

#### 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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 of January, 2024 at 7:30 P.M., in the County Board Room located in the Kenosha County Administration Building, 1010 56th St, Kenosha, WI. The following will be the agenda for said meeting:

- A. Call To Order By Chairman Nudo
- B. Pledge Of Allegiance
- C. Roll Call Of Supervisors
- D. Citizen Comments

Documents:

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

- E. Announcements Of The Chairperson
- F. Supervisor Reports
- G. COUNTY EXECUTIVE APPOINTMENTS
  - 28. Harry Laws To Serve On The Board Of Health

Documents:

HARRY LAWS - BOARD PACKET 2023.PDF

29. Julia Robinson To Serve On The Board Of Health

Documents: JULIA ROBINSON - BOARD PACKET 2023.PDF 30. Kayla Hove To Serve On The Board Of Health Documents: KAYLA HOVE - BOARD PACKET 2023.PDF 31. Kenny Harper To Serve On The Board Of Health Documents: KENNY HARPER - BOARD PACKET 2024.PDF 32. Barbara Wisnefski To Serve On The Brookside Board Of Trustees Documents: BARBARA WISNEFSKI - BOARD PACKET 2024.PDF 33. Aaron Strom To Serve On The Local Emergency Planning Committee Documents: AARON STROM - 2024 BOARD PACKET.PDF 34. Carson Wilkinson To Serve On The Local Emergency Planning Committee Documents: CARSON WILKINSON - 2024 BOARD PACKET.PDF 35. Joseph Labatore To Serve On The Traffic Safety Commission Documents: JOE LABATORE - BOARD PACKET 2024.PDF 36. Michael Bastianelli To Serve As Chief Information Officer, Division Of Information

Technology

Documents:

MICHAEL BASTIANELLI - 2024 BOARD PACKET.PDF

37. Cathi McCutchan To Serve On The Commission On Aging And Disability Services Documents:

CATHI MCCUTCHAN - BOARD PACKET 2024.PDF

H. OLD BUSINESS

73. From The Legislative And Finance & Administration Committees - A Resolution In Support Of An Intergovernmental Agreement Pertaining To The Application By The Menominee Indian Tribe Of Wisconsin To The Bureau Of Indian Affairs To Place Approximately 59.19 Acres Located In The City And County Of Kenosha In Trust For The Menominee Indian Tribe Of Wisconsin For The Purpose Of Conducting Class III And Class II Gaming

Documents:

#### 24-1-11 FINAL IGA W RESOLUTION PDF

#### I. NEW BUSINESS

Resolution - One Reading

 From The Judiciary & Law Enforcement Committee - A Resolution To Approve The Probationary Cabaret License - Wilmot Mountain Fox River Road Wilmot Wi 53192 (Town Of Randall)

Documents:

#### PROBATIONARY CABARET LICENSE WILMOT MOUNTAIN.PDF

78. From The Human Services Committee - A Resolution To Approve The Appointment Of Lori Plahmer To Serve As The Director Of Division Of Health Services

Documents:

#### LORI PLAHMER - BOARD PACKET 2023.PDF

79. From The Human Services Committee - A Resolution To Approve The Reappointment Of Eula Payne-Williams To Serve On The Commission Of Aging And Disability Services

Documents:

#### PAYNE WILLIAMS COADS.PDF

80. From The Human Services Committee - A Resolution To Approve The Reappointment Of Jim Schmidt To Serve On The Veterans Service Commission

Documents:

#### SCHMIDT VETS COMMISSION.PDF

81. From The Human Services Committee - A Resolution To Approve The Appointment Of Jennifer Blasi To Serve As The Director Of Veterans Services

Documents:

#### JENNIFER BLASI - BOARD PACKET 2023.PDF

82. From The Public Works & Facilities And Finance & Administration Committees A Resolution Authorizing Sale Of A Highway F Project Remnant

Documents:

## RESOLUTION AUTHORIZING A TRANSFER OF A REMNANT FROM THE CTH F PROJECT.PDF

83. From The Public Works & Facilities And Finance & Administration Committees - A Resolution Authorizing The Acceptance And Expenditure Of Funds From CCM – Sommerville, LLC For The Acquisition Of Right- Of- Way And Highway Improvements At The Intersection Of CTH E And CTH EA

Documents:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM CCM-SOMERVILLE.PDF SOMERVILLE PLAT MAPS.PDF

84. From The Public Works & Facilities And Finance & Administration Committees - A Resolution To Approve The Formation Of A Focus Committee To Provide Input In The Development Of Kenosha County Comprehensive Safety Action Plan

Documents:

RESOLUTION TO APPROVE THE FORMATION OF A FOCUS COMMITTEE FOR THE DEV OF KC COMPREHENSIVE SAFETY ACTION PLAN.PDF

 From The Finance & Administration Committee - A Resolution To Approve Kenosha County's Intent And Agreement To Self-Insure For Workers Compensation

Documents:

RESOLUTION TO APPROVE KENOSHA COUNTYS INTENT AND AGREEMENT TO SELF-INSURE FOR WORKERS COMPENSATION.PDF

 From The Judiciary & Law Enforcement Committee - A Resolution To Adopt The 2023-2028 Kenosha County Hazard Mitigation Plan

Documents:

RESOLUTION TO ADOPT 2023-2028 KENOSHA COUNTY HAZARD MITIGATION PLAN.PDF

The Following Communications Have Been Referred, But Have Not Been Heard By Committee But Will Have A Motion To Suspend The Rules To Approve The Resolutions At This Meeting

54/R87. Communication From Vice Chair Decker - A Resolution Recognizing January 2024 As "Human Trafficking And Modern Slavery Prevention Month"

Documents:

23-11-1 COMMUNICATIONS FORM DECKER HUMAN TRAFFICKING PREVENTION MONTH RESOLUTION.PDF

59/R88. Communication From Vice Chair Decker, Supervisors Nedweski And Rodriguez - A Resolution Recognizing February 2024 As "Black History Month"

Documents:

## 23-TT-T5 COMMUNICATIONS FORW RE DECKER BLACK HISTORY MONTH RESOLUTION.PDF

#### Ordinance - One Reading

 From The Planning, Development & Extension Education Committee An Ordinance Regarding Benedict Shores LLC (Owner), David Banas (Agent), Requests A Rezoning From From A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. To A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist., Town Of Randall

Documents:

#### 01-16-2023 ORD BENEDICT SHORES LLC REZO.PDF

 From The Planning, Development & Extension Education Committee An Ordinance Regarding Christopher And Jennifer Eck Joint Rev. Trust (Owner), Martin And Mary Gust Rev. Trust (Owner), Requesting A Rezoning From A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. To A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist., Town Of Brighton

Documents:

#### 01-16-2023 ORD ECK GUST REZO.PDF

#### J. COMMUNICATIONS

65. Communication From Judiciary And Law Enforcement Committee - A Resolution Approving The Fundraiser For The K-9 Unit

Documents:

#### 2024 CB COMM FORM K-9 FUNDRAISER.DOCX

 Communication From Judiciary And Law Enforcement Committee - A Resolution Approving The 2024 WI OJA Multi-Jurisdiction Drug Task Force Grant – South East Area Drug Operations Group (S.E.A.D.O.G.)

Documents:

#### 2024 CB COMM FORM SEADOG PDF

67. Communication From The Human Services Committee And Finance/Administration Committee - A Resolution To Modify The Division Of Aging, Disability And Behavioral Health Services 2024 Budget For A Grant: "Every Court Is A Treatment Court" Initiative.

Documents:

#### COUNTY BOARD COMMUNICATIONS 01162024 DOCX

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

Documents:

69. Communication From Supervisor Stocker - A Resolution Protecting Children From Materials Containing Adult Content In Taxpayer Funded Libraries In Kenosha County

Documents:

24-1-10 COMMUNICATIONS FORM STOCKER LIBRARIES RESOLUTION.PDF

70. Communication From Supervisor Thomas - A Resolution To Create A Risk Assessment And Management Practices For Kenosha County

Documents:

24-1-10 COMMUNICATIONS FORM THOMAS RISK ASSESSMENT AND MANAGEMENT PRACTICES PDF

71. Communication From Supervisor Gentz - A Resolution Modifying The Racial And Ethnic Equity Commission Of Kenosha County

Documents:

24-1-10 COMMUNICATIONS FORM GENTZ REEC.PDF

 Communication From Supervisor Gentz - A Resolution To Appeal 2022 Policy Resolution 1

Documents:

COMMUNICATIONS FORM GENTZ CCW POLICY REPEAL.PDF

 Communication From Vice Chair Decker - A Resolution Recognizing March 2024 As "National Social Work Month"

Documents:

24-1-10 COMMUNICATIONS FORM DECKER SOCIAL WORKER MONTH.PDF

74. Communication From Vice Chair Decker - A Resolution Requesting The State Legislature Increase The Penalties For Harming Or Killing A Law Enforcement K9

Documents:

24-1-10 COMMUNICATIONS FORM RE DECKER K9 RESOLUTION.PDF

K. CLAIMS

14. Kim Koukal - Property Damage

Documents:

GL-01-24 KOUKAL, KIM.PDF

- L. Approval Of The December 5, 2023 Meeting Minutes By Supervisor Poole
- M. Adjourn

## GUIDELINES FOR "CITIZEN COMMENTS" AT KENOSHA COUNTY BOARD AND COMMITTEE MEETINGS

Please follow the guidelines for participating in Citizen Comments:

- Any person who wishes to address the county board during the "Citizen Comments" portion of the county board meeting must verbally state their name and residential address for the record.
- Citizens that speak during "Citizen Comments" must list their name and residential address on the sign-in sheet on the podium.
- Citizen Comments portion of the meeting will be for 1 hour, which may be adjusted by the County Board Chair at their discretion, if necessary.
- Each speaker is provided one opportunity to speak up to five (5) minutes in length or as announced by the County Board Chair at the beginning of the meeting. <u>Stay within the time limits provided</u>.
- Citizen comments should pertain to county operations.
- Comments should be made to the Board as a whole, and not to address individual Supervisors.
- Do not ask questions of the Board as a whole, or to individual supervisors, this is a time for public comments, not discussion or debate.
- Citizens must be courteous in their language and deportment and must avoid personalized remarks. Refraining from comments that are rude, obscene, or profane, personally attacking, or which demonstrate a lack of respect for others.
- The County Board Chair will not tolerate abusive language or disruptive behavior. The County Board Chair, for abusiveness or disruptive behavior, may terminate an individual's public comments. The County Board Chair has the authority to rule speakers out of order for noncompliance with these guidelines and may call a short recess in disorderly situations.
- Citizens in the audience are not to audibly respond to comments being made or to make demonstrations either in support of or in opposition to a speaker or idea. Refraining from derogatory comments, inappropriate gesturing, or applause.

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

### **ADMINISTRATIVE PROPOSAL**

## **COUNTY EXECUTIVE APPOINTMENT 2024-1**

#### KENOSHA COUNTY BOARD OF HEALTH

#### TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Dr. Harry Laws Silver Lake, WI 53170

to serve a five-year term on the Kenosha County Board of Health beginning immediately upon confirmation of the County Board and continuing until the 4<sup>th</sup> day of February, 2029 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Dr. Laws will replace Dr. Diane Gerlach, whose service to the Board of Health is greatly appreciated.

Dr. Laws will serve without pay.

Respectfully submitted this 21<sup>st</sup> day of December, 2023.

Samantha Kerkman

Kenosha County Executive

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# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

## APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

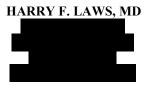
(Please type or print) Information marked with an \* will be redacted before this form is publicly posted. Laws Name: Middle Initial (optional) \*Residence Address: Occupation: Title Company \*Business Address: \*Telephone Number: Residence \*Business (cell) \*Daytime Telephone Number: \*Email Address: Name of the Commission, Committee or Board for which you are applying: Any where medical or Pediatric Experience May add Value <u>Personal Statement:</u> Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet. I have revigue medical, Military & Management experience of can provide to any Committee, as well as decades of experience in Listering to patients, Parents, Leaders \$ Subordinates to Jasulitate Mutually agreeable ->
Aussure to issues. Also have extensing experience ->

Kenosha County Commissions, Committees & Boards Appointment Profile - Page 2
Additional Information: 10 Process Im Provent Which has lulped turner dously in Problem solveny
Nominee's Supervisory District: 22 (Erin Dockers)
Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved. $\leq \rho_0 + s$ of $c$
Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes No If yes, please attach a detailed explanation.
Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation. Silver hake Mauragement District (Theasurer), AFA cademy Ruyby Foundation (Board) Rep Steel's AF Academy Nomivadim Committee, Am. Academy of Pediatrics, Retired AF Colonel (25)
Governmental Services: List services with any governmental unit. Solver Lake Management District (Transurer) CV attacked
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
Date 5 Aug 2023
Please Return To: Kenosha County Executive

1010 – 56th Street Kenosha, WI 53140

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Revised 7-1-2021



#### PROFESSIONAL INTRODUCTION

Since 2013 Dr. Laws has been enjoying clinical practice of pediatrics.

Comfortable with working in 5 different EMRs and with up-to-date credentials in CPR, Dr. Laws has served in multiple primary care outpatient settings as well as in a traditional pediatric practice taking care of outpatients, inpatients and newborns in a Level 1 nursery. The L1 nursery settings have been in a low volume delivery service, but he has attended high risk c-sections and has experience in resuscitation, stabilization and maintaining pulmonary status in premature infants while waiting NICU transport. He is a board certified pediatrician, and although he was grandfathered into the Maintenance of Certification program, voluntarily participated and fulfilled all requirements valid until December 2024.

Now living in Wisconsin, he has a Wisconsin license and DEA number and is working part time with Children's Hospital of Wisconsin's Urgent Care Centers in Milwaukee and Kenosha.

#### RECENT EXPERIENCE

**Current.** 8/2017 – present. <u>Children's Hospital of Wisconsin Urgent Care Centers, Milwaukee</u> and Kenosha. Casual status, working at a minimum of 4 shifts per month in an afterhours urgent care clinic (hours are 9-8 pm weekdays and weekends)

#### PRIOR CAREER EXPERIENCE

**Froedtert South (St Catherine's) Pediatric Clinic.** 8/2017 – 7/2019. Part time helping with a traditional outpatient practice, sharing call and management of outpatient clinic and the occasional newborn and observation inpatients.

**Locum Tenens.** 2/2013 – 7/2017. Has worked many clinical positions participating in routine outpatient, Level 1 newborn nursery and occasional inpatient/observation admissions. Clinical experience with Epic, McKesson, eClinicalWorks, Allscripts, PCC EHR, and GE Centricity. Assignments included Novia Health Care (Batesville, IN), Jane Pauley Clinic (Anderson, IN), Jane Pauley Clinic (Indianapolis, IN), Trafalgar Health Center (IN), Kids Express (Indianapolis), WindRose Health Network (Hope Clinic, County Line Pediatrics, IN), Fox Pediatrics (Oneonta, NY), North Country Pediatrics (Newport VT), Plymouth Pediatrics (Plymouth NH), Two Rivers Pediatrics (Two Rivers WI), Springfield Pediatrics (Springfield VT), and Marshfield Pediatrics (Minocqua WI).

**Principle, Harry F Laws MD LLC.** 2/2013 – 5/2015. Consultant in healthcare management, Health Information Exchanges (HIEs), and post Epic optimization with clients in Indianapolis and other locations throughout Indiana.

Chief Medical Information Officer, Community Health Network. 8/2008 – 2/2013. A new position for the six-hospital Network that served to provide physicians with a voice in the selection, development, and implementation of clinical information systems, such as electronic medical records, that includes computerized provider order entry. Oversaw content development and maintenance of systems that improve patient care, projects that have included Evidence-Based Order Sets, Medication Reconciliation, Serious Event surveillance, Computerized Physician Order Entry, (virtual) Single Patient Record Initiative, Informatics Strategy, and Critical Results Reporting. Maintained the additional title as Clinical Professor of Pediatrics, Indiana University donating 15% of time as a pediatric preceptor for the Community Family Medicine Residency, with hands on clinical experience working with GE Centricity Outpatient and Epic EMR systems.

Community Physicians of Indiana, Chief Medical Officer. 8/2006- 8/2008. A new position for this 200 provider primary care group affiliated with Community Health Network, a 5 hospital network in Indianapolis and Anderson. Responsible for group policies, clinical quality agenda and reporting, and interface with the community on quality measures. Additional title as Clinical Professor of Pediatrics, Indiana University serving as a pediatric preceptor for the Community Family Medicine Residency program and residents.

Women and Children's Hospital of Buffalo, Associate Professor of Clinical Pediatrics, and Chief, Division of General Pediatrics. 8/2004 – 8/2006. Responsible for 12 school based health clinics, 3 outpatient clinics with over 30,000 visits annually, 15 providers, \$3 million budget, resident teaching in ambulatory pediatrics, newborn nursery, the Children's Hospital hospitalist program, and clinical research in general pediatrics. Took an active leadership role in the Children's Hospital's Quality Improvement and Safety programs, presented a grand rounds on QA/QI, and started both Quality Assurance and Improvement plans for the division. Sought out and began [as Primary Investigator] a clinical research trial for otitis media. Served on the practice plan Board, curriculum and recruitment committees. Aggressively sought out improvement opportunities in asthma with a local health plan, as well as immunizations through a Western New York learning collaborative. Innovatively implemented the State immunization registry across a 5 hospital system. Pediatric Resident supervisor and preceptor 40% of the time with a private practice 10%.

**New Castle Pediatrics, Pediatrician** Spring 2004. Part time (.6 FTE) acute care pediatrics with newborn and inpatient responsibilities.

St Vincent Hospital System, Administrator, St Vincent Children's Hospital. 8/2002 – 1/2004. Responsible for transitioning a ward based pediatric service to a Children's Medical Center, to include setting strategy and goals, daily operations and community outreach. Established a very aggressive outreach program to build awareness of this new 55 bed facility to the community and referring physicians across the state of Indiana, highlighting the 17 bed pediatric emergency department and the full spectrum of pediatric sub-specialists that supported it. Repaired and built internal relationships within the hospital, eliminating these barriers to smooth operations. Instituted many programs designed to align pediatric services across a variety of reporting structures resulting in a sense of unity, ownership and pride for the Children's Hospital. Volunteered 10% of time in a private practice clinic.

**Eli Lilly and Company, Senior Clinical Research Physician**. 8/1999-8/2002. Responsible for developing and monitoring global investigative protocols for Strattera [atomoxetine], a drug used for the treatment of attention deficit/hyperactivity disorder. The only physician assigned to assist development in this therapeutic area in Japan and the Far East.

Director, Disease Prevention and Management, 8/1996-8/1999. Responsible for coordination and communication of disease management programs across five therapeutic areas, throughout all the worldwide affiliates, as well as ensuring corporation wide communication with the company's pharmacy benefit management company [PCS]. Represents Eli Lilly at national speaking engagements related to outcome measurements, reporting and disease prevention and management.

Integrated Disease Management, Physician Consultant, 8/1994-8/1995. Responsible for intervention development as well as consultation and analytic activities in support of intervention application for diabetes, depression, infectious disease and peptic ulcer disease states. Assisted medical directors of large HMOs across the United States in obtaining tailored disease management programs for their plans.

**United States Air Force**, **Physician/Corporate Medical Officer**, 6/1969-8/1994. Positions as general pediatrician, Chief of Pediatrics at a teaching hospital, Medical educator, and executive director responsible for acute-care hospital facilities and world-wide Air Force medical policies, managed care and budgeting.

Associate Director, Medical Programs and Resources, AF Surgeon General's Office, 1992-1994

Hospital Commander (CEO), Nellis AFB, Nevada, 1989-1992

Hospital Commander (CEO), Yokota Air Base, Japan, 1987-1989

Chief of Pediatrics, five acute-care hospitals, 1976-1987

- Architect for changing entire medical resource allocation process from 'fee for service' to fully capitated, population-based approach utilizing profitability criteria to support resource distribution.
- Introduced TQM into a 400 person organization by developing an aggressive training plan, forming 42 process action teams and guiding the Quality Council -- hospital labeled #1 of 21 in quality adaptation.
- Realigned traditional hierarchical separation of professional lines of supervision (i.e. doctors over doctors, nurses over nurses, etc) to team-oriented focus on patient-customer and productivity.
- Achieved international recognition for a pediatric residency program suffering from neglect by robusting the training curriculum, initiating a research program, and creating a neonatal fellowship.
- Spearheaded transformation of a dysfunctional Family Practice department plagued by low morale into a model residency program recognized as the "Department of the Year" for two consecutive years.

#### **Summary:**

Board certified pediatrician with over 40 years of experience providing health care in a variety of hospital and clinic settings who is now enjoying providing care where there is urgent need as part time urgent care pediatrician for Children's of Wisconsin.

- Prior to retirement as a Colonel physician in the Air Force, had considerable management exposure as Chief Executive Officer for several medium to large acute-care military facilities.
  - Credentialed pediatric clinician with active medical practice for over 30 years
  - Senior program director for USAF managed care, medical policy and programming
  - Managed pediatric graduate medical education and training programs
  - Supervisory experience in both single and multiple facility systems
  - Planning and budget oversight for a \$2.5B healthcare system
  - Authored and published numerous clinical and health management articles
  - Extensive experience in process improvement, both at the clinic, hospital and enterprise level
- Extensive nationwide and international managed care experience as medical consultant for a premiere disease management firm and director of disease prevention and management for a major global pharmaceutical company.
- Additional Health Economic exposure prior to joining Eli Lilly's clinical research physicians in neuroscience as a senior clinical research physician for atomoxetine (Strattera), a pediatric product for Attention Deficit/Hyperactive Disorder.
- Was the administrator of St Vincent Children's Hospital, a newly established pediatric hospital in Indianapolis, IN while maintaining a one half day a week clinical practice.
- Worked briefly at a rural pediatric practice outside Indianapolis prior to becoming
- Associate Professor of Clinical Pediatrics and Chief, Division of General Pediatrics at Buffalo Women and Children's Hospital, where duties included teaching medical students and residents in both the inpatient and outpatient setting, research, practice and administration.
- Clinical Professor of Pediatrics, Indiana University serving as a pediatric preceptor for the Community Family Medicine Residency program.

#### **CURRICULUM VITAE**

(current a/o Feb 2023)

#### EXPERIENCE AND POSITIONS HELD:

8/2017 – present. <u>Children's Hospital of Wisconsin Urgent Care Centers, Milwaukee and Kenosha</u>. Casual status, working at a minimum of 4 shifts per month in an afterhours urgent care clinic.

	2013 –2017	Independent healthcare consultant and Pediatrician. Locums work in a variety of locations in Indiana, New York, New Hampshire, Vermont and Wisconsin as a general pediatrician doing outpatient, newborn nursery and admissions for short observations
	2008 - 2013	Chief Medical Information Officer, Community Health Network, Indianapolis
IN		, , , , , , , , , , , , , , , , , , , ,
		Clinical Professor of Pediatrics, Indiana University School of Medicine
	2006-2008	Chief Medical Officer, Community Physicians of Indiana, Indianapolis, IN
		Clinical Professor of Pediatrics, Indiana University School of Medicine
	2004-2006	Associate Professor of Clinical Pediatrics, Buffalo Children's Hospital NY
	2004	Pediatrician, New Castle Pediatrics
	2002-2004	Administrator, St Vincent Children's Hospital, Indianapolis, IN.
		Part time private practice, Pediatric Associates of Indianapolis

2000-2002	Senior Clinical Research Physician, atomoxetine team, Eli Lilly & Co.
1999-2000	Medical Advisor, Neuroscience Therapeutic Area, Lilly Research Laboratories
1999	Physician Consultant, Global Health Outcomes Research, Eli Lilly & Co
1995-98	Director, Disease Prevention & Management, Eli Lilly & Co, Indianapolis, IN
1994-95	Physician Consultant, Integrated Disease Management, Indianapolis, IN
1994	Retired from USAF, rank of Colonel, 25 years service
1993-94	Associate Director, Air Force Medical Programs & Resources, Washington, DC
1992-93	Chief of Medical Resources, Office of the AF Surgeon General, Washington,
1989-92	Commander (CEO), 554 Medical Group, Nellis AFB, NV
1987-89	Commander (CEO), 475th Medical Group, Yokota Air Base, Japan
1985-87	Chief of Pediatrics, Clark Regional Medical Center, Clark Air Base,
	Philippines
	Residency Program director 85-87
1984-85	Chief of Pediatrics, USAF Academy Hospital, USAF Academy, CO
1981-84	Pediatrician, USAF Regional Hospital Eglin, Eglin AFB, FL
	Pediatric Teaching Coordinator, Family Practice Residency Program
	Chief of Pediatrics, 1982-84
1978-81	Pediatrician, USAF Hospital Wiesbaden, West Germany
	Chief of Pediatrics, 1980-81
1976-78	Chief of Pediatrics, Ellsworth AFB Hospital, Ellsworth AFB, SD
	Professional Education Coordinator, 1977-78
	Preceptor for Pediatric Nurse Practitioner for 6 months.
1975-76	Chief Resident in Pediatrics, Wilford Hall USAF Medical Center, Lackland
	AFB, San Antonio, TX
	1999-2000 1999 1995-98 1994-95 1994 1993-94 1992-93 1989-92 1987-89 1985-87 1984-85 1981-84

#### EDUCATION AND TRAINING:

High School	Bronson H. S., Bronson, Michigan, Valedictorian, 1964
College	1964-65, Kalamazoo College, Kalamazoo, Michigan
	1965-69, US Air Force Academy, Colorado
	Degree: BS in Chemistry, 4 Jun 1969
Professional	1969-71, U of Hawaii School of Medicine, HI
	1971-73, U of Texas Medical School at San Antonio TX
	Degree: MD, 26 May 1973
Post Graduate	1973-76, Resident in Pediatrics, Wilford Hall USAF

Medical Center, Lackland AFB, TX

1992, Interagency Institute of Healthcare Executives, George Washington

University

1994, Air War College, Maxwell AFB, Alabama

BLS Expires 3/2023 **PALS** Expired 6/29/19 Expired 4/18 NRP

(numbers available upon request) exp 3/31/2023 **DEA** 

### BOARD CERTIFICATION:

State	Texas E1469 18 Aug 73, expired 8/31/02
	South Dakota 2149 13 July 76, inactive
	Florida ME 39818 27 Apr 82, inactive
	Colorado 26381 11 Oct 84, inactive
	New York 233950 13 Sep 04, exp 7/31/16
	Indiana 01043200 27 Oct 94 exp 10/31/17
	Vermont 042.0013318, 2 Dec 15 exp 11/30/2018
	New Hampshire 17708, 7/6/2016, exp 6/30/2018

Wisconsin 66583 – 20, 11/23/16, Active exp 10/31/2023

National National Board of Medical Examiners #133833, 1 Jul 74

Specialty Diplomat, American Board of Pediatrics #021685, 25 Jun 78

Passed Maintenance of Certification, 19 June 2010

MOC Requirements fulfilled until 19 December 2024

**UPIN** I 17710 AAP 116921 NPI (Type I) 1508823592 CAQH 11347804 Medicare M400051165 IN Medicare 201068600 IN Medicaid 200408090 VT Medicaid 1026182 WI Medicaid 100062919

DEA on request

FCVS Federation Identification (FID) number is 207055609

#### Medical Staff

Children's of Wisconsin, Milwaukee

St Catherine's Hospital (WI), 9555 76<sup>th</sup> St, Kenosha WI 53158, 8/17 – 8/19 Springfield Hospital (VT), 25 Ridgewood Rd, Springfield VT 05156, 12/15 – 8/17

Howard Young Medical Center (WI), 240 Maple St, Woodruff, WI 54568 12/16-6/17

Speare Hospital (NH), 16 Hospital Rd, Plymouth NY,  $03264 \ 8/16 - 3/17$  A.O. Fox Hospital, 1 Norton Ave, Oneonta NY 13820, 8/13 - 9/15

Community Hospital East: resigned Feb 2017 due to move

#### PROFESSIONAL ORGANIZATIONS:

Fellow, American Academy of Pediatrics (AAP) 1975-present

Member, Section on Community Pediatrics and Section on Seniors in Pediatrics

Past Member, Uniformed Services Section, AAP

Past Member, Military Chapter East (Charter Member)

Life Member, Association of Military Surgeons of the United States

Member, Interagency Institute of Healthcare Executives Alumni

First Vice President 1993-94

Past Member, American Pediatric Association, 2005 - 2008

Board member, BluePrint Healthcare IT Nov 2011 – 2013

CMIO Executive Committee, RAIN Resources and RAIN groups 2012 - 2013

Senior Member, Health Information and management Systems Society (HIMSS) 2012-2015

Past Board member, MW chapter, HIMSS July 2011 – July 2015

Past Member, American College of Physician Executives 1995-2013

Past Member, Society of Medical Consultants to the Armed Forces, 1992-95

Past Vice President and Program Chairman, Medical Chapter, US Air

Force Academy Association of Graduates, 1984-85

Past President, Shogun Medical Society of Japan 1987-88

#### AWARDS AND HONORS:

2016	Bronson (MI) High School Hall of Fame
2015	USAF Academy Rugby Hall of Fame

TAC "Real Pro" Award for exceptional leadership and accomplishment
 Golden Leadership Award, Humanitarian Center of the Philippines
 PACAF Medical Service Corps Award for Excellence in Leadership

1986-87 Founder and first Editor, "Pacific Newsletter", for the military pediatrician in

the Pacific (extension of the Uniformed Services Chapter West, AAP)

1986,87	Awarded the Regional Medical Center Commander's Gold Certificate of
	Recognition
1986-87	Founder and Conference Coordinator, "Practical Pediatrics in the Pacific",
	Clark Air Base, Philippines
1985-87	First Ride-Safe Ride Coordinator, Military Chapter West, AAP
1983	Founder and first Chairman of the Uniformed Services Committee of
	Pediatricians assigned to Family Practice Training Programs, AAP
1983	"Teacher of the Year" Award, Eglin Family Practice Residency Program
1981	Okaloosa County Special Olympics Hall of Fame

#### CONSULTING ACTIVITIES:

2006-2013	Clinical Professor of Pediatrics, Indiana University, Community Hospital Family
2004-2006	Practice program Associate Professor of Clinical Pediatrics, Buffalo Children's Hospital NY
1996-2002	Adjunct Assistant Professor of Pharmaceutical Sciences, Butler University, IN
1994-97	Clinical Associate Professor of Pediatrics, Indiana University Medical School,
	Indianapolis, IN
1993-94	Clinical Associate Professor of Pediatrics, Uniformed Services University of the
	Health Sciences, Bethesda, MD
1985-89	Consultant to the PACAF Surgeon in Pediatrics
1983-89	Consultant to the Air Force Surgeon General in Pediatrics
1980-83	Abstracting Editor, Journal of Pediatric Surgery
1980-81	USAFE Consultant in Pediatrics to the Air Force Surgeon General

#### PAPERS AND PRESENTATIONS:

"Meaningful Use: a look at Stage 2", panel discussion at 2011 eHI Annual Conference Panel, Jan 2011, Washington DC

"Consumer Engagement", Panel, May 23, 2012, Indiana HIMSS meeting, Indianapolis, IN.

"Medication Reconciliation Made Easy in a Multi-system Environment", poster, Feb 2012, HIMSS annual meeting, Las Vegas: <a href="http://www.himss.org/storiesofsuccess/caseStudies.asp">http://www.himss.org/storiesofsuccess/caseStudies.asp</a>

"Medication Reconciliation: Integrating Data from Disparate Systems", talk at MW HIMSS, 16 Nov 2011, Indianapolis

"Creating Longitudinal Records That Maintain Clinical Narrative and Continuity of Care", talk at MW HIMSS, 15 Nov 2011, Indianapolis

"Electronic Surveillance to Prevent Harm", talk at the Indiana Patient Safety Summit, 18 Aug 2011, Indianapolis

"Newborn Physical Examination", talk to residents, July 2011, Indianapolis

"ARRA and what it means to Auditors" talk delivered to the AAMAS, Dallas, April 2011

"Virtual Single Patient Record" talk delivered at GE PAG-CIO conference, October 2009 Seattle

"IT updates", Grand Rounds, 4/1, 3/26, 7/8, 2009, Indianapolis

"IT careers" talk delivered to Medical Technical LPN curriculum, Sep 2009, Greenwood

"Medicine Meets Business" talk given at Community Health Network, Feb 2009, Indianapolis

"QA/QI: What is it and what are the differences?" Grand Rounds, WCHOB, 10 Jun 2005.

"The pharmaceutical drug development process" Grand Rounds, WCHOB, Feb 2005.

"Using Architecture to Build a Brand" presented at the NACHRI 2003 Facility Design Conference, Chicago, July 2003.

"Atomoxetine, a Non-Dopinergic Intervention for ADHD" [poster PO-16-3] presented at the XII World Congress of Psychiatry, Yokohama, Japan, Aug 2002.

"Validation of the ADHD Rating Scale In Japan" [poster PO-18-1] presented at the XII World Congress of Psychiatry, Yokohama, Japan, Aug 2002.

"Atomoxetine efficacy vs placebo in School Aged Girls with ADHD" [abstract] presented at the AACAP symposium on ADHD, Oct 2001.

"Safety and Efficacy of atmoxetine in Pediatric CYP2D6 Extensive vs Poor Metabolizers", [poster] presented at the American College of Neuropsychopharmacology (ACNP) Oct 10-14, 2001.

"Changes in Family and Social Functioning in Children and Adolescents with ADHD During Treatment with Atomoxetine: A Randomized, Placebo-Controlled Study." [poster and oral presentation] presented at the American Academy of Pediatrics Annual Meeting, San Francisco, Oct, 2001.

"Safety and Efficacy of atmoxetine for ADHD in two double-blind placebo-controlled Trials", [poster] presented at the International Congress of Pediatrics, Beijing, Oct 2001.

"Subjective responses to LY 139603 (atomoxetine) and Methylphenidate", presented at the Biologic Psychiatry Annual Convention, New Orleans, May 2001 and the International Congress of Pediatrics [poster], Beijing, Oct 2001.

"Diagnosis and treatment of Attention Deficit/Hyperactive Disorder in the US", presented at the Edison Club, Shibuya, Tokyo, Japan, July 2000.

"Attention Deficit/Hyperactive Disorder", presented at the Lilly 'Lunch with your Doc' sessions, Eli Lilly and Company, Indianapolis, Sep and Nov 1999, Oct 2001

"The Pharmacy and Disease Management: What role in an Integrated Delivery System", presented at the MHA course, Integrated Healthcare Delivery Systems, offered by IUPUI, January 1999

"Discipline and Childhood Behavior Expectations", presented at the Lilly 'Lunch with your Doc' sessions, Eli Lilly and Company, Indianapolis, Jun and July 1998.

"Designing a Quality Improvement program for depression-a comprehensive approach to management and analysis: the GTE experience", presentations moderated at the Washington Business Group on Health's Annual meeting, Health Agenda 98, Washington DC, Mar 1998.

"Disease Management: The Basics", presented at the Florida Managed Care Symposium, Orlando, FL, Oct 1996, Indianapolis Business Women's Alliance, Feb 1997, Tippicanoe Laboratories, Jan 1997, Butler University Health Economics Course, Mar 1997, U of Indiana School of Medicine graduate pharmacy course, Apr 97.

"The Pharmaceutical Industry and CME", presented at the AMA sponsored Congress on CME, Chicago, IL, Oct 1996.

"Disease Management and Beyond", presented at the DoD Region IX Managed Care Symposium, San Diego CA, Oct 1996.

"Disease Management: The Basics", presented to the Stockton (CA) hospital medical staff, Stockton CA, July 1996

"Networking's Value Equations: Physicians' Perspective", presented at the International Users Forum on Health Information Networks (COMNET), Washington DC, July 1996

"Disease Management Programs: What are they, how do they work, and what do they do to improve compliance?", presented at the Healthcare Compliance Packaging Council Annual Meeting, Philadelphia, Jun 1996.

"Disease Prevention and Management: From Buzzwords to Understanding", presented at the Pharmaceutical and Business Intelligence and Research Group (PBIRB) Annual General Meeting, San Diego, May 1996.

"Disease Prevention and Management", presented at the Indiana Association for Health care Quality, Indianapolis, May 1996.

"Disease Prevention and Management Models and Examples", presented at the Pennsylvania Behavioral Healthcare Conference, Philadelphia, Apr 1996.

"Disease Management in a Managed Care Environment", Presented as part of a panel, Sunrise Symposium, American Academy of Otolaryngology Annual Meeting, New Orleans, Sep 1995.

"Treating Depression via Disease Management: Implications for Changing Patterns of Psychotherapy and Medication", Presented at an International Business Communications conference on New Partnerships in Managing Mental Health Medication, Boston, July 95.

"Outcomes Research and Disease Management: A Revelation or Curse?" Drug Information Association (DIA) annual meeting, Orlando, Jun 1995.

"Disease Management for Depression", Presented at the Joint National Association of Psychiatric Health Systems/American Hospital Association Section for Psychiatric and Substance Abuse Services joint meeting, New Orleans, Jun 95.

"Integrated Disease Management: Strategy & Direction", Presented at the Eli Lilly Global Management Conference, Indianapolis, IN, Dec 94, Jan 95, May 95, Jun 95.

"US Air Force Medical Strategic Resourcing", Presented to AF Medical Personnel Center, March 94, San Antonio TX, Air Combat Command Surgeon's Conference, March 94, Offutt AFB, NE, AF Senior Nurse Executive Meeting, Sheppard AFB, April 94, AF Resource Managers' Symposium, Denver, CO May 94, USAF Health Facilities Office Symposium, San Diego, CA, Jun 94.

"Managed Care: What is it?", Presented to the Uniformed Services Section, American Academy of Pediatrics Annual Meeting, Nov 1993, Washington, DC.

"Managed Care for Air Force Health Promotion Directors", Presented at the 1993 Air Force Health Promotion Coordinators Conference, Sep 1993, Brooks AFB, TX.

"TQM: Putting It All Together", USAF Surgeon General TQM Lecture Series, Nov 1992, Bolling AFB, D.C.

"Implementation of Total Quality Management in an Air Force Hospital", Presented to Hospice Care Clinic, Apr 1991, Las Vegas, NV

"The Future of Pediatrics", Presented, Sunrise Childrens' Hospital, Nov 1990, Las Vegas, NV.

"The Use of Intravenous Gammaglobulin in Dengue Hemorrhagic Fever ÄÄ A Case Report", Abstracted, Uniformed Services Pediatric Seminar, Mar 1989, Honolulu, HI.

"Seroconversion to Tropical Viral Diseases by American Children in the Philippines", Abstracted, Uniformed Services Pediatric Seminar, Mar 1989, Honolulu, HI.

"The Effect of Oral Lactase on Colic in Breast Feeding Infants", Abstracted, Uniformed Services Pediatric Seminar, Mar 1989, Honolulu, HI.

"A Simulated Aircraft Accident Exercise: Casualty Management", Presented at the 1988 Pan Pacific Surgical Association, Japan Chapter Annual Meeting, Tokyo, Japan, 10 Sep 1988, and at the Asian Pacific Conference on Disaster Medicine, My Dome Osaka, Japan, 25 Nov 1988, and the Shogun Medical Society Meeting, Camp Zama, 9 May 89.

"Child Abuse", Presented at the 1987 PACAF Forensic Dentistry Conference, Baguio City, Philippines, 14Ä16 May 1987.

"The Risk of Acquiring Tuberculosis in Children of a US Military Population in the Philippines", Abstracted, Uniformed Services Pediatric Seminar, Mar 1987, Orlando, FL.

"Dengue Fever: A New American Disease?" Abstracted, Uniformed Services Pediatric Seminar, Mar 1987, Orlando FL.

"The Effect of Oral Lactase on Colic in Breast Feeding Infants". Abstracted, Uniformed Services Pediatric Seminar, March 1987, Orlando FL.

"The Prevalence of Parasitism in Pre-School American Dependents in the Philippines". Abstracted, Uniformed Services Pediatric Seminar, March 1987, Orlando FL.

"Parental Satisfaction with the Decision not to Circumcise". Abstracted, Uniformed Services Pediatric Seminar, March 1986, Denver, CO.

"Breastfeeding after Unilateral Mastectomy". Abstracted, Uniformed Services Pediatric Seminar, March 1985, Norfolk VA. <a href="https://pediatrics.aappublications.org/content/64/1/120.2.full">https://pediatrics.aappublications.org/content/64/1/120.2.full</a>

"Neonatal Procedures Training Using a Kitten Model". Abstracted, Uniformed Services Pediatric Seminar, March 1984, Reno NV.

"The Need for Mandatory Pediatric Consultation on Children Under Two Years Admitted to Surgical Services". Abstracted, Uniformed Services Pediatric Seminar, March 1984, Reno, NV.

"Early Discharge from the Newborn Nursery: A Reasonable Alternative". Abstracted, Uniformed Services Pediatric Seminar, March 1984, Reno NV.

" An Evaluation of the Maternal Body as a Heat Source to Maintain the Newborn's Temperature". Presented at the Uniformed Services Pediatric Seminar, Mar 1980, Seattle, and at the XVI International Congress of Pediatrics, Sep 1980, Barcelona, Spain.

"Immunization Tracking in the Military Population". Presented at the Uniformed Services Section, American Academy of Pediatrics Fall Meeting, Oct 1979, San Francisco, CA, and the Uniformed Services Pediatric Seminar, Chicago, 1978.

"Glucose Water Supplementation in the Breastfed Neonate". Presented at the Uniformed Services Section, American Academy of Pediatrics Fall Meeting, Oct 1978, Chicago, IL.

"Sibling Visitation in the Neonatal Period". Presented at the Annual USAFE Medical Meeting, Oct 1978, Garmish, West Germany.

"Effective Utilization of Pediatric Nurse Practitioners Ä Advantages and Disadvantages". Presented at the Uniformed Services Section, American Academy of Pediatrics Fall Meeting, Nov 1977, New York, NY.

"Phrenic Nerve Paralysis & Eventration as an Atypical Presentation of Werdnig-Hoffman Disease". Presented to the Society of Air Force Physicians, American college of Physicians, Air Force Physicians, Spring Meeting, 1974, Las Vegas, NV.

#### PUBLISHED ARTICLES:

Laws, HF. AAP Practice Management Newsletter, Section on Administration and Practice Management, Vol 7(1), Spring 2010. Letter to Editor on Hybrid EMRs

Laws HF, Heil SH, Bickel WK, Higgins ST, Faries DE, Badger G. Subjective responses to LY139603 (atomoxetine) and methylphenidate. *Eur Neuropsychopharmacol* 2001;11(SUPPL. 3):S318.

Laws HF, Heil SH, Bickel WK, Higgins ST, Faries DE. Subjective responses to LY139603 (Atomoxetine) and Methylphenidate [abstract 70]. *Biological Psychiatry*. 2001;49(8S):20S

Yamazaki K, Harder D, Laws, H, Nakane Y, Takeshita K, Naruse H, Kambayashi Y. "Validating the ADHD Rating Scale-IV: Parent Version-Investigator Administered and Scored (ADHD RS:J) in Japan [in press]

Biederman J, Heiligenstein JH, Faries DE, Galil N, Dittmann R, Emslie GJ, Kratochvil CJ, Laws HF, Schuh KJ, "Efficacy of Atomoxetine versus Placebo in School Aged Girls with ADHD", Pediatrics 110(6), 6 December 2002, pp e75

Heil SH, Holmes HW, Bickel, WK, Higgins ST, Badger GJ, Laws HF, and Faries DE "Comparison of the Subjective, Physiological, and Psychomotor Effect of Atomoxetine and Methylphenidate in Light Drug Users" Drug and Alcohol Dependence, July 2002 v67(2): 149-156

Wernicke, J, Allen, AJ, Faries, D, Heiligenstein, JH, Kelsey, D, Kendrick KL, Laws, HF, Michelson, D, "Safety atomoxetine in clinical trials", Biol Psychiatry 2001;49:159S [abst 545].

Allen, AJ, Spencer TJ, Heiligenstein, JH, Faries, DE, Kelsey DK, Laws HF, Wernicke, J, Kendrick KL, Michelson, D, "Safety and Efficacy of atomoxetine for ADHD in two double-blind, placebo-controlled trials", Biol Psychiatry 2001;49:32S [abst 114].

Laws, H. F., Heil, SH, Bickel, WK, Higgins ST, Faries, DE, "Subjective Responses to LY139603 (atomoxetine) and methylphenidate", Biol Psychiatry 2001;49(8Suppl):20S.

Laws, H. F., "A TQM Involvement Plan", Mil Med, 1993, 158(3):152-156.

https://academic.oup.com/milmed/article-abstract/158/3/152/4844225

Laws, H. F., "Managed Care", Pediatrics, (Ltr) 1992, Aug;90(2 Pt 1):278-9.

Laws, H. F., "Effect of Lactase on Infantile Colic", J Pediatr, 1991, Jun;118(6):993-4.

https://www.jpeds.com/article/S0022-3476(05)82228-0/abstract

Laws, H. F., Enriquez, M, "Prevalence of Parasitism in American Children in the Philippines", Mil Med, 1990, Dec; 155:585-7.

Laws, H. F., "Ramstein Air Disaster Experience", in New Aspects of Disaster Medicine, Ohta M., Ukai, T., Yamamoto, Y., Herusu Publishing Co., Tokyo, 1989.

Ascher, DP, Laws, HF, Hayes, CG, "The Use of IV Gamma Globulin in Dengue Shock Syndrome, a Case Report", Southeast Asian J Trop Med Pub Health, 1989, Dec;20(4):549-554.

Laws, H. F., "School Bus Seat Belts?", (Ltr) Pediatrics, 1988, July;82:134-5.

https://pediatrics.aappublications.org/content/82/1/134.1.full

Laws, H. F., "Infant Seat Baby Nest Rebuttal", (Ltr) Mil Med, 1985, 150:141.

Laws, H. F., "Weaning Time", (Ltr) Pediatrics, 1984, 74:1131.

Laws, H. F., "Caloric Deprivation in Breast Milk Jaundice", (Ltr) Pediatrics, 1981, May;67(5):748-50 <a href="https://pediatrics.aappublications.org/content/67/5/748.2.abstract">https://pediatrics.aappublications.org/content/67/5/748.2.abstract</a>

Laws, H. F., "Failure to Thrive", (Ltr) Pediatrics, 1979, 64:120.

https://pediatrics.aappublications.org/content/64/1/120.2.full

Laws, H. F., "Immunizations Data Tracking", (Ltr) Pediatrics, 1978, Nov 62(5):857-8.

Laws, H. F., "Toxicity of Bilirubin in the Neonate", (Ltr) J. Pediatr, 1978, May 92(5):858.

Frimpter, G., Laws, H. F., "Pseudo-cystathionuria: A Note of Caution about Chromatographic Diagnosis", (Ltr) J. Pediatr, 1974, Jun; 84(2):925. <a href="https://www.jpeds.com/article/S0022-3476(74)80820-6/fulltext">https://www.jpeds.com/article/S0022-3476(74)80820-6/fulltext</a>

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

### **ADMINISTRATIVE PROPOSAL**

## **COUNTY EXECUTIVE APPOINTMENT 2024-2**

#### KENOSHA COUNTY BOARD OF HEALTH

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Pursuant to Resolution #92, passed by the Honorable Kenosha County Board of Supervisors on December 2, 2008, Julia E. Robinson currently sits on the Board of Health as the nominee of Honorable John M. Antaramian, City of Kenosha.

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

Julia E. Robinson Kenosha, WI 53144

to serve a five-year term on the Kenosha County Board of Health beginning immediately upon confirmation by the County Board and continuing until the 4<sup>th</sup> day of February, 2029, or until a successor is nominated by the Mayor, appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

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

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman

Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

## APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

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

Name: Julia	E	Robi	nson	
First	Middle Ir	nitial (optional)	Last	
*Residence Address				
Occupation: Julia's I	Kenosha Fitness	Owner		
	Company	7	Γitle	
*Business Address:				
*Telephone Number	: Residence 2	*Busi	iness5	
*Daytime Telephone	Number:			
*Email Address:				
Name of the Commis	ssion, Committee o	r Board for which you	u are applying:	
Board of Health				

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

I have been an active member of the Board of Health over the past years, eventually serving as Vice President and now President of the Board. As an Alderman in the city for 10 years I am familiar with both how the city/county function and also how citizens need to have representatives they can contact.

I have worked to further access to public health services for citizens throughout the county and also have worked to inform the public of the wide variety of services that the Department of Public Health offers to our citizens.

I have a background in several aspects of physical, mental, and dental health and so bring a variety of experiences to discussions.

Kenosha County Commissions, Committees & Appointment Profile - Page 2	Boards
Additional Information: Please find resume attached	
Nominee's Supervisory District: 5	
Special Interests: Indicate organizations or acti but may not have been actively involved.	vities in which you have a special interest
Do you or have you done business with any par past 5 years? Yes No V If yes, p	t of Kenosha County Government in the please attach a detailed explanation.
Affiliations: List affiliations in all service group charitable groups, labor, business or professional board or staff affiliation.	
Kenosha Civil Service Commission (present member Chair, 2013-2014), Kenosha County Board of Health Force (Chair), Neighborhood Housing Services (Boa	(2017 - present); Homeless Shelter Task
Governmental Services: List services with any	governmental unit.
Kenosha County Board of Health (2017 - present) C 2013-2014), Kenosha Civil Service Commission (pre Alderman, City of Kenosha 1998-2008	City of Kenosha Ethics Board (Vice Chair, esent member)
Conflict Of Interest: It would be inappropriate to appointee, to have a member of your immediate that may come under the inquiry or advice of the committee. A committee member declared in committee. A committee to any motion where "direct involvement" had be embarrassment to you and/or Kenosha County.	family directly involved with any action appointed board, commission, or onflict would be prohibited from voting
Sig	Pullu & Policion nature of Nominee
10/3	20/2023
Dat	e
Please Return To: Kenosha County Executiv	e

1010 – 56th Street Kenosha, WI 53140

#### Julia E. Robinson

### Volunteer Work

#### Kenosha County Board of Health

2017- present (1 term as Vice President, currently serving as President)

City of Kenosha Civil Service Commission (2023- present)

City of Kenosha Ethics Board, Vice Chair 2013- 2014

#### **Employment**

#### Self-Employed, Julia's Kenosha Fitness

- Create individualized exercise/rehab programs
- Conduct individual, couple, and group exercise/rehab sessions
- Contracted by United Hospital System to provide training for employees and graduates of their cardiac rehabilitation programs

#### Dental Assistant/Marketing Coordinator, Library Park Dental

- Performed all dental assisting (assisted dentist, sterilization, x-rays, patient education)
- Wrote OSHA compliant handbook and conducted safety training
- · Wrote copy for the website optimizing search engine rankings
- Developed marketing strategies

#### **Gymnastics Coach, Scamps Gymnastics**

- Taught recreational and team classes for boys and girls ages 2-18.
- Coached National and Junior Olympic Development Team members and numerous State, Regional and National Champions, resulting in being chosen Wisconsin Coach of the Year for Boys Gymnastics, 2008
- Increased retention and numbers of boys within the program

#### **Private Tutor and Homeschool Teacher**

- Evaluated and selected curriculum for students, grades Kindergarten 12th grade
- · Planned and taught lessons and graded assignments
- Taught ACT Prep course for groups, with special emphasis on the writing portion
- Consulted with families to assist in curriculum choices and planning
- · Advocated for students needing IEPs and attended school meetings

#### Alderman, City of Kenosha

- Directed 5 successful campaigns for public office resulting in 10 years of service
- Chaired and served on Public Safety & Welfare, License & Permits, Finance, Parks committees
- Chaired Homeless Shelter Task Force
- Selected by Pew Grant/Eagleton Institute in 2000 as one of America's Young Politicians to Watch
- Served as Deputy Mayor/Council President for 2 years
- · Created budgets and provided legislative leadership for the city

#### Clinical Director, Living Hope/Alexian Brothers Medical Center

- Supervised therapists in inpatient, day hospital and outpatient settings
- Evaluated patients and conducted individual, group, and family therapy
- Coordinated treatment between insurance providers and hospital/staff

#### Social Worker, Hines Veterans Administration Hospital

- Conducted individual, group, and family therapy with homeless, chronically mentally ill substance abusing veterans.
- Provided discharge planning and assisted in finding employment and housing

#### Visiting Instructor, Sociology Department, Wheaton College

 Taught Introduction to Social Work, Small Groups, Human Sexuality, Courtship and Marriage courses

#### Social Worker (Internship), Hines Veterans Administration Hospital

- Conducted group therapy in psychiatric ward
- · Conducted individual counseling with chronically mentally and medically ill
- Provided discharge planning in both inpatient psychiatric and TBI/spinal cord rehabilitation wards

#### Counselor for Women and Children (Internship), Family Shelter Service

- · Facilitated children's support group
- Counseled women and children with domestic violence, divorce, substance abuse, and sexual abuse issues
- · Assessed and referred clients who were calling a hotline

#### Writing Center Tutor, Writing Center, Wheaton College

- Selected by English Professor to establish a writing center along with one other student
- Provided tutoring for students needing assistance with papers

#### **Education**

#### Master's of Social Work

Jane Addams College of Social Work, University of Illinois at Chicago

Bachelor's of Arts - Psychology Wheaton College, Wheaton, Illinois

**Sexual Dysfunction Therapist Certificate** 

Illinois Domestic Violence Certificate

#### **Accreditations**

- ISSA Certified Personal Trainer
- USAG Safety Certified Gymnastics Coach
- CPR for Healthcare Providers
- Licensed Clinical Social Worker (lapsed)
- Emergency Medical Technician (lapsed)

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

### ADMINISTRATIVE PROPOSAL

## **COUNTY EXECUTIVE APPOINTMENT 2024-3**

#### KENOSHA COUNTY BOARD OF HEALTH

#### TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Kayla Hove Burlington, WI 53105

to serve a five-year term on the Kenosha County Board of Health beginning immediately upon confirmation of the County Board and continuing until the 4<sup>th</sup> day of February, 2029 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Ms. Hove will serve without pay. Ms. Hove will be succeeding Dr. James Foster.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman

Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

# <u>APPOINTMENT PROFILE</u> KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

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

Name:First	Middle Initial (optional)	Last
*Residence Address	:	
Occupation:	Company	Title
*Business Address:	Company	Title
*Telephone Number	:: Residence	*Business
*Daytime Telephone	e Number:	
*Email Address:		
Name of the Commi	ssion, Committee or Board for wh	ich you are applying:

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

Kenosha County Cor Appointment Profile	nmissions, Committee - Page 2	s & Boards
Additional Information	on:	
Nominee's Superviso	ory District:	
Special Interests: Income but may not have been		activities in which you have a special interest
Do you or have you opast 5 years? Yes	•	y part of Kenosha County Government in the ves, please attach a detailed explanation.
	oor, business or profess	groups, public service organizations, social or sional organization, and indicate if it was a
Governmental Servic	ees: List services with	any governmental unit.
appointee, to have a rethat may come under committee. A comm on any motion where	member of your immed the inquiry or advice ittee member declared	iate for you, as a current or prospective diate family directly involved with any action of the appointed board, commission, or in conflict would be prohibited from voting had been declared and may result in nty.
		Signature of Nominee
		Signature of Nominee
		Date
Please Return To:	Kenosha County Exe 1010 – 56th Street	ecutive

Kenosha, WI 53140

# Kayla Hove RN, BSN

# CLINICAL NURSE EDUCATOR, INTERIM INFECTION PREVENTIONIST

#### **Objective**

Patient focused, empathetic registered nurse whose passion is ensuring the health and safety of others using extensive knowledge, experience, compassion, and a strong work ethic.

#### Education

In-Progress: Estimated Graduation

Spring of 2025

Chamberlain University College of Nursing

**MS- Nursing** 

Dean's List

Graduated
December 2022

Chamberlain University College of Nursing BS- Nursing

20 Holomig

Presidential Honors

Graduated April 2016

Gateway Technical College

Associate Degree of Applied Science-Nursing

## Honors and awards

Relevant awards, honors, and academic distinguishments.

May 2023 Froedtert South Riley McDavid Scholarship

Awarded based on numerous academic accomplishments,

extra-curricular activities, and leadership.

March 2023 Sigma Theta Tau International Honor Society of Nursing

494 Phi Pi Chapter

Inducted in March 2023 for academic excellence.

December 2022 Bachelor of Science in Nursing- Presidential Honors

Graduated Summa Cum Laude for maintaining a 4.0 during

the entirety of Bachelor of Science Degree.

## Certifications and Licenses

Expires: 02/29/24 Wisconsin Registered Nurse License # 228153

In-Progress National Child Passenger Safety Certification

Expires: 07/31/25 Basic Life Support (BLS) Provider

Expires: 06/30/2024 Advanced Cardiovascular Life Support (ACLS) Provider

Expires: 10/31/2024 Pediatric Advanced Life Support (PALS) Provider

Certified 03/20/2023 National Institute of Health Stroke Scale Examination

### Professional Work Experience

02/2023-Present Froedtert South Registered Nurse

Clinical Educator; Interim Infection Preventionist

04/2021-02/2023 Froedtert South Registered Nurse

Clinical Informatics Specialist

09/2020-Present Gateway Technical College School of Health Registered

Nurse

Nursing Lab Assistant

08/2020-04/2021 Advocate Aurora Health Registered Nurse

Surgical Services

08/2018-08/2020 Froedtert South Registered Nurse

Cardiovascular/Cardiothoracic Surgical Heart Team

04/2016-08/2018 Froedtert South Registered Nurse

**Emergency Department** 

09/2011-04/2016 United Hospital System ED Tech/Student Nurse Intern

**Emergency Department** 

01/2011-10/2015 Town of Salem Fire/Rescue

Volunteer Firefighter, Paid-on-Call Emergency Medical

Technician

Kayla Hove | Resume 2

### Computer skills

Email

Microsoft Outlook

**Applications** 

Microsoft Word, Excel, PowerPoint

WebEx, Tiger Connect, Skype, Epic Information Systems

**Devices** 

Desktops, Laptops, Headsets, Projectors, Printers, Fax, Copy,

**Phones** 

Informatics

Uploading/downloading files and documents, activating hyperlinks, create desktop icons, use available help functions, sort files, create folders and sub-folders, assure protection of electronic patient health information, Using anti-

virus protection software

#### References

Employer/Peer

Available upon request.

Kayla Hove | Resume 3

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

# ADMINISTRATIVE PROPOSAL COUNTY EXECUTIVE APPOINTMENT 2024-4

#### KENOSHA COUNTY BOARD OF HEALTH

#### TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Kenny Harper Kenosha, WI 53142

to serve on the Kenosha County Board of Health, beginning immediately upon confirmation of the County Board and continuing until the 4<sup>th</sup> day of February, 2029, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Kenny Harper will serve without pay.

Kenny Harper will be succeeding himself.

Respectfully submitted this 21st day of January 2023.

Samantha Kerkman

Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

# APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

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

Name: KENN	Y	HARPER			
		Middle Initial (option	nal)	Last	
*Residence A	Address:				
Occupation:	HARPER TAX &	FINANCIAL LITERACY GROUP	OWNER		
66 M		mpany	Title		
*Business Ad	ldress:				
*Telephone N	Number: Re	sidence	*Business		
*Daytime Tel	lephone Nun	nber:			
*Email Addre	ess:	the state of the s			
Name of the	Commission	Committee or Board for	which you are	applying:	
Board of Public	c Health				

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

My passion for Financial Literacy coinsides with the mission of Public Health

Kenosha County Cor Appointment Profile	mmissions, Committees - Page 2	& Boards	
Additional Informati	on:		
Special Interests: Inc	ory District: DISTRICT 12 dicate organizations or en actively involved.	PRINCED TO SEE SERVICES II	you have a special interest
		now of Vanacha C	ounty Government in the
past 5 years? Yes			ounty Government in the letailed explanation.
Affiliations: List aff charitable groups, lab board or staff affiliat URBAN LEAGUE OF F	oor, business or profess ion.	roups, public servi- ional organization,	ce organizations, social or and indicate if it was a
Governmental Service	bes: List services with	any governmental t	mit.
appointee, to have a st that may come under committee. A comm on any motion where	the inquiry or advice of	iate family directly f the appointed boa in conflict would b ad been declared a	involved with any action ard, commission, or e prohibited from voting
		Signature of Nom	inee
		11/28/2023 Date	
Please Return To:	Kenosha County Exe 1010 – 56th Street Kenosha, WI 53140		

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

# ADMINISTRATIVE PROPOSAL COUNTY EXECUTIVE APPOINTMENT 2024-5

#### **BROOKSIDE BOARD OF TRUSTEES**

#### TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Barbara A. Wisnefski Kenosha, WI 53144

to serve a three-year term on the Brookside Board of Trustees beginning immediately upon confirmation of the County Board and continuing until the 1<sup>st</sup> day of January, 2027 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Ms. Wisnefski will serve without pay but will receive a per diem.

Ms. Wisnefski will be succeeding herself.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman

Kenosha County Executive

amula Kerkingu

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

### <u>APPOINTMENT PROFILE</u> KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

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

Name: First	Middle Initial (option	onal) Last
*Residence Address:		
Occupation:		
C	Company	Title
*Business Address:		
*Telephone Number: R	Residence	*Business
*Daytime Telephone N	umber:	<u></u>
*Email Address:		
Name of the Commission	on, Committee or Board fo	or which you are applying:

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

Kenosha County Con Appointment Profile	nmissions, Committees - Page 2	& Boards
Additional Information	<u>on</u> :	
Nominee's Superviso	ry District:	
Special Interests: Ind but may not have been	_	activities in which you have a special interest
Do you or have you do past 5 years? Yes		part of Kenosha County Government in the es, please attach a detailed explanation.
	or, business or profess:	roups, public service organizations, social or ional organization, and indicate if it was a
Governmental Service	es: List services with a	any governmental unit.
appointee, to have a rethat may come under committee. A commit on any motion where	nember of your immed the inquiry or advice o ttee member declared	ate for you, as a current or prospective iate family directly involved with any action f the appointed board, commission, or in conflict would be prohibited from voting and been declared and may result in ity.
		Signature of Nominee
		Dut
		Date
Please Return To:	Kenosha County Exec 1010 – 56th Street Kenosha, WI 53140	cutive

## BARBARA A. WISNEFSKI

Kenosha, WI 53144

I desire to work with others to build an adequate, quality long-term care workforce in Wisconsin.

#### **EDUCATION**

University of Wisconsin-Parkside, Kenosha, WI

BA, Sociology & Interdisciplinary Studies, emphasis in Gerontology, Magna Cum Laude, May 1999.

Wisconsin Gerontology Institute, University of Wisconsin-Parkside.

Gerontology Certificate Program, June 1998. Practicum: Hospice Volunteer

#### **WORK EXPERIENCE**

Kenosha County Aging & Disability Resource Center, Division of Aging Services, Kenosha, WI

#### **Long Term Care Workforce Project Coordinator**

1999 - 2011

Contracted employee of Goodwill Industries of Southeast Wisconsin

- Coordinate the efforts of the Kenosha County Division of Aging to improve the retention, recognition and recruitment of the long-term care workforce.
- Provide staff assistance to the Kenosha County Long Term Care Workforce Alliance
- Help stakeholders in identifying structural issues contributing to worker shortages and methods of addressing them.
- Assist long-term care employers to develop and carry out opportunities for increasing the retention of current workers and increasing the pool of qualified applicants
- Disseminate information on recognition and recruitment to employers and the general public.
- Improve the public perception of the importance, commitment and satisfactions of workers delivering hands-on long-term services to the elderly and disabled in Kenosha County
- Organize in-service training for Kenosha County direct care workers and supervisory staff.
- Oversees the collection of data needed to evaluate outcomes of projects and submit end of year reports to Goodwill Industries, as well as, write outcome reports for grants.
- Develop and maintain strong relationships between the project and the Kenosha County Job Center, Gateway Technical College and the Kenosha Unified School-to-Work program

#### Owner / Manager

Home HairCare Services 1977- June, 2002

- Provide cosmetology services at St. Joseph's Nursing Home, Kenosha, WI.
- Hired and trained personnel, prepared employee payroll and records
- Interacted with residents, families and coordinated services with nursing home staff

#### French Doll Beauty Salon

1965 - 1977

- Managing cosmetologist in beauty salon of 10 20 employees
- Supervised marketing & public relations
- Evaluated small business goals & trends.

### **PROFESSIONAL ACTIVITIES**

	Conference Presenter/Speaker	2000 - 2011
	National Conference, Healthcare in the Heartland , Milwaukee WI.,	
	Several state-wide aging and disabilities conferences in	
	Madison, Eau Claire, Wisconsin Dells, Tomah, Racine, Milwaukee,	
	University of Wisconsin-Parkside Gerontology Conference, Kenosha, WI	
	Member of Nursing Assistant Advisory Board	
	Gateway Technical College	1999 - 2011
>	Member of Gerontology Program Steering Committee	
	University of Parkside	2000 - 2011
>	Member of WIA grant Advisory Board	
	Southeast WI DWD and Gateway	2003 - 2004
	Member of Commission on Aging, Kenosha County	1996 - 2000

## REFERENCES AVAILABLE UPON REQUEST

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

## **ADMINISTRATIVE PROPOSAL**

# **COUNTY EXECUTIVE APPOINTMENT 2024-6**

#### KENOSHA COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

#### TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Aaron Strom Somers, WI 53171

to serve a three-year term on the Kenosha County Local Emergency Planning Committee (Group 2 – Fire Services) beginning upon confirmation of the County Board and continuing until the 1<sup>st</sup> day of February, 2027, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Strom will serve without pay. Mr. Strom will be succeeding himself.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman

Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

# APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

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

Name: Aaron	T	Strom	
First	Middle Initial (opt	ional) Last	
*Residence Addres	s:		
Occupation: Village	e of Somers Fire & REscue	Captain of Training	
	Company	Title	
*Business Address:			
*Telephone Number	er: Residence	*Business	
*Daytime Telephor	ne Number:		
*Email Address:			
Name of the Comn	nission, Committee or Board	for which you are applying:	
LEPC			

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

Have served on the LEPC for the last few years an served as the LEPC chair for the year of 2023.

Additional Information	<u>on</u> :	
Nominee's Superviso	ry District: Brian	Thomas 5th District
Special Interests: Ind but may not have bee		vities in which you have a special interest
Do you or have you do past 5 years? Yes		t of Kenosha County Government in the please attach a detailed explanation.
Affiliations: List afficharitable groups, lab board or staff affiliati	or, business or professiona	ps, public service organizations, social or al organization, and indicate if it was a
Kenosha County Hazm	nat Team (Coordinator)	
Governmental Service	es: List services with any	governmental unit.
	X	
appointee, to have a rethat may come under committee. A common any motion where	member of your immediate the inquiry or advice of th ittee member declared in c	for you, as a current or prospective family directly involved with any action are appointed board, commission, or conflict would be prohibited from voting been declared and may result in
	Si	grature of Nominee
		1/03/2023 ate
Please Return To:	Kenosha County Execut 1010 – 56th Street Kenosha, WI 53140	ive

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

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

## **ADMINISTRATIVE PROPOSAL**

# **COUNTY EXECUTIVE APPOINTMENT 2024-7**

#### KENOSHA COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

#### TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Carson Wilkinson Kenosha, WI 53144

to serve a three-year term on the Kenosha County Local Emergency Planning Committee beginning immediately upon the confirmation of the County Board and continuing until the 1st day of February, 2027 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Wilkinson will serve without pay. Mr. Wilkinson will be succeeding himself.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman

Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

### <u>APPOINTMENT PROFILE</u> KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

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

Name:				
	First	Middle Initial (optional)	Last	
*Residence A	ddress:			
Occupation:				
-	(	Company	Title	
*Business Ad	dress:			
*Telephone Number: Residence *Business				
*Daytime Tel	ephone N	Jumber:		
*Email Addre	ess:			
Name of the C	Commissi	on, Committee or Board for wh	nich you are applying:	

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

Kenosha County Con Appointment Profile	nmissions, Committees - Page 2	& Boards
Additional Information	<u>on</u> :	
Nominee's Superviso	ry District:	
Special Interests: Ind but may not have been	_	activities in which you have a special interest
Do you or have you do past 5 years? Yes		part of Kenosha County Government in the es, please attach a detailed explanation.
	or, business or profess:	roups, public service organizations, social or ional organization, and indicate if it was a
Governmental Service	es: List services with a	any governmental unit.
appointee, to have a rethat may come under committee. A commit on any motion where	nember of your immed the inquiry or advice o ttee member declared	ate for you, as a current or prospective iate family directly involved with any action f the appointed board, commission, or in conflict would be prohibited from voting and been declared and may result in ity.
		Signature of Nominee
		Dut
		Date
Please Return To:	Kenosha County Exec 1010 – 56th Street Kenosha, WI 53140	cutive

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

# ADMINISTRATIVE PROPOSAL COUNTY EXECUTIVE APPOINTMENT 2024-8

#### KENOSHA COUNTY TRAFFIC SAFETY COMMISSION

#### TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Inspector Joe Labatore Kenosha Police Department 1000 55<sup>th</sup> Street Kenosha, WI 53140

to serve on the Kenosha County Traffic Safety Commission beginning immediately upon confirmation of the County Board and continuing until the 1<sup>st</sup> day of February, 2027 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Inspector Labatore will serve without pay. Deputy Chief Labatore will be succeeding Deputy Chief Thomas Hansche.

Respectfully submitted this 21st day of December, 2023.

Samantha Kerkman

Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

# APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

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

Name: Joseph	David	Labatore	
Firs	t Middle Initial (opti	onal) Last	
*Residence Addres	ss:		
Occupation: City o	f Kenosha Police Department	Deputy Chief (effective Feb 1st, 2024	1)
	Company	Title	
*Business Address	:		
*Telephone Numb	er: Residence	*Business	
*Daytime Telepho	ne Number:		
*Email Address:			
Name of the Comm	nission, Committee or Board fo	or which you are applying:	
Traffic Safety Comm	iission		

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

I believe being a part of this committee allows the Kenosha Police Department the ability to review traffic accident data so we can make any recommendations for any changes at intersections and on roadways, which may assit in decreasing the amount, and severity of traffic accidents in the City of Kenosha.

I am looking forward to learn from the many knowledgeable and informed members of this committee so the Kenosha Police Department can continue to provide the citizens of Kenosha a high level of service and enable them have the safest roadways as possible.

Kenosha County Commissions, Committees & Boards Appointment Profile - Page 2 Additional Information: I am currently in the role of Inspector of Police and have been since 2022. Although I have placed "Deputy Chief" in the title poriton of this application, I will officially be appointed to Deputy Chief of Police on Feb 1st, 2024. Nominee's Supervisory District: 15 Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved. Do you or have you done business with any part of Kenosha County Government in the No 🖊 past 5 years? Yes If yes, please attach a detailed explanation. Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation. member of the Kenosha County Local Emergency Planning Committee Governmental Services: List services with any governmental unit. Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County. Joseph Labatore Signature of Nominee

12/14/2023

Date

Please Return To: Kenosha County Executive

1010 – 56th Street Kenosha, WI 53140 OFFICE OF THE COUNTY EXECUTIVE Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

## **ADMINISTRATIVE PROPOSAL**

## **COUNTY EXECUTIVE APPOINTMENT 2024-9**

# APPOINTMENT OF THE KENOSHA COUNTY CHIEF INFORMATION OFFICER

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Mr. Michael Bastianelli 1000 55<sup>th</sup> Street Kenosha, Wisconsin 53140

to serve as the Kenosha County Chief Information Officer.

Mr. Bastianelli began his career with Kenosha County in 2001 as a contracted PC Technician. In 2008, he was hired into the County position of Systems Analyst & Coordinator and in 2013 promoted to his current position of Application Services Manager. Mr. Bastianelli holds a Bachelor of Arts degree in Computer Science with a Minor in Business Administration and a Project Management Professional (PMP) Certification.

Mr. Bastianelli will be replacing Sean Smith. Mr. Bastianelli will assume the duties of Chief Information Officer effective Tuesday, Jan. 2, 2024, and his appointment will become effective upon confirmation by the Kenosha County Board of Supervisors. He will earn \$123,000 annually.

Respectfully submitted this 28th day of December, 2023.

Samantha Kerkman

Kenosha County Executive



#### BOARD OF SUPERVISORS

RESOLUTION	NO.	

•	QUEST TO APPROVE THE APP IEF INFORMATION OFFICER	POINTMENT OF MICHAE	L BASTIANELLI AS
Original X	Corrected	2nd Correction □	Resubmitted <b>D</b>
Date Submitte	d: December 27, 2023	Date Resubmitted:	
Submitted By: Committee	Finance and Administration		
Fiscal Note A	ttached	Legal Note Attached	
Prepared By:	Clara-lin Tappa, Director Division of Human Resources	Signature:	
WHEREAS, WHEREAS,	pursuant to County Executive appointed Michael Bastianelli t appointment; and  Mr. Bastianelli began his care Technician. In 2008, he was I Coordinator and in 2013 prom Manager. Mr. Bastianelli holds a Minor in Business Administration; and  the Finance and Administrations Supervisors has reviewed the reabove-named to serve as the County Board the approval of the	er with Kenosha County in 2 hired into the County position noted to his current position is a Bachelor of Arts degree in ration and a Project Management of Committee of the Kenosquest of the County Executive thief Information Officer and	2001 as a contracted PC of Systems Analyst & of Application Services a Computer Science with ment Professional (PMP)

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Michael Bastianelli as the Chief Information Officer at an annual salary of \$123,000. Mr. Bastianelli's appointment shall be made effective Tuesday, January 2, 2024.

Resolution – County Executive : Officer Page 2	Appointment 2023, Michael Bastia	anelli as	Chief	Informatio	on
Approved by:					
	FINANCE/ADMINISTRATION COMMITTEE	<u>Aye</u>	<u>No</u>	Abstain	Excused
	Terry Rose, Chairman				
	Dave Geertsen, Vice Chair				
	John Poole				
	Erin Decker				
	Tim Stocker				
	John Franco				
		П	П	П	П

William Grady

# Michael A. Bastianelli

#### SKILLS

- Results-driven leader with a proven track record of leading high-performing teams
- Strong fiscal management skills adept with formulating and managing complex capital, operational, and project budgets
- Knowledgeable of cyber security best practices, with a specific emphasis on safeguarding critical applications and data assets
- Experienced with mitigating legal and security risks by crafting and overseeing policies to ensure compliance with regulations such as HIPAA, CJIS, and PCI
- Expert vendor management skills with a specialized focus on contract negotiation and enterprise license management
- Grounded in the best practices and methodologies of Project Management, enabling efficient project delivery and successful outcomes
- Strong customer service based in ITIL with a focus on Change Management and Incident Management
- Knowledgeable with programming languages C++, HTML, .NET, DAX, XML, Java, and SQL

#### **EMPLOYMENT**

#### County of Kenosha, Kenosha, WI

2013-Present

Application Services Manager

- Led a dynamic team of developers and system administrators that maintained and expanded the organization's enterprise application portfolio
- Defined and implemented robust internal process controls, enhancing the security, stability, and quality of supported software applications
- Conducted disaster recovery workshops and defined business continuity requirements, ensuring resilience in critical systems
- Modernized the organization's application portfolio by successfully migrating several services from onpremises to cloud-based solutions, achieving improved scalability, mitigating risks, and optimizing resources
- · Partnered with the CIO to develop the annual IT budget, aligning resources with strategic objectives
- Transformed Kenosha County's financial management and reporting capabilities through a multi-year ERP upgrade, contributing to a AAA Bond Rating
- Successfully deployed a cloud-based HCM and payroll system, enabling a fully digital open enrollment benefits process, self-service capabilities for employees, paperless payroll processing, online job applications, and full compliance with new regulations, including the Affordable Care Act
- Improved quality of health care for the community through the implementation of new cloud-based
   Electronic Medical Records systems, meeting the unique needs of public health, detentions, and senior care providers, immediately improving business processes through digital transformation and improved data quality and analytics
- Introduced and enhanced a new tax and land management suite to efficiently handle delinquent property taxes, resulting in streamlined interdepartmental workflows, time savings, and a significant reduction in outstanding delinquent taxes countywide
- Spearheaded the digital transformation of millions of paper document to electronic storage, enabling workflow capabilities, and improved accessibility
- Enhanced customer access to community resources at our Aging and Disability Resource Center through the implementation of an innovative online application leveraging new technology
- Supported economic growth of the local community by leveraging the latest ESRI mapping tools to provide improved access to Kenosha County GIS data, catering to realtors, title companies, land surveyors, and other stakeholders with enhanced functionality, intuitive user interfaces, and mobile-friendly capabilities
- Conducted thorough business analysis across multiple departments, authored and published RFPs, and skillfully negotiated contracts with deliverable-based payment milestones
- · Created strategic plans matching IT activities to business needs as part of the IT Leadership team
- Played a pivotal role in drafting county-wide policies to align with and meet compliance requirements, including HIPAA, CJIS, and PCI

Information Technology Project Coordinator

- Successfully managed a diverse range of IT projects spanning various sizes and complexity
- Demonstrated in-depth knowledge of state and local government processes, ensuring seamless alignment of technology initiatives with organizational goals
- Leveraged strong communication and interpersonal skills to foster collaboration and build productive relationships with stakeholders, team members, and implementation partners
- Utilized industry best practices in project management, following the PMBOK Guide rigorously, ensuring projects were executed efficiently and effectively

#### State of Wisconsin, Milwaukee, WI

2009-2010

Information Technology Liaison

- Coordinated IT-related objectives during the creation of a new services bureau in Milwaukee County
- Developed and documented new processes, procedures, and training material
- Designed and executed workshops to educate employees on new help desk services
- Set up and administered various services such as Call Center Anywhere, Microsoft SharePoint, and Microsoft Active Directory, while also troubleshooting hardware, software, network, and phone issues spanning multiple locations

#### County of Kenosha, Kenosha, WI

2008-2009

System Analyst & Coordinator

- Developed and maintained multiple web applications for both internal and external use, accessing data from Microsoft SQL servers and IBM System i
- Extracted property and tax data for various departments and municipalities through SQL queries
- Conducted system administration tasks, including data backup, hardware setup, and performance monitoring, on the IBM System i platform

#### TEKsystems, Kenosha, WI

2001-2008

PC Technician - Kenosha County

- Updated and maintained a network of over 1,000 computers, ensuring their optimal performance
- Delivered exceptional customer service by promptly addressing technical issues, delivering effective solutions, and maintaining open and regular communications to ensure customer satisfaction
- Conducted testing, evaluation, and documentation of new hardware and software to maximize the efficiency and reliability of desktop workstations, laptops, and printers
- Facilitated the preparation and deployment of new PCs and orchestrated the seamless movement of PCs

#### **EDUCATION & CERTIFICATIONS**

#### Lakeland University, Sheboygan, WI

2006-2008

Major: Computer Science, Minor: Business Administration

Bachelor of Arts - Honors: Magna cum Laude

#### Gateway Technical College, Kenosha, WI

2000-2006

Major: Computer Science

Associate degrees: CIS Micro-Computer Specialist (2005) and CIS Computer Programmer/Analysis (2006)

# Bradford High School, Kenosha, WI Project Management Professional (PMP)

1996-1999

### Information Technology Infrastructure Library (ITIL) Foundation

2024

2011

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

## **ADMINISTRATIVE PROPOSAL**

### **COUNTY EXECUTIVE APPOINTMENT 2024-10**

#### KENOSHA COUNTY COMMISSION ON AGING AND DISABILITY SERVICES

#### TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Cathi McCutchan Kenosha, WI

to serve on the Kenosha County Commission on Aging and Disability Services beginning immediately upon confirmation by the County Board and continuing until the 31st day of December 2026 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

This is a new appointment. Ms. McCutchan will serve without pay.

Respectfully submitted this 11th day of January 2024.

Samantha Kerkman

Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

# APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

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

Name: Cathi	McCutchan		
First	Middle Ini	tial (optional)	Last
*Residence Address:	a est.		ray don fayra a said
Occupation:			
Cor	npany		Title
*Business Address:	4,3 TVB .	and the state of t	
*Telephone Number: Res	idence [	*	Business
*Daytime Telephone Num	nber:	in the second se	
*Email Address:		e jak kiji kitak kito ki	han baran da karan d Karan da karan da ka
Name of the Commission,	Committee or	Board for which	n you are applying:
Commission on Aging and D	isability Service	5 44, 144, 15 <b>8</b> ,41 - 17 5	er er grenne er

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

My qualifications for advocating for people with disabilities is fourfold: as the parent of young adults with disabilities; as a caregiver navigating county, state and federal social service programs; as a former professional working in the mental health field; and as a part-time caregiver for my mother-in-law during her course through moderate to terminal dementia. As a consumer/caregiver I have gone through the process from initial requests for assistance through formal complaint processes. I'm keenly aware of some of the obstacles facing people with disabilities and seniors. I have been active in legislative advocacy in general since 1990 and disability advocacy specifically since 2014. I appreciate opportunities to collaborate on complex issues to address obstacles and suggest improvements as part of creative problem-solving and resource sharing. I enjoy researching and writing. I am passionate about learning from people with disabilities and removing barriers wherever possible.

Kenosha County Commissions, Committees & Boards Appointment Profile - Page 2
Additional Information:  Nominated by Brian Hopkins
Nominee's Supervisory District: 2
Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.
Down Syndrome Assn of WI (DSAW); IRIS Advocacy
Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes No V If yes, please attach a detailed explanation.
<u>Affiliations</u> : 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.
Parent member of Western Kenosha County Special Olympics; Former member of the American Dance Therapy Association (ADTA); Parent member of KUSD Transformation Plan Strategic Planning Committee (2012) and KUSD Math Curriculum Committee (2014); YWCA representative on interdisciplinary, intra-agency Homeless Coalition in Portland, ME (2002)
Governmental Services: List services with any governmental unit.
Worked as Administrative Analyst at University of California, Los Angeles (1988-1997); supporting Chief of Staff, logistics for UC Board of Regents meetings and special projects
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
and the state of the
12/13/2023
Date
Please Return To: Kenosha County Executive 1010 – 56th Street

Kenosha, WI 53140

### Cathi McCutchan Kenosha, WI 53143

**EDUCATION:** 

Bachelor of Arts University of Michigan

Ann Arbor, MI (Major: English Literature, Minor: Psychology & Dance)

Master of Arts University of California, Los Angeles

LA, CA (Dance/Movement Therapy, Mental Health Counseling)

#### TRAINING AND ADVOCACY:

WI BPDD Wisconsin Board for People with Developmental Disabilities; Completion of

Partners in Policymaking Program in 2014

WATG GAC Parent member of Governmental Affairs Committee of the Wisconsin

Association for Talented & Gifted; advocacy focus on 2e students (Gifted with Disabilities)

starting in Fall 2021

WPEN WI Public Education Network Webinar series, Public School Legal Issues, Fall 2023

#### **WORK EXPERIENCE:**

Mental Health Counselor/Dance Movement Therapist (Individual, Couples, Family, Group counseling)

- Lutheran Social Services; Homme Youth and Family Programs, Serenity Program Residential Treatment Center for Adolescent Girls in Stoughton, WI and LSS/New England program for Adults with Developmental Disabilities in Portland, ME
- Hancock Center for Creative Arts Therapies; In-School Grant program focusing on at-risk students and proactive strategies to prevent bullying; Participate in IEP meetings; Madison, WI
- Vista Del Mar Child & Family Services; Day School & Residential Treatment Center for Children;
   Los Angeles, CA
- YWCA; Substance Abuse Counseling and Case Management at Women's Homeless Shelter & Community Services; Portland, ME
- Family Intervention Counseling Services; Family and Substance Abuse Counseling, Lewiston, ME

#### Research Assistant

- Hancock Center for Creative Arts Therapies; assisting Rena Kornblum in development, research and
  initial drafts of her published book, "Disarming the Playground: Violence Prevention Through Movement
  and Pro-Social Skills" (book development 1997-1999; publication date 2002)
- Elsevier Publishing; Freelance Editor, "News and Notes" section in *The Arts in Psychotherapy: An International Journal* (2001-2016)

#### Executive Assistant & Logistics

- UCLA, Office of the Chancellor; Executive Assistant to the Chief of Staff; Special Events Coordinator; Chancellor's Liaison to Emergency Planning Committee; Director of the Administrative Resource Center, Los Angeles, CA
- RMT, Inc. Environmental Engineering; Office of the President and Special Assistant to Marketing Director
- Raising Readers Early Childhood Literacy grant program, MaineHealth; Portland, ME

#### Professional/Parenting experience with the following disability areas

ABA, Autism, Communication disorders and AAC, Dementia, Diabetes, Down syndrome, Dual Diagnoses, Executive Functioning deficits, Food Allergies, Learning disorders, Mood disorders, Personality disorders, PTSD, Substance Abuse



## KENOSHA COUNTY

#### **BOARD OF SUPERVISORS**

Resolution No.	

A Resolution in Support of an Intergovernmental Agreement Pertaining to the Application by the Menominee Indian Tribe of Wisconsin to the Bureau of Indian Affairs to Place Approximately 59.19 Acres Located in the City and County of Kenosha in Trust for the Menominee Indian Tribe of Wisconsin for the Purpose of Conducting Class III and Class II Gaming					
Original [x] Revised []	2nd Correction [ ]	Resubmitted [ ]			
Date Submitted: 11/09/23	Date Resubmitted:				
Submitted by: Finance and Legislative Commi	ittees	-			
Fiscal Note Attached [ ]	Legal Note Attached [ ] Ag	greement			
Prepared by: Joseph Cardamone, Corporation Co	ounsel Signature:				

WHEREAS, the Menominee Indian Tribe of Wisconsin intends to apply to the Federal Bureau of Indian Affairs to have approximately 59.19 Acres of Land located in the City and County of Kenosha placed into Trust for the Menominee Indian Tribe of Wisconsin for the Purpose of Conducting Class III and Class II Gaming, and whereas, the Tribe and the Authority have sought the County's support for placing this land into trust; and

WHEREAS, the Tribe is authorized to conduct Gaming in the State of Wisconsin under the terms of the Wisconsin Gaming Compact of 1992, as amended; and

WHEREAS, the Tribe, through its Authority, may only conduct Gaming at the Kenosha Facility if it is placed into Federal Trust through application and approval by the Federal Bureau of Indian Affairs (the B.I.A.); and

WHEREAS, as part of the application process, the impact [including loss of tax revenues as well as financial contributions in support of local government] of the establishment of such a gaming operation on the surrounding community must be addressed along with efforts to address such impacts; and

WHEREAS, the Menominee Indian Tribe of Wisconsin, the Menominee Indian Gaming Authority, which was created by the Tribe for the purpose of operating such gaming operation, and the County of Kenosha have negotiated and proposed the attached Intergovernmental Agreement that supports placing the above

described lands into trust for the Menominee Indian Tribe for the purposes stated and in accordance with the development proposed by the Tribe which further addresses the impact of such a gaming operation and development on the surrounding community including any loss in tax revenues due to such lands being placed into trust as well as financial support for local government operations as authorized by Federal law and which agreement would further state the rights and obligations of the parties to the agreement; and

WHEREAS, the Support Payments are offered by the Tribe and Authority in recognition of the demand for the complete range of municipal services offered by the County, the new improvements to the infrastructure necessitated by the expanded activity in the vicinity of the Kenosha Facility, the accelerated maintenance and depreciation of community-wide infrastructure from such expanded activity, the mitigation of the cost of economic, social and other impacts arising out of gaming activities and the revenues lost from the loss of taxable development on the Kenosha Facility; and

WHEREAS, the attached Intergovernmental Agreement includes a proposed agreement by and between the County of Kenosha and the Tribe and Authority relative to the imposition of a Tribal Sales Tax on certain sales on Indian trust lands that would otherwise be exempt from the State and County sales tax; and

WHEREAS, revenues received by the County pursuant to this agreement would be utilized by the County to fund general infrastructure projects that would benefit both the Tribe and County;

NOW THEREFORE BE IT RESOLVED that the Kenosha County Board of Supervisors approves of the execution of the Intergovernmental Agreement between the Menominee Indian Tribe of Wisconsin, the Menominee Indian Gaming Authority and the County of Kenosha, including the agreement by and between the County of Kenosha and the Tribe and Authority relative to the imposition of a Tribal Sales Tax and further that it supports the application of the Menominee Indian Tribe of Wisconsin to place approximately 59.19 Acres of Land Located in the City and County of Kenosha, Wisconsin into Trust for the Menominee Indian Tribe of Wisconsin for the Purpose of Conducting Class III and Class II Gaming,; and

BE IT FURTHER RESOLVED that the County Clerk is directed to send a certified copy of this Resolution to the Bureau of Indian Affairs, Tribe and Authority and the Governor of the State of Wisconsin.

