County Division of Human Resources.

Ms. Tappa possesses a strong background in the field of Human Resources and has previously held the positions of Partner Relationship Manager with HR Value Partners; Chief Administrative Officer and Human Resources Manager with United Communications Corporation; and Human Resources Manager and Human Resources Specialist with Kenosha News.

Ms. Tappa will be succeeding Mr. Robert Riedl. Her appointment as the Director of the Division of Human Resources will become effective upon confirmation by the Kenosha County Board of Supervisors.

Ms. Tappa has been employed by Kenosha County since May 29, 2018 and is currently earning \$120,000 annually.

Respectfully submitted this 27<sup>th</sup> day of September, 2018.

  
Jim Kreuser,  
Kenosha County Executive





**Clara-lin Tappa, PHR**

**Clara-lin Tappa**, a Kenosha, Wisconsin native, currently works in Human Resources at Kenosha County.

Before joining the County, she was Partner Relationship Manager at HR Value Partners in Racine, an HR consulting firm. She provided HR generalist consulting to small to mid-size businesses in the greater Chicago area. Prior to that, she served as Chief Administrative Officer and Corporate Secretary for United Communications Corporation, a privately held media company with broadcast and newspaper divisions in several states.

She began her career with UCC in 1992 at its Kenosha News division. After spending a decade in the newsroom, she transitioned into human resources. During her time in HR, she developed a corporate HR department, spearheaded two product launches from inception to market, implemented the company's first strategic plan and facilitated an evolution from first to second generation ownership with a full restructuring of senior leadership and transformation of the corporate culture.

A true generalist, she has honed her skills in all facets of HR including benefits, compensation, performance management, labor relations, safety, training and recruiting.

Tappa is a graduate of Concordia University Wisconsin with a bachelor's degree in management and communications. She holds a certificate in human resources management from Marquette University.

A member of the Society for Human Resources Management, she holds her PHR certification through HRCI. Tappa is a charter member and past president of SHRM – Racine and Kenosha Area Chapter. In 2000, she was named one of Presstime Magazine's 20 Under 40.

She currently serves on the Board of Directors of Goodfellows (Kenosha Christmas Charities) and Women and Children's Horizons. She is chairperson of the Arts Fund of the Kenosha Community Foundation and played an integral role in bringing to life the Sculpture Walk-HarborPark along Kenosha's scenic harbor. She is a past board member of Kenosha Area Business Alliance.

In her free time, she enjoys performing in community theater and is a lifetime member of Lakeside Players, Inc. She and her husband, Steve Mattner, have four children and four grandchildren.


# Kenosha



# County

## BOARD OF SUPERVISORS

RESOLUTION NO. 54

Subject: Request to Approve the Appointment of Michael Pitts to the Kenosha County Housing Authority Board.			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 16, 2018		Date Resubmitted:	
Submitted By: Finance and Administration Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert Riedl, Director Division of Human Resources		Signature: 	



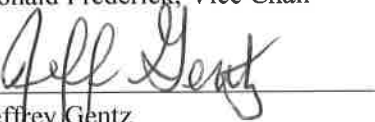

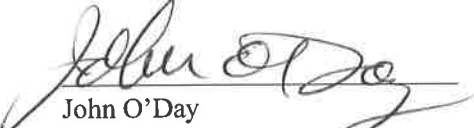

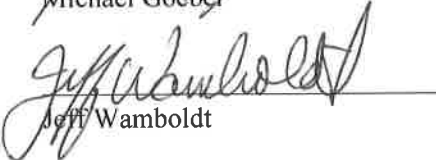
WHEREAS, pursuant to County Executive Appointment 2018/19-24, the County Executive has appointed Michael Pitts to serve on the Kenosha County Housing Authority Board; and

WHEREAS, the Finance & Administration Committee has reviewed the request of the County Executive for confirmation of his appointment of the above-named to serve on the Kenosha County Housing Authority Board and is recommending to the County Board the approval of the appointment.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Michael Pitts to the Kenosha County Housing Authority Board. Mr. Pitts' appointment shall be effective immediately and continue until the 30<sup>th</sup> day of April, 2022, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mr. Pitts will serve without pay. Mr. Pitts will be succeeding himself.