# Respectfully Submitted by:

Brian Thomas, Chair	Aye	<u>Nay</u> □	Abstain	Excused
John Poole, Vice-Chair				⊀
Amanda Nedweski	'⊠			
Jeff Wamboldt	×			
Andy Berg	<b>#</b>			
Daniel Gaschke		×		
Marica M. Yuhas Monica Yuhas	П	ø		

Finance/Administration Committee						
Terry Rose, Chair	Aye	Nay	<u>Abstain</u> □	Excused		
Dave Geertsen, Vice-Chair	4					
John Pools	X	Ō				
Exin Dockor Erin Decker			П	П		
Tim Stocker						
John Franco	300	8		Ō		
William Grady	ONG					

#### INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this [DATE] day of [MONTH], 20243 in Kenosha, Wisconsin, by and between the MENOMINEE INDIAN TRIBE OF WISCONSIN (the "Tribe"), a federally recognized Indian tribe, whose reservation is located within the State of Wisconsin, the MENOMINEE KENOSHA GAMING AUTHORITY (the "Authority"), a tribal gaming business chartered on September 16, 1999 by the Tribe, the COUNTY OF KENOSHA (the "County"), a quasi - municipal corporation in the State of Wisconsin, where the Tribe proposes to acquire lands located within the County to be held in trust by the United States Government ("Proposed Trust Land") for the purpose of conducting gaming thereon pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. Sections 2701 et seq. (the "IGRA").

WHEREAS, the Tribe and the State of Wisconsin (the "State") have entered into that certain Menominee Indian Tribe of Wisconsin and State of Wisconsin Gaming Compact of 1992 (the "Compact"); and

WHEREAS, the Tribe and the State have entered into amendments to the Compact ("Compact Amendments") that have, among other things, extended the original term of the Compact;

WHEREAS, the Compact Amendments provide for the payment of monies by the Tribe to the State; and

WHEREAS, the Compact Amendments include a Memorandum of Understanding regarding government-to-government matters, in which the Governor of Wisconsin (the "Governor") agreed to undertake his best efforts within the scope of his authority to assure that the payments made to the State under the Compact Amendments will be expended upon, among other things, economic development initiatives in regions around tribal casinos and promotion of tourism within the State; and

WHEREAS, the Tribe has identified certain lands which are fully described in the legal description attached as Exhibit A hereto ("Proposed Trust Land" or "Trust Land") and incorporated herein and are further delineated in the map attached as Exhibit B and incorporated herein within the County that it proposes to purchase, and on which it intends to conduct Class III gaming, as well as Class II gaming at a future date, as defined in the IGRA, at a facility for such purposes (the "Kenosha Facility"); and

WHEREAS, the Tribe intends to apply to the United States Department of Interior (the "Department") to place the Proposed Trust Land described in Exhibits A and B into Federal Trust pursuant to 25 U.S.C. § 5108 and use these lands for gaming purposes pursuant to 25 U.S.C. § 2719(b) (the "Federal Trust Application"); and

WHEREAS, the approval of the Secretary of the Interior (the "Secretary") of the Federal Trust Application requires the consent of the Governor, pursuant to 25 U.S.C. § 2719(b)(1), and includes consultation with local governments concerning the effects of removing the subject property from the tax rolls and the impact the Kenosha Facility will have on the County; and

WHEREAS, the support of local government is important to the development of a cooperative intergovernmental relationship vital to the ongoing development the Tribe and the Authority propose; and

WHEREAS, the County has the obligation to protect the health, welfare, and economic vitality of the community it represents, including by ensuring that social, economic, and environmental impacts of development projects are properly mitigated and the increased demands on County resources are sufficiently funded; and

WHEREAS, IGRA permits the use of tribal gaming revenues to support the operations of local government and for charitable organizations under 25 U.S.C. § 2710(b)(2); and

WHEREAS, the Tribe and the Authority recognize that upon acquisition of the

Proposed Trust Land into Federal Trust, the County will suffer the permanent loss of revenue from taxes that would otherwise apply to the property and any activities taking place thereon, which will negatively impact all taxpayers in the County; and

WHEREAS, the Tribe and the Authority recognize that the acquisition in Federal Trust of the Proposed Trust Land and the conduct of gaming under IGRA will have the following impacts: the County will be deprived of tax revenues, there will be an increase in demand for County services; there will be additional burdens on the County infrastructure; there will be economic, social and other impacts stemming from the effect of gaming activities; and the County will be deprived of revenues from future development on the Proposed Trust Land; and

WHEREAS, the County requires additional financial resources to provide for the increased demand for a complete range of municipal services which has been requested by the Tribe and the Authority in order to facilitate the conduct of Class II and Class III gaming at the Kenosha Facility as provided in Section I (A), to provide new improvements to infrastructure necessitated by the expanded activity in the vicinity of the Kenosha Facility, to provide for the accelerated maintenance and depreciation of community-wide infrastructure resulting from such expanded activity, to mitigate the cost of economic, social and other impacts arising out of gaming activities and to mitigate the revenues lost from the loss of taxable development on the Federal Trust Land; and

WHEREAS, in accordance with IGRA and Section 66.0301 of the Wisconsin Statutes, the Tribe, acting through the Authority, has agreed to make certain payments to the County in recognition of the demand for the complete range of municipal services, the new improvements to the infrastructure necessitated by the expanded activity in the vicinity of the Kenosha Facility, the accelerated maintenance and depreciation of community-wide infrastructure from such expanded activity, the mitigation of the cost of economic, social, and other impacts arising out of gaming activities and the revenues lost from the loss of taxable development on the Proposed Trust Land; and

WHEREAS, the County has entered into this Agreement in reliance on the Authority's charter, enacted September 16, 1999 (the "Charter") (including, but not limited to, Section 10 of the Charter); and

WHEREAS, in order to respect and accommodate orderly and appropriate development on the Proposed Trust Land at the Kenosha Facility, the Tribe acknowledges its obligations to abide by State building and other codes as provided in Section XIV.C. of the Compact and the Tribe and the Authority have adopted certain ordinances enumerated in Exhibit C;

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tribe, the Authority, and the County agree as follows:

#### SECTION 1. Commitments of the County

- A. <u>Provide Services</u>. The County shall provide to the Kenosha Facility such services as are usually and customarily provided by the County to other commercial enterprises, including, but not limited to law enforcement, street and highway maintenance and plowing, social services, public safety dispatch services. Nothing in this Agreement commits the County to providing services to the Property currently provided by the City of Kenosha.
- **B.** Support Federal Trust Application. In consideration for the benefits accruing to the County under this Agreement, and only as specifically set forth herein, the County, upon request of the Tribe, agrees to support the Federal Trust Application, by resolution of its governing body and by letter from its Chief Executive Officers, consistent with this Agreement.
- C. <u>Support Compact Amendments</u>. In consideration for the benefits accruing to the County under this Agreement, and only as specifically set forth herein, the County, upon request of the Tribe, agrees to support, by resolution of its governing body and by letter from its Chief Executive Officers, the Tribe's efforts to secure those amendments to the Compact which are necessary to effectuate the operation of the Kenosha Facility, consistent with this Agreement.

- D. Exclusive Class III Gaming. The County shall not endorse, by resolution of its governing body or by letter from its Chief Executive Officers, the establishment of any other Class III or casino-style gaming facility, for so long as the Tribe and the Authority conducts Class III gaming at the Kenosha Facility. Additionally, in the event casino-style gaming is legalized in Wisconsin, the County, to the extent authorized by law, shall not license or permit any establishment to conduct Class III or casino-style gaming unless by agreement of the parties to this Agreement. Nothing in this Section 1.D. shall prohibit the County from continuing to license establishments whose primary business is to sell alcohol beverages that may also conduct casino-style gaming.
- E. <u>No County Enactments to Impair Agreement</u>. The County shall not enact any ordinance that impairs the obligations of this Agreement without the written consent of the Tribe or the Authority.
- F. <u>County Support Contingent on Validity of Agreement</u>. The County's support for the Federal Trust Application is contingent on the determinations set forth in Section 21. Submission of Agreement to the Secretary of the Interior and the National Indian Gaming Commission. In the event that the Secretary of the Interior or the National Indian Gaming Commission (NIGC) withhold an approval required under federal law or determines that the any provision of this Agreement violates IGRA or is otherwise impermissible under any federal, state, or tribal law, or refuses to confirm its validity under such authorities, the Parties agree that the County shall not support the Federal Trust Application and in the absence of the mitigation provided herein, the County has concluded that the Trust Acquisition and the Kenosha Facility will be detrimental to the surrounding community.

#### SECTION 2. Commitments of the Tribe and the Authority

A. <u>Payments to Support Local Government Operations</u>. In exchange for the commitments of the County under Section 1 of this Agreement, the Authority shall make the following payments as hereinafter provided to the County.

1) Net Win Payment. For purposes of Section 2.A., "Net Win" means the total amount wagered on gaming less the amounts paid out as prizes (including the cost of non-cash prizes), which shall mean any personal property distributed to a Kenosha Facility patron as a result of a specific legitimate wager at the Kenosha Facility.

Commencing with the establishment of the Federal Trust Land, the Authority shall pay to the County one (1) percent of Net Win for each period of time beginning on January 1 through and including December 31 (a "Calendar Year"). Commencing Calendar Year Nine, the Authority shall increase the payment stated above by 0.33 percent of Net Win so that the payment would be 1.33% of Net Win.

The Triggering Event for the purposes of this subsection shall be:

During Calendar Year Twenty and at each succeeding ten (10) year interval thereafter, the parties to this Agreement shall meet and discuss whether Payments should be increased. Such a meeting of the parties to this Agreement shall occur on or before March 1 of Calendar Year Twenty and at each succeeding ten (10) year interval thereafter.

Payments to be made by the Authority to the County under this Section 2(A)(I) shall be made in quarterly installments, with such quarters designated as January through March; April through June; July through September; and October through December, respectively, of each Calendar Year. Such quarterly payments shall be made within thirty (30) days following the last day of the quarter for which payment is due.

2) Minimum Payment. In order to ensure that the Authority makes a payment to the County adequate to support the operations of local government, a minimum annual payment shall be paid to the County in any Calendar Year when the payments under Section 2.A.l. of this Agreement are less than the payments described in Section 2.A.2. of this Agreement.

A minimum annual payment of \$50,000 dollars shall be due and payable to the County in Calendar Years One and Two. If the acquisition of the Proposed Trust Land in

Federal Trust occurs after January 1 of Calendar Year One, such minimum annual payment shall be prorated, with such minimum annual payment equaling a minimum annual payment of \$50,000 dollars multiplied by a fraction, the numerator of which shall be the total number of days beginning with the date of the acquisition of the Proposed Trust Land in Federal Trust plus the number of days remaining in Calendar Year One, and the denominator of which is Three Hundred Sixty-Five.

Beginning with Calendar Year Three, and continuing through and including Calendar Year Eight, a minimum payment of \$500,000 dollars shall be due.

Beginning with Calendar Year Nine and continuing thereafter, a minimum annual payment shall be due of \$1,000,000 dollars, adjusted by multiplying such payment by a fraction, the numerator of which shall be the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the Bureau of Labor Statistics of the U.S. Department of Labor ("DOL"), 1982-1984 Base equals One Hundred ("CPI-U"), published for January of the Calendar Year in which such adjustment is made, and the denominator of which is the CPI-U published for the month of January for Calendar Year Nine.

Should DOL discontinue the publication of the CPI-U, or publish the same less frequently, or alter the same in some other manner as to make it unworkable under this Section 2.A.2., the parties to this Agreement shall agree on and shall adopt a substitute index or procedure which reasonably reflects and monitors consumer prices.

3) When Minimum Payment Due and Payable. After the close of each Calendar Year, the Authority shall determine the sum of quarterly payments of Net Win made or to be made to the County under Section 2.A.l. for that Calendar Year and compare such sum to the minimum annual payment under Section 2.A.2. for that Calendar Year.

If the sum of the quarterly payments of Net Win under Section 2.A.l. exceeds the minimum annual payment under Section 2.A.2., no minimum annual payment shall be

made under this Section 2.A.3. If the sum of the quarterly payments of Net Win under Section 2.A.1. are less than the minimum annual payment under Section 2.A.2. for that Calendar Year, the difference between such minimum annual payment under Section 2.A.2. and Net Win payments under Section 2.A.1. shall be paid to the County within forty-five (45) days of the end of that Calendar Year.

An illustrative example of when such minimum annual payment is due appears in Exhibit D.

4) Audit/Certification. For the convenience of the parties to this Agreement and to facilitate the implementation of Section 2 of this Agreement, the Tribe and the Authority agree that the fiscal year of the Authority for the Kenosha Facility shall be a Calendar Year.

Prior to the close of each Calendar Year, the Authority shall engage a firm of independent Certified Public Accountants ("CPA Firm") that maintains a gaming-related contractor certificate or temporary gaming-related contractor certificate issued by the Wisconsin Department of Administration, to audit the books and records of the Authority's operations at the Kenosha Facility. The Authority shall provide an audit that shall include separate calculations of Net Win for each type of game conducted at the Kenosha Facility. The audit shall show the reserve account balance provided in Section 2.A.10. of this Agreement. The audit shall be conducted in accordance with the most recent version of The American Institute of Certified Public Accountants Casino Auditing Guide.

The audit contemplated under this Section 2.A.4. shall be completed within one hundred twenty (120) days of the close of a Calendar Year. Within thirty (30) days of the completion of the audit, the Authority shall forward copies of the audit and any opinions and/or verifications/certifications of the CPA Firm described herein to the County. In the event that such audit and such opinions and/or verifications/certifications described herein are not submitted to the County within one hundred eighty (180) days of the close

of a Calendar Year, the County may, at the expense of the Authority, perform the audit. In the event that such audit is initiated, the Authority shall fully cooperate, including providing access to all books and records of the Tribe's gaming operations to the CPA Firm retained by the County.

If the audit shows that the prior quarterly payments to the County under Section 2.A.l. of this Agreement were less than the quarterly payments that should have been paid to the County under the audit as a result of a revised Net Win figure, the Authority shall, within 60 days after receipt of the audit, make a separate payment to the County of the difference between such amounts. If the audit shows that the Authority paid more in prior quarterly payments under Section 2.A.l. of this Agreement than the revised Net Win figure reflected in the audit, the Authority shall provide an invoice showing the difference between such amounts to the County for payment by the County.

- 5) Payment of Property Taxes. Property taxes due on any real estate or personal property are assessed against the owner of such property based on ownership existing on January 1 of any Calendar Year (the "Determination Date"). In the event that a sale of the Kenosha Facility to the Tribe or the Authority does not occur on the Determination Date, the Tribe and the Authority agree to collect from the seller of the Kenosha Facility property taxes (real and personal) due for the period beginning on the Determination Date to and including the date of closing of such sale, and forward to the County such monies collected within fifteen (15) days after the closing of such sale.
- 6) Payment for Specific Purposes. In Calendar Years 9 through 12, the Authority shall annually pay to the County \$650,000 annually. The County shall use these funds for debt service related to the construction of a new human services building
- 7) Responsible Gaming. In any Calendar Year that the Tribe and the Authority conduct gaming in Kenosha and for which the County has appropriated funds specifically for the assessment and treatment of problem gamblers, the Authority shall pay to the County, as a match, an amount equal to the County's appropriation. The

Authority's commitment under this subsection (7) is limited to a total payment to the County of Seventy-Five Thousand Dollars (\$75,000). Payment shall be made within ninety (90) days of the date of appropriation, or ninety (90) days after commencement of gaming, whichever is later. If any funds appropriated by County or provided by the Authority under this subsection (7) are intentionally used for any purpose other than the assessment and treatment of problem gamblers without the express prior written consent of the Authority, the County shall pay to the Authority an amount equal to three (3) times the amount of the infraction. The Authority shall have no duty to match any appropriation of the County in any year where one hundred fifty thousand (\$150,000) dollars or more of payments from the Authority are carried over from the previous fiscal year(s).

8) Where Payments to be Made. The Authority shall make all payments due under Section 2(A) of this Agreement to the County of Kenosha, *Attention*:

County Treasurer, Administration Building 1010 56th Street Kenosha, WI 53140-3738

- 9) Interest on Late Payments. Interest on any late payment due under Section 2(A) of this Agreement shall accrue at the rate of one and one- half (1.5%) percent per month on the unpaid balance due until paid in full. Any partial payments of the unpaid balance due shall first be applied to accrued interest with the remainder, if any, next applied to the unpaid balance.
- 10) Authority to Maintain Reserve. The Authority shall maintain as a reserve account a sum of money equal to the minimum annual payment under Section 2.A.2. for the current Calendar Year.
- B. <u>Charitable Contributions</u>. The Authority shall establish a charitable contributions policy to govern donations by the Authority and/or the Tribe to charities in the County. Within ninety (90) days after the Federal Trust Land is established, the Authority will

create a committee to draft and implement such a policy, with consultation from citizens who reside in the County sought by the Authority from time to time. Pursuant to this charitable contributions policy the Authority, within the first 12 Calendar Years, shall pay a minimum of \$850,000 to charitable organizations addressing the cultural and charitable needs in the County of Kenosha. The Parties agree that any payment to such charitable organizations made by an entity contracted to manage the Kenosha Facility shall be deemed a payment by the Authority for the purposes of this provision.

C. Responsible Gaming Program. The Tribe and the Authority recognize that problem gambling has a disruptive effect on affected individuals, families, and the community. In order to combat such problem gambling in Kenosha County, the Authority will create and implement a detailed, responsible gaming policy within ninety (90) days after the Proposed Trust Land is acquired in trust. In creating such a policy, the Authority will review the policies of other casino operators throughout the United States and seek the advice of the Wisconsin Council on Problem Gambling and the Kenosha County Department of Health & Human Services. The Authority's responsible gaming policy will include: (a) provision of financial support for the Wisconsin Council on Problem Gambling and other problem gambling organizations that provide problem gambling services in Kenosha County; (b) development of brochures, pamphlets, videos, and other materials for the purpose of promoting responsible gambling, including establishment of a help line at the Kenosha Facility; (c) cooperation with local area media to promote awareness of problem gambling; (d) institution of self-limitation policies; (e) institution of self-exclusion policies; (f) institution of exclusion policies; (g) training for all employees on the issue of problem gambling, including education of employees of the nature of problem gambling, how to recognize such behavior and resources available to help problem gamblers; (h) sponsorship and support for problem gambling conferences and workshops; (i) prohibition of underage gambling, including identification of gambling customers display and advertisement of legal age to gamble, heightening awareness of customer responsibility when bringing children to the Kenosha Facility and working with educational

institutions and other local organizations to raise awareness of problem gambling; and (j) prohibition on gambling by employees of the Kenosha Facility.

D. County Official Employment Prohibition. The Tribe and the Authority shall not employe the County Executive, a County Board Supervisor, or the Chief of Staff, who occupy those positions on the date this Agreement is executed, while in office or while employed by the County in any of the aforementioned capacities or for two years following the completion of the person's term of office or termination of County employment.

**D.E.** Law Enforcement. The Tribe and the Authority acknowledge that Public Law 280, 67 Stat. 588 ("PL 280") applies to the Kenosha Facility. PL 280 grants jurisdiction over criminal and certain civil matters to the State of Wisconsin. The State of Wisconsin has delegated some of this jurisdiction to the County. The Tribe and the Authority recognize and acknowledge the jurisdiction of the County over criminal offenses that occur on the Federal Trust Land. The Tribe and the Authority acknowledge that each has adopted those ordinances referenced in Section 2(I) of this Agreement and agree to enforce all such ordinances adopted pursuant to this Agreement.

Prevention, Plumbing, and Sanitation. According to Section XIV(C) of the Compact, the public health and safety standards for public buildings, electrical wiring, fire prevention, plumbing and sanitation set forth in the Wisconsin Statutes Chapter 101 and Wisconsin Administrative Code Chapters, including but not limited to, chs. SPS 314 (Fire Prevention); 316 (Electrical); 328 (Smoke Detectors and Carbon Monoxide Detectors); 366 (Existing Buildings); 377 (Theaters and Assembly Halls); and 381-387 (Plumbing), including any amendments thereto, shall be directly applicable to the Kenosha Facility, except that the terms of the Compact and this Agreement shall provide exclusive remedies for non-compliance with such standards. At the time of closing of any financing that the Tribe or the Authority undertakes for purposes of purchasing or developing the Kenosha Facility, the Authority shall pay to the County all building permit fees as would be applicable to such a development on fee simple lands.

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- F.G. Inspections. According to Section XIV(B) of the Compact, the Tribe and the Authority shall engage a state certified inspector to conduct inspections of the Kenosha Facility on a periodic, but not less than annual, basis. The Tribe and the Authority shall promptly repair or correct any and all instances of non-compliance with the requirements of Sections 2.G. and 2.I. of this Agreement. The Tribe and the Authority shall submit the inspector's report to the Wisconsin Department of Administration, with a copy to the County, within thirty (30) days of receipt and include any corrective action to be implemented.
- G.H. Tribe and Authority to Adopt Certain Ordinances. The Tribe and the Authority have adopted certain ordinances, which are substantially similar to those of the County, as are enumerated in Exhibit C.
- H.I. No Tribal or Authority Enactments to Impair Agreement. As provided in Section XXXVI.A.2 of the Compact, the Tribe and the Authority shall enact no law nor shall any Tribal or Authority official or employee act in any manner to impair the obligations of this Agreement without the written consents of the County.
- Maintenance of Charter of Authority. The Tribe and the Authority agree not to amend or change any provision of the Charter of the Authority without the consent of the County. This Agreement is made in reliance on Section XXXVI.A.3 of the Compact and Section 10 of the Charter of the Authority.
- J.K. Air/Water Quality. The Tribe and the Authority may have authority and rights under federal, state, or tribal law to enact or promulgate regulations or standards concerning air quality, water quality, or any other environmental regulations or standards which may exist by virtue of the Tribe's authority over the Federal Trust Land. The Tribe and the Authority may enact or promulgate any air quality, water quality or any other environmental regulations or standards on the Federal Trust Land that are not more stringent than the least stringent air quality, water quality or any other environmental regulation or standards applicable to the county of Kenosha. The Tribe and the Authority agree not to enact or promulgate any air quality, water quality or any other environmental regulations or standards on the Federal Trust Land that has

any effect outside the boundaries of the Federal Trust Land.

- K-L. Alcohol Beverages. Pursuant to 18 U.S.C.§ 1161, the Kenosha Facility shall comply with all State laws relating to the sale or consumption of alcohol beverages. Alcohol beverages may be served only during the hours prescribed in Section 125.32(3) of the Wisconsin Statutes, or any successor statute. Alcohol beverages may not be sold for the purpose of off-premises consumption.
- LaM. Gaming Only as Authorized. The Kenosha Facility shall be used and operated only for such gaming purposes as are permitted under IGRA, the Compact.
- M.N. Cessation of Gaming. In the event that gaming operations at the Kenosha Facility cease for any reason for 365 consecutive days, the Tribe and the Authority shall use best efforts, including, but not limited to, petitioning the United States Congress, to ensure that the Federal Trust Land is removed from federal trust and reverts to taxable status under Ch. 70 of the Wisconsin Statutes. In the event that gaming ceases for the period described herein, the minimum payment provisions of Section 2.A.2. of this Agreement shall continue to apply.
- N.O. Height Limitations and Airport Overlay District. The parties acknowledge certain height and other restrictions associated with the proximity of the Kenosha Facility and the Federal Trust Land to the Kenosha airport. Any development on the Federal Trust Land shall be subject to federal law and rules of the Federal Aviation Administration ("FAA"). The Tribe and the Authority waive any right to bring any action against the County and agree to indemnify the County for any action brought against the County by any person located on the Federal Trust Land arising out of the proximity of the Federal Trust Land to the Kenosha airport.
- O.P. Additional Trust Land. Any expansion of the Trust Lands in the county of Kenosha beyond the boundaries identified in Exhibit A shall require the written consent of all parties to this Agreement.
- **P.O.** Tribe's and Authority's Representations as to Kenosha Facility. The Tribe and the Authority represent that the Tribe and the Authority intend, subject to availability of financing and capital at reasonable terms, conditions and costs, to develop the Kenosha Facility

and undertake related development in accordance with the planned construction and physical development described Exhibit E to this Agreement.

Q.R. Sales Tax. Sales on the Federal Trust Land that are not subject to the State of Wisconsin's sales or use tax shall be taxed by the Tribe or Authority pursuant to the AGREEMENT REGARDING SALES TAX BETWEEN THE MENOMINEE INDIAN TRIBE OF WISCONSIN, THE MENOMINEE KENOSHA GAMING AUTHORITY AND THE COUNTY OF KENOSHA, attached hereto as Exhibit F.

R.S. Conversion from Trust Land Status to Reservation Status. The Tribe will not seek a reservation proclamation pursuant to 25 U.S.C. § 5110 for the Proposed Trust Land fully described in the legal description attached as Exhibit A without the written consent of the County of Kenosha.

become effective upon approval of the governing bodies of the County, the Tribe and the Authority, execution by the appropriate officers of the parties, and shall remain in effect for so long as the Federal Trust Land exists, unless otherwise terminated by the mutual written consent of the Tribe, the Authority, and the County. Either party may terminate this Agreement upon thirty (30) day written notice if the Tribe and the Authority are unsuccessful in securing the approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate the Kenosha Facility on or before December 31, 2025.

SECTION 4. Waiver of Tribal Sovereign Immunity. The Authority agrees to waive any sovereign immunity enjoyed by the Authority in connection with disputes or claims arising under this Agreement. The Tribe also agrees to waive its sovereign immunity to enforce the provisions of Section 22 of this Agreement. Both the Tribe and the Authority consent to be sued in the United States District Court for the Eastern District of Wisconsin and all related federal appellate courts or, if such United States District Court cannot hear or refuses to hear such dispute, State Circuit Court in and for Kenosha County and all related State appellate courts

in connection with such waivers of sovereign immunity. No party to this Agreement shall contest jurisdiction or venue of the above-referenced courts for any dispute or claim arising under this Agreement. Neither the Tribe nor the Authority shall invoke the doctrine of exhaustion of tribal or other administrative remedies to defeat or delay such jurisdiction. Further, neither the Tribe nor the Authority shall invoke the doctrine of tribal sovereign immunity to evade its duties or obligations under this Agreement. Pursuant to Article XIII, Section 4(c) of the Tribe's Constitution, in any suit against the Tribe or the Authority for monetary damages, the parties agree that such damages shall be limited to the undistributed or future Net Revenues or other assets of the Authority and/or other tribal gaming business established for the purposes of owning and operating the Kenosha Facility.

SECTION 5. Dispute Resolution; Remedies. Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected parties a statement of the claim, dispute, or other matter in question. The parties shall meet promptly after such statement is filed and shall endeavor in good faith to resolve any such claim, dispute, or other matter in question amicably. If such meeting does not resolve the claim, dispute, or other matter in question, a demand for mediation shall be filed in writing with the other affected parties and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Any mediation conducted pursuant to this Section 5 shall be held in accordance with the rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. If the mediation fails to resolve the claim, dispute or other matter in question, arbitration shall not be available, and shall not be considered a condition precedent to the commencement of legal or

equitable proceedings based upon such claim, dispute or other matter in question. If a demand for mediation has been made under this Section 5 of this Agreement but such mediation has either not occurred or has not resolved the claim(s) subject to such mediation before the applicable statute of limitations for such claim(s) has run, a party to this Agreement may avail itself of any legal or equitable remedy available to the party without concluding the mediation. In the event that mediation does not resolve a claim, dispute or other matter in question, this Agreement is intended to provide each party with a right and standing to challenge any act or omission which violates this Agreement in the United States District Court for the Eastern District of Wisconsin and all related federal appellate courts or, if such United States District Court cannot hear or refuses to hear such dispute, State Circuit Court in and for Kenosha County and all related State appellate courts.

This Agreement is further intended to provide each party with a right and standing to seek any available legal or equitable remedy to enforce this Agreement and to seek damages for the breach of this Agreement in such enumerated courts. Pursuant to Article XIII, Section 4(c) of the Tribe's constitution, in any suit against the Tribe or the Authority for monetary damages, the parties agree that such damages shall be limited to the undistributed or future Net Revenues or other assets of the Authority and/or other tribal gaming business established for the purposes of owning and operating the Kenosha Facility.

#### SECTION 6. Liquidated Damages.

A. <u>Tribal or Authority Breach.</u> Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Sections 2.C., and 2.K. of this Agreement, the Authority shall pay to the County liquidated damages in the amounts of one thousand (\$1,000) dollars for each uncured breach of such Sections of this agreement. Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Sections 2.F, 2.G, 2.H, 2.I, 2.J, 2.L, 2.N of this Agreement, the Authority shall pay to the County liquidated damages in the amounts often thousand (\$10,000) dollars for each uncured breach of

such Sections of this Agreement. Each day of uncured breach may be considered a separate breach for purposes of this Section, but notice of such breach to be given under Section 5 of this Agreement may be made and shall be considered continuing until such breach is cured or as otherwise provided in such notice. Such liquidated damages as provided in this Section shall be the exclusive remedy for breach of such Sections of this Agreement as are enumerated herein. Pursuant to Article XIII, Section 4(c) of the Tribe's constitution, any liquidated damages shall be paid from undistributed or future Net Revenues or other assets of the Authority and/or other tribal gaming business established for the purposes of owning and operating the Kenosha Facility.

B. County Breach. Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Sections 1.B. and 1.C. of this Agreement, the County shall pay to the Authority liquidated damages in the amounts of ten thousand (\$10,000) dollars for each uncured breach of such Sections of this Agreement. Because of the uncertainty in measuring the calculation of actual damages resulting from a breach of Section 1.D. of this Agreement, the Authority shall be entitled to a credit against, but such credit shall not exceed, its payments made pursuant to Section 2.A. of this Agreement in an amount equal to any payments (including any payments derived from taxes imposed on gaming revenues) made to the County by an owner or operator of any establishment or facility endorsed, authorized, permitted or licensed in contravention of Section I.D. of this Agreement. Each day of uncured breach may be considered a separate breach for purposes of this Section, but notice of such breach to be given under Section 5 of this Agreement may be made and shall be considered continuing until such breach is cured or as otherwise provided in such notice. Such liquidated damages or, in the instance of a breach of Section I.D. of this Agreement, such credit, as provided in this Section shall be the exclusive remedy for breach of such Sections of this Agreement as are enumerated herein.

SECTION 7. Prevailing Party to Receive Costs and Fees. In the event of

litigation arising under this Agreement, the prevailing party in any such litigation shall be entitled to an award and judgment for its reasonable attorney's fees and any statutory costs.

Agreement by either party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the parties that the provisions of this Agreement shall be subject to specific performance, and injunctive relief shall be provided to cure any breaches prospectively, and that damages shall be awarded to redress any harm occasioned by a breach.

SECTION 9. Governing Law. This Agreement shall be governed by the laws of the United States of America and of the State of Wisconsin.

SECTION 10. Authorization. The Tribe, the Authority, and the County each represent and warrant that each has performed all acts precedent to adoption of this Agreement, including, but not limited to, matters of procedure and notice, and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such party is duly and fully authorized to so execute and deliver this Agreement.

- A. The Tribe has authorized its officers to execute this Agreement by the adoption of Resolution No. [Number], adopted [DATE], a copy of which is attached hereto as Exhibit G.
- B. The Authority has authorized is officers to execute this Agreement by the adoption of a Consent to Board Action dated [DATE], a copy of which is attached hereto as Exhibit H.
- C. The Board of Supervisors of the County has approved this Agreement at a duly noticed meeting of the County Board held on [DATE], and a certified copy of the proceeding of the Board of Supervisors is attached as Exhibit I.

SECTION 11. Notice. All notices required to be given hereunder shall be given

in writing, sent by either personal delivery, certified mail, return receipt requested, or overnight mail. If sent via personal delivery, the notice shall be effective on the date of delivery. If sent by certified mail, the notice shall be deemed effective five (5) days after such mailing, not counting the day such notice was sent. If sent by overnight mail, the notice shall be effective on the date of delivery. All notices shall be addressed as follows:

To the County:

County Clerk

County of Kenosha

912 56th Street

Kenosha, WI 53140

To the Tribe:

Tribal Chairperson

Menominee Indian Tribe of Wisconsin

W2908 Tribal Office Loop Road

Keshena, WI 54135

To the Authority:

Chairperson

Menominee Kenosha Gaming Authority

W2908 Tribal Office Loop Road

Keshena, WI 54135

SECTION 12. Interpretation. This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.

**SECTION 13. No Challenges to this Agreement.** The County, the Tribe, and the Authority hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Agreement, any procedure or proceeding

undertaken to adopt this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose or in any other way, to initiate, promote or support the opposition of approvals required under this Agreement or to hinder, obstruct or unduly delay any of the actions required or contemplated by this Agreement. This paragraph shall not be construed to prevent a party to this Agreement from commencing a declaratory judgment action regarding the interpretation of this Agreement. In the event of a challenge to the validity of this Agreement by any third party, the County, the Tribe, and the Authority shall each defend the validity and enforceability of this Agreement in any administrative or judicial proceeding.

SECTION 14. Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect. In the event of such a determination by such court, the parties shall promptly meet to discuss how they might satisfy the terms of this Agreement by alternative means. The parties shall use their best efforts to find, design and implement a means of successfully effectuating the terms of this Agreement. If necessary, parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits, and burdens of this Agreement. In the event the parties are not able to reach agreement in such situation, the dispute resolution procedure of Section 5 of this Agreement shall apply.

**SECTION 15.** Good Faith and Fair Dealing. The Parties to this Agreement agree that this Agreement imposes on them a duty of good faith and fair dealing.

SECTION 16. No Liability for Acts Prior to Agreement. Except as subject to a specific, written agreement, no party shall incur any liability for any acts undertaken during the discussion, negotiation, execution, or the processes undertaken to secure any approval required to effectuate this Agreement, whether or not all necessary approvals to make this Agreement

effective are obtained.

**SECTION 17. Captions.** The captions contained in this Agreement are inserted only as matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

**SECTION 18. Agreement in Counterparts.** This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.

**SECTION 19.** Amendment. This Agreement may only be amended by written instrument executed by all of the Parties.

#### SECTION 20. Complete Agreement.

This Agreement represents the entire integrated agreement between the parties and supersedes all past agreements and all negotiations, representations, promises or agreements, either written or oral, made during the course of negotiations leading to this Agreement.

SECTION 21. Submission of Agreement to the Secretary of the Interior and the National Indian Gaming Commission. The Authority shall submit this Agreement to the Secretary of the Interior for review under 25 U.S.C. § 81 for a determination that this Agreement is not subject to review under 25 U.S.C. § 81. In addition, the Authority shall submit this Agreement to the National Indian Gaming Commission (NIGC) and the Secretary of the Interior for determinations that this Agreement is not subject to review by NIGC under IGRA and is not subject to review by or a determination from the Secretary that this Agreement does not violate IGRA. All determinations by the Secretary and the NIGC under this Section shall be transmitted to the County. In the event that either the Secretary or the NIGC fails to make the determination contemplated under this Section, the Parties shall meet to determine how to achieve such a determination.

**SECTION 22. Tribe to Guarantee Authority's Performance.** The Tribe agrees that it will guarantee the performance of any duty or obligation of the Authority under this

Agreement, and either perform such duty or obligation or cause its performance by the Authority, within ten (10) days of its receipt of notice from the County of the Authority's failure to perform any such duties or obligations.

SECTION 23. Force Majeure. In the event that any party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction by any governmental entity other than the parties to this Agreement (including failure, refusal or delay in issuing permits, approvals and/or authorizations) injunction or court order, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 23 shall not be construed to excuse or delay any payment due under Section 2.A. of this Agreement.

**SECTION 24. No Third-Party Beneficiary.** This Agreement is personal to the parties to this Agreement and is not intended for the benefit of any other party.

**SECTION 25. Benefit and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assignees. Except with respect to successors, neither this Agreement, nor any of the rights or interests of the parties hereto, may be assigned, transferred, or conveyed in any manner without the prior written consent of each of the parties to this Agreement.

SECTION 26. Management Limitations. Notwithstanding any provision in this Agreement or any other agreements between the parties, or any other right to enforce the provisions of this Agreement or other agreements, the County shall not engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the

Tribe's and/or Authority's gaming operations (collectively, "Management Activities"), including:

- the training, supervision, direction, hiring, firing, retention, compensation (including benefits) or any employee (whether or not a management employee) or contractor;
- (b) any working or employment policies or practices;
- (c) the hours or days of operation;
- (d) any accounting systems or procedures;
- (e) any advertising, promotions, or other marketing activities;
- the purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment;
- (g) the vendor, type, theme, percentage of pay-out, display, place, or placement of any gaming device or equipment; or
- (h) budgeting, allocating, or conditions payments of the Tribe's and/or Authority's expenses.

IN WITNESS WHEREOF, the Tribe, the Authority, and the County have respectively signed this Agreement and caused their seals to be affixed and attested as of the date shown.

#### **COUNTY OF KENOSHA, WISCONSIN**

	, County Executive
Date:	
	, County Clerk

Date:  DMINEE KENOSHA GAMING AUTHO	, Chairman	
MINEE KENOSHA GAMING AUTH	Date:	
, Chairman		

### INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

LEGAL DESCRIPTION

#### **EXHIBIT A**

#### **PROPERTY LEGAL DESCRIPTION 5.80-Acre**

#### Parcel (Parcel A):

1-B PT NE 1/4 SEC 1 T 1 N R 21 E OF THE 4<sup>TH</sup> PRINCIPAL MERIDIAN COMM AT NE COR NE 1/4 TH W'LY 620.93 FT TH S 100 FT TO POB TH CONT S ALG E ROW 122ND AVE APPROX 708.46 FT AS DESC IN DOC#1634242 TPP PLAT 09-1024-4.02 TO N LN LOT A CSM 211 V 929 P 571 TH E ALG N LN CSM TO W ROW I-94 TH N ALG W ROW I-94 AND S LN 60TH ST 99.87 FT TH W ALG S LN 60TH ST 288.79 FT TO POB LYING AND BEING IN THE CITY OF KENOSHA COUNTY OF KENOSHA STATE OF WISCONSIN (2001 ANNEXATION 35-4-121-011-0100) (2009 LOT LINE ADJUSTMENT) (2011 PT 03-121-01-101-100) DOC #975090 5.80 AC DOC#1027160 DOC#1564651

PARCEL #: 03-121-01-101-101

#### 10.55-Acre Parcel (Parcel B):

THAT PT OF THE FOLLOWING LYING E OF 122ND AVE ROW AS DESCRIBED IN DOC#1634242 TPP 09-1024-4.02 PT NE 1/4 SEC 1 T 1 N R 21 E OF THE 4<sup>TH</sup> PRINCIPAL MERIDIAN COM AT E 1/4 COR SEC 1 TH W 275.03 FT TO W ROW I-94 TO POB TH TH N 221.63 FT TH W 1042.46 FT TH SW'LY 117.81 FT ALG CURVE TH S 43 DEG 57' 55" W 105.41 FT TH N 1197.61 FT TH E 38.71 FT TH N 254.15 FT TH E 1186 FT TH S 366.44 FT TH W 235.2 FT TH S 120 FT TH E 235.20 FT TH S 847.05 FT TO POB 10.576 AC LYING AND BEING IN THE CITY OF KENOSHA COUNTY OF KENOSHA STATE OF WISCONSIN (2007 PT 03-121-01-101-420) (2011 PT 03-121-01-101421) DOC#1500247 DEED IN ERROR DOC#1502945 CORRECTION (2016 LOT LINE ADJ DOC #1757896 & DOC#1757697)

PARCEL #: 03-121-01-101-422

#### 18.65-Acre Parcel (Parcel C):

THAT PT OF THE FOLLOWING LYING W OF 122ND AVE ROW AS DESCRIBED IN DOC# 1634242 AND TPP 09-1024-4.02 PT OF NE 1/4 SEC 1 T 1 N R 21 E OF THE 4<sup>TH</sup> PRINCIPAL MERIDIAN BEG 434.07 FT W OF NE COR 1/4 W 832.43 FT S 624 FT W 189.75 FT S 654.75 FT E 824.94 FT N 450 FT E 362.8 FT TO W LN HY N 635.88 FT NW'LY 242.65 FT TO POB LYING AND BEING IN THE CITY OF KENOSHA COUNTY OF KENOSHA STATE OF WISCONSIN ANNEX ORD 64-00 DOC#1202936 EXC ROAD ROW DOC#1564651 (2001 ANNEXATION 35-4-121-011-0100) (2009 LOT LINE ADJUSTMENT) (2011 PT 03-121-01-101-100) DOC #975090 18.65 AC DOC#1027160 DOC#1564651 DOC #975090 DOC#1027160 DOC#1564651

PARCEL #: 03-121-01-101-102

#### 24.19-Acre Parcel (Parcel D):

THAT PT OF FOLLOWING LYING W OF 122ND AVE ROW AS DESCRIBED IN DOC#1634242 TPP 09-1024-4.02 PT NE 1/4 SEC 1 T 1 N R 21 E OF THE 4<sup>TH</sup> PRINCIPAL MERIDIAN COM AT E 1/4 COR SEC 1 TH W 275.03 FT TO W ROW 1-94 TO POB THEN N 221.63 FT TH W 1042.46 FT TH SW'LY 117.81 FT ALG CURVE TH S 43 DEG 57' 55" W 105.41 FT TH N 1197.61 FT THE 38.71 FT TH N 254.15 FT THE 1186 FT TH S 336.21 FT TH W 235.2 FT TH S 120 FT THE 235.20 FT TH S 876.78 FT TO POB 24.19 AC LYING AND BEING IN THE CITY OF KENOSHA COUNTY OF KENOSHA STATE OF WISCONSIN (2007 PT 03-121-01-101-420) (2011 PT 03-121-01-101421) DOC#1500247 DEED IN ERROR DOC#1502945 CORRECTION

PARCEL #: 03-121-01-101-423

#### INTERGOVERNMENTAL AGREEMENT EXHIBIT B

MAP



026808-0006/33119180

## INTERGOVERNMENTAL AGREEMENT EXHIBIT C KENOSHA TRUST LAND ORDINANCES

#### INTERGOVERNMENTAL AGREEMENT

#### Exhibit C

Chapter 594 of the Menominee Tribal Code is attached and incorporated into this Agreement. Pursuant to § 594-6.D of the Menominee Tribal Code, the Menominee Kenosha Gaming Authority shall, at its cost and expense, construct and install, prior to building occupancy, improvements identified in a traffic impact statement approved by the State of Wisconsin DOT, Kenosha County, City of Kenosha and Menominee Tribe.

The Tribe and the County agree that neither shall unreasonably withhold approval of the traffic impact statement referenced above.

# Chapter 594 **Kenosha Trust Lands**

## Article I Land Use

#### § 594-1 Purpose.

The purpose of this land use regulation is to promote the orderly development of the tribal trust lands in Kenosha, Wisconsin, for commercial entertainment purposes.

#### § 594-2 Applicability.

This Chapter 594 shall apply to any lands owned by the United States in trust for the Menominee Indian Tribe of Wisconsin located in the City or County of Kenosha, State of Wisconsin, hereinafter "Menominee Kenosha trust lands" or "trust lands."

#### § 594-3 Permitted uses.

The following uses are permitted on the referenced site:

- A. Hotels and motels.
- B. Conference or Convention center.
- C. Restaurants, without a drive-through.
- D. Tavern, cocktail lounge, and nightclub, excluding adult entertainment.
- E. Convenience retail and service stores as ancillary facilities to the principal use(s).
- F. Gaming facilities.
- G. Amusement enterprises.
- H. Theater, excluding adult entertainment.
- I. Commercial recreational uses, indoor and outdoor.
- J. Brew pub or winery.
- K. Parking facilities, including structures and ramps.
- L. Arena, auditorium, exhibition halls and stadiums, which are indoors.
- M. Administrative offices.
- N. Indoor warehouse and storage buildings as ancillary facilities to the principal use(s).
- O. Recreational vehicle park.
- P. Stormwater detention and retention basins.

#### § 594-4 Prohibited uses.

All uses not specifically listed are prohibited.

#### § 594-5 General regulations.

Any development of the referenced lands shall conform to the following requirements:

- A. Height regulations.
- (1) No building or structure shall be hereafter enlarged, erected, reconstructed or structurally altered to a height which exceeds a height of 75 feet or as regulated by the Kenosha Regional Airport Zoning and Height Limitation Map, as referenced in Exhibit 2, whichever is more restrictive.
- (2) Parapet walls not exceeding four feet in height, chimneys, flues, elevator bulkheads, penthouses, stacks, stage towers or scenery lofts, cupolas, domes and spires, and necessary mechanical appurtenances may be erected to a height which exceeds the seventy-five-foot height limit. However, no architectural projection or any space above the height limit shall be allowed for the purpose of providing additional floor space and shall not exceed the Kenosha Regional Airport Zoning Height Limitation Map.
- (3) Ornamental appurtenances, statues, and monuments shall not exceed the height of the allowable building height.
- B. Visual clearance.
- (1) Purpose. Adequate visual clearance must be provided at intersections for children, pedestrians and for drivers and operators of all motor vehicles, bicycles and other forms of conveyance so that they may be observed by each other in a timely manner to lessen the possibility of accidents and to promote public safety.
- (2) General regulations. No obstructions, such as buildings, structures, fences, parked vehicles or vegetation, which are constructed, erected, maintained or planted shall be permitted between the heights of three feet and nine feet above:
- (a) The triangular space formed by any two existing or proposed intersecting street right-of-way lines and a line joining points on such lines located a minimum of 15 feet from their intersection.
- (b) The intersection of any existing or proposed street right-of-way line with an existing or proposed alley right-of-way line or the line formed by the edge of any driveway and a line joining points on such lines located a minimum of 15 feet from their intersection.
- (3) Exceptions. The following shall be excepted from the regulations: authorized traffic signs and signals, utility poles and installations, railroad crossing signs and barricades, mailboxes, bus stops, flagpoles, decorative lamp poles, public fixtures, and similar items which do not substantially impair visual clearance.
- (4) Parked vehicles. The visual clearance regulations shall apply to parking facilities.
- (5) Natural objects and vegetation. Natural objects and vegetation such as trees and shrubs must be removed, trimmed or planted so as to provide, restore or maintain visual clearance.
- C. Building and architectural standards.
- (1) Building size and scale shall respect the physical scale of the surrounding area and the scale of surrounding buildings, within the trust lands.
- (2) The location and orientation of building elements shall respect the orientation of surrounding buildings or structures, within the trust lands.
- (3) The materials and design of buildings and structures shall complement the surrounding area, within the

trust lands.

- (4) Adequate handicap access shall be provided to public buildings and structures as required in the Wisconsin Administrative Code.
- D. Site standards.
- (1) The location, proportion, and orientation of buildings or structures should respect the location, proportion and orientation of surrounding landforms, buildings or structures, within the trust lands.
- (2) Vehicular access shall meet the following requirements:
- (a) Intersections of a ninety-degree angle are to be encouraged while other angles are to be discouraged.
- (b) Adequate access for emergency vehicles shall be maintained.
- (3) Any off-street parking area shall meet the applicable design screening and parking requirements.
- (4) Separation of pedestrian and vehicular access shall be encouraged.
- E. Drainage standards.
- (1) To the extent possible, surface water runoff on the site shall be absorbed or retained on the site so that the quantity and rate of water leaving the site would not be significantly different than if the site had remained undeveloped.
- (2) If drainage from the proposed development is proposed to be discharged, it shall be discharged in compliance with city, state and federal requirements.
- (3) The proposed development shall not create or increase surface water runoff or buildup on adjoining or adjacent properties.
- (4) Storm Water Drainage must meet discharge criteria of the Des Plaines River Watershed.
- F. Landscape standards. Landscaping must accomplish the following purposes:
- (1) Interior lawn park landscaping is required of developments in order to screen vehicular parking which may be viewed from the public rights-of-way. (Exhibit 5.)
  - Interior lawn park landscape standards for commercial uses in all zones are indicated in Exhibit 6.
  - Parking lot frontage shall be screened to a height of three (3) feet along at least fifty (50) percent of the frontage, as shown on Exhibit 5.
- (a) Notwithstanding the provisions of §594-5 F.1., where there was an acquisition by the State of Wisconsin, for the purpose of providing a public frontage road, of privately held property adjacent to a previously approved buffer strip (as defined under §594-5 F.3.) resulting in the approved buffer strip, or a residual portion thereof, becoming an interior lawn park landscaping area (as defined under §594.5 F.1.) the City shall not require the relocation, expansion or change in dimensions of the resulting interior lawn park landscaping area if any such relocation, expansion or modification would result in a loss of required parking spaces.
- (2) Lawn park landscaping is required of development in order to provide street tree plantings. Lawn park landscape standards for commercial uses shall include one (1), two-inch caliper deciduous tree for every forty (40) feet of street frontage.

Lawn park trees are not required when plans show shade trees in interior lawn park within thirty-five (35) feet of lawn park curb line.

Lawn park trees shall conform to Chapter XXXIV of the City of Kenosha Code of General Ordinances.

(3) All commercial developments shall create a buffer between land uses. Buffers shall be composed of landscaping plantings, earth berming or screen fencing. Exhibit 4, Exhibit 7 and Exhibit 8 illustrate permissible buffer strip options.

Buffer strips shall be provided along the periphery of the development site, except where cross access, utilities or special circumstances prohibit.

Ornamental clump trees shall be a minimum of five (5) feet; all other ornamental trees shall be a minimum of two-inch caliper.

Shrubs shall be planted in groupings or hedges through the buffer strip.

Screen fencing or walls of wood, face brick, or other approved material, shall be provided.

- (4) Site interior landscaping shall utilize plant materials, earth berming and screening elements to functionally screen and aesthetically enhance site and building characteristics.
- (a) Between Buildings.
- (i) There shall be sufficient quantities of deciduous, ornamental and coniferous trees, shrubs and groundcovers to adequately screen undesirable views at the sides and rear of buildings.
- (ii) All designated lawn areas between or around buildings shall be sodded. Seed may be used if an irrigation system is provided.
- (b) Foundation Planting.
- (i) A five-foot wide landscape area should be provided adjacent to all building walls. All trees shall be planted a minimum of ten (10) feet from building overhangs and only columnar trees may be planted within twenty (20) feet of a building overhang.
- (ii) The landscaped area should be planted with a balance of ornamental and coniferous trees, shrubs, and groundcovers.
- (iii) Plantings should emphasize softening of large expanses of building walls length and height, accent building entrances and architectural features and screen mechanical equipment adjacent to buildings.
- (c) Service Area Screening.
- (i) All service areas such as loading docks, freestanding utility and mechanical equipment shall be screened from view through the use of coniferous plant materials or fencing compatible with proposed building design.
- (ii) Trash dumpsters and other waste receptacles or equipment shall be screened with fencing of decorative wood or masonry six (6) feet in height, with shrubbery or trees and a solid, attractive single or double access gate on one (1) side only, and with shrubs and trees as shown in Exhibit 9.
- G. Utility standards.

- (1) Utility systems shall be placed in accordance with city, state and federal requirements and the utility companies' rules and regulations.
- (2) Any lighting source on any building, structure, or site which is for the purpose of illuminating any structure exterior or outdoor area shall be established in a manner which satisfies the following conditions:
- (a) Such lighting shall be arranged, oriented or shielded in such a manner that direct radiation or glare from such source does not penetrate residential lots which are located adjacent to or across the street from the use being illuminated.
- (b) The source of such illumination shall be arranged, oriented or shielded in a manner which will not endanger the safety of pedestrian or vehicular traffic.
- (c) Exterior lighting shall be constant and not flashing, intermittent or animated in any way.
- (3) Storage of waste and trash shall conform to the following standards:
- (a) Such areas shall be screened from public view.
- (b) Such facilities shall be a minimum of a two-cubic-yard container readily accessible and located on a hard-surfaced area.

#### § 594-6 Specific development regulations.

- A. Major street standards.
- (1) The following streets near the trust land are hereby designated to be major streets:
- (a) 60th Street, from the east line of Sheridan Road to the most western corporate limits of the City of Kenosha, insofar as it abuts or lies within such city limits.
- (2) The baseline on the major streets is as follows:
- (a) 60th Street, the baseline shall be the section line in said major street.
- (3) The setback lines for major streets, hereinafter "major street setback," shall be measured from the baselines as follows:
- (a) 60th Street, the setback line shall be 60 feet from the baseline.
- (4) No buildings or other site improvements shall be allowed within the major street setback.
- B. Parking and loading requirements.
- (1) General parking requirements.
- (a) There shall be provided at the time any building or structure is erected, enlarged or expanded off-street paved parking spaces in accordance with the following requirements.
- (b) All parking spaces required shall be located on the same lot with the building or use.
- (c) All off-street parking facilities for five or more vehicles, not contained in a building or structure, shall be effectively screened on any side of the facility which is adjacent to a street. Such screening shall be accomplished by a fence, wall, berm or landscaping, or some combination thereof, constituting an opaque characteristic which obscures from horizontal view the parking facility. Such screen shall not be

less than four feet in height, except where reduced heights are required by visual clearance regulations.

- (2) Minimum parking spaces required for the following permitted uses:
- (a) Motel or hotel: 1.0 space per rental unit, plus 1.0 space per three employees.
- (b) Theaters, general auditoriums, arenas, stadiums, exhibition halls or other similar places of assembly: 1.0 space per five seats.
- (c) Conference centers: 10.0 spaces minimum or spaces equal to 30% of the licensed capacity, whichever is greater.
- (d) Convenience retail, general merchandise and service stores, office buildings, financial institutions, and miscellaneous retail and service uses: 1.0 space per 250 square feet of gross floor area.
- (e) Restaurants without drive-in or drive-through facilities: 10.0 spaces minimum or spaces equal to 30% of the total licensed capacity, whichever is greater.
- (f) Taverns and cocktail lounges: 10.0 spaces minimum or spaces equal to 20% of the total licensed capacity, whichever is greater.
- (3) Loading requirements. There shall be provided at the time any building or structure is erected, enlarged, or expanded loading space in accordance with the following requirements:

Loading Spaces
Required for
Business Uses

Gross

Floor Area of Building (square feet)	Minimum Loading Space Required
Less than 7,000	0
7,001 to 10,000	1
10,001 to 25,000	2
25,001 to 50,000	3
50,001 to 100,000	4

Loading Spaces Required for Business Uses

Gross Floor Area of **Building Minimum** Loading (square Space feet) Required 100,001 5 250,000 Each 1 additional 200,000

- C. Airport Overlay District and height limitation regulations.
- (1) The intent and purpose of the Airport Overlay District is to impose land use controls that will protect airport operations and ensure a compatible relationship between airport operations and other land uses in the vicinity of these airport operations. The Airport Overlay Districts, permitted uses and development standards are:
- (a) Airport Overlay District Runway Protection (AIR-1). This district shall include all property in the Runway Protection Zone, subject to crash hazard, within the boundaries of the district set forth herein. No buildings or structures are permitted within this zone and the height of natural growth is regulated.
- [1] Permitted uses.
- [a] Agriculture, crops only.
- [b] Air navigation facilities.
- (b) Airport Overlay District Approach (AIR-3). This district shall include all property in the Approach Zone, having a noise exposure of less than 65 DNL due to the operation of aircraft, within the boundaries of the district set forth herein.
- [1] Permitted uses. All uses which are permitted in this article. Any new use which provides overnight lodging and/or sleeping accommodations is permitted, upon first paying the fee for preparation of a navigation easement established by the Common Council of the City of Kenosha from time to time, by resolution, and executing and recording a navigation easement. Air navigation facilities are permitted.
- [2] Development standards. All uses shall meet the following standard: construction techniques to provide a minimum of five decibels' extra noise reduction, as determined by the Department, as defined in § 594-7 of this article, over the minimum standards contained in state building codes.
- (c) Airport Overlay District Overflight (AIR-4). This district shall include all property in the Overflight Zone within three miles of the airport boundaries located within the horizontal surface and/or the 20:1 conical surface area as designated in the Federal Aviation Regulation Part 77 and having a noise

- exposure of less than 65 DNL due to the operation of aircraft.
- (2) The location and boundaries of the districts are shown on Exhibit 1 and the Kenosha Regional Airport Zoning and Height Limitation Map dated May 25, 1988, shown on Exhibit 2. The following requirements shall apply to all Airport Overlay Districts (AIR):
- (a) Interference with navigation. Notwithstanding any other provision of this section, no use shall be made of land within any Airport Overlay District in such a manner as to:
- [1] Release into the air any substance which would impair visibility or otherwise interfere with the operation of aircraft.
- [2] Produce light emissions, either direct or indirect (reflective), which would interfere with the operation of aircraft.
- [3] Produce electrical, magnetic or other emissions which would interfere with the operation of aircraft, aircraft communication or aircraft guidance systems.
- [4] Attract birds, waterfowl, or wildlife in a manner that creates a hazard to navigation.
- [5] Create a hazard to navigation in any other manner.
- (b) Flammable and/or combustible material. The following requirements shall apply to all Airport Overlay Districts. All technical terms shall be interpreted as defined in the Wisconsin State Statutes and Wisconsin Administrative Code.
- [1] The manufacture of flammable and/or combustible liquid and solid materials is prohibited.
- [2] The handling and storage of flammable and/or combustible liquid and solid materials and materials which produce flammable or combustible vapors and gases shall be in accordance with state laws, rules and regulations and lawful administrative orders.
- (3) Prohibitions.
- (a) No person shall develop or maintain land or construct any building or structure or improve land in any Airport Overlay District(s) shown on Exhibit 1, in which situated, contrary to these requirements.
- (b) No building, structure or object of natural growth shall exceed the height limitation of the underlying zoning district or be in excess of the height limitation indicated on the Kenosha Regional Airport Zoning and Height Limitation Map dated May 25, 1988, shown on Exhibit 2. In the event of a conflict, the more stringent requirement shall apply.
- D. Traffic impact analysis. The Menominee Kenosha Gambling Authority shall, at its cost and expense, construct and install, prior to building occupancy, improvements identified in a traffic impact statement approved by the State of Wisconsin DOT, Kenosha County, City of Kenosha and Menominee Tribe. The Tribe shall be responsible to prepare a traffic impact statement which analyzes adjoining street capacity and current volumes, trip generation rates expected for the development, and expected increase or decrease in volumes on adjoining streets and impacted arterials. The traffic impact statement shall identify the size, location, and characteristics of roadway or traffic control improvements necessitated by the proposed development to maintain existing levels of service on public thoroughfares. The analysis shall identify the impact of the development on pedestrian or vehicular safety and congestion.
- E. Building requirements. Buildings authorized to be constructed shall conform to the design standards hereinafter set forth:

- (1) Building faces of all commercially and institutionally used principal buildings shall be constructed primarily of architectural masonry, wood, glass or a combination of these materials. The previous sentence notwithstanding, architectural metal panels may be used as a secondary material on a face of a principal building, if the percentage of the face covered by the architectural metal panels is less than the percentage of the face covered by at least one (1) of the materials identified in the previous sentence, and also if such use is pursuant to plans approved by the Department illustrating the design in a manner such that the relative percentages of material used for the face may be determined. Subject to design requirements of other ordinance sections, building faces of all commercially and institutionally used accessory buildings must be constructed of architectural masonry, wood, glass, architectural metal panels or a combination of these materials in any proportion. Ribbed or corrugated metal siding shall not be permitted on any building face. Smooth face concrete blocks shall not be permitted on any building face, except when used for accent banding, which shall not be wider than three (3) adjacent courses and not more than six (6) courses on any building face. Exterior Insulated Finish Systems (EIFS) shall only be allowed on the first floor of any building as an accent material above a window, entrance or other similar architectural feature. Exterior Insulated Finish Systems shall be allowed as a primary material above the first floor.
- (2) Split-faced or decorative concrete block shall not be painted or stained after installation.
- (3) Articulation on the rooflines shall be provided by using a pitched roof, a partial roof or parapet walls with a minimum height difference of two (2) feet.
- (4) Rooftop mechanicals shall be concealed in order to prevent their visibility from grade level as measured from the lot lines and abutting street rights-of-way. Rooftop mechanical screening shall be compatible with the design, color and materials of the building(s).
- (5) Materials and colors of buildings shall be consistent among all building(s).
- (6) Articulation of building facades shall comply with the following design standards:
- (a) Recesses and/or projections shall comprise at least twenty (20) percent of each facade length, with articulation as deemed acceptable by the Department such as false windows or articulation of materials. In no event shall an uninterrupted façade extend more than one hundred (100) feet.
- (b) Windows, awnings, arcades or similar architectural elements deemed acceptable by the Department shall total at least sixty (60) percent of each facade length which faces a public street.
- (7) Metal roofs and/or awnings shall only be permitted when the roofing material meets the minimum standards of the International Building Code.
- F. Site requirements.
- (1) Parking lots shall be designed and constructed in accordance with City of Kenosha General Code Section 5.08 and City of Kenosha Zoning Code Section 14.07.C.15.b.
- (2) Parking lots shall be paved with asphaltic concrete or portland cement concrete.
- G. Utility requirements.
- (1) The Tribe shall, at its cost and expense install storm sewer, sanitary sewer and water utility systems which shall be designed and constructed in accordance with City of Kenosha and Kenosha Water Utility ordinances and regulations. All new electric, phone and cable facilities shall be installed underground.
- (2) All exterior lighting shall comply with the following standards:

- (a) Light fixtures shall be selected with care to ensure that they are appropriately scaled in relation to their setting and to ensure that they are of a style that is compatible with the character of their immediate environment.
- (b) Luminaires shall be aimed, shielded, or relocated so as to minimize glare.
- (c) The maximum allowable light spillover to an adjacent residential property shall be 0.5 footcandle measured at the property line, four feet above grade; for all other types of land uses, the maximum allowable light spillover shall be 0.75 average footcandle, measured in the same manner.
- (d) Lighting levels shall be measured in footcandles with a direct-reading, portable light meter. The meter sensor shall be mounted not more than four feet above the ground line in a horizontal position. Readings shall be taken only after the cell has been exposed long enough to provide a constant reading.

  Measurements shall be made after dark with the light sources in question on, then with the same sources off. The difference between the two readings shall be compared to the maximum permitted illumination.
- (e) All lighting wires/cables shall be placed underground.
- (f) Accent lighting should be used to highlight architectural and landscape design elements when appropriate.
- (g) Illumination of uses shall meet the minimum standards of the Illuminating Engineering Society of North America (IES).
- (h) Pedestrian walkways and parking area shall be illuminated to a sufficient level so as to provide for security.
- H. Drainage requirements. All development shall comply with the city, state and federal requirements for stormwater retention and detention, and these must be met:
- (1) Surface water runoff on the site shall be absorbed or retained on the site so that the rate of flow of surface water leaving the site would not be greater than if the site had remained undeveloped.
- (2) Surface water from the site shall be discharged to the city storm sewer or ditch, where available and of sufficient capacity to handle the flow.
- (3) Surface water flow may be directed onto adjoining private property only under the following circumstances:
- (a) The surface water follows a predevelopment drainage course.
- (b) The property owner of the site being developed executes an indemnity and hold harmless agreement with adjoining property owner.
- (c) Private drainage tiles may be connected to those on adjacent property only with the written permission of said property owner.
- (4) Nonresidential uses and all parking areas shall not discharge surface water onto any property zoned residential.
- I. Landscaping requirements.
- (1) Recommended trees, shrubs and ground cover. Species and/or varieties of trees, shrubs and ground cover shall be those recommended by the City Forester or the most recent version of A Guide to Selecting Landscape Plans for Wisconsin by E.R. Hasselkus. The following criteria shall also govern

selection:

- (a) Size in relation to proximity to buildings, utilities, entrances, pedestrian walkways, roads and other improvements.
- (b) Species in relation to plant hardiness (Zones 5 through 2), disease or insect resistance, and low maintenance.
- (2) Landscape open space. All open space or open areas required for stormwater control or other purposes shall be landscaped in accordance with the standards set forth in these regulations. Unless otherwise identified, all development shall contain a minimum of 15% of the site in landscaped open space, including interior parkways, buffer strips, parking lot landscaping and site interior landscaping.
- (3) Landscaping is regulated based on five distinct areas of the parcel being developed as follows:
- (a) Interior parkway. A landscaped open space directly abutting a public street right-of-way.
- (b) Parkway. The unpaved portion of the public street right-of-way between a curb or curbline and sidewalk.
- (c) Buffer strip area. A landscaped area intended to separate two adjacent land uses or properties from one another and soften land use incompatibility.
- (d) Parking lot landscaping. Landscaped area within or surrounding a parking area used to soften the visual and environmental character of paved parking areas.
- (e) Site interior landscaping. The open space area surrounding buildings intended to enhance building and site character, excluding the interior parkway, parking lot landscaping, and perimeter landscape area. See Exhibit 3 which provides a graphic illustration of each area above described.
- (4) Site landscaping requirements. The following landscape requirements apply to permitted uses:
- (a) Interior parkway landscaping. Interior parkway landscaping is required of developments in order to screen vehicular parking which may be viewed from the public rights-of-way as shown in Exhibit 6.
- [1] Interior parkway landscape standards are indicated in Exhibit 5.
- [2] Parking lot frontage shall be screened to a height of three feet along at least 50% of the frontage, as shown in Exhibit 6.
- (b) Parkway landscaping.
- [1] Parkway landscaping is required of development in order to provide street tree plantings. Parkway landscape standards shall include one two-inch caliper deciduous tree for every 40 feet of street frontage.
- [2] Parkway trees are not required when plans show shade trees in interior parkway within 35 feet of parkway curbline.
- (c) Buffer strips. All developments shall create a buffer between land uses. Buffers shall be composed of landscape plantings, earth berming or screen fencing. Exhibits 4, 7 and 8 illustrate permissible buffer strip options.
- [1] Buffer strips shall be provided along the periphery of the development site, except where cross access, utilities or special circumstances prohibit.

- [2] Ornamental clump trees shall be a minimum of five feet; all other ornamental trees shall be a minimum of two-inch caliper.
- [3] Shrubs shall be planted in groupings or hedges through the buffer strip.
- [4] Screen fencing or walls of wood, face brick or other approved material shall be provided.
- (d) Site interior landscaping. Site interior landscaping shall utilize plant materials, earth berming and screening elements to functionally screen and aesthetically enhance site and building characteristics.
- [1] Between buildings.
- [a] There shall be sufficient quantities of deciduous, ornamental and coniferous trees, shrubs and ground covers to adequately screen undesirable views at the sides and rear of buildings.
- [b] All designated lawn areas between or around buildings shall be sodded. Seed may be used if an irrigation system is provided.
- [2] Foundation planting.
- [a] A five-foot-wide landscape area should be provided adjacent to all building walls. All trees shall be planted a minimum of 10 feet from building overhangs, and only columnar trees may be planted within 20 feet of a building overhang.
- [b] The landscaped area should be planted with a balance of ornamental and coniferous trees, shrubs, and ground covers.
- [c] Plantings should emphasize softening of large expanses of building wall length and height, accent building entrances and architectural features and screen mechanical equipment adjacent to buildings.
- [3] Service area screening.
- [a] All service areas such as loading docks and freestanding utility and mechanical equipment shall be screened from view through the use of coniferous plant materials or fencing compatible with proposed building design.
- [b] Trash dumpsters and other waste receptacles or equipment shall be screened with fencing of decorative wood masonry six feet in height, with shrubbery or trees and a solid, attractive single- or double-access gate on one side only, and with shrubs and trees as shown in Exhibit 9.
- (5) Parking lot landscaping. Landscaping shall be provided within all parking lots. Parking lot plantings shall provide screening, shade, and subdivided space and are intended to reduce glare and heat from pavement surfaces by meeting the following standards:
- (a) Each parking row, regardless of its length, should begin and end with a landscape island with barrier-type curbs.
- (b) No parking space shall be more than 90 linear feet away from either a landscaped parking island or landscaped buffer strip, foundation planting or landscaped interior parkway.
- (c) All parking lots or portions of parking lots adjacent to buffer strips or interior parkways which are adjacent to any residential properties shall be screened from view by landscaping, fencing, berming, and/or a combination thereof.
- (d) Shrubs within parking lot islands shall be maintained at a height not to exceed three feet.

- (e) Parking lot landscape areas shall have a minimum width of eight feet, measured from back of curb to back of curb, and a depth equal to the depth of the parking stall, as shown in Exhibit 10. Landscape islands shall include at least one deciduous tree of 2 1/2 inches in caliper. Additional trees may be required, depending on the size of the island and the location of parking lot lighting.
- J. Fence requirements.
- (1) Approved fence materials. All fences shall meet the following material requirements:
- (a) Fences shall be constructed using materials including, but not limited to, brick, fieldstone, wrought iron, vinyl or vinyl coated, chain link (with a minimum thickness of nine gauge and a required top rail support), stockade or board-on-board wood. Chain link fencing shall not be used for screening.
- (b) No fence shall be constructed of used or discarded materials in disrepair, including but not limited to pallets, tree trunks, trash, tires, junk, or other similar items. Materials not specifically manufactured for fencing, such as railroad ties, wooden doors, landscape timbers or utility poles, shall not be used for or in the construction of a fence.
- (2) Fence maintenance. Fences shall be maintained in a manner as to prevent rust, corrosion and deterioration, so as not to become a public or private nuisance, and so as not to be dilapidated or a danger to adjoining property owners or the public. Fences shall not create an appearance of patchwork, which is indicative of a state of disrepair. Every fence installed shall be maintained by the owner in such a way that it will remain plumb and in good repair.
- (3) Prohibited fences. The following shall be prohibited:
- (a) An electric or razor wire fence.
- (b) Any wire or chain-link-type fence with the cut or salvage end of the fence exposed at the top.
- (c) A fence which creates a hazard to users of the street, sidewalk or to nearby property.
- (d) A fence composed solely of fence posts.
- (e) An incomplete fence, consisting only of posts and supporting members.
- (f) A barbed wire fence.
- K. Definitions. See Exhibit 11.

#### § 594-7 Enforcement.

- A. This article shall be administered by the Menominee Tribal Community Development Department or any other entity designated by the Menominee Tribal Legislature ("Department"). The Menominee Tribal Attorney, Menominee Tribal Prosecutor, or other officer designated by the Menominee Tribal Legislature, in coordination with the Department, shall enforce these provisions. Persons enforcing this article may seek injunctive relief from Tribal Court.
- B. Any person who fails to comply with the provisions of this article or any order of the Department or its authorized agent issued in accordance with this article shall, upon conviction thereof, forfeit not less than \$100 or more than \$500 for each day the violation continues and the cost of prosecution for each violation, including court costs and reasonable attorney fees.
- C. Any person intending to engage in construction activity or hire someone to engage in construction activity shall provide his or her plans to the Department in a format designated by the Department. No person may commence any construction activity prior to receiving written approval from the

Department stating that such construction activity conforms to the terms of this article. Any person engaging in construction activity shall do so in conformance with the approved plans.

### § 594-8 Exhibits and references.

- A. All exhibits and references are attached hereto and incorporated herein.
- (1) Airport Overlay Districts.
- (2) Kenosha Regional Airport Zoning and Height Limitation Map.
- (3) Landscaped Areas.
- (4) Commercial Buffer Strip Abutting Residential Zone.
- (5) Interior Parkway Landscaping for Commercial Uses.
- (6) Commercial Interior Parkway Landscaping.
- (7) Commercial Buffer Strips Abutting Residential Zone.
- (8) Buffer Strips for Commercial Uses.
- (9) Service Area Screening.
- (10) Typical Parking Lot Planting Island.
- (11) Definitions.

### Article II Environmental Health and Food

### § 594-9 **Purpose**.

The purpose of this article is to protect the public health and to maintain and protect the environment.

### § 594-10 Administration and enforcement.

This article shall be administered by the Menominee Tribal Environmental Services Department or any other entity designated by the Menominee Tribal Legislature. The Menominee Tribal Attorney, Menominee Tribal Prosecutor, or other officer designated by the Menominee Tribal Legislature, in coordination with the Environmental Services Department, shall enforce these provisions. In addition to seeking penalties listed in § 594-21 of this article, persons enforcing this article may seek injunctive relief from Tribal Court.

### § 594-11 **Definitions.**

As used in this article, the following terms shall have the meanings indicated:

### APPEALS BOARD

That entity created by the Menominee Tribal Legislature to hear appeals from decisions of the Health Officer.

### **DEPARTMENT**

Menominee Tribal Environmental Services Department or any other department of the Tribe or authority charged with enforcing this article.

### **GROCERY STORE**

A retail store whose primary business is the sale of food.

### **HEALTH OFFICER**

The Director of the Department or his or her designee.

### **PERSON**

An individual, partnership, association, firm, company, corporation, or tribal business, whether tenant, owner, lessee or licensee, or the agent, heir or assignee of any of these.

### REINSPECTION

A follow-up inspection conducted on a date specified by the Health Officer to verify that an ordered remedial action has been taken and to verify that the noncompliance or violation no longer exists.

### RESTAURANT

Any building or room where, as the establishment's primary business, meals are prepared or served or sold to transients or the general public and all places used in connection with it. "Restaurant" also means a separate dining facility meeting the foregoing criteria located within an establishment such as, but not limited to, a hotel, motel, or retail store whose primary business is not food service.

### **SMOKING**

To smoke, carry, possess or control any lighted tobacco, including but not limited to cigars, cigarettes or pipes.

### **TAVERN**

Any establishment in which fermented malt beverages and/or intoxicating liquors are sold for consumption upon said premises and whose sales account for more than 50% of the establishment's gross receipts during the past license year, verified under oath in a statement provided by an accountant or bookkeeper and filed with the Health Officer at the time of license renewal. New licensees shall estimate gross receipts for the first license year at the time of license application.

### TRANSIENT

A person who travels from place to place away from his/her permanent residence for vacation, pleasure, recreation, culture, business or employment.

### TRIBE

Menominee Indian Tribe of Wisconsin.

### § 594-12 License application.

Applications for licenses required in this article shall be made in writing to the Department on forms provided by the Department and shall contain, but not be limited to, the following information:

- A. The name, address and date of birth of the applicant.
- B. The trade name and address of the establishment.
- C. Whether the applicant is a person, corporation, or partnership.
- (1) If the applicant is a corporation, the application shall contain the registered agent's name, home address and date of birth.
- (2) If the applicant is a partnership, the application shall include the names, home addresses and dates of birth of the partners.

D. The signature of all applicants and their agents to confirm that all information on the application is correct and acknowledge that any change in the information on the application shall be reported to the Health Officer within 14 days of the change.

### § 594-13 License issuance.

- A. The Health Officer shall issue a license to the applicant on a probationary six-month or annual basis, if the requirements of this article have been complied with and if all applicable fees have been fully paid to the Department.
- B. The Health Officer shall set a schedule of fees related to this article.

### § 594-14 Display of license.

All licensees shall immediately post their license upon some conspicuous part of the room in which the business is carried on, and the license shall remain posted during the period for which it is in force. No activity regulated by this article may take place without a license issued by the Department. Where a license has been denied, revoked or suspended all activity permitted by the granting of a license shall cease.

### § 594-15 Inspection by Department.

Authorized employees of the Department, upon presenting proper identification, shall have the authority and duty to enter any licensed premises during regular business hours to inspect the same, with respect to businesses open at least 40 hours per week. In the absence of regular business hours, inspection may be made at any time. Inspection includes the right to secure samples or specimens, examine and copy relevant documents and records or obtain photographic or other evidence needed to enforce this article. The person actually making inspection on behalf of the Health Officer shall have the same minimum training and certification or licensure as is required for inspectors working on behalf of the State of Wisconsin. Each establishment requiring a license under this article shall be inspected at least once every 12 months. If any violations of this article are found, the Health Officer shall issue an order for remedial action stating the nature of the violation, the remedial action that must be taken, and the date when such remedial action must be completed. Copies of inspection reports, orders and evidence of corrective action shall be forwarded to the Kenosha County Division of Health within 30 days of receipt or issuance by the Department. Failure to comply with an order for corrective action may result in suspension or revocation of a license.

### § 594-16 Denial, suspension or revocation of license.

The Health Officer may deny any license application or suspend or revoke any license issued under this article for noncompliance with this article. The following procedure shall be followed in the denial, suspension or revocation of any license issued under this article:

- A. A decision by the Health Officer to deny, suspend or revoke a license shall be in writing and shall state, with specificity, the reasons for the Health Officer's decision and shall state any and all applicable ordinances or orders which may have been violated. The Health Officer shall send to the licensee or license applicant a copy of the written decision by mail or personal service. Said notice shall inform the licensee or applicant of the right to have this decision reviewed and the procedure for such review.
- B. A licensee or applicant aggrieved by a decision of the Health Officer to deny, suspend or revoke a license must send a written request for review and reconsideration to the Health Officer within five working days of receipt of the notice of the Health Officer's decision. This request shall state the grounds upon which the person aggrieved contends that the decision should be reversed or modified.
- C. Within five working days of receipt of the request, the Health Officer may affirm, reverse or modify his initial determination. The Health Officer shall mail or deliver to the licensee or applicant a copy of the Officer's decision. The decision shall advise the licensee or applicant of the right to appeal the decision, the time within which appeal shall be taken and the office or person with whom notice of appeal shall be filed.

- D. An applicant or licensee who wishes to appeal a decision made by the Health Officer on review must file a notice of appeal within 10 days of receipt of the Health Officer's decision for review. The notice of appeal shall be filed or mailed to the Health Officer. The Health Officer shall immediately file said notice with the appeals board.
- E. An applicant or licensee shall be provided a hearing on appeal within 30 days of receipt of the notice of appeal. The Health Officer shall serve the licensee or applicant with notice of the hearing by mail or personal service at least five days before the hearing.
- F. The hearing shall be conducted before the appeals board in accordance with the appeals board policies.
- G. Within 20 days of the hearing, the appeals board shall mail or deliver to the applicant its written determination stating the reasons therefor. This shall be the final tribal determination.

### § 594-17 Temporary orders.

Whenever, as the result of an inspection conducted pursuant to this article, the Health Officer has reasonable cause to believe that any examined food constitutes, or that any construction, sanitary condition, operation or method of operation of the premises or equipment used on the premises creates, an immediate danger to health, the Health Officer may issue a temporary order to prohibit the sale or movement of food for any purpose or prohibit the continued operation or method of operation which creates an immediate danger to health.

### § 594-18 Construction or alteration of food establishments.

- A. Except as provided in Subsection B, no person shall erect, construct, enlarge or alter a food establishment without first submitting to the Health Officer plans (drawings) which clearly show and describe the amount and character of the work proposed and without first receiving Department approval of submitted plans. Such plans shall include floor plan, equipment plan and specifications, wall, floor and ceiling finishes and plans and specifications for food service kitchen ventilation. Submitted plans shall give all information necessary to show compliance with applicable health codes. Submitted plans shall be retained by the Health Officer.
- B. At the option of the Health Officer, plans need not be submitted to execute minor alterations. Minor alterations include, but are not limited to, the replacing or recovering of existing floor, wall, or ceiling coverings or other cosmetic or decorating activities.
- C. Any plans approved by the Department shall not be changed or modified unless the Health Officer has reviewed and approved the modifications or changes.

### § 594-19 Activities subject to licensing.

No person shall operate any of the following without first obtaining a license from the Department, nor shall operate contrary to the terms and conditions of this article:

- A. Restaurant (including concession stands).
- B. Retail food establishment (including vending machines).
- C. Food and beverage establishment (including "Class B" and "Class C" city-licensed establishments).
- D. Food distributors.
- E. Hotels.
- F. Public swimming pool.

### § 594-20 Adoption of regulations.

- A. The Tribe adopts as its own regulation under this article the following:
- (1) Wisconsin Food Code found in the State of Wisconsin Administrative Rules at DHS 196, Appendix A.
- (2) Wisconsin Administrative Rule DHS 195.02 through 195.11
- (3) Wisconsin Administrative Rule DHS 172.
- (4) Wisconsin Administrative Rules DHS 178.
- (5) Wisconsin Administrative Rule SPS 390.
- (6) Chapter 98, Weights and Measures, Wisconsin Statutes.
- (7) Wisconsin Administrative Rules ATCP 53.
- (8) Wisconsin Administrative Rules ATCP 54.
- (9) Sections of Chapter 100, Wisconsin Statutes, pertaining to advertising as follows: §§ 100.18(6) and (8), 100.183 and 100.184.
- (10) National Bureau of Standards (NBS) Handbook 44, United States Department of Commerce, Specifications, Tolerances and Other Technical Requirements for Commercial Weighing and Measuring Devices.
- B. Any reference in these adopted provisions to state or local officials shall be deemed a reference to a comparable tribal official. If there is a conflict between the terms of this article and the terms of the provisions adopted in Subsection A(1) and (2) above, the terms of this article shall govern.

### § 594-21 Penalty for failure to comply.

Any person who fails to comply with the provisions of this article or any order of the Health Officer or his or her authorized agent issued in accordance with this article shall, upon conviction thereof, forfeit not less than \$100 or more than \$1,000 for each day the violation continues and the cost of prosecution for each violation, including court costs and reasonable attorney fees.

### § 594-22 Smoking.

No person shall engage in smoking within the enclosed indoor areas of any building located on the Trust Lands. The Menominee Kenosha Gaming Authority is authorized to make exceptions to this rule only in regard to specifically designated portions of the gaming floor.

### § 594-23 Intentionally Omitted.

### § 594-24 Noise control.

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

### **AMBIENT NOISE**

The all-encompassing noise associated with a given environment, usually being a composite of sounds with many sources near and far, but excluding the noise source being measured.

### A-WEIGHTED SOUND LEVEL

The sound-pressure level in decibels as measured on a sound-level meter using A-weighting network. The level so read is designated dB(A) or dBA.

### COMMERCIAL AREA

All areas within the trust lands.

### **COMMERCIAL PURPOSE**

The use, operation, or maintenance of any sound-amplifying equipment for the purpose of advertising any business or any goods or any services, or for the purpose of attracting the attention of the public to, or advertising for, or soliciting patronage or customers to or for any performance, show, entertainment, exhibition, or event, or for the purpose of demonstrating any such equipment.

### CONSTRUCTION

Any site preparation, assembly, erection, substantial repair, alteration, or similar action, but excluding demolition, for or of public or private rights-of-way, structures, utilities or similar property.

### **CYCLE**

The complete sequence of values of a periodic quantity which occurs during a period.

### **DAYTIME**

The hours from 7:00 a.m. to 10:00 p.m.

### **DECIBEL (dB)**

A unit for measuring the volume of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to reference pressure, which is 20 micropascals (20 micronewtons per square meter).

### **DEMOLITION**

The dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces, or similar property.

### **EMERGENCY**

Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

### **EMERGENCY WORK**

Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

### ENVIRONMENTAL PROTECTION OFFICE(R)/NOISE CONTROL OFFICE(R) (EPO/NCO)

Any designee(s) of the Administrator of Health.

### **FREQUENCY**

The frequency of a function periodic in time is the reciprocal of the primitive period. The unit is the cycle per unit time and shall be specified as cycles per second unless another unit of time is more convenient in a particular case.

### IMPULSIVE SOUND

Sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Examples of sources of impulsive sound include explosions, drop forge impacts, and the discharge of firearms.

### **MICROBAR**

A unit of pressure commonly used in acoustics and is equal to one dyne per square centimeter.

### MOTOR VEHICLE

Has the same definition as that term is defined by Ch. 340, Wis. Stats.

### MUFFLER or SOUND-DISSIPATIVE DEVICE

A device for abating the sound of escaping gases of an internal combustion engine.

### **NIGHTTIME**

The hours of 10:00 p.m. until 7:00 a.m. of the following day.

### **NOISE**

Any sound which is unnecessary, excessive, unnatural, annoying, prolonged or unusually loud in relationship to its time, place and use effect.

### NOISE DISTURBANCE

Any sound which:

- (1) Endangers or injures the safety or health of humans or animals;
- (2) Annoys or disturbs a reasonable person of normal sensitivities; or
- (3) Endangers or injures personal or real property.

### NONCOMMERCIAL PURPOSE

The use, operation, or maintenance of any sound-amplifying equipment for other than a commercial purpose. "Noncommercial purpose" shall mean and include, but shall not be limited to, philanthropic, political, patriotic, and charitable purpose.

### PERIOD

The period of a periodic quantity is the smallest increment of time for which the function repeats itself.

### PERIODIC QUANTITY

Oscillating quantity, the values of which recur for equal increments of time.

### **PERSON**

Any individual, association, partnership, or corporation, and includes any officer, employee, department, agency or instrumentality of a state or any political subdivision of a state.

### POWERED MODEL VEHICLE

Any self-propelled airborne, waterborne, or landborne plane, vessel or vehicle which is not designed to carry persons, including but not limited to any model airplane, boat, car, or rocket.

### **PUBLIC RIGHT-OF-WAY**

Any street, avenue, boulevard, highway, sidewalk or alley or similar place designated a public right-of-way by the Tribe.

### PUBLIC SPACE

Any real property or structures thereon which are designated public space by the Tribe.

### **PURE TONE**

Any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purpose of this section, a pure tone shall exist if the one-third octave band sound-pressure level in the band with the tone exceeds the arithmetic average of the sound-pressure levels of the two contiguous one-third octave bands by five dB for center frequencies of 500 Hz and above and by eight dB for center frequencies between 180 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

### REAL PROPERTY BOUNDARY

An imaginary line along the ground surface, and its vertical extension, which separate the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

### SOUND

An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

### SOUND-AMPLIFYING EQUIPMENT

Any machine or device for the amplification of the human voice, music, or any other sound, but shall not include standard automobile radios when used and heard only by the occupants of the vehicle in which the automobile radio is installed, and as used in this section shall not include warning devices on authorizing emergency vehicles used only for traffic safety, law enforcement, or authorized emergency purposes.

### SOUND LEVEL

The weighted sound-pressure level obtained by the use of a sound-level meter and frequency weighting network, such as A, B, or C, as specified in American National Standards Institute specifications for sound-level meters (ANSI S1.4-1971 or the latest approved revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

### **SOUND-LEVEL METER**

An instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighting networks used to measure sound-pressure levels.

### **SOUND PRESSURE**

The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by sound.

### SOUND-PRESSURE LEVEL

Twenty times the logarithm to the base 10 of the ratio of the RMS sound pressure to the reference pressure of 20 micropascals (20 x 10-6 N/m2). The sound-pressure level is denoted Lp or SPL and is expressed in decibels.

### SOUND TRUCK

Any vehicle, regardless of motive power, whether in motion or stationary, having mounted thereon, or attached thereto, any sound-amplifying equipment.

### WEEKDAY

Any day Monday through Friday which is not a legal holiday.

- B. Noise as defined in this section is hereby declared to be a public nuisance and may be subject to abatement procedures as described herein. Such abatement may be in addition to administrative proceedings, fines and penalties as provided in this article. It shall be the duty of the Health Officer, upon receiving a noise complaint, to determine if a public nuisance exists as defined in this section and to take such action as he or she deems necessary to ensure compliance with this section. Conditions of noise which are specifically exempted or for which a variance permit has been issued in conformity with the provisions of this section shall be exempt from the application of the provisions of this section.
- C. No person shall unreasonably make, continue, or cause to be made or continued any noise or noise disturbance. Noncommercial public speaking and public assembly activities conducted on any public

space or public right-of-way shall be exempt from the operation of this subsection.

- D. The following acts and the causing thereof are declared to be in violation of this section:
- (1) Sound devices.
- (a) Operating, playing or permitting the operation or playing of any radio, television, phonograph, drum, musical instruments, sound amplifier, or similar device which produces, reproduces or amplifies sound:
- [1] Between the hours of 10:00 p.m. and 7:00 a.m. the following day in such a manner as to create a noise disturbance across a real property boundary, except for activities open to the public and for which a permit has been issued by the Department according to criteria set forth in this section.
- [2] In such a manner as to create a noise disturbance in any room in any dwelling unit located in any adjacent premises.
- [3] In such a manner as to create a noise disturbance at 50 feet from such device, when operated in or on a motor vehicle on a public right-of-way or public space.
- [4] In such a manner as to create a noise disturbance to any person other than the operator of the device, when operated by any passenger on a common carrier.
- (b) This subsection shall not apply to noncommercial spoken language covered elsewhere in this section.
- (2) Using or operating for any noncommercial purpose any loudspeaker, public address system, or similar device between the hours of 10:00 p.m. and 8:00 a.m. the following day, such that the sound therefrom creates a noise disturbance across a real property boundary.
- (3) Using or operating for any commercial purpose any loudspeaker, public address system, or similar device such that the sound therefrom causes a noise disturbance across a real property boundary, or between the hours of 5:00 p.m. and 8:00 a.m. the following day on a public right-of-way or public space.
- (4) Operating or permitting the operation of powered model vehicles so as to create a noise disturbance across a real property boundary, or in a public space between the hours of 9:00 p.m. and 7:00 a.m. the following day.
- (5) The intentional sounding or permitting the sounding outdoors of any fire, burglar, or civil defense alarm siren, whistle or similar stationary emergency signaling device, except for emergency purposes or for testing, as provided in Subsection E below.
- (6) Sounding or permitting the sounding of any exterior burglar (or fire) alarm or any motor vehicle burglar alarm unless such alarm is automatically terminated within 15 minutes of activation.
- E. Testing.
- (1) Testing of a stationary emergency signaling device shall occur at the same time of day each time such a test is performed, but not before 9:00 a.m. or after 5:00 p.m. Any such testing shall use only the minimum cycle test time. In no case shall such test time exceed 60 seconds.
- (2) Testing of the complete emergency signaling system, including the functioning of the signaling device and the personnel response to the signaling device, shall not occur more than once in each calendar month. Such testing shall not occur before 9:00 a.m. or after 5:00 p.m. The time limit specified in Subsection E(1) shall not apply to such complete system testing.

- F. Criteria to determine noise.
- (1) Maximum permissible sound levels by land use. No person shall operate or cause to be operated on private property any source of sound in such a manner as to create a sound level which exceeds the limits set forth below when measuring at or within the property boundary of the receiving land use. At all times, the sound-level limit, dBa, on trust lands shall be 70.
- (2) Correction for character of sound. For any source of sound which emits a pure tone or impulsive sound, the maximum sound-level limits set forth in Subsection F(1) shall be reduced by five dBA.
- (3) Exemptions. The provisions of this section shall not apply to refuse collection vehicles, aircraft and airport operations, interstate railway locomotives and cars, and emergency signaling devices.
- G. Method of measuring noise.
- (1) Equipment. Noise measurement shall be made with a sound-level meter manufactured according to the specifications of the American Standards Institute, USA Standard Specifications for General Purposes Sound Level Meters (S1.4-1971) and Preferred Center Frequencies for Acoustical Measurements (S1.6-1960) or any subsequent nationally adopted standards superseding the above standards.
- (2) Location and interpretation. Noise measurement shall be made at the nearest lot line of the premises from which the noise complaint(s) is received and shall be made at a height of at least three feet above the ground and at least three feet away from walls, barriers, obstructions or sound-reflective surfaces. Where the nature of the noise permits, the slow-response setting shall be used to obtain the noise level on the sound-level meter.
- H. Variance permits. Variance permits may be issued by the Department to exceed the noise standards set forth in this section as follows:
- (1) Temporary variance permits.
- (a) General. A temporary variance permit may be issued upon request, provided that the work producing such noise is necessary to promote the public health and/or welfare and reasonable steps are taken to keep such noise at the lowest possible practical level.
- (b) Special community events. A temporary variance permit may be issued for special events, such as circuses, 4th of July celebrations and similar community events, which are limited in duration and are generally acceptable to the Tribe; provided that precautions are taken to maintain the noises produced at the lowest practical level.
- (2) Procedure to obtain a variance permit. Applications for temporary variance permits must be made in writing to the Department and shall contain all of the following pertinent information:
- (a) Dates requested;
- (b) Time and place of operation;
- (c) Equipment and operation involved;
- (d) Necessity for such permit;
- (e) Steps to be taken to minimize noise; and
- (f) Name of responsible person(s) who will be present at the operation site while the noise is produced.

- (3) Variance permits of indefinite duration.
- (a) It is recognized that it is not technically or economically feasible for certain business operations and equipment to comply with the standards set forth herein as of the date of this section. The Tribe shall therefore issue a variance permit on existing business operations and equipment which produces excessive noise if it is found that it is not technically or economically feasible to alter such operation to reduce noise to within the prescribed standards set forth in this section. Applications for such variances must be made to the Department by an affected party in a letter setting forth the reasons that such variance should be granted. The Tribe, after review of all circumstances and the degree of nuisance, shall reply in writing giving the variance, denying the variance, or setting forth conditions or limitations under which the variance will be granted.
- (b) In the event that the Department issues an order citing a violation of this section on an existing business operation and equipment and the party cited applies for a variance within 10 days of such citation, then all penalties provided shall be tolled from the date the application is filed until a final order or decision has been issued on the merits of the application.
- I. Exemptions.
- (1) Construction sites, public utilities, and public works. The criteria as set forth in this section shall not apply to construction sites, public utilities and public works projects and operations during the daytime hours from Monday through Saturday, inclusive; provided, however, that noise production shall be minimized through proper equipment operation and maintenance.
- (2) Emergency operations. Emergency short-term operations which are necessary to protect the health and welfare of the citizens, such as emergency utility and street repair, fallen tree removal or emergency fuel oil delivery, shall be exempt from the criteria as set forth in this section, provided that reasonable steps shall be taken by those in charge of such operations to minimize noise emanating from the same.
- (3) Noises required by law. The provisions of this section shall not apply to any noise required specifically by law for the protection or safety of people or property.
- (4) Lawn mowers, garden tools, etc. Power equipment such as lawn mowers, small lawn and garden tools, riding tractors and snow removal equipment which is necessary for the maintenance of property, is kept in good repair and maintenance and which equipment, when new, would not comply with the standards set forth in this section shall be exempted from the provisions of this section. No person shall operate such equipment, with the exception of snow removal equipment, during the hours of 9:00 p.m. through 8:00 a.m., inclusive.
- (5) Bells, chimes, etc. Bells, chimes and similar devices which signal the time of day and operate during the daytime hours for a duration of no longer than five minutes in any given one-hour period shall be exempt from the daytime noise limitations of this section.
- J. Control of traffic noises.
- (1) Operation of noisy vehicles. No person shall operate any vehicle on the alleys, streets and highways of the trust lands which, as a result of the nature of the vehicle or the manner it is driven, exceeds the noise levels established in the rules and regulations adopted by the Tribe pursuant to this section. The operation of equipment installed on governmental or other authorized emergency operations and for the safety of the public is excluded from the provisions of this subsection.
- (2) Modification of vehicular equipment. No person shall modify or change the exhaust, muffler, intake muffle or any other noise-abatement device of a vehicle in such a manner that the noise emitted by the vehicle is increased above that emitted by the vehicle as originally manufactured.

- (3) Rules and regulations pertaining to the control of traffic noises. The following practices and acts are prohibited regardless of decibel measurement:
- (a) No vehicle shall be operated in such a manner as to produce loud and unnecessary squealing of tires.
- (b) No vehicle shall sound its horn, bell, or other signaling device except as a danger or cautionary warning. Such warning shall only be sounded for a reasonable and necessary period of time.
- (c) No person shall race the engine of a vehicle in such a manner as to produce unreasonably loud and unnecessary engine noises.
- (d) In addition to the above, all subsections within this section will be applied to motor vehicles where applicable.
- K. Appeals. Any person aggrieved by the denial of an application by the Department for an exemption or variance from the provisions of this section shall have the right to appeal therefrom to the Tribal Legislature, provided that a written request therefor is filed with the Chairperson of the Tribe within 10 days after receipt of the notice of such denial. The Tribal Legislature, after a hearing on such appeal, may affirm, modify or overrule the denial from which the appeal is made.
- L. Additional remedy. The operation or maintenance of any device, instrument, vehicle, or machinery in violation of any provision of this section which causes harm, discomfort, or annoyance to reasonable persons of normal sensitiveness or which endangers the public health, safety, welfare, comfort, repose, peace and prosperity of persons in the area shall be deemed, and is declared to be, a public nuisance and may be subject to abatement by a restraining order or injunction issued by Menominee Tribal Court. This is not intended to preclude resort to any other legal remedy.

### § 594-25 Weights and measures.

- A. The federal standards, Wisconsin Statutes and sections thereof, and Wisconsin Administrative Rules listed in this section are adopted by reference and shall be enforced under this section, with violations of the same subject to the penalties set forth in this article.
- B. The system of weights and measures in customary use in the United States and the metric system of weights and measures are jointly recognized, and one or the other of these systems shall be used for all commercial purposes on the trust lands. The definitions of basic units of weight and measures, and weights and measures equivalents, as published by the National Bureau of Standards, are recognized and shall govern weighing and measuring equipment and transactions on the trust lands.
- C. There shall be provided by the Tribe such field standards and such equipment as may be found necessary to carry out the provisions of this section. The field standards shall be verified by the State of Wisconsin Weights and Measures Office upon their initial receipt and at least once each five years thereafter.
- D. The specifications, tolerances and regulations for commercial weighing and measuring devices issued by the National Bureau of Standards shall apply on the trust lands except as modified by rules issued by the State Department of Agriculture, Trade and Consumer Protection.
- E. The Department shall have the custody of the Tribe's standards of weight and measure and of the other standards and equipment provided for by this section and shall keep accurate records of the same. The Department shall enforce the provisions of this section and shall have and keep a general supervision over the weights and measures offered for sale, sold, or in use in the trust lands.
- F. The Department shall have the power to inspect and test, to ascertain if they are correct, all weights and measures kept, offered, or exposed for sale. It shall be the duty of the Department to inspect and test, to

ascertain if they are correct, all weights and measures commercially used in determining the weight measurement or count of commodities or things sold, or offered or exposed for sale, on the basis of weight, measure, or of count, or in computing the basic charge or payment for services rendered on the basis of weight, measure or of count, provided that, with respect to single-service devices, that is, devices designed to be used commercially only once and to be then discarded, and with respect to devices uniformly mass produced, as by means of a mold or die, and not susceptible of individual adjustment, tests may be made on representative samples of such devices, and the lots of which samples are representative shall be held to be correct or incorrect upon the basis of the results of the inspections and tests on such samples.

- G. The Department shall investigate complaints made to it concerning violations of the provisions of this section and shall, upon its own initiative, conduct such investigations as it deems appropriate and advisable to develop information on prevailing procedures in commercial quantity determination and on possible violations of the provisions of this section and to promote the general objective of accuracy in the determination and representation of quantity in commercial transactions.
- H. The Department shall, from time to time, weigh or measure and inspect packages or amounts of commodities kept, offered, or exposed for sale, sold, or in the process of delivery, to determine whether the same contain the amounts represented and whether they are kept, offered, or exposed for sale, or sold, in accordance with law, and when such packages or amounts of commodities are found not to contain the amounts represented, or are found to be kept, offered, or exposed for sale in violation of law, the Department may order them off sale and may so mark or tag them as to show them to be illegal. In carrying out the provisions of this subsection, the Department may employ recognized sampling procedures under which the compliance of a given lot of packages will be determined on the basis of the result obtained on a sample selected from and representative of such lot. No person shall sell or keep, offer, or expose for sale any package or amount of commodity that has been ordered off sale or marked or tagged as provided in this subsection unless and until such package or amount of commodity has been brought into full compliance with all legal requirements, or dispose of any package or amount of commodity that has been ordered off sale or marked or tagged as provided in this subsection and that has not been brought into compliance with legal requirements, in any manner except with the specific approval of the Department.
- I. Vending machines.
- (1) Notice posting of machines not operating properly. Whenever upon inspection of any vending machine it shall be found that such vending machine is not operating properly, the Department or its agent shall cause the vending machine to be placed in a nonvending condition by covering the coin insert slot or other mechanism with the notice prescribed and furnished by the Department or its agent.
- (2) Responsibility. All vending machines in commercial use shall have conspicuously displayed thereon, or immediately adjacent thereto, adequate information detailing the method for the return of monies paid when the product or service cannot be obtained.
- (3) Maintenance. All vending machines in commercial service and all mechanisms and devices attached thereto or used in connection therewith shall continuously be maintained in proper operating condition throughout the period of such service.
- J. Method of sale of commodities.
- (1) Commodities in liquid form shall be sold by liquid measure, and commodities not in liquid form shall be sold by weight, and commodities not in liquid form may be sold by count or measure if such methods are in general use and give accurate information as to the quantity of commodity sold.
- (2) Berries and small fruits may be sold by measure only if in containers having capacities of 1/2 dry pint,

- one dry pint or one dry quart.
- (3) If a commodity is packaged in an aerosol container, it shall be sold by weight (including the propellant).
- (4) This Subsection J shall not apply to commodities sold in compliance with a state or federal law which prescribes another method of sale or to commodities sold for immediate consumption on the premises where sold.
- K. Declaration of quantity.
- (1) No commodity which is marked, tagged or labeled, or for which a sign is displayed, with a selling price, shall be sold unless the weight, measure or count of the commodity is conspicuously declared on the commodity or its tag, label or sign, but a declaration of count is not required if the selling price is for a single unit, or a set or combination of commodities customarily sold to and understood by consumers as a single unit.
- (2) No commodity shall be wrapped or its container made, formed or filled so as to mislead the purchaser, nor shall the qualifying term "when packed" or the terms "jumbo," "giant" or "full" or words of similar import that tend to mislead the purchaser as to the amount of the commodity be used in connection with a declaration of quantity.
- (3) Variation from declared quantity. The magnitude of permitted variations from declared quantity shall be determined by rules set forth by the Wisconsin Department of Agriculture, Trade and Consumer Protection and the facts in the individual case.
- L. Declarations of unit price on random weight packages. Any commodity in package form, the package being one of a lot containing random weights of the same commodity and bearing to total selling price of package, shall bear on the outside of the package a plain and conspicuous declaration of the price per single unit of weight.
- M. Misleading packages. No commodity in package form shall be so wrapped nor shall it be in a container so made, formed or filled as to mislead the purchaser as to the quantity of the contents of the package, and the contents of a container shall not fall below such reasonable standard of fill as may have been prescribed for the commodity in question by the Department or its agent.
- N. Advertising commodities for sale. Whenever a commodity in package form is advertised in any manner and the retail price of the package is stated in the advertisement, there shall be closely and conspicuously associated with such statement of price a declaration of the basic quantity of contents of the package as is required by law or regulation to appear on the package.
- O. Bread. Each loaf of bread and each unit of a twin or multiple loaf of bread, made or produced for sale, kept, offered, exposed for sale, or sold, whether or not the bread is wrapped or sliced, shall be one of the following weights and no others: 1/2 pound, one pound, 1 1/2 pounds, or multiples of one pound avoirdupois weight, within variation or tolerances prescribed in this section, provided that the provisions of this subsection shall not apply to biscuits, buns or rolls weighing four ounces or less or to "stale bread" sold and expressly represented at the time of sale of such, and the marking provisions of this section shall not apply to unwrapped loaves of bread.
- P. Bulk deliveries sold in terms of weight and delivered by vehicle. When a commodity in bulk is delivered by vehicle to an individual purchaser and the commodity is sold in terms of weight units, the delivery shall be accompanied by a duplicate delivery ticket with the following information clearly stated in ink or by means of other indelible marking equipment: the name and address of the vendor; the name and address of the purchaser; and the net weight of the delivery expressed in pounds, but where milk is picked up at farms, only the identity of the vendor and the net weight need be stated. If the net

weight is derived from determination of gross and tare weights, such gross and tare weights also shall be stated in terms of pounds on the ticket. One of these tickets shall be retained by the vendor and the other shall be delivered to the purchaser at the time of delivery of the commodity or shall be surrendered on demand to the inspector or sealer who, if he/she desires to retain it as evidence, shall issue a weight slip in lieu thereof for delivery to the purchaser. If the purchaser carries away his/her purchase, the vendor shall be required only to give to the purchaser at the time of sale a delivery ticket stating the number of pounds of commodity delivered to him or her. If the commodity is to be weighed by the purchaser, the purchaser shall furnish the vendor the duplicated delivery ticket provided for herein.

- Q. Heating oil. All heating oil shall be sold by liquid measure or by net weight. In the case of each delivery of liquid fuel not in package form and in an amount greater than 10 gallons in the case of sale by liquid measure or 100 pounds in the case of sale by weight, there shall be rendered to the purchaser, either at the time of delivery or otherwise between the vendor and the purchaser, a delivery ticket or a written statement on which, in ink or other indelible substance, there shall be clearly and legibly stated:
- (1) The name and address of the vendor;
- (2) The name and address of the purchaser;
- (3) The identity of the type of fuel comprising the delivery;
- (4) The unit price (that is, the price per gallon or per pound, as the case may be) of the fuel delivered;
- (5) In the case of sale by liquid measure, the liquid volume of the delivery together with the print meter readings from which such liquid volume has been computed, expressed in terms of the gallon and its binary or decimal subdivisions; and
- (6) In the case of sale by weight, the net weight of the delivery, together with any weighing scale readings from which such net weight has been computed, expressed in terms of tons or pounds avoirdupois.
- R. Prohibited acts. Persons are prohibited from doing any of the following:
- (1) Hinder, obstruct or impersonate a dealer or inspector.
- (2) Use or have in possession for use in buying or selling any commodity or service, or sell, any incorrect weight or measure or cause a weight or measure to be incorrect.
- (3) Represent in any manner a false quantity in connection with the purchase or sale, or any advertising thereof, of any commodity, thing or service.
- (4) Use or dispose of any rejected weight or measure, or commodity, or remove therefrom any official tag, seal, stamp or mark, without written authority from the Department or its agent.
- S. Presumptive evidence. For the purpose of this section, proof of the existence of a weight or measure or a weighing or measure device in or about any building, enclosure, stand, or vehicle in which or from which it is shown that buying or selling is commonly carried on shall, in the absence of conclusive evidence to the contrary, be presumptive proof of the regular use of such weight or measure or weighing or measuring device for commercial purposes and of such use by the person in charge of such building, enclosure, stand or vehicle.
- T. Lead. Materials used in constructing, remodeling, maintaining or repairing any structure on the trust lands shall comply with accepted standards for lead abatement.

### § 594-26 Violations and penalties.

Any person, firm, corporation or organization found guilty of a violation of any section of this article for

which a specific penalty is not herein provided shall, upon conviction thereof, forfeit the sum of not less than \$25 nor more than \$200, together with the costs of the prosecution. Each and every 24 hours such violation shall continue, except as otherwise provided in this article, shall constitute a separate offense.

### § 594-27 **Scope.**

This article shall apply to any lands owned by the United States of America in trust for the Menominee Indian Tribe that are located in Kenosha County, Wisconsin. These lands are referred to in this article as "trust land" or "trust lands."

### § 594-28 Communication with county.

The Health Officer shall meet with representatives of the Kenosha County Division of Health from time to time as both parties agree to discuss issues of mutual concern.

### Article III Alarms and Emergency 911

### § 594-29 False alarms.

Persons in possession of alarm systems intended to elicit a response from law enforcement personnel or fire department personnel shall pay to the Kenosha City/County Joint Services Board a charge per each false alarm responded to by such personnel according to the following schedule:

- A. First two false alarms: no charge.
- B. Third and fourth false alarm: \$50.
- C. Fifth through eighth false alarm: \$75.
- D. Ninth and 10th false alarm: \$100.
- E. Eleventh through 15th false alarm: \$200.
- F. Sixteenth through 20th false alarm: \$300.
- G. Twenty-first or more false alarms: \$500.

### § 594-30 Emergency 911 system.

All businesses located on lands owned by the United States in trust for the Menominee Indian Tribe that are located in Kenosha County shall be responsible for payment of surcharges on their telephone bills for the purpose of funding the 911 system. Such businesses shall connect to the 911 system in cooperation with the Kenosha City/County Joint Services Board.

### § 594-31 **Scope.**

This article shall apply to lands owned by the United States in trust for the Menominee Indian Tribe that are located in Kenosha County, Wisconsin.

### Article IV Shorelands

### § 594-32 Applicability.

In addition to the land use regulations in Article I, the following regulations shall apply to that portion of the Menominee trust lands located in Kenosha, Wisconsin, that is within 300 feet of the ordinary high-water mark of a river or stream ("shoreland"), as defined on Exhibit "A" attached hereto and incorporated herein by reference.

### § 594-33 Restrictions on cutting of trees and shrubbery. [Amended 2-3-2005]

The cutting of trees and shrubbery shall be regulated to protect natural beauty, control erosion and reduce the flow of effluents, sediments and nutrients from the shorelands. In the strip of land 35 feet wide inland from the ordinary high-water mark, no more than 30 feet in any 100 feet (30%) shall be clear-cut. In shoreland areas more than 35 feet inland, tree and shrubbery cutting shall be governed by the consideration of the effect on water quality and consideration of sound forestry practices and soil conservation practices. The tree and shrubbery cutting regulations required by this section shall not apply to the removal of dead, diseased or dying trees or shrubbery. Paths and trails shall not exceed 10 feet in width and shall be so designed and constructed as to result in the least removal and disruption of shoreland cover and the minimum impairment of natural beauty.

### § 594-34 Protection of rivers and streams.

Withdrawal of water from any river or stream is prohibited. No activities, other than those listed in § 594-33 above, shall be allowed within 75 feet of the ordinary high-water mark of any stream or river. Within the remainder of the shorelands, all activities shall comply with § 594-35 of this article.

### § 594-35 Shoreland permits.

The Community Development Department of the Menominee Indian Tribe, or any other department or entity granted regulatory power to enforce this article by the Menominee Tribal Legislature ("Department"), may issue a stipulated shoreland permit for earthmoving or erection of structures, including utilities, in the shorelands, provided that the use shall not be susceptible to flooding, concentrated runoff, inadequate drainage, adverse soil and topographic conditions or any other features likely to be harmful to the environment or the public interest. Where it is proposed that a stipulated shoreland permit be issued, the Department shall transmit to adjacent property owners within 200 feet of the trust lands, the City and County of Kenosha, and to the Department of Natural Resources a copy of the permit application together with a list of proposed stipulations prepared by the Department. The adjacent property owners, City and County of Kenosha, and Department of Natural Resources shall have 45 days from receipt of the application to recommend to the Department that additional stipulations be imposed on the application. The Department shall not issue the stipulated shoreland permit until the applicant agrees to the stipulations and such stipulated shoreland permit is filed and recorded in the office of the Register of Deeds for Kenosha County. The Department shall notify the Wisconsin Department of Natural Resources of the issuance of all stipulated shoreland permits. All stipulated shoreland permits shall be granted or denied within 60 days after application, unless the time is extended by mutual agreement. The applicant shall post any permit granted in a conspicuous place at the site. Any permit issued in conflict with the provisions of this article shall be null and void.

### § 594-36 Compliance with Administrative Code.

The use of any shorelands shall be conducted in accordance with the provisions of Ch. NR 115, Wis. Adm. Code. Any reference in that chapter to state or local officials shall be deemed a reference to a comparable tribal official. If there is a conflict between the terms of this article and the terms of that chapter, the terms of this article shall govern.

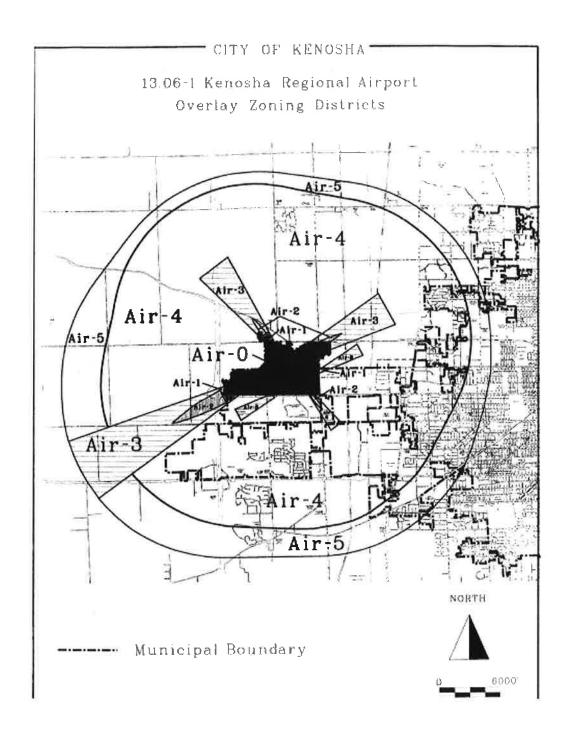
### § 594-37 Violations and penalties. [Amended 2-3-2005]

Any person who fails to comply with the provisions of this article or any order of the Department issued in accordance with this article shall, upon conviction thereof, forfeit not less than \$100 or more than \$1,000 for each day the violation continues and pay the cost of prosecution for each violation, including court costs and reasonable attorney fees.

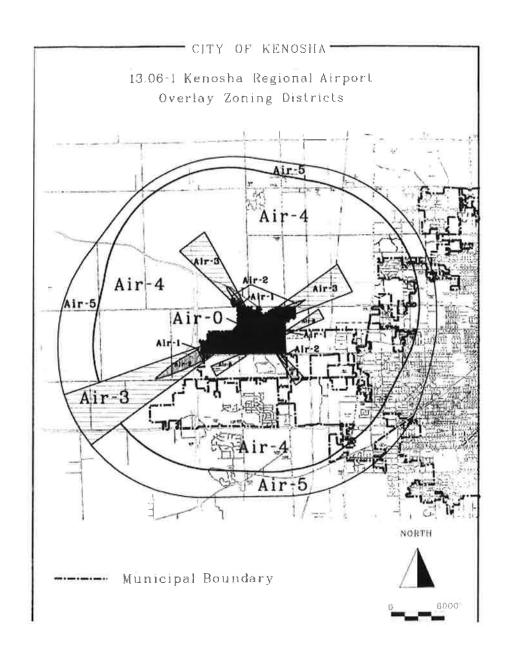
### § 594-38 Administration and enforcement.

This article shall be administered by the Department or any other entity designated by the Menominee Tribal Legislature. The Menominee Tribal Attorney, Menominee Tribal Prosecutor, or other officer designated by the Menominee Tribal Legislature, in coordination with the Department, shall enforce these provisions. In addition to seeking penalties listed in § 594-37 of this article, persons enforcing this article may seek injunctive relief from Tribal Court.

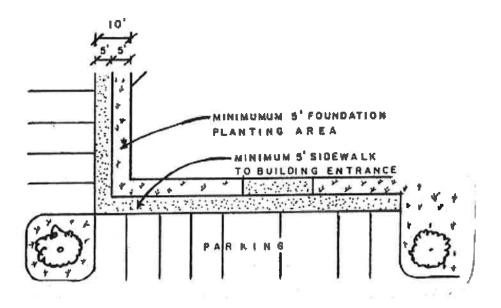
### EXHIBIT 1 KENOSHA REGIONAL AIRPORT OVERLAY ZONING DISTRICTS



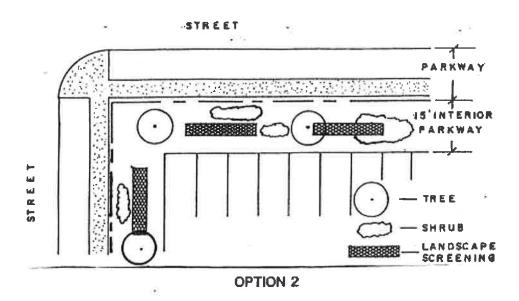
### EXHIBIT 2 AIRPORT HEIGHT LIMITATION ZONING MAP

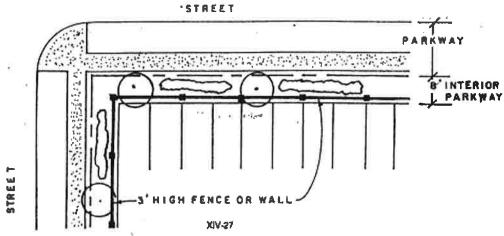


### EXHIBIT 3 LANDSCAPED AREAS

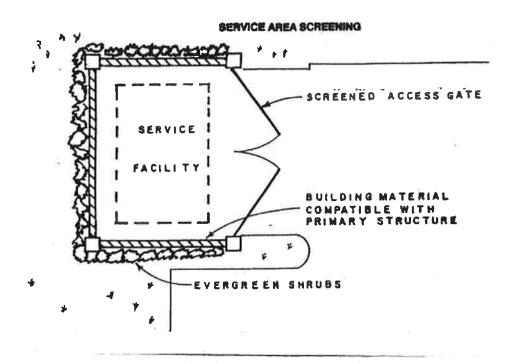


### EXHIBIT 4 COMMERCIAL BUFFER STRIP ABUTTING RESIDENTIAL ZONE





### EXHIBIT 5 COMMERCIAL INTERIOR LAWN PARK LANDSCAPING



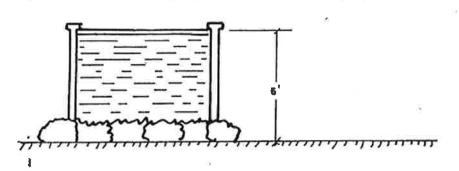
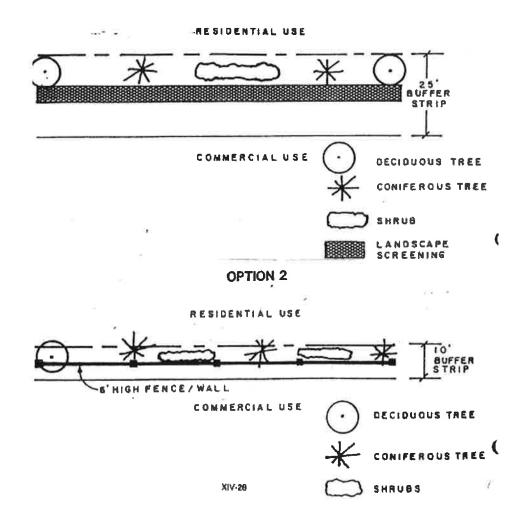


EXHIBIT 6
INTERIOR LAWN PARK LANDSCAPING FOR COMMERCIAL USES

Miniumum Requirements	Option 1	Option 2	Parking Lot Not In View of R-O-W
Width of Interior Lawn Park  Landscape Screening (Select One):	15 Feet	8 Feet	Not Required
- Berming (Height % of Frontage)	3 Feet/50%	N/A	Not Required
- Masonry Wall (Height % of Frontage)	3 Feet/50%	3 Feet/100%	2
- Screen Fence of Wood or Other Material (Height % of	3 Feet 50%	2 Feet/100%	
Frontage)			n e
PLANTINGS: Number of Trees	One Tree Per 40 Feet of Linear Street Frontage	One Tree per 40 Feet of Linear Street Frontage	Not Required
SIZE AT INSTALLATION:			
Deciduous Trees	2.5"Cal.		
Coniferous Trees	6 Feet		
Ornamental Trees	Clump Tree 5'		
	Cal. Tree 2.5"		
Percent of Trees to be Coniferous	50%	75%	
SHRUBS:			
- Percent of Frontage	50%	75%	
<ul> <li>Percent to be Coniferous</li> </ul>	50%	50%	
- Planting Size	Coniferous – 18"	Coniferous – 24"	
	Deciduous – 3 Ft	Deciduous – 3 Ft	

### EXHIBIT 7 COMMERCIAL BUFFER STRIPS ABUTTING NONRESIDENTIAL ZONE



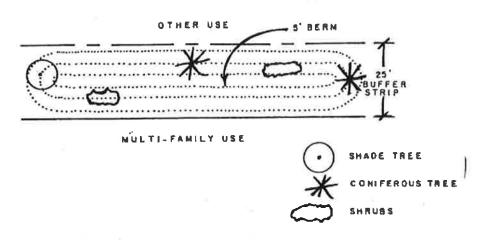
### EXHIBIT 8 BUFFER STRIPS FOR COMMERCIAL USES

Minimum Requirements	OPTION 1	OPTION 2	
	Commercial Use	Commercial Use	Commercial
· ·	Adjacent To	Adjacent To	Use Adjacent To
	Residential	Residential	Nonresidential
MINIMUM WIDTH OF BUFFERS	25 Feet	10 Feet	10 Feet
NUMBER OF TREES	One Tree Per 40	One Tree Per 40	One Tree Per 60
	Feet of Linear	Feet of Linear	Feet of Linear
	Buffer Strip	Buffer Strip	Buffer Strip
SIZE OF TREES AT			
INSTALLATION:			
- Deciduous Trees	2.5" Cal.	2.5" Cal.	2.5" Cal.
- Coniferous Trees	5 Feet	5 Feet	5 Feet
- Ornamental Trees	Clump Tree—5'	Clump Tree—5'	Clump Tree—5'
	Cal. Tree—2"	Cal. Tree—2"	Cal. Tree—2"
PERCENT OF TREES TO BE			
CONIFEROUS	50%	75%	25%
SHRUBS			
- % of Buffer Strip to be Planted	25%	40%	20%
with Shrubs			
- % of Shrubs to be Coniferous	50%	50%	50%
- Size of Deciduous Shrubs	3 Feet	3 Feet	
- Size of Coniferous Shrubs	18 Inches	18 Inches	3 Feet
			18 Inches
SCREEN FENCE OR WALL			
SCREEN FENCE OR WALL - Height Above Grade	6 Feet	6 Feet	Not Required
	6 Feet 100% -or-	6 Feet 100%	Not Required Not Required

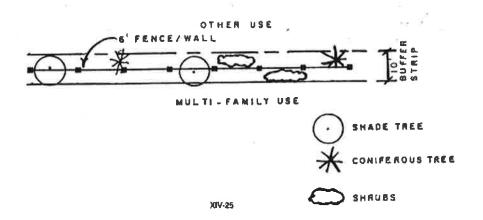
5 Feet	Not Required	Not Required
100%	Not Required	Not Required
	~	
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### EXHIBIT 9 SERVICE AREA SCREENING

### **OPTION 1**

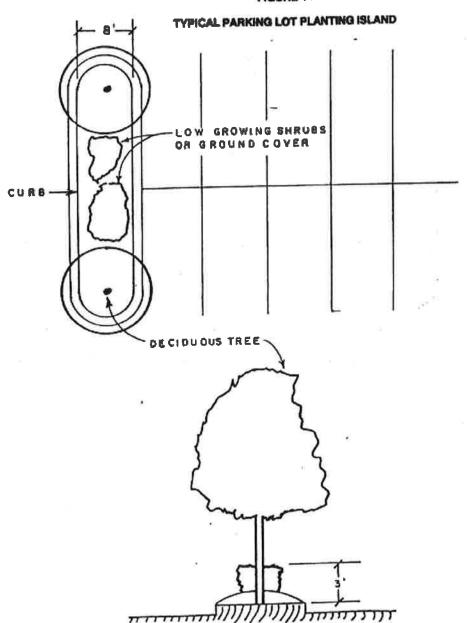


### **OPTION 2**



### EXHIBIT 10 TYPICAL PARKING LOT PLANTING ISLAND

FIGURE 14



### **Chapter 594 Menominee Tribal Code**

### Exhibit 11

### **Definitions**

- "Administrative offices" means office space necessary to support any of the facilities and operations of any of the activities permitted.
- "Adult Entertainment" means an establishment or business which regularly or on a frequently recurring basis, features entertainment that is distinguished or characterized by an emphasis on the exhibiting of "specified anatomical areas" or "specified sexual activities" for observation by patrons therein, or which holds itself out or identifies itself to the public by its name, signs and/or advertising as an establishment where such entertainment occurs regularly or on a frequently recurring basis, including, without limitation, by verbal or pictorial allusions to sexual stimulation or gratification, or by references to "adult entertainment," "strippers," "showgirls," "exotic dancers," "gentlemen's club," or similar terms.
- "Amusement enterprises" means establishments used for indoor public entertainment or commercial recreational uses including but not limited to video or other mechanical games, and amusement rides
- "Conference or Convention center" means building or buildings and related facilities used to host gatherings related to meetings, conventions, or other related purposes
- "Gaming facilities" means building or buildings where Class II or Class III gaming is conducted in compliance with federal and Tribal law.
- "Indoor warehouse and storage buildings as ancillary facilities to the principal use(s)" means those warehouse or storage buildings necessary to support any of the facilities and operations of any of the permitted activities.
- "Recreational vehicle park" means any location where a customer or patron of the facilities may park a recreational vehicle for the purposes of lodging during a period when said customer or patron is utilizing the facilities. Recreational vehicle utility hookups are not permitted.
- "Tavern, cocktail lounge, and nightclub" means any building or area within a building where the sale of on premises beer, wine, liquor or other alcohol is permitted with a license issued pursuant to Wisconsin Statute Chapter 125.
- "Theater, indoor and outdoor, excluding adult entertainment" means a building or area within a building used to provide dramatic, musical, comedy, or similar entertainment.

### INTERGOVERNMENTAL AGREEMENT EXHIBIT D MINIMUM PAYMENT ILLUSTRATION

### INTERGOVERNMENTAL AGREEMENT EXHIBIT D

### MINIMUM PAYMENT ILLUSTRATION

This is an illustration of how the net win and minimum payments will work under this agreement. This is not a projection of Net Win. The county does not expect there to be any Net Win payments in Calendar Year 1 as construction of the casino will take anywhere from 18 to 24 months.

### Example #1 - Calendar Year 1

### Assumptions:

- Land is placed into Trust January 17, 20xx
- No Net win for calendar year 1 casino under construction

### Therefore:

- The number of days remaining in Calendar Year 1 including the date the land is placed into trust (January 17, 20xx) through December 31, 20xx is 349 days.
- The applicable payment as a percent of net win for Calendar Year 1 is 1%
- The minimum annual payment for Calendar Year 1 is \$50,000.
  - No Net Win in Calendar Year 1
  - o Minimum payment  $(\$50,000 \times 349/365) = \$47,808$
- Payment for Year 1: \$47,808

### Example #2 - Calendar Year 3

### Assumptions:

- Net Win for 1<sup>st</sup> quarter (January 1, 20xx March 31, 20xx) is \$1,000,000.
- Net Win for 2<sup>nd</sup> quarter (April 1, 20xx June 30, 20xx) is \$6,000,000.
- Net Win for 3<sup>rd</sup> quarter (July 1, 20xx September 30, 20xx) is \$8,000,000.
- Net Win for 4<sup>th</sup> quarter (October 1, 20xx December 31, 20xx) if \$15,000,000.

### Therefore:

- This is a full calendar year; no proration is required.
- The applicable payment as a percent of Net Win for Calendar Year 3 is 1%.
- The minimum annual payment for Calendar Year 3 is \$500,000.

### Calculation of Net Win Payments to the County for Calendar Year 3 – Section 2(A)(1):

	Jan-March	April-June	July-Sept.	Oct-Dec	Total
Net Win (see assumption above)	\$1,000,000	\$6,000,000	\$8,000,000	\$15,000,000	
Payment to County of 1% of Net Win	\$10,000	\$60,000	\$80,000	\$150,000	\$300,000

Total of the four quarters of Net Win payments to the County for Calendar Year 3 is \$300,000.

### When Minimum Payment is Due and Payable:

- Compare the minimum annual payment for Calendar Year 3 (\$500,000) to the calculation of the total of the four quarters of Net Win payments to the County (\$300,000) for Calendar Year 3.
- Since the minimum payment (\$500,000) is greater than the total of the four quarters of the Net Win payments made to the County (\$300,000) by \$200,000, an additional payment of \$200,000 would be due and payable to the County by February 14 (45 days after the close of the Calendar Year) of Calendar Year 4 under Section 2(A)(3).
- Any adjustment which may be due under Section (2)(A)(4) of this Agreement (Certification of Net Win) is not included in this example.

### Example #3 - Calendar Year 9 to 10

### Assumptions:

- Net Win for 1st quarter (January 1, 20xx March 31, 20xx) is \$65,000,000.
- Net Win for 2<sup>nd</sup> quarter (April 1, 20xx June 30, 20xx) is \$67,000,000.
- Net Win for 3<sup>rd</sup> quarter (July 1, 20xx September 30, 20xx) is \$72,000,000.
- Net Win for 4<sup>th</sup> quarter (October 1, 20xx December 31, 20xx) if \$79,086,000.
- CPI-U for January/Calendar Year 10 is 185.2.
- CPI-U for January/Calendar Year 9 is 181.7.

### Therefore:

- The applicable payment as a percent of Net Win for Calendar Year 10 is 1.33%.
- The minimum annual payment for Calendar Year 10 is \$1,000,000 adjusted by the CPI-U as provided in Section 2(A)(2) of the Agreement.

### Calculation of Net Win Payments to the County for Calendar Year 10 – Section 2(A)(1):

	Jan-March	April-June	July-Sept.	Oct-Dec	Total
Net Win	\$65,000,000	\$67,000,000	\$72,000,000	\$79,086,000	
(see assumption above) Payment to County of 1.33% of Net Win	\$864,500	\$891,100	\$957,600	\$1,051,844	\$3,765,044

Total of the four quarters of Net Win payments to the County for Calendar Year 10 is \$3,765,044.

### Calculation of Minimum Payment for Calendar Year 10 – Section 2(A)(2):

\$1,000,000 (minimum payment for Calendar Year 10) multiplied by 185.2 (assumed CPI-U for Calendar Year 10) divided by 181.7 (assumed CPI-U for Calendar Year 9) equals \$1,019,263.

### When Minimum Payment is Due and Payable:

- Compare the minimum annual payment for Calendar Year 10 (\$1,019,263) to the calculation of the total of the four quarters of Net Win payments to the County for Calendar Year 10 (\$3,765,044).
- The total of the four quarters of the Net Win payments made to the County (\$3,765,044) is greater than the annual minimum payment (\$1,019,263), therefore there is no additional payment due and payable to the County for Calendar Year 10 under Section 2(A)(2) of this Agreement.
- Any adjustment which may be due under Section (2)(A)(4) of this Agreement (Certification of Net Win) is not included in this example.

### INTERGOVERNMENTAL AGREEMENT EXHIBIT E

[TO BE ADDED]

## INTERGOVERNMENTAL AGREEMENT

### EXHIBIT "E"

# PLANNED CONSTRUCTION AND PHYSICAL DEVELOPMENT

The Tribe and the Authority (hereinafter "Authority") intend, subject to availability of financing and capital at reasonable terms, conditions and costs, to develop the Kenosha Facility and undertake related development in accordance with the planned construction and physical development described below:

- The Authority intends to transfer approximately 60 acres (described in Exhibit A of the Intergovernmental Agreement) to the United States of America, in trust for the Menominee Indian Tribe of Wisconsin.
- and Hard Rock Live on the property. The intent is to build all three areas simultaneously; however, it is possible that the Hard Rock Live and / or Hotel construction may be delayed until after the Casino is in operation and generating revenue due to the availability of financing The Authority intends to Upon acquisition into trust by the United States, the Authority shall develop a Casino, Hotel, a variety of amenities on reasonable terms. Financing on reasonable terms shall mean: a) an interest rate of 9% or less along with a debt service leverage ratio of four times or less; and b) The forward looking annual distributions to Tribal government after payment of debt, interest, and compliance with other financing terms of the refinancing are equal to or greater than 15% of annual Class III Net Win at the Kenosha Facility
- Not withstanding the foregoing, the Hard Rock Live amenities shall be built and ready for use within seven years from the establishment of the Federal Trust Land. 2.3.
- The Kenosha Facility will be permanent in nature, and not temporary and/or disposable in nature. 4.
- The current approved concept program (subject to change based on availability of financing on reasonable terms) is shown in Table 1 below: 4.5

Table 1

CASINO

### Gaming Positions / Sq. Footage

1,500	55	TBD	approx. 70,000 sq. ft
Slots	Tables	Sports Book	Square Footage of Gaming Areas and Support Areas

approx. 25,000 sq. ft

# Food & Beverage Type / Sq. Footage

Hard Rock Café	(150 seats)	5,200 sq. ft
Marketplace / Buffet	(250 seats)	10,200 sq. ft
Steakhouse	(87 seats)	3,200 sq. ft
Asian Restaurant	(95 seats)	3,200 sq. ft
Other F&B	(170 seats)	7,000 sq. ft

## Parking

Valet and Surface 2,375 spaces

HOTFI

## **Guest Rooms**

Standard Rooms 119
Guest Suites 31

# Conference / Meeting Space

Ballroom and Support Space

18,375 sq. ft

(567 seats)

## Recreational Facilities

Health Club

Spa

TBD

1,280 sq. ft

Size

Seating Capacity

Type of Building

Enclosed for year round use square footage

2,000

22,000 sq. ft.

### **EXHIBIT F**

## AGREEMENT REGARDING SALES TAX BETWEEN THE MENOMINEE INDIAN TRIBE OF WISCONSIN, THE MENOMINEE KENOSHA GAMING AUTHORITY AND THE COUNTY OF KENOSHA

This Agreement is entered into by and between the MENOMINEE INDIAN TRIBE OF WISCONSIN, a federally recognized Indian tribe (the "Tribe"), the MENOMINEE KENOSHA GAMING AUTHORITY, (hereinafter the "Authority") a gaming entity formed by the Tribe and the COUNTY OF KENOSHA (hereinafter the "County") (collectively, the "Parties" or a "Party").

### WITNESSETH:

WHEREAS, the Tribe and the Authority seek to develop a destination gaming facility and related development on lands to be held in trust by the United States (the "Facility") in Kenosha, Wisconsin; and

WHEREAS, the Tribe or Authority will enact a sales tax ordinance applicable to certain sales transactions executed on the Tribe's trust lands in Kenosha, Wisconsin; and

WHEREAS, the intent of a Tribal sales tax is to generate revenue for Tribal government; and

**WHEREAS**, the Tribe or Authority will collect its sales tax from patrons traveling to the Tribe's trust lands; and

WHEREAS, Kenosha County is responsible for the building and maintenance of a large portion of the road system within Kenosha County; and

WHEREAS, it is in the interest of the Tribe and Authority that the roads of Kenosha County are maintained at a high standard; and

WHEREAS, the Tribe, the Authority and the County desire to enter into an Agreement under which the Authority will provide funds to the County to be used for road and road infrastructure building and maintenance;

**NOW,** THEREFORE, in exchange for the mutual covenants and promises set forth below, the Parties hereby agree as follows:

## A. ENACTMENT OF SALES TAX

The Tribe or Authority shall enact and maintain a Tribal sales tax at a rate equal to the State of Wisconsin sales tax and any applicable County sales tax. This tax shall apply to sales made by the Authority on the trust land that are not subject to the State of Wisconsin's sales or use tax. The Tribal sales tax shall tax sales in a substantially similar manner as the State of Wisconsin Sales tax. The tax shall be effective on the date the trust lands are

accepted into trust by the United States.

### B. PAYMENT TO THE COUNTY AND AUDIT

The Tribe or Authority shall pay to the County 75% of the tax collected by the Tribe or Authority pursuant to the sales tax ordinance referenced in Section I, above beginning on the date the first payment is made through Calendar Year 8. Beginning in Calendar Year Nine the Authority shall no longer pay to the County 75% of such tax collected, but instead shall pay to the County 25% of such tax collected. Such payments shall be made in accordance with the payment schedule in Appendix A to this Agreement. Any good or service provided to customers of the Authority without charge shall not be subject to the Tribal sales tax ordinance. Any good or service provided to customers of the Authority who are members of the Menominee Indian Tribe of Wisconsin shall not be subject to the Tribal sales tax ordinance.

The Authority will provide an audit and sales tax report to the County annually as part of the audit provided to the County under the terms and conditions provided for in the Intergovernmental Agreement between County of Kenosha and the Menominee Indian Tribe of Wisconsin and the Menominee Kenosha Gaming Authority. In the event that sufficient information is not provided in such audit so as to accurately reflect sales tax revenues, the Authority shall allow the County to have an audit performed at the Tribe's expense.

If the audit shows that the payments to the County under this Agreement were less than the payments that should have been paid to the County pursuant to the terms of this Agreement, the Tribe or the Authority shall, within 60 days after receipt of the audit, make a separate payment to the County of the difference between such amounts. If the audit shows that the payments to the County were more than the payments that should have been paid to the County pursuant to the terms of this Agreement, the County shall, within 60 days after receipt of the audit, make a payment to the Tribe or Authority of the difference between such amounts.

## C. COUNTY USE OF FUNDS

All funds paid to the County by the Authority pursuant to Section II, above, shall be used by the County for general infrastructure projects, including but not limited to, road or road infrastructure construction or maintenance on roads falling within the jurisdiction of the County, equipment, labor, materials, capital improvement funds, highway related debt service or sinking funds for highway purposes, broadband and other county identified projects.

The County shall, within ninety (90) days of the Federal Trust Lands going into Trust, and annually thereafter, prepare and maintain a list of infrastructure and county projects that will benefit both the Menominee Tribal Trust lands and the citizens of Kenosha County. The County shall consult with the Tribe in creating said list. The County shall select one or more projects or purposes from the list presented, and if more than one project or purpose is chosen, shall prioritize the projects or purposes chosen. Funds collected by the County

pursuant to this Agreement shall be used only for the projects or purposes listed in this section.

County shall maintain funds received under this Agreement in a separate ledger and shall provide a report to the Tribe annually based on the County's audit showing how such funds were or will be used.

## D. TERM

The term of this Agreement shall continue for so long as the Tribe or the Authority makes sales on the Trust land subject to the Tribal sales tax ordinance.

## E. DEFAULT

- 1. In the event that any of the Parties to this Agreement believe that any other Party is not fulfilling any of that Party's obligations under this Agreement, the Party alleging a default shall serve notice upon the defaulting Party. The Party against whom a default is asserted shall have 30 days from receipt of such notice to cure any alleged default of its obligation. If the Party against whom a default is asserted fails to cure its default during this period, the Parties shall meet to informally mediate the dispute within 30 days after the Party requesting such a meeting serves notice on the other Party.
- 2. If after such meeting the dispute is not resolved, the dispute may be litigated in the United States District Court for the Eastern District of Wisconsin, the Seventh Circuit Court of Appeals, and the United Sates Supreme Court, or if such federal courts will not hear disputes related to this Agreement, in the State Circuit Court for Kenosha County, the State Court of Appeals and the State Supreme Court.

## F. LIMITED WAIVER OF TRIBAL IMMUNITY

The Tribe and Authority agree to waive any sovereign immunity enjoyed by the Tribe or Authority to enforce any dispute or claim arising under this Agreement. The Tribe, Authority and County consent to be sued in the United States District Court for the Eastern District of Wisconsin, the Seventh Circuit Court of Appeals, and the United Sates Supreme Court in connection with such disputes or claims. If such federal courts will not hear a dispute or claim arising under this Agreement, the Authority and County consent to be sued in the State Circuit Court for Kenosha County, the State Court of Appeals and the State Supreme Court in connection with such disputes or claims. No Party to this Agreement shall contest jurisdiction or venue of the above-referenced courts. The Authority shall not invoke the doctrine of exhaustion of tribal or other administrative remedies to defeat or delay such jurisdiction or proceeding.

Pursuant to Article XIII, Section 4(c) of the Tribe's constitution, in any suit against the Tribe or the Authority for monetary damages, the parties to this Agreement agree that such damages shall be limited to the undistributed or future net revenues or other assets of the Authority and/or other tribal gaming businesses established for the purposes of owning and operating the Facility.

## G. TERMINATION

This Agreement may be terminated upon the mutual agreement of the Parties, or pursuant to Section I of this Agreement.

## H. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and duly authorized assigns of each Party pursuant to the terms of this Agreement.

## I. NON-ASSIGNABILITY

None of the Parties may assign this Agreement without the express written consent of each of the other Parties.

## J. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties and supersedes all prior agreements or understandings between the Parties, whether written or oral.

## K. NO THIRD-PARTY BENEFICIARY

This Agreement is personal to the parties to this Agreement and is not intended for the benefit of any other party.

### L. AMENDMENT

This Agreement may only be amended upon the written agreement of the Parties.

### M. GOOD FAITH

The parties to this Agreement agree that this Agreement imposes upon them a duty of good faith and fair dealing and further agree not to act or fail to act in such a manner as to directly or indirectly impair the obligations set forth herein.

## N. INTEREST ON LATE PAYMENTS

Interest on any late payment due under this Agreement shall accrue at the rate of one and one-half (1.5%) percent per month on the unpaid balance due until paid in full. Any partial payments of the unpaid balance due shall first be applied to accrued interest with the remainder, if any, next applied to the unpaid balance.

## O. DISPUTE RESOLUTION

Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected parties a

statement of the claim, dispute or other matter in question. The parties shall meet promptly after such statement is filed and shall endeavor in good faith to resolve any such claim, dispute or other matter in question amicably. If such meeting does not resolve the claim, dispute or other matter in question, a demand for mediation shall be filed in writing with the other affected parties and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Any mediation conducted pursuant to this Section XV shall be held in accordance with the rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. If the mediation fails to resolve the claim, dispute or other matter in question, arbitration shall not be available, and shall not be considered a condition precedent to the commencement of legal or equitable proceedings based upon such claim, dispute or other matter in question. If a demand for mediation has been made under this Section XV of this Agreement but such mediation has either not occurred or has not resolved the claim(s) subject to such mediation before the applicable statute of limitations for such claim(s) has run, a party to this Agreement may avail itself of any legal or equitable remedy available to the party without concluding the mediation. In the event that mediation does not resolve a claim, dispute or other matter in question, this Agreement is intended to provide each party with a right and standing to challenge any act or omission which violates this Agreement in the United States District Court for the Eastern District of Wisconsin and all related federal appellate courts or, if such United States District Court cannot hear or refuses to hear such dispute, State Circuit Court in and for Kenosha County and all related State appellate courts. This Agreement is further intended to provide each party with a right and standing to seek any available legal or equitable remedy to enforce this Agreement and to seek damages for the breach of this Agreement in such enumerated courts. Pursuant to Article XIII, Section 4(c) of the Tribe's constitution, in any suit against the Tribe or the Authority for monetary damages, the parties agree that such damages shall be limited to the undistributed or future Net Revenues or other assets of the Authority and/or other tribal gaming business established for the purposes of owning and operating the Kenosha Facility.

## P. PREVAILING PARTY TO RECEIVE COSTS AND FEES

In the event of litigation arising under this Agreement, the prevailing party in any such litigation shall be entitled to an award and judgment for its reasonable attorney's fees and any statutory costs.

## Q. GOVERNING LAW

This Agreement shall be governed by the laws of the United States of America and of the State of Wisconsin.

## R. AUTHORIZATION

The Tribe, the Authority, and the County each represent and warrant that each has performed all acts precedent to adoption of this Agreement, including, but not limited to,

matters of procedure and notice, and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such party is duly and fully authorized to so execute and deliver this Agreement.

## S. NOTICES

All notices required to be given hereunder shall be given in writing, sent by either personal delivery, certified mail, return receipt requested, or overnight mail. If sent via personal delivery, the notice shall be effective on the date of delivery. If sent by certified mail, the notice shall be deemed effective five (5) days after such mailing, not counting the day such notice was sent. If sent by overnight mail, the notice shall be effective on the date of delivery. All notices shall be addressed as follows:

To the County:

County Clerk County of Kenosha 1010 56th Street Kenosha, WI 53140

To the Tribe:

Tribal Chairman

Menominee Indian Tribe of Wisconsin W2908 Tribal Office Loop Road

Keshena, WI 54135

To the Authority:

Menominee Kenosha Gaming Authority

Menominee Tribe of Indians W2908 Tribal Office Loop Road

Keshena, WI 54135

## T. NO CHALLENGES TO THE AGREEMENT

The Tribe, the Authority and the County hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Agreement, any procedure or proceeding undertaken to adopt this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose or in any other way, to initiate, promote or support the opposition of approvals required under this Agreement or to hinder, obstruct or unduly delay any of the actions required or contemplated by this Agreement. This paragraph shall not be construed to prevent a party to this Agreement from commencing a declaratory judgment action regarding the interpretation of this Agreement. In the event of a challenge to the validity of this Agreement by any third party, the Tribe, the Authority and the County shall each defend the validity and enforceability of this Agreement in any administrative or judicial proceeding.

## U. SEVERABILITY

Except for this Section, Section IV, Section VI, Section XIII, Section XV, Section XX, and

Section XXV, no provision of this Agreement is severable from this Agreement. In the event that any provision of this Agreement is adjudged by any court of competent jurisdiction or federal agency having jurisdiction over this Agreement or Indian gaming to be invalid, ineffective or unenforceable, in whole or in part, the parties shall promptly meet to discuss how they might satisfy the terms of this Agreement by alternative means. The parties shall use their best efforts to find, design and implement a means of successfully effectuating the terms of this Agreement. If necessary, parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits, and burdens of this Agreement. In the event the parties are not able to reach agreement in such situation, the dispute resolution procedure of Section XV of this Agreement shall apply.

## V. NO LIABILITY FOR ACTS PRIOR TO THE AGREEMENT

Except as subject to a specific, written agreement, no party shall incur any liability for any acts undertaken during the discussion, negotiation, execution or the processes undertaken to secure any approval required to effectuate this Agreement, whether or not all necessary approvals to make this Agreement effective are obtained.

### W. CAPTIONS

The captions contained in this Agreement are inserted only as matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

## X. AGREEMENT IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.

## Y. TRIBE TO GUARANTEE AUTHORITY'S PERFORMANCE

The Tribe agrees that it will guarantee the performance of any duty or obligation of the Authority under this Agreement, and either perform such duty or obligation or cause its performance by the Authority, within ten (10) days of its receipt of notice from the County of the Authority's failure to perform any such duties or obligations.

## Z. EFFECTIVE DATE

This Agreement shall be effective upon its execution by all of the Parties of this Agreement and upon execution of all the Parties of the intergovernmental agreement between these parties.

## COUNTY OF KENOSHA, WISCONSIN

## APPENDIX A

Collection Month of Sales Tax	Payment Date
-------------------------------	--------------

January	Last calendar day of February
February	Last calendar day of March
March	Last calendar day of April
April	Last calendar day of May
May	Last calendar day of June
June	Last calendar day of July
July	Last calendar day of August
August	Last calendar day of September
September	Last calendar day of October
October	Last calendar day of November
November	Last calendar day of December
December	Last calendar day of January

## KENOSHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: Resolution to Approve the PROBAT Wilmot Mountain 11931 Fox River Road Wilmo										
Original ⊠ Corrected □	2 <sup>nd</sup> Correction □ Resubmitted □									
Date Submitted: November 13, 2023	Date	Resubr	mitted:							
Submitted By: Judiciary & Law Enforcement Committee										
Fiscal Note Attached □	Legal	Note A	\ttached							
Prepared By: Eric Klinkhammer Captain of Field Operations	Signa	Signature:								
WHEREAS, the application of <u>VR WM Holdings LLC DBA Wilmot Mountain</u> for a probationary cabaret license <u>Wilmot Mountain 11931 Fox River Road WI 53192</u> , in the <u>Town of Randall</u> , was made during the month of <u>October</u> , 2023, was turned over to this office on <u>October 27, 2023</u> , and WHEREAS, the Kenosha Sheriff's Department has conducted an inspection of the premises, and WHEREAS, the premises were found to be in conformity with the Cabaret Ordinance Number 8.02, and										
NOW, THEREFORE BE IT RESOLVED, that because probationary license be granted to VR WM Holdings I				by the license holder, a						
Respectfully JUDICIARY AND LAW ENF			<u>MITTEE</u>							
$\mathcal{D} = \mathcal{D} = \mathcal{D}$	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	Excused						
Supervisor Brian Bashaw, Chair	M									
Supervisor Zach Bodriguez, Vice Chair	Ż									
Supervisor Vaura Belsky	X									
Supervisor Mark Nordigian				Ō						
Supervisor Erin Decker				×						
Supervisor John Franco										

Supervisor Jeff Wamboldt



## **KENOSHA SHERIFF**

FIELD CASE REPORT

CASE# 2023-00345946

F		TED DATE/TIME 6/2023	16:09	OCCURRED INCIDENT	Liqu		Violation							
EVENT		RED FROM DATE		11/06/2023			OCATION OF OCCU 11931 FC WILMOT			D /				
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		STATUTE/DESCR	RIPTION									cou	INTS	ATTEMPT/COMMIT
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	JACKET Adul Othe	SUBJECT TYPE				ST, FRST, MODLE LES CHUC								
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SUBJECT	RACE					OT WI 5319 SEX	12-	HEIGHT or RA	NGE	WEIGHT or RANGE	HAR	Ta	EYE	
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	Demir	CATIONTIFE			- 1	Philoder Phone	Cellular Pho	one	PHONE 92	27		PHONE #3		
$ldsymbol{le}}}}}}$						(970)333-1	723					,		
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	Adul	SUBJECT TYPE			NAME (LAS	ST, FIRST, WIDOLE	SUFFIX)							
	Other	·			SCHUE	KEGEL E	MILY							
片	DOB		AGE or A	AGE RANGE	ADDRESS (S	STREET, CITY, STA	R RD							
SUBJECT					WILMO	T WI 5319								
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ធ	White	9				Female					Unknow	n l	Jnkno	own
	DENTIFA	CATION TYPE			-	PRIMARY PHONE	Cellular Pho	one	PHONE #2			PHONE #3		
					k	(847)830-4	168							
					"									
	JACKET	SUBJECT TYPE			NAME (LAS	ST, FIRST, MIDDLE	SUFFIX)							
SUBJECT	DOB		AGE or A	AGE RANGE	ADDRESS (S	STREET, CITY, STA	ATE, ZIP)							
줐	RACE				19	SEX	-	HEIGHT or RA	YGE	WEIGHT or RANGE	HAR	IE.	YE	
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	DENTIFY	ATION TYPE			- I	PRIMARY PHONE			PHONE #2	<u> </u>	<u> </u>	PHONE #3		
	Jan 18				ľ									
Ш									L					

REPORTING OFFICER	DATE	REVIEWED BY	
Tritschler Thomas 344	11/6/2023	Staples, Horace J	11/08/2023



## KENOSHA SHERIFF FIELD CASE REPORT

CASE# 2023-00345946

### **NARRATIVE**

- O- General Manager Chuck Randles (970) 333-1723
- O- Assistant Food and Beverage Manager Emily Schubkegel (847) 830-4168

### NARRATIVE:

On 11/03/2023, at approximately 1704 hours, Deputy Tritschler #344 received an email regarding completing a Cabaret license application check/Liquor License check at Wilmot Mountain located at 11931 Fox River Road.

On 11/06/2023, at approximately 1609 hours, I responded to Wilmot Mountain Ski Hills to complete the Cabaret license application check.

Wilmot Mountain is located in the Town of Randall and the Village of Salem Lakes just north of the Wisconsin/Illinois border and is on approximately 120 acres. The main buildings that guests and staff use during hours of operation sit on the mountain's northeast side and can be accessed after driving down the long driveway that connects to CTH W (Fox River Road). The main entryway to access alcohol is on the east side of the main building.

I made contact with a white male, who verbally identified himself as Chuck Randles, who told me he was the General Manager of Wilmot Mountain. I informed Chuck why I was there, and he introduced me to the Assistant Food and Beverage Manager, who verbally identified herself as Emily Schubkegel. Emily agreed to show me around and show me where the Cabaret license would be applied.

Upon walking up to the east side of the building, there are two areas/locations designated for guests to consume alcohol and listen to live music indoors. One is called the Ski Hill Grill, which is through a doorway to the north of the main walkway, and the other is called Walt's Restaurant, which is to the south through a doorway.

The first area is called Ski Hill Grill. This area has a common/cafeteria-style area that contains several hundred chairs, tables, a cafeteria counter, coolers used to store beer, and checkout lanes where guests pay. Emily advised this area could hold approximately 300-400 people. Emily informed me if/when live music is present, it would be placed in the northwest corner of the main room. Attached with this report is a "Diagram #1" to describe this space, and the area about the Cabaret license is marked with a red star on Diagram #1.

Attached to this central area is a secondary area to the north with another 100-200 guest seats. Emily informed me they used to have another bar here called "Ski Hill Bar" but advised they only use this area for the cooler to store beer/alcohol now, and it does not function as a working bar anymore. Listed below is the liquor license information that was posted for Ski Hill Bar but has since all expired;

Issued through the Town of Randall, the Class "B" license for fermented malt beverages and "Class B" Intoxicating Liquors, License #: 2022/2023-005, valid through 07/01/2022 – 06/30/2023,

It should be noted that there are several exits throughout the two areas in Ski Hill Grill, but there are two main entrances/exits guests can use.

REPORTING OFFICER	DATE	REVEWED BY		l
Tritschier Thomas 344	11/6/2023	Staples, Horace J	11/08/2023	ı



## KENOSHA SHERIFF FIELD CASE REPORT

CASE# 2023-00345946

## **NARRATIVE** (continuation)

The second area is called Walt's Bar/Restaurant. This is another larger room with several chairs and tables for guests to use and sit at. There is a high-top bar inside this area for alcoholic drinks to be served at. Emily informed me this area could hold between 200-300 people: two main guest entrances/exits and an additional employee exit behind the bar. There is also an outdoor patio connected to Walt's guests attached to the west side of Walt's building. Attached with this report is a "Diagram #2" to describe this space and the area about the Cabaret license, which is marked with a red star on Diagram #2.

For purposes of this report, Wilmot Mountain (11931 Fox River Road) uses the same Liquor license issued through the Town of Randall for both Ski Hill Grill and Walt's Bar/Restaurant. This is a Class "B" license for fermented malt beverages and "Class B" Intoxicating Liquors, License #: 2023/2024-003, valid through 07/01/2023 – 06/30/2024. The Agent on the license is VR WM Holdings LLC, Belinda A. Fox. This license was valid but had not yet been posted on the wall because they were not open yet for the season. Frames were located in both Ski Hill Grill and Walt's, where copies of the liquor license will go.

Lastly, Emily informed me Wilmot Mountain occasionally has outdoor music for special events and was able to show me where they host this. Just north of the main buildings, next to one of the skit lifts, is a small red building where they sometimes play music. Attached with this report is a "Diagram #3" to describe where this red building is and the Cabaret license area marked with a yellow circle and red star on Diagram #3.

Emily told me that each location mentioned above starts around 1000 hours normally, and they all close and stop selling liquor at 2100 hours. During my inspection, I observed no minors in the bar, though the bars were not open yet. The establishment appeared to meet Kenosha County Ordinance 8.02 requirements.

Based on my observation of all locations, I would recommend approval of the cabaret license for Wilmot Mountain. The three Diagrams mentioned above will be submitted and attached to this report. Nothing further.

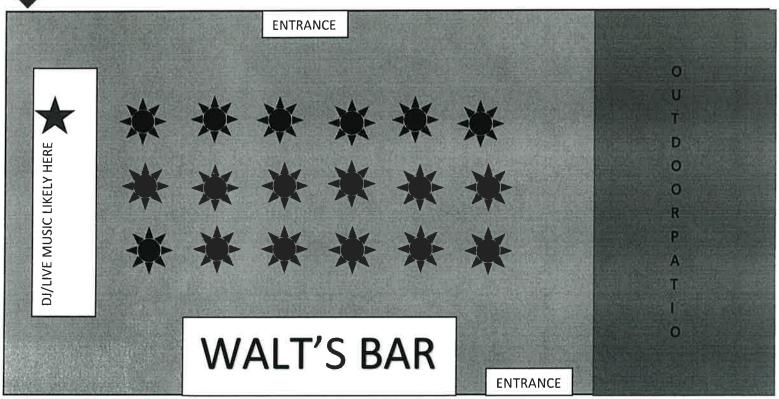
This incident was captured on my body-worn camera.

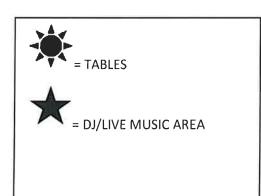
END OF REPORT.

REPORTING OFFICER	DATE	REVEWED BY	
Tritschier Thomas 344	11/6/2023	Staples, Horace J	11/08/2023

## IN

## DIAGRAM #2





KSD CASE #: 2023-00345946

DIAGRAM NOT TO SCALE

**DEPUTY TRITSCHLER #344** 



## DIAGRAM #3



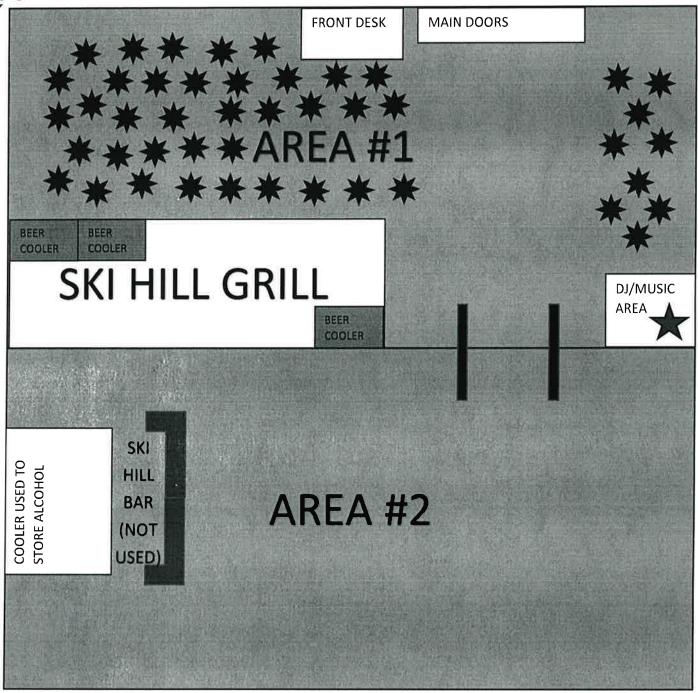
KSD CASE #: 2023-00345946

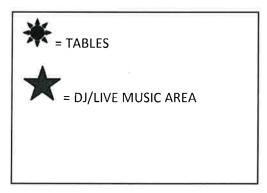
DIAGRAM NOT TO SCALE

**DEPUTY TRITSCHLER #344** 

N

## DIAGRAM #1





KSD CASE #: 2023-00345946
DIAGRAM NOT TO SCALE
DEPUTY TRITSCHLER #344

## APPLICATION FOR PROBATIONARY CABARET LICENSE Kenosha County, Wisconsin

oct-23-2023

DATE:

TO THE KENOSHA COUNTY BOARD OF	SUPERVISORS:
I, as holder of a Class B Liquor License	e, hereby apply for a Cabaret License for
VR WM Holdings, LLC DBA Wilmot Mountain	11931 Fox River Road Wilmot, W
Name of Premises	Address
PO Box 427 Wilmot, WI	53192
Mailing Address	Zip Code
Located in the Town ofRandall from the date hereof for 6 months, (an a will be sent upon expiration of the probat deposit <b>\$200.00</b> for said license and to Cabaret License Ordinance adopted by the 2001 and all the laws of the State of Wisco	tionary license) and I hereby agree to comply with all the provisions of the e County Board and in effect March 6
Belinda Ashley Fox PRINT LICENSE HOLDER'S NAME Signa	1ture of Applicant (Must be license holder)
262-206-2702	iture of Applicant (Must be license holder)
Day-time Telephone Number	
Please MAIL application, payment and updated copy	of Class B Liquor License by July 15, 2022 to:
KENOSHA CO	UNTY CLERK



A PHOTOCOPY OF YOUR CLASS B LIQUOR LICENSE MUST BE SUBMITTED WITH THIS APPLICATION

KENOSHA, WI 53140

1010 56<sup>TH</sup> ST.

COMBINATION FORM

No. **2023/2024 - 003** \$350.00

## CLASS B RETAILER'S LICENSE

## for the sale of FERMENTED MALT BEVERAGES and INTOXICATING LIQUORS

WHEREAS, the local governing body of the TOWN of RANDALL, County of KENOSHA, Wisconsin, has, upon application duly made, granted and authorized the issuance of a Retail Class "B" License to VR WM Holdings, LLC, Belinda A. Fox, Agent to sell Fermented Malt Beverages as defined by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the Treasurer the sum of \$150.00 for such Class "B" Retailer's Fermented Malt Beverage license as required by local ordinances, AND WHEREAS, the local governing body has granted and authorized the Issuance of a "Class B" Intoxicating Liquor License to said applicant to sell intoxicating liquor as defined in and pursuant to Chapter 125.51(3) of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of \$200.00 for such "Class B" Intoxicating Liquor License as provided by local ordinances and has compiled with all the requirements necessary for obtaining such licenses,

LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises **Wilmot Mountain, 11931**Fox River Rd., Wilmot, WI.

FOR THE PERIOD from July 1, 2023 through June 30, 2024.

Given under my hand and the corporate seal of the

TOWN of RANDALL COUNTY of KENOSHA this 19th day of June 2023

Callie Rucker, Town Clerk

## **OPERATOR'S LICENSE**

No. 2023/2024 - 36

\$22.00

WHEREAS the local governing body of the TOWN OF RANDALL, KENOSHA COUNTY, WISCONSIN, has, upon application duly made, . Granted and authorized the issuance of an "OPERATOR'S LICENSE" to

## BELINDA A. FOX

AND WHEREAS, the said applicant has paid to the treasurer the sum of \$22.00 as required by local ordinances and has complied with all requirements necessary for obtaining a license:

NOW, THEREFORE, an "Operator's" License pursuant to Section 125.32(2) and 125.68(2) of the Wisconsin Statutes, and local ordinances, is hereby issued to said applicant.

For the period ending June 30, 2024.

Given under my hand and the corporate seal of the TOWN OF RANDALL COUNTY OF KENOSHA STATE OF WISCONSIN,
This 19<sup>th</sup> day of June 2023

Amy Hookstead

Town Treasurer

Deputy Clerk

Wilmot Mountain Ski Hills																							
Call Type	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23
911 Investigation	16	13	4	0	0	0	1	0	0	0	2	9	20	16	7	Apr -23	0	0	Jui-23	Aug-23	3 <del>Q</del> J-23	00-23	NOV-23
911 Test	0	0	0	0	0	0	0	0	0	0		ń	-0	0	,		0	0	0	0	3		0
Accident PD only	0	1	0	0	0	0	o	0	0	ő	0	2	n	0	ő	0	0	ő	0			0	0
Accident w/ INJURY	0	0	0	0	0	0	0	0	0	0	1	0	0	n	0	0	0	š	0	ŏ	0	0	0
Additional Patrol	2	4	2	2	0	1	1	0	1	1	0	1	n	n	ŏ	0	ő	ő	0		0		0
ALS Med	1	2	0	0	0	0	0	0	0	0	0	0	0	0	o	0	0	0	0		0	0	0
ALS Med-Delta	0	0	0	0	0	0	0	0	0	0	0	1	0	2	0	0	0	0	0	0	0	n	0
Annoying/Obscene Communications	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0		0
Assist Motorist	0	0	0	0	0	0	0	0	0	0	0	ō	1	0	0	0	0	0	0	0	0	0	0
BLS Med	4	2	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	n	0	0	0	ň	0
BLS Med-Alpha	0	0	0	0	0	0	0	0	0	0	0	0	4	4	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	2	0	0	0	0	0	0	0	0	0	0	ô	0	0	0	0	0	0	0	0
Disorderly Conduct	3	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	ő	0	0	0	n	_ 0
Fire Alarm	0	0	0	0	0	0	0	0	1	1	0	0	0	, 1	ô	0	0	ñ	0	0	0	1	0
ILS Med	4	2	3	0	0	0	0	0	0	0	0	0	0	n	ő	0	0	ŏ	ő	0	0	,	0
ILS Med-Bravo	0	0	0	0	0	0	0	0	0	0	0	3	8	4	n	0	0	ő	0	0	0	0	0
ILS Med-Charlie	0	0	0	0	0	0	0	0	0	0	0	0	1	'n	0	0	0	0	0	0	0	0	0
Liquor Law Violation	0	0	0	0	0	0	0	0	0	0	0	0	0	ň	0	0	0	0	0	0	0		1
Lockout/Vehicle	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0		
>NEW CALL<	2	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Parking	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	n	o o	0	0		0
Redkless/Intox Driver	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	ō	0	0	0	0	0
Suspicious	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	õ	0	0	0	n	0
Theft	1	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	ŏ	0	ñ	0	0
Trespass	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0		0	n	n	n
Trouble Unknown	1	1	0	1	5	4	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	n	0
TS	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	n	0	0	0	0
Vandalism	0	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veh Theft	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
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## Date: 10/27/2023 Office: COCK O

Ratch: 641

15527

Cashier:clontr Tran 8:10 Carete Alul.

County Clerk

Receipt: Paid By: Counents CL23 00035154 Wilmot Mountain Elven \$200.00

Cabaret License-Probation 100-150-1510-444010 -Payment Total:

\$200.00

Transaction Total: \$200.00

Paid by: Chack:

VR US Holdings, Inc. 826345 \$200.00

CHECK:



## **MEMORANDUM**

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

**COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 11/21/2023** 

**SUBJECT**: Resolution to Approve the Probationary Cabaret License – Wilmot Mountain 11931 Fox River Road Wilmot WI 53192 (Town of Randall)

SUBMITTED BY: Cpt. Eric Klinkhammer

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):



## BOARD OF SUPERVISORS

RESOLUTION NO.\_\_\_\_

Subject: REC DIR	QUEST TO APPROVE THE APPO RECTOR OF DIVISION OF HEAL	DINTMENT OF LORI PL TH SERVICES	AHMER AS					
Original 🗖	Corrected	2nd Correction □	Resubmitted $\Box$					
Date Submitte	ed: Sept. 14, 2023	Date Resubmitted:						
Submitted By	: Human Services Committee							
Fiscal Note A	ttached	Legal Note Attached						
Prepared By:	John T. Jansen, Director Department of Human Services	Signature:	Andr					
		0 0	/					
WHEREAS,	pursuant to County Executive Apapointed Lori Plahmer to the po This is an appointment; and	ppointment 2023/24-23, the osition of Director of the Div	County Executive has vision of Health Services.					
WHEREAS,  Ms. Plahmer was hired by Kenosha County in 2020 as a temporary nurse assisting with the pandemic response. On April 19, 2021, she was appointed to Clinical Services Manager and in April of 2023 assumed the duties of Interim Director of Health Services;								
WHEREAS, the Human Services Committee of the Kenosha County Board of Supervisors has reviewed the request of the County Executive for confirmation of the above-named serve as the Director of the Division of Health Services 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 Lori Plahmer as the Director of the Division of Health Services at an annual salary of \$109,733. Ms. Plahmer's appointment shall be effective immediately.

Resolution – County Executive Appointment 2023/24-23, Lori Plahmer as Director of Division of Health Services
Page 2

## Approved by:

HUMAN SERVICES COMMITTEE	Aye	<u>No</u>	<u>Abstain</u>	Excused
Mach Stock, Chair	×			
Tim Stocker, Vice-Chair		Œ.		
Supervisor Dave Geertsen	<del>-</del>			
Supervisor Jeff Gentz				
Edward Kubicki Supervisor Ed Kubicki	×			
Supervisor Amanda Nedweski				×
Montea M. Muhles Supervisor Monica Yuhas				

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

## ADMINISTRATIVE PROPOSAL

## **COUNTY EXECUTIVE APPOINTMENT 2023/24-23**

## DIRECTOR OF THE DIVISION OF HEALTH

### 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

Lori J. Plahmer Oak Creek, Wisconsin 53154

to serve as the Director of the Kenosha County Division of Health.

Ms. Plahmer is a healthcare leader devoted to building strong teams, patient satisfaction and continual improvement in the health field. She has previously held the positions of Director of Emergency Services for Children's Hospital of Wisconsin, Senior Project Manager for Children's Hospital of Wisconsin, and Clinical Services Manager for the Kenosha County Division of Health in addition to positions as Director of Nursing and other staff nursing roles.

Ms. Plahmer will be filling the position vacated by Jen Freiheit. Her appointment as the Director of the Division of Health will become effective upon confirmation by the Kenosha County Board of Supervisors.

Ms. Plahmer assumed the duties of Interim Director of Health Services in April 2023, and is currently earning \$109,733 annually.

Respectfully submitted this 31st day of October, 2023.

Samantha Kerkman

Kenosha County Executive

## LORI J. PLAHMER, RN, BSN, MSHSA

## **HEALTHCARE LEADER & STRATEGY EXECUTIVE**

**Builds Strong Teams** 

 Dedicated and results-driven Healthcare Leader and Strategic Planning Executive with broad based expertise building and leading effective strategies for process improvement, operations management, and team leadership in the Healthcare industry.

**Patient Satisfaction** 

 Accomplished RN with an MS degree in Health Services Administration and a strong history of positions in leadership, project management, and IT. At Froedtert Lutheran Memorial Hospital, functioned as the Director IT Strategic Initiatives and Interim Director of the IT Project Management Office. Built strong relationships with enterprise operations related to large key IT strategic initiatives and projects.

Continuous Improvement  A demonstrated record of successful leadership establishing relationships and motivating teams to produce consistent results over a series of roles with Kenosha County Division of Health, Froedtert Memorial Lutheran Hospital, Children's Hospital of Wisconsin, Aurora Medical Center of Manitowoc County, Banner Baywood Medical Center, and other healthcare organizations.

## **CORE COMPETENCIES**

- Healthcare Operations and Strategic Leadership
- Driving Cost Containment
- Leading Multiple Departments
- Engaging in Patient Data Research and Analysis
- Experience in Application Implementation Projects
- Expertise in EHR Systems
- Delivering Superior Patient Support & Service
- Leading Revenue & Profit Growth
  - Expertise in Lean Methodologies
- Builds and Leads Strong Teams

## PROFESSIONAL EXPERIENCE

## 2021 TO PRESENT: KENOSHA COUNTY HEALTH DEPARTMENT: CLINICAL SERVICES MANAGER; INTERIM HEALTH OFFICER/DIRECTOR

Named Interim Health Officer March 17, 2023. Reporting to the Director of Human Services, acting in the interim role with oversite of all three divisions in the department, Clinical Services, Environmental Services and Population Health Services. As the Clinical Services Manager, reporting directly to the Kenosha County Health Officer, directs all clinical services including but not limited to Communicable Diseases, Medication Assisted Treatment, School nursing, and Reproductive health ensuring appropriate prevention-centered clinical services. Leading planning, directing, implementing, evaluating, and reporting of ongoing and new services, and policy-orientated services and programs.

## 2019 TO 2020: FROEDTERT MEMORIAL LUTHERAN HOSPITAL, MILWAUKEE WI DIRECTOR, IT STRATEGIC INITIATIVES AND INTERIM DIRECTOR OF THE IT PROJECT MANAGEMENT OFFICE: IT EXECUTIVE MANAGEMENT

Reporting directly to the IT CIO, functioned in a dynamic and highly visible role within the office of the CIO with a focus on enterprise wide improvement initiatives to integrate, standardize and optimize operations. Coordinated IT strategic planning, budgeting and implementation support for key enterprise initiatives as assigned by the Chief Information Officer. Took ownership of special projects as directed by the CIO. Coordinated the IT annual planning process and assisted the CIO with strategic planning processes and IT Intake. levels of quality, access, and affordability. Projects were complex,

highly visible, organization -wide, with a technical and/or clinical focus involving multiple key stakeholders. Worked with the CIO on development and maintenance of external partnerships and internal operational partnerships. Participated as part of the senior leadership team of the IT department.

## 2011-2018: CHILDREN'S HOSPITAL OF WISCONSIN: SENIOR PROJECT MANAGER

A demonstrated record of success and achievement at one of the nation's top pediatric hospitals, marked by a position of increased influence, authority, and accountability.

As Senior Project Manager, Process Improvement/Process Excellence, fulfills a critical role planning and executing strategic initiatives designed to capture substantial gains in efficiency, productivity, and operational effectiveness at all levels of the organization and across multiple departments. Credited with navigating complex projects from initial concept through to completion, achieving all milestones and deliverables on-time and within budget.

### **Key Projects**

- Executed an initiative to implement the Epic electronic healthcare records platform throughout the organization, as well as the Epic applications OpTime/Anesthesia, Radiant, and ASAP.
- Coordinated and led the implementation of analytical applications that included Ambulatory Operations, Hospital Acquired Applications, Emergency Medicine Explorer, Inpatient and Surgical Cohort Finder, Inpatient and Surgical Population Explorer, and Surgical Services Explorer.
- Facilitated the Cardiac Procedures Care Process project, a long-term enterprise performance improvement initiative, garnering an overall reduction in ICU LOS greater than 24 hours by standardizing chest tube removal protocols, establishing a discharge readiness process, and implementing post-operative management of biventricular cardiac cases.
- Facilitated a Septicemia Care Process project that focused on establishing a time zero for the diagnosis of sepsis, literature review, and scoring using the Agree Tool Methodology; led the development of a Sepsis Clinical Guideline and Pathway posted on the hospital's Intranet, best practice alerts across multiple units, and the establishment of an RN Response Team for rapid resuscitative care.
- Contributes additional service and expertise as a member of the Herma Heart Institute Quality Improvement Committee and the Clinical Effectiveness and Health Outcomes team.

## 2008 TO 2011: CHILDREN'S HOSPITAL OF WISCONSIN: DIRECTOR OF EMERGENCY SERVICES

Directed the Emergency Services line, supervising a team of four direct reports and over 200 employees across multiple functions. Formulated strategies to accelerate business growth and quality while bolstering efficiencies. Overall, ensured the success of the Trauma Center, The Wisconsin Poison Center, The Children's Hospital Critical Care Transport team, and 5 urgent care sites.

- Delivered substantial improvements in patient flow and patient/staff satisfaction through the leadership of a project to adopt
   Lean methodologies throughout the Emergency Department Trauma Center.
- Successfully navigated the Emergency Department through two pandemic H1N1 virus outbreaks that resulted in surges in patient volume throughout the Spring and Fall of 2009.
- Led the department's participation in the Wisconsin Health Information Exchange, a pilot program designed to foster improved collaboration between Emergency Departments throughout Wisconsin, resulting in enhanced continuity of care and increases in patient safety.
- Directed the Critical Care Transport Team in its first successful Mobile ECMO (Extracorporeal Membrane Oxygenation— Heart/Lung machine) run via ground transport; overall, managed this team to maintain patient satisfaction consistently between 90% and 100%.
- Worked with Milwaukee County Child Welfare to provide physicals to over 400 at-risk foster children.
- As the Director of the Wisconsin Poison Center, forged strategic partnerships with Concordia University and Rosalind Franklin School of Pharmacy; additionally, explored and secured contracts with private companies to provide additional funding for the Center.

## **Early Career**

Manager of Quality and Risk Management, Aurora Medical Center of Manitowoc County, Two Rivers, WI
Manager of Inpatient Nursing, Aurora Medical Center of Manitowoc County, Two Rivers, WI
Director of Nursing, Emergency Services and Chest Pain Unit, Banner Baywood Medical Center, Mesa, AZ
Director of Nursing; Intensive Care Services and Dialysis Services, Banner Baywood Medical Center, Mesa, AZ
Director of Emergency Services and Hospital Supervision, Saint Nicholas Hospital, Sheboygan, WI
Director of Medical/Surgical/Oncology Services and Hospital Supervision, Saint Nicholas Hospital, Sheboygan, WI
Hospital Supervisor, Evening Shift, Saint Nicholas Hospital, Sheboygan, WI
Staff Nurse Roles, Saint Nicholas Hospital / Froedtert Memorial Lutheran Hospital

## EDUCATION & PROFESSIONAL CERTIFICATIONS

UNIVERSITY OF ST. FRANCIS

Master of Science Degree in Health Services Administration

UNIVERSITY OF WISCONSIN

**Bachelor of Science Degree in Nursing** 

**Med Teams Certified Instructor** 

Registered Nurse in the State of Wisconsin

## KENOSHA COUNTY BOARD OF SUPERVISORS

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

Codeinate					
Subject: Resolution to approve the appointment	of Me Fula F	Payne-	Williame	to the Ken	oeha
County Commission on Aging and Di			VVIIII alii 5	to the Ken	USIIA
			on. C.		
Original ⊠ Corrected □	2nd Correction		Resubmit	ted 🗆	
Date Submitted:	Date Resubmi	tted:			
Submitted By:					
Human Services Committee					
Fiscal Note Attached □	Legal Note Att	ached 🗆	$\gamma$		
Prepared By:	Signature:	1			
John T. Jansen	1 /hr	1/	Jash	, n	
WHEREAS, pursuant to County Executive Appointment/2023/24-25, the County Executive has appointed Ms. Eula Payne-Williams to serve on the Kenosha County Commission on Aging and Disability Services, and					
<b>WHEREAS</b> , the Human Services Committee has reviewed the request of the County Executive for confirmation of this appointment and is recommending to the County Board the approval of this appointment,					
<b>NOW, THEREFORE, BE IT RESOLVED</b> that the Kenosha County Board of Supervisors confirms the appointment of Ms. Eula Payne-Williams to the Kenosha County Commission on Aging and Disability Services. This appointment shall be effective immediately and continue until the 31 <sup>st</sup> Day of December 2026, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Ms. Payne-Williams will serve without pay and will be succeeding herself.					
HUMAN SERVICES COMMITTEE:	<u>Aye</u>	Nay	<u>Abstain</u>	Excused	
Zelle R Oly					
Zach Stock, Chairman					
Tim Stocker, Vice Chairman	4				
Dave Geertsen					
Thrand A Kubreli	A				
Ed Kubicki				×	
Amanda Nedweski	<u></u>	_			
Monica Yuhas  Monica Yuhas					

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

## ADMINISTRATIVE PROPOSAL

## **COUNTY EXECUTIVE APPOINTMENT 2023/24-25**

## KENOSHA COUNTY COMMISSION ON AGING AND DISABILITY SERVICES

### TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Eula Payne-Williams Kenosha, WI 53142

to serve on the Kenosha County Commission on Aging and Disability Services beginning immediately upon confirmation by the County Board and continuing until the 31<sup>st</sup> day of December 2026 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Eula Payne-Williams will serve without pay.