Resolution – Michael Pitts Appointment  
Page 2

Approved by:

FINANCE/ADMINISTRATION COMMITTEE	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Terry Rose, Chairman	<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"/>
 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"/>
 John O'Day	<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"/>
 Jeff Wamboldt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

F:\Finance\_Administration Committee\RESOLUTIONS\_ORDINANCES\RES M. Pitts KC Housing Authority.doc



# COUNTY OF KENOSHA

# 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 2018/19-24

### RE: KENOSHA COUNTY HOUSING AUTHORITY BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Mr. Michael Pitts  
6309 60<sup>th</sup> Street, Suite 100  
Kenosha, WI 53144

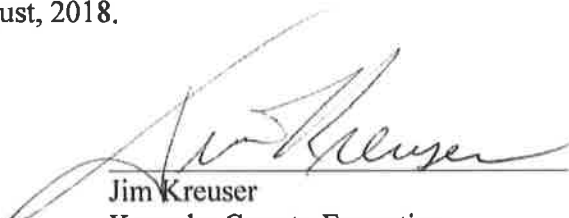
to serve on the Kenosha County Housing Authority Board beginning immediately upon confirmation of the County Board and continuing until the 30<sup>th</sup> day of April, 2022 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment in 2014, Mr. Pitts has attended 6 out of the 6 meetings held.

Mr. Pitts will serve without pay.

Mr. Pitts will be succeeding himself.

Respectfully submitted this 30<sup>th</sup> day of August, 2018.

  
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: MICHAEL JOHN PITTS  
First Middle Last

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

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

Occupation: PITTS BROTHERS & ASSOCIATES, LLC REALTOR / OWNER  
Company Title

Business Address: 6309 60<sup>TH</sup> STREET, SUITE 100, KENOSHA, WI 53144

Telephone Number: Residence \_\_\_\_\_ Business 262.654.4900

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

Mailing Address Preference: Business ( ) Residence (X)

Email Address: mpitts@pittsbros.com

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

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.

SEE ATTACHED

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

SEE ATTACHED

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

\*candidate resides in supervisory district 4

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

Governmental Services: List services with any governmental unit.

SEE ATTACHED - PRIOR MEMBER OF CITY COUNCIL FOR CITY OF KENOSHA, WHERE I SERVED ON VARIOUS COMMITTEES & BOARDS

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

INVOLVED IN THE REAL ESTATE BUSINESS IN KENOSHA COUNTY;  
GRADUATE OF UNIVERSITY OF WISCONSIN - MADISON WITH A  
DEGREE IN REAL ESTATE AND URBAN LAND ECONOMICS

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

  
Signature of Nominee

8/20/18  
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: \_\_\_\_\_  
\_\_\_\_\_

**Boards & Associations:**

March 2018 – Present

**Kenosha Area Business Alliance**, Board Member  
Kenosha, Wisconsin

January 2018 – Present

**Congressional Award Board of Directors**, Board Member  
Washington D.C.

July 2015 – Present

**St. Anthony's Parish Council**, Council Member/Stewardship Committee Chair  
Kenosha, Wisconsin

October 2014 – September 2017

**Kenosha County Housing Authority**, Commission Member  
Kenosha County, WI

October 2010 – Present

**Gateway Technical College Business Advisory Committee**, Committee Member  
Kenosha, Wisconsin

January 2014 – December 2015

**Boys & Girls Club of Kenosha**, Chairman of the Board & Foundation Board  
Kenosha, Wisconsin

November 2005 - Present

**Boys & Girls Club of Kenosha**, Board of Directors – Past President & VP  
Current & Former Committees: Executive Committee, Human Resources & Risk Management, Resource Development, Co-Chair Dairy State Beer & Cheese Festival, Facilities, Capital Campaign Committee, Co-Chair 2009 Year End Operating Fund Campaign  
Kenosha, Wisconsin