Eula Payne-Williams will be succeeding herself. She attended four of the six meetings held during the last year, with two excused health-related absences.

Respectfully submitted this 31<sup>st</sup> day of October 2023.

Samantha Kerkman

Kensha County Executive

## COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

## <u>APPOINTMENT PROFILE</u> KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

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

Name:					
	First	Middle Initial (optional	) Last		
*Residence	Address:				
Occupation:					
	C	Company	Title		
*Business A	ddress:				
*Telephone	Number: R	Residence _	*Business		
*Daytime Te	elephone N	umber:	-		
*Email Addı	ress:			_	
Name of the Commission, Committee or Board for which you are applying:					
				_	

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

Kenosha County Cor Appointment Profile	·	tees & Boards
Additional Informati	on:	
Nominee's Superviso	ory District:	
Special Interests: Income but may not have been	_	or activities in which you have a special interest
Do you or have you opast 5 years? Yes		any part of Kenosha County Government in the f yes, please attach a detailed explanation.
·	bor, business or prof	ee groups, public service organizations, social or essional organization, and indicate if it was a
Governmental Service	ces: List services wi	th any governmental unit.
appointee, to have a that may come under committee. A comm	member of your imments the inquiry or advice interest declar to the member of the memb	
		Cula Payns-Williams Signature of Nominee
		Date
Please Return To:	Kenosha County F 1010 – 56th Street	

Kenosha, WI 53140

## KENOSHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO.\_\_\_\_

Subject: Resolution to approve the appointment	of Mr. Jim Schmidt to	the Kenos	sha County
Veterans Service Commission			
Original ⊠ Corrected □	2nd Correction ☐ R	esubmitted [	]
Date Submitted:	Date Resubmitted:		
Submitted By:			
Human Services Committee			
Fiscal Note Attached □	Legal Note Attached □		
Prepared By:	Signature:		
John T. Jansen	Mm I lease		
<b>WHEREAS</b> , pursuant to County Ex Executive has appointed Mr. Jim Schmidt to Commission and,			
WHEREAS, the Human Services C Executive for confirmation of his appointme County Veterans Service Commission and of this appointment,	ent of the above named to	serve on th	ne Kenosha
NOW, THEREFORE, BE IT RESORCE confirms the appointment of Mr. Jim Schmidton Commission. Mr. Schmidton appointment of Strategy and Strategy appointment of Strategy appointment	dt to the Kenosha County hall be effective immediate essor is appointed by the of Supervisors. Mr. Schmid	Veterans S ely and con County Exe	Service tinue until the ecutive and
HUMAN SERVICES COMMITTEE:	<u>Aye Nay At</u>	ostain Exc	cused
Zach Stock, Chairman			
Tem Stout			
Tim Stocker, Vice Chairman			
Dave Geertsen	П	<b></b> .	П
Jeff Gentz		_	<b>—</b>
Ed Kubicki			L
			×
Amanda Nedweski Minuca M. Mulas			
Monica Yuhas ( )			

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

# ADMINISTRATIVE PROPOSAL COUNTY EXECUTIVE APPOINTMENT 2023/24-26

#### KENOSHA COUNTY VETERANS SERVICE COMMISSION

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS

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

Jim Schmidt Wheatland, WI 53105

to serve on the Veterans Service Commission, beginning immediately upon confirmation of the County Board and continuing until the 31<sup>st</sup> day of December, 2026, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Schmidt will replace himself. He will serve without pay, but will receive a per diem.

Respectfully submitted this 31st day of October, 2023.

Samantha Kerkman

Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

# APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

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

Middle Initial (optional)

Name:

\*Residence Address:

Company	
*Business Address:	
*Telephone Number: Residence *Business	
*Daytime Telephone Number:	
*Email Address:	
Name of the Commission, Committee or Board for which you are applying:	
KENOSHA County VETERAN'S SERVICE COMMISSION	
Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.	
I HAVE SERVED ON THE VETERAIN'S SERVICE COMMISSIO	11
UNDER C.V.S.O. LOIS, GREEN AND HELSON. CURRENTLY SERVIN	19
ON CONGRESSMAN STEIL'S VETERAN'S Advisory Committee,	
OVER A JOUR PERIOD I HAVE SERVED THE AMERICAN LEGIO	N
ON LACAL STATE AND NATIONAL LEVELS CONCERNING VETERA	an s
SSUES_ CURRENTLY SERVING AS CHAIRMAN OF THE KENOSH	A
SSUES_ CURRENTLY SERVING AS CHAIRMAN OF THE KENOSH OCENTY VETERAN'S MEMORIA   PARE Advisory Committee.	

Please Return To:

Kenosha County Executive

1010 – 56th Street Kenosha, WI 53140

Revised 7-1-2021



## BOARD OF SUPERVISORS

Subject: REQUEST TO APPROVE THE APPOINTMENT OF JENNIFER BLASI AS

DIRECTOR OF VETERANS SERVICES

RESOLUTION NO.\_\_\_\_

Original	Corrected	2nd Correction □	Resubmitted $\Box$
Date Submitte	d: October 30, 2023	Date Resubmitted:	
Submitted By:	Human Services Committee		
Fiscal Note At	tached	Legal Note Attached	
Prepared By:	John T. Jansen, Director Department of Human Services	Signature: Mana	h
	•	00	
WHEREAS,	pursuant to County Executive Apappointed Jennifer Blasi to the poservices. This is an appointment;	osition of Director of the Div	County Executive has rision of Veterans
WHEREAS,	Ms. Blasi was hired by Kenosha February of 2016, she was appoin Blasi is a U.S. Army veteran and	nted to Assistant Director of	Veterans Services. Ms.
WHEREAS,	the Human Services Committee of reviewed the request of the Coun serve as the Director of the Divis the County Board the approval of	ty Executive for confirmation of Veterans Services and	n of the above-named to

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Jennifer Blasi as the Director of the Division of Veterans Services at an annual salary of \$85,000. Ms. Blasi's appointment shall be effective immediately.

Resolution – County Executive Appointment 2023-24-27, Jennifer Blasi as Director of Division of Veterans Services
Page 2

## Approved by:

HUMAN SERVICES COMMITTEE	<u>Aye</u>	<u>No</u>	Abstain	Excused
Man St. Secondary	Ø			
Tim Stocker, Vice-Chair				
Supervisor Dave Geertsen	4	- 🗆		
Supervisor Jeff Gentz				
Supervisor Ed Kubicki	L			
Supervisor Amanda Nedweski				X
Monica Mulas Supervisor Monica Yulas	<b>/</b>			

Samantha Kerkman, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600

## **APPOINTMENT 2023/24-27**

## APPOINTMENT OF THE DIRECTOR OF VETERANS SERVICES

#### TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Jennifer Blasi Kenosha, WI 53142

to serve as the Director of the Kenosha County Division of Veterans Services.

Ms. Blasi was hired by Kenosha County in 2013 as a Senior Office Associate. In February of 2016, she was appointed to Assistant Director of Veterans Services. Ms. Blasi is a U.S. Army veteran and holds a Masters of Arts Education.

Ms. Blasi will fill the position vacated by Aloysius Ali Nelson. Her appointment as the Director of the Division of Veterans Services will become effective upon confirmation by the Kenosha County Board of Supervisors.

Ms. Blasi will receive \$85,000 as an annual salary.

Respectfully submitted this 30<sup>th</sup> day of October, 2023.

Samantha Kerkman

Kenosha County Executive

Samula Kerkman

IB

# Jennifer Blasi

g 🛊

September 15, 2023

Kenosha County

RE: Director Division of Veteran Services

Dear Clara Tappa,

I am writing to apply for the position of Director Division of Veteran Services with Kenosha County. With over 14 years of professional experience serving veterans, most recently as an Assistant Veterans Service Officer, I feel confident that I possess the skills and qualifications necessary for the position.

I am passionate about serving the veteran population and believe that my experience as an Assistant County Veterans Service Officer has provided a firm foundation for success in the position.

I am independently motivated, yet I appreciate and thrive in team efforts and collaborate productively within groups. In a small, fast paced Division that provides such a variety of services and demands a level of emotional intelligence and technical expertise, teamwork and collaboration throughout the division are essential to the success of the employees and of the mission.

As an Assistant Veterans Service Officer, I have had the opportunity to develop my problem-solving, planning, time management, and communication skills. My people-centric nature and compassion have afforded me client service and decision-making skills.

Lastly, as an employee who has moved up through the ranks in the Division, I am quite knowledgeable regarding the scope of tasks, duties, roles and responsibilities carried out by the Division and have established relationships with local, state and federal agencies, institutions, veterans service organizations, and non-profits that serve our veterans.

I appreciate your evaluation of my credentials and welcome an interview to further discuss my qualifications and vision for the future of Kenosha County Division of Veterans Services.

Sincerely,

Jennifer Blasi

Generales Bloss

## JENNIFER L. BLASI



# Assistant County Veterans Service Officer – Kenosha County Veterans Service Office February 2016-Present

Responsible for the Division Director duties necessary to support a veteran population of 8,800+ in Kenosha County in the absence of the Director. Provides administrative and instructional guidance to the subordinate staff. Supervise all office staff, assigned, and monitor work, and provide appropriate feedback Responsible for public relations, to include outreach efforts and speaking engagements to inform County residents of the availability of Federal and State veteran's benefits for which they may be eligible. Coordinated and organized veteran events to include standdowns, town hall meetings, and celebrations to support our veteran community. An active partner with state, local, and non-profit agencies addressing employment, housing, and food insecurity in the veteran population. Perform complex claims processing from initial interview through the appellate process. Serves as an active member of the Kenosha County Caregiver Coalition, Emergency Services Network, Kenosha County Veterans Memorial Park Committee, and the Dept. of Veterans Affairs Kenosha Case Conference Coalition.

# Senior Office Associate – Kenosha County Veterans Service Office April 2013-February 2016

Counsels, advises, and assists over 12,000 veterans, their dependents and survivors on a variety of matters including applications and claims for compensation, pension, insurance, hospitalization or outpatient care, education and rehabilitation, death benefits, housing loans, homeless assistance programs, subsistence and medical grants. Research and gather supporting evidence, such as military and medical records and individual statements to develop claims. Maintains grave registration records of deceased veterans and coordinates distribution of flags to local service organizations for Memorial Day. Authorizes and distributes food and transportation cards to eligible veterans. Updates and maintains the database of monetary assistance provided to veterans with county funds.

# Owner – RJ Apartments, Kenosha, WI 2001-Present

Manage the operation of the business to include financial, legal, insurance, and maintenance costs. Developed a plan and budgeted for both routine and capital maintenance expenditures. Schedule and conduct viewings, lease signings, and inspections. Document and resolve customer and public complaints. Analyze market conditions to determine fair market rates and screen applicants in accordance with Fair Housing Guidelines.

# Administrative Clerk – U.S. Census Bureau (CCM), Kenosha, WI 2009-2010

Provided administrative support in the collection, control, review, processing, and reporting of personnel and payroll data for employees. Carried out employee selection and hiring functions. Maintained confidential personnel and administrative records. Assisted in the processing of accident forms, travel vouchers, and resolution of time and attendance records.

## JENNIFER L. BLASI

## Administrative Assistant \ Special Events - Paterno Imports, Lake Bluff, IL 1998-1999

Generated and tracked client itineraries for publicity trips within the United States. Scheduled travel arrangements for staff and clients as needed. Maintained databases for large trade shows. Created and maintained client publicity files. Compiled and distributed promotional materials to sales staff and distributors.

## Legal Specialist – US Army, Vilseck Law Center, Germany 1993-1997

Provided Legal Assistance support to a large military community in a friendly and positive manner. Interviewed defense clients, analyzed and interpreted aspects of military law, and wrote letters of appeal and rebuttal on clients' behalf. Conducted legal briefings for service members facing charges. Prepared confidential legal documents in an accurate and prompt fashion. Recorded and transcribed formal investigations. Created and maintained an office procedural manual. Answered a large volume of incoming calls; took messages, transferred callers, dealt with general inquiries, made appointments and/or redirected callers to appropriate agencies.

#### Education:

#### Masters of Arts Education

National-Louis University, Milwaukee, WI, GPA 3.62

#### **Bachelor of Arts History**

Minor in Political Science University of Wisconsin-Parkside, Kenosha, WI

#### Paralegal Certificate

Carthage College, Kenosha, WI

#### Licenses/Certifications:

Living as a Leader

VA Accreditation

National Association of Veterans Service Officers (NACVSO)

Veterans of Foreign Wars

American Legion

Wisconsin Department of Veteran Affairs

**Notary Public** 

## Letter of Reference for Jennifer Blasi for the Kenosha County Veterans Service Officer position

I have known Jennifer Blasi for ten years in her position as Assistant Kenosha County Veterans Service Officer.

Jennifer Blasi is a team player. She is fair and impartial to everyone. She has a high level of work performance in assisting Kenosha County veterans to obtain their needed veteran benefits. Overall, she is also a kind person.

I have observed her representing the Kenosha County CVSO office at State meetings in a very capably manner. She is very knowledgeable in rules and regulations of the Veterans Administration which contributes to her high level of helping veterans obtain their needed benefits.

Jennifer has good supervisory skills. I know she would lead the Kenosha County CVSO office to a high level of performance benefitting the veteran population in Kenosha County.

For these reasons I support and endorse Jennifer Blasi for the position of County Veterans Service Officer for Kenosha County.

Respectfully submitted,

Bill Erickson, Kenosha County Veterans Service Office Commissioner September 15, 2023 September 5, 2005

To: Samantha Kerkman Kenosha County Executive

Re: Vacant Kenosha County Veteran Service Officer Position

Dear Ms. Kerkman:

I write to you today to ask that you strongly consider and appoint Jennifer Blasi to the above mentioned position.

I am a disabled VietNam veteran and over the years,I have dealt with the Lake County Veteran Service office, the American Legion and The Kenosha County Veteran Service office.

For the last two years Jennifer Blasi has taken over my file and I will tell you that she has what it takes to do the job right. I have never had such a representation with the other organizations.

Every Kenosha County veteran deserves such representation and I can assure you that with Jennifer Blasi as the leader, every veteran will get the service that they expect and deserve.

it to

Edward Mr. Vite

# Bradley Behling

Kenosha County HR manager

## Dear Kenosha County:

I was the Veteran Service Officer for Racine County from September 2015 until January 2019. I also had the honor of working for Kenosha County as a Veteran Service Representative from October 2021 until April 2023. Between those two times I served the Veteran community at the University of Wisconsin Parkside and as the Interim Executive Director of Veterans Outreach of Wisconsin. I understand fully the challenging and demanding role that surrounds being a Veteran Service Officer.

Kenosha County is blessed to have two great candidates that I can solidly recommend for this position. The first being the current interim director Jennifer Blasi, and Zachary Zdroik who was my protégé from 2017 until 2019 and then held the position as Veteran Service Officer from January 2019 until November 2021. Each bring years of experience and knowledge to the position, and both are well respected and well known in the Veteran community.

Jennifer is an Army Veteran who has been an advocate in Kenosha for the past 10 years, she is well skilled at multitasking, training and has a familiarity with the ways through the VA system expressing a definite empathy for each of the Veterans that she helps. Zach is a Marine Veteran with combat experience, he has a passion to serve the Veterans being 100% service connected disabled himself he knows the processes and contacts to reach out to while possessing a singular drive to ensure no Veteran is left behind. There are specific platforms that take years to become familiar with, VBATS, Vetraspec, and the Veteran database through the Veterans Administration that both are experts in navigating guaranteeing that the Veteran who sees them are getting the right answer the first time.

Kenosha County cannot go wrong with either choice and I am certain any other candidate will pale in comparison to either of these two.

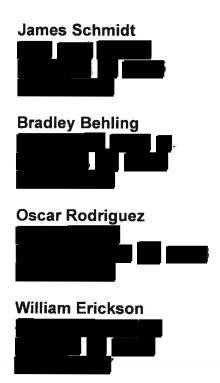
I can be reached for further questions at 1	7, or on my email	n
Sincerely,		
Bradley Behling		

Dousman Transport

Vice President Operations

# Jennifer Blasi

## **REFERENCES**



## **KENOSHA COUNTY**

## BOARD OF SUPERVISORS

RESOLUTION NO.

<del> </del>				
Subject: R	RESOLUTION AUTHORIZING SALE OF A HIGHWAY F PROJECT REMNANT			
Original	Corrected X 2nd Correction □	Resubmitted □		
Date Subm	itted:	Date Resubmitted: 11/29/23		
Submitted	By: Matthew Collins			
	Attached □	Legal Note Attached □		
	y: John F. Moyer Asst. Corporation Counsel	Signature: John J Moyer		
WHEREAS,	Kenosha County, as a result of the which is of limited value to the attachment), and	County Trunk Highway F project has a parcel ne County (please see involved parcel in		
WHEREAS,	Karow (see attached MOU dated1)	ed into a Memo of Understanding with Donna 2-16-19), who owns the contiguous parcel and ad made certain concessions from her property ghway project, and		
WHEREAS,	the Memo of Understanding gra purchase this remnant, and	nted Donna Karow a first right of refusal to		
WHEREAS,	many benefits are derived for the County and area landowners in a h	ne public from the cooperative efforts of the ighway project, and		
WHEREAS,	Kenosha County has benefitted fro that the citizens can enjoy use of the	m the completion of the Highway project such le new Highway F, and		
WHEREAS,	The Kenosha County Board had e (see attached Resolution 36, passe Donna Karow has agreed to this tra	earlier authorized the transfer of this remnant ed July 18, 2023) at a sale price of \$5,600 and ansfer at that price, and		
WHEREAS,	considerable time and resources	have already been expended in coordinating		

the taking and transfer of these properties.

## Page 2

NOW THEREFORE BE IT RESOLVED that the Kenosha County Board of Supervisors hereby authorizes the transfer by Quitclaim deed of Parcel A on the attached map to Donna Karow pursuant to the Memo of Understanding and earlier approval; and

BE IT FURTHER RESOLVED that the sale price of \$5,600 is approved, and

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

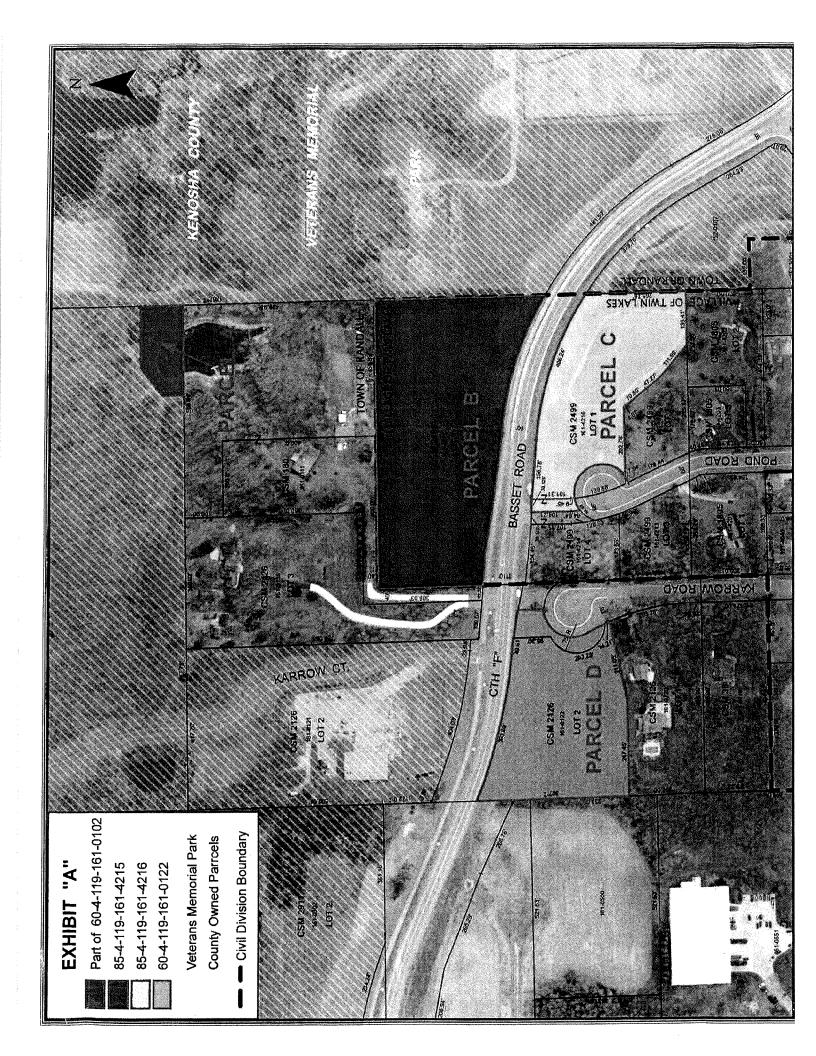
Respectfully submitted by:

FINANCE COMMITTEE	<u>Aye</u>	No	<u>Abstain</u>
Terry Rose, Chairman /	¥		
Dave Geertsen, Vice Chair	1		
John Jools	Ą		
John Poole	KQ		
in Stocker Graly	Laboratory of the Control of the Con		
Bill Grady			
Erin Decker			
Brian Bashaw		0	
John Franco			
Fohn Franco	•		

Respectfully Submitted:				
Committee:	Aye	Nay	Abstain	Excused
Mark Nordigian, Chairperson				
Zach Stock, Vice Chairperson				
				1
Supervisor Laura Belsky Supervisor Aaron Karow				
July Jothe	D			,
Supervisor John O'Day  John Supervisor Tim Stocker				
Bulan Travas				
Supervisor Brian Thomas				

## Kenosha County Administrative Proposal Form

1. Proposal Overview	
Division: P&Dt Department: Public Works	
Proposal Summary (attach explanation and required documents):	CENTRAL
This resolution seeks transfer of a remnant from the Hwy F project to D	onna KArow
pursuant to a first right of refusal for \$5000.	And particular and pa
	THE COLUMN TO TH
3 / CM 6/ 1/	
Dept./Division Head Signature: (hul) / / Ale (677	Date: 10/10/23
Print Name: Andy Buehler	Baic. 10 ffe 12
2. Department Head Review	
Comments:	
Recommendation: Approval 🗹 Non-Approval 🗌	
Denotes and the ed Gires to the Colon River	Date Inlindan
Department Head Signature: Department Head Signa	Date: 10/10/23
Print Name Shelly Billingsley  3. Finance Division Review	
Comments:	A CONTRACTOR OF THE CONTRACTOR
	эм эм
Recommendation: Approval 📉 Non-Approval 🗔	
- Detain Manuell	- / /
Finance Signature: (Salvalla Mentilla)	Date: 10/12/23
Print Name: Patty Merrill	
4. County Executive Review Comments:	
Comments.	
Action. Assumed M. Nas Assumed I	
Action: Approval Non-Approval	·
Executive Signature: Surfection	Date: 10/13/202
Print Name: Samantha	
Kerkman	



## **KENOSHA COUNTY**

## BOARD OF SUPERVISORS

RESOLUTION NO. 34

	Subject: RESOLUTION AUTHORIZING SALE OF HIGHWAY F REMNANT PARCELS		
	Original E	Corrected ☐ 2nd Correction ■	Resubmitted □
	Date Subi	mitted:	Date Resubmitted: 7/13/2023
	Submitted	By: Matthew Collins	
	Fiscal Not	e Attached □	Legal Note Attached □
	•	By: John F. Moyer r. Asst. Corporation Counsel	Signature: 18
V	VHEREAS,		nment project within the Village of Twin Lakes the availability for sell of four remnant parcels
V	VHEREAS,		a Memorandum of Understanding (MOU) ent property owners to assist Kenosha County B, Parcel C, and Parcel D, and
V	/HEREAS,	Natural Resources (WDNR) Steward	ally acquired with Wisconsin Department of dship grant funds, and if subsequently sold or be replaced with new land approved by the
٧	/HEREAS,	replacement parcels currently owner	ninary WDNR approval of the proposed d by Kenosha County that will be recorded as ational use as shown on Exhibit E, and
W	HEREAS,	The four parcels have been app summarized on Exhibit D, and	raised to determine fair market value as
W	HEREAS,		olution, the proceeds from the sale of any hway F project will be placed in the Parkland

WHEREAS, Certified Survey Maps (CSM) for this area (Exhibit C) have been approved by the Village of Twin Lakes and are pending approval from the Town of Randall (where

applicable), and

Sale of Highway F Remnant Parcels April 24, 2023

- NOW THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby authorizes Administration to begin the process of solicitating the sale of the four parcels at a price approved by the Finance Committee with the understanding that the final sale price must be approved by the Kenosha County Board of Supervisors, and
- BE IT FURTHER RESOLVED, if the MOU terms of the rights of refusal do not result in an acceptance and transfer of Parcel A, Parcel B, Parcel C, and Parcel D, the Parks Department is authorized to retain a realtor and market the properties, and
- BE IT FURTHER RESOLVED that the Kenosha County Executive and County Clerk are hereby authorized to execute the appropriate documents in order to complete these transactions in accordance with law.

## Sale of Highway F Remnant Parcels April 24, 2023

Respectfully Submitted By:				
Public Works Committee:	Aye	Nay	Abstain	Excused
Mark Nordigian, Andirperson				
ran Dle				
Zack Stock, Vice Chairperson Zack  Supervisor Laura Belsky				
Supervisor Tim Stocker				
Supervisor Aaron Karow	4			
Supervisor John O'Day				
Supervisor Brian Thomas				

## Sale of Highway F Remnant Parcels April 24, 2023

## Respectfully submitted by:

FINANCE/ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
Supervisor Terry Rose, Chair	N			
QQ MMt Supervisor Dave Geertsen, Vice-Chair	H	and the second		Professional Control of Control o
Supervisor John Franco		and the section of th		$\boxtimes$
Erin M. Ocker Supervisor Erin Decker	$\square$			
Supervisor William Grady	K			
Supervisor John Poole	P			
Supervisor Tim Stocker				X

## Exhibit B

# MEMORANDUM OF UNDERSTANDING BETWEEN KENOSHA COUNTY HIGHWAY DIVISION And

Donna Karow 8815 Karow Road Twin Lakes, WI 53181

- As a result of the CTH F Realignment Project, certain properties will need to be acquired by Kenosha County. Other properties currently owned by Kenosha County will not be used in their entirety.
- Conditions that will exist after the CTH F Realignment Project is complete will support the County disposing of a number of Project area parcels that will add more value to the community as privately-owned.
- 3. It seems advisable that those Kénosha County owned properties which will not be required for completion of the Project be first offered to adjacent property owners. In the event the County and adjacent property owner are unable to successfully negotiate a buy/sell agreement, the County will pursue other appropriate means to market/sell the property.
- 4. Kenosha County intends to acquire the property as described and identified on the attached map (Plat Plan Parcel 19, .362 acres) by purchase at fair market value (FMV) consistent with applicable State statutes and all Project funding requirements as part of the CTH F Realignment Project.
- 5. Kenosha County intends to sell a .5 acre remnant surrounding the north end of the pond located on parcel #60-4-119-161-0102 to attach to said parcel for the same amount as the purchase price for the Project's Plat Plan Parcel 19. Any transfer and/or transaction costs necessary to facilitate this action will be borne by the County. Final dimensions of the approximate .5 acre remnant will be negotiated to ensure adequate clearance for property maintenance activities around the pond's perimeter.
- Kenosha County agrees to offer the first option to purchase the entire remnant of parcel #85-4-119-161-4211 to the undersigned owner at FMV as determined by an independent, licensed real estate appraiser.
- Property owner understands and acknowledges that any sale of County owned property is contingent upon approval by the County Board of Supervisors.

1/4-00 VI-

Ray Arbet

Director, Kenosha County Department of Public Works

Clement Abongwa Nov. 7, 2019

Kenosha County Highway Commissioner

**Property Owner** 

14-14-14



## BOARD OF SUPERVISORS

## RESOLUTION NO.

Subject: Resolution authorizing	the acceptance and
expenditure of funds from CCM-So	merville, LLC for the
acquisition of right-of-way and	
dequisition of right-or-way and	nighway improvements at the
intersection of CTH E and CTH EA	
Original 🛛 Corrected 🗖 2 <sup>nd</sup> Cor	rection $\square$ Resubmitted $\square$
	Date Resubmitted:
Date Submitted:	
Submitted by:	
Clement Abongwa	
Fiscal Note Attached 🛚	Legal Note Attached $\square$
December of the City of the Ci	
Prepared by: Clement Abongwa	Signature:
	Clause Abongua

WHEREAS, Kenosha County and CCM-Somerville, LLC have agreed to enter a Memorandum of Understanding to promote safety and improve highway conditions to accommodate increased traffic caused by a proposed development and encourage future economic development in the area.

WHEREAS, CCM-Somerville, LLC is developing property at the southeast corner of intersection CTH E and CTH EA on the east and south side of Somers Elementary School,

WHEREAS, CCM-Sommerville, LLC has developed the plat and completed the design for the major highway improvement required,

WHEREAS, The County has reviewed and approved the design plans to ensure County standards are met,

WHEREAS, CCM-Somerville shall be responsible for funding the acquisition of right-of-way and the construction of the project while the County shall manage the acquisition of right-of-way and construction of the project to County construction standards,

WHEREAS, The project cost for acquisition of right-of-way and construction of the highway improvements at intersection of CTH E and CTH EA is estimated to be \$1,406,416.28,

NOW, THEREFORE BE IT RESOLVED, The County Board of Supervisors approves the attached plat and authorizes the acceptance and expenditure of \$1,406,416.28 from CCM-Somerville, LLC for the acquisition of right-of-way and the construction of highway improvements at the intersection of CTH E and CTH EA.

Page 2

Supervisor Brian Thomas

# Respectfully Submitted: Committee: Aye Nay Abstain Excused Mark Nordigian, Chairperson Zach Stock, Vice Chairperson Supervisor Laura Belsky Supervisor Aaron Karow Supervisor John O'Day Supervisor Tim Stocker

Page 3

## FINANCE/ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
Supervisor Terry Rose, Chair	N			
supervisor reny rose, chair				
D'OMME				
Supervisor Dave Geertsen, Vice-Chair				
John Fram	V			
Supervisor Brian Bashaw To hav France				
SONN I YWW CO				
Supervisor Erin Decker				
Willen Groly				
Supervisor William Grady				<b></b>
Den Pools				
Supervisor John Poole	V.			<del></del>
Supervisor Tim Stocker				
Supervisor Lim Stocker				

## Kenosha County Administrative Proposal Form

1. Proposal Overview	
Division: Highways Department: Public Works	
Proposal Summary (attach explanation and required documents):	
Resolution Authorizing the Acceptance of Funds from CCM-Somerville, LL	C for the
Acquisition of ROW and Highway Improvements at CTH E & CTH EA	
Dept./Division Head Signature: Chuny Abong Da	te: 10/27/2023
Print Name: Clement	
Abongwa	
2. Department Head Review	
Comments:	
Recommendation: Approval Non-Approval	
()/2.	
Department Head Signature: Date Date Date Date Date Date Date Date	te: 10-31-23
Print Name:	
3. Finance Division Review	
Comments:	
Recommendation: Approval Non-Approval	
	e: <u>10-31-23</u>
Print Name:	
4. County Executive Review Comments:	
Comments.	
Action: Approval A Non Approval	
Action: Approval Non-Approval	,
Executive Signature: Date	e-11 2 752
Print Name:	

			,		
	•	•			

# KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

ENTRY DATE BATCH# Kenosha County Hwy Division PURPOSE OF BUDGET MODIFICATION (REQUIRED): DEPT/DIVISION:

G/L DATE

DOCUMENT#

(1) ACCOUNT	***************************************		(2)	,	BUDGET CHANGE REQUESTED	GE REQUESTED	(9)	(9)	(1)	AFTER TRANSFER	
DESCRIPTION EXPENSES	FUND DIVE	DIVISION	SUB	MAIN	EXPENSE INCREASE (+)	EXE	ADOPTED RIINGET	(9) CURRENT RITAGET	(/) ACTUAL EXPENSES	(8) REVISED	EXPENSE
Transportation	711		7090	1	1,406,416		110000	DODGET	EAFEINSES	1,406,416	1,406,416
unrastructure										4 1	
	********		*********							1	
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			•••••							,	1
			••••							1	•
		臣	EXPENSE TOTALS	OTALS	1,406,416.28	1	<b>b</b>	1		1,406,416.28	1,406,416.28
REVENUES	FUND DIVIS	DIVISION	SUB DIVISION	MAIN	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT		REVISED	
Transportation	711	700	7090	442755		1 406 416				DODOLI	
Infrastructure			•••••••••••••••••••••••••••••••••••••••								
		••••••	••••••							1	
	••••••		***************************************							1 1	
		RE	REVENUE TOTALS	OTALS	ŀ	1,406,416.28	1	I			
COLUMN TOTALS (EXP TOTAL + REV TOTAL)	'TOTAL + REV	V TOTAI	(7)		1,406,416.28	1,406,416.28		Please fill in all columns:	mns:		
SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.	REQUIRED LE	EVELS O	F APPROV.	AL FOR BUDO	BET MODIFICATI	ON.	`	<ul> <li>(1) &amp; (2) Account information as required</li> <li>(3) &amp; (4) Budget change requested</li> </ul>	formation as require inge requested	pa	
PREPARED BY:	Chris Walton	<b>.</b>	FINANCEL	FINANCE DIRECTOR:	Thulla	Date 10/31	(23	<ul><li>(5) Original budget as adopted by the board</li><li>(6) Current budget (original budget w/past mods.)</li></ul>	is adopted by the bo priginal budget w/pa	ard ast mods.)	
DIVISION HEAD:	amount He	TUNDANC	(required)	(d) 10/31/2023	2023 Mel	m		(7) Actual expenses to date (8) Budget after requested modifications	to date		
DEPARTMENT HEAD:	10/31/23	3	Date 10/	31/23	l	COUNTY EXECUTIVE		(9) Balance available after transfer (col 8 - col 7).	after transfer (col 8	8 - col 7).	
			1	)				71877			

Memorandum of Understanding by and between the County of Kenosha, Wisconsin and CCM-Somerville, LLC for Highway Improvements on County Road E and County Road EA, in the Village of Somers ("MOU")

## I. Parties, Purpose, Authority, Consideration.

- A. Parties. The County of Kenosha is a municipal corporation and a political subdivision of the State of Wisconsin having its principal offices located at 1010 56th Street Kenosha, Wisconsin (referred to herein as the "County" or "Kenosha County"). CCM-Somerville, LLC (referred to herein as "Somerville LLC") owns the Property (as hereinafter defined), and has its principal offices located at 901 South 70<sup>th</sup> Street, West Allis, Wisconsin. Kenosha County and Somerville LLC, hereinafter collectively "the Parties," agree to the terms set forth in this MOU, as their final agreement regarding required improvements along CTH EA and CTH E as shown in the attached plans
- B. <u>Purpose</u>. The Parties are entering into this MOU to promote highway safety, improve roadway conditions, handle increased traffic and encourage future economic development in the area. The Parties deem this MOU to be the most expeditious and least expensive approach to improve the roadway and intersection profiles and handle increased traffic, (the "Project")
- C. <u>Authority</u>. The Parties are relying upon all the laws of the State of Wisconsin for authority to enter into this MOU.
- D. <u>Consideration</u>. The mutual promises set forth herein, and the benefit bestowed upon the public by this Project constitute the lawful consideration of this MOU.

## II. The Roadway Improvement Project.

- A. Somerville LLC is developing the property (the "Development") located East and South of the Kenosha Unified School property, located at the southeast corner of County Road EA and Country Road E, as legally described on Exhibit A-draft Certified Survey Map attached hereto (the "Property"). To address increased traffic caused by the Development, a right of way plat (the "Plat") will need to be approved by the County and filed or recorded as a relocation order approved by the County in the form of a resolution to facilitate the acquisition of private property for this Project under Wisconsin statute 32.05. The plat is attached hereto as Exhibit B.
- B. The Parties have determined that the Project shall include those improvements shown on the plans on Exhibit C attached hereto (the "Roadway Improvements"). The Roadway Improvements shall be completed by the County at time that is beneficial for both parties and at a time that the County deems it is likely to obtain the most cost-effective bids, but in no event later than Somerville LLC's completion of Phase 1 of the Development (expected in summer of 2024).

- C. Subject to the terms and conditions herein, Somerville LLC shall be responsible for the costs of the Plat, the cost of the right-of-way acquisition and the costs of design and construction of the Roadway Improvements, which shall include the costs of purchasing land from third parties, as shown on the Plat. Notwithstanding anything to the contrary herein, this is a County project which is being funded by payments from Somerville LLC as set forth in this MOU. The County shall be responsible for the land acquisitions as set forth herein and construction of the Roadway Improvements pursuant to construction contracts to be entered into by the County. The current expected dates for design and construction of the Roadway Improvements are as follows:
  - i. Design and Engineering: April, 2023
  - ii. Utility Coordination: April, 2023 to October, 2023
  - iii. Project Approvals: May, 2023.
  - iv. Land Acquisitions: June, 2022 to September, 2023
  - v. Utility Relocation: October, 2023 to March, 2024
  - vi. Construction: April, 2024 to October, 2024 (not to commence until after Somerville LLC provides the Notice to Proceed): TBD

### III. Responsibilities and Rights of Kenosha County

- A. The County's approval of this MOU shall be contingent upon the County's approval of the Plat, which is expected to be substantially simultaneous with the approval of this MOU. Upon receipt of the Notice to Proceed from Somerville LLC, and after receiving the Land Acquisition Cost payment (defined below) from Somerville LLC, the County shall promptly commence and timely complete the acquisition of the land delineated by the Plat (the "Real Estate Acquisition"). The County may elect to retain a real estate consultant to carry out the Real Estate Acquisition in accordance with eminent domain law. Somerville LLC will be required to pay the reasonable costs of any such consultant, which shall be included as a line item of the estimated Land Acquisition Cost in Exhibit D attached hereto. The "Land Acquisition Cost" on Exhibit E includes 120% of the expected cost of the Real Estate Acquisition.
- B. After the Final Roadway Design (as hereinafter defined) has been completed and approved by the County, and Somerville LLC has given the Notice to Proceed and paid to the County the Land Acquisition Cost payment and the Somerville LLC Payment to County (as defined in Section V.E. below), the County shall be responsible for retaining a contractor and managing and completing the construction of the Roadway Improvements, and shall promptly commence and timely complete the construction of the Roadway Improvements, subject to weather conditions and to the provisions of Section III.C., below.

The County shall be responsible for:

- Approving plans and the Plat
- Executing this MOU
- The Real Estate Acquisition for right of way
- Determining the most cost-effective time to bid the Roadway Project

- Bidding the Roadway Project
- Managing the Roadway Project with assistance from a construction management consultant
- Providing Somerville LLC with detailed records on the Roadway Project and Real Estate Acquisition expenses
- Completing the Roadway Project and Real Estate Acquisition
- C. The Parties acknowledge that, after Somerville LLC has given the Notice to Proceed, and paid the Somerville LLC Payment to County, the County shall undertake all aspects of Roadway Project, including the acquisition of any property necessary to complete the Roadway Project, on a schedule which it determines, in its reasonable discretion and in conjunction with Somerville LLC, to be the most advantageous and designed to maximize efficiencies and resources consistent with this MOU.
- D. The County shall keep Somerville LLC reasonably informed of the timing and status of the Real Estate Acquisition. The County shall make good faith efforts to negotiate with the landowners for the Real Estate Acquisition, for the most efficient use of the Land Acquisition Cost payment and shall keep Somerville LLC informed of the progress of those negotiations. The County shall secure all necessary rights-of-way for the Roadway Project and Roadway Improvements.
- E. The County shall be responsible for bidding the Final Roadway Design and shall commence the bidding process after receipt of the Notice to Proceed.
- F. The County shall cause WE Energies and any other applicable utility company to relocate any utility equipment or infrastructure located in the highway right-of-way that is within the area of the Roadway Improvements, at the utility's expense, and those costs shall not be included within the definition of the Final Roadway Improvement Cost (as hereinafter defined). The County shall notify Somerville LLC of any utility facilities that are located outside the highway right-of-way as compensable relocation activities which shall be the responsibility of Somerville LLC. The County shall assign a County Project Number to this project and will issue a relocation order to WE Energies and any other applicable utility for this relocation.
- G. Somerville LLC may construct the access points and driveways, including grading thereof, for its Development prior to completion of the Roadway Project, and the County shall construct the Roadway Project to tie into such access points, driveways and grades.
- H. The County will process and approve the appropriate paperwork and budget resolution(s) to accomplish the obligations made herein, with the approval of this MOU. Specifically, the Kenosha County Board of Supervisors shall approve the Plat and the budget included as part of Exhibit D and will need to approve any material changes to the Plat or any cost increase to the Roadway Improvements above the cost permitted in Section IV.C. before the County can either accept the Somerville LLC Payment to County from Somerville LLC or spend any funds for the Roadway Project. Notwithstanding this language, at the

time the County Board of Supervisors approves the Plat and this MOU, the County shall designate the Highway Commissioner to approve minor changes to this MOU.

## IV. Responsibilities and Rights of Somerville LLC.

- A. Somerville LLC shall be responsible for funding the Real Estate Acquisition, including any expense of adjudicating any acquisition for compensation paid to a condemnee as caused through mediation or trial where the process of eminent domain was applied to take title to property or interests therein when title is taken by award of damages. Somerville LLC shall reserve land for future public roadway purposes from its Property abutting County Roads EA and E by Certified Survey Map, (the "CSM") to meet the new right of way requirement for the Project. The County will provide assistance with the CSM approval process with the Village of Somers if required. Somerville LLC shall record the CSM upon the approval of this MOU by the Parties. The CSM is attached hereto and made a part hereof as Exhibit F.
- B. Somerville LLC shall be responsible for funding the design and construction of the Roadway Improvements. After the initial design is complete, the design consultant shall provide an Engineer's Opinion of Probable Cost ("EOPC") for the Roadway Improvements as shown in EXHIBIT E. The EOPC shall be used for establishing the budget for the Roadway Improvements and the County obtaining bids for the same.
- C. After Somerville LLC has completed the work in the immediately preceding paragraph, the Parties shall timely review the Roadway Improvement design and EOPC, and the County's bids for the same, and approve the same if the bids for the Roadway Improvements are not more than 120% of the EOPC for the same and if the design appropriately carries out the Roadway Improvements. Upon such approval, Somerville LLC shall promptly commence and complete the final design drawings of the Roadway Improvements, sufficient for construction (the "Final Roadway Design"), and a final EOPC (the "Final EOPC").
- D. After Somerville LLC has completed the work for the Final Roadway Design and the Final EOPC, the Parties shall timely review the Final Roadway Design and the Final EOPC and approve it if the Final EOPC is not more than 120% of the estimate shown on Exhibit E and if the design appropriately carries out the Roadway Improvements. If the Final EOPC is greater than 120% of the estimate on Exhibit E, then the Parties shall work in good faith to revise the Final Roadway Design to meet that cost, either by value engineering or other method, or agree to the higher cost. See Section V. for payment information.
- E. After completion of the Final Roadway Design and Final EOPC, the County shall obtain final bids for the Roadway Project. After the Roadway Project is bid, Somerville LLC shall remit to the County, to be escrowed with the County and used to pay the applicable contractors directly, the lesser of (i) 120% of the Final EOPC or (ii) 120% of the actual bids. If the selected bid (to be agreed upon by the Parties) is more than 120% of the Final EOPC, then the Parties shall review the bids and determine the best course of action such

- as rebidding the Roadway Project or Somerville LLC providing the additional funds to complete the Roadway Project. All draws from said escrow shall be subject to Somerville LLC review and approval, not to be unreasonably withheld.
- F. Somerville LLC is the entity which currently owns the Property. If Somerville LLC assigns or conveys its right in the Property, or any part thereof, to an affiliated entity, Somerville LLC shall have the right to assign its rights and obligations under this MOU to the entity which is taking title to the Property or any part thereof. The County hereby agrees that Somerville LLC may collaterally assign this MOU to its lenders and the County shall acknowledge and consent to the same on terms and conditions reasonably acceptable to the County, provided further such lenders may require that the County provide notice and an opportunity to cure any Somerville LLC defaults hereunder.
- G. Notwithstanding any dedication or acquisition of right of way to the County, Somerville LLC shall have rights to enter into all County owned rights of way, and to install all utilities in a County owned right of way needed for its Development, with only the receipt of a County permit for the same. Somerville LLC 's final design drawings for the Development will include all such utilities. If the pavement of current roads in County owned right of way will be widened, the County agrees to cooperate with the Village of Somers and Somerville LLC for the relocation of any existing utilities, and to modify or terminate historic easements, and replace them with easements for the actual location of utility lines and pipes.
- H. The County will not unreasonably withhold the approval and issuance of any approvals associated with the Development, if any, or any of the Roadway Improvements.
- I. A County certified real estate agent shall provide a conceptual estimated cost of the proposed right-of-way to be acquired. Somerville LLC shall give the Notice to Proceed and make the Land Acquisition Cost payment before the County initiates the Real Estate Acquisition process. The CSM shall be recorded prior to the issuance of any occupancy permits by the Village of Somers for any building on the Property. As used herein, "Notice to Proceed" means written notice from Somerville LLC to the County to proceed with the Real Estate Acquisition.
- J. Somerville LLC shall be allowed to fully develop, use, lease, and operate the Property and the Development, including without limitation, its driveways, curb cuts, entrances and related access improvements, without timing considerations of the commencement or completion of any portion of the Roadway Improvements.
- K. Responsibilities of Somerville LLC:
  - 1. Fund the Real Estate Acquisition and design and construction of all Roadway Improvements; and
  - 2. Responsible for any utility relocation cost for all utilities located outside the right of way.

### V. Project Costs and Payments

A. Outlined below is a breakdown of the overall total project cost

1. Real Estate Acquisition = \$210,264.00

2. Roadway Improvements = \$1,099,990.83

3. Construction Management = \$96,161.45

TOTAL = \$1,406,416.28

- B. The estimated costs of the Roadway Improvements as shown on Exhibit E are \$1,099,990.83. This cost does not include project design or engineering.
- C. All reasonable project design and engineering costs will be contracted for and paid directly by Sommerville LLC. Sommerville LLC shall provide evidence that these amounts have been paid upon reasonable request by the County.
- D. The County will coordinate the right of way acquisition process and will coordinate the same with Somerville LLC. Any expenses associated with acquiring right of way are included in the "Land Acquisition Cost" included in Exhibit D.
- E. Any utility relocation costs for utilities outside of the right of way, if applicable, shall be paid by Somerville LLC, and are included as a line item in Exhibit E.
- F. Following delivery of the Notice to Proceed, and after the bidding process has concluded, and the Parties have approved the bids and the bids for the Roadway Improvements are equal to or less than 120% of the estimated cost as shown in Exhibit E (\$1,099,990.83 x 120% = \$1,319,989.00), Somerville LLC shall pay the total amount of the approved Roadway Improvement bids to the County (the "Somerville LLC Payment to County"), to be held in escrow and disbursed directly to the contractors completing the Roadway Project.
- G. Upon accepting a bid for the construction of the Final Roadway Design at not more than 120% of the estimated Roadway Improvements Cost as shown in Exhibit E, and the receipt of the Somerville LLC Payment to County, then the County shall promptly undertake construction of the Roadway Improvements as shown in the Final Roadway Design.
- H. If the Roadway Improvement Cost, as bid, is more than 120% of the estimate shown on Exhibit E, the County shall not start construction, or accept the bids, until Somerville LLC and the County have in good faith, arrived at a Final Roadway Improvement Cost that is either acceptable to the Parties or no greater than 120% of the costs on Exhibit E, and until Somerville LLC has deposited with the County the Final Roadway Improvement Cost (less amounts previously paid).
- I. The County shall provide an accounting of spending for the Roadway Improvements and provide this information to Somerville LLC on a regular basis. If any portion of the Final Roadway Improvement Cost, as bid and paid by Somerville LLC, is not needed for the

Roadway Improvements, the excess shall be promptly returned to Somerville LLC. The Somerville LLC Payment to County shall be held by the County in a separate escrow account.

J. The County will promptly notify Somerville LLC of any potential or unforeseen situations that may arise during the course of the project that may affect the cost of the Roadway Improvements or Real Estate Acquisition or the construction schedule therefor. The Parties agree to discuss these situations in good faith to arrive at a solution agreeable to the Parties.

## VI. Obey All Laws; Savings Clause.

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

# VII. Duplicate Originals; Amendments in Writing.

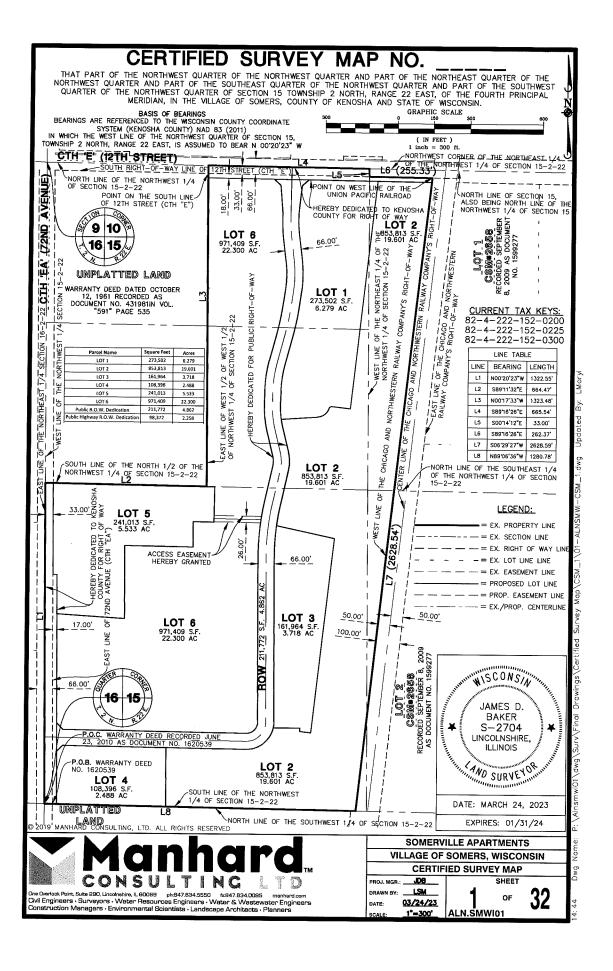
Duplicate originals shall be signed and an original shall be delivered to each party. Any amendments to this MOU shall be in writing and signed with the same formality as the original MOU.

Each individual signing below confirms this document has been properly authorized by that party, and the individual signing below has the authority to bind that party. All exhibits referenced herein are incorporated by reference.

(signatures on following page)

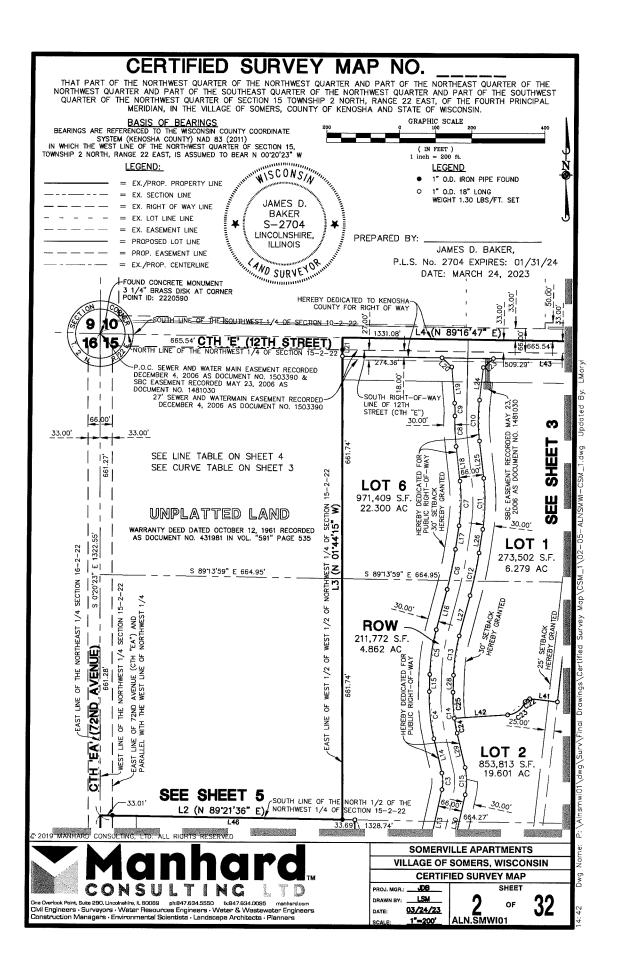
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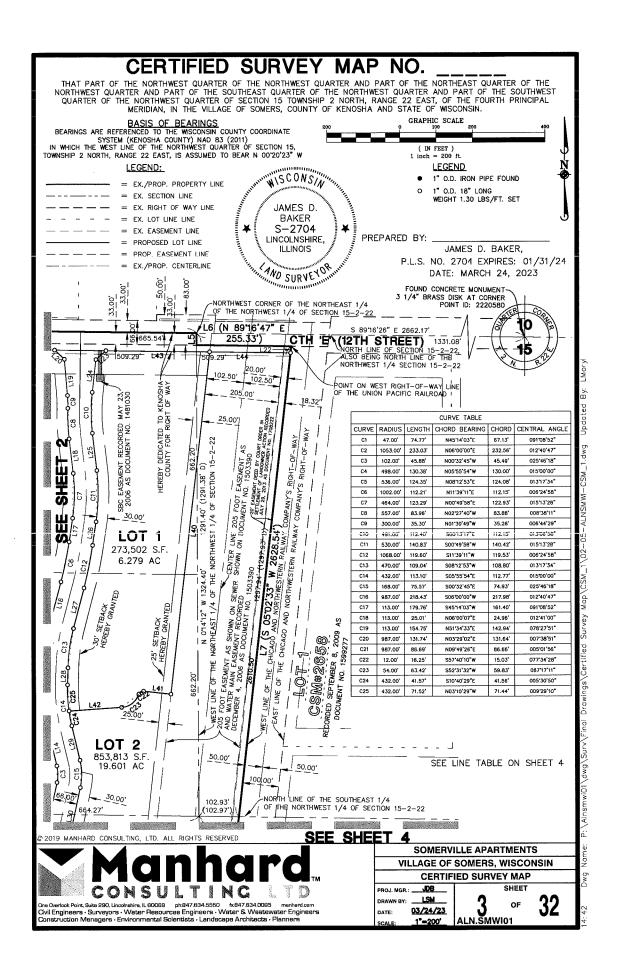
KENOSHA COUNTY

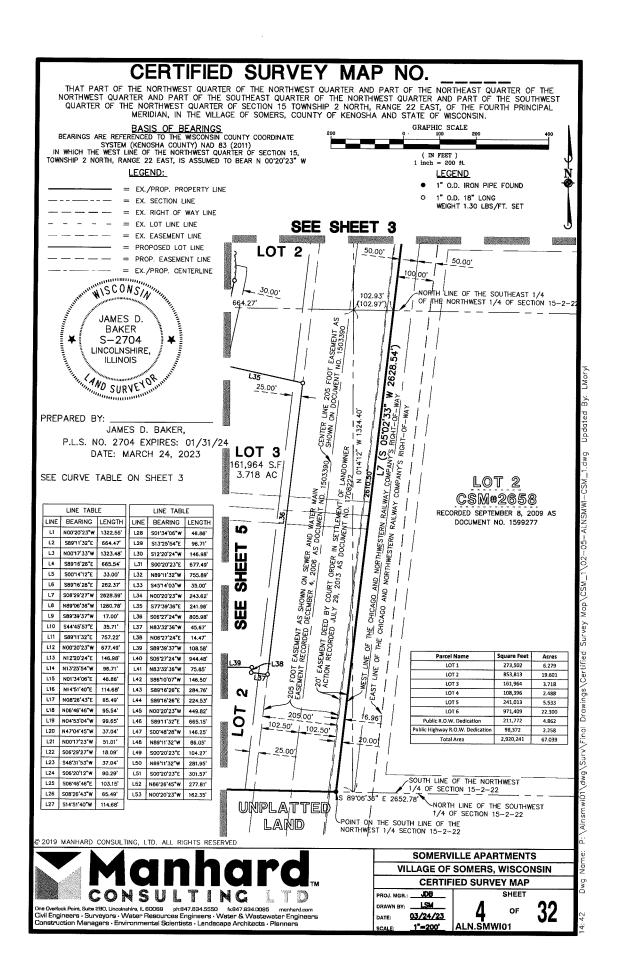


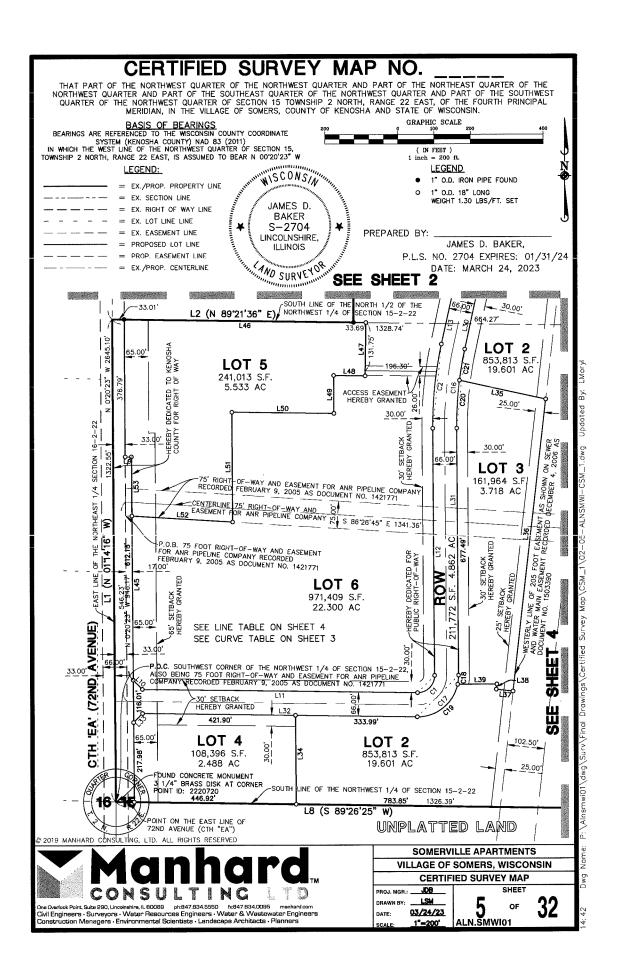
# **EXHIBIT A**

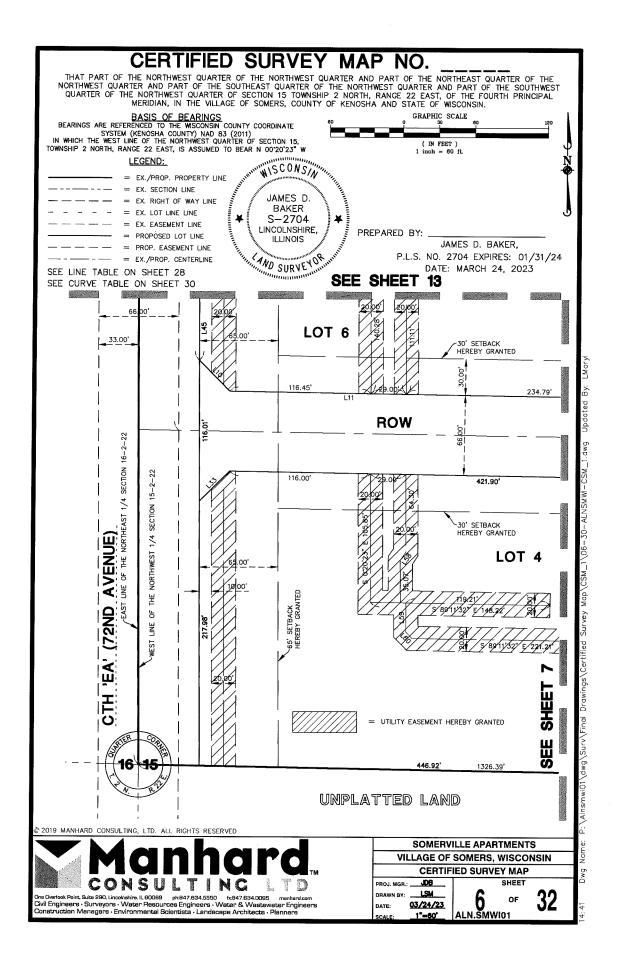
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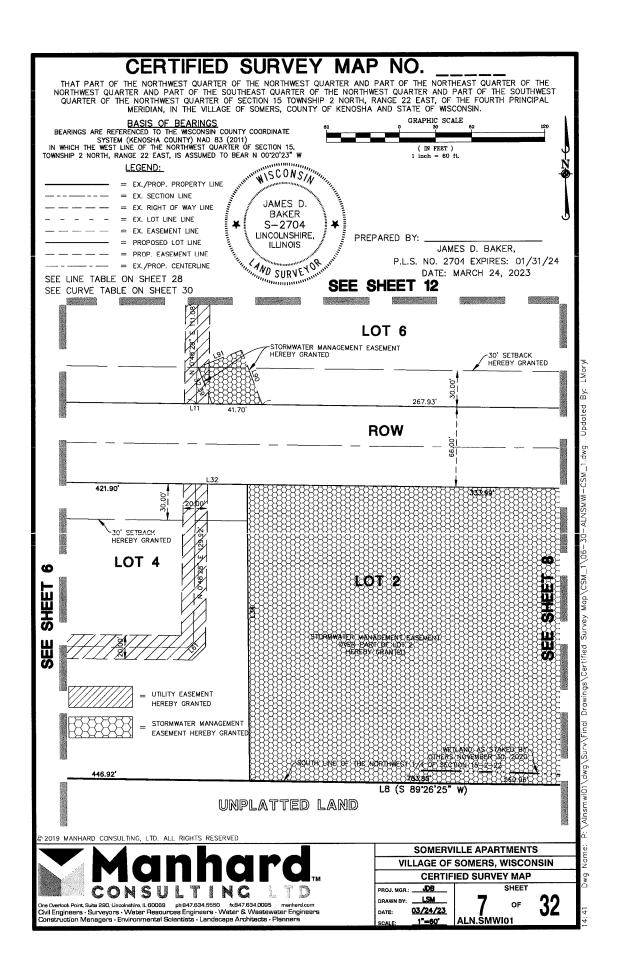


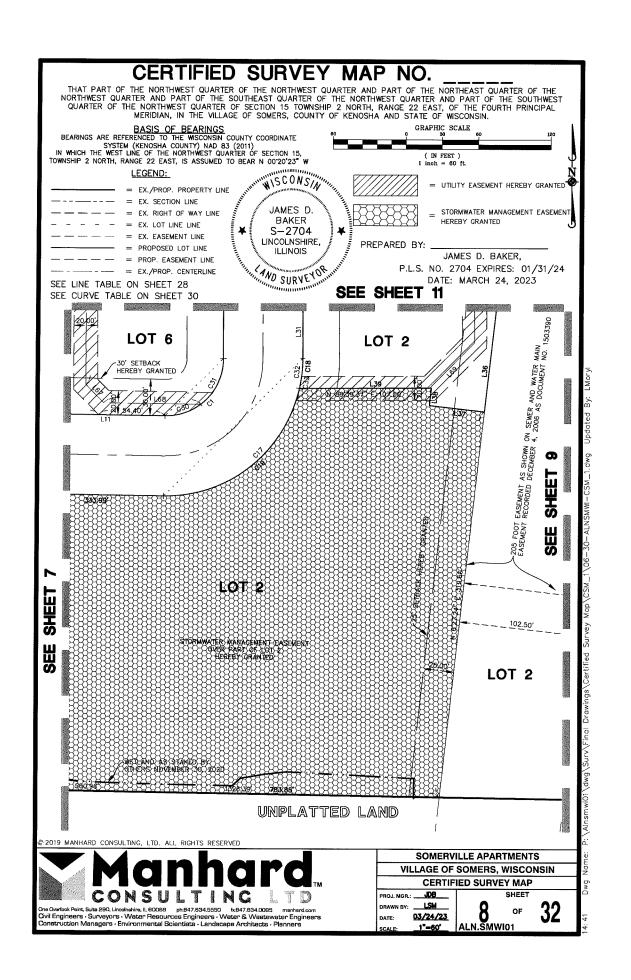


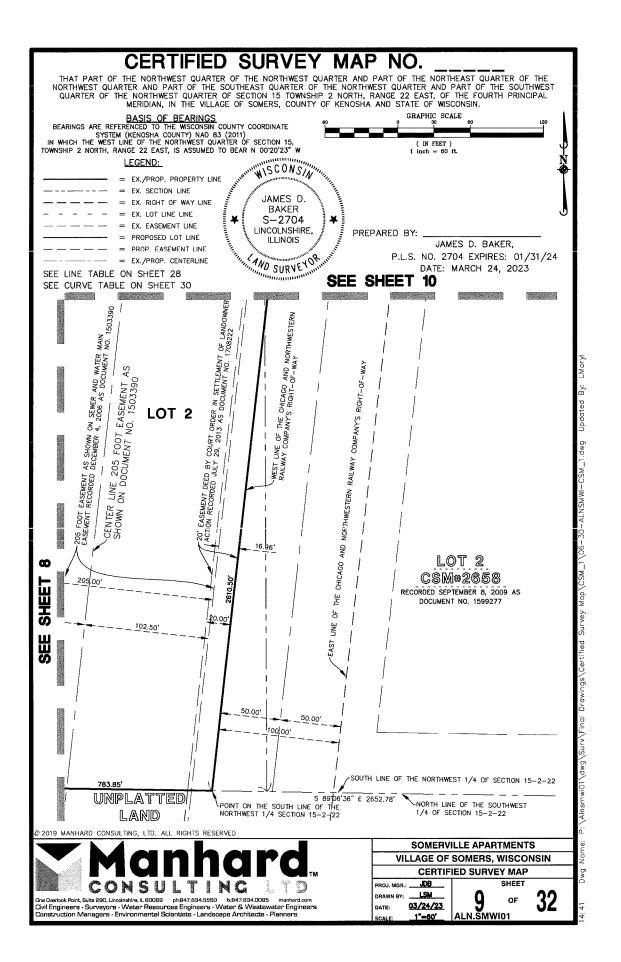


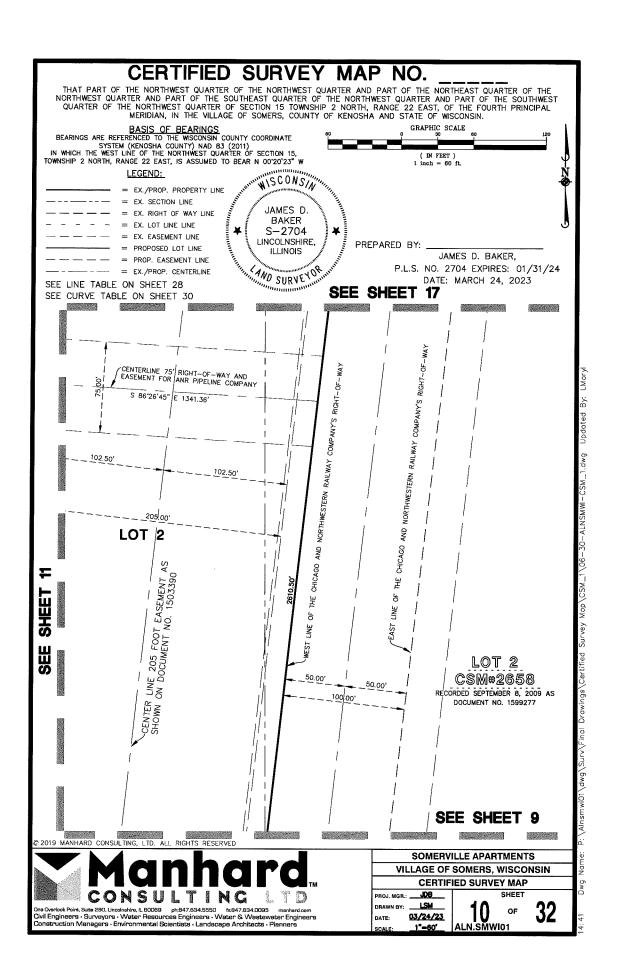


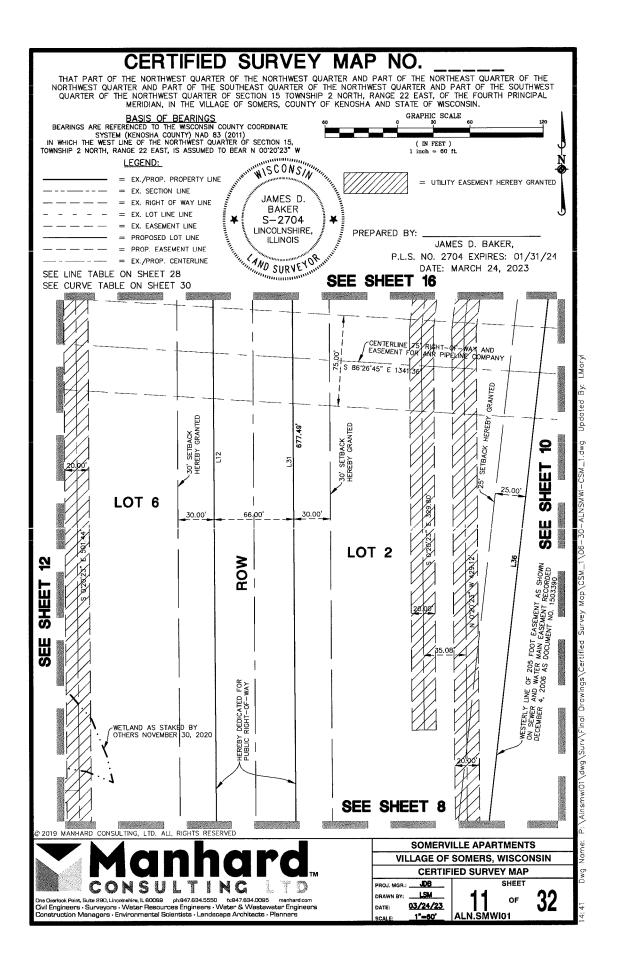


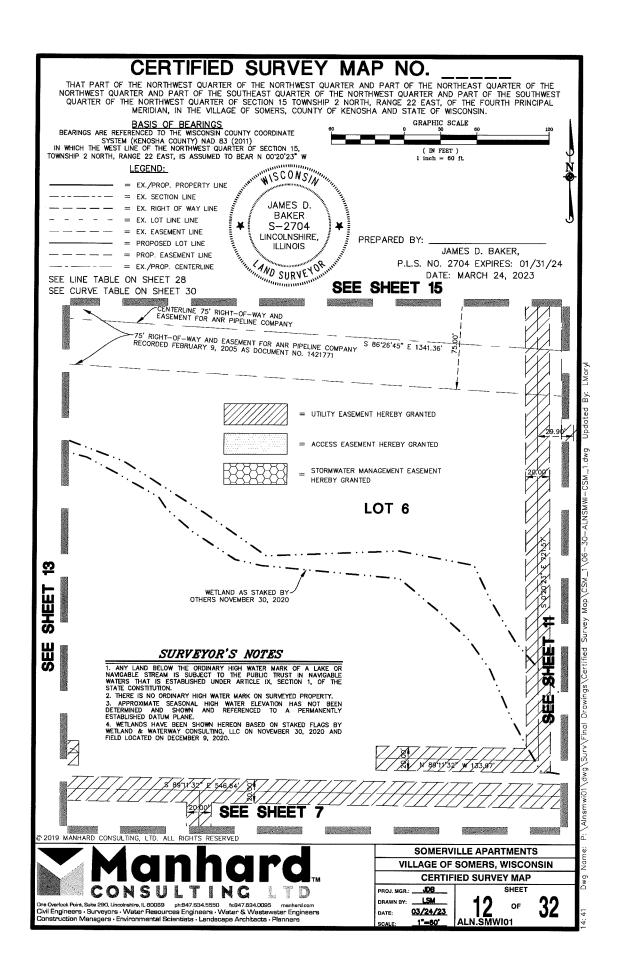


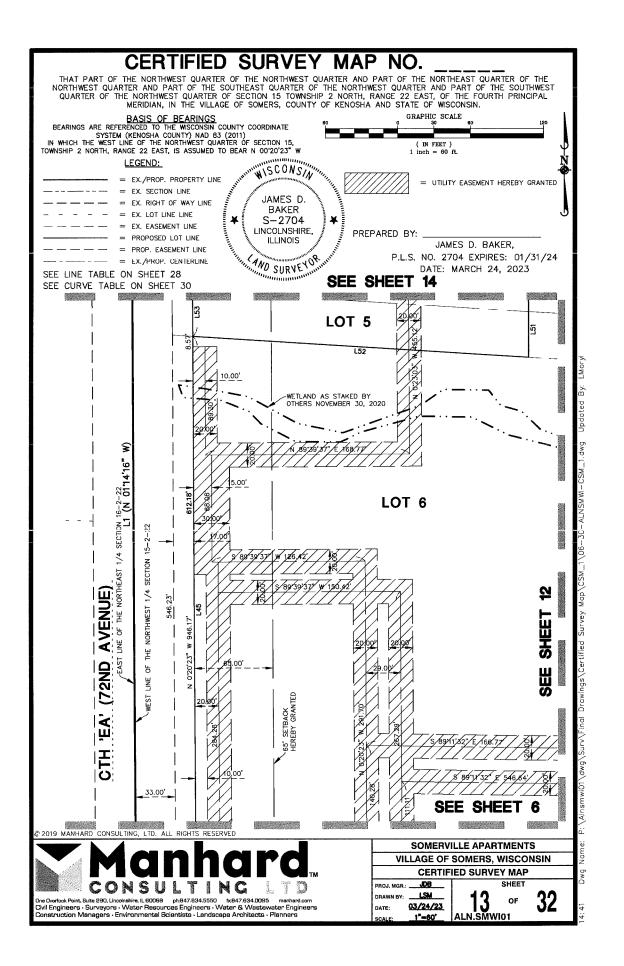


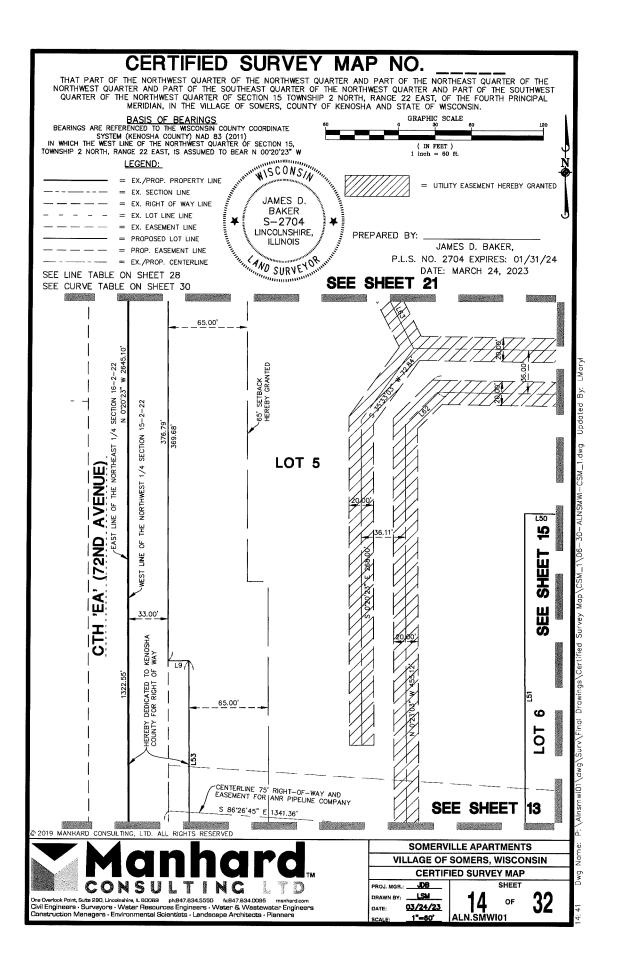


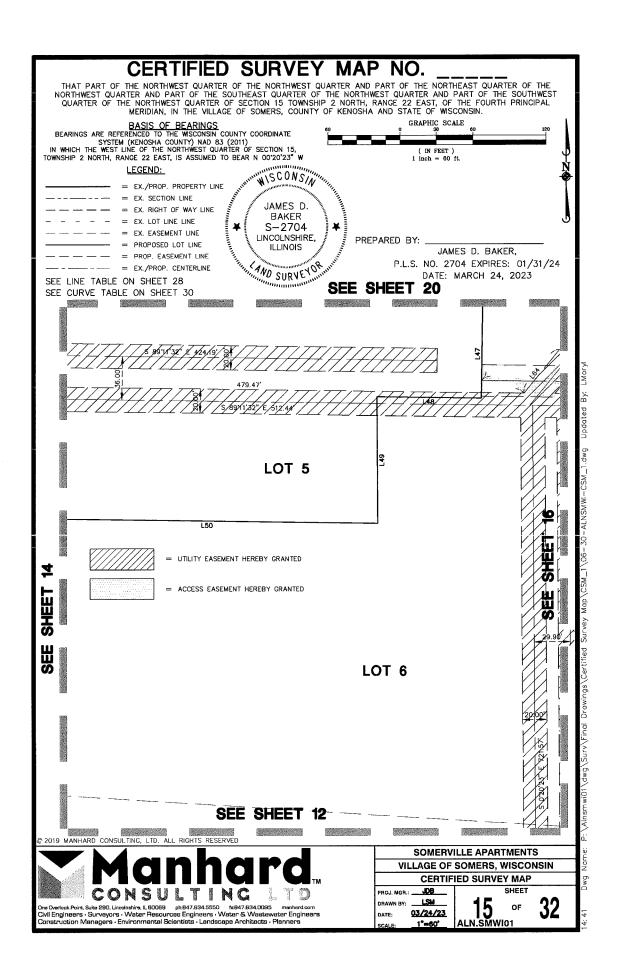


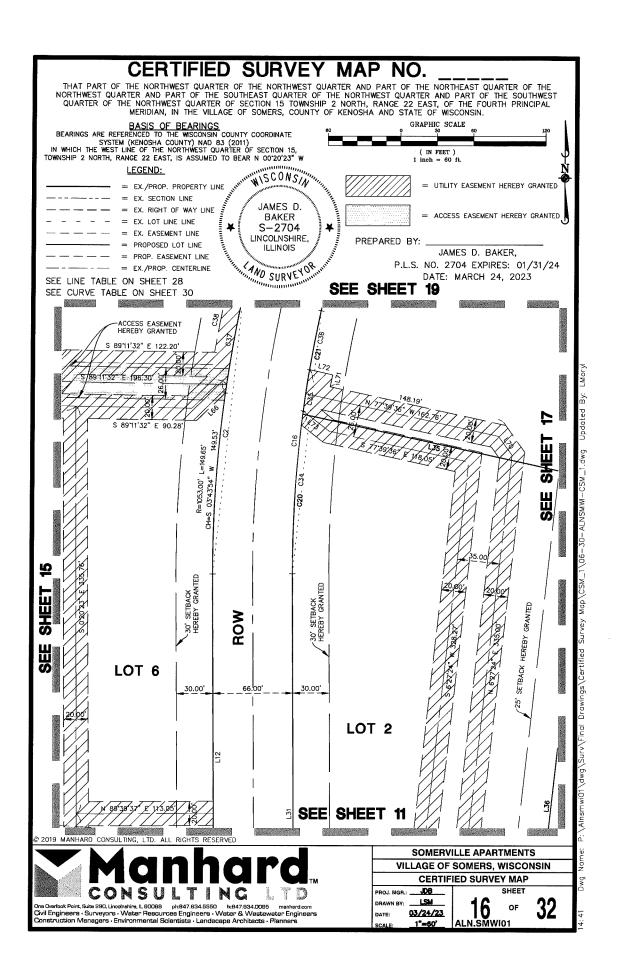


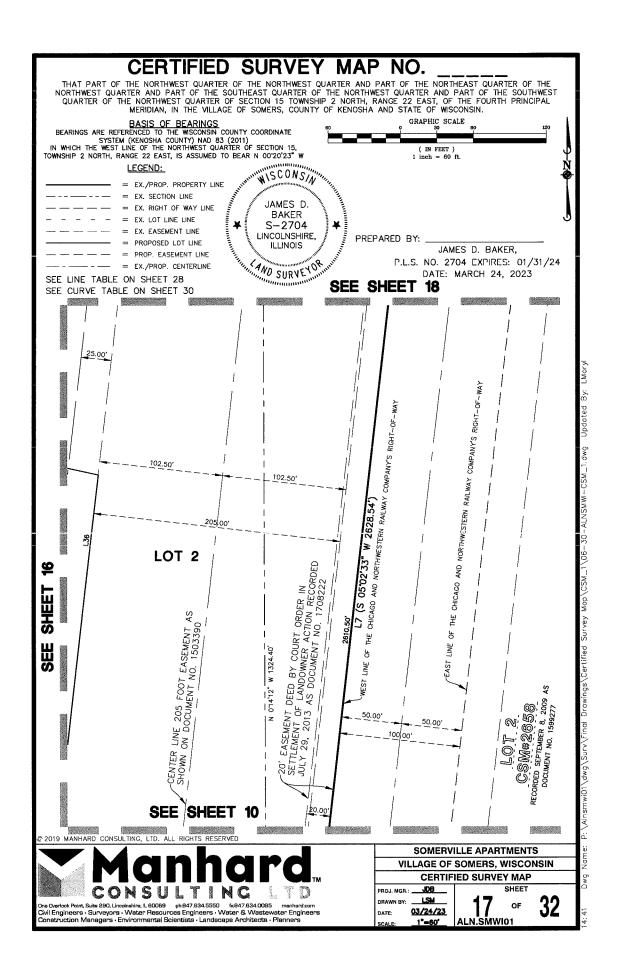


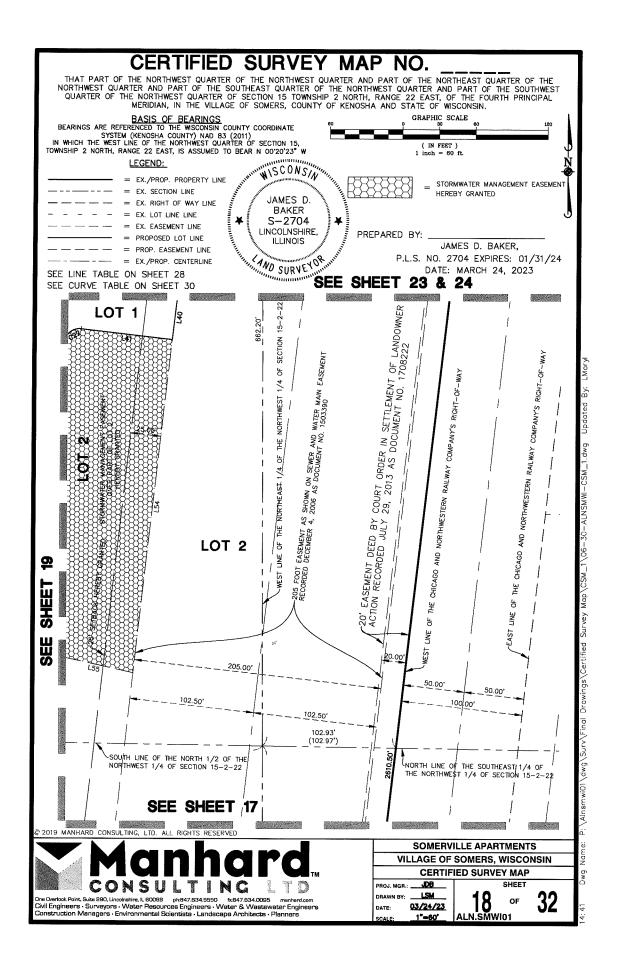


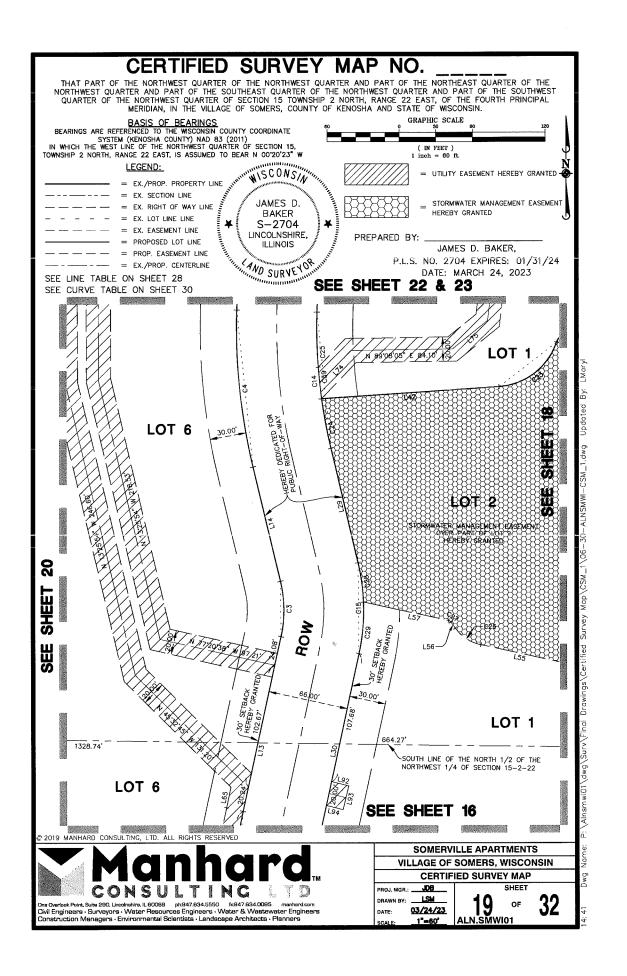


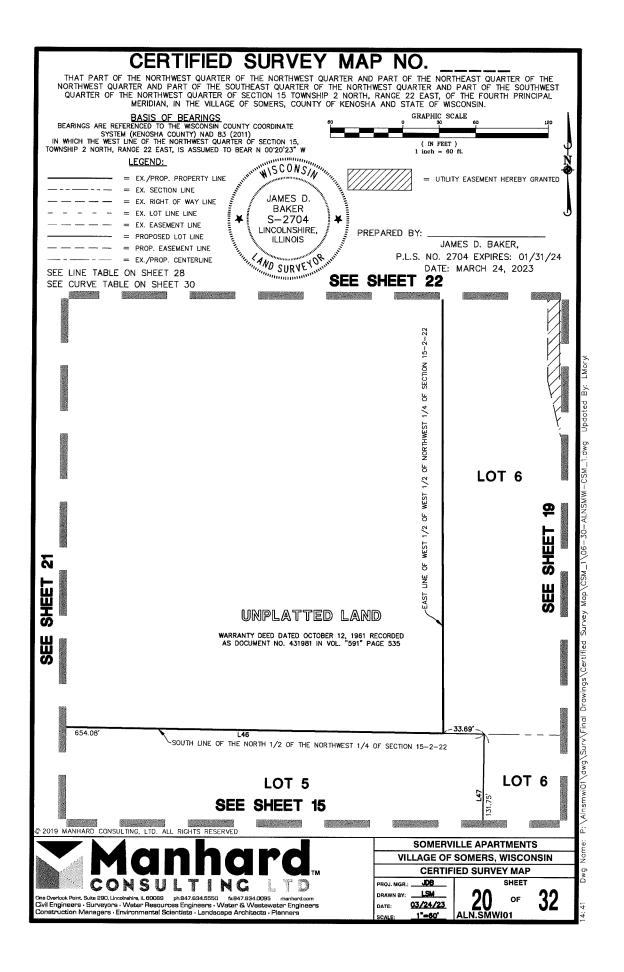


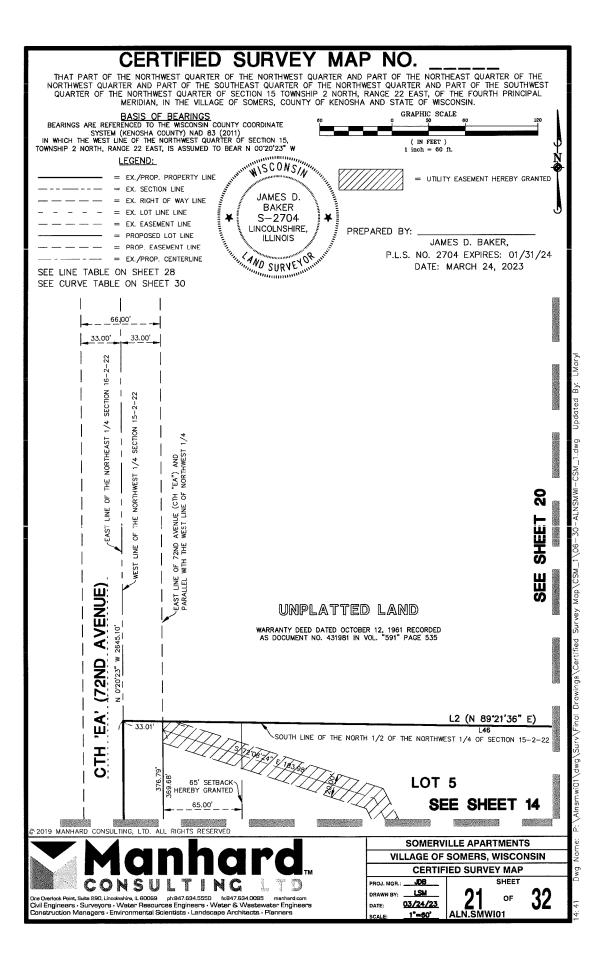


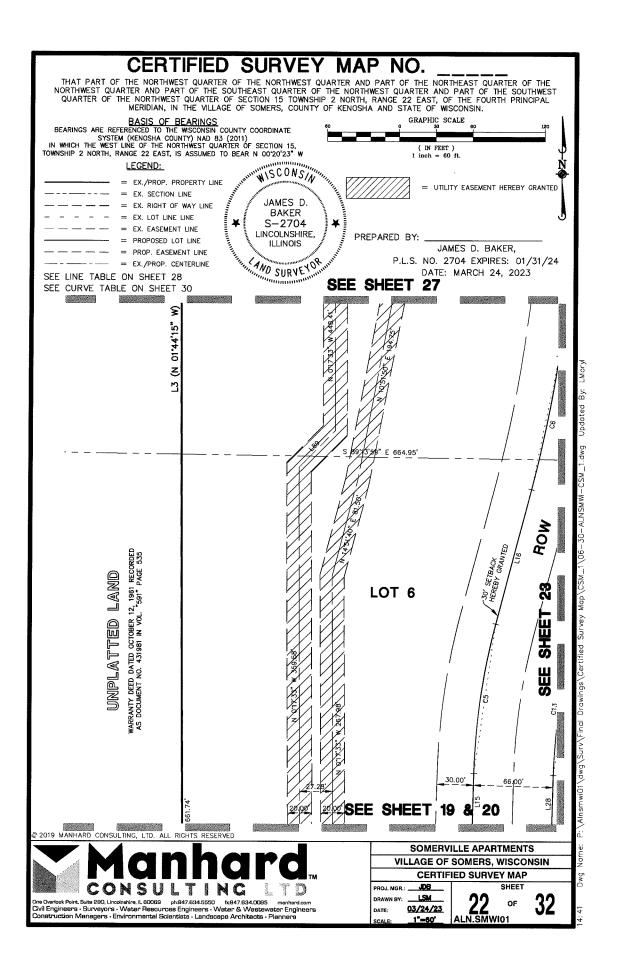


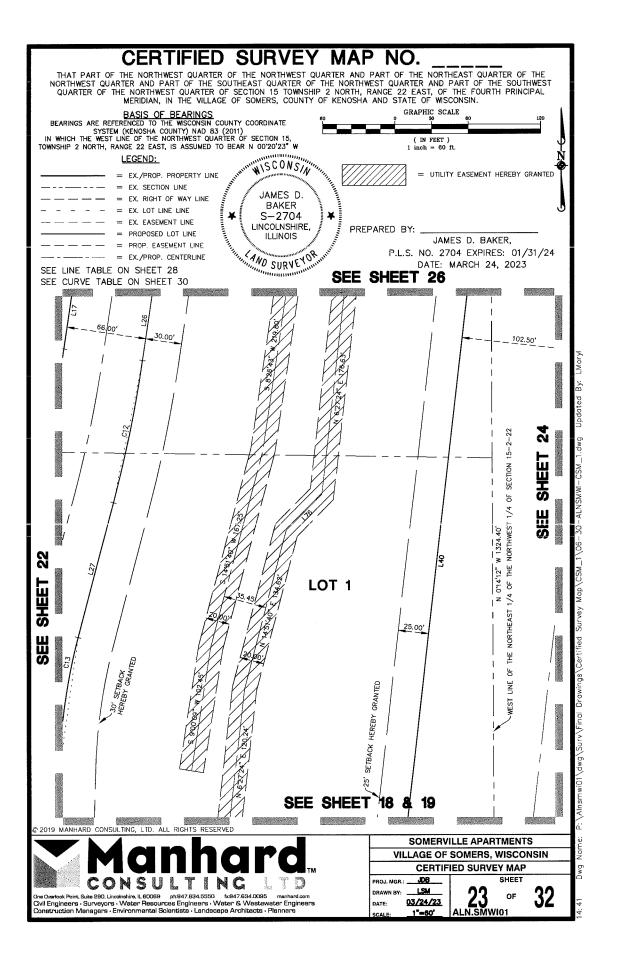


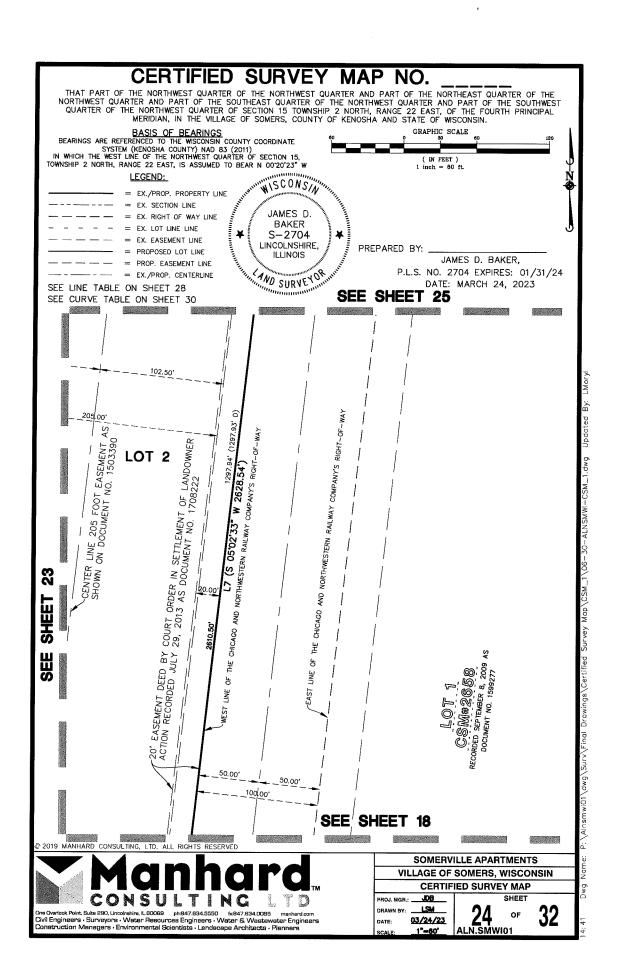


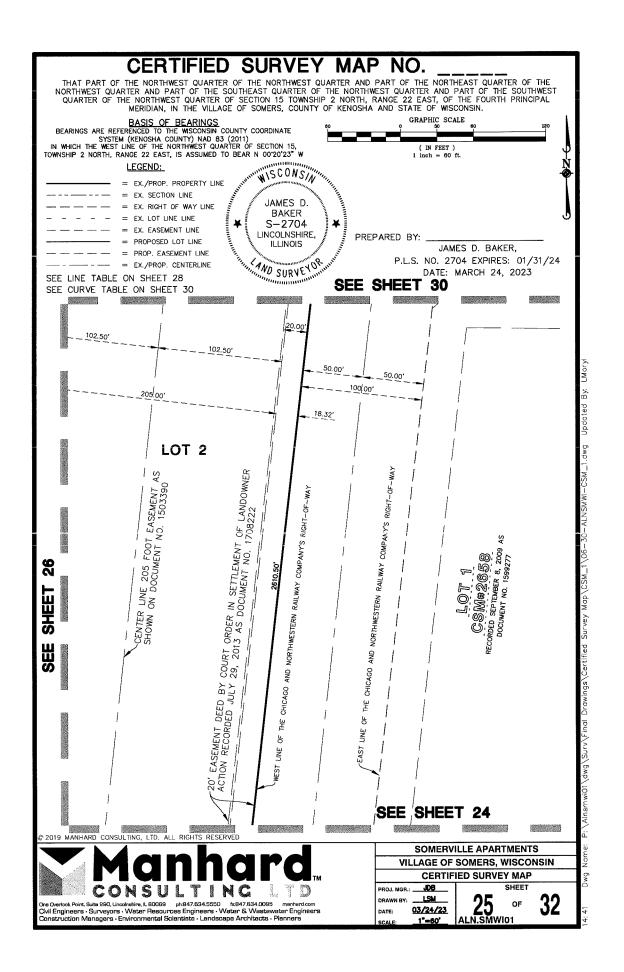


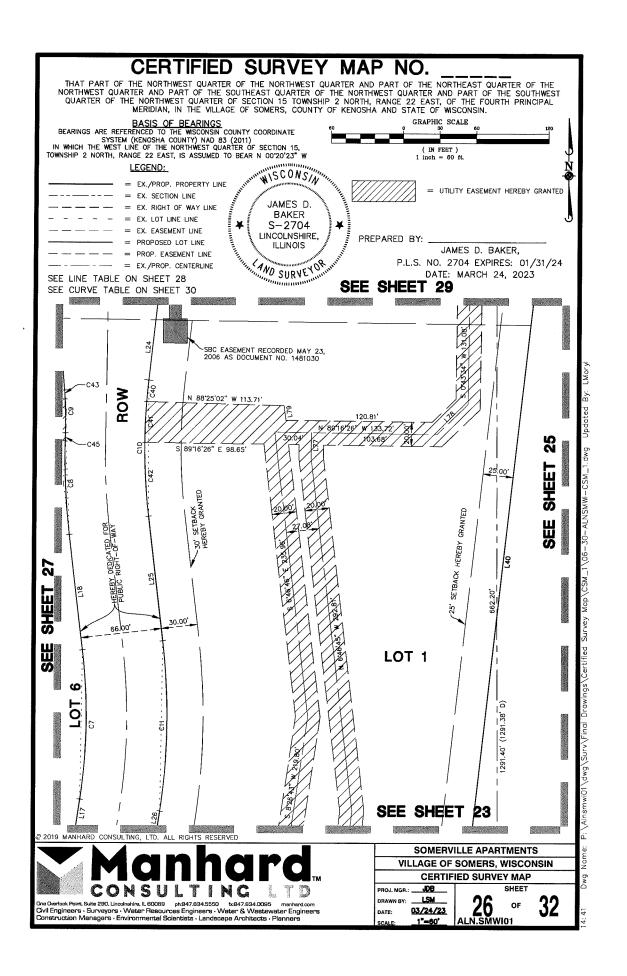


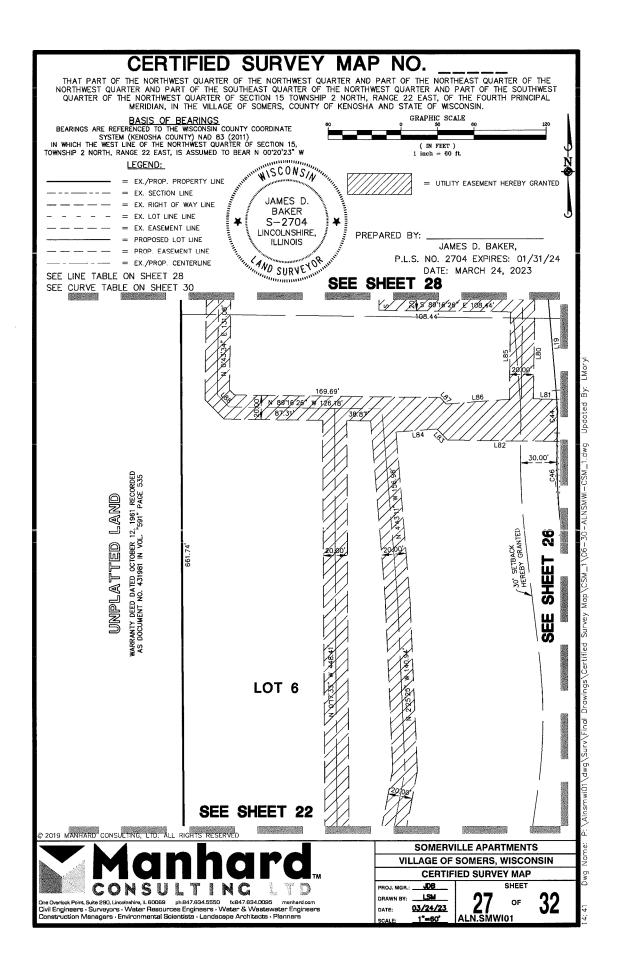


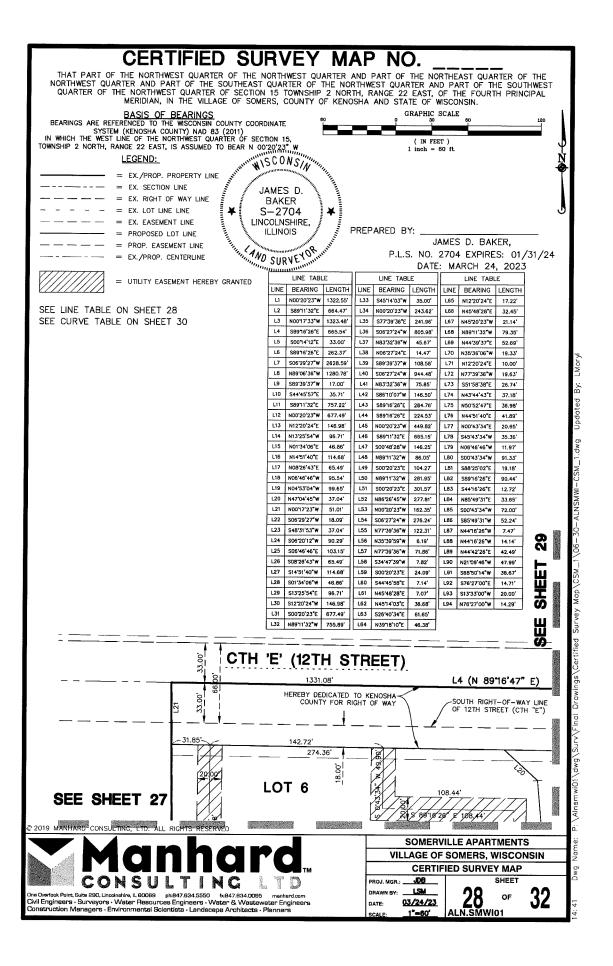


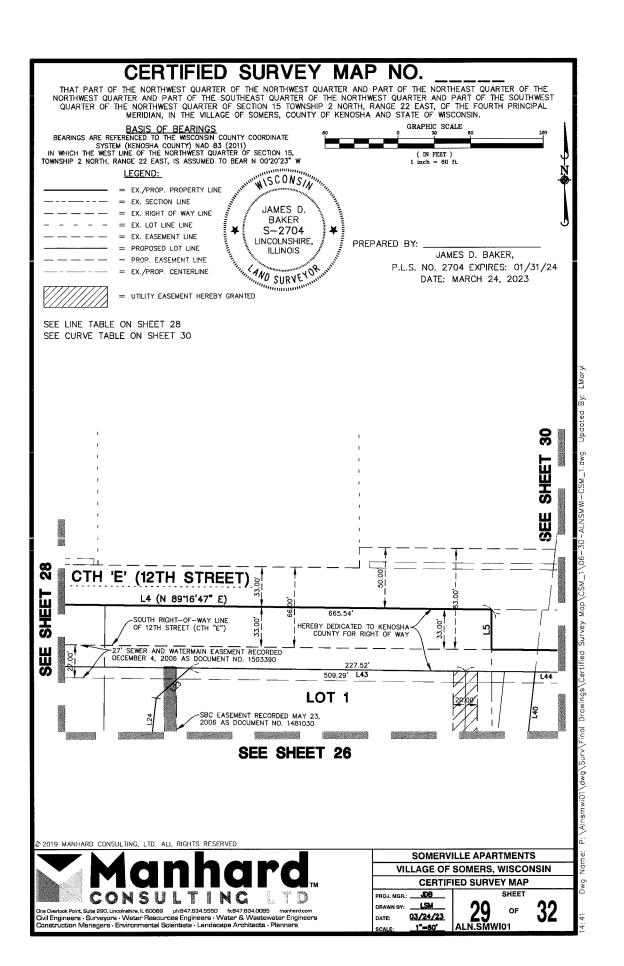


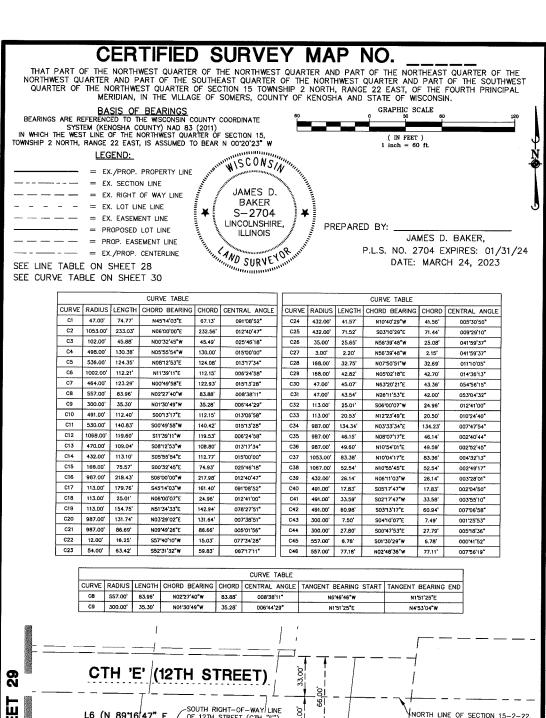


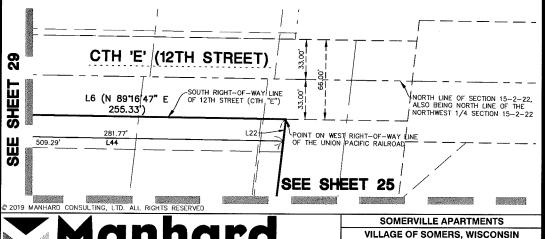












Manhard

One Owelook Point, Suite 280, Lincotestine II. 60069 p. phi42/534,5550 ft.647,534.0055 manhard.com Civil Engineers - Survayors - Water Resources Engineers - Water & Wastewater Engineers Construction Managers - Environmental Scientiats - Landacapa Architects - Planners CERTIFIED SURVEY MAP

DRAWN BY: LSM

DATE: 03/24/23

SCALE: 1°=60°

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32

# CERTIFIED SURVEY MAP NO. THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN. OWNER'S CERTIFICATE AS OWNER(S), I (WE) HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THE PLAT. I (WE) ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF SOMERS. WITNESS THE HAND AND SEAL OF SAID OWNER(S) WISCONS/N \_\_ DAY OF \_\_\_\_\_, 2023. JAMES D. \_\_\_ DAY OF \_\_\_\_\_, 2023. BAKER S - 2704¥ LINCOLNSHIRE, ILLINOIS \_\_ PREPARED BY: \_ TITLE: JAMES D. BAKER, AND SURVEYOR P.L.S. NO. 2704 EXPIRES: 01/31/24 NOTARY'S CERTIFICATE DATE: MARCH 24, 2023 STATE OF \_\_\_\_ COUNTY OF \_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT \_ OF SAID CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTORIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_ NOTARY PUBLIC VILLAGE OF SOMERS BOARD APPROVAL THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SOMERS AND DEDICATION ACCEPTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_, 2023. GEORGE STONER, VILLAGE PRESIDENT MARY COLE, VILLAGE CLERK VILLAGE OF SOMERS PLAN COMMISSION APPROVAL THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE PLAN COMMISSION OF THE VILLAGE OF SOMERS AND ADOPTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_\_, 2023. .\_\_, 2023. GEORGE STONER, VILLAGE PRESIDENT MARY COLE, VILLAGE CLERK

# VILLAGE TREASURER CERTIFICATE

STATE OF WISCONSIN ) KENOSHA COUNTY )SS

I, \_\_\_\_\_\_, BEING THE DULY ELECTED (APPOINTED), QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF SOMERS, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF \_\_\_\_\_\_, 2023 AFFECTING THE LANDS INCLUDED IN THIS PLAT.

(DATE) TREASURER



One Owerlack Point, Suita 290, Lincohabins, IL 60069 ph.847.834.5550 fx.847.634.0095 manhard.com Civil Engineers · Surveyors · Water Resources Engineers · Water & Wastewater Engineers Construction Managers · Environmental Scientists · Landscape Architects · Planners

SOMERVILLE APARTMENTS

VILLAGE OF SOMERS, WISCONSIN

**CERTIFIED SURVEY MAP** SHEET

PROJ. MGR.: \_\_\_\_\_JDB DRAWN BY: LSM DATE: 03/24/23

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OF

# CERTIFIED SURVEY MAP NO.

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
) S.S.
COUNTY OF LAKE)

I, JAMES D. BAKER, A WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED AND CONSOLIDATED A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 00 DEGREES 20 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 1322.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 11 MINUTES 32 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 664.47 FEET TO A POINT ON THE EAST LINE OF WEST 1/2 OF WEST 1/2 OF NORTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH OD DEGREES 17 MINUTES 33 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 1323.48 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 665.54 FEET; THENCE SOUTH 0D DEGREES 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 262.37 FEET TO A POINT ON THE WEST LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S RIGHT-OF-WAY; THENCE SOUTH 06 DEGREES 29 MINUTES 27 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 2628.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 1280.78 FEET TO THE POINT OF BEGINNING.

THAT I HAVE MADE THIS SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF CARDINAL CAPITAL MANAGEMENT.

SUBJECT TO EASEMENTS, RESTRICTIONS AND ROADWAYS OF RECORD, SAID PARCEL CONTAINING 67.039 ACRES.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE CODE OF GENERAL ORDINANCES FOR THE VILLAGE OF SOMERS, DIVIDING AND MAPPING THE SAME.

DATED THIS 24TH DAY OF MARCH, 2023

SURVEYOR: JAMES D. BAKER
WISCONSIN PROFESSIONAL LAND SURVEYOR NO. 2704-8



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One Ownfock Point, Suits 280, Lincohebire, 11, 80089 ph847834,5550 ft:847,834.0005 menhardcom Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers Construction Manegers - Environmental Scientiats - Landscape Architects - Planners SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN

CERTIFIED SURVEY MAP
PROJ. MGR.: \_\_\_\_\_\_\_\_ SHEET

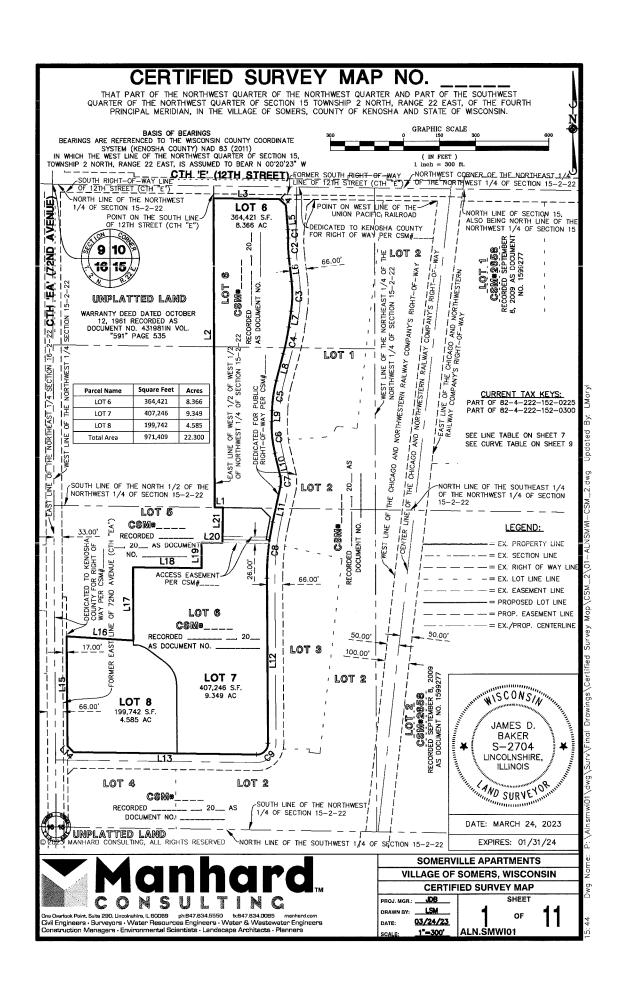
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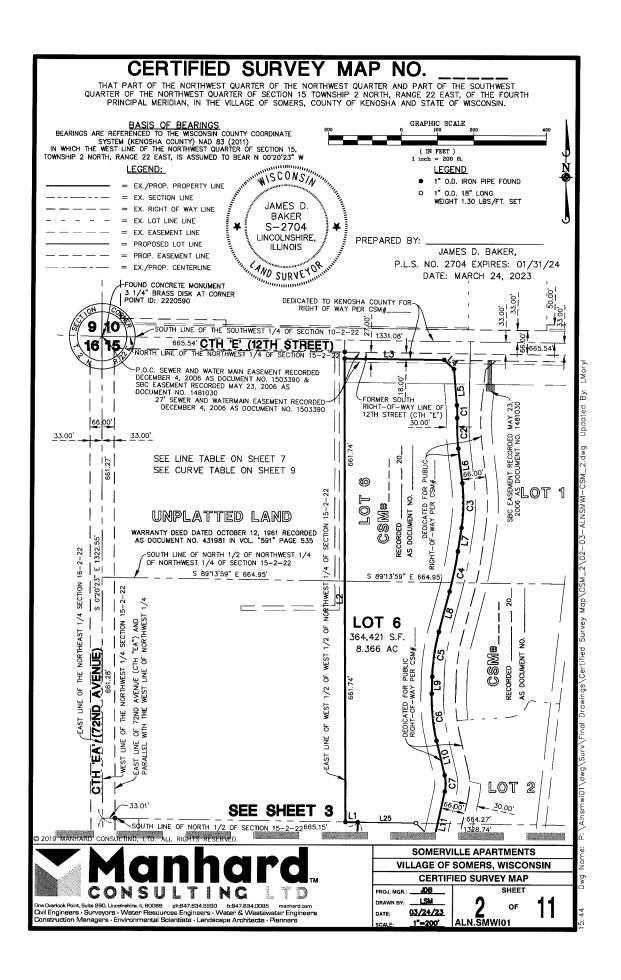
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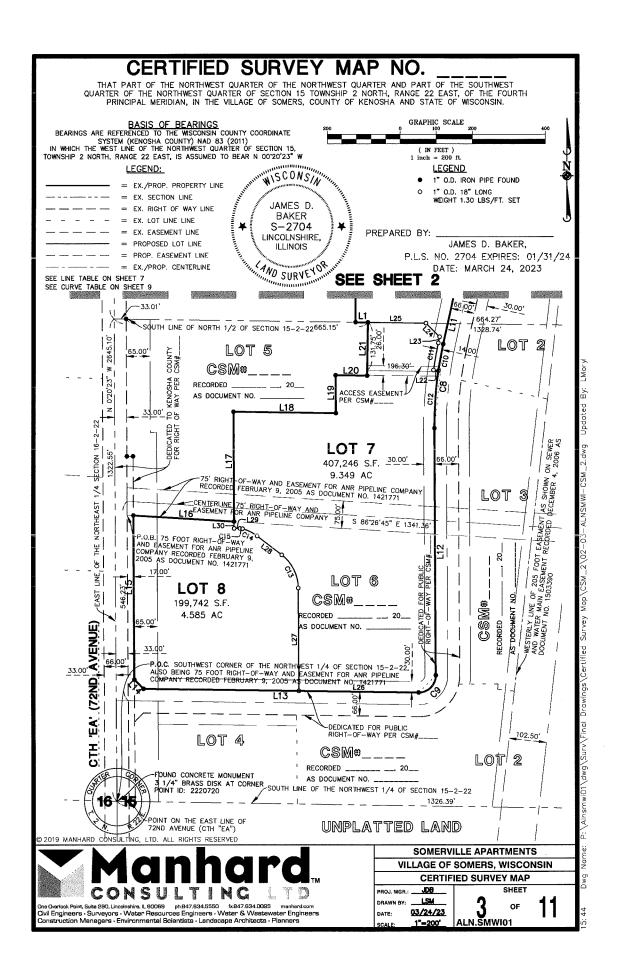
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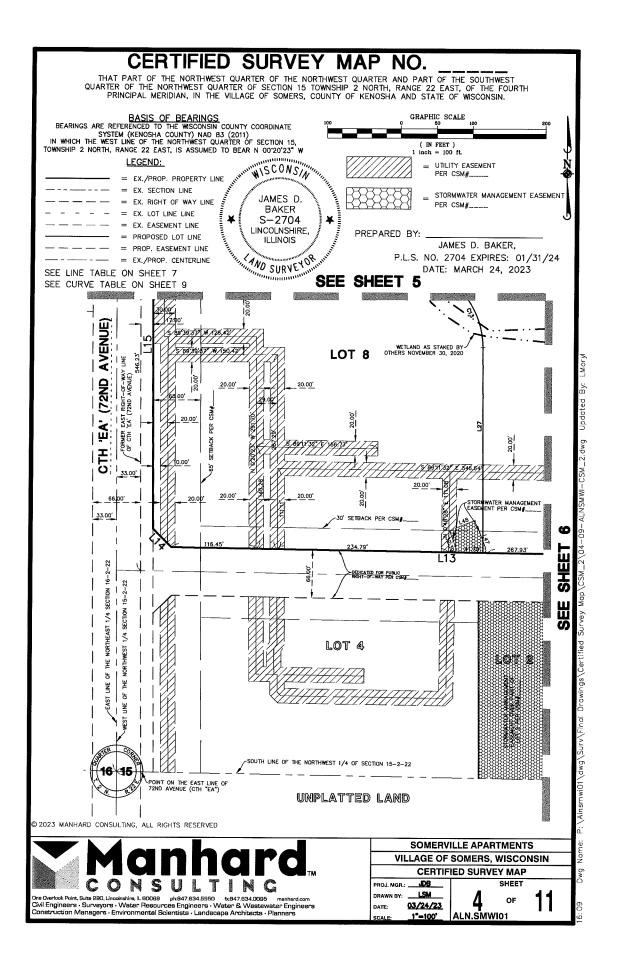
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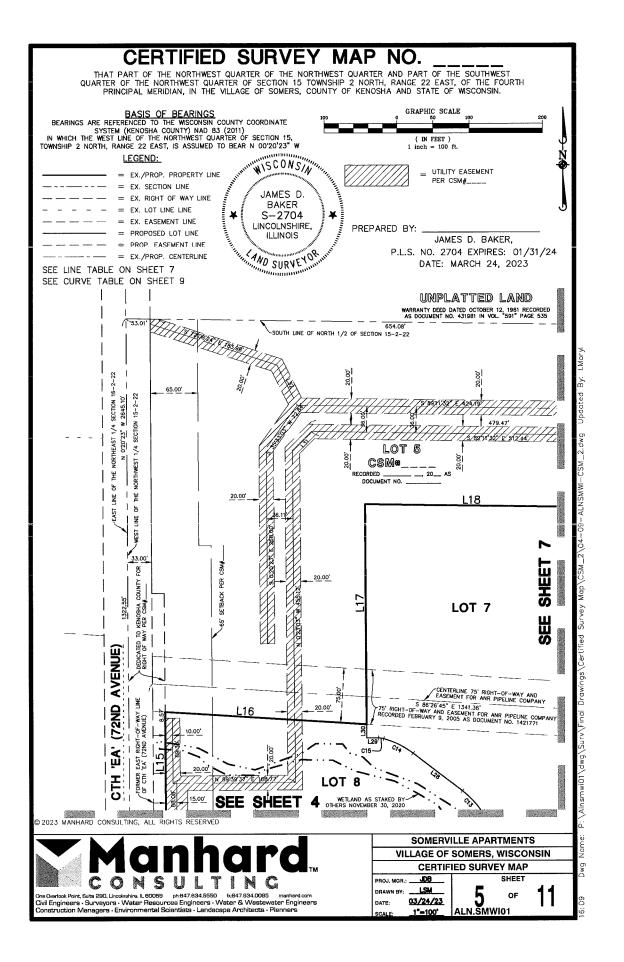
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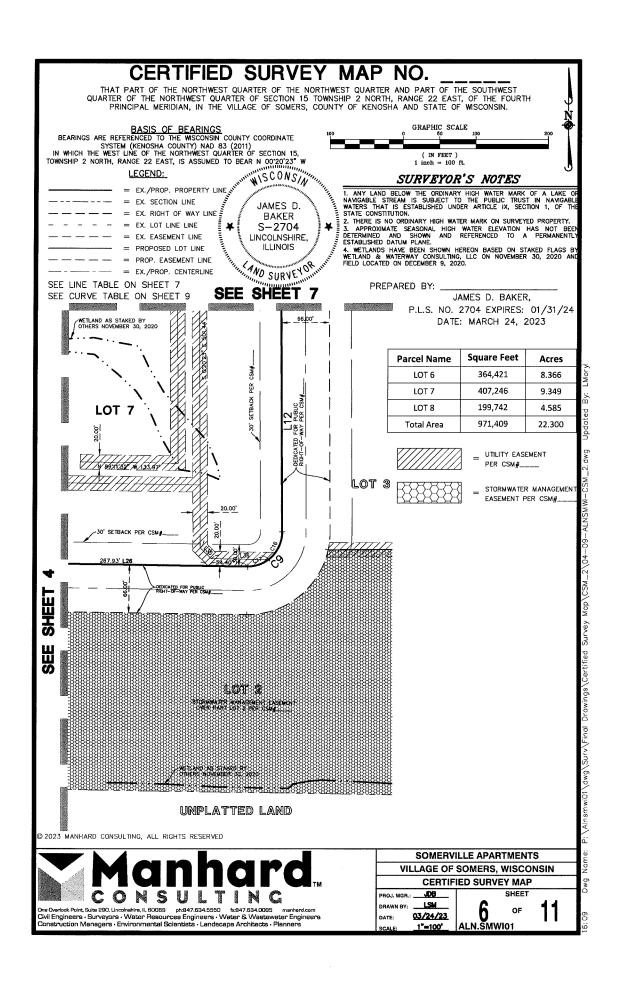


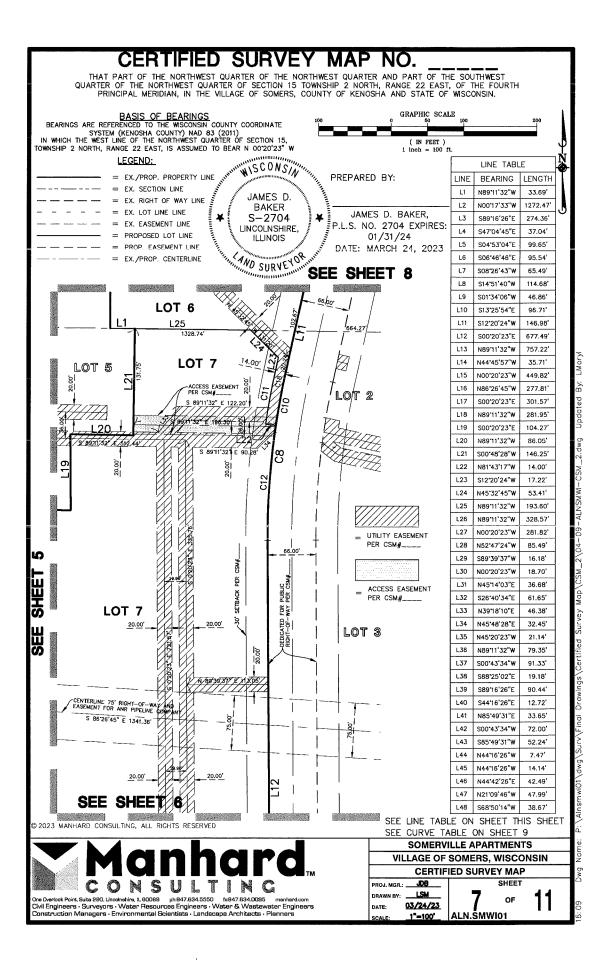


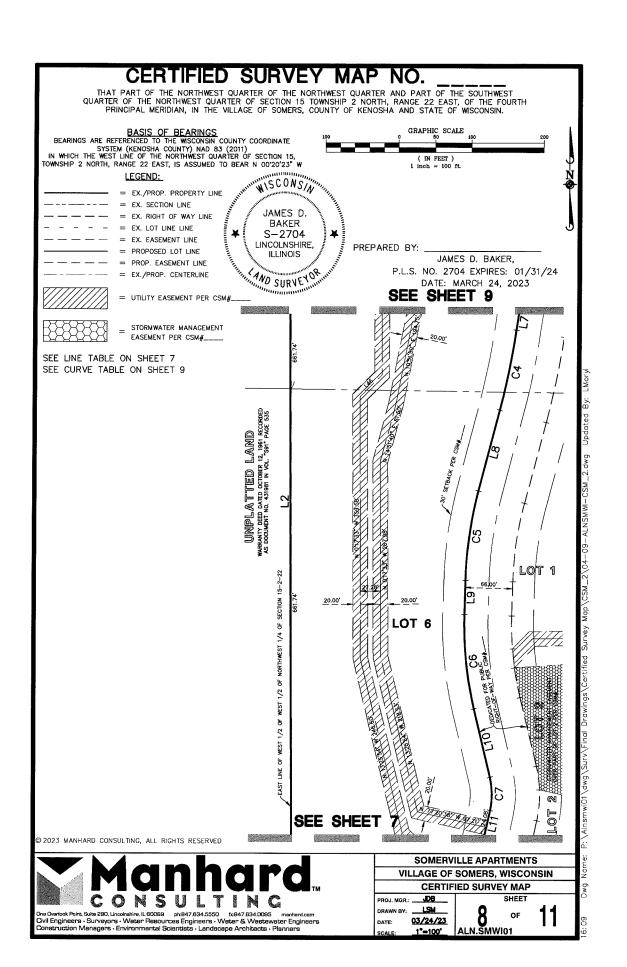


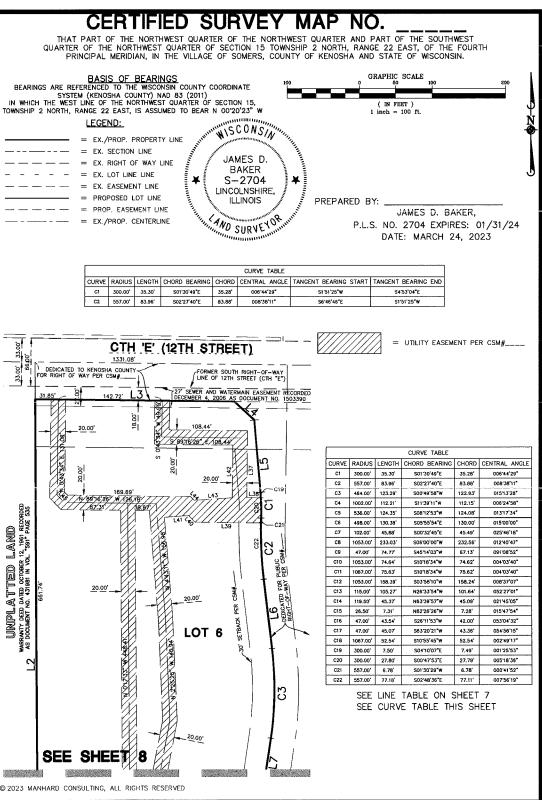












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One Owerlook Point, Suita 290, Lincolnebira, I. 60089 ph.847,634,5550 fx.847,634,0095 menhand.com Civil Engineens - Surveyors - Water Resources Engineers - Water & Westeweter Engineers Construction Managers - Environmental Scientists - Landscepe Architects - Planners Dwg Name: P:\Alnsmwi01\dwa\Surv\

SOMERVILLE APARTMENTS

VILLAGE OF SOMERS, WISCONSIN CERTIFIED SURVEY MAP

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JDB

LSM 03/24/23 1"=100" SHEET

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# CERTIFIED SURVEY MAP NO.

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

OWNER'S CERTIFICATE
AS OWNER(S), I (WE) HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THE PLAT. I (WE) ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF SOMERS. WITNESS THE HAND AND SEAL OF SAID OWNER(S)
THIS DAY OF, 2023.
ON THIS DAY OF, 2023. JAMES D. BAKER
BY:   S-2704   **   LINCOLNSHIRE,
TITLE: PREPARED BY:
OWNER(S)  THIS DAY OF, 2023.  ON THIS DAY OF, 2023.  BY:  TITLE: PREPARED BY:  JAMES D. BAKER,
STATE OF) ) S.S. COUNTY OF)
I,, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE
AFORESAID, DO HEREBY CERTIFY THAT AND
— OF SAID CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTORIAL SEAL, THIS DAY OF, 2023.
NOTARY PUBLIC
VILLAGE OF SOMERS BOARD APPROVAL
THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SOMERS AND DEDICATION ACCEPTED ON THIS DAY OF, 2023.
GEORGE STONER, VILLAGE PRESIDENT MARY COLE, VILLAGE CLERK
VILLAGE OF SOMERS PLAN COMMISSION APPROVAL
THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE PLAN COMMISSION OF THE VILLAGE OF SOMERS AND ADOPTED ON THIS DAY OF, 2023.
GEORGE STONER, VILLAGE PRESIDENT MARY COLE, VILLAGE CLERK
VILLAGE TREASURER CERTIFICATE
STATE OF WISCONSIN ) KENOSHA COUNTY )SS
I,, BEING THE DULY ELECTED (APPOINTED), QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF SOMERS, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF, 2023 AFFECTING THE LANDS INCLUDED IN THIS PLAT.
(DATE)  © 2023 MANHARD CONSULTING, ALL RIGHTS RESERVED



One Overlook Point, Suita 280, Lincolnehina, II. 80089 ph.847,634,5550 fr.847,834,0035 menhard.com Civil Engineers · Surveyors · Water Resources Engineers · Water & Wastewater Engineers Construction Menagers · Environmental Scientiats · Landacape Architects · Planners SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN

DATE:

03/24/23 N.T.S. ALN.SMWI01 11

38: 56 Dwg Name:

Updated By: LMoryl

## CERTIFIED SURVEY MAP NO.

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
) S.S
COUNTY OF LAKE)

I, JAMES D. BAKER, A WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED AND CONSOLIDATED A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT I HAVE MADE THIS SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF CARDINAL CAPITAL MANAGEMENT.

SUBJECT TO EASEMENTS, RESTRICTIONS AND ROADWAYS OF RECORD, SAID PARCEL CONTAINING 27.833

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE CODE OF GENERAL ORDINANCES FOR THE VILLAGE OF SOMERS, DIVIDING AND MAPPING THE SAME.

DATED THIS 24TH DAY OF MARCH, 2023

SURVEYOR: JAMES D. BAKER WISCONSIN PROFESSIONAL LAND SURVEYOR NO. 2704-8



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One Overlook Point, Suits 290, Lincolnshira, I. 60069 ph:847.634.5550 kc847.634.0095 memberd.com Civil Engineers · Surveyors · Water Resources Engineers · Water & Westewater Engineers Construction Managers · Environmental Scientists · Landscape Architacta · Planners SOMERVILLE APARTMENTS

VILLAGE OF SOMERS, WISCONSIN

CERTIFIED SURVEY MAP

PROJ. MGR.: JDB

DRAWN BY: LSM

DATE: 03/24/23

SCALE: N.T.S.

ALN.S

SHEET

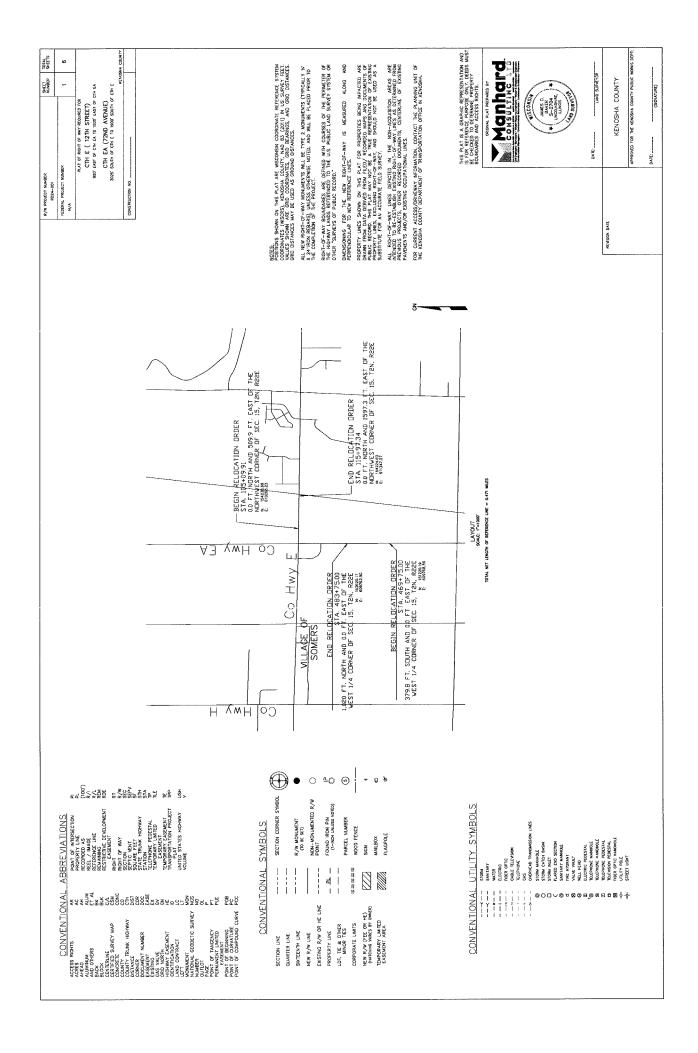
OF

N.SMWI01

Dwg Name: P:\Alnsmwi01\

8: 56

# EXHIBIT B RIGHT OF WAY PLAT

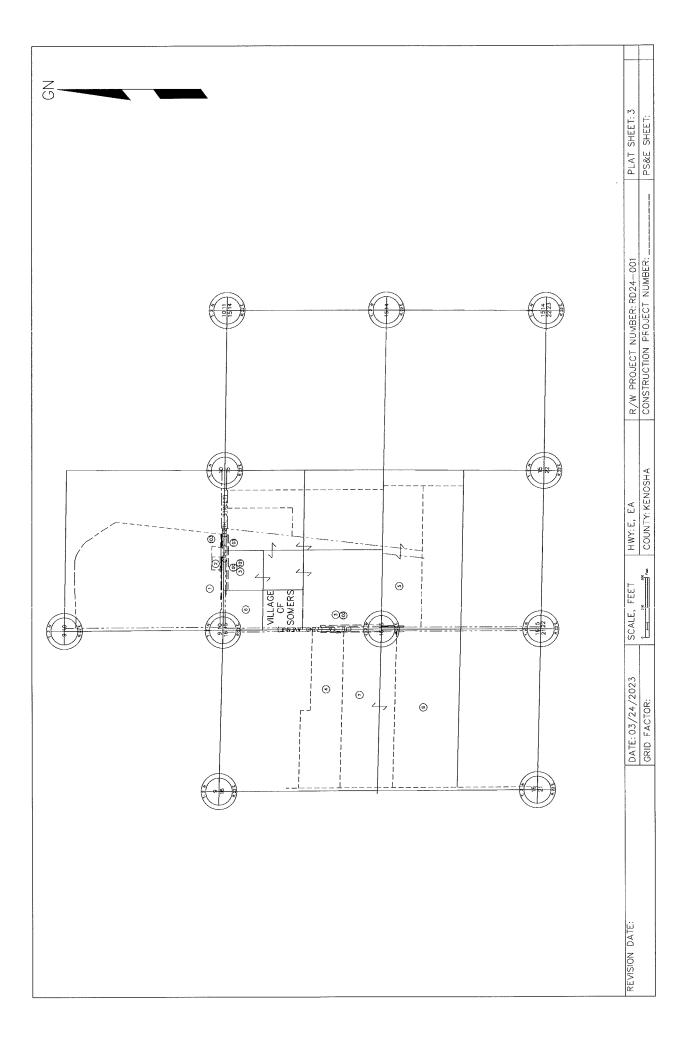


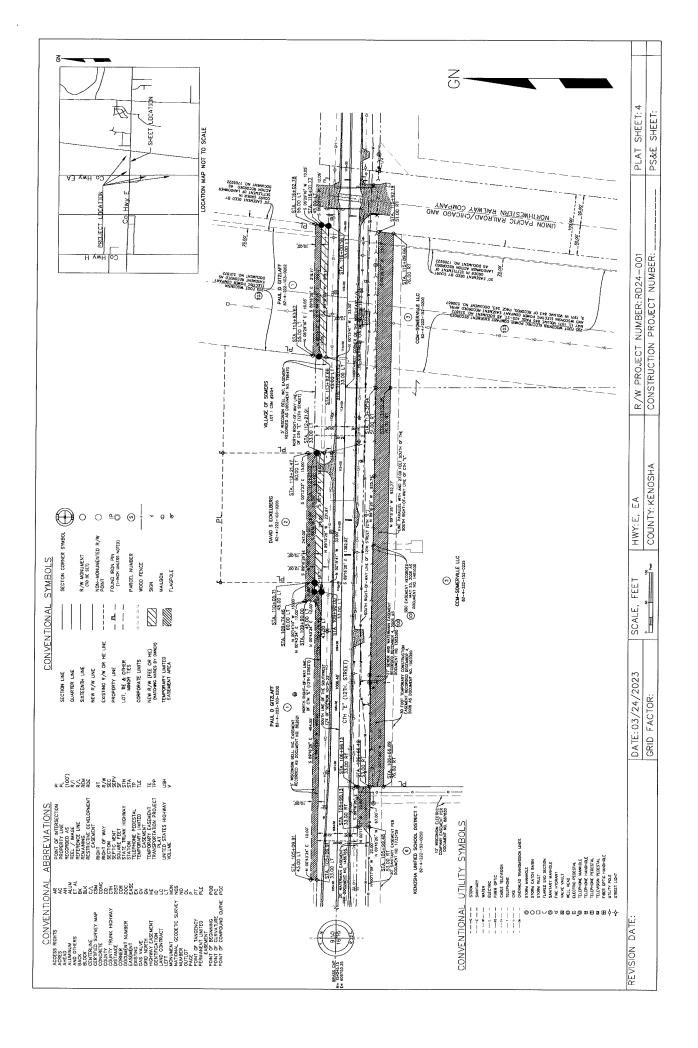
# SCHEDULE OF LANDS AND INTERESTS REQUIRED NUMBERS OF THE TRANSPER OF LAND INTERESTS TO THE TRANSPER OF LAND

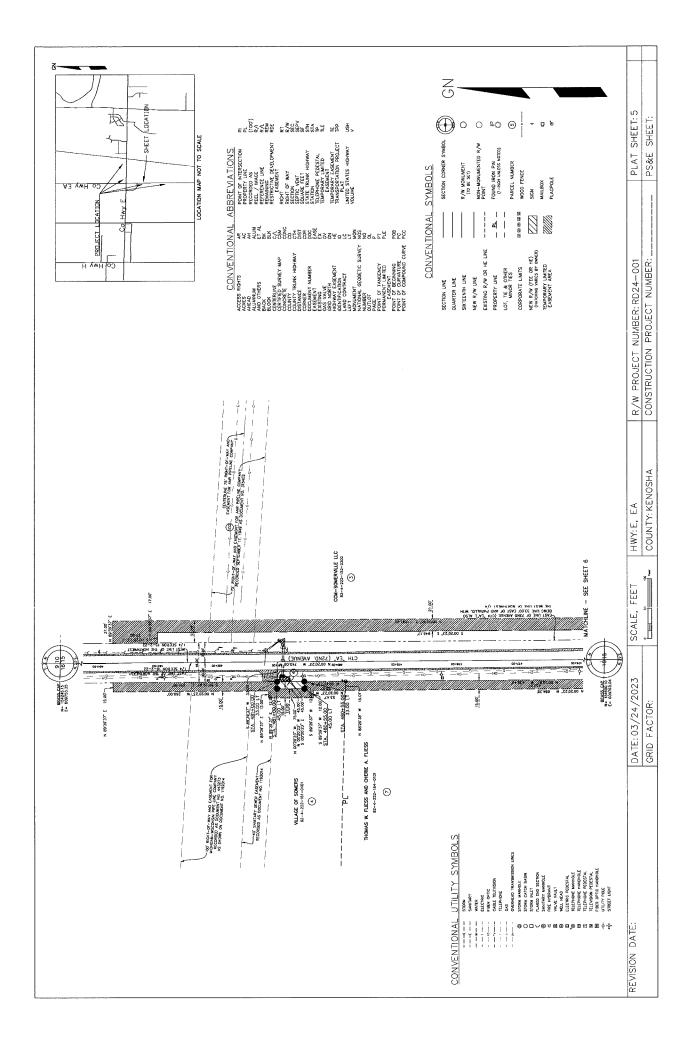
AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER WANHAREL SONGESS AND MAY NOT NOLUNE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

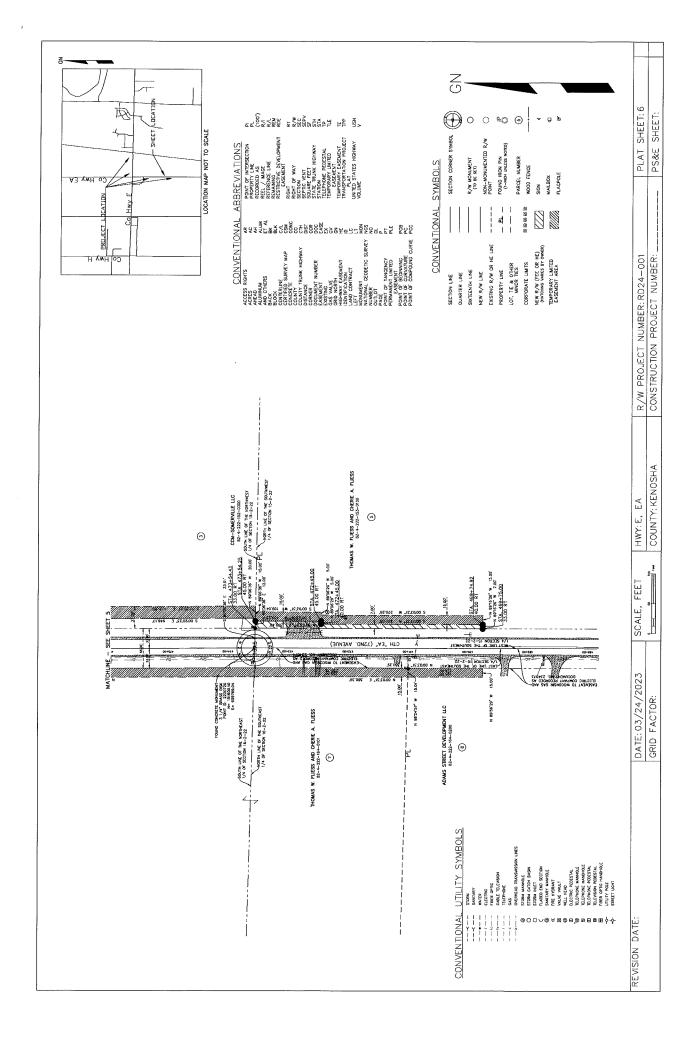
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110000		FEE & TLE 89.6	FEE & TLE 0.8:		TLE 65.5								
		PAUL D GITZLAFF	DAVID S ECKELBERG		CCM-SOMERVILLE LIC	CCM-SOMERVILLE LLC	D CHERE A FLESS	D CHERE A. FLESS	8 8				
		4 PAUL D	4 DAVIDS		4, 5, & 6 CCM-SD								
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TH 4 C 10010 1100					
REVISION DATE:	DATE: 03/24/2023	SCALE, FEET	HWY: E, EA	R/W PROJECT NUMBER: RD24-001	PLAT SHEET: 2
	GRID FACTOR:	700 400	COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER:	PS&E SHEET:









# **EXHIBIT C**

# **PLANS**

ORIGINAL PLANS PREPARED BY Therew The (Signature & Title of Official) ACCEPTED FOR COUNTY May 15, 2023 (Date) (Date) COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS), KENOSHA COUNTY. PLOT BY : NICHOLAS B. ADDANTE PLOT NAME COUNTY TRUNK HIGHWAY E AND COUNTY TRUNK HIGHWAY EA -END PROJECT STA,116+15,27 (72ND AVE TO 65TH AVE & 12TH ST TO 18TH ST VILLAGE OF SOMERS DIVISION OF HIGHWAYS KENOSHA PLAN OF PROPOSED IMPROVEMENT KENOSHA COUNTY KENOSHA COUNTY PLOT DATE : 5/15/2023 3:33 PM TOTAL NET LENGTH OF CENTERLINE = 1.37 MI. SOMERS PROJECT NUMBER | RD 24-001 KENCSHA ARPORT BEGIN PROJECT STA.105+13.28 PROJECT IN LOCATIONS END PROJECT STA.483+66.54 BEGIN PROJECT STA,469+80,69 FILE NAME : P.\ALNSMWO!\DWG\ENG\FINAL DRAWINGS\HIGHWAY PLAN SET\01-02 TITLE & INDEX.DWG ABBREVIATIONS ypical Sections and Details Structure Plans Computer Eorthwork Data Standard Detail Drawin Sign Plates CONVERTE
CLIENT YARD
DITCH
DATE:
DAT TOTAL SHEETS = 60 ORDER OF SHEETS Section No. Section No. 24-001 COUNTY: KENOSHA PROJECT ID: WITH: N/A

WISDOT/CADDS SHEET

SHEETS

9

INDEX

DESCRIPTION

	UTILITY CONTACTS	
ELECTRIC	WATER	SEMER
PO BOX 2046	DEPT. OF PUBLIC WORKS	DEPT OF PUBLIC WORKS
MILWUAKEE, WI 53203	7511 12TH STREET	7511 12TH STREET
(866) 423-0364	KENOSHA, W 53144	KENOSHA, WI 53:44
	(202) 038-2022	(262) 859-2822
GAS	TELE	
WE ENERGIES		
PO BOX 2046		
MILWUAKEE, WI 53203	RACINE, WI 53403	
(866) 423-0364		

THE BOUNDAY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A RELOCATION OF THE STATE OF THE

SOURCE BENGHARK/STE BENGHARK #: THE TOWNE BRASS GAP AT HE WEST TY CROKER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH, WEIGHAL, WEIGHAN, KENOSH COUNT, WISCONSH. ELEVATION-687.15

DATUM-NGVD29 ELEVATION=689.50 (MEASURED) ELEVATION=689.57 (RECORD)

PLAN AND PROFILE — CTH E STA.108+00 TO STA.108+00 PLAN AND PROFILE — CTH E STA.108+00 TO STA.113+00 PLAN AND PROFILE — CTH E STA.113+00 TO STA.113+50 PLAN AND PROFILE — CTH EA STA.468+00 TO STA.474-50 PLAN AND PROFILE — CTH EA STA.474+50 TO STA.480+00 PLAN AND PROFILE — CTH EA STA.474+50 TO STA.480+00 PLAN AND PROFILE — CTH EA STA.480+00 TO STA.480+00 PLAN AND PROFILE — CTH EA STA.480+00 TO STA.480+00 FLAN AND PROFILE — CTH EA STA.480+00 TO STA.485+00 INTERSECTION GRADING DETAIL — CTH EA EROSION CONTROL PLAN — CTH EA EROSON CONTROL PLAN DETAILS
PAYEMENT MARKING PLAN - CTH E
PAYEMENT MARKING PLAN - CTH EA
ALIGNMENT TIES- CTH E
ALIGNMENT TIES- CTH E EXISTING CONDITIONS — CTH ERENSING CONDITIONS — CTH EARL PLAN — CTH EARL PLAN — CTH EARL PCAN — CTH EARL SECTIONS PLAN — CTH EARL DEMOLITION PLAN — CTH EARL PCAN — CTH EARL P CONSTRUCTION DETAIL LIST
STANDARD DETAIL DRAWNINGS
STANDARD DETAIL DRAWNINGS STANDARD BETAL DRAWNGS
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STANDARD DETALL DRAWNGS
STANDARD DETALL DRAWNGS
STANDARD DETALL DRAWNGS
STANDARD DETALL DRAWNGS STANDARD DETALL DRAWINGS
STANDARD DETAIL DRAWINGS SUMMARY OF QUANTITIES INDEX OF SHEETS SIGN PLATES SIGN PLATES TITLE SHEET SHEET NO. STE BENCHMARK #2: FOUND BENSO CAP AT THE NORTHWEST CORNER OF SECTION 15 TOWNSHIP 2 NORTH, RAINGE 22 EAST OF THE FOURTH PRINCIPAL IMPRIDIAN, KIROSHA COUNTY, WISCONISM. DATUM-NGVD29 DATUM-NGVD29 STE BENCHAMAY, AC.
SOUTHER, ARROW BOLT OF THE FRE HYDRANT LOCATED, APPROXIMATELY 30.1 FEET SOUTH OF
CONTRELINE OF CONTINUENT TRANK HOPPINY TO CONTRELLE, OF CONTRELLE, OF THE UNION PACHEC RALICADO, CHICAGO AND INSTRUMENTERS RALLWAY COMPANY
MALEGOAD FRACKS.

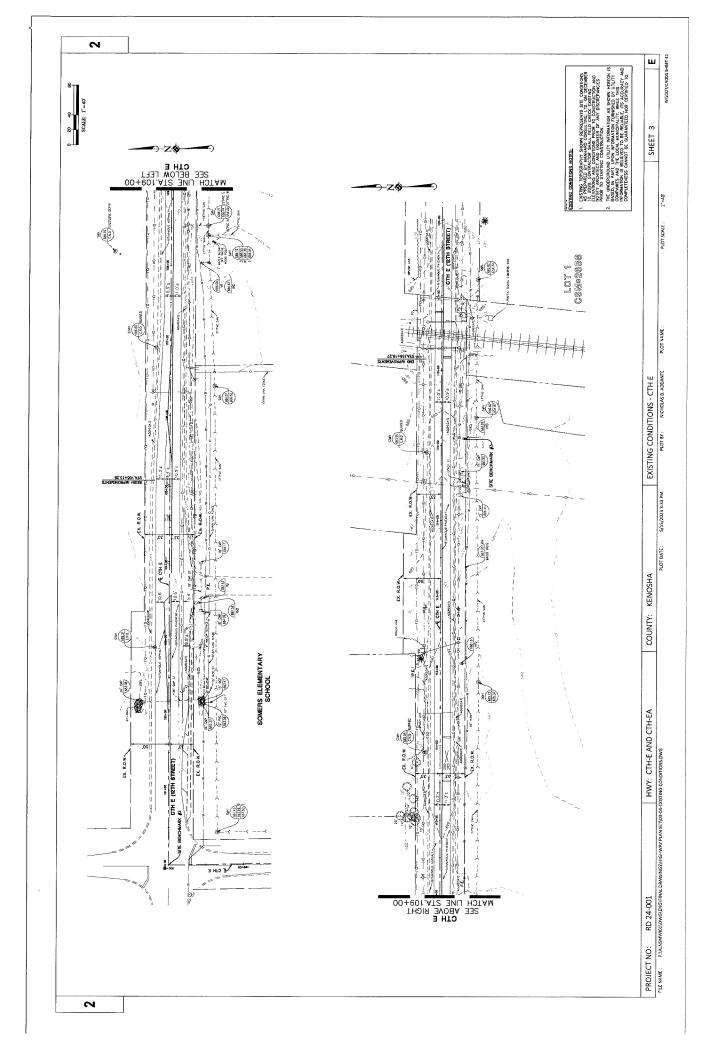
PLOT SCALE : PLOT NAMI CROSS SECTION CTH E - STA.105+00 TO STA.109+50
CROSS SECTION CTH E - STA.116+00 TO STA.112+00
CROSS SECTION CTH E - STA.112+50 TO STA.116+50
CROSS SECTION CTH EA - STA.469+50 TO STA.472+99
CROSS SECTION CTH EA - STA.473+50 TO STA.480+00
CROSS SECTION CTH EA - STA.473+60 TO STA.483+00
CROSS SECTION CTH EA - STA.473+50 TO STA.483+00
CROSS SECTION CTH EA - STA.473+50 TO STA.483+00 NICHOLAS B. ADDANTE INDEX OF SHEETS PLOT BY: 5/15/2023 3:33 PM PLOT DATE : COUNTY: KENOSHA HWY: CTH-E AND CTH-EA

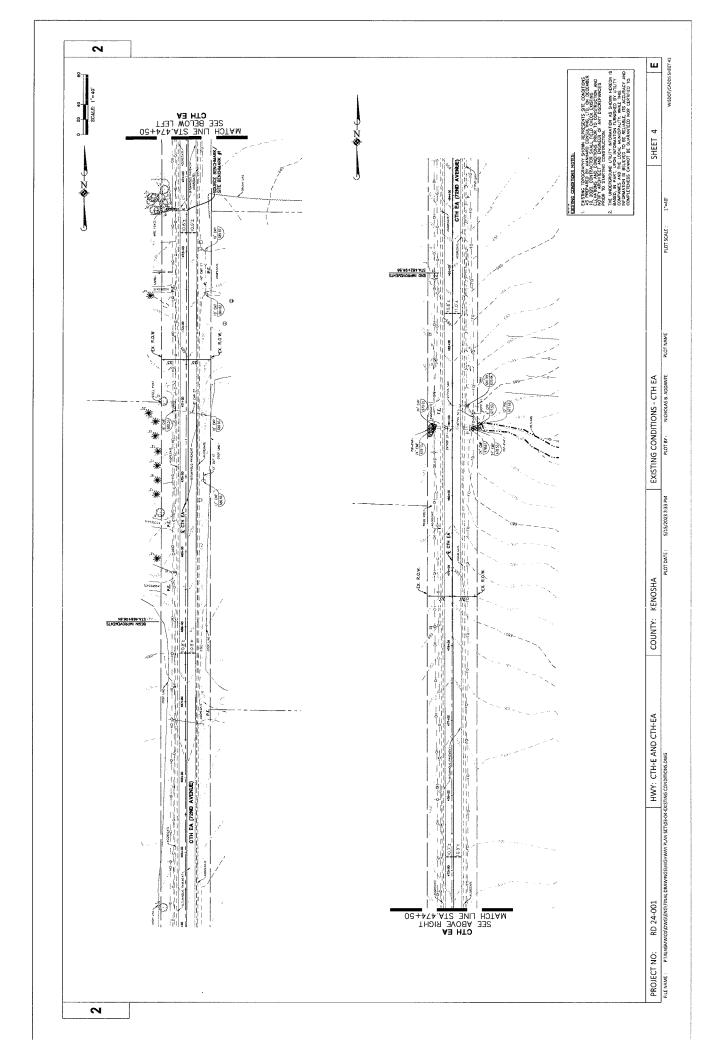
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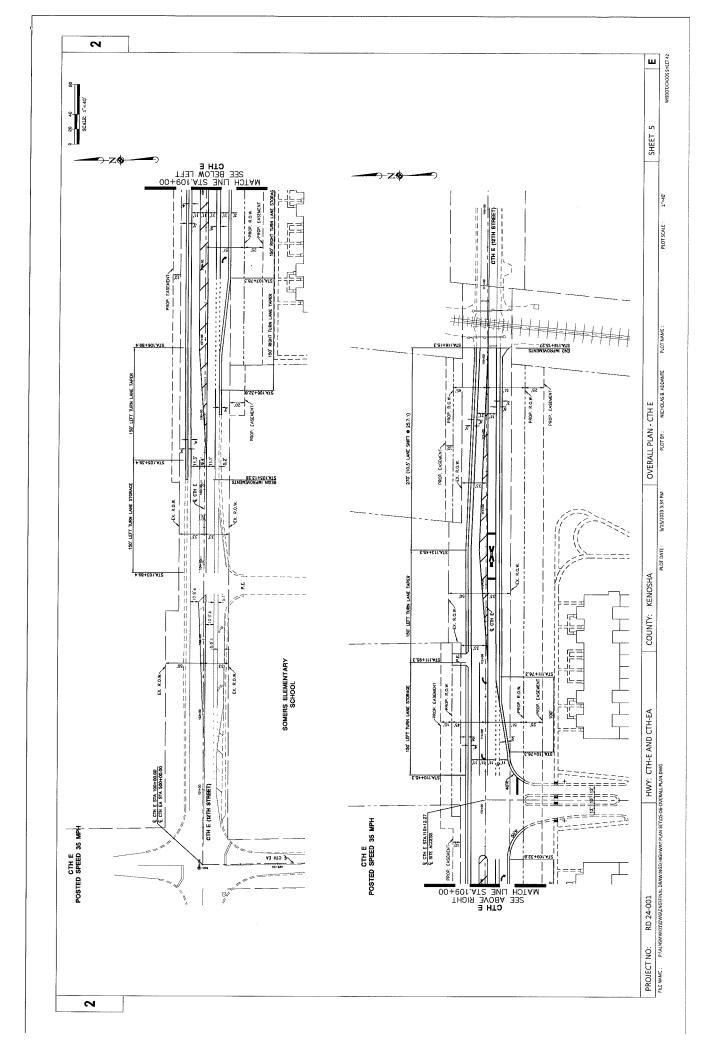
RD 24-001

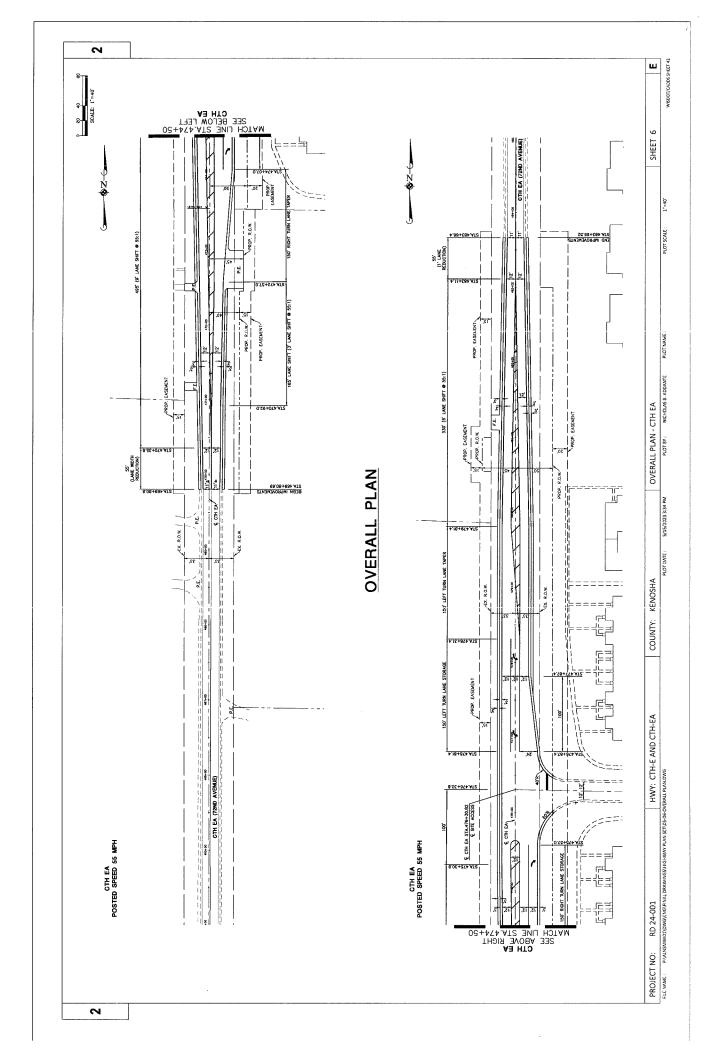
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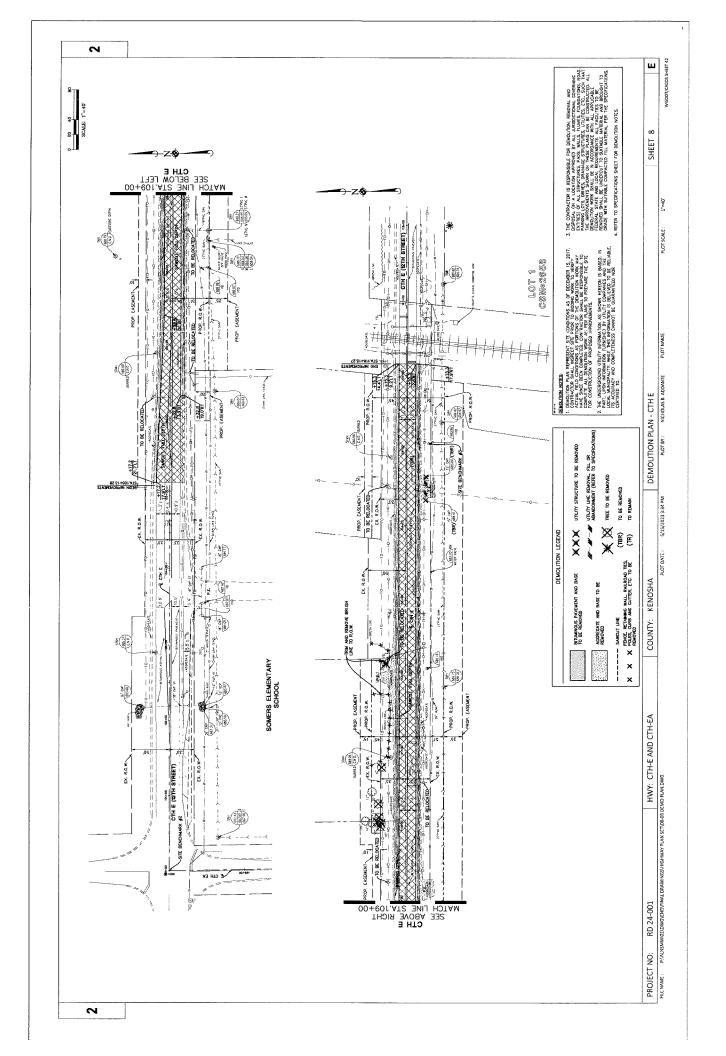
WISDOT/CADDS SHEET 42 ш