May 2015 – December 2016

**Rotary Club of Kenosha Foundation – West**, Trustee  
Kenosha, Wisconsin

January 2009 – December 2016

**Rotary Club of Kenosha – West**, Member  
Kenosha, Wisconsin

July 2010 – September 2012

**Ducks Unlimited of Kenosha**, Committee Member  
Kenosha, Wisconsin

December 2008 – September 2011

**Civil Service Commission, City of Kenosha**, Commissioner  
Kenosha, Wisconsin

2002 – Present

**Italian American Society**, Member  
Kenosha, Wisconsin

May 2006 – April 2008

**City Plan Commission, City of Kenosha**, Vice-Chairman  
Kenosha, Wisconsin

May 2004 – April 2008

**Finance Committee, City of Kenosha**, Committee Member  
Kenosha, Wisconsin

May 2004 – April 2008

**Community Development Block Grant**, Committee Member  
Kenosha, Wisconsin

2006 & Prior

**Board of Water Commissioners** – Commissioner, City of Kenosha  
**Public Works Committee** – Member, City of Kenosha  
**Southwest Library Renovation Committee**, - Member, City of Kenosha  
**St. Joseph Athletic Association** – Member, Kenosha, Wisconsin


# Kenosha



# County

## BOARD OF SUPERVISORS

### RESOLUTION NO. 55

Subject: Request to Approve the Appointment of Michelle Miloslavic to the Kenosha County Library System Board.			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 16, 2018		Date Resubmitted:	
Submitted By: Finance & Administration Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert R. Riedl, Director Division of Human Resources		Signature: 	

WHEREAS, pursuant to County Executive Appointment 2018/19-26, the County Executive has appointed Michelle Miloslavic to serve on the Kenosha County Library System Board; and

WHEREAS, the Finance & Administration Committee has reviewed the request of the County Executive for confirmation of his appointment of the above-named to serve on the Kenosha County Library System Board and is recommending to the County Board the approval of the appointment.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Michelle Miloslavic to the Kenosha County Library System Board. Ms. Miloslavic's appointment shall be effective immediately and continue until the 31<sup>st</sup> day of December, 2019 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Ms. Miloslavic will serve without pay. Ms. Miloslavic will be succeeding Ellen Kupfer.



Resolution – Appointment of Michelle Miloslavice to the Kenosha County Library System Board  
Page 2

Approved by:

FINANCE/ADMINISTRATION  
COMMITTEE

Aye   No   Abstain   Excused

  
Terry Rose, Chairman   ☒   ☐   ☐   ☐

  
Ronald Frederick   ☒   ☐   ☐   ☐

  
Jeffrey Gentz   ☒   ☐   ☐   ☐

  
Ed Kubicki   ☒   ☐   ☐   ☐

  
John O'Day   ☒   ☐   ☐   ☐

  
Michael Goebel   ☒   ☐   ☐   ☐

  
Jeff Wamboldt   ☒   ☐   ☐   ☐



# 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 2018/19-26

#### RE: KENOSHA COUNTY LIBRARY SYSTEM BOARD

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. Michelle Miloslavic  
8560 26<sup>th</sup> Avenue  
Kenosha, WI 53143

to serve on the Kenosha County Library System Board beginning immediately upon confirmation of the County Board and continuing until the 31<sup>st</sup> day of December, 2019 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Ms. Miloslavic will serve without pay.

Ms. Miloslavic will be succeeding Ellen Kupfer.

Respectfully submitted this 27<sup>th</sup> day of September, 2018.

Jim Kreuser

Kenosha County Executive

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

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

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

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.

teacher for over 20 years, mostly at the college level

---

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

  
\_\_\_\_\_  
Signature of Nominee

9/11/18  
\_\_\_\_\_  
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. 56

Subject: Resolution to approve the appointment of Ms. Patrice Hall 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: 10 / 1 / 2018	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 2018/19-25, the County Executive has appointed Ms. Patrice Hall 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 Ms. Patrice Hall to the Kenosha County Traffic Safety Commission. Ms. Hall's appointment shall be effective immediately and continuing until the 1st day of June 2021 or until a successor is appointed by the County Executive and confirmed by the County Board of Supervisors. Ms. Hall will be succeeding herself and will serve without pay.