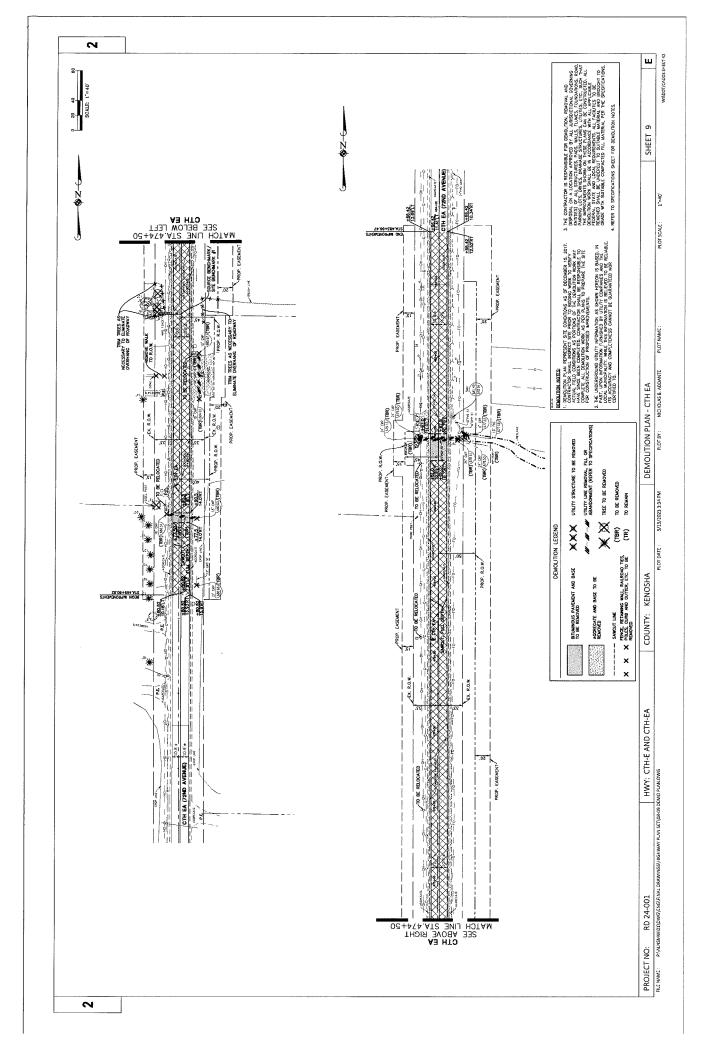


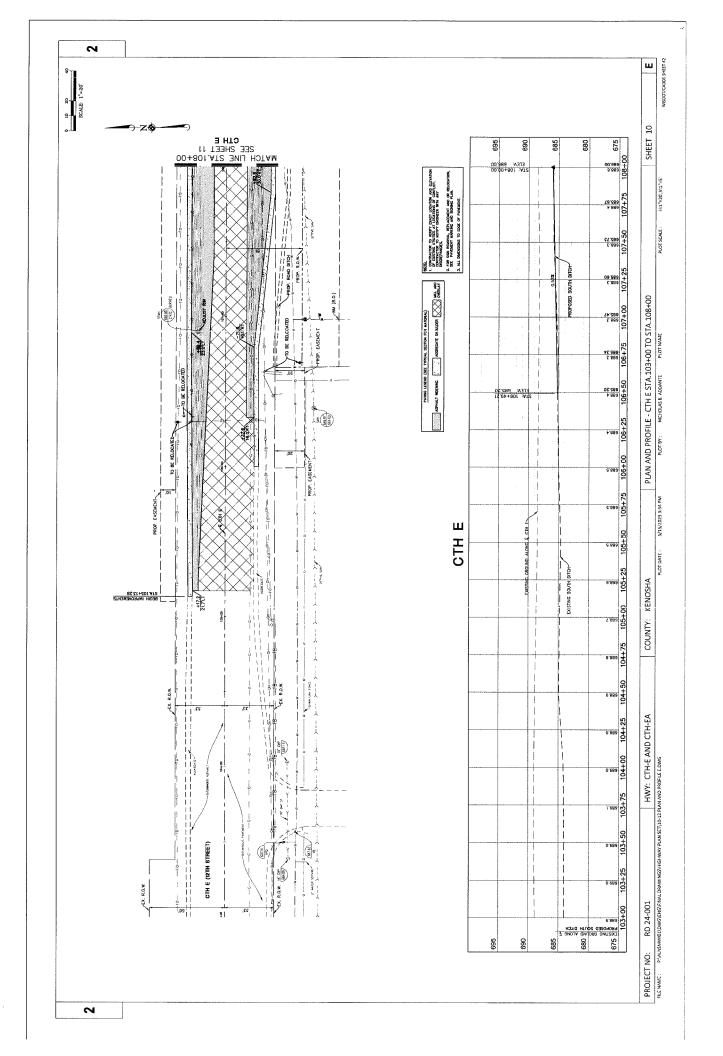


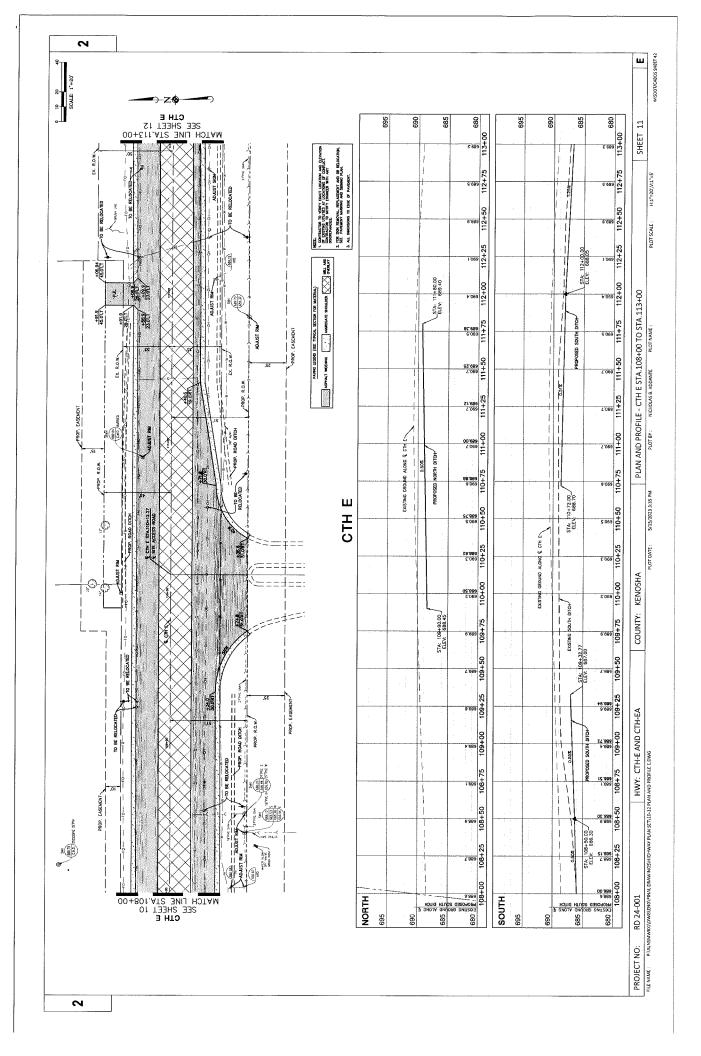


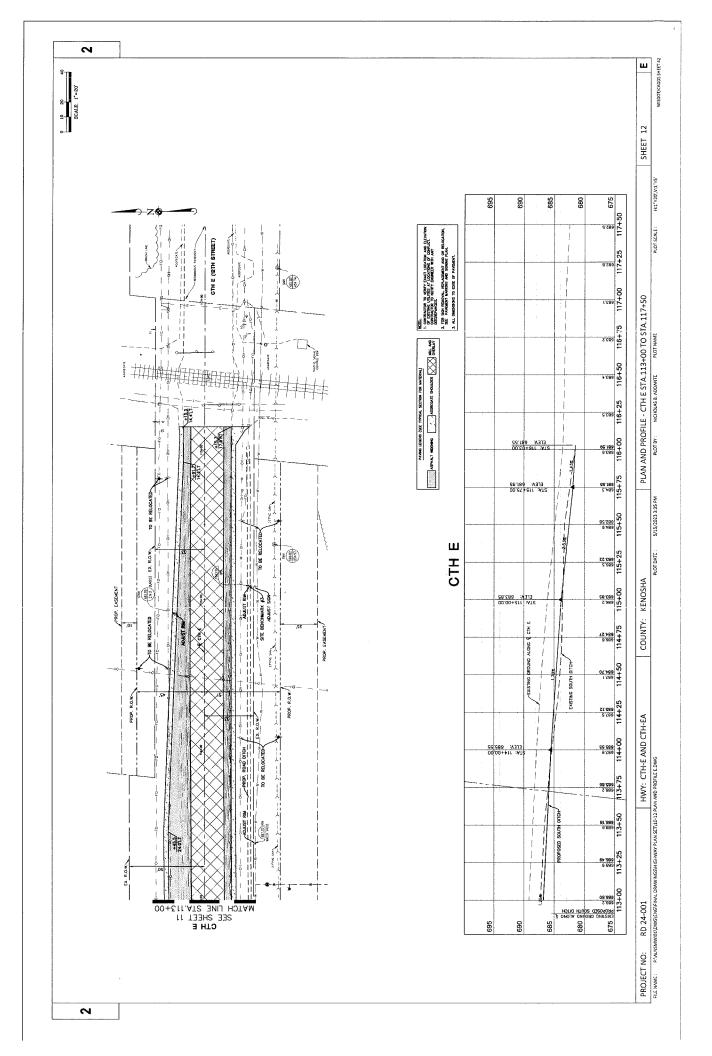


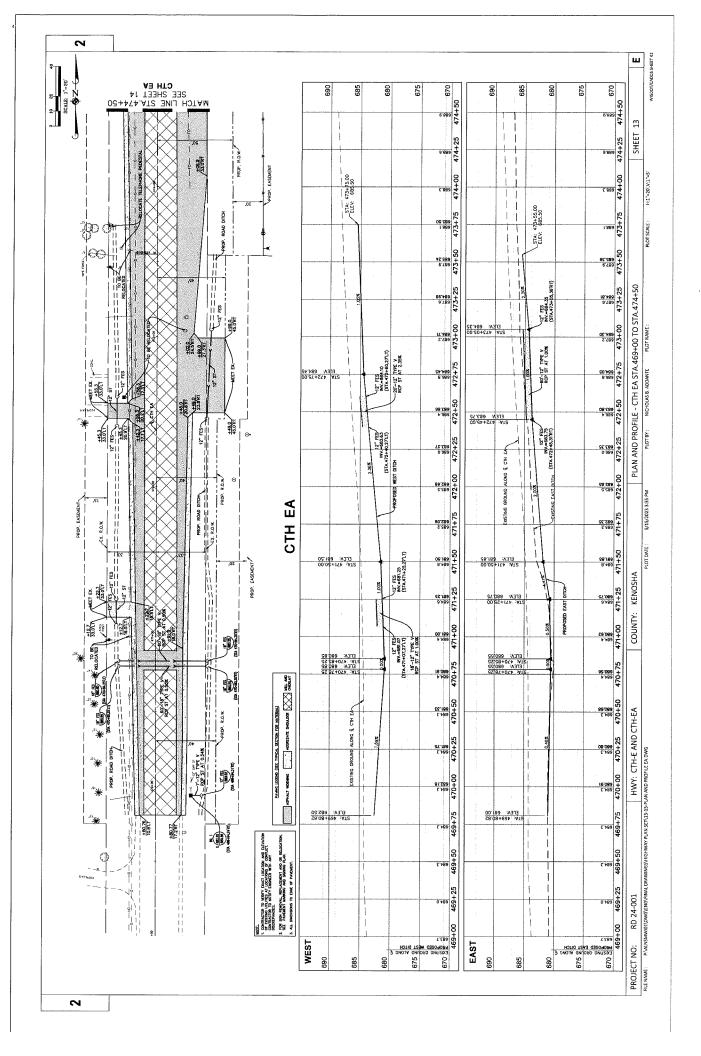


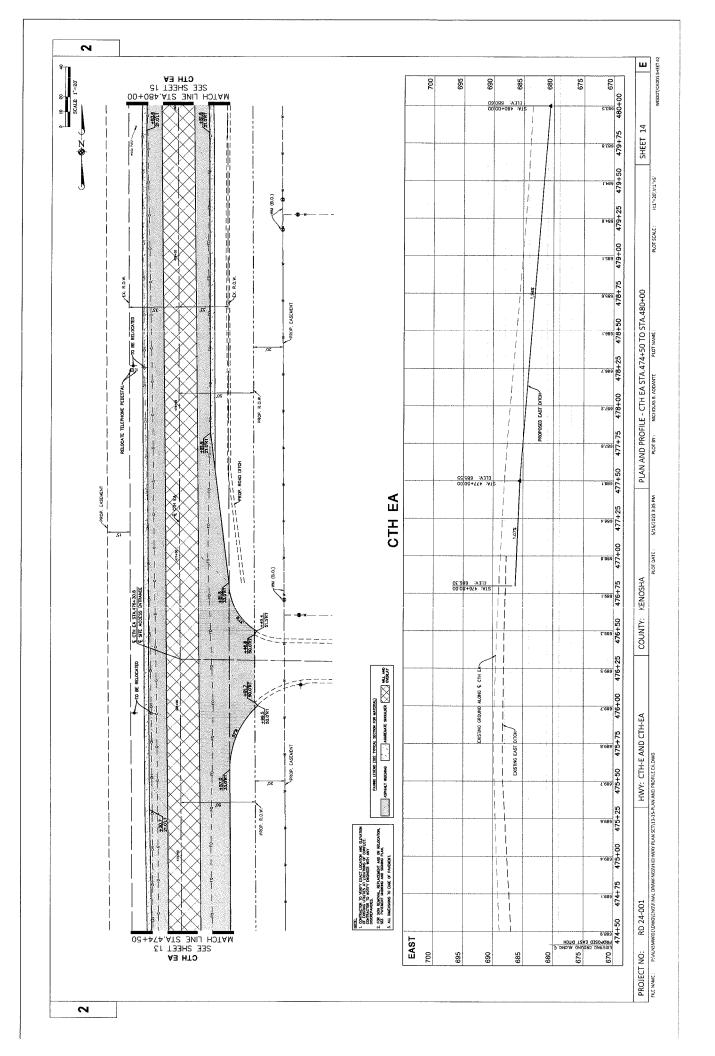


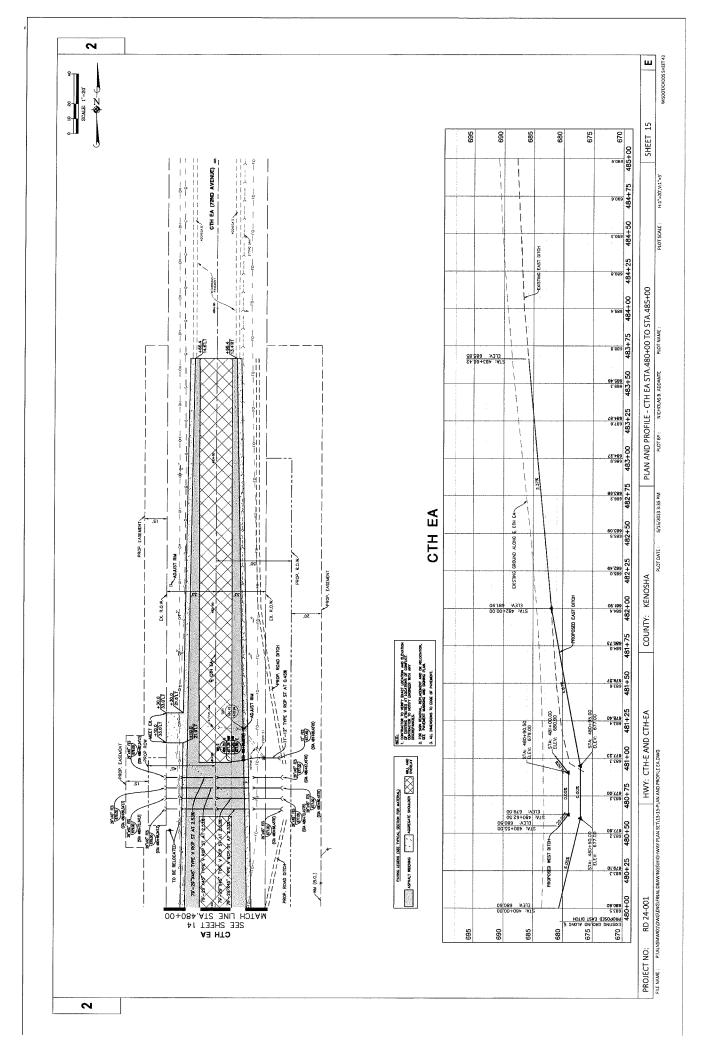


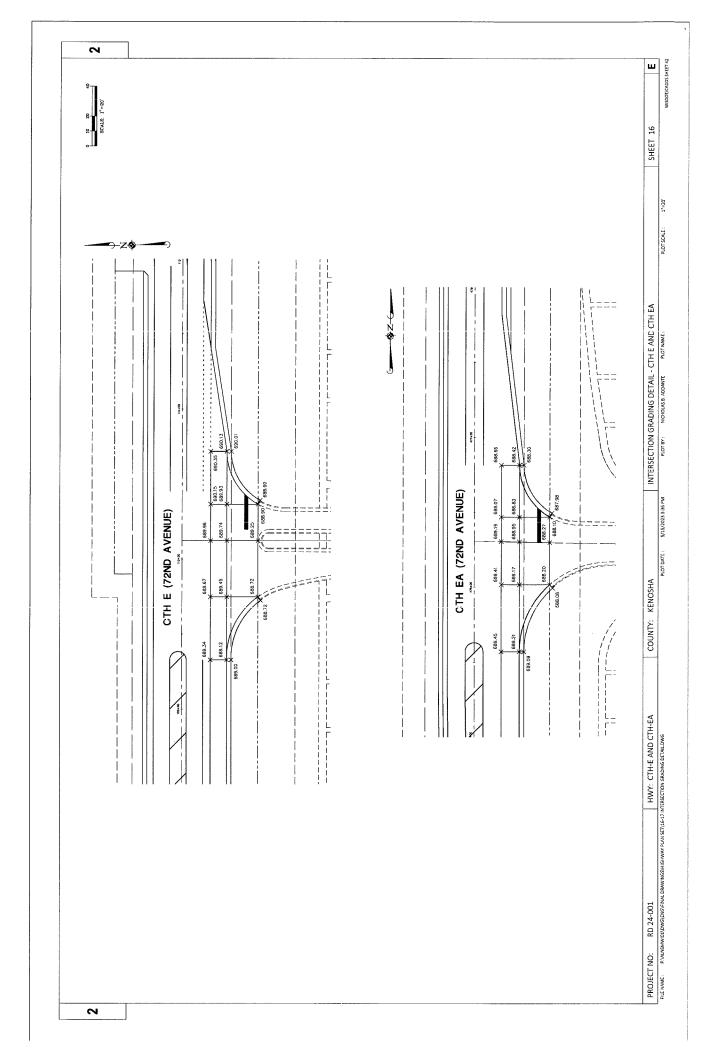


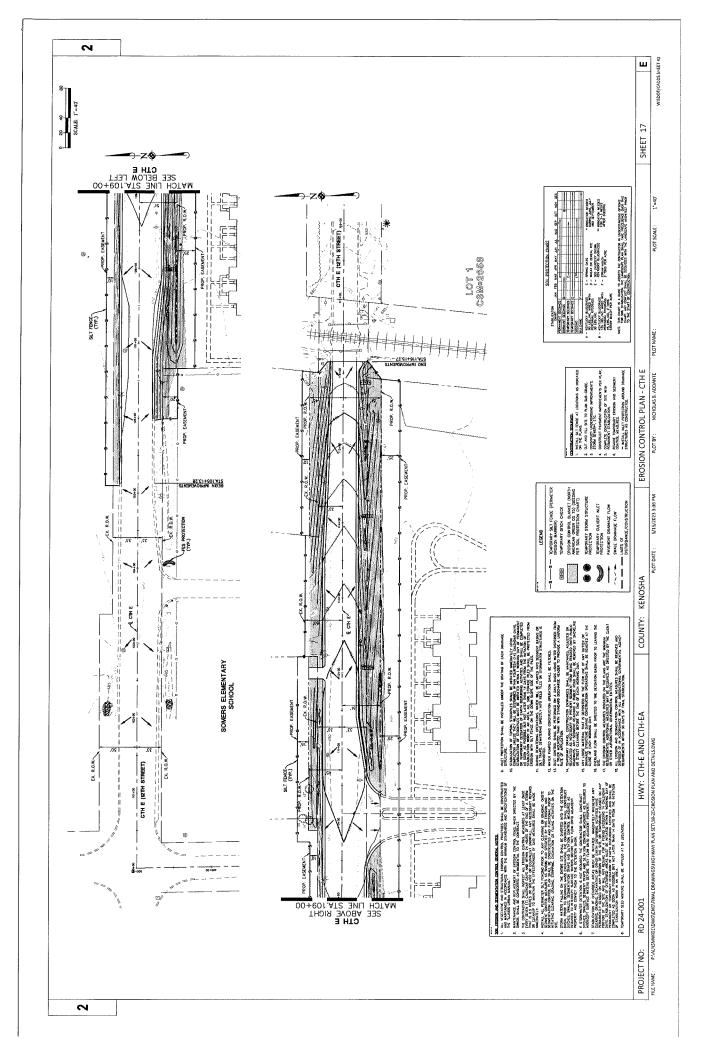


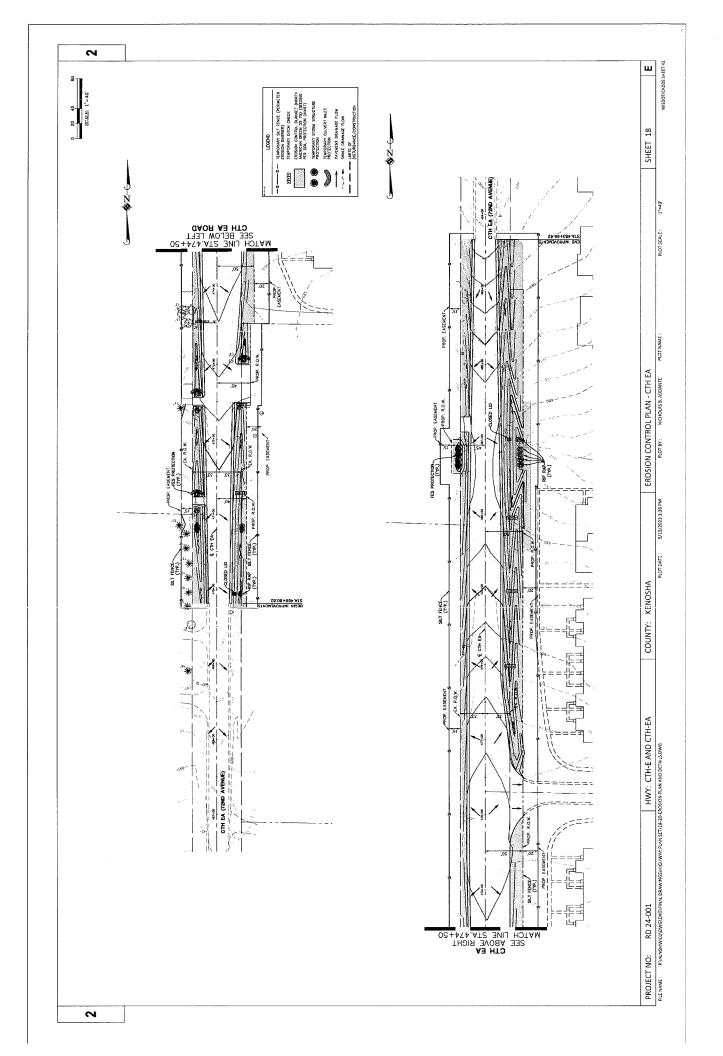


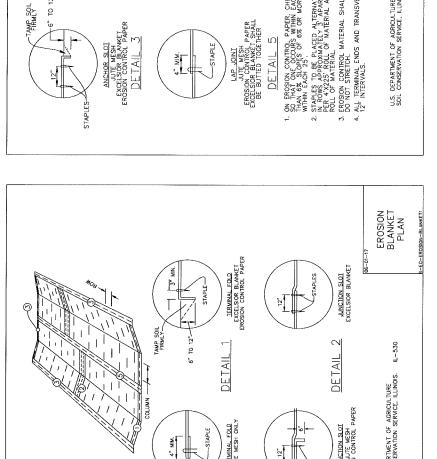


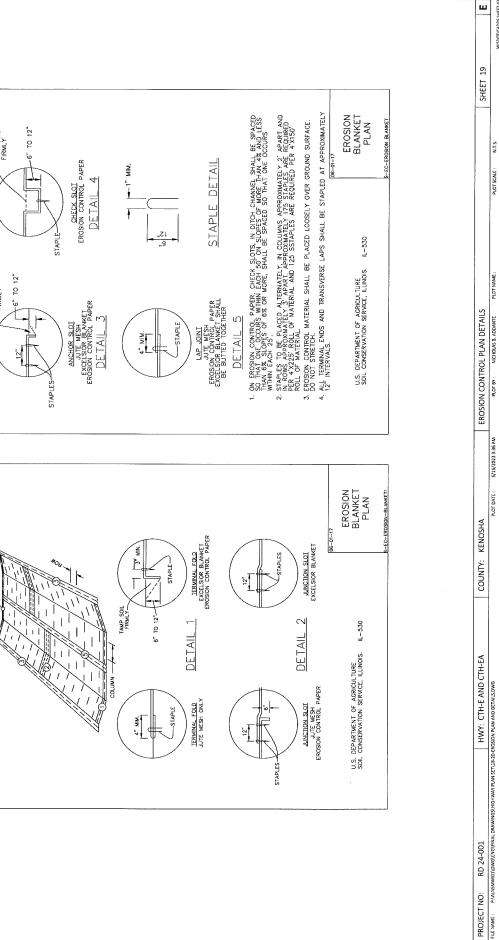




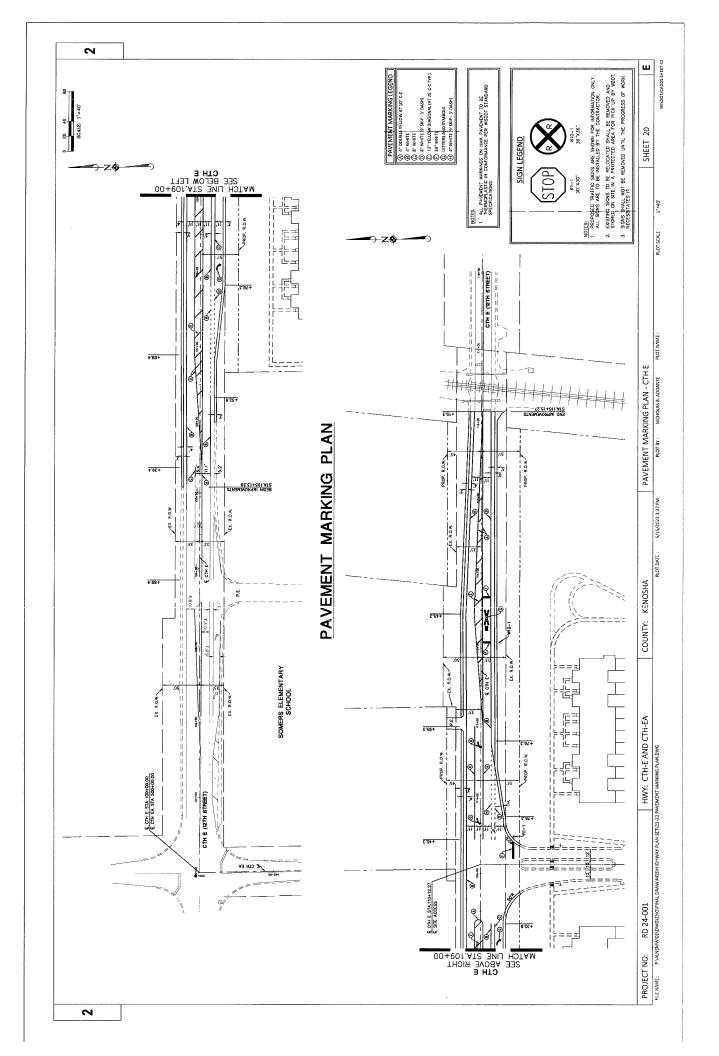


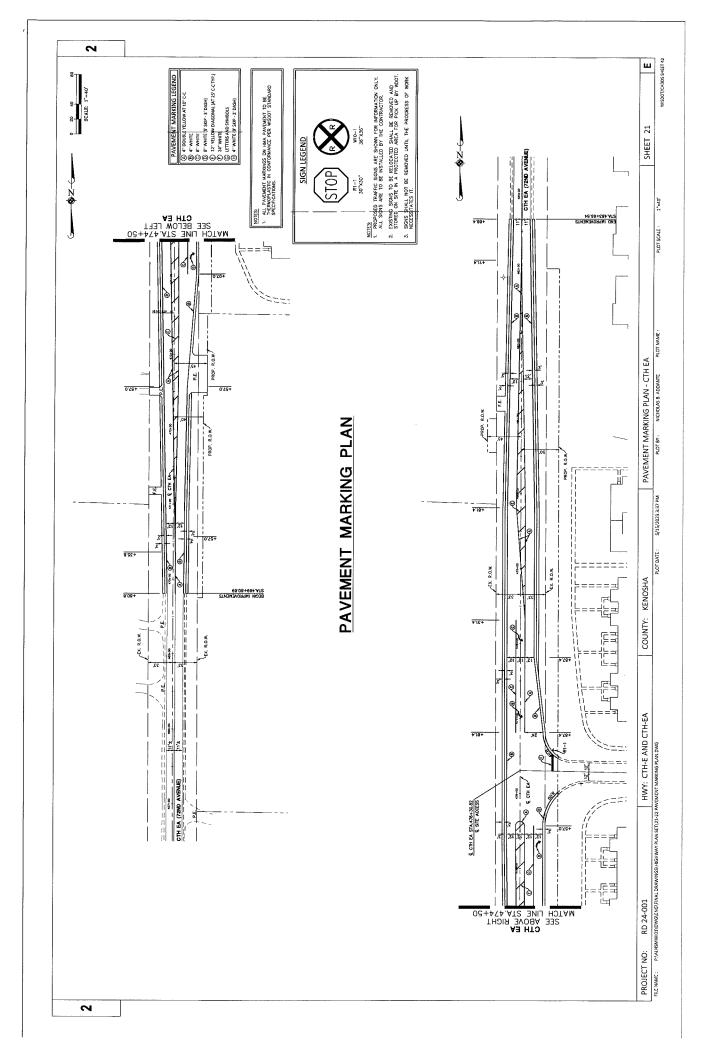


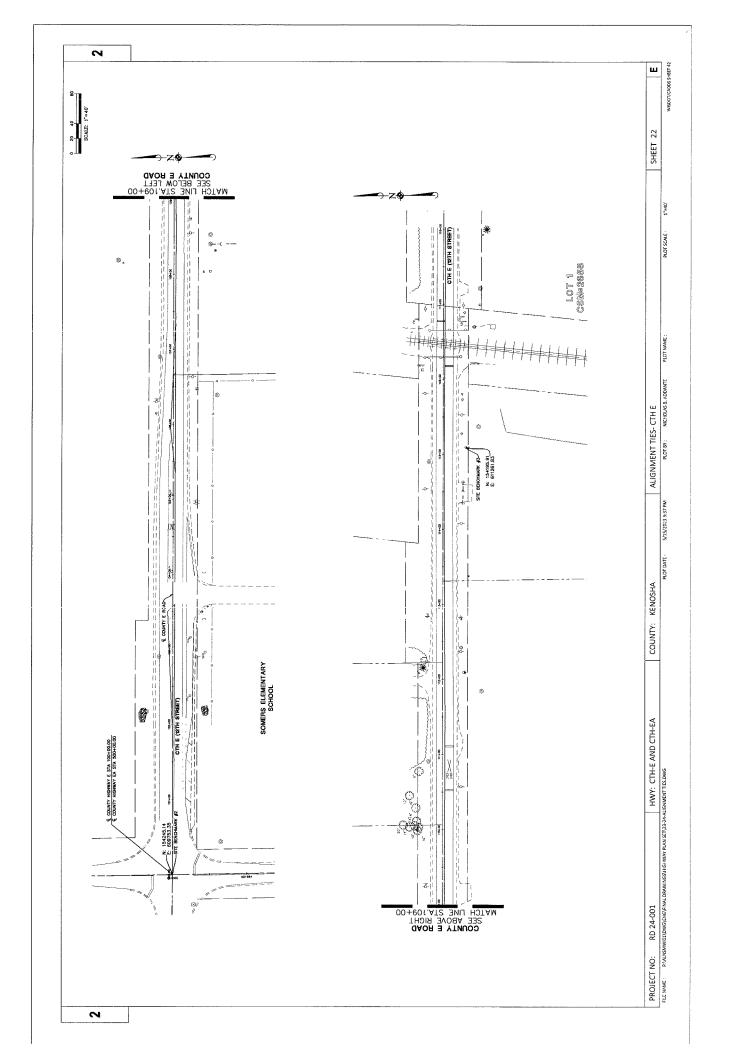


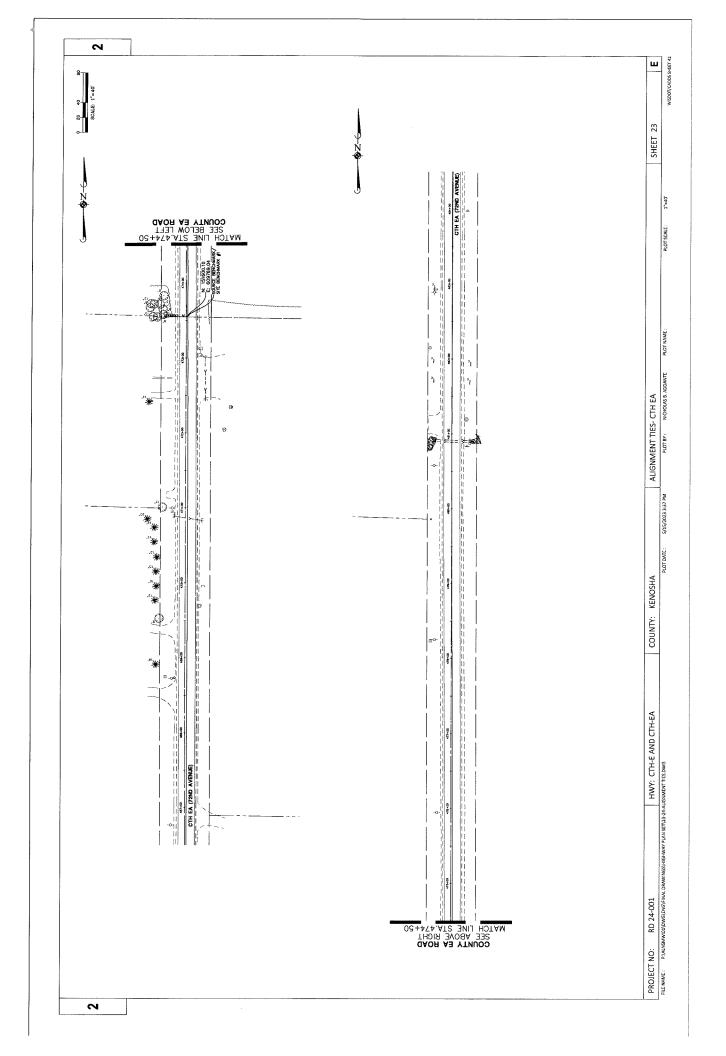


WISDOT/CADDS SHEET 42









		Summary Of Quantities		
Line	ltem	Item Description	Quantity	Unit
-	201.012	CLEARING	06	₽
7	201.021	GRUBBING	155	SΥ
က	305.011	BASE AGGREGATE DENSE 3/4-INCH (TON)	505	TON
4	305.012	BASE AGGREGATE DENSE 1 1/4 INCH	4230	NOT
2	460.5243	HMA PAVEMENT 3 LT 58-34 S	2710	TON
ဖ	460.5244	HMA PAVEMENT 4 LT 58-34 S	1575	NOT
7	522.0512	CULVERT PIPE REINFORCED CONCRETE CLASS V 12-INCH	116	느
80	522.0518	CULVERT PIPE REINFORCED CONCRETE CLASS V 18-INCH	36	뜨
တ	522.0524	CULVERT PIPE REINFORCED CONCRETE CLASS V 30-INCH	316	느
9	522.1012	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH	8	EACH
Ţ	522.1018	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH	4	EACH
12	522.103	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 30-INCH	80	EACH
13	606.02	RIPRAP MEDIUM	135	SF
4	611.811	ADJUST MANHOLE COVERS	8	EACH
12	628.1504	SILT FENCE	4125	5
16	628.152	SILT FENCE MAINTENANCE	2610	느
17	628.2002	EROSION MAT CLASS 1 TYPE A	9100	SΥ
18	628.7504	TEMPORARY DITCH CHECKS	130	峼
13	628.7555	CULVERT PIPE CHECKS	6	EACH
20	637.221	SIGN TYPE II REFLECTIVE H	15	SF
21	637.223	SIGN TYPE II REFLECTIVE F	10	SF
22	638.2102	MOVING SIGNS TYPE II	4	S
23	643.5	TRAFFIC CONTROL	2	S
24	646.102	MARKING LINE EPOXY 4-INCH	8890	4
25	646.302	MARKING LINE EPOXY 8-INCH	440	느
26	646.502	MARKING ARROW EPOXY	æ	EACH
27	646.532	MARKING RAILROAD CROSSING EPOXY	-	EACH
28	646.712	MARKING DIAGONAL EPOXY 12-INCH	675	4
29	646.722	MARKING CHEVRON EPOXY 24-INCH	340	ㅂ
တ္ထ	690.015	SAWING ASPHALT	4875	4
31	209.0300.S	BACKFILL COARSE AGGREGATE (SIZE)	115	Շ
32	SPV.0001	EARTHWORK	2	EACH
33	SPV.0002	RELOCATE POWER POLE	16	EACH
¥	SPV.0003	RELOCATE TELEPHONE PEDESTAL	2	EACH
32	SPV.0004	ADJUST HYDRANTS RIM	ဗ	EACH
36	SPV.0006	REMOVING ASPHALTIC SURFACE, 5"	6095	λS
37	SPV.0007	RELOCATE MAILBOX	1	EACH

WISDOT/CADDS SHEET 42 SHEET 24 1"=XX PLOT SCALE: PLOT NAME: SUMMARY OF QUANTITIES
PLOT BY: NICHOLAS B. ADDANTE 5/15/2023 3:37 PM PLOT DATE: COUNTY: KENOSHA PROJECT NO: RD 24-001 HWY: CTH-E AND CTH-EA FILE NAME: PAULASANDSCHAFFAND CHARAMAN PLAN STTOLOS THEE & INDEX DWG

7

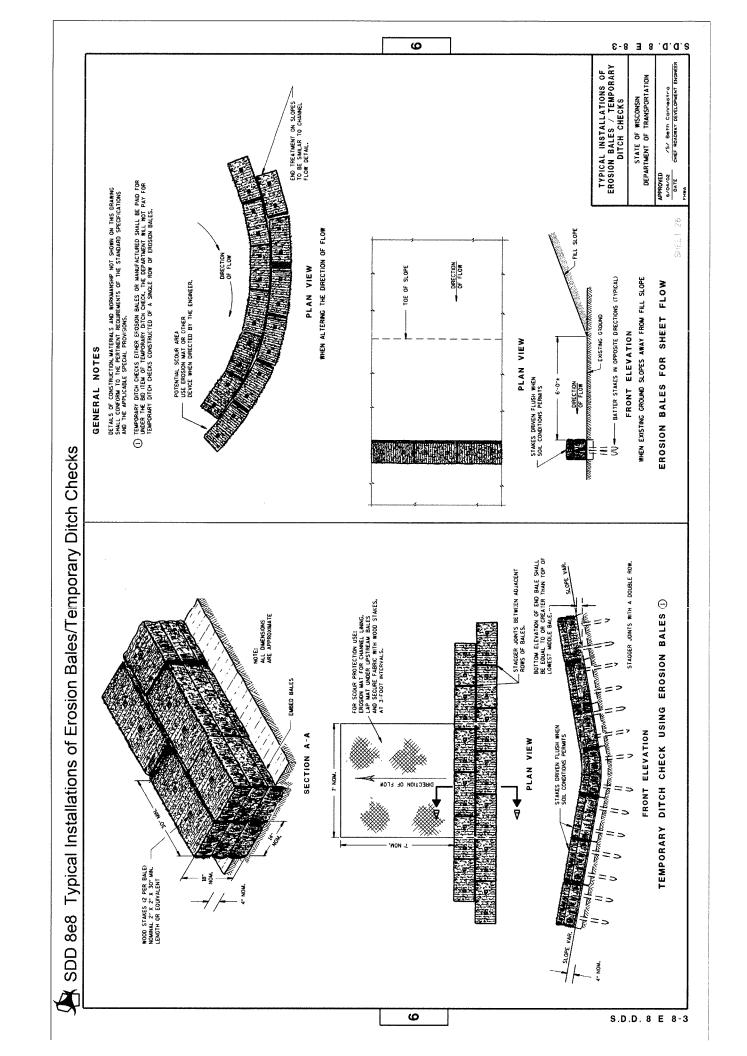
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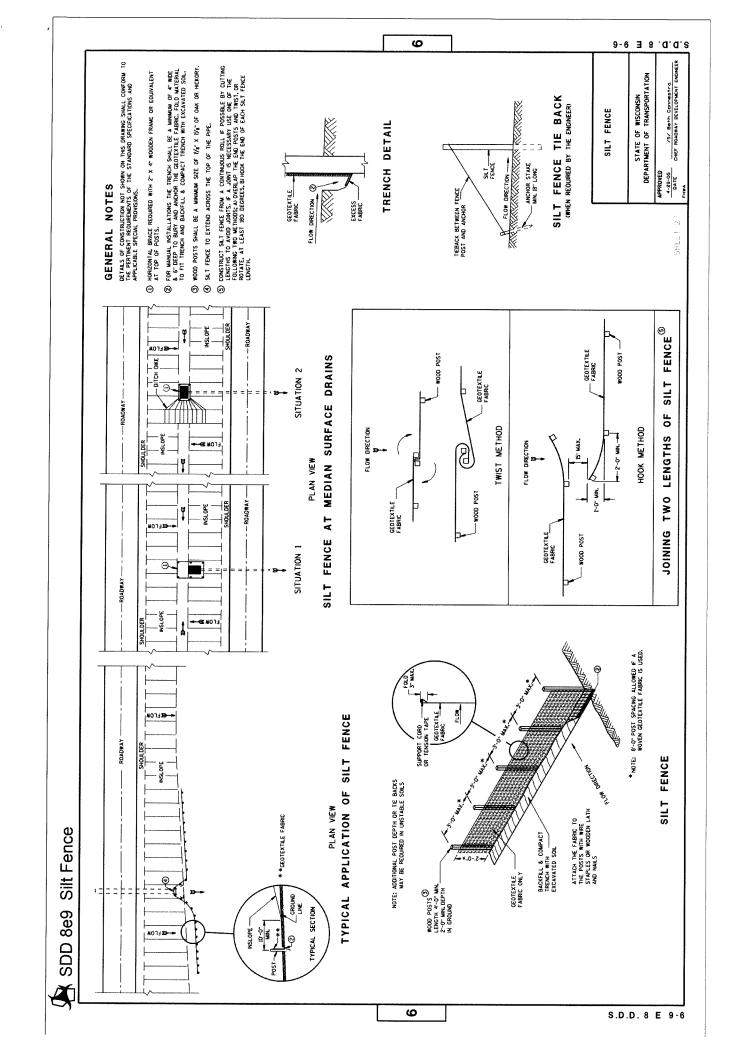
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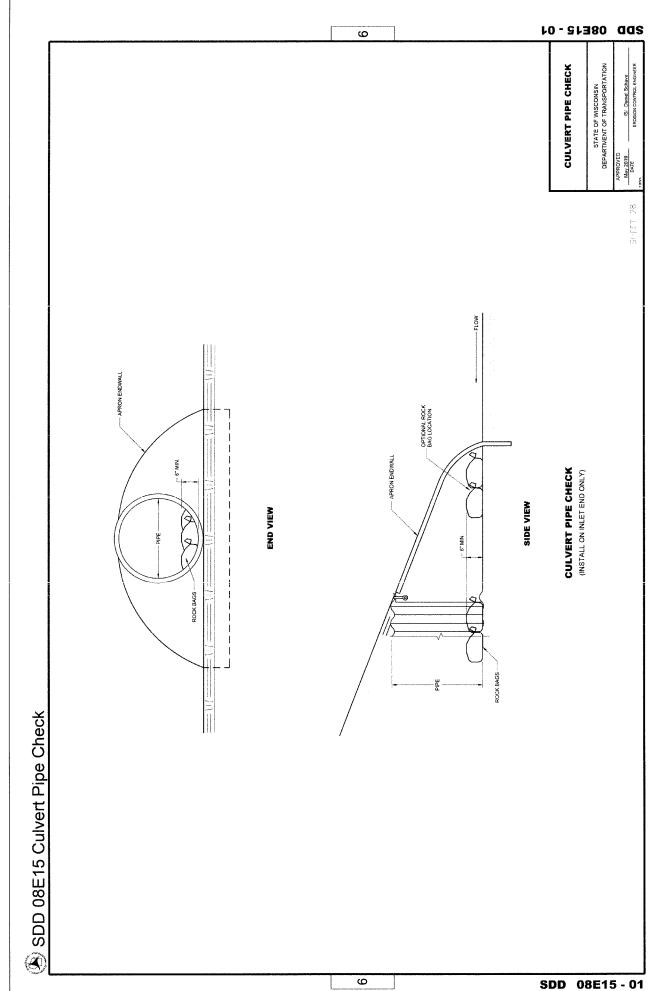
DESCRIPTION	DRIVEWAYS WITHOUT CURB AND GUTTER	TYPICAL INSTALLATIONS OF EROSION BALES/TEMPORARY DITCH CHECKS	SILT FENCE	CULVERT PIPE CHECK	APRON ENDWALLS FOR CULVERT PIPE	APRON ENDWALLS FOR PIPE ARCH AND ELLIPTICAL PIPE	AT-GRADE SIDE ROAD INTERSECTION, TYPES B1, B2, C AND D AND TEE INTERSECTION BYPASS LANE	HMA LONGITUDINAL JOINTS	FLEXIBLE MARKER POST FOR CULVERT END	FLEXIBLE MARKER POST FOR CULVERT END	TRAFFIC CONTROL, ADVANCE WARNING SIGNS 45 MPH OR GREATER UNDIVIDED ROAD OPEN TO TRAFFIC	TRAFFIC CONTROL, ADVANCE WARNING SIGNS 40 MPH OR LESS TWO WAY UNDIVIDED ROAD OPEN TO TRAFFIC	LONGITUDINAL MARKING (MAINLINE)	PAVEMENT MARKING (TURN LANES)	PAVEMENT MARKING (TURN LANES)	SIGNING AND PAVEMENT MARKING DETAILS FOR RAILROAD - HIGHWAY GRADE CROSSINGS	TRUCK STOPPING LANE PAVEMENT MARKINGS	CHANNELIZING DEVICES, FLEXIBLE TUBULAR MARKER POST	CHANNELIZING DEVICES, DRUMS, CONES, BARRICADES AND VERTICAL PANELS	TRAFFIC CONTROL FOR LANE CLOSURE WITH FLAGGING OPERATION	STOP LINE AND CROSSWALK PAVEMENT MARKING	PAVEMENT MARKING, INTERSECTION	TRAFFIC CONTROL, WORK ON SHOULDER OR PARKING LANE, UNDIVIDED ROADWAY	TRAFFIC CONTROL, ONE LANE ROAD STOP CONDITION
DETAIL NO.	SDD 08D21	SDD 8e8	SDD 8e9	SDD 08E15	SDD 8f1	SDD 8f2	SDD 9a1-a	SDD 13C19	SDD 15a3-a	SDD 15a3-b	SDD 15C04	SDD 15C05	SDD 15C08-a	SDD 15C08-b	SDD 15C08-c	SDD 15C09-a	SDD 15C09-b	SDD 15C11-a	SDD 15C11-b	SDD 15C12	SDD 15C33	SDD 15C35-a	SDD 15028	SDD 15D32

PROJECT NO: RD 24-001	HWY: CTH-E AND CTH-EA	COUNTY: KENOSHA	CONSTRUCTION DETAIL LIS		
FILE NAME: P:\ALNSMWIDI\DWG\ENG\FINAL DRAWINGS\HIGHWAY	PLAN SET\26-CONTRUCTION DETAIL UST.DWG	PLOT DATE: 5/15/2023 3:37 PN	37 PM PLOT BY: NICHOLAS B. ADDANTE	DANTE PLOT NAME: N.T.S.	

SHEET 25





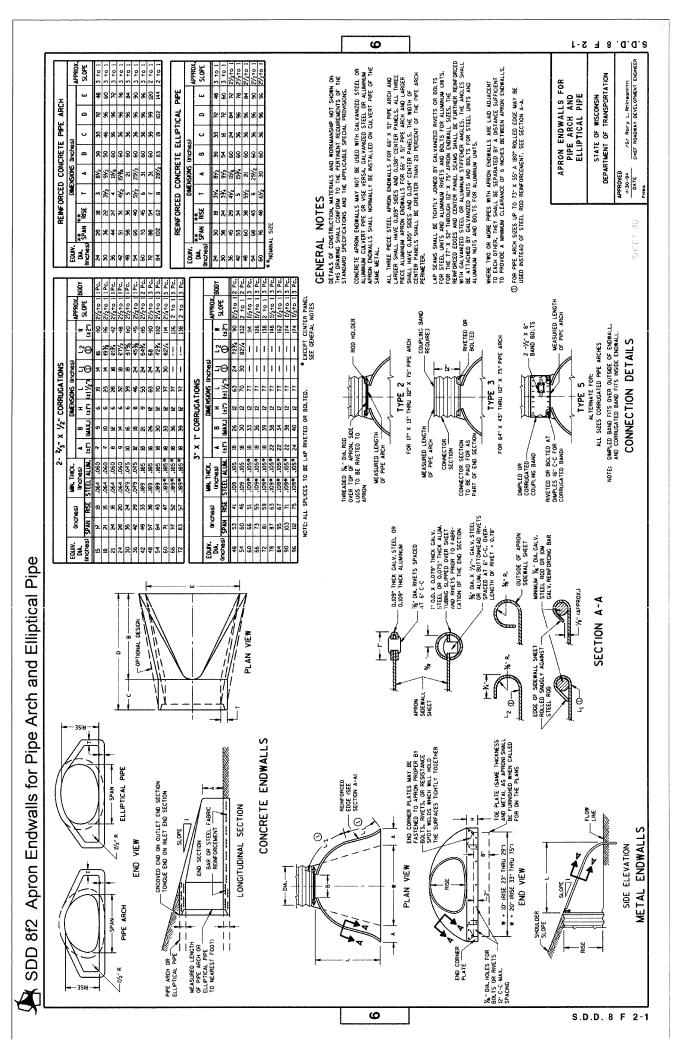


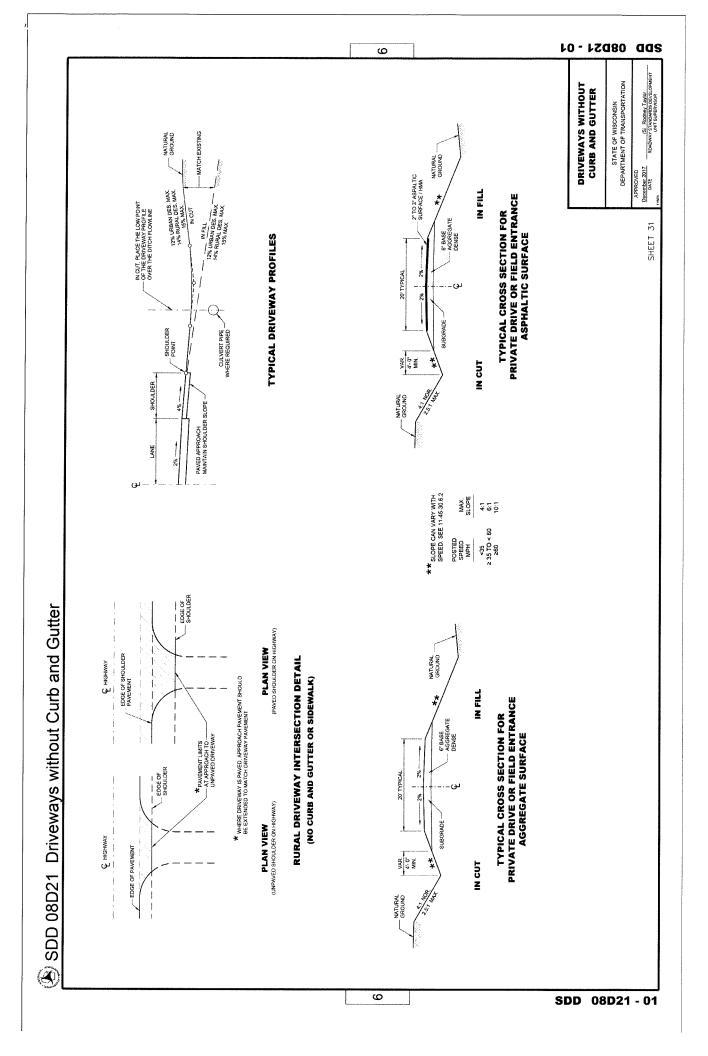
SDD 8f1 Apron Endwalls for Culvert Pipe

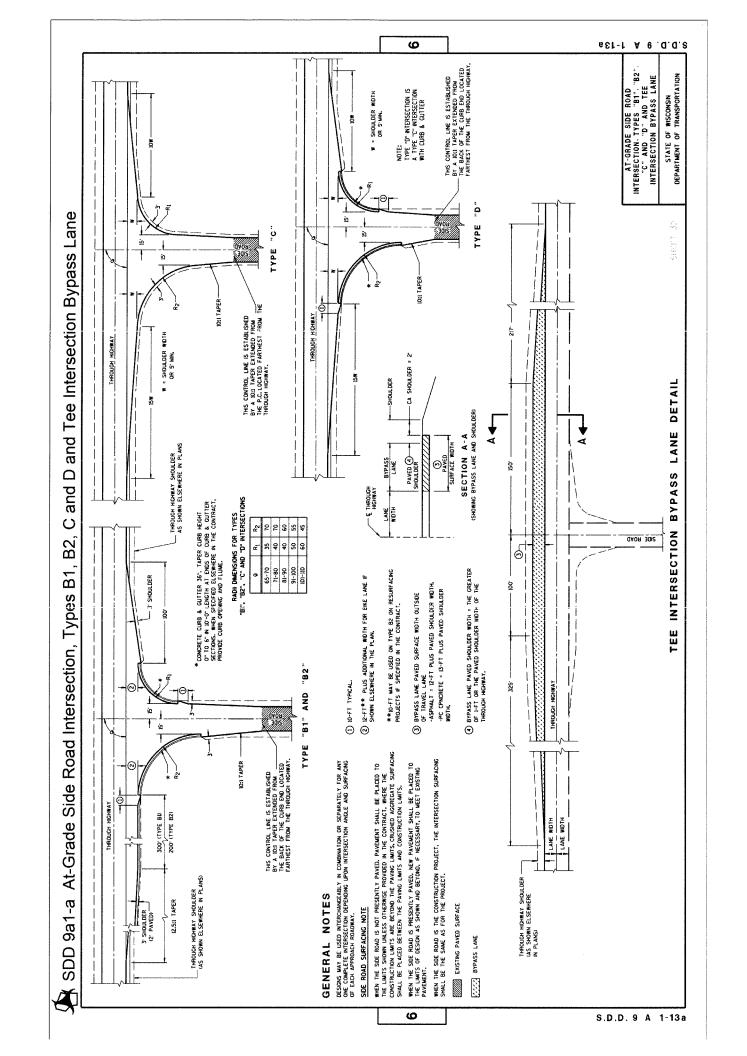
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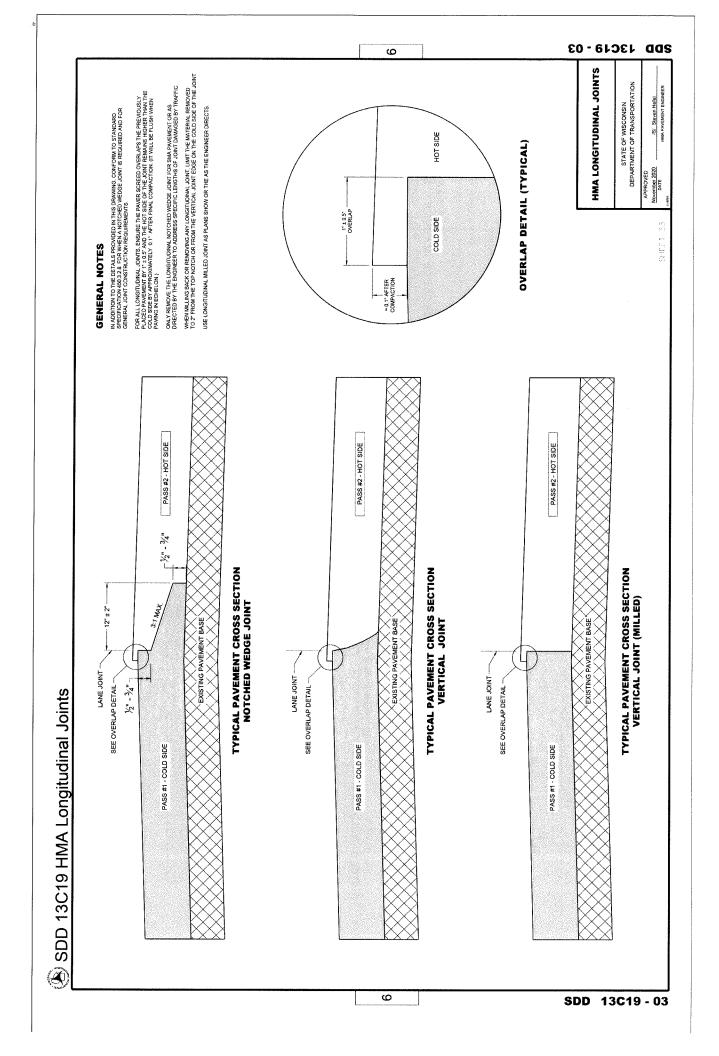
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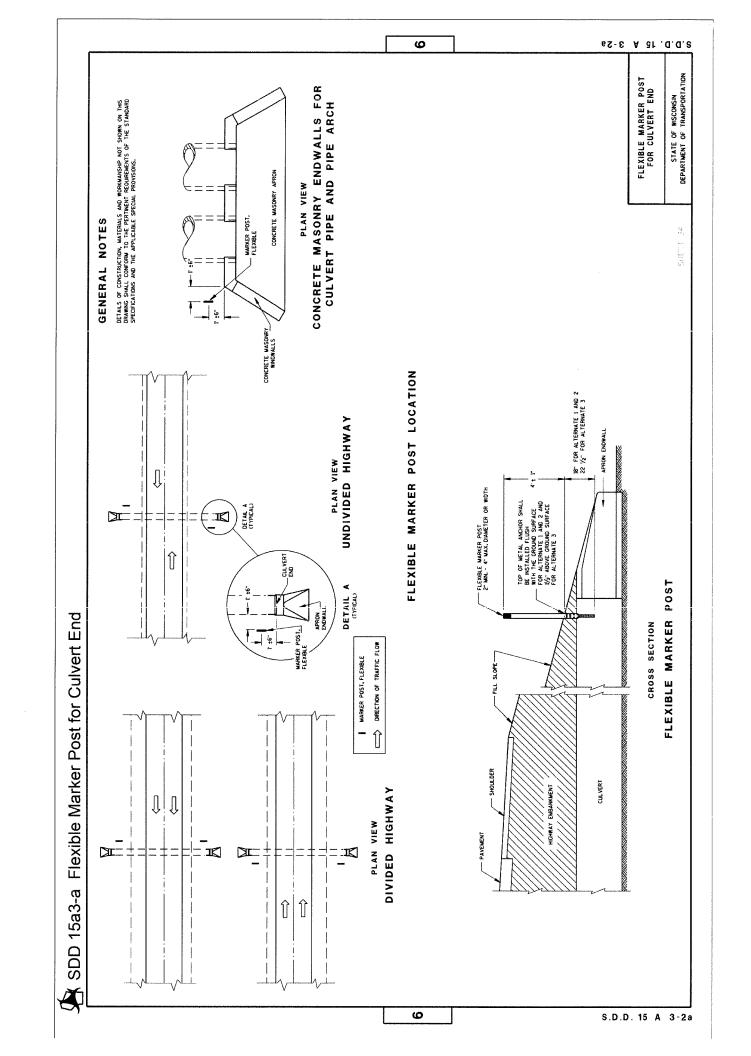
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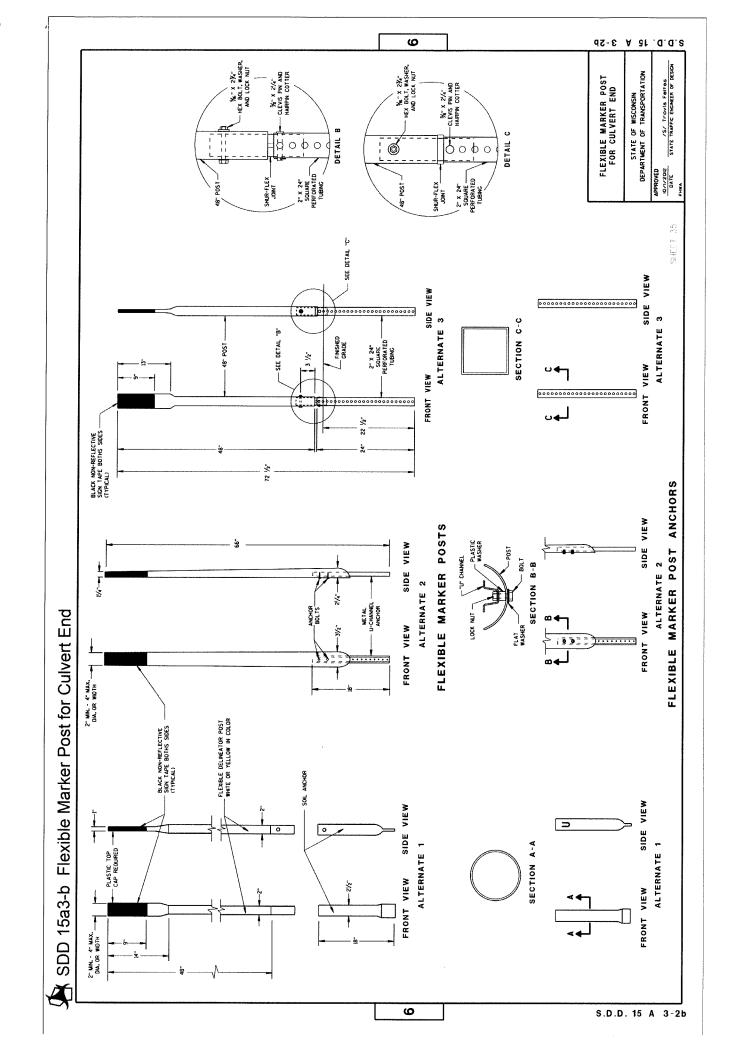


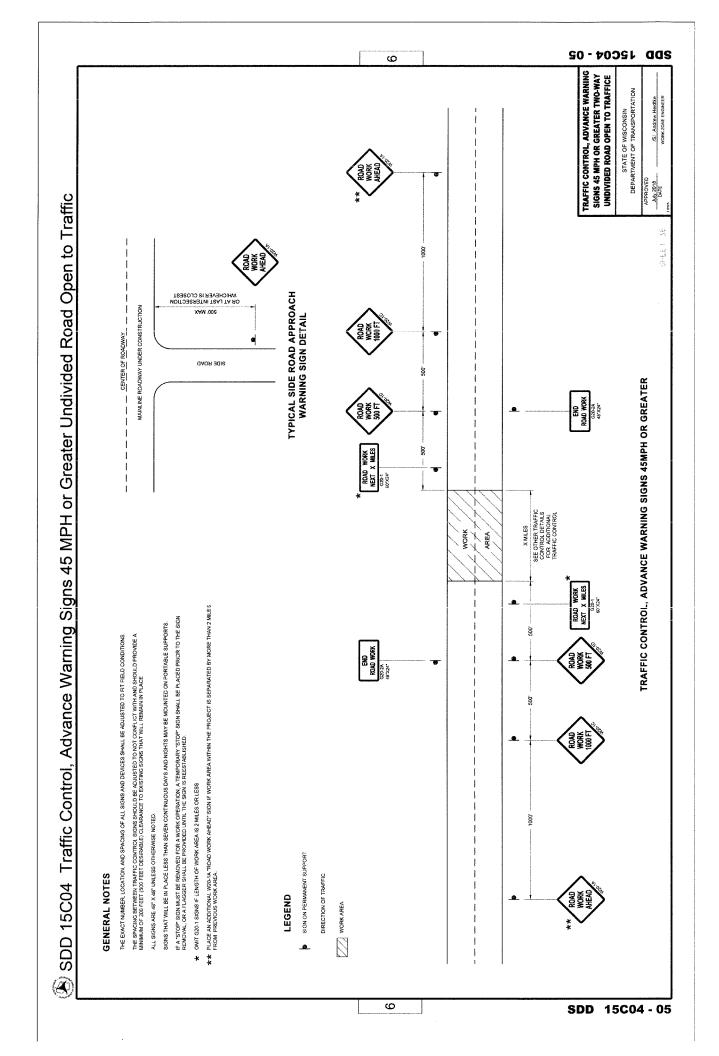


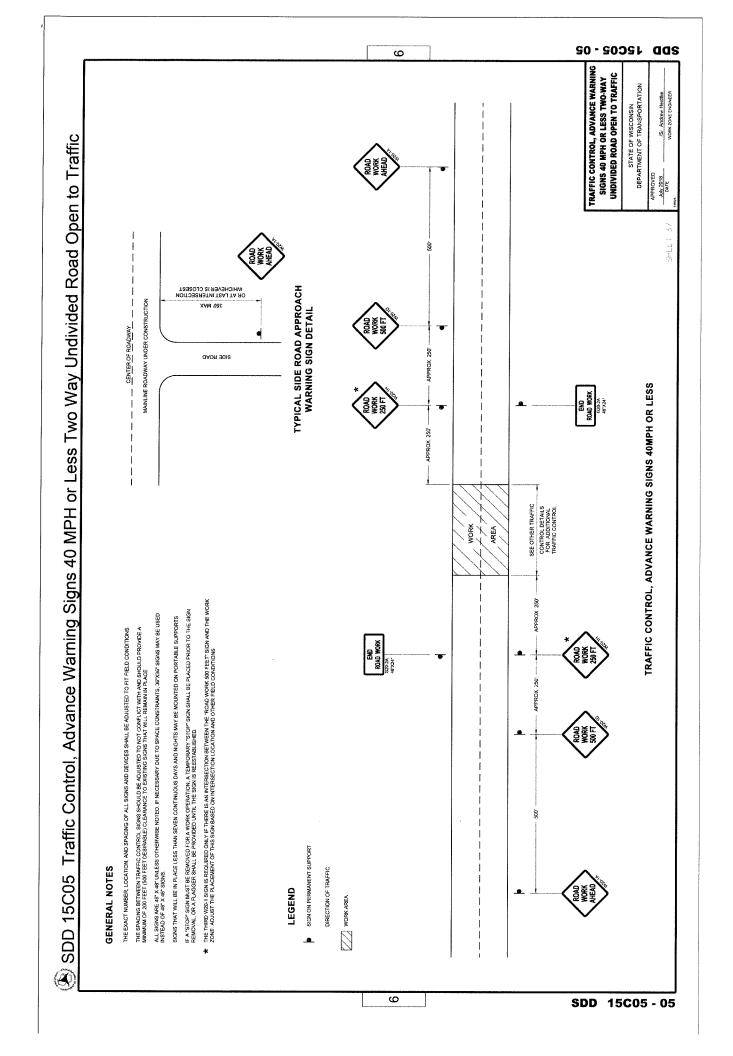


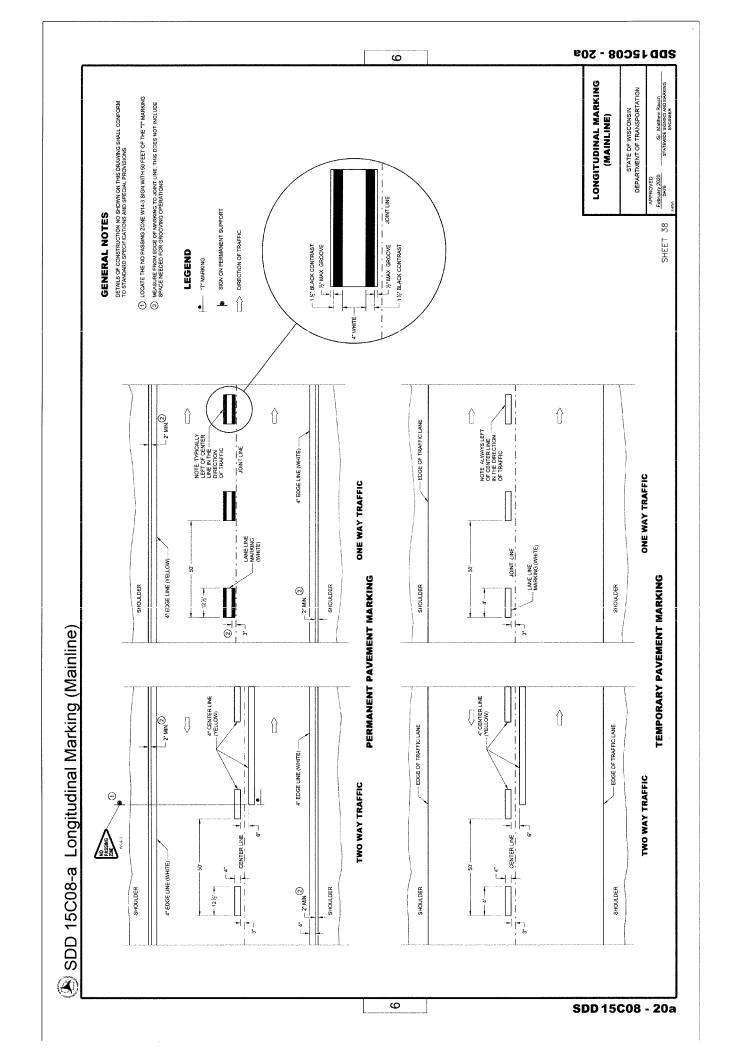


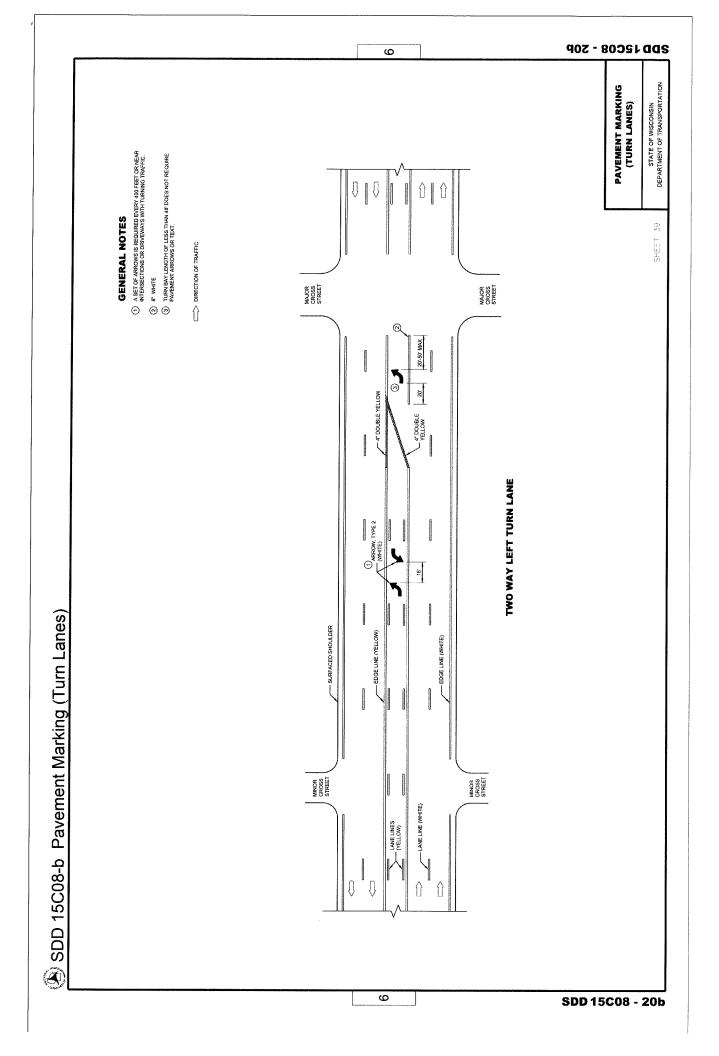


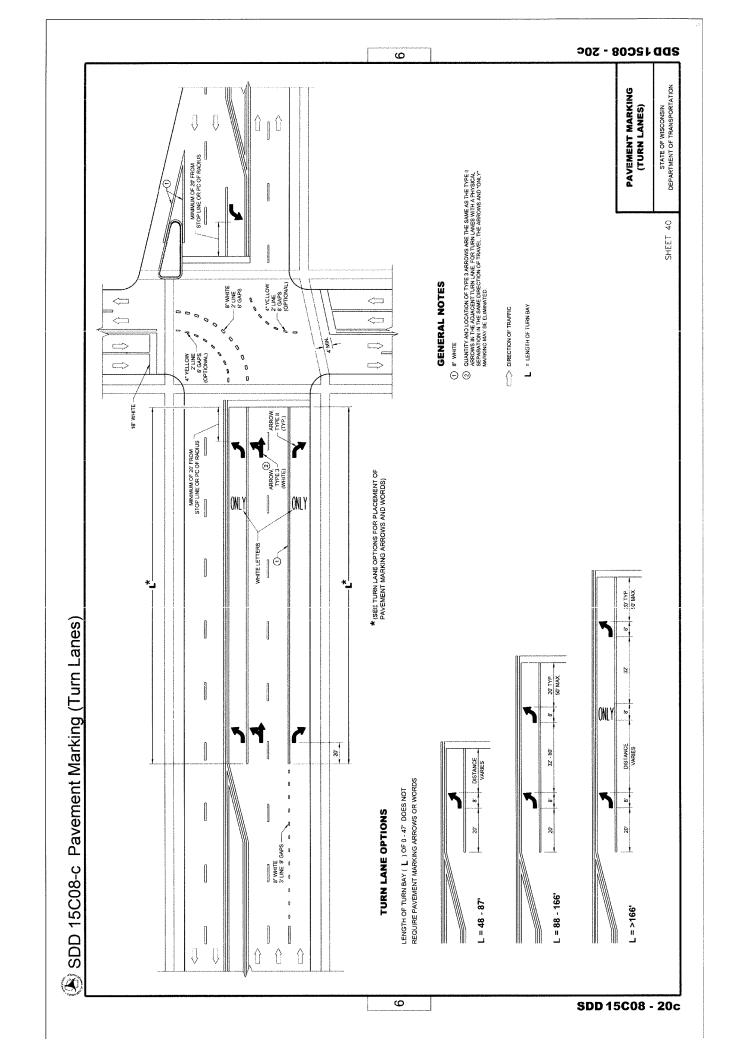


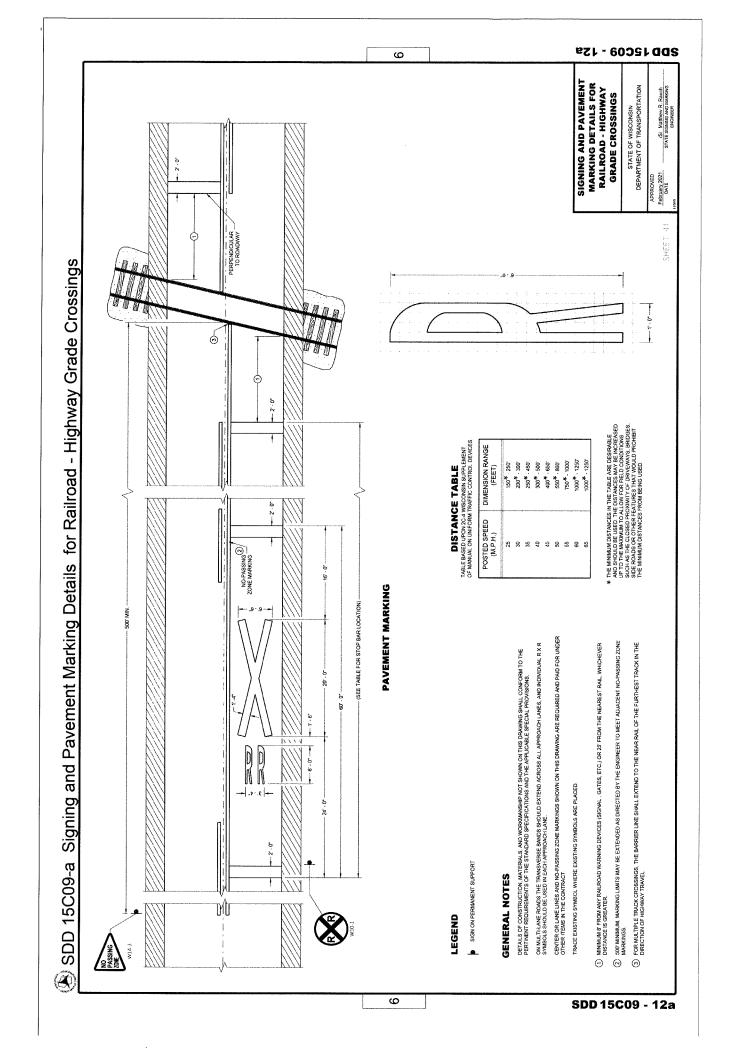


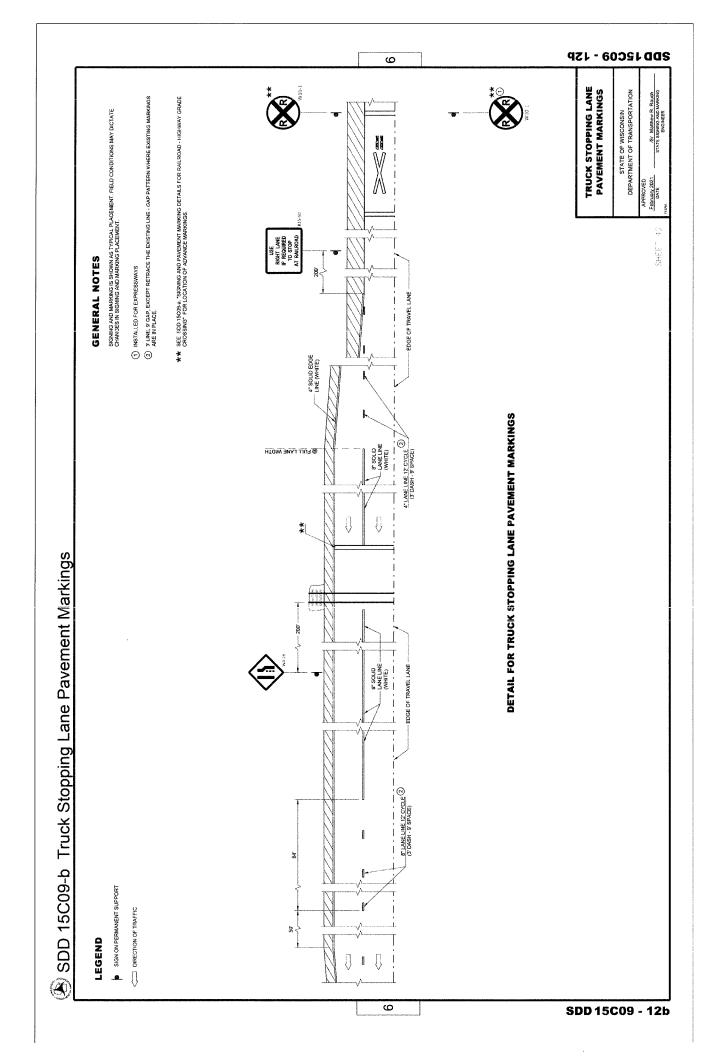


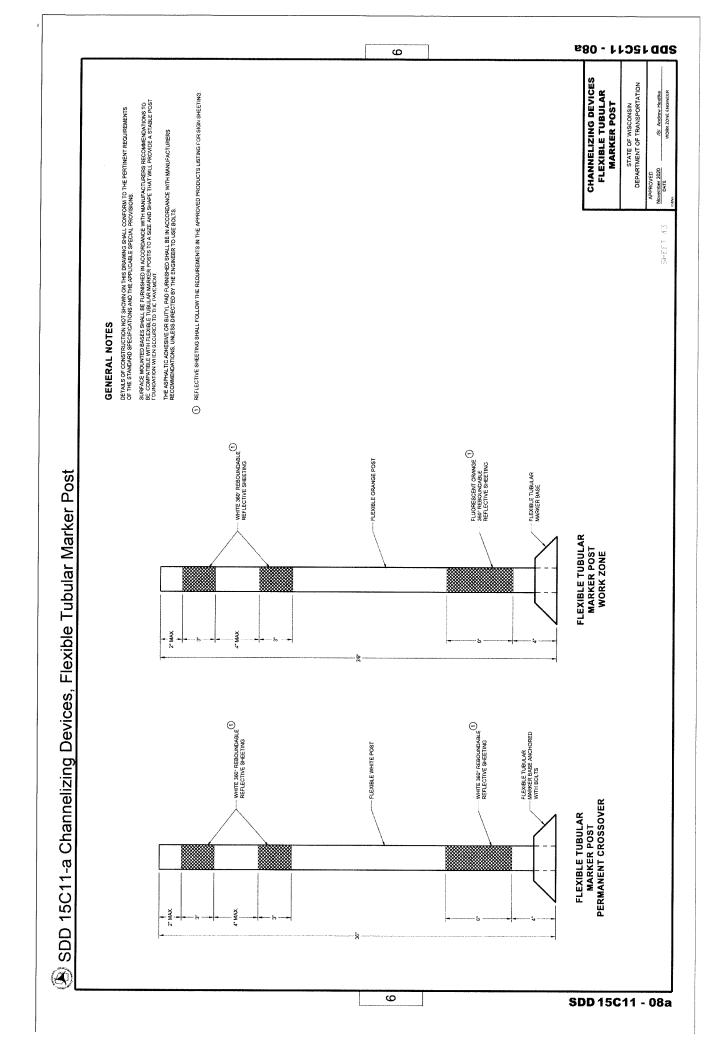


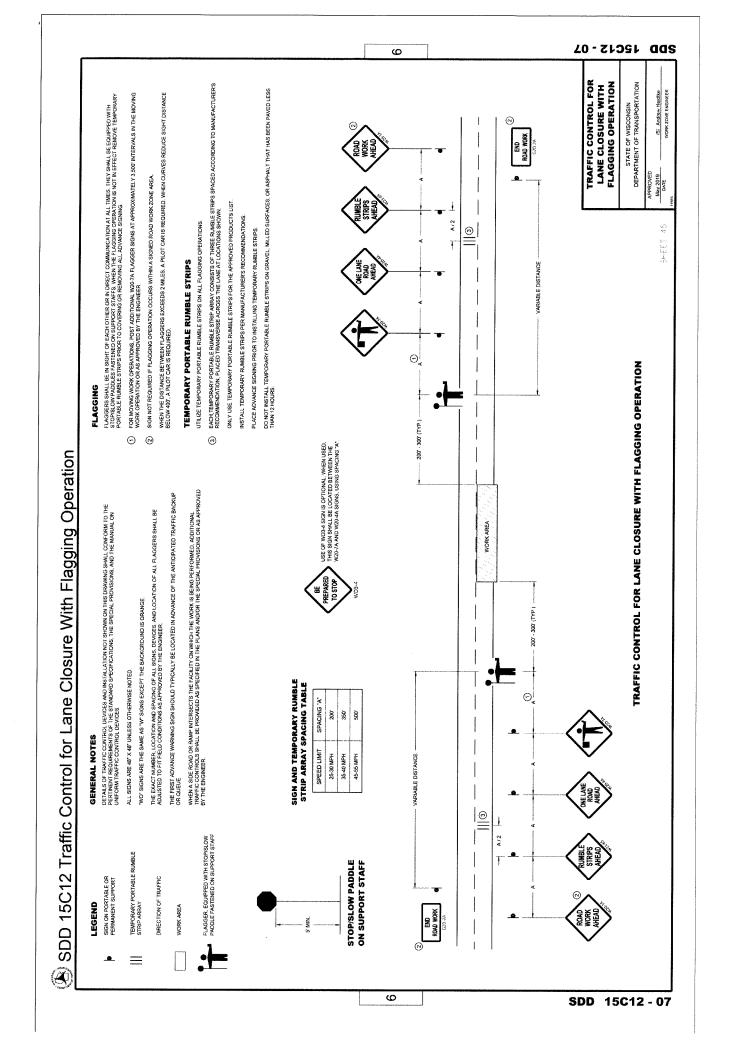


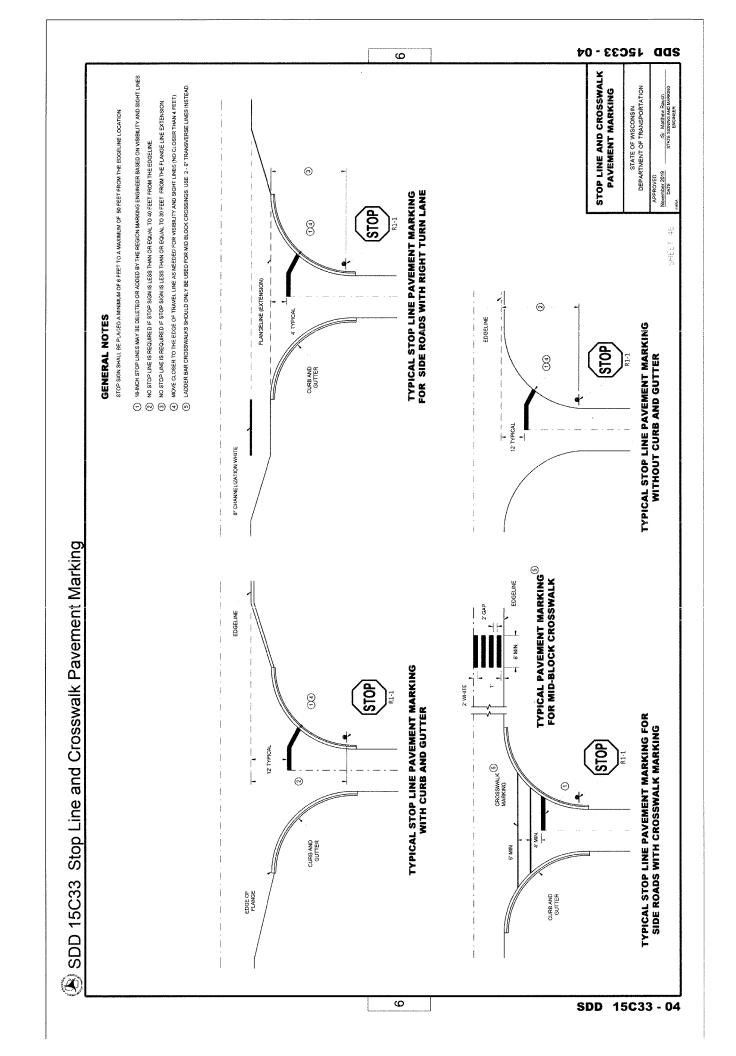


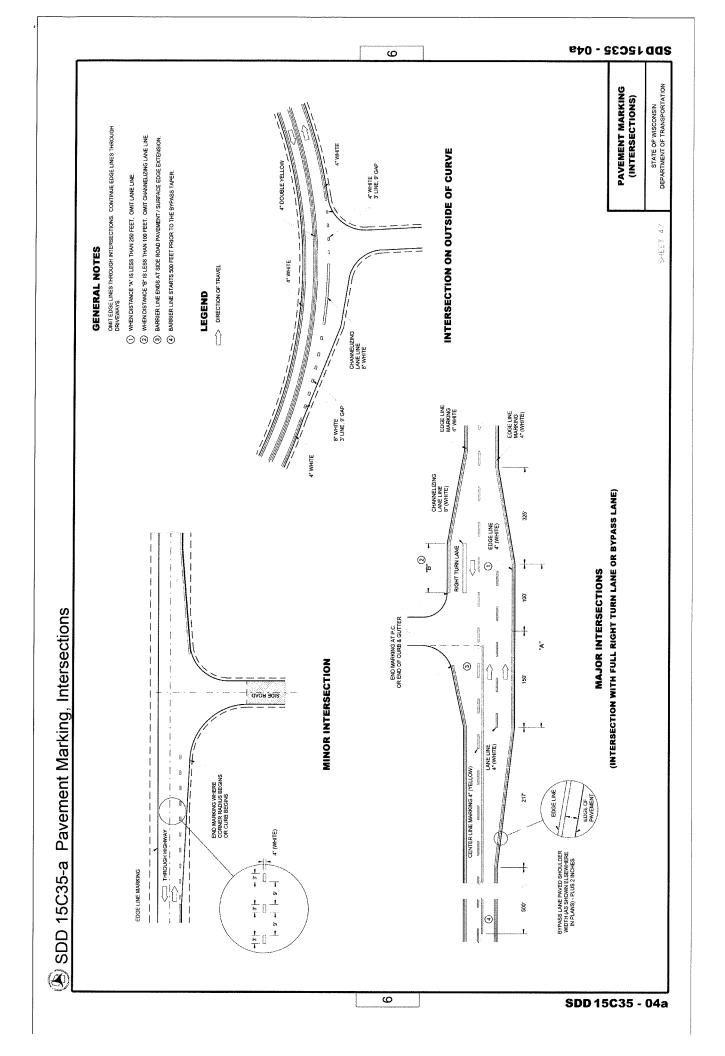


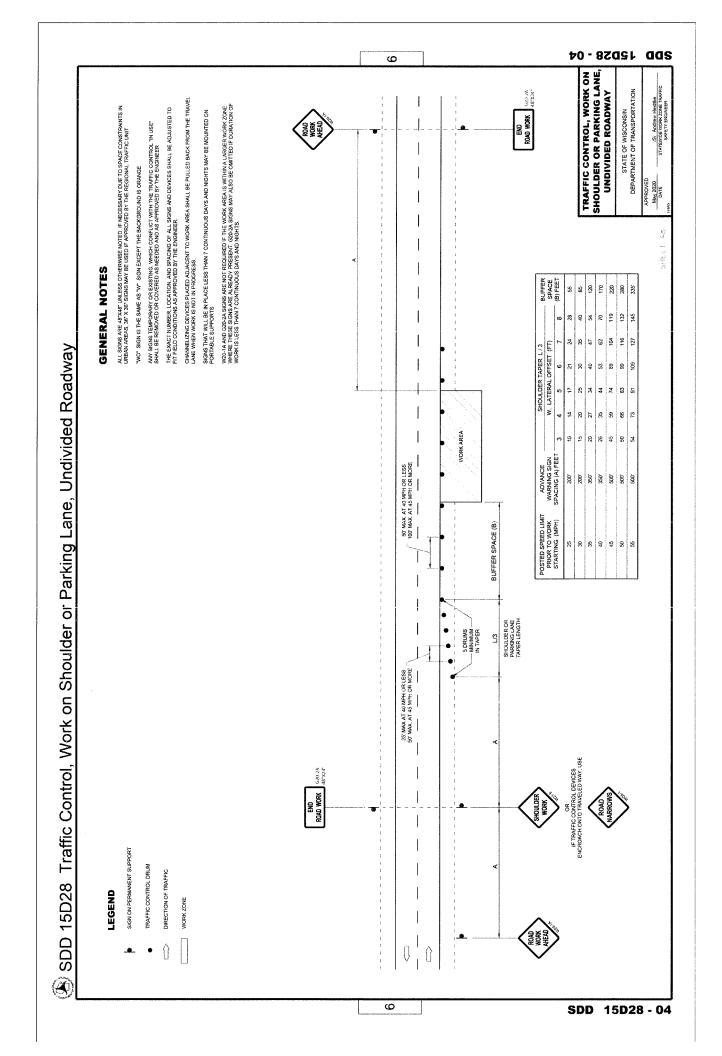


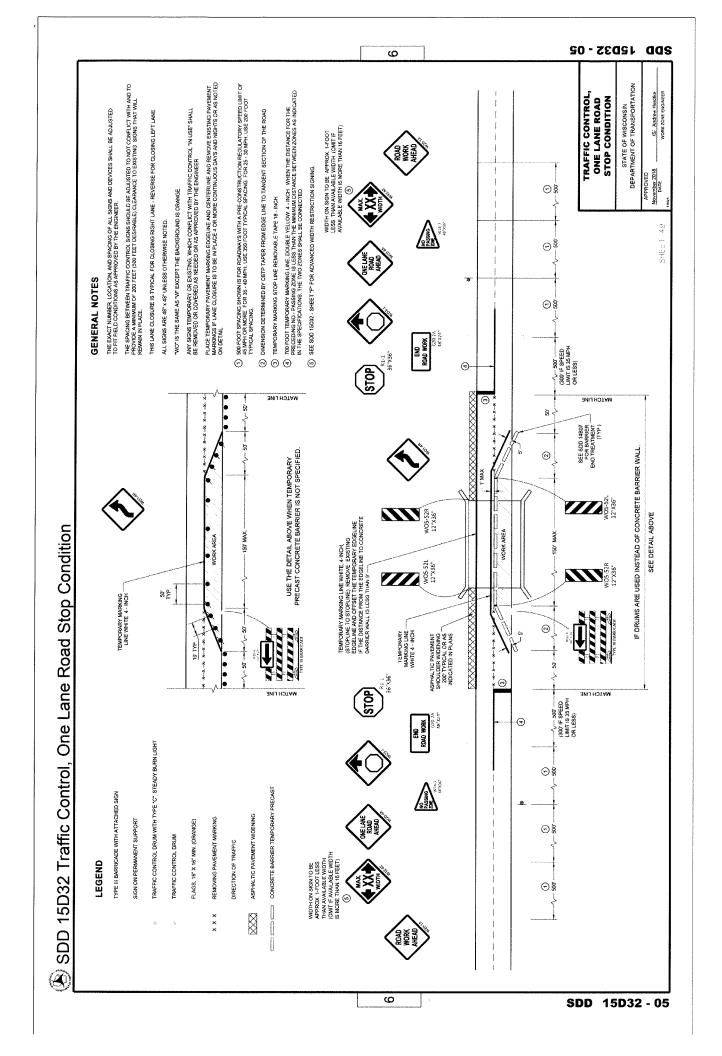


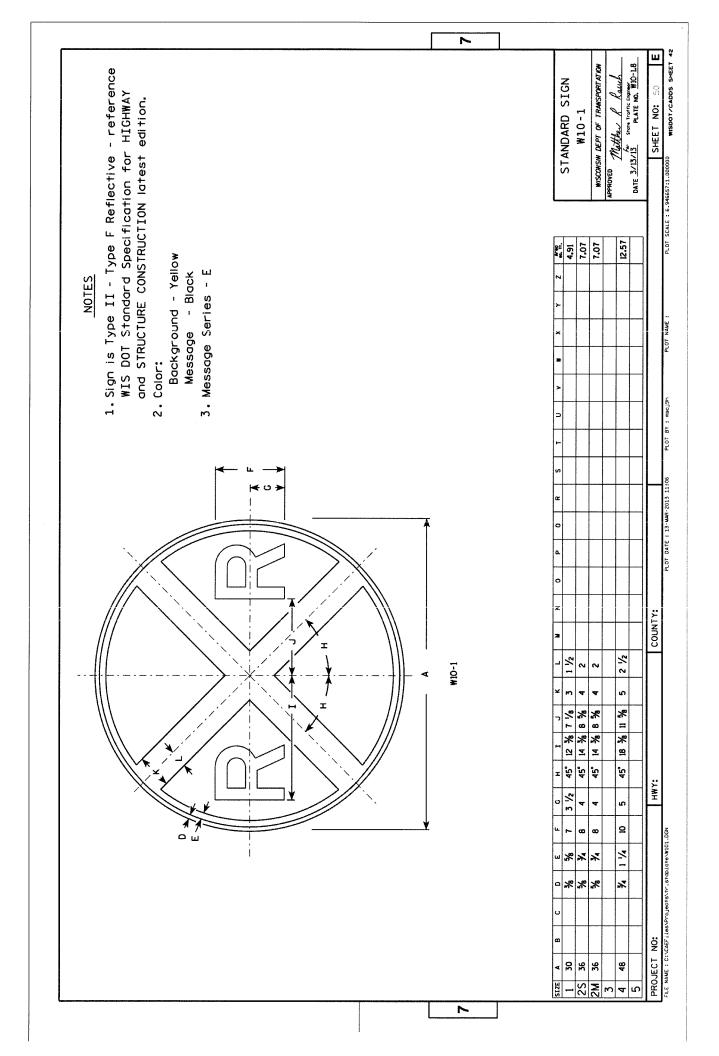


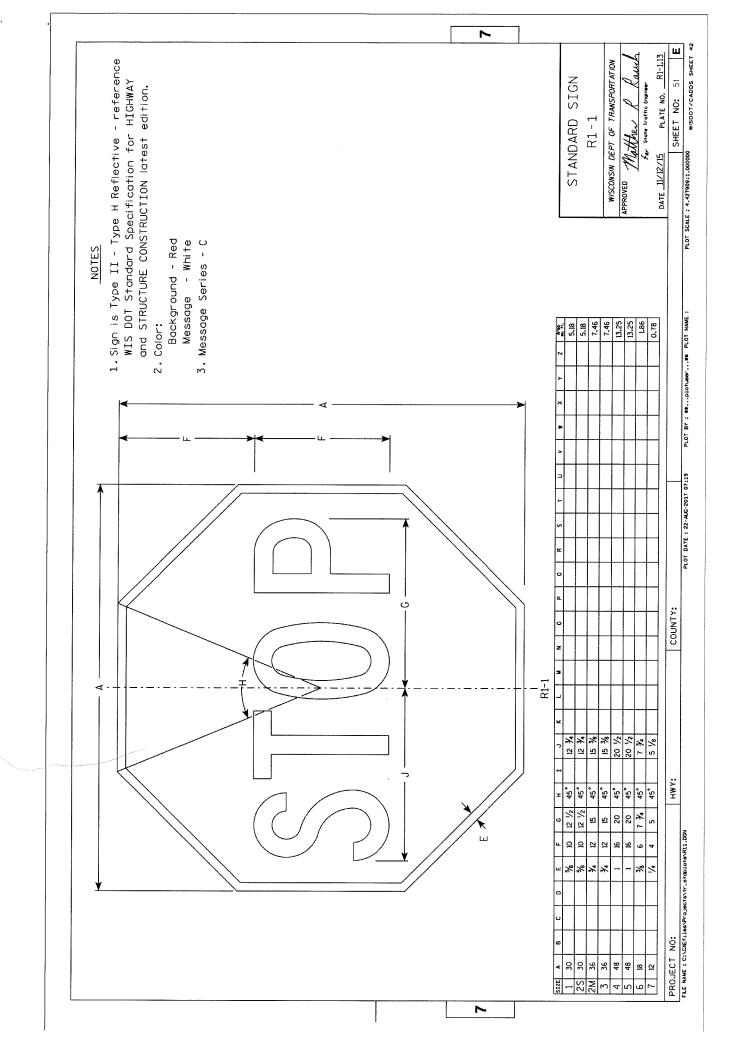




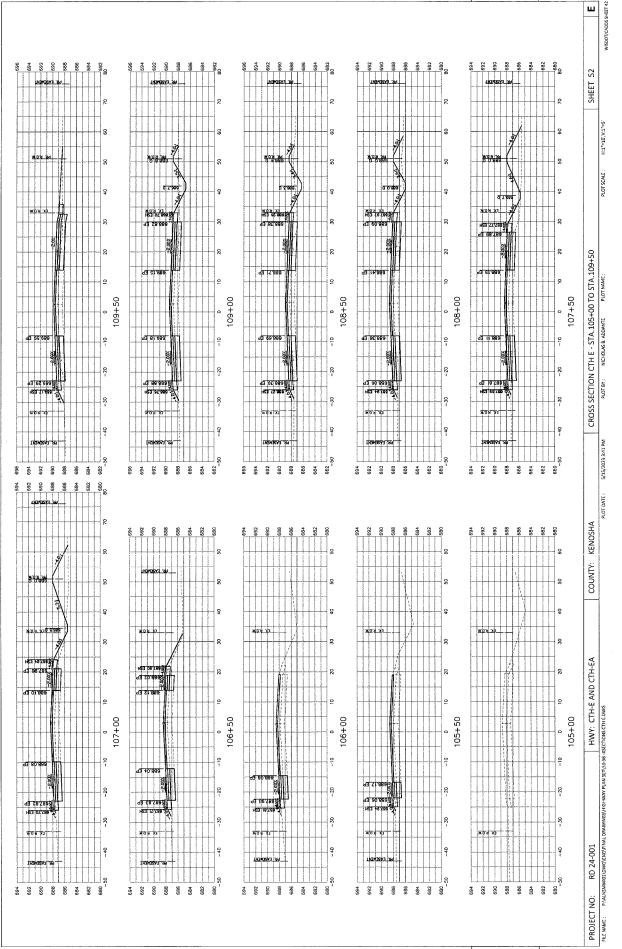


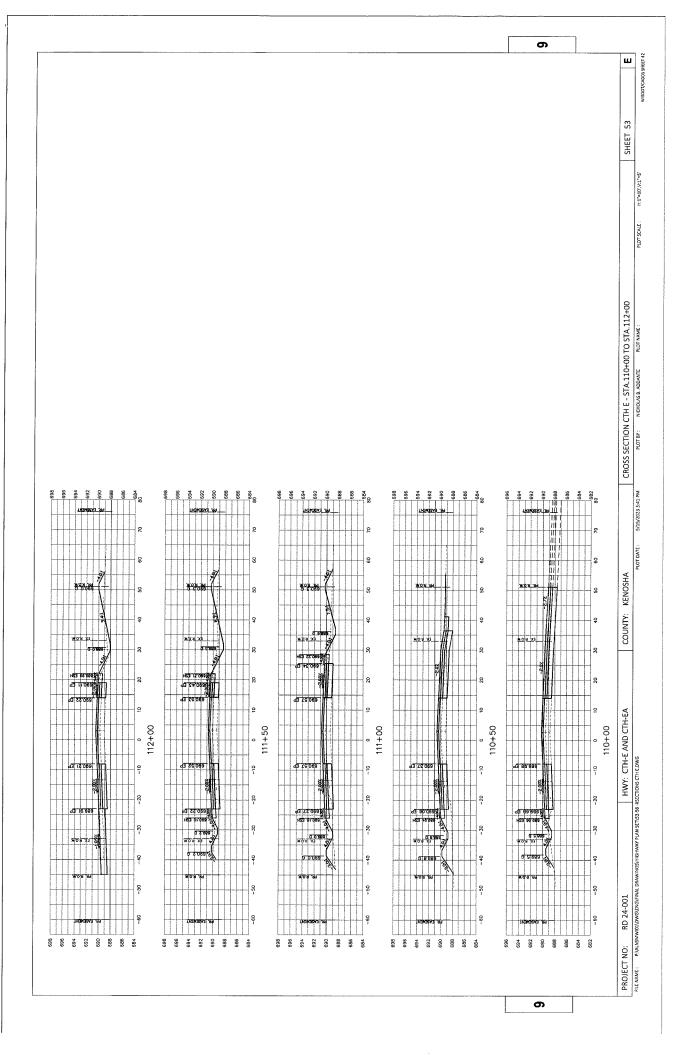


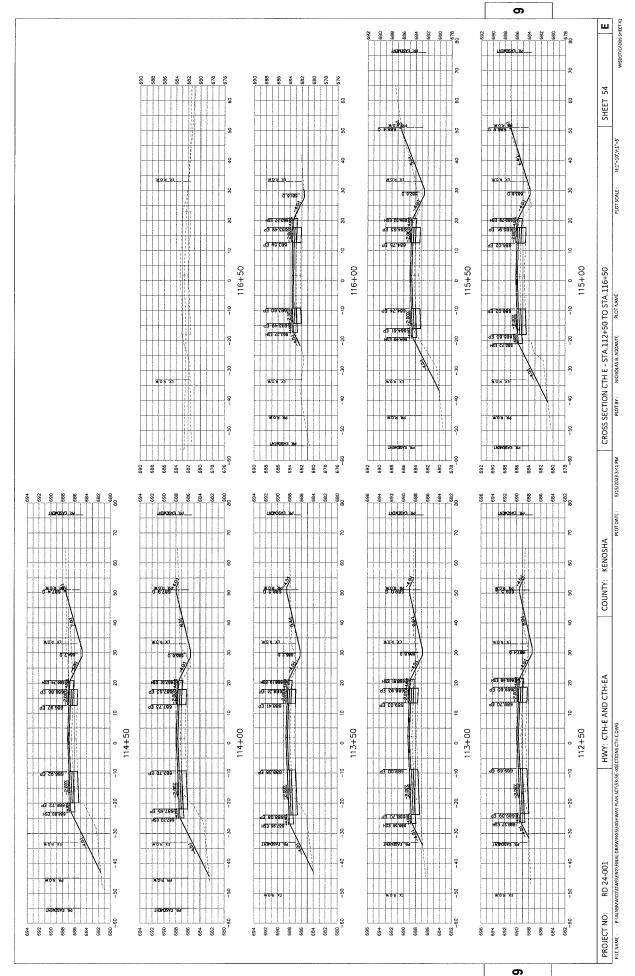




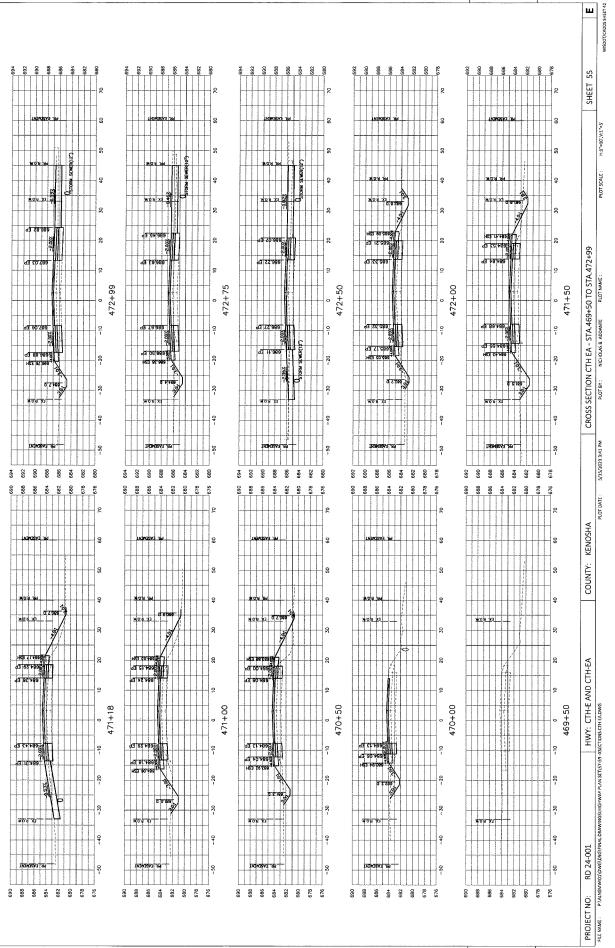


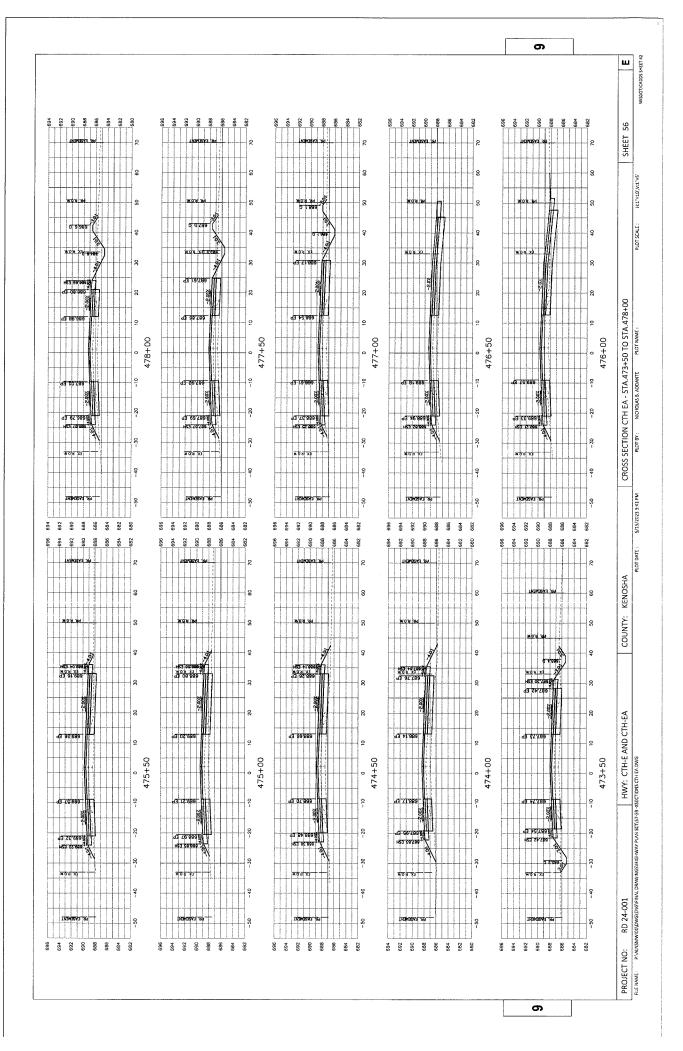




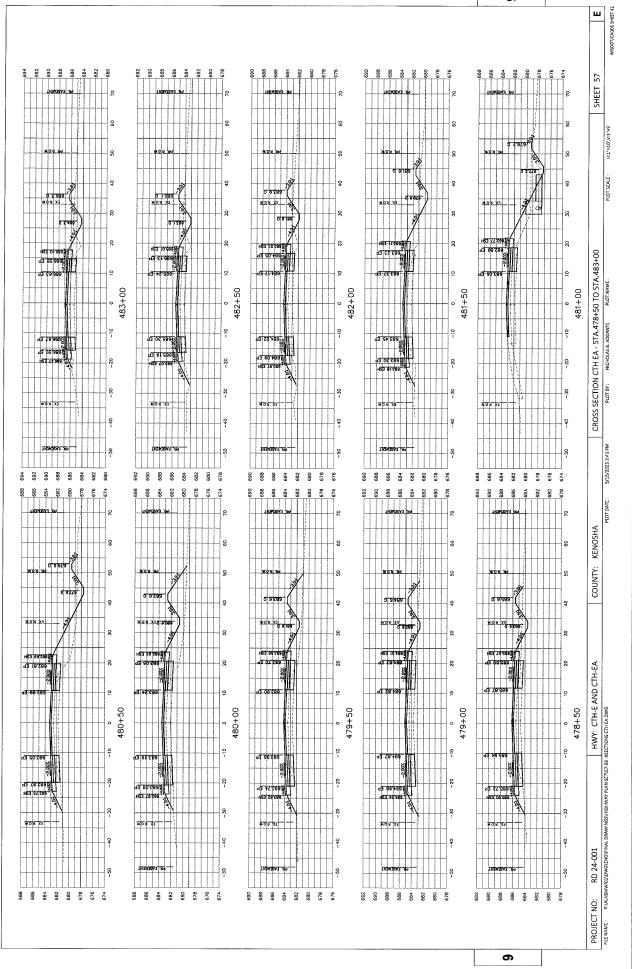


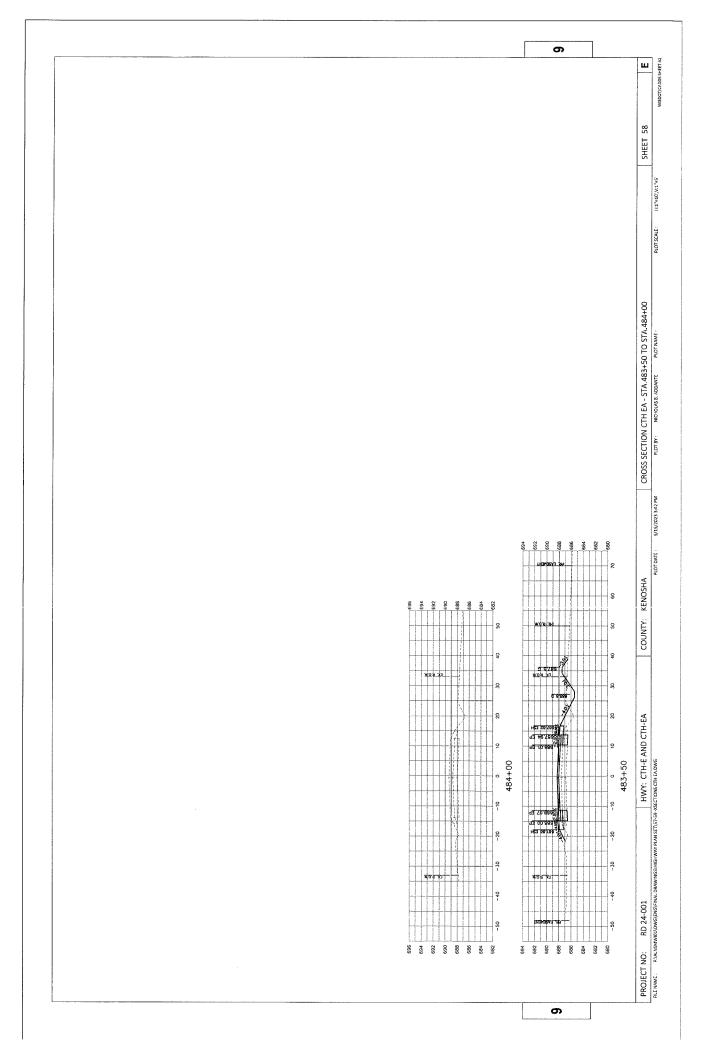












# EXHIBIT D LAND ACQUISITION COSTS

#### CTH E & EA Preliminary Delivery R/W Estima (BASED ON12 PARCELS)

inc		

#### **Estimated Cost**

 Project Management
 \$30,400.00
 8 parcels @ \$3,800. each = \$30,400.

 Utility Parcel Negotiation
 \$7,200.00
 4 parcels @ \$1,800. each = \$7,200.

 Title Commitment
 \$4,200.00
 \$525.00 each x8 parcels = \$4,200.

 Appraisal
 \$29,600.00
 8 agency appraisals @ \$3,700. each = \$29,600.

 Owner Appraisals
 \$8,000.00
 2 owner appraisals @ \$4.000. each = \$8,000.

Appraiswal Review \$8,000.00 8 agency appraisals + 2 owners appraisals @ \$600. each = \$6,000.

Negotiation \$15,200.00 8 negotiation @ \$1,900. each = \$15,200.

Acquisition \$41,349.00 See calculation below
Legal Fees \$20,000.00 Based on one court trial

Legal Documents Review \$1,300.00 Based on 2 parcels taken by award of damages @ \$650.each = \$1,300.

Total Delivery Cost \$39,179.00 See Acquisition Cost Notes

Added Contigecy + 20% \$7,836.00 (R/W Acquisition Cost Only) \$39,179 x 1.20 = \$47,015.00

#### Estimated R/W Delivery Cost

#### \$210,264.00

#### ACQUISITION COST NOTES:

- 1. Acquisition Cost Based on reviwsed right of way plat parcel listing
- 2. Temporary Limited Easemants added to parcels on revised right of way plat
- 3. Added utility parcels

Parcels Land Interest Requirement	FEE	TLE	Access Rights
1	0.064 Acres	0.172 Acres	No
2	0.060 Acres	0.074 Acres	No
3	None	1.028 Acres	No
4	0.012 Acres	0.142 Acres	No
5	0.073 Acres	0.131 Acres	No
6	None	0.031 Acres	No
7	None	0.305 Acres	No
8	None	0.043 Acres	No
100	Rerlease of Rights		
101	Rerlease of Rights		
102	Rerlease of Rights		
103	Rerlease of Rights		

#### **Parcel Acquisition Calculations**

Parcel 1 Gitzlaff	Fee .064 x \$60,000.00./acre TLE .172 x \$60,000./acre x .10	\$3,840.00 \$1,032.00	
	TEE . 172 X \$60,000,000	\$4,872.00	\$4,872.00
Parcel 2 Eckelberg	Fee 0.06 x \$125,000./acre	\$7,500.00	
Add \$15,000. for landscaping + 10% for TLE	TLE 0.074 x \$125,000./acre x .10	\$15,925.00 \$23,425.00	\$23,425.00
Parcel 3 CMM-Somerville LLC	TLE 1.028 x 60,000/acre x .10	Donation	
Developer		\$0.00	\$0.00
Parcel 4 Village of Somers	Fee 0.012 x \$60,000./ acre	\$720.00	
	TLE .142 x \$60,000./ acre x .10	\$852.00	
		\$1,572.00	\$1,572.00
Parcel 5 Fliess	Fee 0.073 x \$60,000./ acre	\$4,380.00	
	TLE .131 x \$60,000./ acre x .10	\$786.00	
		\$5,166.00	\$5,166.00
Parcel 6 Kenosha Unified School	TLE 0.031 x \$100,000./acre x .10	\$310.00	
land improvements		\$1,000.00	
		\$1,310.00	\$1,310.00
Parcel 7 Fliess	TLE 0.305 x \$60,000./ acre x .10	\$1,830.00	\$1,830.00
Parcel 8 Adams Street Development	TI F 0 042 \$60 000 / 40	#0 <b>5</b> 0.00	
Parcer o Adams Street Development	TLE 0.043 x \$60,000./ acre x .10 Minimum payment	\$258.00 \$1.000.00	\$1,000.00
	wallandin payment	Ψ1,000.00	φ1,000.00
Parcel 100 Village of Somers	Release of Rights	\$1.00	\$1.00
Parcel 101 SBC	Release of Rights	\$1.00	\$1.00
Parcel 102 ANR Pipeline Parcel 103 WEPCO	Release of Rights	\$1.00	\$1.00
Parcel 103 WEPCO	Release of Rights	\$1.00	\$1.00 \$39,179.00
			φυσ, 179.00

Estimated R/W Project Acquisition Cost

Prepared by: James Machnik, The Acquisition Connection

### **EXHIBIT E**

### LIST OF IMPROVEMENTS AND COSTS (PRELIMINARY EOPC)



# ENGINEER'S OPINION OF PROBABLE COST Proposed Improvements for County Highway E and EA Kenosha County, Wisconson 23-Feb-23

Line	WISDOT Pay	Item Description	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
	Item No.	·					
SCHEDULE I - CTH E IMPROVEMENTS							
1	201.0120	CLEARING	62	ID	\$30.00	\$1,860.00	
2	201.0210	GRUBBING	25	LF	\$10.00	\$250.00	
3	204.0110	REMOVING ASPHALTIC SURFACE	1170	SY	\$15.00	\$17,550.00	
4	305.0110	BASE AGGREGATE DENSE 3/4-INCH (TON)	235	TON	\$25.00	\$5,875.00	
5	305.0120	BASE AGGREGATE DENSE 1 1/4 INCH	1895	TON	\$30.00	\$56,850.00	
6	460.5243	HMA PAVEMENT 3 LT 58-34 S	1375	TON	\$85.00	\$116,875.00	
7	460.5244	HMA PAVEMENT 4 LT 58-34 S	815	TON	\$95.00	\$77,425.00	
8	611.8110	ADJUST MANHOLE COVERS	6	EACH	\$730.00	\$4,380.00	
9	628.1504	SILT FENCE	1305	LF	\$2.50	\$3,262.50	
10	628.1520	SILT FENCE MAINTENANCE	1305	LF	\$0.25	\$326.25	
11	628.2002	EROSION MAT CLASS 1 TYPE A	4255	SY	\$1.50	\$6,382.50	
12	628.7504	TEMPORARY DITCH CHECKS	60	LF	\$8.50	\$510.00	
13	637.2210	SIGN TYPE II REFLECTIVE H	7	SF	\$18.50	\$129.50	
14	637.2230	SIGN TYPE II REFLECTIVE F	9	SF	\$22.00	\$198.00	
15	638.2102	MOVING SIGNS TYPE II	4	LS	\$121.50	\$486.00	
16	643.5000	TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000.00	
17	646.1020	MARKING LINE EPOXY 4-INCH	3865	LF	\$0.50	\$1,932.50	
18	646.3020	MARKING LINE EPOXY 8-INCH	140	LF	\$1.50	\$210.00	
19	646.5020	MARKING ARROW EPOXY	4	EACH	\$290.00	\$1,160.00	
20	646.5320	MARKING RAILROAD CROSSING EPOXY	1	EACH	\$1,540.00	\$1,540.00	
21	646.7120	MARKING DIAGONAL EPOXY 12-INCH	315	LF	\$11.50	\$3,622.50	
22	646.7220	MARKING CHEVRON EPOXY 24-INCH	225	LF	\$17.00	\$3,825.00	
23	690.0150	SAWING ASPHALT	2105	LF	\$1.50	\$3,157.50	
24	SPV.0001	EARTHWORK	1	EACH	\$50,000.00	\$50,000.00	
25	SPV.0002	RELOCATE POWER POLE	11	EACH	*	\$0.00	
26	SPV.0004	ADJUST HYDRANTS RIM	3	EACH	\$730.00	\$2,190.00	
27	SPV.0005	ADJUST VALUE VAULT RIM	2	EACH	\$730.00	\$1,460.00	
28	SPV.0006	REMOVING ASPHALTIC SURFACE, 5"	2875	SY	\$10.00	\$28,750.00	
			TOTAL SCHEDU	EI CTUE	MDDOVEMENTS	\$440.207.2E	
			TOTAL SCHEDO	EI-CIRE	VIFROVENIENIS	\$410,207.23	
SCHEDULE II - CTH EA IMPROVEMENTS							
1	201.0120	CLEARING	28	ID	\$30.00	\$840.00	
2	201.0210	GRUBBING	130	LF	\$10.00	\$1,300.00	
3	204.0110	REMOVING ASPHALTIC SURFACE	810	SY	\$15.00	\$12,150.00	
4	204.0245	REMOVING STORM SEWER	220	LF	\$20.00	\$4,400.00	
5	305.0110	BASE AGGREGATE DENSE 3/4-INCH (TON)	270	TON	\$25.00	\$6,750.00	
6	305.0120	BASE AGGREGATE DENSE 1 1/4 INCH	2335	TON	\$30.00	\$70,050.00	
7	460.5243	HMA PAVEMENT 3 LT 58-34 S	1350	TON	\$85.00	\$114,750.00	
8	460.5244	HMA PAVEMENT 4 LT 58-34 S	765	TON	\$95.00	\$72,675.00	
9	522.0512	CULVERT PIPE REINFORCED CONCRETE CLASS V 12-INCH	120	LF	\$50.00	\$6,000.00	
10	522.0518	CULVERT PIPE REINFORCED CONCRETE CLASS V 18-INCH	40	LF	\$75.00	\$3,000.00	
,,		APRON ENDWALLS FOR CULVERT PIPE REINFORCED					
11	522.1012	CONCRETE 12-INCH	8	EACH	\$1,250.00	\$10,000.00	
12	522.1018	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH	4	EACH	\$1,150.00	\$4,600.00	
13	522.2629	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 29X45-INCH	8	EACH	\$1,800.00	\$14,400.00	
14	606.0200	RIPRAP MEDIUM	135	CF	\$80.00	\$10,800.00	
15	608.2329	STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 29X45-INCH	320	LF	\$140.00	\$44,800.00	
16	611.8110	ADJUST MANHOLE COVERS	2	EACH	\$730.00	\$1,460.00	
17	628.1504	SILT FENCE	2825	LF	\$2.50	\$7,062.50	



## ENGINEER'S OPINION OF PROBABLE COST Proposed Improvements for County Highway E and EA Kenosha County, Wisconson 23-Feb-23

Line	WISDOT Pay	Item Description	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Line	Item No.	item description	QUANTIT	UNII	UNITERICE	EXTENSION
18	628.1520	SILT FENCE MAINTENANCE	1305	LF	\$0.25	\$326.25
19	628.2002	EROSION MAT CLASS 1 TYPE A	4850	SY	\$1.50	\$7,275.00
20	628.7504	TEMPORARY DITCH CHECKS	75	LF	\$8.50	\$637.50
21	628.7555	CULVERT PIPE CHECKS	9	EACH	\$18.50	\$166.50
22	637.2210	SIGN TYPE II REFLECTIVE H	7	EACH	\$18.50	\$129.50
23	643.5000	TRAFFIC CONTROL	1	LS	\$30,000.00	\$30,000.00
24	646.1020	MARKING LINE EPOXY 4-INCH	5025	LF	\$0.50	\$2,512.50
25	646.3020	MARKING LINE EPOXY 8-INCH	300	LF	\$1.50	\$450.00
26	646.5020	MARKING ARROW EPOXY	4	EACH	\$290.00	\$1,160.00
27	646.7120	MARKING DIAGONAL EPOXY 12-INCH	360	LF	\$11.50	\$4,140.00
28	646.7220	MARKING CHEVRON EPOXY 24-INCH	115	LF	\$17.00	\$1,955.00
29	690.0150	SAWING ASPHALT	2775	LF	\$1.50	\$4,162.50
30	209.0300.S	BACKFILL COARSE AGGREGATE	115	CY	\$65.00	\$7,475.00
31	SPV.0001	EARTHWORK	1	LS	\$80,000.00	\$80,000.00
32	SPV.0002	RELOCATE POWER POLE	5	EACH	*	\$0.00
33	SPV.0003	RELOCATE TELEPHONE PEDESTAL	2	EACH	*	\$0.00
34	SPV.0006	REMOVING ASPHALTIC SURFACE, 5"	3225	SY	\$8.00	\$25,800.00
35	SPV.0007	RELOCATE MAILBOX	1	EACH	\$180.00	\$180.00

TOTAL SCHEDULE II - CTH EA IMPROVEMENTS \$551,407.25

SUBTOTAL SCHEDULES I-II \$961,614.50

KENOSHA COUNTY ADMINISTRATICE FEE @ 4.39% \$42,214.88

CONTINGENCY @10% \$96,161.45

TOTAL \$1,099,990.83

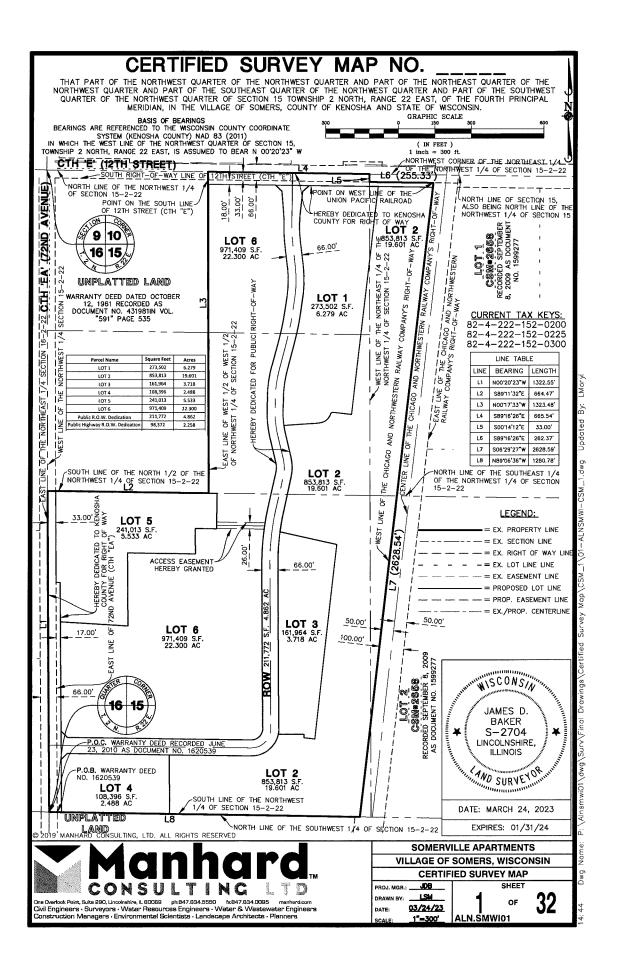
Prepared By: Manhard Consulting, Ltd.

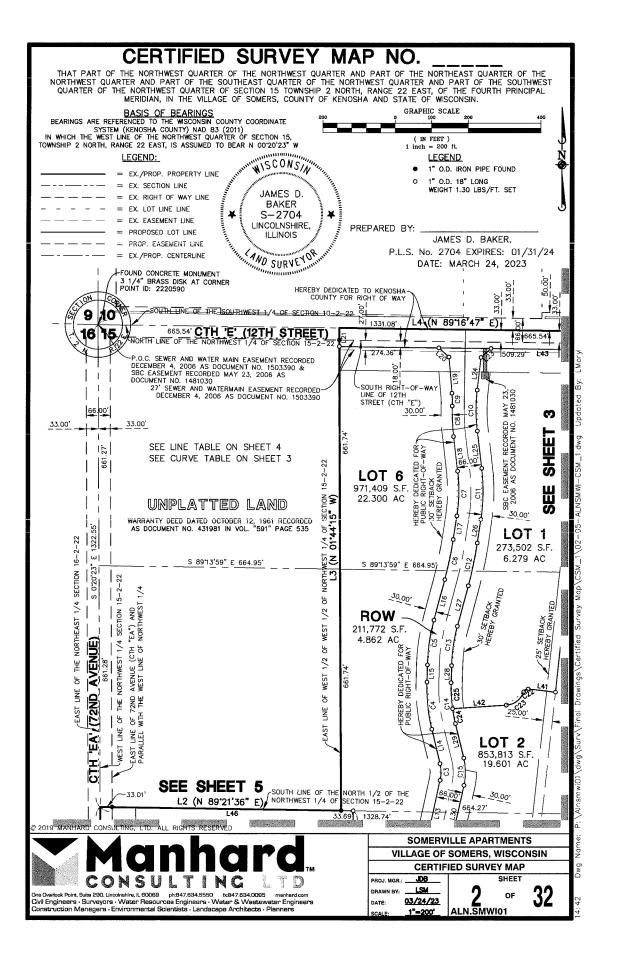
One Overlook Point, Suite 290 Lincolnshire, Illinois 60069

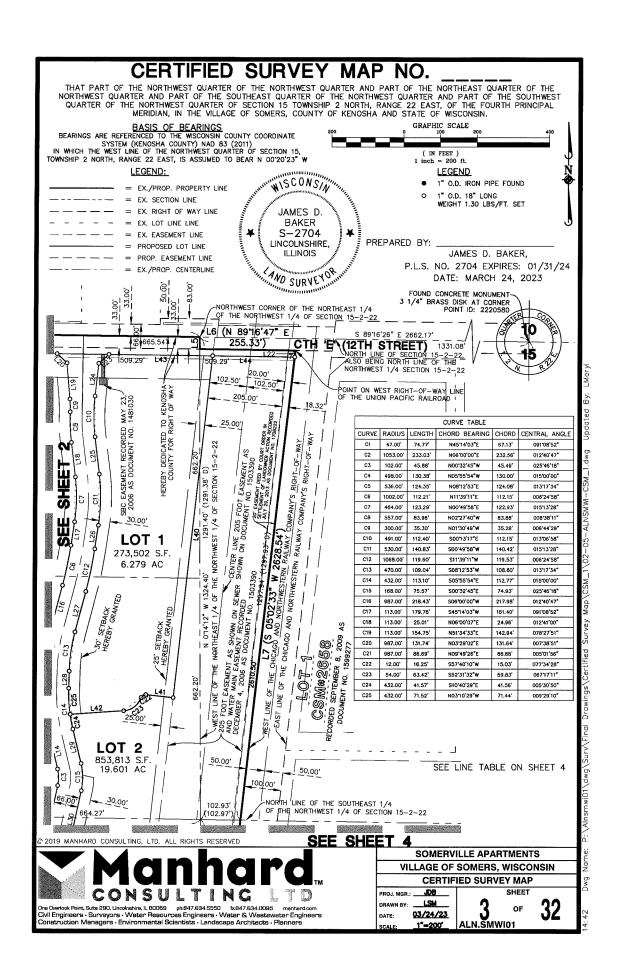
NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees landscaping, dewatering, maintenance, bonds or the like.

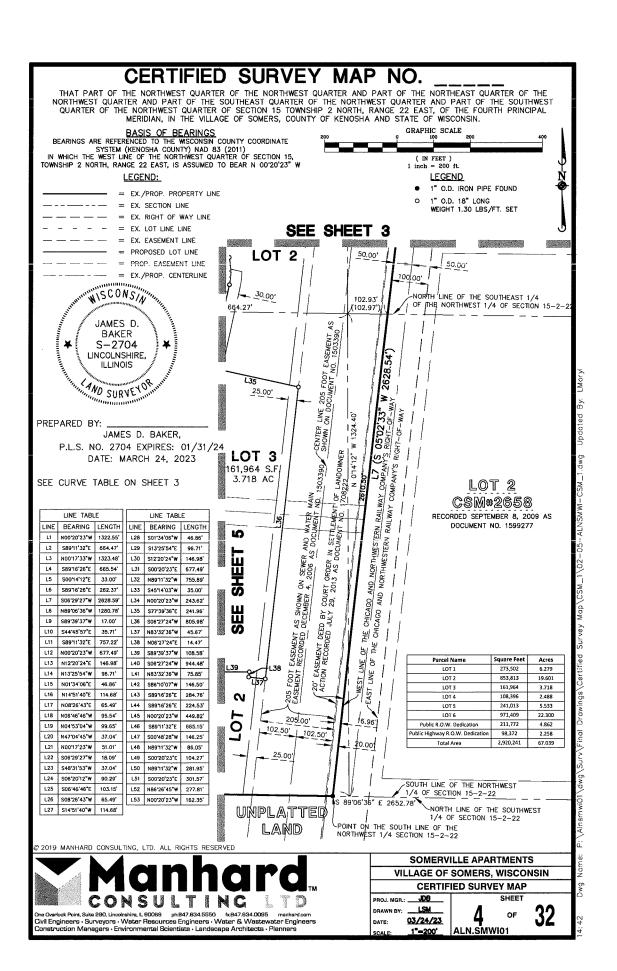
<sup>\*</sup>Assumes that all utilities relocated as part of a Kenosha County Road Improvement Project will be relocated at the utility companies expense

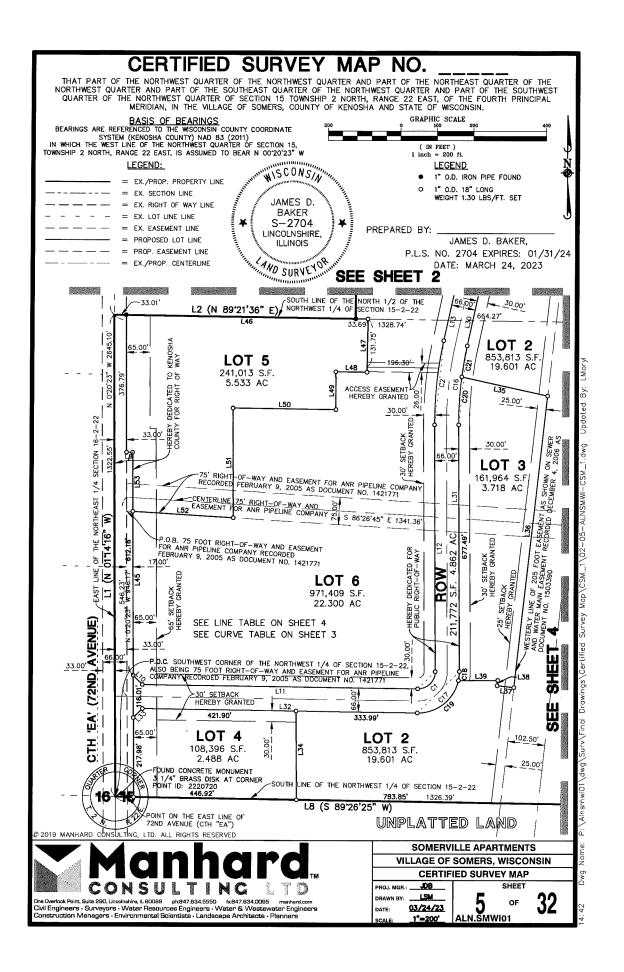
## EXHIBIT F CERTIFIED SURVEY MAP

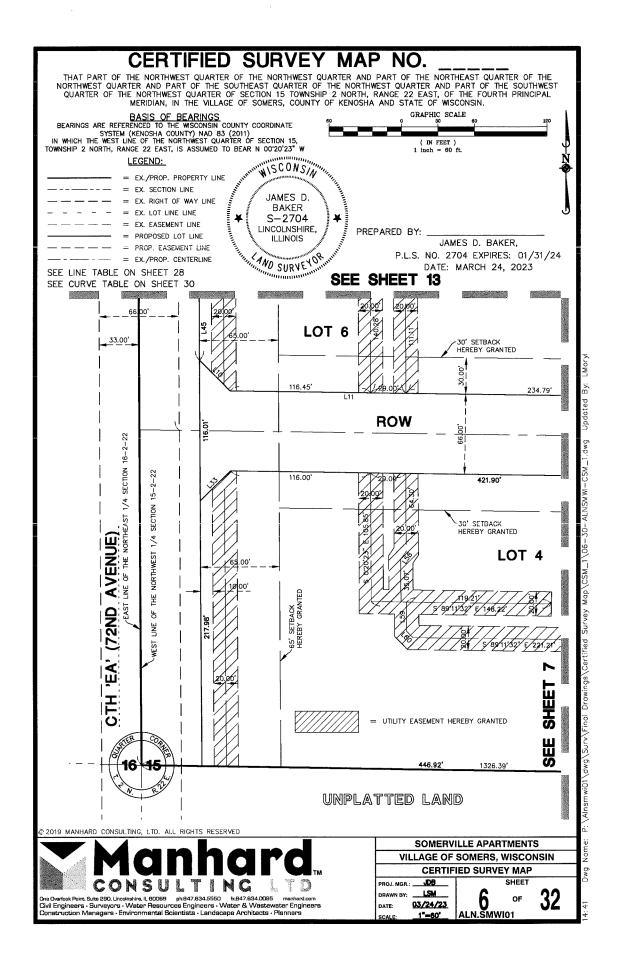


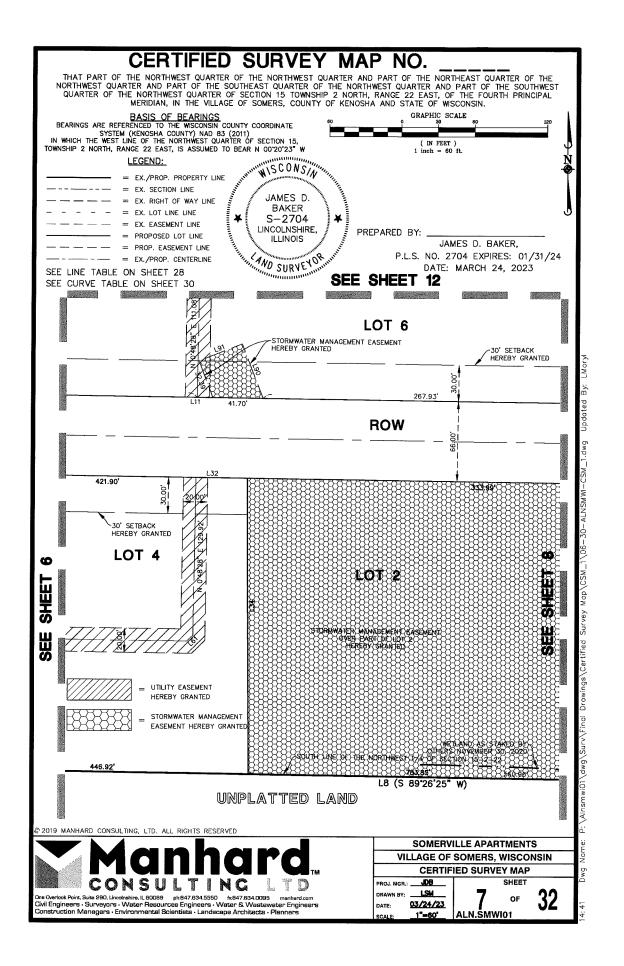


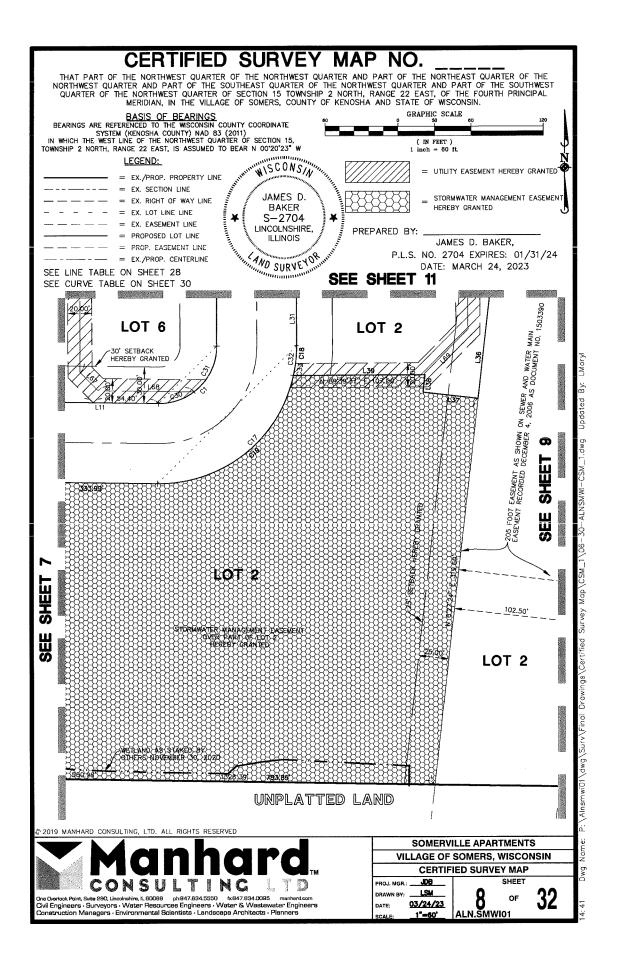


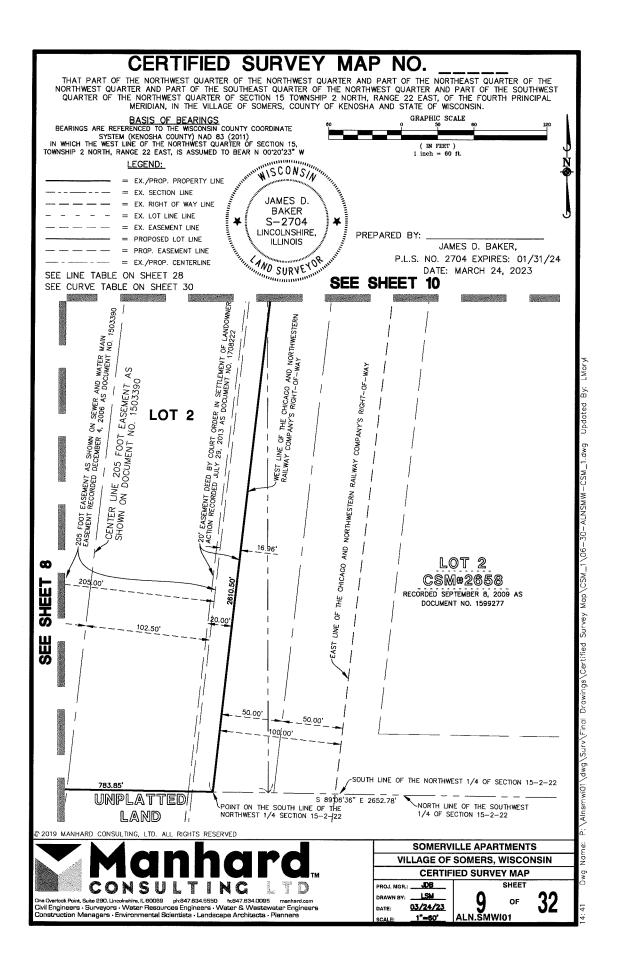


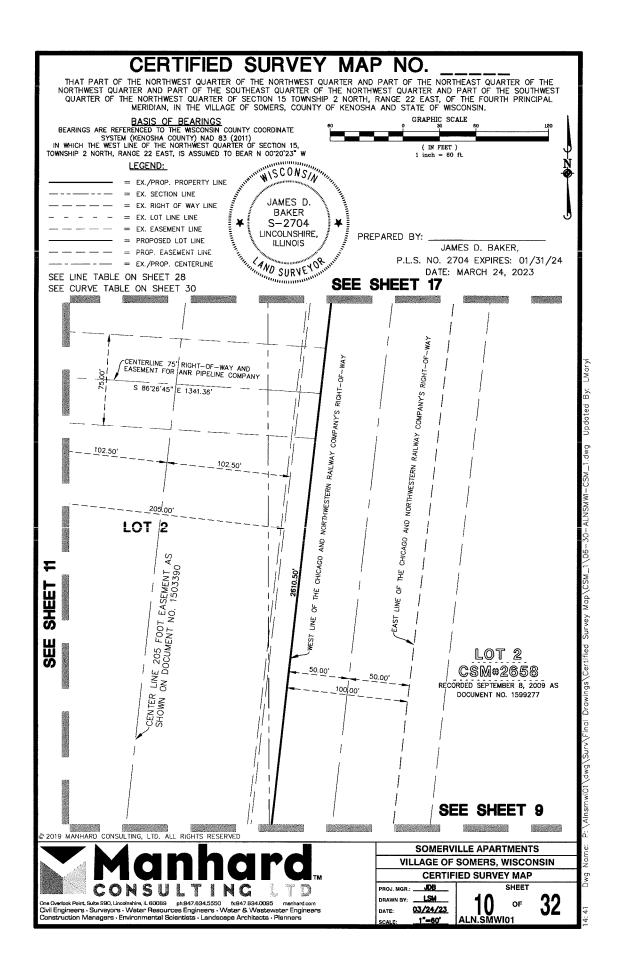


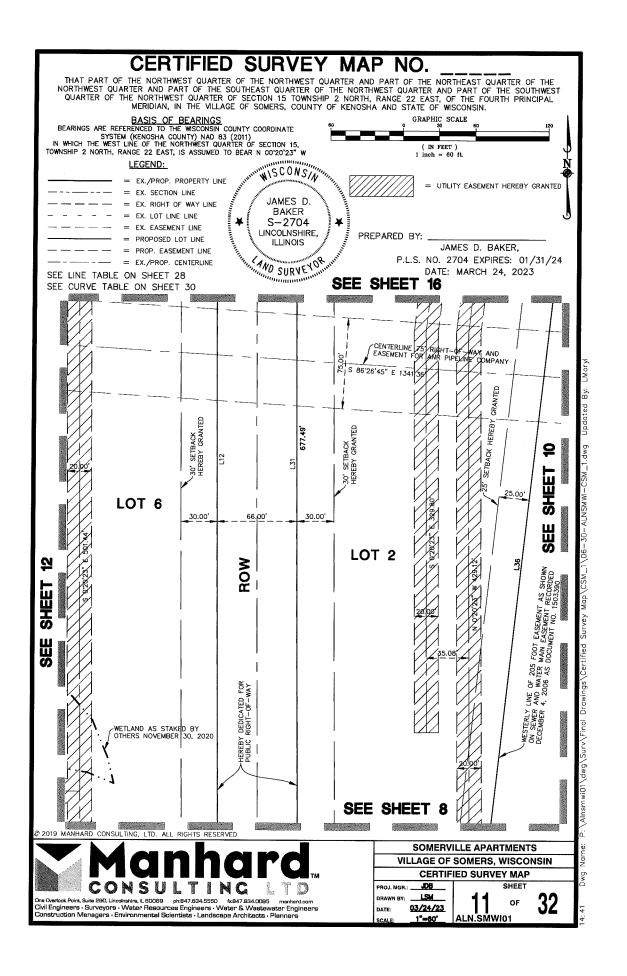


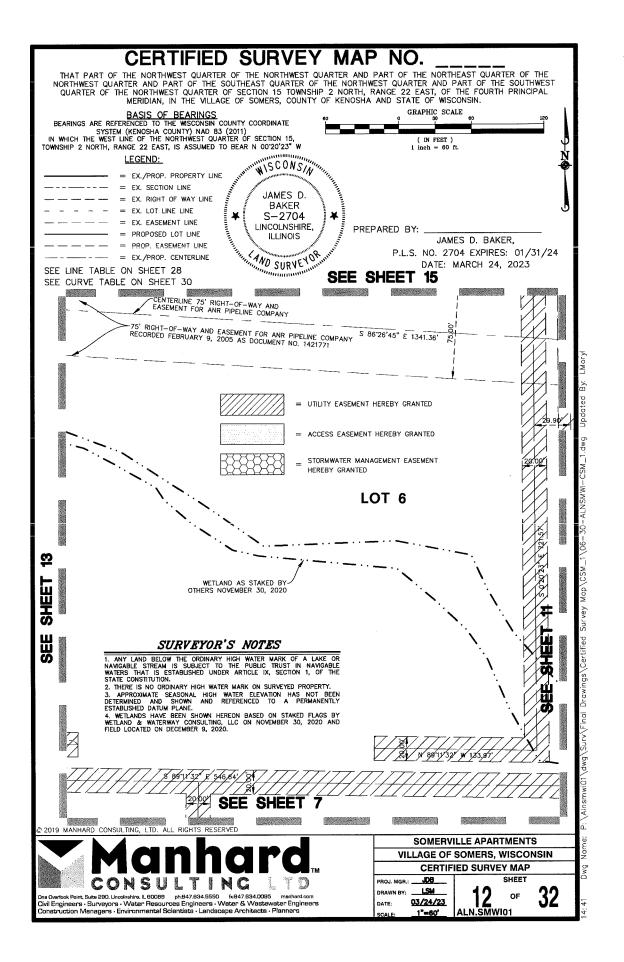


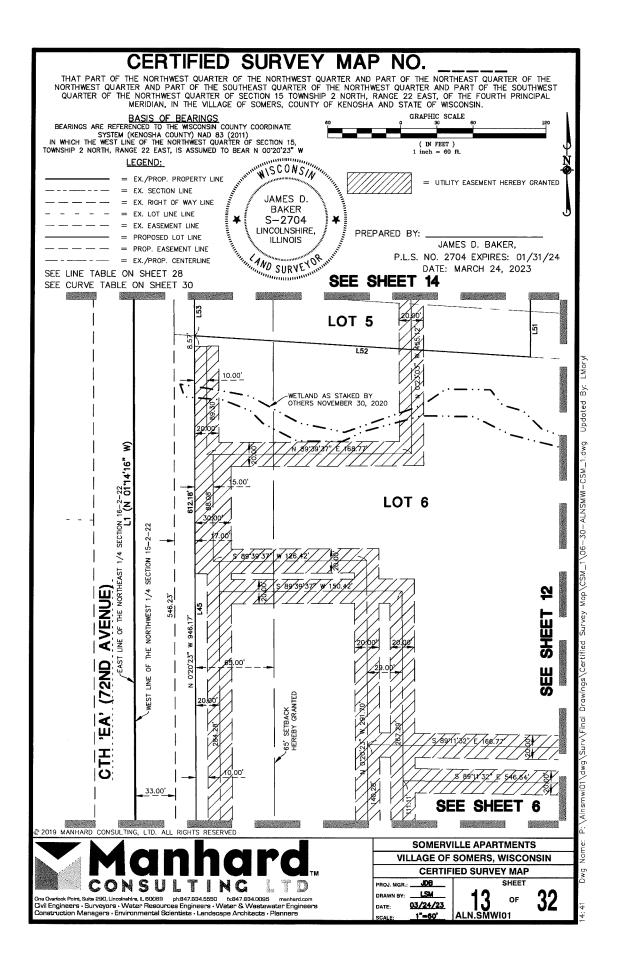


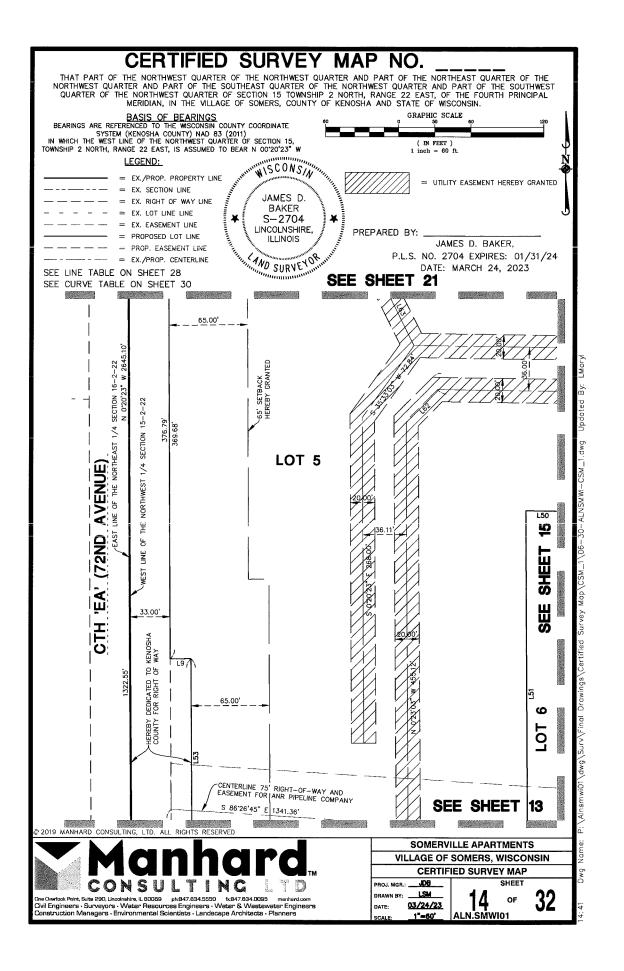


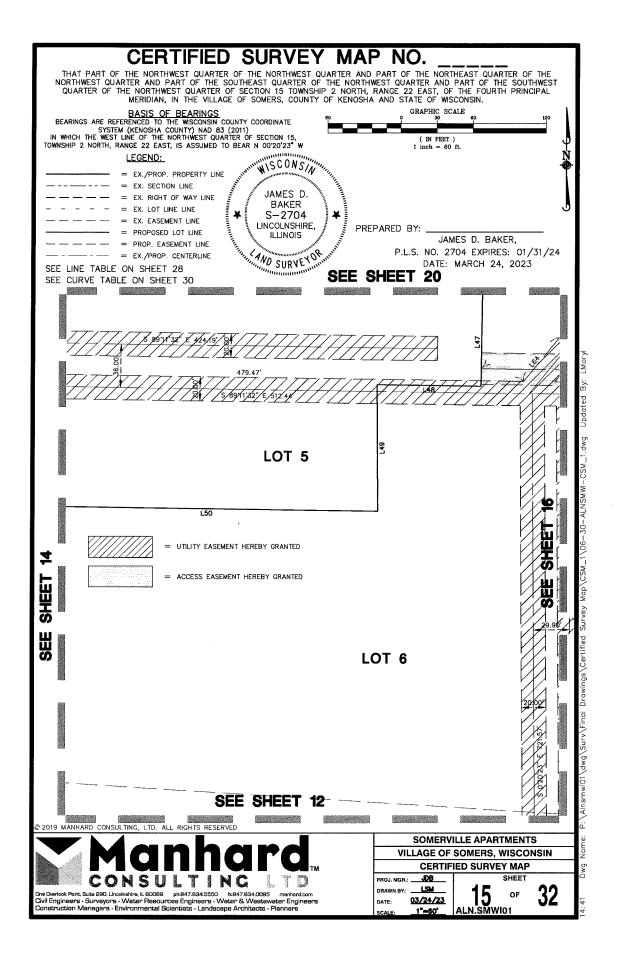


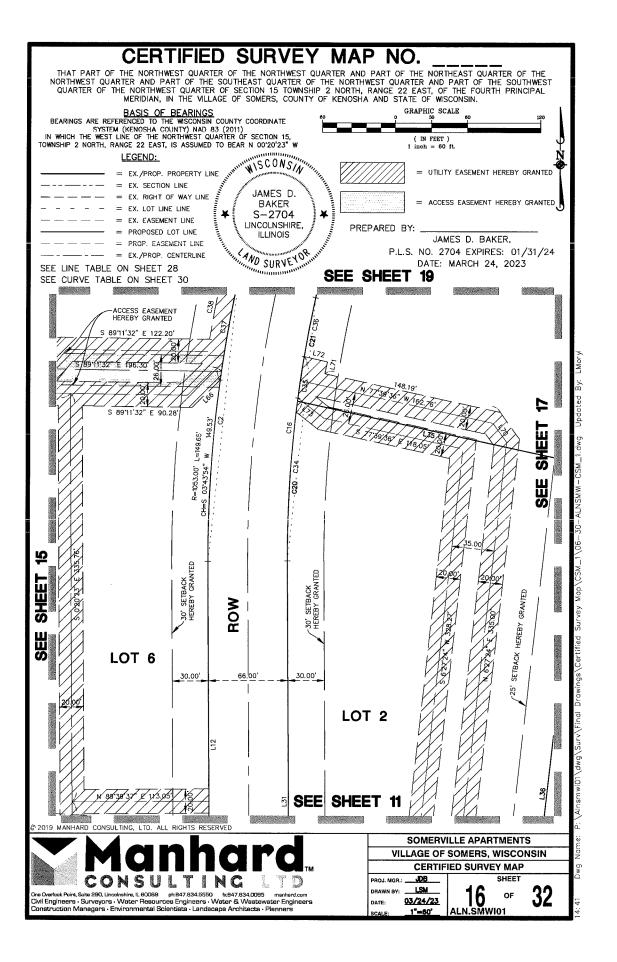


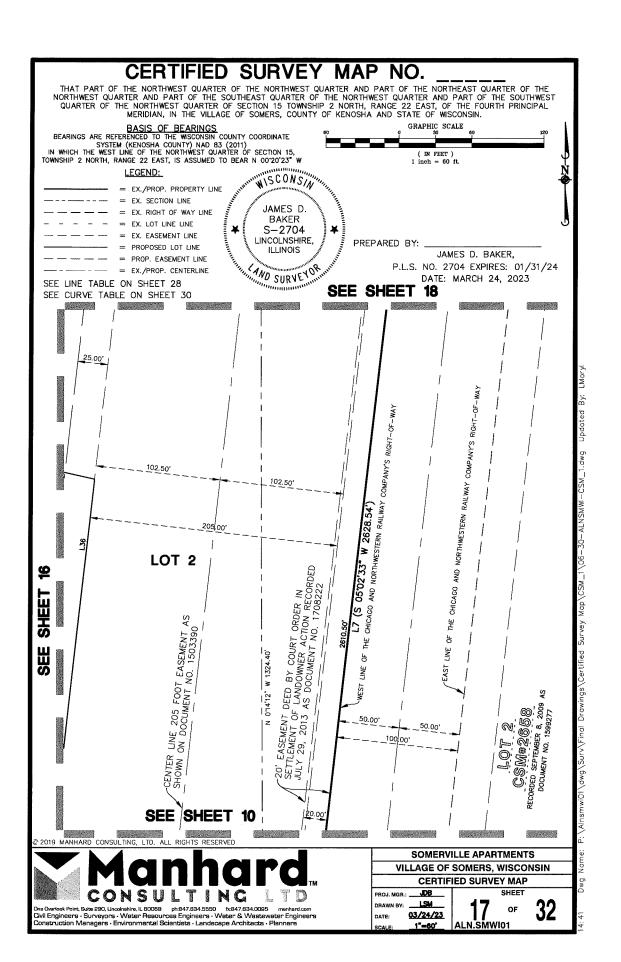


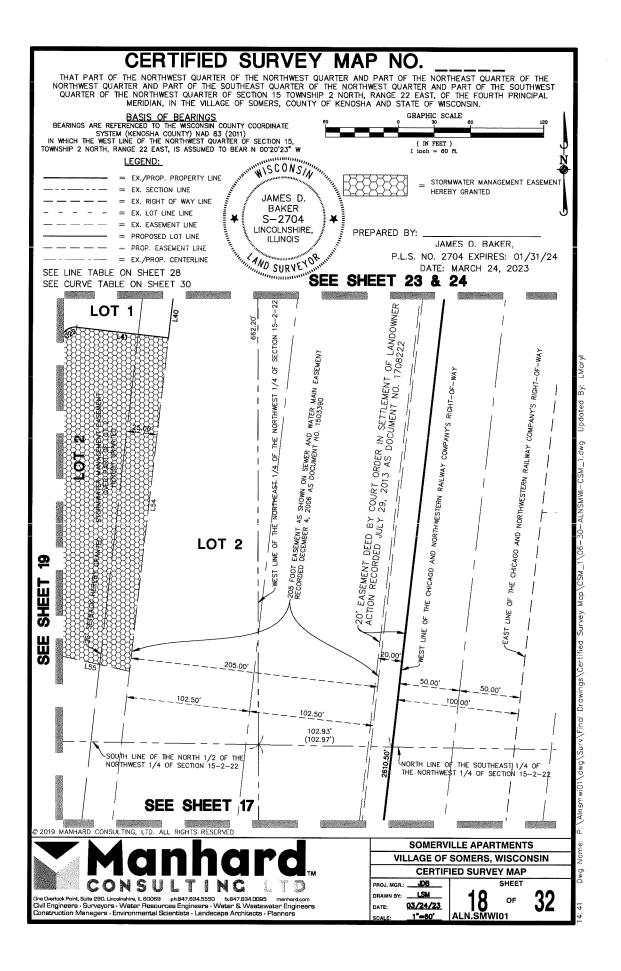


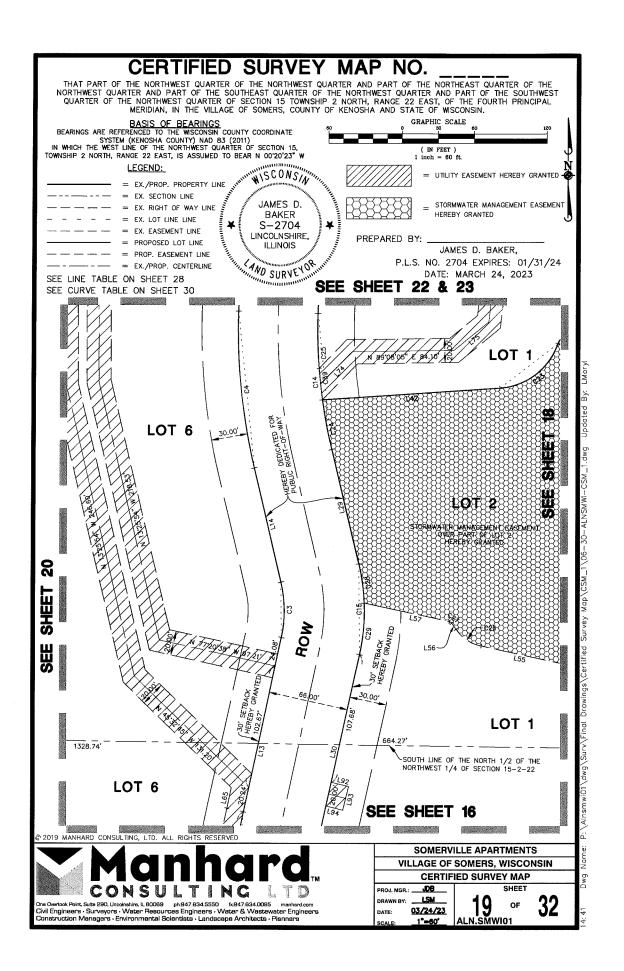


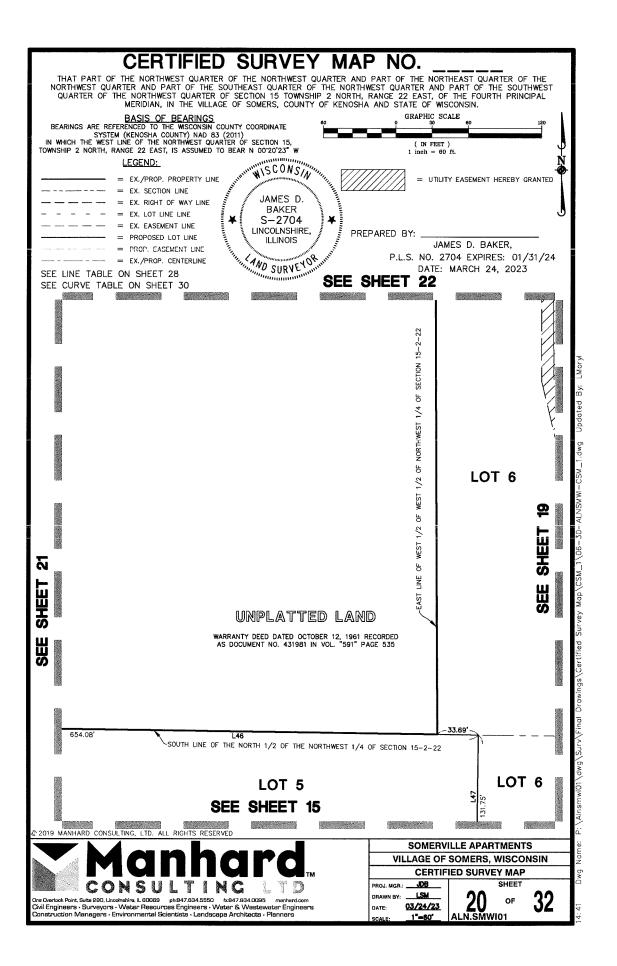


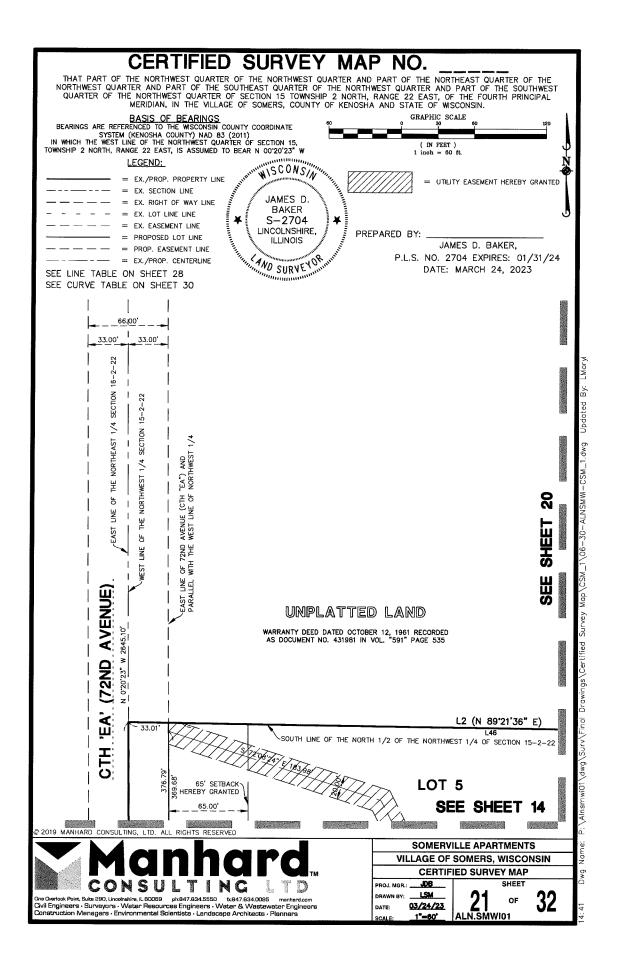


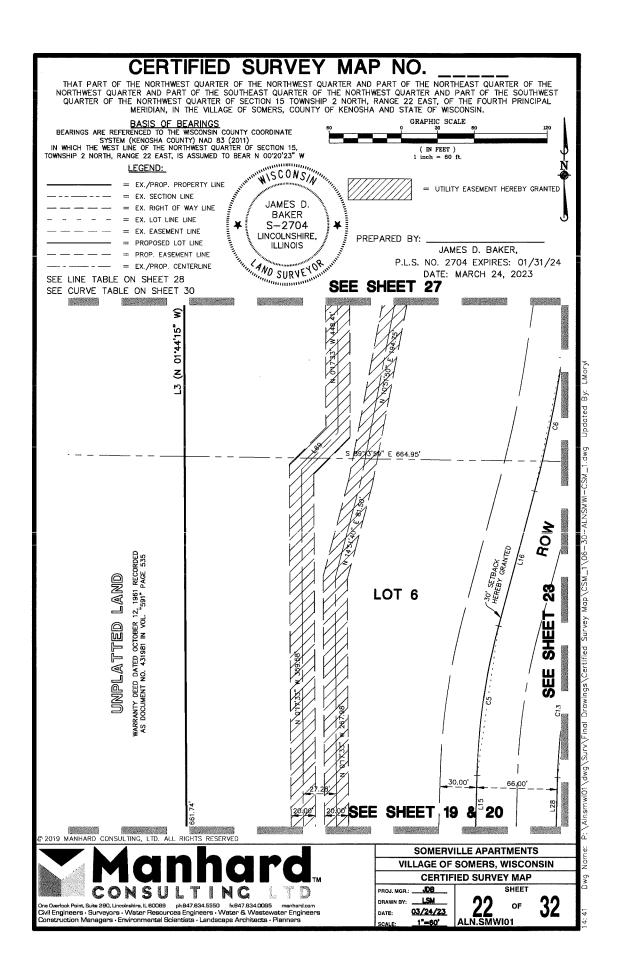


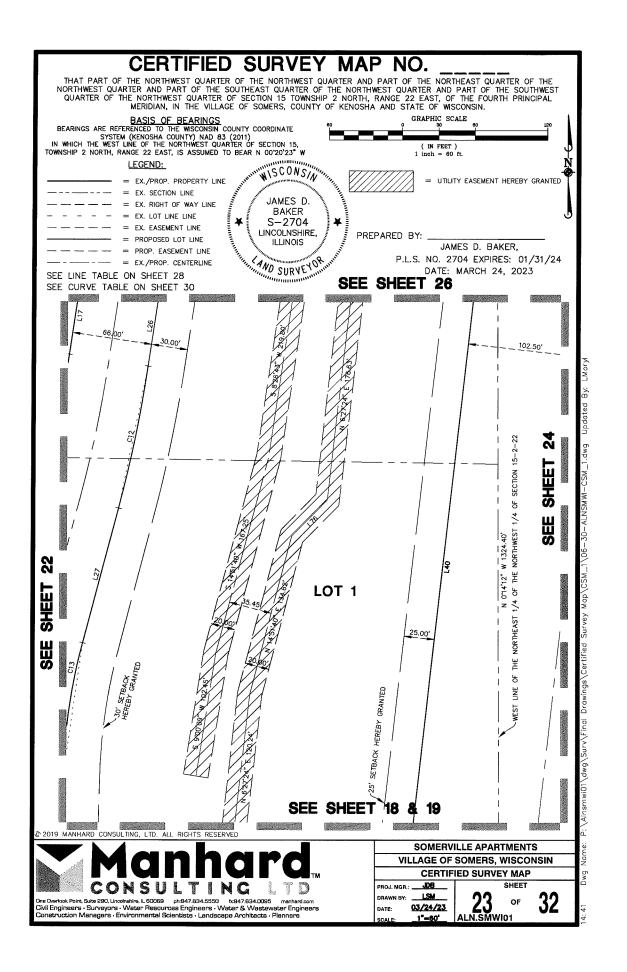


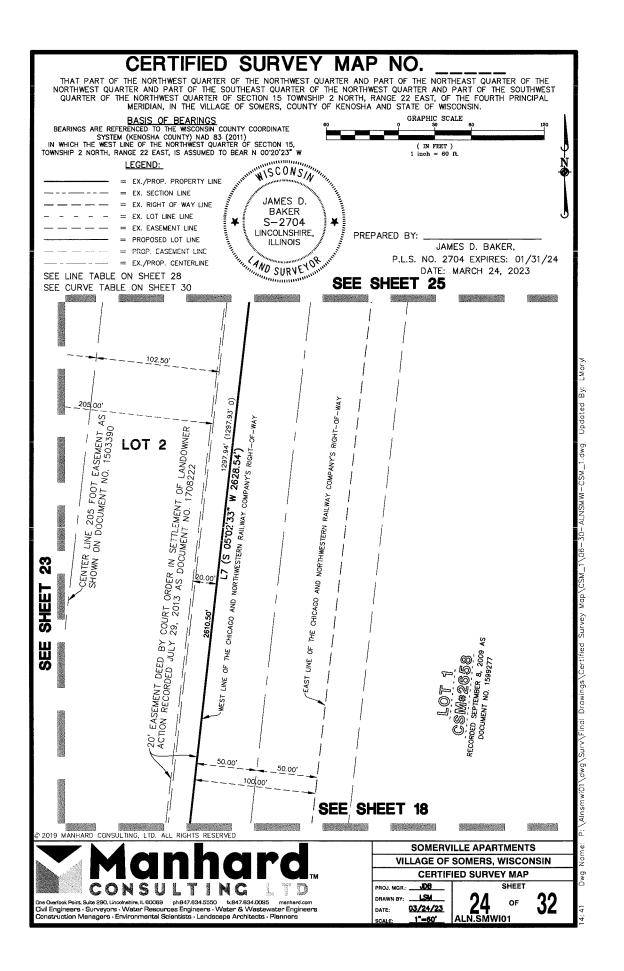


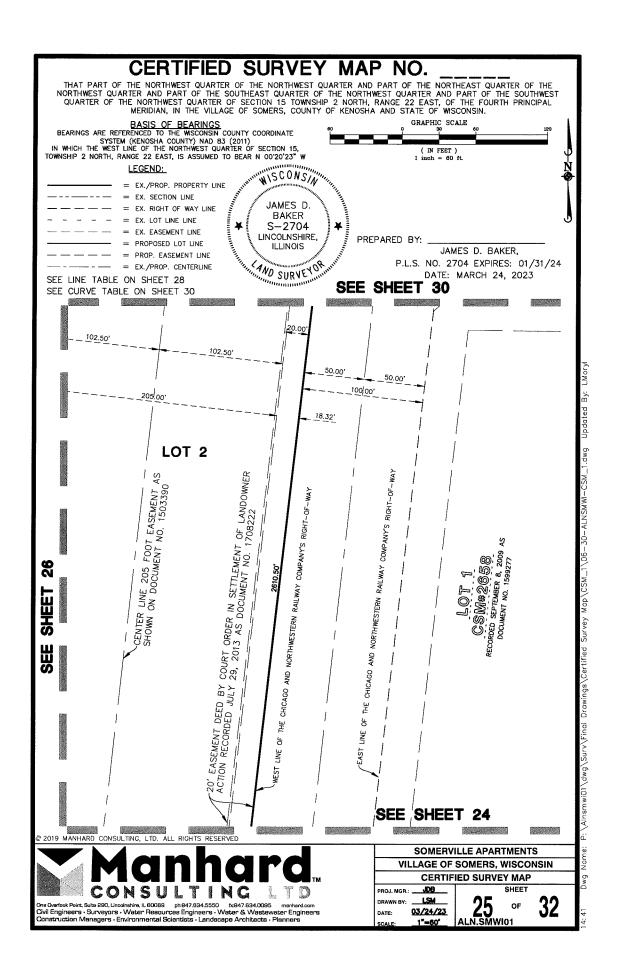


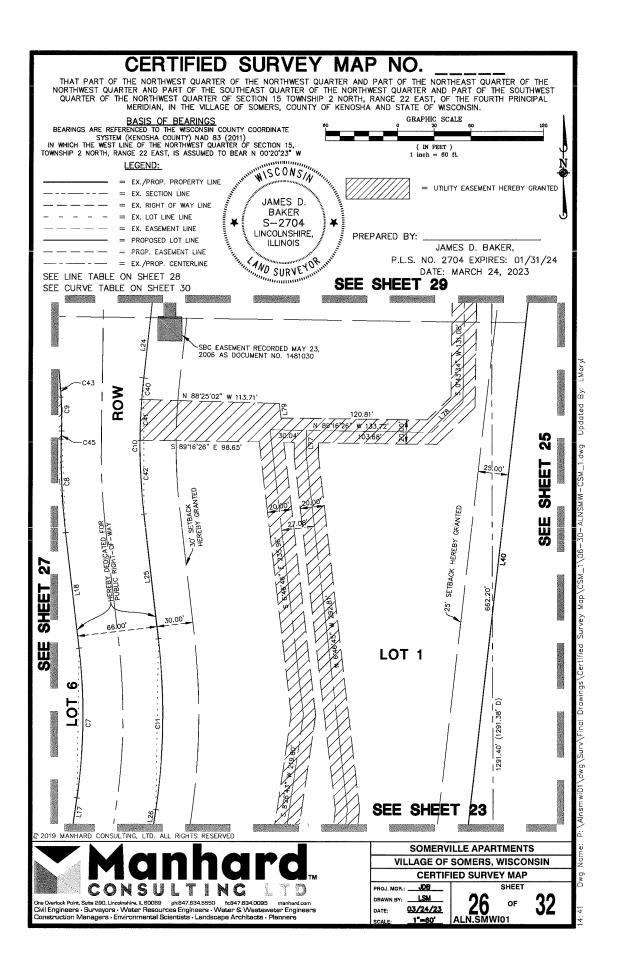


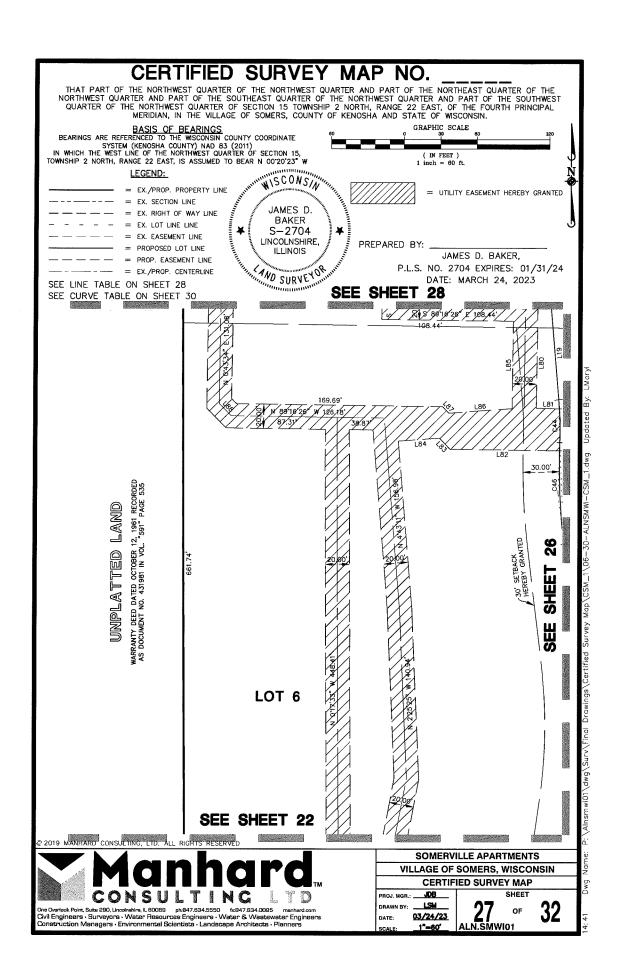


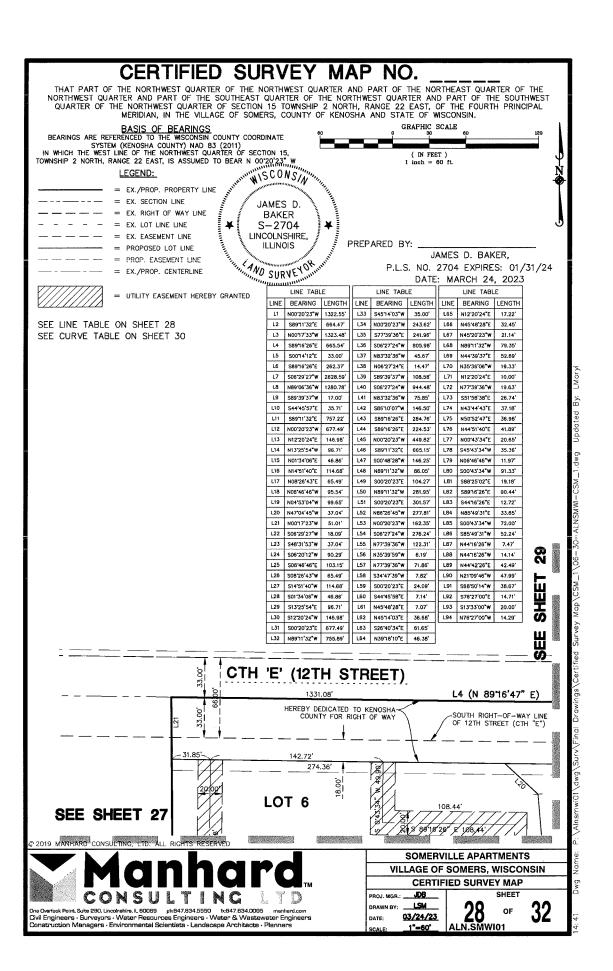


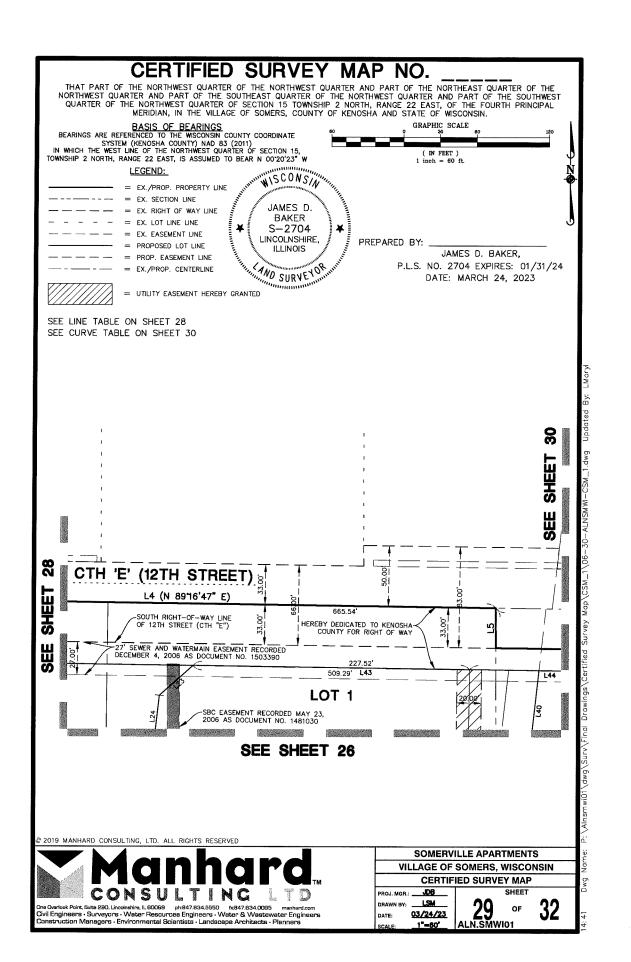


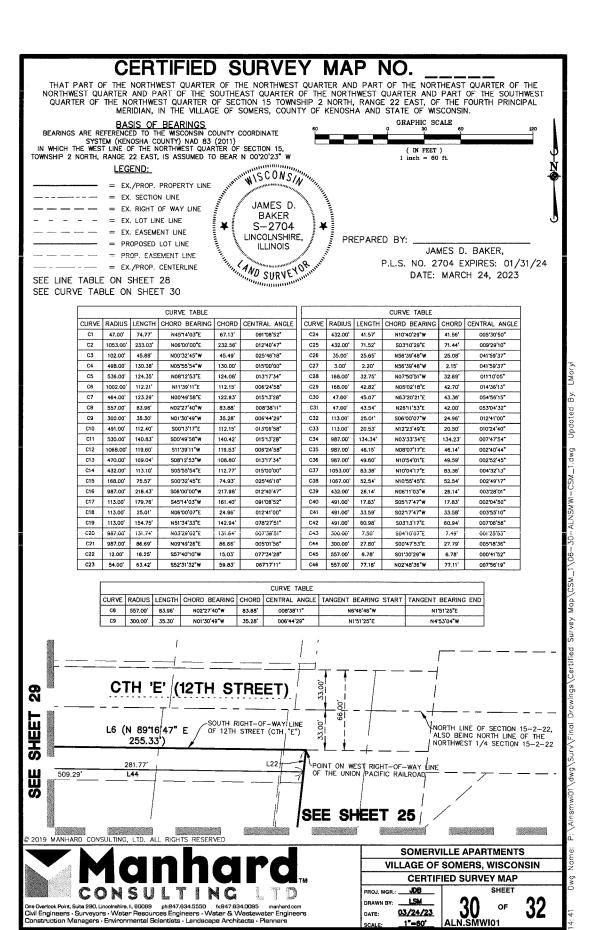












## THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN. OWNER'S CERTIFICATE AS OWNER(S), I (WE) HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THE PLAT. I (WE) ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF SOMERS. WITNESS THE HAND AND SEAL OF SAID WISCONSIN \_\_\_\_\_, DAY OF \_\_\_\_\_\_, 2023. JAMES D. ON THIS \_\_\_\_\_, 2023. BAKER ¥ S - 2704LINCOLNSHIRE, PREPARED BY: \_\_\_ ILLINOIS TITLE: \_ JAMES D. BAKER, AND SURVEYOR P.L.S. NO. 2704 EXPIRES: 01/31/24 NOTARY'S CERTIFICATE DATE: MARCH 24, 2023 STATE OF \_\_\_\_ . ) )S.S. COUNTY OF \_\_\_ \_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_ OF SAID CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTORIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_ NOTARY PUBLIC VILLAGE OF SOMERS BOARD APPROVAL THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SOMERS AND DEDICATION ACCEPTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ GEORGE STONER, VILLAGE PRESIDENT MARY COLE, VILLAGE CLERK VILLAGE OF SOMERS PLAN COMMISSION APPROVAL THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE PLAN COMMISSION OF THE VILLAGE OF SOMERS AND ADOPTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_\_, 2023. GEORGE STONER, VILLAGE PRESIDENT MARY COLE, VILLAGE CLERK VILLAGE TREASURER CERTIFICATE STATE OF WISCONSIN ) KENOSHA COUNTY )SS I, \_\_\_\_\_\_\_, BEING THE DULY ELECTED (APPOINTED), QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF SOMERS, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF \_\_\_\_\_\_\_, 2023 AFFECTING THE LANDS INCLUDED IN THIS PLAT. (DATE) TREASURER 2019 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

99 ph:847.634.5550 fc:847.634.0095 menherd.com purces Engineers • Water & Wastewater Engineers

ivil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater En onstruction Managers • Environmental Scientists • Landscape Architects • Planner

CERTIFIED SURVEY MAP NO.

Dwg Name: P:\Ainsmwi01\dwg\Surv\Final Drawings\Certified Survey Map\CSM\_1\31-32-ALNSMWI-CSM\_1.dwq Up

SOMERVILLE APARTMENTS
VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

PROJ. MGR.: JDB DRAWN BY: LSM

DATE:

03/24/23

SHEET

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## CERTIFIED SURVEY MAP NO.

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
) S.S.
COUNTY OF LAKE)

I, JAMES D. BAKER, A WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED AND CONSOLIDATED A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 00 DEGREES 20 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 1322.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 11 MINUTES 32 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 664.47 FEET TO A POINT ON THE EAST LINE OF WEST 1/2 OF WEST 1/2 OF NORTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 00 DEGREES 17 MINUTES 33 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 1323.48 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 665.54 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 262.37 FEET TO A POINT ON THE WEST LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S RIGHT—OF—WAY; THENCE SOUTH 06 DEGREES 29 MINUTES 27 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 2628.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 1280.78 FEET TO THE POINT OF BEGINNING.

THAT I HAVE MADE THIS SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF CARDINAL CAPITAL MANAGEMENT.

SUBJECT TO EASEMENTS, RESTRICTIONS AND ROADWAYS OF RECORD, SAID PARCEL CONTAINING 67.039 ACRES.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE CODE OF GENERAL ORDINANCES FOR THE VILLAGE OF SOMERS, DIVIDING AND MAPPING THE SAME.