Respectfully Submitted:

Committee:

Aye

Nay

Abstain

Excused

  
Dennis Elverman, Chairperson

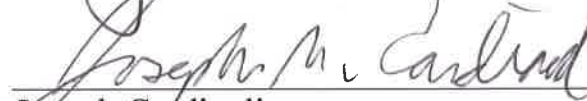
☒☐☐☐

  
John Franco, Vice Chairperson


☒☐☐☐

  
John Poole


☒☐☐☐

  
Joseph Cardinali


☒☐☐☐

  
Mark Nordigian

☒☐☐☐

  
Michael Skalitzy

☒☐☐☐

  
Monica Yuhos

☒☐☐☐



# 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 2018/19-25

#### RE: KENOSHA COUNTY TRAFFIC SAFETY COMMISSION

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. Patrice Hall  
Kenosha County Medical Examiner  
Public Safety Building  
1000 – 55<sup>th</sup> Street  
Kenosha, WI 53140

to serve a three year term on the Kenosha County Traffic Safety Commission beginning immediately upon the confirmation of the County Board and continuing until the 1st day of June, 2021 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since her last appointment in June of 2015, Ms. Hall has personally attended 11 of the 13 meetings held. She had a representative attend in her place for the other 2 meetings.

Ms. Hall will serve without pay. Ms. Hall will be succeeding herself.

Respectfully submitted this 30<sup>th</sup> day of August, 2018.



Jim Kreuser

Kenosha County Executive



# 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

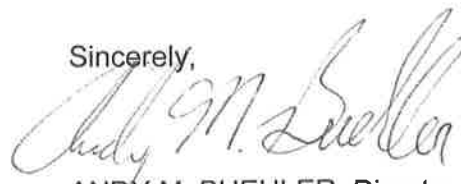
## MEMORANDUM

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 **November 14, 2018** 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. **Steven Wisniewski & Kurt Wisniewski**, 1036 172nd Ave., Union Grove, WI 53182 (Owner), 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 & Open Land" on Tax Parcel # 45-4-221-161-0102 located in the SE ¼ of Section 16, T2N, R21E, Town of **Paris**.
2. **Steven Wisniewski & Kurt Wisniewski**, 1036 172nd Ave., Union Grove, WI 53182 and **Michael & Linda Gallagher Trustees of Revocable Trust**, 16611 12th St., Kenosha, WI 53144 (Owners), requesting a **rezoning** from A-1 Agricultural Preservation Dist. & R-1 Rural Residential Dist. to A-2 General Agricultural Dist., R-1 Rural Residential Dist. & PUD Planned Unit Development Overlay Dist. on Tax Parcel #s 45-4-221-161-0102 & 45-4-221-161-0101 located in the SE ¼ of Section 16, T2N, R21E, Town of **Paris**.
3. **Steven Wisniewski & Kurt Wisniewski**, 1036 172nd Ave., Union Grove, WI 53182 (Owner), requesting a **Certified Survey Map** on Tax Parcel # 45-4-221-161-0102 located in the SE ¼ of Section 16, T2N, R21E, Town of **Paris**.
4. **Fliess Family Limited Partnership**, 3901 5th Pl., Kenosha, WI 53144 & **Robert F. & Karen L. Fliess**, 12910 Burlington Rd., Kenosha, WI 53144 (Owners), **Planning, Development & Extension Education Committee**, 19600 75th Street, Suite 185-3, Bristol, WI 53104 (Sponsor), requesting an **amendment of the shoreland district boundary** on Tax Parcel #s 45-4-221-133-0300 & 45-4-221-242-0100 located in the SW ¼ of Section 13 and the NW ¼ of Section 24, T2N, R21E, Town of **Paris**.
5. Approval of Minutes
6. Citizens Comments
7. Any Other Business Allowed by Law
8. Adjournment

Sincerely,



ANDY M. BUEHLER, Director  
Division of Planning & Development

AMB:BF:aw



GL-14-18

UNITED STATES DISTRICT COURT

for the  
Eastern District of Wisconsin

2018 SEP 11 A 8:50

U.S. MARSHAL  
MILWAUKEE, WI

FEEONQUAY JENKINS

Plaintiff

v.

SHERIFF DAVID BETH

Defendant

Civil Action No. 17-CV-1779

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: SHERIFF DAVID BETH

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 10/02/2018

Signature of the attorney or unrepresented party

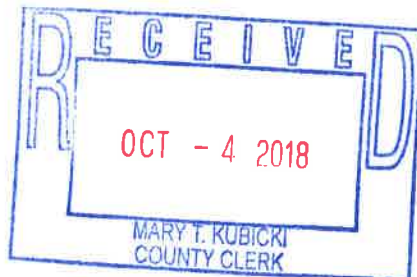
FEEONQUAY JENKINS

Printed name

Address

E-mail address

Telephone number



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

2018 SEP 11 A 0:50

FEEONQUAY JENKINS,

Plaintiff,

v.

Case No. 17-CV-1779-JPS

**ORDER**

CITY OF KENOSHA WISCONSIN,  
OFFICER WILLIE HAMILTON,  
POLICE OFFICER JOHN DOE,  
POLICE CHIEF DANIEL MISKINIS,  
KENOSHA COUNTY WISCONSIN,  
SHERIFF DAVID BETH, BOOKING  
CORRECTIONAL OFFICIAL DOE,  
SECOND CORRECTIONAL  
OFFICIAL DOE, KENOSHA  
COUNTY CORRECTIONAL  
HEALTH SERVICES MANAGER  
DENISE, and KENOSHA COUNTY  
CORRECTIONAL MEDICAL  
DIRECTOR DR. ADBUL DURRANI,

Defendants.

Plaintiff Feeonquay Jenkins ("Jenkins"), who is incarcerated at Kenosha County Jail, proceeds in this matter *pro se*. He filed a complaint alleging that the defendants violated his constitutional rights. (Docket #1). On June 6, 2018, the Court screened Jenkins' complaint pursuant to 28 U.S.C. § 1915A(a). (Docket #12). The Court identified several deficiencies in Jenkins' complaint, finding that it failed to state a valid claim for relief as pleaded. *Id.* at 5–7. The Court permitted Jenkins the opportunity to correct those deficiencies and ordered that he file an amended complaint no later

than thirty days from entry of that order, meaning on or before July 6, 2018. *Id.* at 7.

On July 5, 2018, Jenkins filed a motion for an extension of time to file an amended complaint. (Docket #13). He asked for sixty additional days to complete that filing. *Id.* He offered no reason for his delinquency, apart from a brief mention of medical records. *Id.* Then, on July 9, 2018, the Court received from Jenkins an amended complaint dated July 3, 2018. (Docket #14). Although the amended complaint was filed beyond the Court's deadline, the Court will nonetheless accept it in this instance. His motion for an extension of time will be denied as moot. Jenkins is admonished, though, that any failure to comply with a Court order in the future may result in dismissal of his case.

The Court will screen the amended complaint pursuant to 28 U.S.C. § 1915A(a). All of the standards applicable to screening announced in the Court's original screening order apply here. (Docket #12 at 1–3).

Jenkins' amended complaint is premised on the same operative facts as was his original complaint. Jenkins alleges that on March 27, 2016 he was shot and taken to Froedtert Hospital of Wisconsin. (Docket #14 at 2). About a week later, while Jenkins was still recovering, Kenosha police officers Willie Hamilton ("Hamilton") and John Doe arrived at the Hospital claiming to have a warrant for Jenkins' arrest, and they arrested him. *Id.* at 6. The officers took Jenkins to Kenosha County Jail (the "Jail"). *Id.* at 7. Jenkins complains that the officers did not consider the severity of his injuries when deciding to remove him from the hospital. *Id.*

Once at the Jail, Jenkins was placed in an unsanitary holding cell by defendants Booking Correctional Official Doe and Second Correctional Official Doe. *Id.* He told those officers that he was in excruciating pain from

his injuries and needed the medication that was sent along with him from the hospital. *Id.* The officers told Jenkins they did not have his medication and they refused to call medical staff to attend to Jenkins' medical needs. *Id.* After six hours, Jenkins was taken to the medical unit. *Id.* He does not describe the care he was given there.

On the night of April 8, 2016, which the Court assumes was Jenkins' first night in the Jail, no one came to check on him. *Id.* at 8. The next morning, a medical staffer came around with medications, and Jenkins told him that he was in pain and needed his bandages changed. *Id.* That person told Jenkins to file a medical request. *Id.* Jenkins then filed a grievance complaining about his pain and the delay of medical treatment therefor. *Id.*

On April 10, 2016, Jenkins' bandages were changed by a nurse at the Jail. *Id.* Jenkins noticed yellow puss and a foul odor during the changing, but the nurse did not mention or attend to those things. *Id.* Jenkins continued to suffer a great deal of pain. *Id.* Later that day, an officer performing his rounds noticed that Jenkins was suffering, saw that the gauze on Jenkins' side was saturated with puss, and called a nurse. *Id.* Jenkins was then transported to Aurora Hospital, examined, and then transferred to Froedtert Hospital, where he learned that he had contracted a staph infection and MRSA. *Id.* Jenkins remained in the hospital for a week for treatment, all the while in pain. *Id.*

Jenkins was then sent back to the Jail, where he was placed in "isolation" in the medical ward. *Id.* He soon posted bond and was released from the Jail. *Id.* at 9.

The Court will examine Jenkins' allegations as they relate to each of the named defendants. First, Jenkins seeks to sue Hamilton and Officer John

Doe for violation of his right to adequate medical care by arresting him at the hospital and transporting him to the Jail.

The Supreme Court first recognized an incarcerated person's right to receive adequate medical care in *Estelle v. Gamble*, 429 U.S. 97 (1976), which concerned a convicted prisoner. In that case, the Court concluded that deliberate indifference to a prisoner's serious medical need violates the Eighth Amendment's protection against cruel and unusual punishment. *Id.* at 104–05. But a pretrial detainee, unlike a convicted prisoner, is still entitled to the presumption of innocence, and therefore he cannot be punished at all. *Kingsley v. Hendrickson*, 135 S. Ct. 2466, 2475 (2015).

In light of this distinction, the Seventh Circuit recently made clear that a pretrial detainee's medical-care claim arises under the Fourteenth Amendment and is subject only to an objective unreasonableness inquiry. *Miranda v. Cnty. of Lake*, No. 17-1603, 2018 WL 3796482, at \*11 (7th Cir. Aug. 10, 2018). The Seventh Circuit describes the claim's elements this way: the pretrial detainee plaintiff must show that the defendants "acted purposefully, knowingly, or perhaps even recklessly when they considered the consequences of their [actions]," and the defendants' conduct was objectively unreasonable. *Id.*

Under this standard, Jenkins' claims against Hamilton and Officer John Doe cannot proceed. Jenkins has not alleged that those officers were reckless in deciding to transport Jenkins from the hospital to the Jail (which had a medical unit) or that they had reason to know that, once at the Jail, the medical staff and other officers would not properly care for Jenkins' injuries. Indeed, the hospital agreed to discharge him to the officers' custody. In other words, Jenkins has not alleged that the officers acted with

purpose, knowledge, or recklessness when considering the consequences of transporting Jenkins from the hospital to the Jail.

The same is not true for Jenkins' claims against Booking Correctional Official Doe and Second Correctional Official Doe. He alleges that they purposely held him for six hours without medical attention and withheld his prescribed pain medication, all the while knowing that he was in pain and needed medical treatment. Given the lenient standard applied at screening, these allegations suffice to state a Fourteenth Amendment claim for violation of Jenkins' right to adequate medical care.

Next, Jenkins alleges that Kenosha County (the "County"), Sheriff David Beth ("Beth"), Jail Health Services Manager Denise ("Denise"), and Jail Medical Director Dr. Abdul Durrani ("Durrani") "have a policy and practice of not providing immediate medical care and treatment to individuals brought into their care and custody[]." (Docket #14 at 20). As to Beth, Denise, and Durrani, Jenkins' amended complaint includes no allegations about them whatsoever, apart from his statement implying that because they have supervisory roles, they are responsible for the actions of those they supervise. It is "well-settled that a claim against a state or local agency or its officials may not be premised upon a *respondeat superior* theory." *Rascon v. Hardiman*, 803 F.2d 269, 274 (7th Cir. 1986) (citing *Monell v. Dep't of Soc. Servs.*, 436 U.S. 658, 694 (1978)). Further, individual liability under Section 1983 "requires personal involvement in the alleged constitutional deprivation." *Colbert v. City of Chicago*, 851 F.3d 649, 657 (7th Cir. 2017) (quotation omitted). Jenkins makes no such allegations about Beth, Denise, and Durrani, and his claims against them will, therefore, be dismissed.

As to the County, Jenkins' claim could only proceed if he sufficiently alleged the elements of a *Monell* claim. See *Monell v. Dep't of Soc. Servs. of City of N.Y.*, 436 U.S. 658 (1978). *Monell* provides an avenue for relief against a governmental entity for constitutional violations that are caused directly by a policy or custom of the governmental entity. *Id.* at 694. To maintain a Section 1983 claim against a governmental entity, the plaintiff must first identify a "policy or custom" attributable to governmental policymakers. *Gable v. City of Chicago*, 296 F.3d 531, 537 (7th Cir. 2002) (citing *Monell*, 436 U.S. at 691-94). A "policy or custom" may take one of three forms: "(1) an express policy that, when enforced, causes a constitutional deprivation; (2) a widespread practice that, although notice authorized by written law or express [governmental] policy, is so permanent and well settled as to constitute a custom or usage with the force of law; or (3) an allegation that the constitutional injury was caused by a person with final policymaking authority." *Id.* (quotation omitted). The plaintiff must also demonstrate "the requisite causation," which means that "the policy or custom was the 'moving force' behind [his] constitutional deprivation." *Id.*

Jenkins has not alleged that County has an express policy that compels the mistreatment of injured detainees; indeed, he does not allege that the booking officer defendants acted in accordance with, or contravention of, any policy at all. He also has not alleged that the County has a widespread practice of mistreating injured detainees; he only makes allegations about his individual experience. Finally, he does not allege that any person with final policymaking authority actually caused his injury. His passing references to the sheriff and the Jail's medical staff supervisors do not amount to allegations of affirmative acts on their parts to deprive him of his constitutional rights.

Finally, Jenkins alleges that the City of Kenosha (the "City") and Daniel Miskinis ("Miskinis"), the City's police chief, failed to properly train their officers regarding the arrest of someone with serious injuries. (Docket #14 at 20). But a municipality (or its official sued in his official capacity) cannot be liable under a *Monell* failure-to-train theory when there is no underlying constitutional violation by a municipal employee. *Sallenger v. City of Springfield, Ill.*, 630 F.3d 499, 504 (7th Cir. 2010). Because Jenkins has not stated a constitutional claim based on his arrest and transport from the hospital to the Jail, he cannot maintain a *Monell* claim against the City or Miskinis.

In sum, the Court finds that Jenkins may proceed only on his claims against Booking Correctional Official Doe and Second Correctional Official Doe for violation of his Fourteenth Amendment right to adequate medical care.

To facilitate service of the complaint and identification of the Doe defendants, the Court will leave Sheriff Beth, for the time being, as a defendant in this action. *See Duncan v. Duckworth*, 644 F.2d 653, 655 (7th Cir. 1981). Plaintiff is advised that in the Court's scheduling order, which will be issued after Beth is served, he will be afforded a period of time in which to conduct discovery into the identities of the Doe defendants. He should seek this information from Beth. Failure to amend the complaint to identify the Doe defendants by the deadline set forth in the scheduling order may result in dismissal of this action. Once the Doe defendants are identified, the Court will dismiss Beth as a defendant.

Accordingly,

**IT IS ORDERED** that Plaintiff's motion for an extension of time (Docket #13) be and the same is hereby **DENIED as moot**;



**IT IS FURTHER ORDERED** that Defendants City of Kenosha Wisconsin, Officer Willie Hamilton, Police Officer John Doe, Police Chief Daniel Miskinis, Kenosha County Wisconsin, Kenosha County Correctional Health Services Manager Denise, and Kenosha County Correctional Medical Director Dr. Abdul Durrani be and the same are hereby **DISMISSED** from this action;

**IT IS FURTHER ORDERED** that the United States Marshal shall serve a copy of the amended complaint (Docket #14) and this order upon defendant Sheriff David Beth pursuant to Federal Rule of Civil Procedure 4. Plaintiff is advised that Congress requires the U.S. Marshals Service to charge for making or attempting such service. 28 U.S.C. § 1921(a). The current fee for waiver-of-service packages is \$8.00 per item mailed. The full fee schedule is provided at 28 C.F.R. §§ 0.114(a)(2), (a)(3). Although Congress requires the court to order service by the U.S. Marshals Service precisely because *in forma pauperis* plaintiffs are indigent, it has not made any provision for these fees to be waived either by the court or by the U.S. Marshals Service;

**IT IS FURTHER ORDERED** that Defendants shall file a responsive pleading to the amended complaint;

**IT IS FURTHER ORDERED** that the agency having custody of Plaintiff shall collect from his institution trust account the balance of the filing fee by collecting monthly payments from Plaintiff's prison trust account in an amount equal to 20% of the preceding month's income credited to Plaintiff's trust account and forwarding payments to the Clerk of Court each time the amount in the account exceeds \$10 in accordance with 28 U.S.C. § 1915(b)(2). The payments shall be clearly identified by the case name and number assigned to this action. If Plaintiff is transferred to

another institution, county, state, or federal, the transferring institution shall forward a copy of this Order along with Plaintiff's remaining balance to the receiving institution;

**IT IS FURTHER ORDERED** that a copy of this order be sent to the officer in charge of the agency where Plaintiff is confined; and

**IT IS FURTHER ORDERED** that Plaintiff shall submit all correspondence and legal material to:

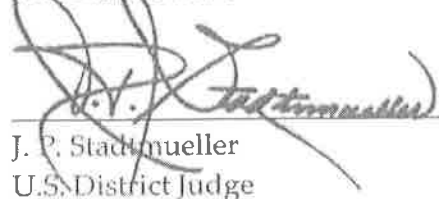
Office of the Clerk  
United States District Court  
Eastern District of Wisconsin  
362 United States Courthouse  
517 E. Wisconsin Avenue  
Milwaukee, Wisconsin 53202

PLEASE DO NOT MAIL ANYTHING DIRECTLY TO THE COURT'S CHAMBERS. It will only delay the processing of the matter.

Plaintiff is further advised that failure to make a timely submission may result in the dismissal of this action for failure to prosecute. In addition, the parties must notify the Clerk of Court of any change of address. Failure to do so could result in orders or other information not being timely delivered, thus affecting the legal rights of the parties.

Dated at Milwaukee, Wisconsin, this 7th day of September, 2018.

BY THE COURT:



J. P. Stadtmueller  
U.S. District Judge

GL-13-18

**:Jeffrey-Scott:Tennant, pro per, natural individual,  
True Beneficiary and Representative of JEFFREY  
SCOTT TENNANT,**

**FILED**

**OCT 1 2018**

**Office Of Clerk of Courts  
Kenosha County  
912 - 56<sup>th</sup> St.**

**REBECCA MATOSKA-MENTINK  
CLERK OF CIRCUIT COURT**

**Kenosha, Wisconsin 53140 Fax: 262-653-2435**

## **CLAIM**

**In STATE OF WISCONSIN v. JEFFREY TENNANT  
Kenosha County case no.s: 2007-CF-00038, 2007-CF-  
000470, 2007-CF-000835, Harm was done to this  
natural individual, depriving me of life, liberty and  
more, by inflicting emotional distress, falsely  
imprisoning me for 11 months before these charges  
were DISMISSED.**

**This claim is for treble the amount the administrators  
of this court are attempting to defraud me of;  
\$5,813.04, plus punitive damages, compensatory and  
any and all other relief as provided for by law.**

**Pursuant to FRCP 5(d)(4) "The Clerk of Courts shall file pro se  
documents even when they are not in the prescribed form."**

**NOTICE OF EXEMPTION FROM FEES** The US Supreme Court has ruled  
that a natural individual entitled to relief is "entitled to free access...to its judicial  
tribunals and public officers in every State of the Union" (2 Black 620; see also: Crandell  
v. Nevada, 6 Wall 35). Plaintiff should not be charged fees or costs for the lawful and  
Constitutional right to petition this court in this matter in which he is entitled to relief,  
as it appears that the filing fee rule was originally implemented for fictions and subjects  
of government, and should not be applied to the Plaintiff who is a natural individual and  
entitled to relief. (Hale v. Henkel, 201 US 43)

**All Rights Reserved, Without Prejudice**

**/s/ Jeff, c/o 7322-26 Ave.  
Kenosha, Wisconsin**