DATED THIS 24TH DAY OF MARCH, 2023

SURVEYOR: JAMES D. BAKER WISCONSIN PROFESSIONAL LAND SURVEYOR NO. 2704-8



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ha Owerlock Paint, Suita 290, Lincolnahira, II. 60069 ph. 847.834.5550 fc.847.634.0035 manhard.com JWI Engineers - Surveyors - Weter Resources Engineers - Water & Waterweter Engineers Jonatruction Managers - Environmental Scientiats - Landacape Architects - Planners SOMERVILLE APARTMENTS

VILLAGE OF SOMERS, WISCONSIN

CERTIFIED SURVEY MAP

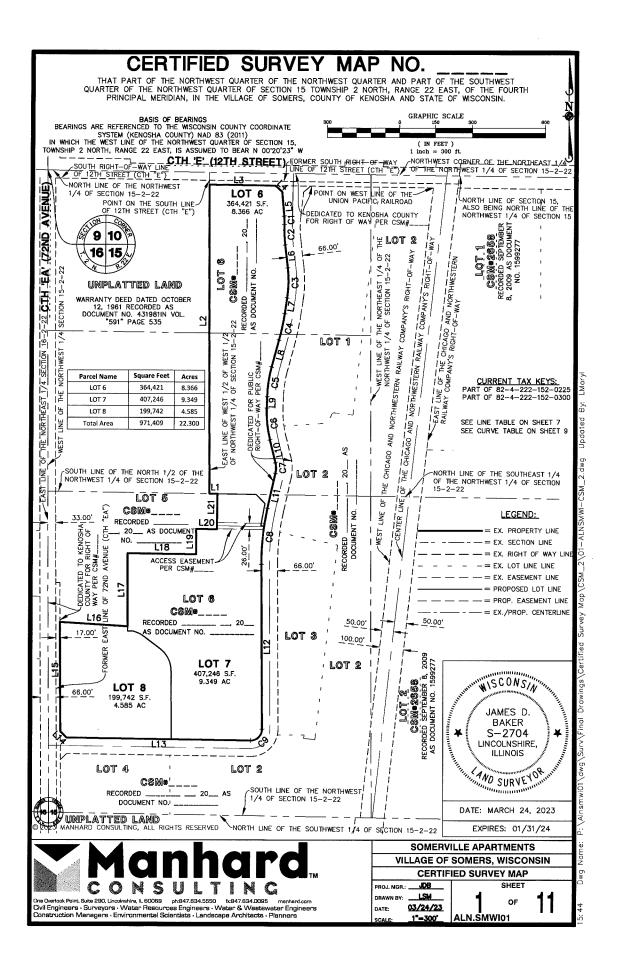
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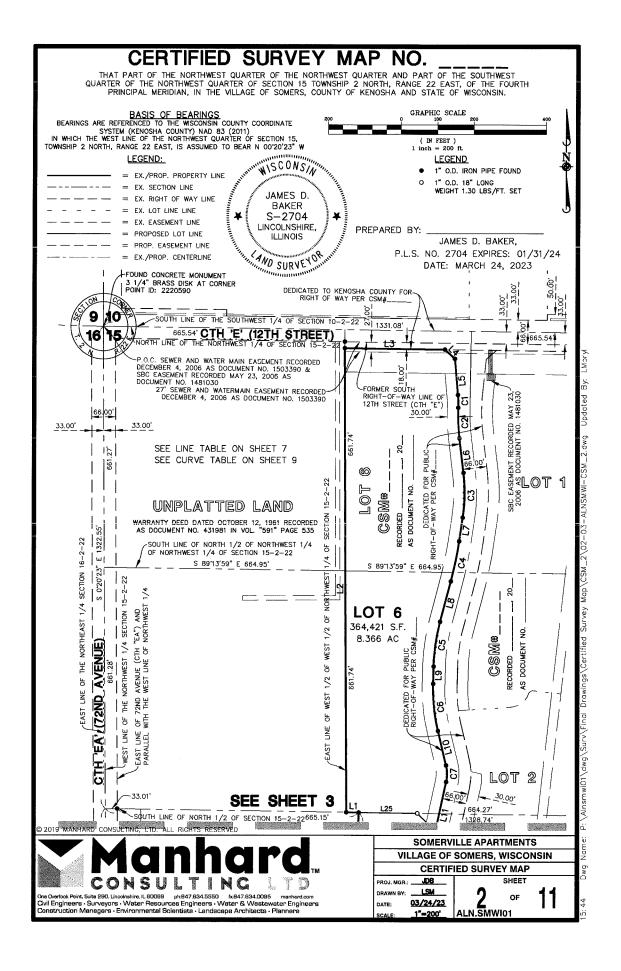
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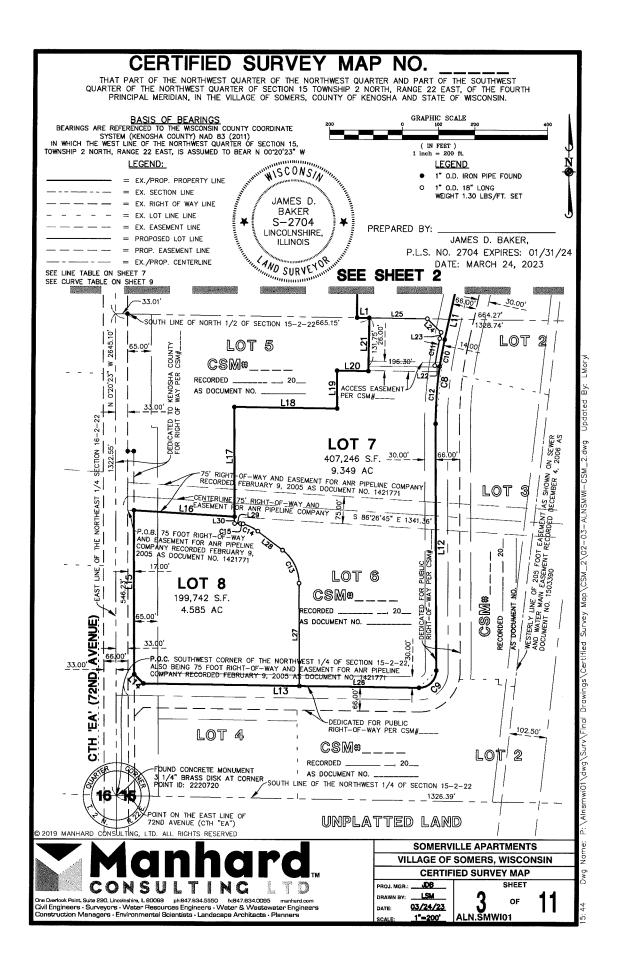
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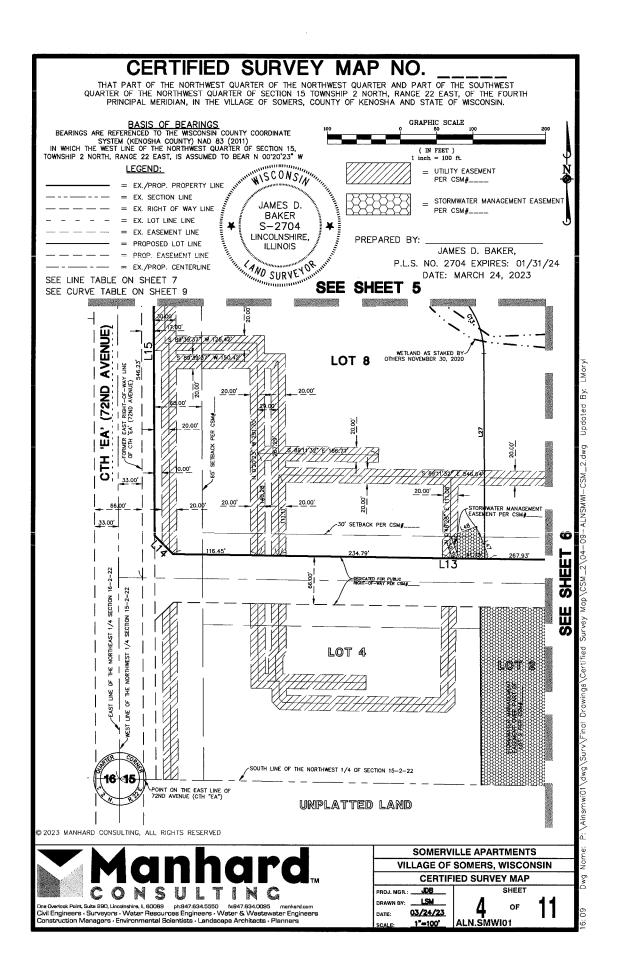
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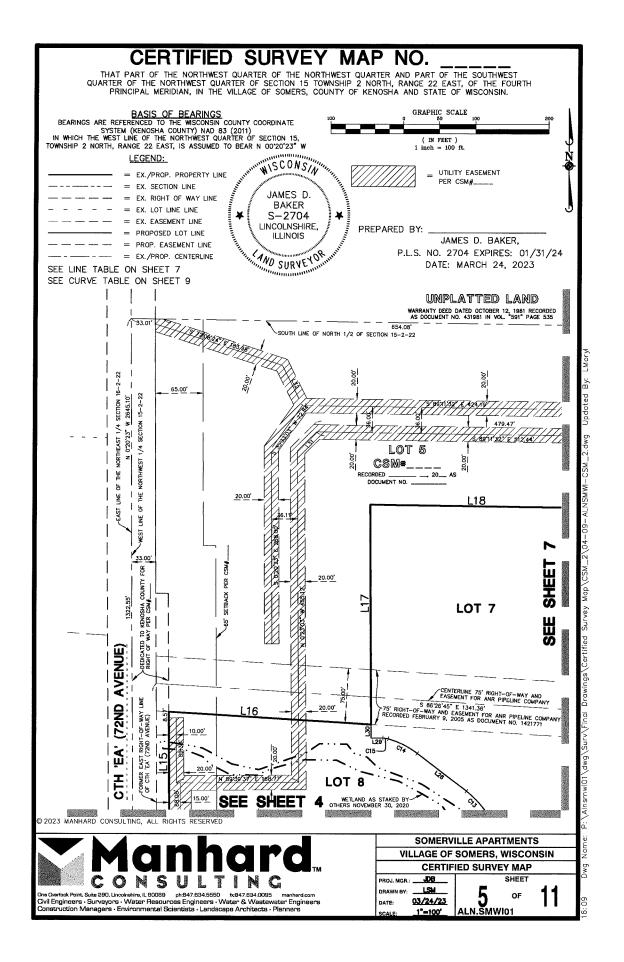
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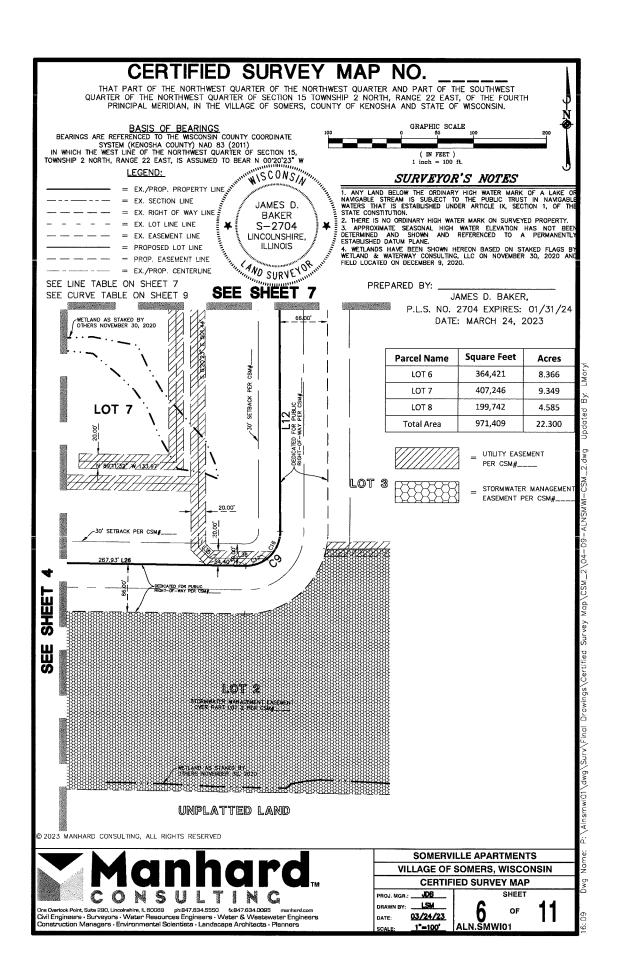


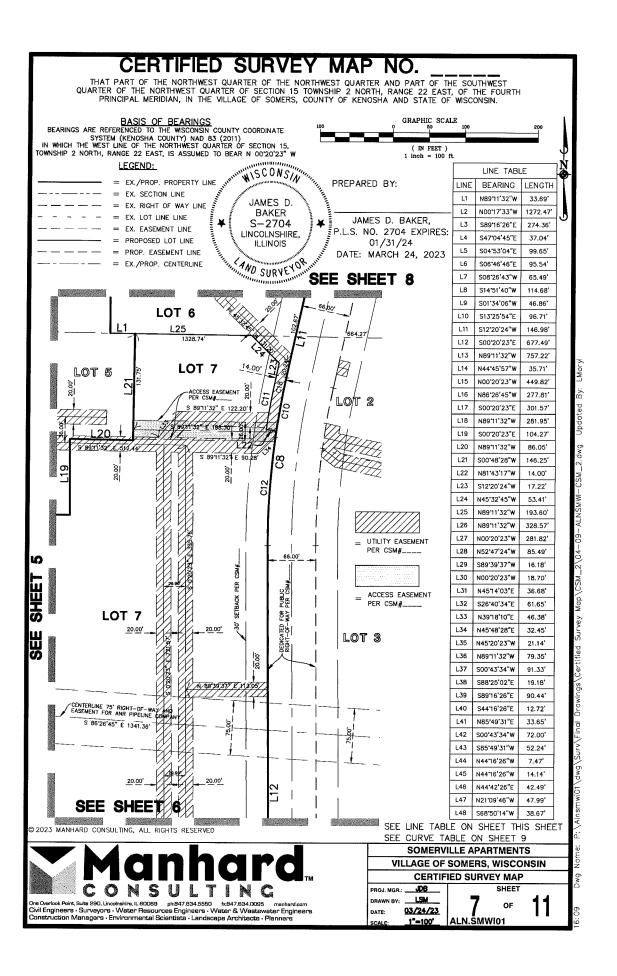


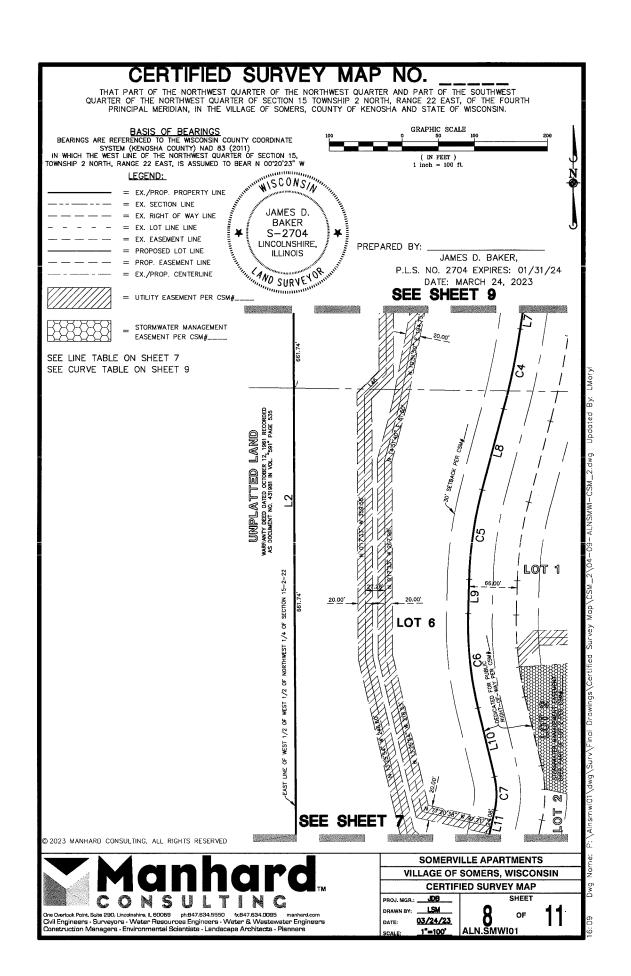


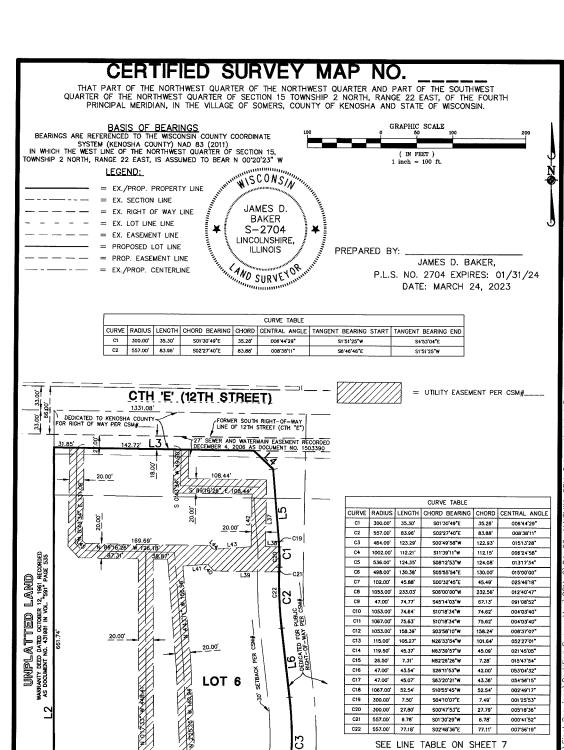












SEE LINE TABLE ON SHEET 7 SEE CURVE TABLE THIS SHEET

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SEE SHEET



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VILLAGE OF SOMERS, WISCONSIN

CERTIFIED SURVEY MAP

## CERTIFIED SURVEY MAP NO.

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

•	
OWNER'S CERTIFICATE	
MAPPED AS REPRESENTED ON THE PLAT. I (WE	ME) CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED AND ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY \$.236.10 OR \$.236.12 TO BE OR OBJECTION: VILLAGE OF SOMERS. WITNESS THE HAND AND SEAL OF SAID AND ADDRESS OF SOMERS. WITNESS THE HAND AND SEAL OF SAID AND ADDRESS OF SAID ADDRESS OF SAID AND ADDRESS OF SAID ADDRESS OF SAID ADDRESS OF SAID AND ADDRESS OF SAID AND ADDRESS OF SAID ADDRE
THIS, DAY OF, 2023	in the state of th
ON THIS DAY OF,	2023. JAMES D. BAKER
BY:	S-2704 F
TITLE:	PREPARED BY:
	JAMES D. BAKER,
NOTARY'S CERTIFICATE	DATE: MARCH 24, 2023
STATE OF) ) S.S.	
COUNTY OF	
I,, A	NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE
AFORESAID, DO HEREBY CERTIFY THAT	AND
WHOSE NAMES ARE SUBSCRIBED TO THE FO	SAID CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS DREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND BED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE R THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTORIAL SEAL, THI	S, DAY OF, 2023.
NOTARY PUBLIC	
VILLAGE OF SOMERS BOARD APPROVAL	
THIS CERTIFIED SURVEY MAP IS HEREBY APPR ACCEPTED ON THIS DAY OF	OVED BY THE VILLAGE BOARD OF THE VILLAGE OF SOMERS AND DEDICATION, 2023.
GEORGE STONER, VILLAGE PRESIDENT	MARY COLE, VILLAGE CLERK
VILLAGE OF SOMERS PLAN COMMISSION	APPROVAL
THIS CERTIFIED SURVEY MAP IS HEREBY SOMERS AND ADOPTED ON THIS DAY	APPROVED BY THE VILLAGE PLAN COMMISSION OF THE VILLAGE OF OF, 2023.
GEORGE STONER, VILLAGE PRESIDENT	MARY COLE, VILLAGE CLERK
VILLAGE TREASURER CERTIFICATE	
STATE OF WISCONSIN ) KENOSHA COUNTY )SS	
I,, BEING THE DULY ELECTED (AF HEREBY CERTIFY THAT THE RECORDS IN MY , 2023 AFFECTING THE	PPOINTED), QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF SOMERS, DO OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF LANDS INCLUDED IN THIS PLAT.
(DATE) TREASU © 2023 MANHARD CONSULTING, ALL RIGHTS RESERVED	RER



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SOMERVILLE APARTMENTS

VILLAGE OF SOMERS, WISCONSIN

CERTIFIED SURVEY MAP

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## CERTIFIED SURVEY MAP NO.

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
) S.S.
COUNTY OF LAKE)

I, JAMES D. BAKER, A WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED AND CONSOLIDATED A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 2 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT I HAVE MADE THIS SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF CARDINAL CAPITAL MANAGEMENT.

SUBJECT TO EASEMENTS, RESTRICTIONS AND ROADWAYS OF RECORD, SAID PARCEL CONTAINING 27.833 ACRES.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE CODE OF GENERAL ORDINANCES FOR THE VILLAGE OF SOMERS, DIVIDING AND MAPPING THE SAME.

DATED THIS 24TH DAY OF MARCH, 2023

SURVEYOR: JAMES D. BAKER
WISCONSIN PROFESSIONAL LAND SURVEYOR NO. 2704-8



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VILLAGE OF SOMERS, WISCONSIN
CERTIFIED SURVEY MAP

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## BOARD OF SUPERVISORS

## RESOLUTION NO.

Subject: Resolution to Approve the Form input in the development of Kenosha County					
Original 🗵 Corrected 🗖 2 <sup>nd</sup> Cor	rrection $\square$ Resubmitted $\square$				
Date Submitted: Nov. 9, 2023	Date Resubmitted:				
Submitted by:  Clement Abongwa					
Fiscal Note Attached $\square$	Legal Note Attached $\square$				
Prepared by: Clement Abongwa	Signature: Church Abmina				

WHEREAS, Kenosha County was awarded a \$300,000 Federal grant to develop a Comprehensive Safety Action Plan that would identify crash hotspots and propose mitigation measures to address and reduce fatal and injury crashes; and

WHEREAS, it is recommended to form a Focus Committee made up of various community members within Kenosha County to provide invaluable input on County highway safety in their respective communities; and

WHEREAS, the Focus Committee shall be tasked with identifying highway hotspots within their various communities in Kenosha County; and

WHEREAS, the County has gained consent from each member to participate in the said Focus Committee.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Supervisors approves the Formation of the Focus Committee, tasked with providing input in the Development of the Kenosha County Comprehensive Safety Action Plan.

## Respectfully Submitted:

## PUBLIC WORKS AND FACILITIES COMMITTEE

1, 1	Aye	Nay	Abstain	Excused
Mark Nordigian, Charperson				
Zach Stock, Vice Chairperson				
Supervisor Laura Belsky				
Ann fram	V		4.	
Supervisor Aaron Karow	and the second s			
Supervisor John O'Day		5	-	
Tem Store				
Supervisor Tim Stocker				
HUM TIME				
Supervisor Brian Thomas				

## FINANCE AND ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
Supervisor Terry Rose, Chair	X			
Supervisor Dave Geertsen, Vice-Chair	1			
Supervisor Brian Bashaw John Granco				
Supervisor Erin Decker				$\searrow$
Supervisor William Grady				
Supervisor John Poole	$\boxtimes$			
Supervisor Tim Stocker				

## Kenosha County Administrative Proposal Form

1. Proposal Overview	
Division: Highway Department: Public Works	
Proposal Summary (attach explanation and required documents):	
Resolution to Approve the Formation of a Focus Committee to provide	input in the
development of Kenosha County Comprehensive Safety Action Plan	
1	
Dept./Division Head Signature: Change Homen To	D / ///00/0000
	Date: 11/09/2023
Print Name: Clement √	
2. Department Head Review	
Comments:	
Recommendation: Approval Mon-Approval	
	/
Department Head Signature: July Bully Bully	Date: <u>//-/4-23</u>
Print Name: Shelly Billings lay	
3. Finance Division Review	
Comments:	
Recommendation: Approval Non-Approval	
$O_1 \cdot O_2$	
Finance Signature: Mrs Walton	Date: 11/14/23
Print Name:	
4. County Executive Review	
Comments:	
\	
Action: Approval Non-Approval	
Executive Signature: Samuella Samuella	Date: 11 20262
Drint None	Date. 11 /26/262
Print Name: Yeng Man	

DEPARTMENT HEAD:	DIVISION HEAD:	PREPARED RY:	SEE BACK OF FORM FO	COLUMN TOTALS (EX		State Revenue	REVENUES		Other Professional Services	DESCRIPTION EXPENSES	ACCOUNT		PURPOSE OF BUDGET	DEPT/DIVISION:	NENOSHA COUNTY
Date	ikeciok:	EDVANCE DIBECTOR	DE REQUIRED LEVELS OF VEGETIVOES SILVED	COLUMN TOTALS (EXP TOTAL + REV TOTAL)	REVENUE TOTALS	700 700 7000 447010	FUND DIVISION DIVISION ACCOUNT	EXPENSE TOTALS	700 700 7000 521900	FUND DIVISION DIVISION ACCOUNT	(2)		PURPOSE OF BUDGET MODIFICATION (REQUIRED):	Kenosha County Hwy Division	NENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM
COUNTY EXECUTIVE:	Comme of 11	ALTERNATION.	CET MODIEICATION	240,000.00 240,000.00	- 240,000.00		REVENUE REVENUE DECREASE (+) INCREASE (-)	240,000.00	0	EXPENSE EXPENSE INCREASE (+) DECREASE (-)	(3) (4)	THE CHANGE PROTECTED			ORA A
IVE:		126			-		ADOPTED BUDGET			ADOPTED BUDGET	(5)				
(8) Budget after requ (9) Balance available Date	(6) Current budget (original (7) Actual expenses to date	(5) & (4) Budget change requested (5) Original budget as adopted by t	(1) & (2) Account i	Please fill in all columns:	-		CURRENT BUDGET	,		CURRENT	(6)			BATCH#	DOCUMENT #
(8) Budget after requested modifications (9) Balance available after transfer (col 8 - col 7).  Date  Date	<ul><li>(6) Current budget (original budget w/past mods.)</li><li>(7) Actual expenses to date</li></ul>	(3) & (4) Budget change requested (5) Original budget as adopted by the board	(1) & (2) Account information as required	ımns:						ACTUAL EXPENSES	(7)				
s 8 - col 7).	ast mods.)	pard	-ed		-	 ,	REVISED BUDGET	240,000.00	 240,000	REVISED BUDGET	AFTER TRANSFER (8)		*	ENTRY DATE	G/L DATE
								240,000.00	 240,000	EXPENSE BAL AVAIL	(9)				

# KENOSHA COUNTY COMPREHENSIVE SAFETY ACTION PLAN

# **FOCUS COMMITTEE**

SN	NAME	PHONE NUMBER	TITLE	MUNICIPALITY	EMAIL ADDRESS	COMMENTS
1	Shelly Billingsley	(262) 857-1856	Public Works Director	Kenosha County	Shelly.Billingsley@kenoshacounty.org	Chair
2	Clement Abongwa	(262) 220-0805	Director of Highways	Kenosha County	Clement. Abongwa@kenoshacounty.org	
е	Kwame Amegashitsi	(262) 455-1097	Senior Transportation Engineer	Kenosha County	Kwame.Amegashitsi@kenoshacounty.org	
4	Andy Buehler	(262) 857-1892	Director of Planning and Development	Kenosha County	Andy.Buehler@kenoshacounty.org	Vice Chair
2	Joe Potente	(262) 818-1414	Communication Manager	Kenosha County	Joe.Potente@kenoshacountywi.gov	Secretary
9	Sheriff David Zoerner	(262) 605-5101	Sheriff	Kenosha County	David.Zoerner@kenoshacounty.org	
7	Brian Cater	(262) 653-4156	Director of Public Works	City of Kenosha	bcater@kenosha.org	
∞	Brian Wilke	(262) 653-4049	Development Coordinator	City of Kenosha	bwilke@kenosha.org	
6	Jean Werbie-Harris	(262) 925-6717	Community Development Director	Village of Pleasant Prairie	iwerbie@pleasantprairiewi.gov	
10	Matt Fineour	(262) 925-6778	Executive Director of Infrastructure Management	Village of Pleasant Prairie	mfineour@pleasantprairiewi.gov	
11	Bradly H. Zautche	(262) 862-2371	Director of Public Works	Village of Salem Lakes	BZautcke@voslwi.org	
12	Tim Popanda	(262)843-2713	Village Administrator	Village of Paddock Lake	tpopanda@paddocklake.net	
13	Randall Kerkman	(262) 857-2368	Administrator	Village of Bristol	admin@villageofbristol.org	
14	Howard Skinner	(262) 877-2858	Village President	Village of Twin Lakes	hskinner@twinlakeswi.gov	
15	Laura Roesslein	(262) 877-2858	Village Administrator	Village of Twin Lakes	villageadmin@twinlakeswi.gov	
16	George Stoner	(262) 859-2822	President	Village of Somers	gstoner@somers.org	
17	Jason Peters	(262) 859-2822	Administrator	Village / Town of Somers	ipeters@somers.org	
18	Susan Crane	(414) 333-8843	Chairwoman	Town of Brighton	chairperson@brightonwi.org	
19	John Holloway	(262) 859-3006	Chairman	Town of Paris	John.Holloway@townofparis.org	
20	Brett Butler	(262) 537-4340	Chairman	Town of Wheatland	b.butler@tn.wheatland.wi.gov	
21	Paula Soderman	(262) 539-5467	Chairperson	Town of Randall	Paulasodermantownmail@gmail.com	



## BOARD OF SUPERVISORS

RESOLUTION NO.\_\_\_\_

Subject: Reso Compensation	olution to approve Kenosha County's	s intent and agreement to self-i	nsure for Worker's		
Original X	Corrected	2nd Correction □	Resubmitted		
Date Submitted	d: 12/5/2023	Date Resubmitted:			
Submitted By:	Finance/Administration Committee				
Fiscal Note Att	tached	Legal Note Attached			
Prepared By:	Clara-lin Tappa, Director Division of Human Resources	Signature: Au L	Tapp		
WHEREAS,	the County of Kenosha is a quali and	fied political subdivision of the	State of Wisconsin;		
WHEREAS,	sation Act (Act) provides that entity with worker's compensation consin, or be exempted (self-industry) by assume the responsibility found	on insurance carriers sured) from insuring			
WHEREAS,	HEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Developme (Department) if they agree to report faithfully all compensable injuries and agree comply with the Act and rules of the Department; and				
WHEREAS,	the Finance and Administration insured worker's compensation pr	Committee approves the conti	nuation of the self-		

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors does ordain as follows: Provide for the continuation of a self-insured worker's compensation program that is currently in effect; and authorize the Director of Human Resources to forward certified copies of this resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Development.

# Resolution – Reauthorization of Worker's Compensation Self-Insurance Page 2

Approved by:

FINANCE/ADMINISTRATION COMMITTEE	Aye	<u>No</u>	Abstain	Excused
Terry Rose, Chairman	X			
Dave Geertsen, Vice Chair	#			
John Poole	×			
Erin Decker				X
Tim Stocker				
John Franco	₽ /			
William Grady				

# Kenosha County Administrative Proposal Form

1. Proposal Overview	
Division: Human Resources Department: Administration	
Proposal Summary (attach explanation and required documents):	
Kenosha County self-insures its Worker's Compensation coverage. Ex- County must renew its commitment to self-insure Worker's Compensation communicate that commitment to the State of Wisconsin Department of Development. Self-insuring Worker's Compensation has been an effect managing the cost assocated with work-related injuries and is an adva- alternative to premium based insurance coverage. Continuing the self- recommended by the attached resolution.	tion and of Workforce ctive tool in ntageous
Dept./Division Head Signature:	Date: 11/16/23
2. Department Head Review	
Comments:	
Recommendation: Approval Non-Approval	
Department Head Signature:	Date:
3. Finance Division Review	
Comments:	
	i
Recommendation: Approval Non-Approval	
Finance Signature: Satricia Merrill	Date: 11/16/23
4. County Executive Review	
Comments:	
Action: Approval Non-Approval	
	1
Executive Signature:	Date: (1/7/2023
Scenaralla Volvina	

## DISTRIBUTION

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



## **MEMORANDUM**

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 12/05/2023

**SUBJECT:** Resolution to approve Kenosha County's intent and agreement to self-insure for Worker's Compensation

**COMMITTEE:** Finance/Administration

SUBMITTED BY: Clara-lin Tappa, Director of Human Resources

RESOLUTION TO BE PRESENTED AT Finance/Administration COMMITTEE ON 12/14/2023

**ADDITIONAL INFORMATION (optional):** 

## KENOSHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO.	
----------------	--

Subject: A Resolution to Adopt the 2023-2028 Kenosha County Hazard Mitigation Plan			Plan	
Original	Corrected	2nd Correction □	Resubmitted	
Date Submitted: January 16, 2024		Date Resubmitted:		
Submitted By: Judiciary & Law Enforcement				
Committee				
Fiscal Note Attached □		Legal Note Attached		
Prepared By: Sgt. Christopher Hannah, Director of		Signature:		
Emergency Management		Signature:	#236	

WHEREAS, Kenosha County Sheriff's Department Division of Emergency Management executed an agreement with the Southeastern Wisconsin Regional Planning Commission in early 2021 to update the countywide hazard mitigation plan leading to the recommendations for reducing natural hazards impacting Kenosha County, and

WHEREAS, such plan has been completed under a cooperative effort of the Kenosha County Sheriff's Department Division of Emergency Management and the Southeastern Wisconsin Regional Planning Commission under the guidance of the Kenosha County Hazard Mitigation Plan Local Planning Team, and

WHEREAS, Kenosha County believes that the plan is a valuable guide to the means for reducing the impact of natural hazards that could potentially impact Kenosha County, and that the adoption of such plan by the Kenosha County Board of Supervisors and municipal local Boards, will assure a common understanding by the local governments, and

WHEREAS, the preparation and adoption of the hazard mitigation plan is a requirement for maintaining eligibility for certain hazard mitigation and disaster grant programs funded by the Federal Emergency Management Agency and administered by the State of Wisconsin Department of Military Affairs, Division of Emergency Management, and

WHEREAS, this resolution required no budget modification,

NOW THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby adopts the Kenosha County Hazard Mitigation Plan as set forth in SEWRPC Community Assistance Planning Report No. 278, 4<sup>th</sup> edition Kenosha County Hazard Mitigation Plan Update 2023-2028, and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors directs the Kenosha County Sheriff's Department Division of Emergency Management to take the necessary steps to provide copies of the Kenosha County Hazard Mitigation Plan to all of the general-purpose local units of government in the County for consideration and adoption, and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors directs the County Clerk to transmit a certified copy of the resolution to the Southeastern Wisconsin Regional Planning Commission.

Submitted By: Judiciary & Law Enforcement  Committee  Fiscal Note Attached □  Prepared By: Sgt. Christopher Hannah, Director of  Signature:	Original □ Corrected □	2nd Correction □	Resubmitted	
Committee  Fiscal Note Attached □  Legal Note Attached □	Date Submitted: January 16, 2024	Date Resubmitted:		
Fiscal Note Attached □ Legal Note Attached □	Submitted By: Judiciary & Law Enforcement			
Fiscal Note Attached ☐ Legal Note Attached ☐  Prepared By: Sgt. Christopher Hannah, Director of Emergency Management  Legal Note Attached ☐  Signature:	Committee			
Prepared By: Sgt. Christopher Hannah, Director of Emergency Management  Signature:  Signature:	Fiscal Note Attached □	Legal Note Attached		
	Prepared By: Sgt. Christopher Hannah, Director of Emergency Management  Signature: 567 (3-4723)			
Respectfully submitted,	Dagnastful	ller and mittad		

## Judiciary & Law Enforcement Committee

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
Brian Bashaw, Chair				
Zach Rodriguez, Vice Chair				
Erin Decker				
Mark Nordigian				
Laura Belsky				
John Franco				
Jeff Wamboldt				



## **MEMORANDUM**

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

**COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 11/07/2023** 

**SUBJECT**: A Resolution Recognizing January 2024 as "Human Trafficking and Modern Slavery Prevention Month"

**COMMITTEE:** Choose a Committee

**SUBMITTED BY: Vice Chair Decker** 

**RESOLUTION TO BE PRESENTED AT** Choose a Committee **COMMITTEE ON** Click here to enter a date.

**ADDITIONAL INFORMATION (optional):** 



# KENOSHA COUNTY

## **BOARD OF SUPERVISORS**

Resolution	No.	

Subject:  A Resolution Recognizing January 2024 as  "Human Trafficking and Modern Slavery Prevention Month"				
Original [X] Revised [] 2nd (	Correction [ ] Resubmitted [ ]			
Date Submitted:	Date Resubmitted:			
Submitted by: Vice Chair Decker, Supervisors Belsky, Wamboldt, Nedweski, Poole, and Rodriguez				
Fiscal Note Attached [ ]	[ ] Legal Note Attached			
Prepared by: Vice Chair Decker, Annette Howze, Karyn van Heijningen, and Ron Rogers	Signature:			

WHEREAS, the United States was founded on the principles that all people are born with the unalienable rights to freedom and liberty and these are fundamental principles of our country; and

WHEREAS, human trafficking is a form of modern slavery and victims of human trafficking are subjected to force, fraud, or coercion for the purpose of commercial sex exploitation and/or forced labor; and

WHEREAS, human trafficking is one of the fastest-growing crimes in the world, second only to drug trafficking as the most profitable form of crime, according to the U.S. Department of State; and

WHEREAS, human trafficking is a \$150 billion criminal industry with an estimated 25 million victims around the world of which, two million victims could be in the United States; and

WHEREAS, the victims and survivors of human trafficking are citizens and immigrants, men, women, and children; and it is not limited by age, gender, ethnicity, or socioeconomic background; and

WHEREAS, human trafficking requires a coordinated, community-wide response, in 2015, Kenosha County formed the Kenosha Coalition Against Human Trafficking to comprehensively address human trafficking; and

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors does recognize January 2024 as "National Trafficking and Modern Slavery Prevention Month" in Kenosha County; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors wishes to raise awareness of, and opposition to, human trafficking and modern slavery; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors commends all work by volunteers, businesses, organizations and the Kenosha Coalition Against Human Trafficking for their important contributions to this commitment to end human trafficking; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors stands in full support of those victims still being trafficked and who have yet to leave, heal and recover; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors recognizes survivors of trafficking and commends their resilience and their work to rebuild their lives; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors encourages residents to use this month as an opportunity to educate themselves about the prevalence of human trafficking and modern day slavery in Kenosha County and calls on all Kenosha residents to recognize the vital role we can play in ending all forms of human trafficking.

Erin Decker	Laura Belsky
Jeff Wamboldt	Amanda Nedweski
John Poole	Zach Rodriguez



# **MEMORANDUM**

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

**COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 11/21/2023** 

SUBJECT: A Resolution Recognizing February 2024 as "Black History Month"

**COMMITTEE:** Choose a Committee

SUBMITTED BY: Vice Chair Decker, Supervisors Nedweski and Rodriguez

**RESOLUTION TO BE PRESENTED AT** Choose a Committee **COMMITTEE ON** Click here to enter a date.

**ADDITIONAL INFORMATION (optional):** 



# KENOSHA COUNTY

### **BOARD OF SUPERVISORS**

Resol	lution	No.	

A Resolution Recognizing February 2024 as "Black History Month"			
Original [ x ] Revised [ ]	2nd Correction [ ] Resubmitted [ ]		
Date Submitted: 11/15/2023	Date Resubmitted:		
Submitted by: Vice Chair Decker, Supervisor Nedweski, and Supervisor Rodriguez			
Fiscal Note Attached [ ]	Legal Note Attached [ ] Agreement		
Prepared by: Vice Chair Decker, Kelsey Hul Joe Potente	peler, Signature:		

WHEREAS, the origin of Black History Month began in 1915 by historian and author Dr. Carter G. Woodson; through the organization known as Association for the Study of African American Life and History (ASALH) a designated week in February was chosen to celebrate and honor Black Americans; and

WHEREAS, in 1986 Congress designated February as Black History Month; February was identified as it includes the birthdays of Abraham Lincoln and Frederick Douglas, key figures for Black Americans in US History; and

WHEREAS, Black and African Americans have made innumerable contributions that have enriched American culture and we celebrate their achievements that have shaped our community and country and honor those who fought for freedom, civil rights, and overcoming racial injustices; and

WHEREAS, the central role of Black and African Americans throughout our society including their major influences in the medical, scientific, military, artistic, and economic sectors and communities continue to be critical to our success; and

WHEREAS, the reflection of US History and the contributions of Black and African Americans should be intentional, by uplifting the community and working together to ensure everyone has equal opportunity in Kenosha County;

**NOW THEREFORE BE IT RESOLVED,** the Kenosha County Board of Supervisors proclaims February 2024 as Black History Month to commemorate the tremendous contributions of Black and African Americans, and extends appreciation to the Black community for its contributions throughout Kenosha County, the state of Wisconsin, and the United States; and

**BE IT FURTHER RESOLVED** that the Kenosha County Board of Supervisors encourages members of the public to join in celebrating Black History Month by supporting our Black neighbors and colleagues throughout our community and in business.

Erin Decker	Amanda Nedweski



### BOARD OF SUPERVISORS

ORDINANCE	NO.	

Original□       Corrected □       2nd Correction □       Resubmitted           Date Submitted:       January 16, 2024       Date Resubmitted:         Submitted By:       Planning Development &	Subject: Christopher and Jennifer Eck Join 53168 (Owner), Martin and Mary Gust Rev. (Owner), requesting a rezoning from A-1 A Agricultural Dist. & C-1 Lowland Resource Co. Dist., C-2 Upland Resource Conservancy Dist. on Tax Parcels #30-4-220-283-0420 & #30-4-2228, T2N, R20E, Town of Brighton.	<b>Trust, 27311 Town Rd.</b> , Salem, WI 53168 gricultural Preservation Dist., A-2 General onservancy Dist. to A-2 General Agricultural & C-1 Lowland Resource Conservancy Dist.
	Original Corrected C	2nd Correction □ Resubmitted □
Submitted By: Planning Development &	Date Submitted: January 16, 2024	Date Resubmitted:
Extension Education Committee	• • •	
Fiscal Note Attached  Legal Note Attached  Legal Note Attached	Fiscal Note Attached	Legal Note Attached
Prepared By: Andy M. Buehler, Director Division of Planning & Development  Signature:  Oocusigned by:  Off M Lueller  5E5F88199951407	1 ,	Oledy M. Dueller

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

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

That the zoning of Tax Parcels #30-4-220-283-0420 & #30-4-220-283-0430, located in the SW <sup>1</sup>/<sub>4</sub> of Section 28, T2N, R20E, Town of **Brighton**, be changed as follows:

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

Christopher and Jennifer Eck Joint Rev. Trust (Owner), Martin and Mary Gust Rev. Trust (Owner) – Rezoning Page 2

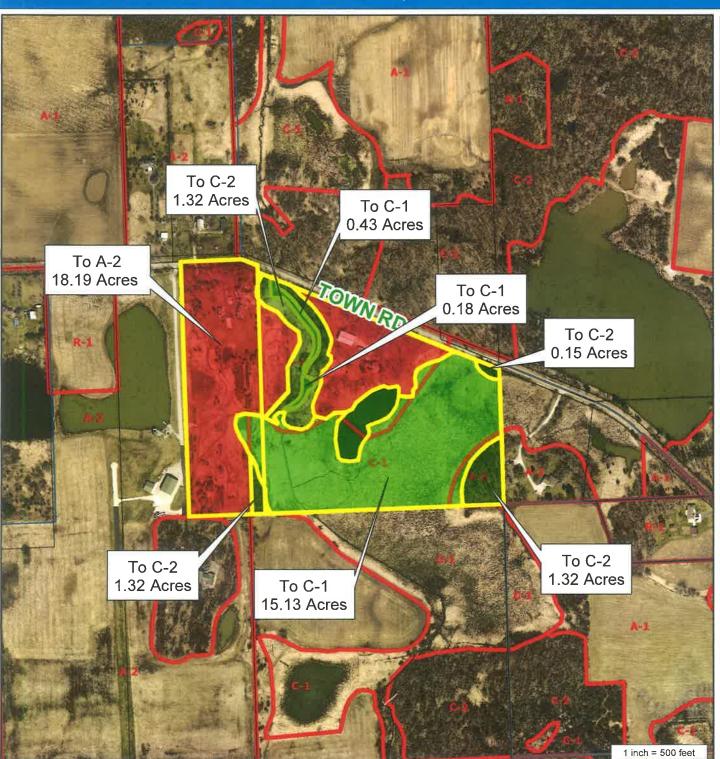
Approved by:

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

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

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	Aye	<u>No</u>	Abstain	Excused
Aaron Karow, Chair	d			
Daniel Gaschke, Vice Chair				Z
Brian Bashaw	5 A			
John Franco	Ø			
Edward DKubil	i.			

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### REZONING SITE MAP

### PETITIONER(S):

Christopher and Jennifer Eck Joint Rev. Trust (Owner) & Martin and Mary Gust Rev. Trust (Owner)

LOCATION:

SW 1/4 of Section 28

Town of Brighton

TAX PARCEL(S):#30-4-220-283-0420 & #30-4-220-283-0430

#### REQUEST:

Requesting a rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist.







### **BOARD OF SUPERVISORS**

ORDINANCE	NO.	

Subject: <b>Benedict Shores LLC</b> , 40723 93 <sup>rd</sup> Banas, 40723 93 <sup>rd</sup> St., Genoa City, WI 5312 Neighborhood Business Dist. to R-2 Suburban 4-119-192-1210, located in the NW ¼ of Section	28 (Agent), requesting a <b>rezoning</b> from B-1 Single-Family Residential on Tax Parcel #60-
Original Corrected	2nd Correction □ Resubmitted □
Date Submitted: January 16, 2024	Date Resubmitted:
Submitted By: Planning Development & Extension Education Committee	
Fiscal Note Attached	Legal Note Attached
Prepared By: Andy M. Buehler, Director Division of Planning & Development	Signature DocuSigned by:  Chely M. Liveller

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

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

That the zoning of Tax Parcel #60-4-119-192-1210, located in the NW ¼ of Section 19, T1N, R19E, Town of **Randall**, be changed as follows:

from B-1 Neighborhood Business Dist. to R-2 Suburban Single-Family Residential

Benedict Shores LLC (Owner) David Banas (Agent)

Benedict Shores LLC (Owner), Dav Page 2	vid Banas (Agent) - Rezoning				
<b>Description:</b> See Exhibit #1 (attack	hed).				
This description is intended to exter	nd to the center of all roads.				
	Approved by: PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
	Aaron Karow, Chair				
	Daniel Gaschke, Vice Chair				
	Brian Bashaw				
	John Franco				
	Ed Kubicki				

 $G: \label{local-condition} G: \label{local-condition} INANCES \center{local-condition} Ordinances \center{local-condition} 12-2023 \ Henderson \ REZO. doc$ 



### BOARD OF SUPERVISORS

ORDINANCE	NO.	

Original□       Corrected □       2nd Correction □       Resubmitted           Date Submitted:       January 16, 2024       Date Resubmitted:         Submitted By:       Planning Development &	Subject: Christopher and Jennifer Eck Join 53168 (Owner), Martin and Mary Gust Rev. (Owner), requesting a rezoning from A-1 A Agricultural Dist. & C-1 Lowland Resource Co. Dist., C-2 Upland Resource Conservancy Dist. on Tax Parcels #30-4-220-283-0420 & #30-4-2228, T2N, R20E, Town of Brighton.	<b>Trust, 27311 Town Rd.</b> , Salem, WI 53168 gricultural Preservation Dist., A-2 General onservancy Dist. to A-2 General Agricultural & C-1 Lowland Resource Conservancy Dist.
	Original Corrected C	2nd Correction □ Resubmitted □
Submitted By: Planning Development &	Date Submitted: January 16, 2024	Date Resubmitted:
Extension Education Committee	• • •	
Fiscal Note Attached  Legal Note Attached  Legal Note Attached	Fiscal Note Attached	Legal Note Attached
Prepared By: Andy M. Buehler, Director Division of Planning & Development  Signature:  Oocusigned by:  Off M Lueller  5E5F88199951407	1 ,	Obely M. Dueller

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That the zoning of Tax Parcels #30-4-220-283-0420 & #30-4-220-283-0430, located in the SW <sup>1</sup>/<sub>4</sub> of Section 28, T2N, R20E, Town of **Brighton**, be changed as follows:

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

Christopher and Jennifer Eck Joint Rev. Trust (Owner), Martin and Mary Gust Rev. Trust (Owner) – Rezoning Page 2

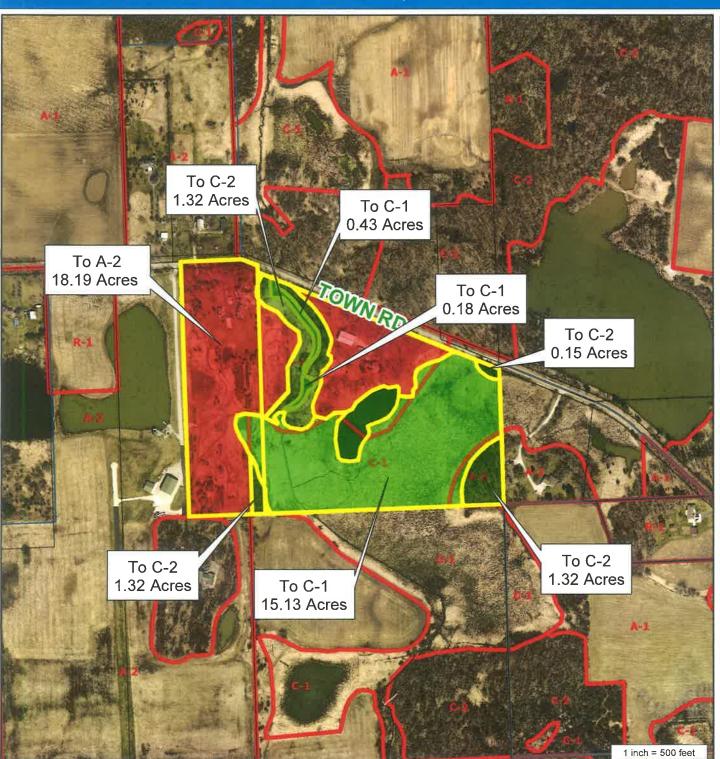
Approved by:

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

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

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	Aye	<u>No</u>	Abstain	Excused
Aaron Karow, Chair	d			
Daniel Gaschke, Vice Chair				Z
Brian Bashaw	5 A			
John Franco	Ø			
Edward DKubil	i.			

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### REZONING SITE MAP

### PETITIONER(S):

Christopher and Jennifer Eck Joint Rev. Trust (Owner) & Martin and Mary Gust Rev. Trust (Owner)

LOCATION:

SW 1/4 of Section 28

Town of Brighton

TAX PARCEL(S):#30-4-220-283-0420 & #30-4-220-283-0430

#### REQUEST:

Requesting a rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. to A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist.







### **BOARD OF SUPERVISORS**

ORDINANCE	NO.	

Subject: <b>Benedict Shores LLC</b> , 40723 93 <sup>rd</sup> Banas, 40723 93 <sup>rd</sup> St., Genoa City, WI 5312 Neighborhood Business Dist. to R-2 Suburban 4-119-192-1210, located in the NW ¼ of Section	28 (Agent), requesting a <b>rezoning</b> from B-1 Single-Family Residential on Tax Parcel #60-
Original Corrected	2nd Correction □ Resubmitted □
Date Submitted: January 16, 2024	Date Resubmitted:
Submitted By: Planning Development & Extension Education Committee	
Fiscal Note Attached	Legal Note Attached
Prepared By: Andy M. Buehler, Director Division of Planning & Development	Signature DocuSigned by:  Chely M. Liveller

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

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

That the zoning of Tax Parcel #60-4-119-192-1210, located in the NW ¼ of Section 19, T1N, R19E, Town of **Randall**, be changed as follows:

from B-1 Neighborhood Business Dist. to R-2 Suburban Single-Family Residential

Benedict Shores LLC (Owner) David Banas (Agent)

Benedict Shores LLC (Owner), Dav Page 2	id Banas (Agent) - Rezoning				
<b>Description:</b> See Exhibit #1 (attach	ned).				
This description is intended to exten	d to the center of all roads.				
	Approved by:  PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	Excused
	Aaron Karow, Chair				
	Daniel Gaschke, Vice Chair				
	Brian Bashaw				
	John Franco				
	Ed Kubicki				

 $G: \label{local-condition} G: \label{local-condition} ANCES \center{local-condition} Ordinances \center{local-condition} 12-2023 \ Henderson \ REZO. doc$ 

Kenosha



# **MEMORANDUM**

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 01/16/2024

SUBJECT: Fundraiser for the K-9 Unit

**SUBMITTED BY: Captain of Administration Tony Gonzalez** 

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

**ADDITIONAL INFORMATION (optional):** KSD would like to accept donations from members of our community and any who would like to assist in supporting K-9 mission readiness. KSD would accept cash donations at the Public Safety Building and community events along with electronic donations via an online portal established with the assistance of Kenosha County IT.



# **MEMORANDUM**

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 01/16/2024

**SUBJECT**: 2024 WI OJA Multi-Jurisdiction Drug Task Force Grant – South East Area Drug Operations Group (S.E.A.D.O.G.)

**SUBMITTED BY: Captain of Operations Eric Klinkhammer** 

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

**ADDITIONAL INFORMATION (optional):** 

Kenosha



# **MEMORANDUM**

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 01/16/2024

**SUBJECT**: Resolution to modify the Division of Aging, Disability and Behavioral Health Services 2024 Budget for a grant: "Every Court is a Treatment Court" initiative.

SUBMITTED BY: Kari Foss, Director of Aging, Disability and Behavioral Health Services

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

**ADDITIONAL INFORMATION (optional):** To be referred to Human Services Committee and Finance/Administration Committee



# 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 <u>February 14, 2024</u> 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. William and Diane Fliess Rev. Trust, 2515 200<sup>th</sup> Ave., Union Grove, WI 53182 (Owner), William Fliess, 2515 200<sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" to "Farmland Protection" & "General Agricultural and Open Land" on Tax Parcel #45-4-221-162-0301, located in the NW ¼ of Section 16, T2N, R21E, Town of Paris.
- William and Diane Fliess Rev. Trust, 2515 200<sup>th</sup> Ave., Union Grove, WI 53182 (Owner), William Fliess, 2515 200<sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requesting a rezoning from A-1 Agricultural Preservation Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., C-1 Lowland Resource Conservancy Dist. & PUD Planned Unit Development Overlay Dist. on Tax Parcel #45-4-221-162-0301, located in the NW ¼ of Section 16, T2N, R21E, Town of Paris.
- 3. **William and Diane Fliess Rev. Trust**, 2515 200<sup>th</sup> Ave., Union Grove, WI 53182 (Owner), William Fliess, 2515 200<sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requesting a **Certified Survey Map** on Tax Parcel #45-4-221-162-0301, located in the NW ¼ of Section 16, T2N, R21E, Town of **Paris**.
- 4. Markquart Burlington LLC, 1844 Commercial Blvd, Chippewa Falls, WI 54729 (Owner), Eric Dennis, 5712 392<sup>nd</sup> Ave, Burlington, WI 53105 (Agent), requesting a Conditional Use Permit to construct a propane tank and dispenser in the B-3 Highway Business Dist. on Tax Parcel #95-4-219-314-0640 located in the SE ¼ of Section 31, T2N, R19E, Town of Wheatland.
- 5. Irving One, LLC, 1222 N Grant Ave, Odessa, TX 79761; Diedrich Family Farm LLC, 2000 Richmond Road, Twin Lakes, WI 53181; Russell Brothers, LLC, 11909 Richmond Road, Twin Lakes, WI 53181 (Owners), Country Thunder Music Festivals, 730 Gallatin Pike N, Madison, TN 37115 (Agent), requesting a Conditional Use Permit for a country music festival (July 18 21, 2024) with an assembly over 5,000 people on the following Tax Parcels: #60-4-119-304-0405 (Irving One, LLC), #60-4-119-304-0100 (Diedrich Family Farm LLC) & part of #60-4-119-311-0200 (Russell Brothers LLC) located in the S 1/2 of Section 30 & the N 1/2 of Section 31, T1N, R19E, Town of Randall.
- 6. Review And Possible Approval Revised Land Use Fees Schedule

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

Sincerely,

--- DocuSigned by:

\_\_\_\_5E5F88199951407...

ANDY M. BUEHLER, Director Division of Planning & Development

AMB:BF:aw



# **MEMORANDUM**

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 01/16/2024

**SUBJECT**: A Resolution Protecting Children from Materials Containing Adult Content in Taxpayer Funded Libraries in Kenosha County

**COMMITTEE:** Choose a Committee

**SUBMITTED BY: Supervisor Stocker** 

**RESOLUTION TO BE PRESENTED AT** Choose a Committee **COMMITTEE ON** Click here to enter a date.

**ADDITIONAL INFORMATION (optional):** 



# **KENOSHA COUNTY**

#### BOARD OF SUPERVISORS

<b>Resolution N</b>	o.
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Subject:  A Resolution Protecting Children from Materials Containing Adult Content in Taxpayer Funded Libraries in Kenosha County				
Original [ x ]	Revised [ ]	2nd Correction [ ]	Resubmitted [ ]	
Date Submitted:		Date Resubmitted:		
Submitted by: Supervisor Tim Stocker, Erin Decker, John Poole				
Fiscal Note Attached [	1	Legal Note Attached [ ] A	greement	
Prepared by: Supervisor Tim Stocker Signature:				

WHEREAS the definition of the word "pornographic" been changed in a way that allows material previously labeled as pornographic to now be accepted a nonpornographic; and

WHEREAS libraries located in Kenosha County do not provide a <u>secure</u> section for materials containing adult content including obscene language, descriptions of sex acts, pictures of sex acts, etc.; and

WHEREAS current library policy does not require parental permission for an underage child to check out materials containing adult content; and

WHEREAS current library administration takes no responsibility in protecting the children of our community from materials containing adult content; and

WHEREAS many covers and titles of these material materials containing adult content make it difficult for parents to become aware of the adult material inside; and

WHEREAS many citizens in Kenosha County prefer underage children not be exposed to materials containing adult content without parental authorization; and

WHEREAS unauthorized exposure to said materials containing adult content has the potential to lead to lawsuits;

NOW THEREFORE BE IT RESOLVED that the Kenosha County Board of Supervisors respectfully requests that all taxpayer funded libraries in Kenosha County create a safe environment for our children by creating a <u>secure</u> <u>adult only</u> section for materials containing adult content within the next six months.

Tim	Stocker		

Erin Decker	
John Poole	



### **MEMORANDUM**

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 01/16/2024

**SUBJECT:** A Resolution to Create a Risk Assessment and Management Practices for Kenosha County

**COMMITTEE:** Choose a Committee

**SUBMITTED BY:** Supervisor Thomas

**RESOLUTION TO BE PRESENTED AT** Choose a Committee **COMMITTEE ON** Click here to enter a date.

**ADDITIONAL INFORMATION (optional):** 



# KENOSHA COUNTY BOARD OF SUPERVISORS

Reso.	lution	No.	

Subject:				
A Resolution To Create A Risk Assessment and Management Practices for Kenosha County				
Original [x] Resubmitted []	Corrected [ ]	2nd Correction [ ]		
Date Submitted: 11/27/2	023	Date Resubmitted:		
Submitted by: Superviso	r Brian Thomas			
Fiscal Note Attached [ ]		Legal Note Attached [ ] Agreement		
Prepared by: Supervisor I	Brian Thomas	Signature:		

**WHEREAS**, Kenosha County highest priority is public safety for County Citizens and visitors is all aspects that are managed by the County; and

**WHEREAS**, Kenosha County actively seeks to evaluate and implement best practices to ensure public safety and minimize risk; and

**NOW, THEREFORE BE IT RESOLVED**, that the County will coordinate all Department Heads, County Board, Sheriff's Department, Executive's Office, Liability Insurance Carrier and Qualified Citizens for a Committee that identifies and determines Risks and Hazards within buildings, parks, County owned property, County managed property, employee practices, practices by third working or doing work for the County; and

**BE IT FURTHER RESOLVED**, that the Committee will define best practices to address each identified risk and hazard to minimize the risk and hazard to County employees, Citizens and Visitors; and

**BE IT FURTHER RESOLVED**, the County review all Ordinances and Resolution to ensure they are all being followed to prevent and minimize injuries, risks and hazards to employees, citizens and visitors; and

**BE IT FURTHER RESOLVED**, the County needs to determine the level of acceptable risk for each identified risk and hazard; and

BE IT FURTHER RESOLVED, that County future operating budgets should reflect on the	he
need Risk Management position to determine if it best serves Kenosha County Employees, Citizens and Visitors.	,

Supervisor Brian Thomas



# **MEMORANDUM**

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 01/16/2024

**SUBJECT:** A Resolution Modifying the Racial and Ethnic Equity Commission of Kenosha County

**COMMITTEE:** Choose a Committee

**SUBMITTED BY:** Supervisor Gentz

**RESOLUTION TO BE PRESENTED AT** Choose a Committee **COMMITTEE ON** Click here to enter a date.

**ADDITIONAL INFORMATION (optional):** 



# KENOSHA COUNTY BOARD OF SUPERVISORS

Resol	lution l	No.	

Subject:					
A Resolution Modifying the Racial and Ethnic Equity Commission of Kenosha County					
Original [x] Corrected [] Resubmitted []	2nd Correction [ ]				
Date Submitted:	Date Resubmitted:				
Submitted by: Supervisor Gentz					
Fiscal Note Attached [ ]	Legal Note Attached [ ] Agreement				
Prepared by: Supervisor Jeffrey Gentz	Signature:				

WHEREAS, Kenosha County is committed to a shared vision of increased prosperity and improved wellbeing for all Kenosha County Residents; and

WHEREAS, racial inequity and injustice that impacts any resident of Kenosha County is a threat to the well-being of all Kenosha County residents; and

WHEREAS, trust between the residents of Kenosha County and all those elected, appointed and hired to serve in Kenosha County government is essential to our society; and

WHEREAS, citizens expect law enforcement officers to serve the public and conduct themselves with the highest standards of civility, fairness, and honor toward citizens, while maintaining respect for the rule of law; and

WHEREAS, citizens deserve equitable access to county services; and

WHEREAS, the Racial and Ethnic Equity Commission (the "REEC") was established by the Kenosha County Board of Supervisors to address issues of racial inequity and injustice in relation to access to county services; and

WHEREAS, the REEC as established was made up of nine (9) commissioners, seven (7) of which were to be appointed by the County Executive and two (2) of which were to be County Board Supervisors appointed by the Chair of the County Board; and

WHEREAS, the REEC should be under the direct authority of the County Board; and

**WHEREAS**, it is necessary and appropriate to modify the current structure and makeup of the REEC to better serve its intended purposes;

**NOW, THEREFORE BE IT RESOLVED**, the Kenosha County Board of Supervisors hereby modifies the Racial and Ethnic Equity Commission of Kenosha County ("REEC") by revising the original establishing resolution in the following ways:

The Racial Equity Commission's mission is to realize greater racial equity and work toward the dismantling of racism in Kenosha County through research, education, and on-going review of current Kenosha County policies and procedures so as to implement transformative ideas born of research, collaboration, and community engagement, focused on those areas over which the County has authority.

The Racial Equity Commission will be comprised of seven (7) commissioners.

Two (2) must be members of the County Board of Supervisors (County Board). These will be appointed by the County Board Chair with the approval of the County Board.

The other five (5) will be appointed by the County Board Chair, with the approval of the County Board. These appointments **must** be made from a pool of applicants/nominees.

Seventy-five (75) days before the end of a commissioner's term, the County shall publicize a notice of the upcoming appointment. This notice shall, at a minimum, be provided to those local media outlets routinely receiving communications from the County and shall be posted on the County's web site, with a link to the notice being placed on the homepage. A legal notice to the paper of record is neither required nor prohibited.

Individuals may apply themselves or may be nominated by individuals or organizations. As part of any application/nomination a statement indicating why the individual would be a valuable addition to the commission must be submitted. This statement should include a description of the individual's attributes as well as identifying what perspective their inclusion would bring to the commission as well as their commitment to solving issues of inequity. This may include, without limitation, history, experience, community participation and/or other aspects that would provide a different/unique/underrepresented perspective. In the event that a person is nominated rather than applying, a statement from the individual expressing willingness to serve must be included with the nomination.

The makeup of the commission should, at a minimum, reflect the diverse racial and ethnic makeup of Kenosha County as determined by the most recent census information, having a goal to at all times, have a majority of the five (5) non-County Board commissioners representing racial and ethnic minorities in Kenosha County. This should not be construed to in any way limit the ability of the County Board Chair in appointing, nor the County Board in approving appointments, but to encourage new ways to increase and maximize the participation of voices which have been traditionally and historically un- or underrepresented. In making and approving appointments the goal of providing opportunities to such voices should be a prioritized consideration.

In the event that there are fewer applications/nominations than open positions, the County Board Chair shall find an individual willing to serve and nominate that person. Any such appointment should be guided by the same principles included as part of the nomination process.

The Commission shall report to, and be overseen by, the Kenosha County Board Executive Committee.

The Commissioners shall select, on a yearly basis, a chair and vice-chair, or co-chairs, from the Commission's Membership to serve a one-year term. The Commission may establish rules for the Commission's meetings and conduct of business. In the absence of rules to the contrary, the meetings of the Commission shall be governed by Chapter 2 of the Municipal Code of Kenosha County and by Robert's Rules of Order.

Members shall receive no compensation and shall serve voluntarily for a term of three (3) years. There will be no limit to the number of terms a member may serve. No more than two (2) terms may be served consecutively.

The County Board of Supervisors shall make reasonable efforts to seat the modified Racial Equity Commission in full within 90 days of the passage of this resolution.

Of the persons initially appointed, three shall hold office for one (1) year (including one County Supervisor), three for two (2) years, three for three (3) years (including one County Supervisor), from January 1 next following such appointment, and until their successor is appointed and qualifies. By December immediately preceding the expiration of the term of office of any such Commissioner, the County Board Chair shall appoint, subject to confirmation by the County Board, one (1) member of such Commission to hold office for three (3) years from January 1 next succeeding the appointment and until a successor is appointed and qualifies. The exception to this paragraph involves the two (2) County Board Supervisors whose terms shall be from June 1. The Office of the Commissioner shall become vacant upon the happening of any of the following:

- 1. The death of the incumbent.
- 2. The person's resignation, whether oral or written.
- 3. The person's removal by the County Board Chair.
- 4. The person's ceasing to be a resident of Kenosha County.
- 5. In the case of the two (2) Commissioners who are members of the County Board, upon their ceasing to be members of that body.

The County Board Chair will make every effort to provide an appointment to such vacancy to the County Board at its first meeting thirty (30) days after the vacancy occurs, subject to subsequent committee review and confirmation by a majority of the County Board. Any such appointment shall be for the unfinished portion of the term being filled.

The REEC shall be tasked with adopting a set of bylaws for itself which shall generally reflect the provisions contained within this resolution. This does not, however, prevent the REEC from making recommendations as part of the bylaw adoption process for changes in the procedure and timing for making appointments. After such adoption, the bylaws will be presented to the County Board for its approval.

The REEC shall be staffed by Kenosha County staff with assistance from other experts or organizations as appropriate.

The REEC shall be subject to the Wisconsin Public Records Law and the Wisconsin Open Meetings Law.

Plans, reports, or recommendations of any nature adopted by the REEC shall be considered advice to the Kenosha County Board of Supervisors, and shall not be construed as official policies, positions, or interpretations of laws, rules, or regulations by any department or agency of County government, nor shall any such department or agency be bound in any manner to consider such advice when conducting their advisory and regulatory affairs.

The REEC may also, at any time, choose to submit a recommendation to the County Board or the County Executive with any information or recommendation that the commission believes requires immediate action or attention.

The goals of the Racial Equity Commission shall be to:

- a. Study issues of racial equity in Kenosha County, focusing on ordinances, policies and procedures that perpetuate systemic racism, result in disparate impact on underrepresented populations and contribute to racial inequity in Kenosha County, first focusing on policing and law enforcement then expanding the work to other systemic problems determined by members of the Racial Equity Commission;
- b. Perform outreach and hold at minimum, one annual listening session with Kenosha County residents, including community members, local elected officials, law enforcement, state legislators, educators, mental health professionals, social workers, people impacted by systemic racism, and other Kenosha County residents with experience and expertise in various aspects of racial equity;
- c. Research and analyze County ordinances, policies and procedures as they relate to racial equity, including the availability of adequate data on the topic;
- d. Review research on actions that have been proven effective in increasing racial equity in similar counties;
- e. Analyze racial equity in the context of various systems in Kenosha County, including law enforcement, justice, physical and mental health, education, housing and economic opportunity;
- f. Make recommendations to the County Board on concrete and immediate steps that can be taken to increase racial equity.
- g. Before one year from the date the reformed REEC holds its first meeting, the REEC shall submit to the Kenosha County Board an initial report detailing assessments, recommendations, and any proposals for the REEC's further work; and present this report and any subsequent report on a page dedicated to racial equity on the County website. A presentation of this report shall be given to the public in an open forum that would allow for discussion and questions.
- h. Before six months from the date of the presentation of the initial report, the REEC shall submit to the County Board a second report detailing assessments, recommendations, and any proposals for the REEC's further work. A presentation of this report shall be given to the public in an open forum that would allow for discussion and questions.

i. Before one year from the date of the presentation of the second report, the REEC shall submit a final comprehensive report to the County Board detailing assessments, recommendations and relevant findings of the REEC. A presentation of this report shall be given to the public in an open forum that would allow for discussion and questions.

Supervisor Jeffrey Gentz

EXECUTIVE COMMITTEE:	<u>Aye</u>	<u>Nay</u>	Abstain	Excused
Gabe Nudo, Chair				
Erin Decker, Vice Chair				
Zach Stock				
Brian Thomas		6.		
Brian Bashaw				
Aaron Karow				
Mark Nordigian				
Terry Rose				



# **MEMORANDUM**

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 01/16/2024

SUBJECT: A Resolution to Repeal 2022 Policy Resolution 1

**COMMITTEE:** Choose a Committee

**SUBMITTED BY: Supervisor Gentz** 

**RESOLUTION TO BE PRESENTED AT** Choose a Committee **COMMITTEE ON** Click here to enter a date.

ADDITIONAL INFORMATION (optional):



Resolution No.

BOARD OF SUPERVISORS

Subject:  A Resolution to Repeal 2022 Policy Resolution 1					
Original [x]	Corrected [ ]	2nd Correction []	Resubmitted [ ]		
Date Submitted	l: Date Submitted:		Date Resubmitted:		
Submitted by: Supervisor Gentz					
Fiscal Note Attached [ ]		Legal Note Attached [ ] Agreement			
Prepared by:	Supervisor Jeffrey Gentz	A	Signature:		

WHEREAS, the Kenosha County Board, on July 5, 2022, passed Policy Resolution 1, which amended a previously enacted policy related to the carrying of concealed weapons in buildings owned, leased or controlled by the County, and;

WHEREAS, this change was enacted to permit those in possession of a license to lawfully carry a concealed weapon to do so on those buildings owned, leased or controlled by the County if not otherwise prohibited by law, and;

WHEREAS, this was a significant change of a policy which had been in place for more than ten years, and;

WHEREAS, this policy change inspired a great deal of public comment, much of it opposing the change and stating a desire to maintain the prohibition of the possession of concealed weapons in County buildings, and;

WHEREAS, while the County Board and County Administration are the stewards of County buildings, they are owned and maintained by and for the benefit of the citizens of Kenosha County, and;

WHEREAS, it is more than appropriate to ask the citizens of Kenosha County whether they want to have persons carrying concealed weapons into their County Buildings, and;

WHEREAS, pursuant to § 59.52 (25), Wis. Stats., the County Board can adopt a resolution contingent upon its being ratified or approved by Countywide referendum, and;

**NOW, THEREFORE, BE IT RESOLVED**, that the Kenosha County Board of Supervisors does hereby rescind 2022 Policy Resolution 1, generally permitting firearms and electronic weapons legally possessed and carried per Wisconsin State Statutes in any building owned, leased or controlled by the Kenosha County, and;

buildings with those exceptions permitted by law, be reinstated as Kenosha County policy, and;
<b>BE IT FURTHER RESOLVED</b> , that the enactment of this resolution shall be contingent upon its being approved by the citizens of Kenosha County at a referendum to be conducted during the election to be held on August 13, 2024, and,
BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors, in legal session assembled does hereby approve that the following question be placed on the August 13, 2024 ballot as a contingent referendum question. Question: Should Kenosha County prohibit the possession of firearms in any building owned, leased or controlled by Kenosha County, except by duly sworn government law enforcement officers? YES
<b>BE IT FURTHER RESOLVED,</b> that the Corporation Counsel prepare a Notice of Referendum to be published by the Kenosha County Clerk in accordance with statutory requirement; and
<b>BE IT FURTHER RESOLVED</b> , that this resolution and the referendum shall be filed with Kenosha County Clerk no later than 70 days prior to the August 13, 2024 election at which the question will appear on the ballot; and
<b>BE IT FURTHER RESOLVED</b> , that a copy of this ballot referendum be forwarded to Kenosha County's legislative delegation, all other Wisconsin counties, the Wisconsin Counties Association and Governor Evers.
Respectfully submitted at Kenosha County, Wisconsin, this day of, 202
Supervisor Jeffrey Gentz

PUBLIC WORKS COMMITTEE:	<u>Aye</u>	Nay	Abstain	Excused
Mark Nordigian, Chair				
Zack Stock, Vice Chair				
Laura Belsky				
Aaron Karow				
John O'Day			. 🗆	
Tim Stocker				
Brian Thomas				



# **MEMORANDUM**

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 01/16/2024

SUBJECT: A Resolution Recognizing March 2024 as "National Social Work Month"

**COMMITTEE:** Choose a Committee

**SUBMITTED BY: Vice Chair Decker** 

**RESOLUTION TO BE PRESENTED AT** Choose a Committee **COMMITTEE ON** Click here to enter a date:

**ADDITIONAL INFORMATION (optional):** 



# KENOSHA COUNTY

### **BOARD OF SUPERVISORS**

Resolution N	0.
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Subject:  A Resolution Recognizing March 2024 as "National Social Work Month"						
Original [ x ]	Revised [ ]	2nd Correction [ ]	Resubmitted [ ]			
Date Submitted: 1/3/2024 Date Resubmitted:						
Submitted by: Vice Chair Decker, Supervisors Poole and Rodriguez						
Fiscal Note Attached [ ] Legal Note Attached [ ] Agreement						
Prepared by: Vice Chair Decker Signature:						

WHEREAS, Social Workers have worked for more than a century to improve human wellbeing and enhance the basic needs of all people especially the most vulnerable; and

WHEREAS, Social Workers positively touch the lives of millions of Americans each day and in a variety of places, including schools, hospitals, the military, child welfare agencies, community centers, and in federal, state and local government; and

WHEREAS, Social Workers are the largest group of mental health care providers in the United States, and work daily to help people overcome mental illnesses such as depression and anxiety; and

WHEREAS, Social Workers are on the frontlines of the nation's opioid addiction crisis, helping people get the treatment they need and prevail over substance use disorders; and

WHEREAS, the Social Work Profession is one of the fastest growing careers in the United States; and

WHEREAS, Social Workers have continued to push for changes that have made our society a better place to live; and

WHEREAS, Social Workers work in all facets of our society to meet people no matter their circumstance and empower them to live life to their fullest potential; and

WHEREAS, in March 1963, the National Association of Social Workers first organized National Social Work Month as a way to encourage public support for the profession; and

WHEREAS, Congress passed a joint resolution and on March 22, 1984, President Ronald Reagan proclaimed March as "National Professional Social Work Month" under Proclamation 5167:

NOW THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors, in support of the numerous contributions made by Kenosha County's Social Workers, does recognize March 2024, as National Social Work Month in Kenosha County; and

BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors encourages members of public to join in this recognition and to search their hearts for ways in which they too can help their neighbors.

Erin Decker	John Poole	
Zach Rodriguez	<del>-</del> -	



# **MEMORANDUM**

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 01/16/2024

**SUBJECT:** A Resolution Requesting the State Legislature Increase the Penalties for Harming or Killing a Law Enforcement K9

**COMMITTEE:** Choose a Committee

**SUBMITTED BY: Vice Chair Decker** 

**RESOLUTION TO BE PRESENTED AT** Choose a Committee **COMMITTEE ON** Click here to enter a date.

**ADDITIONAL INFORMATION (optional):** 



# **KENOSHA COUNTY**

### **BOARD OF SUPERVISORS**

Reso	lution	No.	

Subject:  A Resolution Requesting the State Legislature Increase the Penalties for Harming or Killing a Law Enforcement K9						
Original [ ] Revised [x] 2nd Corre	ection [ ] Resubmitted [ ]					
Date Submitted: 11/29/2023	Date Resubmitted: 12/8/2023					
Submitted by: Vice Chair Decker, Supervisors Rodri	Submitted by: Vice Chair Decker, Supervisors Rodriguez, Stocker, Thomas, Poole, Geertsen, and Nedweski					
Fiscal Note Attached [ ] [ ] Legal Note Attached						
Prepared by: Vice Chair Decker, Deputy Tifft, and Sergeant Malecki	Signature: Ein Decker					

WHEREAS, Kenosha County has long been committed to supporting its law enforcement officers; and

WHEREAS, the Kenosha County Sheriff's Department created the K9 Unit in has five K9 Deputies in active service, and these K9 Deputies and their handlers are:

- K9 Riggs and Deputy Tifft on active patrol
- K9 Klaus and Deputy Lanctot on active patrol
- K9 Arlo and Deputy Kasulke on active patrol
- K9 Riv and Deputy Booth on active patrol
- K9 Ludo and Corrections Officer Loesch in Kenosha County Sheriff Detentions

WHEREAS, the Kenosha County Sheriff's Department K9 Deputies are beloved members of the Department and the community; and

WHEREAS, the Kenosha County Sheriff's Department K9 Deputies are hard-working members of the sheriff's department and put their lives in danger daily to keep us safe in our homes, places of work, and on the streets; and

WHEREAS, the Kenosha County Sheriff's Department K9 Deputies help law enforcement personnel perform their jobs in a safer and more efficient manner thus saving the Sheriff's Department hundreds of man-hours every year; and

WHEREAS, law enforcement agencies use man's best friend to assist in a variety of tasks that K9 Deputies freely and willingly go into areas other deputies are not able to, and they rely on the K9 teams to use their special abilities to help us locate suspects, evidence, narcotics, explosives, or missing persons quickly; and

WHEREAS, law enforcement K9 handlers are required to give announcements to suspects putting the handler and K9 at a disadvantage as the suspect knows where they are, what they intend to do, and who is coming to look for them; and

WHEREAS, there has been a significant increase in shootings and stabbings of law enforcement K9s across this country as they perform their jobs; and

WHEREAS, K9 Deputy Riggs was shot in the head on October 21, 2021, and amazingly survived his injuries, made a complete recovery, and is back on patrol; and

WHEREAS, under Wisconsin State Statute 951.18(2m), the penalty for intentionally injuring a known law enforcement K9 is a Class I felony which the lowest class of felony and is punishable by up to 3.5 years in prison and a maximum fine of \$10,000; and the penalty for killing a law enforcement K9 is a Class H felony and is punishable by up to 6 years in prison and fines of up to \$10,000;

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors respectfully requests the State of Wisconsin change state statues deeming law enforcement K9s as property and increase penalties for the intentional injury or killing of said K9s; and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors commends and recognizes all the work our K9s Deputies and their handlers who keep Kenosha County safe, enforce the rule of law, and respond in times of crisis; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to Kenosha County's state legislative delegations, Governor Evers, all other Wisconsin counties, and the Wisconsin Counties Association.

Ein Decker	
Erin Decker	Zach Rodriguez
Tim Stocker	Brian Thomas
John Poole	Dave Geertsen
Amanda Nedweski	

# COUNTY OF KENOSHA GL-01,-24

# COUNTY CLERK

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

REGI WALIGORA COUNTY CLERK CLAJM AGAINST

CLAIM AGAINST KENOSHA COUNTY DATE 01-08-**FULL NAME ADDRESS** TELEPHONE NUMBER: Home: Work: DATE & TIME OF ACCIDENT OR LOSS LOCATION OF ACCIDENT DESCRIPTION OF ACCIDENT OR LOSS WITNESS: Name Address Phone 000 AMOUNT OF CLAIM (damages) CLAIMANT'S SIGNATURE Please attach receipts, estimates, and/or other supporting data to this form. RETURN THIS FORM TO: KENOSHA COUNTY CLERK

1010 – 56<sup>111</sup> STREET

KENOSHA WI 53140



### **Elizabeth Iwen**

From:

Kim Koukal <koukal3@yahoo.com>

Sent:

Monday, January 8, 2024 12:53 PM

To:

**County Clerk** 

Subject:

Notice of claim-addition

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize and trust the sender.

Description of accident\*\*loss/damage-

KENOSHA COUNTY SHERIFF police cruiser made a uturn with NO EMERGENCY LIGHTS ON and turned into the side of my car:( Causing damage, please see enclosed estimate and tow charge.

Any additional information please call/email Thank you!!

\*PLEASE CONFIRM EMAILREQUEST RECEIVED\*

SHALOM-

KimKoukal

Sent from my iPhone



# **Antioch Automotive Towing and Recovery**

285 Main Street, Antioch IL 60002

20718

3 days

16991199

Cash/Private Retail Customer

12/16/2023 11:58 PM

12/16/2023 11:58 PM

12/18/2023 12:02 PM

Phone: (847) 395-8400 | Fax: (847) 395-8412

# Impound Invoice

Printed 12/18/2023

Unspecified

**Released To** 

Call#

Stock # Account **Date/Time Requested** 

Date/Time Impounded: Date/Time Released:

Days Held in Impound

Dean Koukal

Reason for Impound **VIN Number** 

Accident 3N1CN7AP3CL807996

Model

2012 Nissan Versa

847-838-3869

License Plate

EA 20461 (IL)

Drivable

Yes

**Keys** 

Yes 149

**Towed from** Stored at

hwy c and 94 13200 hwy c Antioch Automotive Towing and Recovery

285 Main St., Antioch IL 60002

Storage charges	Quantity	Price	Line Total
(Storage - Storage Fees) Inside Storage	3	\$65.00	\$195.00
Towing charges	Quantity	Price	Line Total
(Towing) Police Accident Tow	1	\$290.00	\$290.00
	St	Towing SubTotal orage - Storage Fees SubTotal	\$290.00 \$195.00
		Subtotal Taxes Grand Total Amount Due:	\$485.00 \$0.00 <b>\$485.00</b> <b>\$0.00 / Paid</b>
	Visa payment (Ref	f # 1316) of \$485.00 applie	d on 12/18/2023

Antioch Automotive	rowing and Recovery	' appreciates your	business; if y	ou nave any q	questions regarding	this invoice,	please contac	t us at (84)	() 395-
8400.		,		9900			andb. 1	ero 1981, 128	Δ
							-4000	THE WILL THE	59

Signature:	Date:

### **BODY CRAFT**

Workfile ID: PartsShare: 587409c7 7KjhMz

40 WEST HWY 173, ANTIOCH, IL 60002 Phone: (847) 395-0076

### **Preliminary Estimate**

Customer: koukal, dean

**Job Number:** 

Written By: Tony Maglio

Insured:

Owner:

koukal, dean

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

**Inspection Location:** 

**Insurance Company:** 

koukal, dean

(224) 430-4009 Cell

**BODY CRAFT** 

40 WEST HWY 173

ANTIOCH, IL 60002

Repair Facility

(847) 395-0076 Business

**VEHICLE** 

2012 NISS Versa S w/Continuously Variable Transmission 4D SED 4-1.6L Gasoline SMPI

VIN:

3N1CN7AP3CL807996

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

**TRANSMISSION** 

Automatic Transmission

Overdrive

**POWER** 

Power Steering

Power Brakes

**DECOR** 

**Dual Mirrors** 

CONVENIENCE Air Conditioning

Intermittent Wipers

Tilt Wheel

Rear Defogger

Message Center

**RADIO** 

AM Radio

FM Radio

CD Player

Stereo

Search/Seek

**Auxiliary Audio Connection** 

**SAFETY** 

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

Front Side Impact Air Bags

Head/Curtain Air Bags

**SEATS** 

Cloth Seats

**Bucket Seats** 

Reclining/Lounge Seats

**WHEELS** 

Wheel Covers

**PAINT** 

Clear Coat Paint

**OTHER** 

**Traction Control** 

Stability Control Power Trunk/Liftgate

# **Preliminary Estimate**

Cust	omer: kou	kal, dea	n				Job N	umber:
2012 N	IISS Versa S w	/Continuou	sly Variable Transmission 4D SED 4-	1.6L Gasoline SMPI				
43		R&I	LT Lwr ctr plr trim charcoal				0.3	
44		R&I	RT W'strip on body rear charcoal				0.3	
45		R&I	LT W'strip on body rear charcoal				0.3	
46		R&I	RT W'strip on body front, to 09/2011 charcoal				0.3	
47		R&I	LT W'strip on body front, to 09/2011 charcoal				0.3	
48	FRONT DO	OR						
49	*	Repl	LKQ RT door assy +25%	HMA003BAAB	1	468.75	1.7	3.0
50			Overlap Major Adj. Panel					-0.4
51			Add for Clear Coat					0.5
52		Repl	RT Black out tape	808183BA0A	1	29.95	0.2	
53		R&I	RT Belt molding				0.3	
54		R&I	RT R&I mirror				0.3	
55		R&I	RT Run w'strip				0.2	
56		R&I	RT Window regulator w/o power				0.3	
57		R&I	RT Handle, outside black				0.4	
58		R&I	RT Lock w/o power				0.4	
59		R&I	RT Water deflector w/o power window				0.1	
60		R&I	RT Door trim panel w/o power window				0.5	
61	#	Rpr	overhaul Ikq door				2.0	
62	REAR DOO	R						
63	*	Repl	LKQ RT door assy +25%	HBA003BAAB	1	268.75	1.6	2.9
64			Overlap Major Adj. Panel					-0.4
65			Add for Clear Coat					0.5
66		R&I	RT Door w'strip				0.3	
67		R&I	RT Belt w'strip				0.3	
68	*	R&I	RT Run w'strip				0,2	
69		R&I	RT Moveable glass Nissan				0.5	
70		R&I	RT Fixed glass Nissan				0.4	
71		R&I	RT Window regulator w/o power				0.4	
72		R&I	RT Handle, outside black				0.4	
73		R&I	RT Lock w/o power				0.4	
74	#	Rpr	overhaul lkg rear door				2.0	
75	QUARTER		1					
76	*	Blnd	RT Quarter panel					1.1
77		R&I	RT Upper qtr trim				Incl.	
78	REAR BOD						arren	
79		R&I	RT Trunk side trim w/o split rear seat				0.2	
80	#	Rpr	back mask rear glass				0.3	
	56.41.5			SUBTOTALS		4,421.99	38.9	17.0

### **Preliminary Estimate**

Customer: koukal, dean

Job Number:

2012 NISS Versa S w/Continuously Variable Transmission 4D SED 4-1.6L Gasoline SMPI

### **ESTIMATE TOTALS**

Category	Basis		Rate	Cost \$
Parts				4,368.49
Body Labor	35.9 hrs	@	\$ 62.00 /hr	2,225.80
Paint Labor	17.0 hrs	@	\$ 62.00 /hr	1,054.00
Mechanical Labor	1.0 hrs	@	\$ 119.00 /hr	119.00
Frame Labor	2.0 hrs	@	\$ 95.00 /hr	190.00
Paint Supplies	17.0 hrs	@	\$ 42.00 /hr	714.00
Miscellaneous				53.50
Subtotal				8,724.79
Sales Tax	\$ 5,132.99	@	8.0000 %	410.64
Grand Total				9,135.43

ILLINOIS LAW REQUIRES THAT VEHICLE REPAIRERS MUST BE LICENSED IN ACCORDANCE WITH SECTION 5-301 OF THE ILLINOIS VEHICLE CODE.

This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle.