Kenosha County

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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 **Wednesday**, the **3rd day of April** at **7:30PM., in** the County Board Room located in the Administration Building. The following will be the agenda for said meeting:

A. Call To Order By Chairman Esposito

B. Pledge Of Allegiance

C. Roll Call Of Supervisors

D. Citizen Comments

E. Announcements Of The Chairman

F. Supervisor Reports

G. OLD BUSINESS

Ordinance - Second Reading, Two Required

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

Documents:

ORDINANCE 26.PDF

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

Documents:

ORDINANCE 27.PDF

28. From The Planning, Development & Extension Education Committee An Ordinance Regarding Amendment To The Text Of The Kenosha County General Zoning And Shoreland/Floodplain Zoning Ordinance To Modify And Amend Language

Relative To The Requirement For Foundation Surveys For New Construction, Sign Distance And Height, Multiple Family Dwellings, And Definitions.

Documents:

ORDINANCE 28.PDF

H. NEW BUSINESS

Ordinance - One Reading

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

Documents:

ORD CH 12 AMENDMENTS SURVEYS ET AL.PDF

I. CLAIMS

29. Richard & Roberta Weeks And Icky Ricky's Vs. Kenosha County - Objection To Relocation Order And Jurisdictional Offer

Documents:

GL-14-19 RICHARD A. AND ROBERTA L. WEEKS, ET AL VS. KENOSHA COUNTY, ET AL.PDF

30. Ronald Rinaldi Vs. Kenosha County - Objection To Relocation Order And Jurisdictional Offer

Documents:

GL-13-19 RONALD F. RINALDI VS. KENOSHA CO. ET AL.PDF

J. Approval Of The March 19, 2019 Minutes By Supervisor Kubicki

K. Adjourn

Kenosha County

BOARD OF SUPERVISORS

ORDINANCE NO. 26

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

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

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

Section 7.02 Speed Limits

1.2 County Trunk Highway "A", Town of Paris
35 m.p.h from its intersection with State Trunk Highway 142 to its intersection with County Trunk Highway "D".

Respectfully Submitted:

PUBLIC WORKS/FACILITIES COMMITTEE	Aye	No	Abstain	Excused
Dennis Elverman, Chairman	☒	☐	☐	☐
John Franco, Vice Chair	☑	☐	☐	☐
Michael Skalitzky	☒	☐	☐	☐
Monica Yuhas	☒	☐	☐	☐
Mark Nordigian	☒	☐	☐	☐
John Poole	☒	☐	☐	☐
Joseph Cardinali	☐	☐	☐	☒

Kenosha County

BOARD OF SUPERVISORS

ORDINANCE NO. 27

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

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

Section 7.02 Speed Limits

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

Respectfully Submitted:

PUBLIC WORKS/FACILITIES COMMITTEE	Aye	No	Abstain	Excused
Dennis Elverman, Chairman	☒	☐	☐	☐
John Franco, Vice Chair	☑	☐	☐	☐
Michael Skalitzky	☒	☐	☐	☐
Monica Yuhas	☒	☐	☐	☐
Mark Nordigian	☒	☐	☐	☐
John Poole	☒	☐	☐	☐
Joseph Cardinali	☐	☐	☐	☒

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Highway Department: Public Works and Development Services

Proposal Summary (attach explanation and required documents):

Ordinance to revise the speed limit on County Trunk Highway A

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

2. Department Head Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: Raymond A Hess Date: 2-27-19

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: Jamie Kyle Date: 2/27/19

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: Date: 2/27/19

Revised 01/11/2001

Kenosha County

BOARD OF SUPERVISORS

ORDINANCE NO. 28

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

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

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

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

Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	Aye	No	Abstain	Excused
Erin Decker, Chair	☑	☐	☐	☐
Michael Skalitzky, Vice Chair	☑	☐	☐	☐
John Poole	☑	☐	☐	☐
Mark Nordigan	☑	☐	☐	☐
Zach Rodriguez	☑	☐	☐	☐

G:\Ordinances\2019\03-13-2019 Draft Ordinance - Foundation Survey Requirements Amendment.doc

~~Strikethrough~~ = Text Removed

Green Font = New Text

EXHIBIT "A"

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

LIST OF AMENDED SECTIONS

12.05-4 FOUNDATION SURVEY REQUIREMENTS

(a) Except as provided for in subsection (b), any person erecting, moving, enlarging or reconstructing a structure, which, under this ordinance, requires a zoning permit shall upon completion of the construction of footings, concrete slab or other foundations, submit to the Department of Planning and Development a survey prepared by a ~~registered land~~professional surveyor showing the locations, boundaries, dimensions, elevations and size of the following: The boundaries of the lot, all existing structures (including foundations) and their relationship to the lot lines. The County Director of Planning and Development shall compare the location of all new or extended foundations with the location of all proposed construction activity reported on the permit application. No further construction may commence unless the Director of Planning and Development shall find that the foundation location is consistent with the permit as issued and shall so certify. Failure to comply with the requirements of this section shall be grounds for the issuance of a citation pursuant to section 12.32-3 of this Ordinance, and attendant penalties.

(b) A foundation survey shall not be required for the construction of any non-residential structure located at least 200 feet from any property line or 200 feet from any navigable body of water in an agricultural district.

~~(c) In addition to the exception provided for in subsection (b) above, the foundation survey requirements may be waived at the option of the permit applicant, for any construction, except for construction of a principal structure and for the construction of a new foundation under an existing principal structure, provided that the permit applicant shall file and record with the Department of Planning and Development and with the Kenosha County Register of Deeds a "Waiver of Liability of Foundation Survey" which shall be binding on the permit applicant and his estate and which shall forewarn future owners of said parcel of the lack of a certified foundation survey verifying that structures located on the parcel are in conformity to the ordinance and further, that if any error is made on the placement of any construction or structure, or if a zoning violation is later discovered, the applicant and his estate shall move the construction or structure so as to conform with the zoning regulations effective on the date the permit was issued and shall further pay all consequent damages. Structures illegally located on a parcel are in violation of the Kenosha County Zoning Ordinance. Applicable statute of limitations for prosecution of such violations shall not begin to run until such time as a certified survey has been filed with the Department of Planning and Development and the Register of Deeds indicating the location of the structures on the parcel.~~

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

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

(a) **Awning and Canopy Signs**
Number: One (1).

Area: Maximum of fifteen (15) percent per side of each face.
Height: At least eight (8) feet above the public sidewalk or thoroughfare.
Lighting: Full cut-off; top down directional or internal.
Landscaping: None required.

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

Number: Subject to approval of Planning & Development
Area: Thirty-six (36) square feet per sign
Height: Eight (8) feet
Street Setback: Fifteen (15) feet
Lighting: Full cut-off; top down directional or internal
Landscaping: None required

(c) **Monument Signs**
Number: Limited to one (1) per street frontage or drive entrance, provided that no monument sign is located closer than a minimum of 300 feet to another monument or freestanding sign on the same property.
Area: Eighty (80) square feet per side of sign, one-hundred sixty (160) square feet maximum for all sides.
Height: Ten (10) feet.
Street Setback: Five (5) feet.
Lighting: Full cut-off; top down directional, ground mounted directional or internal.
Landscaping: As contained elsewhere in this ordinance.

(d) **Freestanding Signs**
Number: Limited to one (1) per street frontage or drive entrance, provided that no freestanding sign is located closer than a minimum of 300 feet to another freestanding or monument sign on the same property.
Area: One-hundred fifty (150) square feet per side of sign, three-hundred (300) square feet maximum for all sides, except for freestanding signs within an area between Interstate Highway 94 and a distance fifty (50) feet beyond the outermost right-of-way edge of the Frontage Road may be up to three-hundred (300) square feet per side of sign and six-hundred (600) square feet maximum for all sides.

Height: Twenty (20) feet, except for freestanding signs within an area between Interstate Highway 94 and a distance fifty (50) feet beyond the outermost right-of-way edge of the Frontage Road may be up to thirty (30) feet.
Street Setback: Fifteen (15) feet.
Lighting: Full cut-off; top down directional, ground mounted directional or internal.
Landscaping: As contained elsewhere in this ordinance.

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

(e) **Wall Signs**

1 Single-Tenant Buildings
Number: One (1) per public entrance or wall/façade which fronts upon a public right-of-way or private drive.
Area: Limited to 1.5 times the length of the wall on which the sign is to be placed, up to a maximum of six-hundred (600) square feet.
Height: ~~Twenty (20) feet in height above the mean centerline street grade~~Shall comply with the height requirements of the zoning district in which the sign is located.
Extension: Shall not extend more than twelve (12) inches outside of a building's wall surface.
Lighting: Full cut-off; top-down directional, or internal.
Landscaping: None required.

2 Multi-Tenant Buildings and Shopping Centers
Number: One (1) per tenant, plus each tenant may place one (1) wall sign per public entrance or wall/façade which fronts upon a public right-of-way or private drive and contained within the tenant's internal wall space or end cap wall area.
Area: Limited to 1.5 times the length of the wall on which the sign is to be placed, up to a maximum of six-hundred (600) square feet.
Height: ~~Twenty (20) feet in height above the mean centerline street grade~~Shall comply with the height requirements on the zoning district in which the sign is located.
Extension: Shall not extend more than twelve (12) inches outside of a building's wall surface.
Lighting: Full cut-off; top-down directional or internal.
Landscaping: None required.

12.21-9 R-9 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

(a) Primary Purpose and Characteristics

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

(b) Principal Uses

1 Community living arrangements having a capacity of 15 or fewer persons and which shall be in conformance with all state statutory requirements (2/18/92)

2 Essential services

3 Foster family homes having less than 4 foster children and not exceeding 8 total occupants and are in conformance with all state statutory requirements

~~3~~4 Multiple family dwellings not to exceed eight (8) units per structure with densities not to exceed 8.7 units per net acre served by public sanitary sewage facilities.

(c) Accessory Uses

1 Accessory buildings, such as detached garages, sheds and gazebos, and boathouses (see also section 12.27-6) (8/6/02)

2 Small wind energy system

3 Solar energy system

4 Swimming pools and spas (see also section 12.17) (8/6/02)

5 Fences (see also section 12.15) (8/6/02)

6 Decks and Patios (see also section 12.18.3)

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

1 Community living arrangements for 16 or more persons and which are in conformance with all state statutory requirements (2/18/92)

2 Model apartments and model condominiums and related temporary real estate sales office located within the model unit

~~3 Multiple family dwellings not to exceed eight (8) units per structure with densities not to exceed 8.7 units per net acre served by public sanitary sewage facilities.~~

43 Utility substations

(e) Lot Area and Width

1 Lots shall have a minimum area of the larger of 10,000 square feet or 5,000 square feet per unit

2 All lots shall have a minimum width of 100 feet unless located on a cul-de-sac or curve in which case the lot frontage may be reduced to 50 feet of frontage provided there is at least 100 feet of width at the required building setback line.

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

1 No building or parts of a building shall exceed 35 feet in height

2 The minimum total floor area of a multiple-family residential structure shall be 1500 square feet, and the minimum first floor area of a multiple-family structure shall be 1,000 square feet. In addition thereto:

a efficiency or one-bedroom apartments shall have a minimum floor area per dwelling unit of 500 square feet

b two-bedroom apartments shall have a minimum floor area per dwelling unit of 750 square feet, and

c three or more bedroom apartments shall have a minimum floor area per dwelling unit of 1,000 square feet.

3 All residential dwellings shall be attached to a permanent foundation, be properly connected to all required utilities, have a building footprint of which the dwelling unit is not less than 24-feet in width for at least fifty (50) percent of the length, have a roof pitch of not less than 5/12, and an eave extension of at least twelve (12) inches, except residences with an architectural style defined as Colonial or Greek Revival. (9/5/06)

(g) Yards

1 Street yard - not less than 65 feet from the right-of-way of all Federal, State, and County Trunk highways and not less than 40 feet from the right-of-way of all other roads. (8/6/02)

2 Shore yard - not less than 75 feet from the ordinary high water mark of any navigable water. (11/5/86)

3 Side yard - not less than 15 feet in width on each side of all structures

4 Rear yard - not less than 25 feet.

(h) Authorized Sanitary Sewer System

1 Public Sanitary Sewer

12.21-10 R-10 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

(a) Primary Purpose and Characteristics

The R-10 Multiple-Family Residential District is intended to provide for multiple-family residential development, at densities not to exceed 10.8 dwelling units per developable net acre served by public sanitary sewage facilities. All new structures and uses and changes or additions to existing structures and uses shall be in compliance with the site plan review requirements of this ordinance (See Section 12.08-2). (8/6/02)

(b) Principal Uses

1 Community living arrangements having a capacity of 15 or fewer persons and which shall be in conformance with all state statutory requirements (2/18/92)

2 Essential services

3 Foster family homes having less than 4 foster children and not exceeding 8 total occupants and are in conformance with all state statutory requirements

4 Multiple-family dwellings not to exceed eight (8) units per structure (2/18/92)

(c) Accessory Uses

1 Accessory buildings, such as detached garages, sheds and gazebos, and boathouses (see also section 12.27-6) (8/6/02)

2 Small wind energy system

3 Solar energy system

4 Swimming pools and spas (see also section 12.17) (8/6/02)

5 Fences (see also section 12.15) (8/6/02)

6 Decks and Patios (see also section 12.18.3)

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

1 Community living arrangements for 16 or more persons and which are in conformance with all state statutory requirements (2/18/92)

~~2 Multiple-family dwellings not to exceed eight (8) units per structure (2/18/92)~~

~~3~~2 Model apartments and model condominiums and related temporary real estate sales office located within the model unit

~~4~~3 Utility substations

(e) Lot Area and Width

1 Lots shall have a minimum area of 12,000 square feet or 4,000 square feet per unit, whichever is larger, and

2 All lots shall have a minimum width of 120 feet unless located on a cul-de-sac or curve in which case the lot frontage may be reduced to 60 feet of frontage provided there is at least 120 feet of width at the required building setback line.

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

1 No building or parts of a building shall exceed 35 feet in height

2 The minimum total floor area of a multiple-family residential structure shall be 2,000 square feet, and in addition thereto:

a the minimum floor area per dwelling unit for an efficiency or one bedroom apartment shall be 400 square feet;

b the minimum floor area per dwelling unit of a two-bedroom apartment shall be 600 square feet;

c and the minimum floor area per dwelling unit of a three or more bedroom apartment shall be 800 square feet.

3 All residential dwellings shall be attached to a permanent foundation, be properly connected to all required utilities, have a building footprint of which the dwelling unit is not less than 24-feet in width for at least fifty (50) percent of the length, have a roof pitch of not less than 5/12, and an eave extension of at least twelve (12) inches, except residences with an architectural style defined as Colonial or Greek Revival. (9/5/06)

(g) Yards

1 Street yard - not less than 65 feet from the right-of-way of all Federal, State, and County Trunk highways and not less than 40 feet from the right-of-way of all other roads. (8/6/02)

2 Shore yard - not less than 75 feet from the ordinary high water mark of any navigable water (11/5/86)

3 Side yard - not less than 15 feet in width on each side of all structures.

4 Rear yard - not less than 25 feet.

(h) Authorized Sanitary Sewer System

1 Public Sanitary Sewer

12.21-11 R-11 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

(a) Primary Purpose and Characteristics

The R-11 Multiple-Family Residential District is intended to provide for multiple-family residential development, at densities not to exceed 12.4 dwelling units per developable net acre, served by public sanitary sewage facilities. All new structures and uses and changes or additions to existing structures and uses shall be in compliance with the site plan review requirements of this ordinance (See Section 12.08-2). (8/6/02)

(b) Principal Uses

1 Community living arrangements having a capacity of 15 or fewer persons and which shall be in conformance with all state statutory requirements (2/18/92)

2 Essential services

3 Foster family homes having less than 4 foster children and not exceeding 8 total occupants and are in conformance with all state statutory requirements

4 Multiple-family dwellings (2/18/92)

(c) Accessory Uses

1 Accessory buildings, such as detached garages, sheds and gazebos, and boathouses (see also section 12.27-6) (8/6/02)

2 Small wind energy system

3 Solar energy system

4 Swimming pools and spas (see also section 12.17) (8/6/02)

5 Fences (see also section 12.15) (8/6/02)

6 Decks and Patios (see also section 12.18.3)

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

1 Community living arrangements for 16 or more persons and which are in conformance with all state statutory requirements (2/18/92)

~~2 Multiple-family dwellings (2/18/92)~~

~~3~~2 Housing for the elderly

~~4~~3 Model apartments and model condominiums and related temporary real estate sales office located within the model unit

~~5~~4 Utility substations

(e) Lot Area and Width

1 Lots shall have a minimum area of 20,000 square feet or 3,000 square feet per unit, whichever is larger, and

2 Lots shall have a minimum width of 120 feet unless located on a cul-de-sac or curve in which case the lot frontage may be reduced to 60 feet of frontage provided there is at least 120 feet of width at the required building setback line.

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

1 No building or parts of a building shall exceed 35 feet in height

2 The minimum total floor area of a multiple-family residential structure shall be 3,000 square feet, and in addition thereto:

a the minimum floor area per dwelling unit for an efficiency or one bedroom apartment shall be 300 square feet;

b the minimum floor area per dwelling unit of a two-bedroom apartment shall be 500 square feet;

c and the minimum floor area per dwelling unit for a three or more bedroom apartment shall be 600 square feet.

3 All residential dwellings shall be attached to a permanent foundation, be properly connected to all required utilities, have a building footprint of which the dwelling unit is not less than 24-feet in width for at least fifty (50) percent of the length, have a roof pitch of not less than 5/12, and an eave extension of at least twelve (12) inches, except residences with an architectural style defined as Colonial or Greek Revival. (9/5/06)

(g) Yards

1 Street yard - not less than 65 feet from the right-of-way of all Federal, State, and County Trunk highways and not less than 40 feet from the right-of-way of all other roads. (8/6/02)

2 Shore yard - not less than 75 feet from the ordinary high water mark of any navigable water. (11/5/86)

3 Side yard - not less than 15 feet in width on each side of all structures.

4 Rear yard - not less than 25 feet.

(h) Authorized Sanitary Sewer System

1 Public sanitary sewer

12.29-8 STANDARDS FOR CONDITIONAL USES

12.29-8(b)90:

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

a In the R-9 District, dwellings containing between four and eight units per structure shall not be located closer than three hundred feet to any parcel of land zoned for a single-family residence.

b Additionally, all applicants for developments of multiple-family dwellings in the R-9, R-10, or R-11 Districts shall submit an application substantially complying with Section 12.26-4(h) of this Ordinance, which shall be reviewed pursuant to conditional use procedures and according to the additional standards contained in Section 12.26-4(k)1.a. to d.

APPENDIX "A"—DEFINITIONS

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

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

~~Quarter Sections~~	~~Section~~
~~NE, NW, SW~~	~~15~~
~~SE~~	~~16~~
~~SE~~	~~20~~
~~NE, NW, SE, SW~~	~~21~~
~~NW~~	~~22~~
~~NE, NW, SE, SW~~	~~28~~
~~NE, NW, SE, SW~~	~~29~~
~~NE, NW, SE, SW~~	~~32~~
~~NE, NW, SE, SW~~	~~33~~

FLOODLANDS (3/1/94)

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

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

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

EXECUTIVE SUMMARY

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

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

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

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

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

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

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

Kenosha County

BOARD OF SUPERVISORS

ORDINANCE NO. _____

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

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

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

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

Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	Aye	No	Abstain	Excused
Erin Decker, Chair	☑	☐	☐	☐
Michael Skalitzky, Vice Chair	☑	☐	☐	☐
John Poole	☑	☐	☐	☐
Mark Nordigan	☑	☐	☐	☐
Zach Rodriguez	☑	☐	☐	☐

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~~Strikethrough~~ = Text Removed

Green Font = New Text

EXHIBIT "A"

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

LIST OF AMENDED SECTIONS

12.05-4 FOUNDATION SURVEY REQUIREMENTS

(a) Except as provided for in subsection (b), any person erecting, moving, enlarging or reconstructing a structure, which, under this ordinance, requires a zoning permit shall upon completion of the construction of footings, concrete slab or other foundations, submit to the Department of Planning and Development a survey prepared by a ~~registered land~~professional surveyor showing the locations, boundaries, dimensions, elevations and size of the following: The boundaries of the lot, all existing structures (including foundations) and their relationship to the lot lines. The County Director of Planning and Development shall compare the location of all new or extended foundations with the location of all proposed construction activity reported on the permit application. No further construction may commence unless the Director of Planning and Development shall find that the foundation location is consistent with the permit as issued and shall so certify. Failure to comply with the requirements of this section shall be grounds for the issuance of a citation pursuant to section 12.32-3 of this Ordinance, and attendant penalties.

(b) A foundation survey shall not be required for the construction of any non-residential structure located at least 200 feet from any property line or 200 feet from any navigable body of water in an agricultural district.

~~(c) In addition to the exception provided for in subsection (b) above, the foundation survey requirements may be waived at the option of the permit applicant, for any construction, except for construction of a principal structure and for the construction of a new foundation under an existing principal structure, provided that the permit applicant shall file and record with the Department of Planning and Development and with the Kenosha County Register of Deeds a "Waiver of Liability of Foundation Survey" which shall be binding on the permit applicant and his estate and which shall forewarn future owners of said parcel of the lack of a certified foundation survey verifying that structures located on the parcel are in conformity to the ordinance and further, that if any error is made on the placement of any construction or structure, or if a zoning violation is later discovered, the applicant and his estate shall move the construction or structure so as to conform with the zoning regulations effective on the date the permit was issued and shall further pay all consequent damages. Structures illegally located on a parcel are in violation of the Kenosha County Zoning Ordinance. Applicable statute of limitations for prosecution of such violations shall not begin to run until such time as a certified survey has been filed with the Department of Planning and Development and the Register of Deeds indicating the location of the structures on the parcel.~~

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

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

(a) **Awning and Canopy Signs**
Number: One (1).

Area: Maximum of fifteen (15) percent per side of each face.
Height: At least eight (8) feet above the public sidewalk or thoroughfare.
Lighting: Full cut-off; top down directional or internal.
Landscaping: None required.

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

Number: Subject to approval of Planning & Development
Area: Thirty-six (36) square feet per sign
Height: Eight (8) feet
Street Setback: Fifteen (15) feet
Lighting: Full cut-off; top down directional or internal
Landscaping: None required

(c) **Monument Signs**
Number: Limited to one (1) per street frontage or drive entrance, provided that no monument sign is located closer than a minimum of 300 feet to another monument or freestanding sign on the same property.
Area: Eighty (80) square feet per side of sign, one-hundred sixty (160) square feet maximum for all sides.
Height: Ten (10) feet.
Street Setback: Five (5) feet.
Lighting: Full cut-off; top down directional, ground mounted directional or internal.
Landscaping: As contained elsewhere in this ordinance.

(d) **Freestanding Signs**
Number: Limited to one (1) per street frontage or drive entrance, provided that no freestanding sign is located closer than a minimum of 300 feet to another freestanding or monument sign on the same property.
Area: One-hundred fifty (150) square feet per side of sign, three-hundred (300) square feet maximum for all sides, except for freestanding signs within an area between Interstate Highway 94 and a distance fifty (50) feet beyond the outermost right-of-way edge of the Frontage Road may be up to three-hundred (300) square feet per side of sign and six-hundred (600) square feet maximum for all sides.

Height: Twenty (20) feet, except for freestanding signs within an area between Interstate Highway 94 and a distance fifty (50) feet beyond the outermost right-of-way edge of the Frontage Road may be up to thirty (30) feet.
Street Setback: Fifteen (15) feet.
Lighting: Full cut-off; top down directional, ground mounted directional or internal.
Landscaping: As contained elsewhere in this ordinance.

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

(e) **Wall Signs**

1 Single-Tenant Buildings
Number: One (1) per public entrance or wall/façade which fronts upon a public right-of-way or private drive.
Area: Limited to 1.5 times the length of the wall on which the sign is to be placed, up to a maximum of six-hundred (600) square feet.
Height: ~~Twenty (20) feet in height above the mean centerline street grade~~Shall comply with the height requirements of the zoning district in which the sign is located.
Extension: Shall not extend more than twelve (12) inches outside of a building's wall surface.
Lighting: Full cut-off; top-down directional, or internal.
Landscaping: None required.

2 Multi-Tenant Buildings and Shopping Centers
Number: One (1) per tenant, plus each tenant may place one (1) wall sign per public entrance or wall/façade which fronts upon a public right-of-way or private drive and contained within the tenant's internal wall space or end cap wall area.
Area: Limited to 1.5 times the length of the wall on which the sign is to be placed, up to a maximum of six-hundred (600) square feet.
Height: ~~Twenty (20) feet in height above the mean centerline street grade~~Shall comply with the height requirements on the zoning district in which the sign is located.
Extension: Shall not extend more than twelve (12) inches outside of a building's wall surface.
Lighting: Full cut-off; top-down directional or internal.
Landscaping: None required.

12.21-9 R-9 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

(a) Primary Purpose and Characteristics

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

(b) Principal Uses

1 Community living arrangements having a capacity of 15 or fewer persons and which shall be in conformance with all state statutory requirements (2/18/92)

2 Essential services

3 Foster family homes having less than 4 foster children and not exceeding 8 total occupants and are in conformance with all state statutory requirements

~~3~~4 Multiple family dwellings not to exceed eight (8) units per structure with densities not to exceed 8.7 units per net acre served by public sanitary sewage facilities.

(c) Accessory Uses

1 Accessory buildings, such as detached garages, sheds and gazebos, and boathouses (see also section 12.27-6) (8/6/02)

2 Small wind energy system

3 Solar energy system

4 Swimming pools and spas (see also section 12.17) (8/6/02)

5 Fences (see also section 12.15) (8/6/02)

6 Decks and Patios (see also section 12.18.3)

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

1 Community living arrangements for 16 or more persons and which are in conformance with all state statutory requirements (2/18/92)

2 Model apartments and model condominiums and related temporary real estate sales office located within the model unit

~~3 Multiple family dwellings not to exceed eight (8) units per structure with densities not to exceed 8.7 units per net acre served by public sanitary sewage facilities.~~

~~4~~3 Utility substations

(e) Lot Area and Width

1 Lots shall have a minimum area of the larger of 10,000 square feet or 5,000 square feet per unit

2 All lots shall have a minimum width of 100 feet unless located on a cul-de-sac or curve in which case the lot frontage may be reduced to 50 feet of frontage provided there is at least 100 feet of width at the required building setback line.

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

1 No building or parts of a building shall exceed 35 feet in height

2 The minimum total floor area of a multiple-family residential structure shall be 1500 square feet, and the minimum first floor area of a multiple-family structure shall be 1,000 square feet. In addition thereto:

a efficiency or one-bedroom apartments shall have a minimum floor area per dwelling unit of 500 square feet

b two-bedroom apartments shall have a minimum floor area per dwelling unit of 750 square feet, and

c three or more bedroom apartments shall have a minimum floor area per dwelling unit of 1,000 square feet.

3 All residential dwellings shall be attached to a permanent foundation, be properly connected to all required utilities, have a building footprint of which the dwelling unit is not less than 24-feet in width for at least fifty (50) percent of the length, have a roof pitch of not less than 5/12, and an eave extension of at least twelve (12) inches, except residences with an architectural style defined as Colonial or Greek Revival. (9/5/06)

(g) Yards

1 Street yard - not less than 65 feet from the right-of-way of all Federal, State, and County Trunk highways and not less than 40 feet from the right-of-way of all other roads. (8/6/02)

2 Shore yard - not less than 75 feet from the ordinary high water mark of any navigable water. (11/5/86)

3 Side yard - not less than 15 feet in width on each side of all structures

4 Rear yard - not less than 25 feet.

(h) Authorized Sanitary Sewer System

1 Public Sanitary Sewer

12.21-10 R-10 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

(a) Primary Purpose and Characteristics

The R-10 Multiple-Family Residential District is intended to provide for multiple-family residential development, at densities not to exceed 10.8 dwelling units per developable net acre served by public sanitary sewage facilities. All new structures and uses and changes or additions to existing structures and uses shall be in compliance with the site plan review requirements of this ordinance (See Section 12.08-2). (8/6/02)

(b) Principal Uses

1 Community living arrangements having a capacity of 15 or fewer persons and which shall be in conformance with all state statutory requirements (2/18/92)

2 Essential services

3 Foster family homes having less than 4 foster children and not exceeding 8 total occupants and are in conformance with all state statutory requirements

4 Multiple-family dwellings not to exceed eight (8) units per structure (2/18/92)

(c) Accessory Uses

1 Accessory buildings, such as detached garages, sheds and gazebos, and boathouses (see also section 12.27-6) (8/6/02)

2 Small wind energy system

3 Solar energy system

4 Swimming pools and spas (see also section 12.17) (8/6/02)

5 Fences (see also section 12.15) (8/6/02)

6 Decks and Patios (see also section 12.18.3)

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

1 Community living arrangements for 16 or more persons and which are in conformance with all state statutory requirements (2/18/92)

~~2 Multiple-family dwellings not to exceed eight (8) units per structure (2/18/92)~~

~~3~~2 Model apartments and model condominiums and related temporary real estate sales office located within the model unit

~~4~~3 Utility substations

(e) Lot Area and Width

1 Lots shall have a minimum area of 12,000 square feet or 4,000 square feet per unit, whichever is larger, and

2 All lots shall have a minimum width of 120 feet unless located on a cul-de-sac or curve in which case the lot frontage may be reduced to 60 feet of frontage provided there is at least 120 feet of width at the required building setback line.

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

1 No building or parts of a building shall exceed 35 feet in height

2 The minimum total floor area of a multiple-family residential structure shall be 2,000 square feet, and in addition thereto:

a the minimum floor area per dwelling unit for an efficiency or one bedroom apartment shall be 400 square feet;

b the minimum floor area per dwelling unit of a two-bedroom apartment shall be 600 square feet;

c and the minimum floor area per dwelling unit of a three or more bedroom apartment shall be 800 square feet.

3 All residential dwellings shall be attached to a permanent foundation, be properly connected to all required utilities, have a building footprint of which the dwelling unit is not less than 24-feet in width for at least fifty (50) percent of the length, have a roof pitch of not less than 5/12, and an eave extension of at least twelve (12) inches, except residences with an architectural style defined as Colonial or Greek Revival. (9/5/06)

(g) Yards

1 Street yard - not less than 65 feet from the right-of-way of all Federal, State, and County Trunk highways and not less than 40 feet from the right-of-way of all other roads. (8/6/02)

2 Shore yard - not less than 75 feet from the ordinary high water mark of any navigable water (11/5/86)

3 Side yard - not less than 15 feet in width on each side of all structures.

4 Rear yard - not less than 25 feet.

(h) Authorized Sanitary Sewer System

1 Public Sanitary Sewer

12.21-11 R-11 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

(a) Primary Purpose and Characteristics

The R-11 Multiple-Family Residential District is intended to provide for multiple-family residential development, at densities not to exceed 12.4 dwelling units per developable net acre, served by public sanitary sewage facilities. All new structures and uses and changes or additions to existing structures and uses shall be in compliance with the site plan review requirements of this ordinance (See Section 12.08-2). (8/6/02)

(b) Principal Uses

1 Community living arrangements having a capacity of 15 or fewer persons and which shall be in conformance with all state statutory requirements (2/18/92)

2 Essential services

3 Foster family homes having less than 4 foster children and not exceeding 8 total occupants and are in conformance with all state statutory requirements

4 Multiple-family dwellings (2/18/92)

(c) Accessory Uses

1 Accessory buildings, such as detached garages, sheds and gazebos, and boathouses (see also section 12.27-6) (8/6/02)

2 Small wind energy system

3 Solar energy system

4 Swimming pools and spas (see also section 12.17) (8/6/02)

5 Fences (see also section 12.15) (8/6/02)

6 Decks and Patios (see also section 12.18.3)

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

1 Community living arrangements for 16 or more persons and which are in conformance with all state statutory requirements (2/18/92)

~~2 Multiple-family dwellings (2/18/92)~~

~~3~~2 Housing for the elderly

~~4~~3 Model apartments and model condominiums and related temporary real estate sales office located within the model unit

~~5~~4 Utility substations

(e) Lot Area and Width

1 Lots shall have a minimum area of 20,000 square feet or 3,000 square feet per unit, whichever is larger, and

2 Lots shall have a minimum width of 120 feet unless located on a cul-de-sac or curve in which case the lot frontage may be reduced to 60 feet of frontage provided there is at least 120 feet of width at the required building setback line.

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

1 No building or parts of a building shall exceed 35 feet in height

2 The minimum total floor area of a multiple-family residential structure shall be 3,000 square feet, and in addition thereto:

a the minimum floor area per dwelling unit for an efficiency or one bedroom apartment shall be 300 square feet;

b the minimum floor area per dwelling unit of a two-bedroom apartment shall be 500 square feet;

c and the minimum floor area per dwelling unit for a three or more bedroom apartment shall be 600 square feet.

3 All residential dwellings shall be attached to a permanent foundation, be properly connected to all required utilities, have a building footprint of which the dwelling unit is not less than 24-feet in width for at least fifty (50) percent of the length, have a roof pitch of not less than 5/12, and an eave extension of at least twelve (12) inches, except residences with an architectural style defined as Colonial or Greek Revival. (9/5/06)

(g) Yards

1 Street yard - not less than 65 feet from the right-of-way of all Federal, State, and County Trunk highways and not less than 40 feet from the right-of-way of all other roads. (8/6/02)

2 Shore yard - not less than 75 feet from the ordinary high water mark of any navigable water. (11/5/86)

3 Side yard - not less than 15 feet in width on each side of all structures.

4 Rear yard - not less than 25 feet.

(h) Authorized Sanitary Sewer System

1 Public sanitary sewer

12.29-8 STANDARDS FOR CONDITIONAL USES

12.29-8(b)90:

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

~~a In the R-9 District, dwellings containing between four and eight units per structure shall not be located closer than three hundred feet to any parcel of land zoned for a single-family residence.~~

~~b Additionally, all applicants for developments of multiple family dwellings in the R-9, R-10, or R-11 Districts shall submit an application substantially complying with Section 12.26-4(h) of this Ordinance, which shall be reviewed pursuant to conditional use procedures and according to the additional standards contained in Section 12.26-4(k)1.a. to d.~~

APPENDIX "A"---DEFINITIONS

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

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

~~Quarter Sections~~	~~Section~~
~~NE, NW, SW~~	~~15~~
~~SE~~	~~16~~
~~SE~~	~~20~~
~~NE, NW, SE, SW~~	~~21~~
~~NW~~	~~22~~
~~NE, NW, SE, SW~~	~~28~~
~~NE, NW, SE, SW~~	~~29~~
~~NE, NW, SE, SW~~	~~32~~
~~NE, NW, SE, SW~~	~~33~~

FLOODLANDS (3/1/94)

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

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

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

EXECUTIVE SUMMARY

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

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

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

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

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

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

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

FILED
03-20-2019
Clerk of Circuit Court
Kenosha County
2019CV000337
Honorable David Bastianelli
Branch 1

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY

RICHARD A. WEEKS and
ROBERTA L. WEEKS,
8726 38th Street,
Village of Somers, WI, 53144,

and

ICKY RICKY'S,
a sole proprietorship,
8726 38th Street,
Village of Somers, WI, 53144,



Plaintiffs,

vs.

KENOSHA COUNTY
5700 6th Ave,
Kenosha, WI 53140,

and

KENOSHA COUNTY
DIVISION OF HIGHWAYS
19600 75th St., Suite 122-1
Bristol, WI 53104

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiffs named above have filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Kenosha County Courthouse, 912 56th Street, Kenosha, WI 53140, and to Eminent Domain Services, LLC - 131 W. Wilson Street, Suite 304 Madison, Wisconsin 53703. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 18th day of March 2019.

Eminent Domain Services, LLC

Electronically Signed by Erik S. Olsen
Electronically Signed by Andrew D. Weininger

Erik S. Olsen
State Bar No.: 1056276
Andrew D. Weininger
State Bar No.: 1084096

131 W. Wilson St., Ste. 304
Madison, WI 53703-3270
Telephone: (608) 535-6109
Facsimile: (608) 338-0889

FILED
03-20-2019
Clerk of Circuit Court
Kenosha County
2019CV000337
Honorable David Bastianelli
Branch 1

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY

RICHARD A. WEEKS and
ROBERTA L. WEEKS,
8726 38th Street,
Village of Somers, WI, 53144,

and

ICKY RICKY'S,
a sole proprietorship,
8726 38th Street,
Village of Somers, WI, 53144,

Plaintiffs,

vs.

KENOSHA COUNTY
5700 6th Ave,
Kenosha, WI 53140,

and

KENOSHA COUNTY
DIVISION OF HIGHWAYS
19600 75th St., Suite 122-1
Bristol, WI 53104

Defendants.

COMPLAINT

Now come RICHARD A. WEEKS, ROBERTA L. WEEKS and ICKY RICKY'S by their attorney Eminent Domain Services, LLC, by Erik Olsen and Andrew Weininger, attorneys for the Plaintiffs, and allege and plead as follows:

1) This is a right-to-take action brought under Wis. Stat. § 32.05(5), the 5th and 14th Amendments to the United States Constitution, 42 U.S.C. § 1983, Wis. Const. art. I, § 13, 42 U.S.C. §§ 4601–55, 6102, 49 C.F.R. § 24.8, 49 CFR § 24.102, Wis. Stat. § 32.05(2a), and Wis. Stat. § 840.03(1).

2) The Plaintiffs own certain real estate ("the Property") in Kenosha County, where their home is located and also where their business is located. The Property consists of a bar with attached living areas, several supporting structures, and a five acre lease. The Property is further described in the redacted jurisdictional offer for Parcel 1 ("the Jurisdictional Offer"), which is attached hereto as Exhibit A and incorporated herein by reference.

3) Plaintiffs Richard A. Weeks and Roberta L. Weeks are adult residents of the state of Wisconsin.

4) Icky Ricky's is a Wisconsin sole proprietorship.

5) The Plaintiffs will be displaced the Project.

6) Defendants Kenosha County, the Kenosha County Division of Highways, and their officers, agents, employees, and contractors (collectively the "Condemning Authorities"), located at the addresses above-captioned, are using eminent domain to take property from the Plaintiffs for a road expansion project (the "Project"). This complaint challenges both the taking and the procedural and substantive precursors to the taking as further outlined and noticed by this complaint.

7) The Project is regulated by Wis. Stat. ch. 32.

8) The Project is regulated by Federal Law including 42 U.S.C. § 61 and 49 C.F.R. § 24.

9) As part of the Project, the Defendants are attempting to acquire land from the Plaintiffs as further outlined in the Jurisdictional Offer which is attached hereto and incorporated

herein by reference (the "Taking").

10) The Taking implements or executes a policy statement, ordinance, regulation, or decision officially adopted and promulgated by the Defendants' officers, agents, employees, and contractors, and the Defendants acted under the color of law when they deprived the Plaintiffs of right(s) under federal law and the federal constitution including rights under the Uniform Act and under the right to the equal protection of the laws.

11) The Defendants' attempted taking of Plaintiffs' property is defective for the following reasons:

a. The Defendants failed to negotiate in good faith prior to making the Jurisdictional Offer and otherwise violated the applicable laws in the following ways: by attempting to acquire more property than was actually needed for the Project, and instead of concurrently offering to acquire the uneconomic remnant left by the Project, simply taking the whole property without providing the landowners with the option to keep the remnant, by failing to provide appropriate relocation assistance as required by law, by violating Federal law and Wisconsin law, and by conducting the acquisition in such a way that it forced the Plaintiffs to initiate a lawsuit against the Condemning Authorities.

b. The Defendants also failed to identify a legally adequate replacement property for relocation purposes for both the residential and business aspects of the Property, as shown the attached Exhibit B which is incorporated herein by reference. The Defendants only identified one replacement property and that property was inadequate because it required substantial construction including demolishing a wall between two abutting buildings as shown in the attached Exhibit B which is incorporated by reference, which may or may not have been architecturally feasible, installing a bar facility in the space, fixing what appeared to be a sinking

and compromised foundation, and converting a grassy area behind the buildings into a parking lot. Even if all of the changes could have been made, it is unclear if it would have been possible to obtain the necessary licenses for the new facility, and even if the necessary licenses were obtained, the proposed replacement facility is too far from the subject, therefore requiring the Plaintiffs to essentially start a new business in a different location, as it would be unreasonable to expect their customers to travel that far. Because the proposed replacement property would not be capable of maintaining the Plaintiffs' business as it currently is, it would not be a relocation, but rather the forced creation of a new business and is therefore not a comparable replacement property.

c. The Taking exceeds the scope of the relocation order, or the Taking outlined in the relocation order exceeds the scope of what is necessary for the road project, or the relocation order is otherwise defective;

d. The relocation order is void due to its failure to comply with the requirements defined under law;

e. The Condemning Authorities have failed to adequately relocate the Plaintiff as required under Wisconsin law and 49 CFR § 24 and since they have yet to identify a comparable replacement property, have failed to give the requisite 90 day notice;

12) Wherefore, the Jurisdictional Offer is void and the Taking is void.

RELIEF SOUGHT

WHEREFORE, the Plaintiffs demand Judgment from the Court against Defendants as follows:

A. For an order declaring the Jurisdictional Offer, and all actions undertaken thereafter by Defendants, null and void;

B. For an order prohibiting the recordation of an Award of Damages or voiding it if it has been recorded and a preliminary injunction and injunction against the Defendants;

C. For judgment determining that the Defendants do not have the right to condemn part or all of the property described in the Jurisdictional Offer;

D. For an order requiring Defendants to pay Plaintiffs' litigation expenses in accordance with applicable statutes; and

E. For such other relief as available and appropriate under the statues cited in this complaint, and as the Court may otherwise find just and equitable.

Dated this 18th of March.

EMINENT DOMAIN SERVICES, LLC

Electronically signed by Erik S. Olsen
Electronically Signed by Andrew D. Weininger

Erik S. Olsen
State Bar No.: 1056276
Andrew D. Weininger
State Bar No.: 1084096

131 W. Wilson St., Ste. 304
Madison, WI 53703-3270
Telephone: (608) 535-6109
Facsimile: (608) 338-0889

Exhibit A

von Briesen
von Briesen & Roper, s.c. | Attorneys at Law

TAGLaw International Lawyers

Smitha Chintamaneni
Direct Telephone
414-287-1513
schintamaneni@vonbriesen.com

Amended March 8, 2019

CERTIFIED MAIL

Mr. Erik S. Olsen
Eminent Domain Services LLC
131 West Wilson Street, Suite 304
Madison, WI 53703

Re: Project ID 3210-00-5
Kenosha County - CTH S Expansion
Subject: Parcel 1

Dear Mr. Olsen:

On September 7, 2018, your clients were issued Kenosha County's initial offer to purchase new right of way required for the expansion of County Trunk Highway S. The initial offer was based upon an appraisal prepared by Single Source, Inc. On February 26, 2019, your clients were issued a revised offer from the County in an attempt to negotiate for the purchase of the property.

Because the negotiations for this transaction have failed to reach a satisfactory conclusion, it is now necessary for Kenosha County to provide your clients with the enclosed Jurisdictional Offer. The Jurisdictional Offer was mailed yesterday, March 7, 2019, but the legal description was inadvertently omitted from the package. Enclosed is another copy of that Jurisdictional Offer and the legal description.

Providing this Jurisdictional Offer is one of the required actions set forth in Chapter 32 of the Wisconsin Statutes in order to acquire lands and interests through the eminent domain process. This process is more fully explained in the information sheet entitled, "The Rights of Landowners under Wisconsin Eminent Domain Law," that was previously given to your clients.

Your clients now have twenty (20) days from the postmark date of this mailing to either accept or reject the Jurisdictional Offer.

It remains Kenosha County's desire to reach a negotiated settlement. Please carefully consider this Jurisdictional Offer, and should your clients wish to accept the terms, please sign it as accepted on the second page and mail it to me.

If there is no response from you or your clients by March 28, 2019, the County will presume that this offer is rejected, and will then proceed to acquire this parcel through the eminent domain process by issuing an Award of Damages pursuant to section 32.05(7) of the Wisconsin Statutes.

Please call me if you have any questions regarding the terms of this Jurisdictional Offer.

Very truly yours,

von BRIESEN & ROPER, s.c.

Smitha Chintamaneni

SC:amb
Enclosures

cc: Richard A. Weeks and Roberta L. Weeks, 8726 38th Street, Kenosha, WI 53144 (Via Certified Mail)
Middle Branch Saloon, LLC, c/o Sharon Christnovich, Registered Agent, 1204 E. Oakwood Road, Oak Creek, WI 53154 (Via Certified Mail)

1282478_1.DOCX

JURISDICTIONAL OFFER

lps1756 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date
March 6, 2019

To
Richard A. Weeks and Roberta L. Weeks, husband and wife, ("Owner") and Middle Branch Saloon, LLC ("Vendor").

Relocation Order Date	Relocation Order	County	Public Purpose for Property
01/16/2019	Filed in the office of the County Clerk on 01/17/2019	Kenosha	Highway or other transportation related purposes

Kenosha County, hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest, all as particularly described on attached page, and agrees to pay the sum of:

[redacted] [redacted]

within 30 days from the acceptance of this offer.

A. The said property, and/or rights as described, are required by Kenosha County for the public purpose stated above, as more fully described in the Relocation Order, date and place of filing specified above. Kenosha County in good faith intends to use the above-described property for such public purpose.

B. Kenosha County proposes to occupy and the Owner will vacate the premises on June 15, 2019.

C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

(a)	Loss of land, including improvements and fixtures actually being acquired	[redacted]
(b)	Damages caused by loss of existing rights of access	$
(c)	Damages caused by loss of air rights	$
(d)	Damages caused by loss of legal nonconforming use	$
(e)	Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land	$
(f)	Damages to property abutting on a highway right of way due to change of grade	$
(g)	Cost of fencing reasonably necessary to separate land taken from remainder	$
(h)	Market value of uneconomic remnant	$
(i)	Other	$
Total		[redacted]

Compensation for additional items of damage listed in s. 32.19 and s. 32.195 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.

D. The purchase price is based upon an appraisal of the Owner's property a copy of which has been provided to the Owner. If required, the appraisal is available for inspection at the Kenosha County Highway Commissioner's Office.

E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to the above mentioned 20-day deadline; and the offer and acceptance must be delivered to agent for Purchaser: Clement Abongwa, Director/Highway Commissioner Kenosha County Center 19600 75th St., Suite 122-1, Bristol, WI 53104-9772 not later than regular office closing time of 5:00 p.m. on the abovementioned 20-day deadline, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than the abovementioned 20-day deadline.

F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.

G. If Owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

H. Owner has 2 years from the date of the recording of an award, as described in s. 32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. This right of appeal is subject to the provisions of s.32.05(9)(a) and (11), Wis. Stats.

I. The law provides for the payment of litigation expenses by the condemnor, under certain circumstances.

J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 30 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 30-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.

K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.

L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.

M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.

N. If all persons or entities designated as an Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.

O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Description on additional page(s). Land and Improvements.

P. This offer, if accepted by Owner, shall constitute a binding contract.

Clement Abongwa 03/07/2019

Clement Abongwa, P.E.

Director/Highway Commissioner, Kenosha County
Title

If owner is not a firm or corporation, check and sign here:
☐ Accepted ☐ Rejected

Owner Signature Date

Owner Signature Date

Owner Signature Date

Owner Signature Date

If owner is a firm or corporation, check and sign here:
☐ Accepted ☐ Rejected

Name of firm or corporation

Officer Signature Date

Title

Officer Signature Date

Title

If vendor is not a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Owner Signature Date

Owner Signature Date

Owner Signature Date

Owner Signature Date

If vendor is a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Name of firm or corporation

Officer Signature Date

Title

Officer Signature Date

Title

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described in as follows:

Certified Survey Map No. 953, recorded May 20, 1983, in Volume 1133, Page 568, as Document No. 703127 and being part of the Northwest¼ of Section 28, Town 2 North, Range 22 East of the Fourth Principal Meridian, AND Part of Certified Survey Map No. 954, being in the Northwest¼ of Section 28, Town 2 North, Range 22 East of the Fourth Principal Meridian and being more particularly described as: Commencing at the Southwest corner of said ¼ Section; thence North 89° 48' 38" East, 165.00 feet; thence North 1 ° 26' 02" West parallel to the West line of said ¼ Section, 60.01 feet to a point on the East line of Certified Survey Map No. 953 and the point of beginning of the parcel to be herein described; thence continue North 01 ° 26' 02" West along said East line and parallel to the West line of said ¼ Section, 203.99 feet to the Northeast corner of said Certified Survey Map No. 953; thence South 89° 48' 38" West along the North line of said Certified Survey Map and parallel to the South line of said ¼ Section, 165.00 feet to the West line of said¼ Section and to a point on the West line of Certified Survey Map No. 954, a plat of record; thence North 01 ° 26' 02" West along said West line, 38.50 feet; thence South 84 ° 09' 00" East, 186.47 feet; thence South 01 ° 26' 02" East parallel to the West line of said¼ Section, 222.86 feet to the North right of way line of State Trunk Highway 142; thence South 89° 48' 38" West along said North right of way line and parallel to the South line of said¼ Section, 20.00 feet to a point on the East line of aforesaid Certified Survey Map No. 953 and the point of beginning; INCLUDING highway and BEING SUBJECT TO a public highway over and across the Westerly portion thereof, lying and being in the Village of Somers, Kenosha County, Wisconsin.

This parcel contains 1.215 Acres, more or less.

TAX KEY: 80-4-222-282-0201 PLAT PARCEL 1

Exhibit B

TerraVenture ADVISORS

March 5, 2019

Via Certified Mail
#7015 3010 0000 4044 7598

Richard & Roberta Weeks
Icky Ricky's Tavern
8726 38th Street
Kenosha WI 53144

Re: CTH S
Project #3210-00-05

Dear Icky Ricky's C/O Mr. & Mrs. Weeks:

Kenosha County is currently negotiating for the acquisition of the property your business currently occupies. As a business relocatee, you may be eligible for certain relocation payments to assist you in either purchasing or renting a replacement property for your business. This letter provides information on the replacement business payment under Wisconsin State Statute s. 32.19(4m) and Wisconsin Administrative Code ADM 92, Subchapter IV.

A "business" under ADM 92.01(5) is a legal activity conducted: for the purchase, sale, lease or rent of personal and real property and to manufacture, process, or market a product, commodity or other personal property; for the sale of a service to the public; or as a non-profit organization. To qualify for a replacement business payment, a business must be operating at the property being acquired for at least one year before the initiation of negotiations to purchase the property.

Business Categories and Eligibility – For the purposes of a replacement business payment, state law defines two categories of business – an owner displaced business and a tenant displaced business.

An owner displaced business is a displaced person who owned the real property being acquired and also owned the business operation conducted on the real property being acquired. An owner displaced business is eligible for a replacement business payment. (s. 32.19(g), Wis. Stats.) The business replacement payment contains two components for determined eligibility: a price differential and an estimate of reasonable project costs.

Documentation Required - Under Wisconsin relocation law, documentation is required to verify your eligibility to receive benefits, whether claiming eligibility as either an owner or tenant displaced business. We request that you submit a signed copy of your latest business income tax return. Applicable tax forms include:

Sole Proprietorship-Schedule "C" or" F"(Form 1040: Profit and Loss Farm/Business)
Partnership - Schedule "K-1" (Form 1065: U.S. Partnership Return and Income)
Limited Liability Company (LLC): An LLC business entity must file as a corporation, partnership or sole proprietorship tax return.
"C" Corporation (Form 1120 or 1120A: U.S. Corporation Income Tax Return)
"S" Corporation (Form 1120S: U.S. Income Tax Return for an "S" Corporation)
Non-profit Organization (Form 990: Return of Organization Exempt from Income Tax)

Your information is important to proceed with the relocation process and will be kept confidential as part of your relocation file. Without this documentation, you may not qualify to receive any replacement business payment.

There are other benefits described in this package that are available to you as a displaced business. These benefits include moving expenses and re-establishment expenses.

Please submit your documentation to:

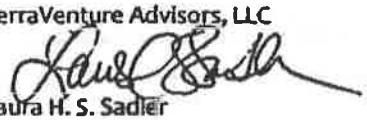
Laura Sadler
Relocation Specialist
TerraVenture Advisors, LLC
13500 Watertown Plank Road Ste 200
Elm Grove, WI 53122

If you have any questions or concerns regarding this request or your benefit eligibility, please do not hesitate to contact me at 414-327-2607.

Thank you for your cooperation.

Sincerely,

TerraVenture Advisors, LLC



Laura H. S. Sadler
Real Estate Specialist

Enclosures

BUSINESS REPLACEMENT PAYMENT – OWNER

Computation Form
RE1609 09/2018

Wisconsin Department of Transportation

☑ Original ☐ Revised

Subject Property

Business Legal Name – Filed with State of Wisconsin: Icky Ricky's / Richard & Roberta Weeks			Land Area: 0.057 Acres
Address: 8726 38th St., Kenosha, WI 53144		No. Parking Stalls: Approx 40	Total Area of Subject Building(s): 3,076 sq. ft. (50%)
Subject Prop. Use Type-Business Farm Non Profit: Bar Tavern / Mixed use with Residential		Building Age: 80+	State of Repair: Average
Type of Construction: Frame with stone and wood siding	Code Compliant: yes	Type of Neighborhood: transitional	
Utilities Available: Well, Septic, Gas, Electric		Access to Public Services: N/A	Soil Quality: Suitable for building and

☑ **Yes, Carve-out** – Attach explanation. Mixed Use Property – Allocation Attached.
☐ No Carve-out

Section A – Available Comparable Property – Computations are made using Comparable Property A listed below

Comparable Property	Address or Location	List Price
A	34500 Geneva Road, New Munster, WI 53152	$241,500
B		$
C		$

Section B – Business Replacement Payment Calculation

1. List Price of Comparable A	$241,500
2. Less Acquisition Price of subject property	$307,500
3. Equals	$0
4. Plus Total for Comparable A under Section D	$286,000
5. Equals Business Replacement Payment indicated calculated maximum payment	$286,000

Section C – Computation of rent supplemental payment for owner-occupant

1. New monthly rent (from Comparable A) at $ per month x 48 months	$
2. Less economic monthly rent at $ per month x 48 months	$
3. Equals Business Replacement Payment owner-occupant changing status to tenant (not to exceed total of Section B)	$

Section D – Costs of necessary physical changes to comparable properties

Discussion of physical changes and justification for each must be included with supporting documentation of each comparable property along with the listing information with cost sources as reasonable project costs.

Comparable Property	Brief description of changes needed	Total Cost
A	Electrical reconfiguration/update to present code/combine service	$95,000
B	Renovation of bar and combine two spaces into all bar area	$150,000
C	HVAC reconfiguration for combined space	$40,000

NOTE: Computations are maximum amounts. Only those amounts actually spent and other reasonable project costs, up to the maximum will be reimbursed.

Attachments
*Business Comparison Chart
*Documentation of comparable properties from source of information with cost information and sources of any necessary physical changes

Relocation Specialist Statement of Certification - I certify that:
1. The determination of the amount of this payment as shown in the computations on this document is correct to my knowledge;
2. I understand that the determination may be used in connection with a Federal Aid Project;
3. I have no direct or indirect present or contemplated interests in this transaction nor will I derive any benefit as a result.

APPROVAL RECOMMENDED: _____ 2/26/19
Relocation Specialist — Date

COMPUTATION APPROVED BY: _____ 3/1/19
BTS-RE Statewide Relocation Facilitator — Date

	Project ID	Project	County	Parcel
	3210-00-05	Hwy 8	Kenosha	1, Unit 2

Kenosha County Approval: _____ March 04, 2019

BUSINESS REPLACEMENT PAYMENT – OWNER

Wisconsin Department of Transportation

Comparison Chart

ITEM	SUBJECT PROPERTY	COMPARABLE A	COMPARABLE B	COMPARABLE C
Business Legal Name	Icky Ricky's	Dave's Saloon		
Unit Type – Business, Farm, Non-Profit	Tavern portion of mixed use	Tavern portion of mixed use		
Address	8726 38th Street, Kenosha, WI	34500 Geneva Rd, New Munster		
Functionally equivalent		Yes		
Distance from subject		18.4 miles		
Land area	0.881 acres	0.34 acres		
Total Area of Subject Building(s)	3,076 SF Tavern	3,780 SF		
Type of Construction	Frame, with wood, stone exterior	Frame with vinyl siding		
State of Repair	Average	Average		
Building Age	80+ years	90+ years		
Utilities Available	Well, Septic, Electric, Gas	Water, sewer, Electric, Gas		
Zoning	B-3 Highway Business	B-2 Community Business District		
Code Compliant	Licenses in place	Licenses in place – transfer negotiable		
No. Parking Stalls	Estimate 40 stalls	12 stalls + street parking		
Access to Public Services	Emergency and Highway	Emergency and Street		
Cost of necessary physical changes to comparable properties		$285,000		$
List Price	$	$241,500		$
Total Cost	$307,500	$526,500		$

All properties identified are considered comparable. The BRP is calculated utilizing the costs associated with Comparable A.

Explanation (Attach further pages if necessary.):
The subject is a mixed-use property with use for both the Tavern business and owner residence. The total cost of the subject is the allocated price of the subject's business use. Both the tavern and residence have above average square footage. The subject does not have a kitchen for food service and the listing states space for future full kitchen, but currently the comparable only offers Pizza. A review of alterations needed at the comparable resulted in a general estimate by Guthrie Property Services, LLC in approximately $285,000. Please see the attached Reasonable Project list the agent compiled and the estimate from Guthrie.

	Project ID 3210-00-05	Project Hwy 3	County Kenosha	Parcel 1, Unit 2

Richard and Roberta Weeks
Icky Ricky's
8726 38th Street
Kenosha, WI 53144
3210-00-05 Parcel 1

Appraised Value: $615,000
Total Building SF: 6,152
Business purpose: 3,076 SF
Residential purpose: 3,076 SF

Allocation of compensation and use for the subject.

Residential
3,076 SF/6,152 SF = 50%
$615,000 x 50% = $307,500

Business
3,076 SF / 6,152 SF = 50%
$615,000 x 50% = $307,500

Address: 34500 Geneva Rd Hwy Munster, Wisconsin 53152 Taxed by: Wheatland MLS #: 1611467



Property Type: Commercial
Status: Active
Taxes: $5,113
Tax Key: 95-4-119-031-0350
Addtl Tax Key#: 95-4-119-031-0300
County: Kenosha

List Price: $525,000
For Sale/Lease: For Sale Only
Est. Acreage: 0.34
Tax Year: 2017
Days On Market: 130

Est. Total Sq. Ft.: 8,160
Lot Description: 92 x 165
Flood Plain: No
Occ. Permit Required: N
Zoning: B-2

Est. Year Built: 1920
Year Established:
Parking: 12
Occupied: Y

Bus/Com/Ind: Commercial
Name of Business:
Industrial Park Name:
Lease Amount: $ /
Avg Rent/SqFt: $0

Sched. Gross Income: $0
Gross Operating Inc: $0
Net Operating Income: $0
Total Operating Exp: $0
Vacancy Allowance: $

Directions: Hwy 50 to Geneva Rd, south to address
PIN/PR ID: 50809

Type Commercial:	Other	Heating/Cooling:	Natural Gas, Forced Air
Type of Business:	Tavern/Bar	Water/Waste:	Municipal Water; Municipal Sewer
Location:	Corner	Municipality:	Town
# of Stories:	2	Miscellaneous:	Fixtures; Other
Proximity to HWY:	Other	Occupied:	10%-20% Vacant
Road Frontage:	Town/City Road	Basement:	Full
Exterior:	Vinyl; Other	Expenses Include:	Other
Roofing:	Rubber; Metal	Licenses:	Liquor
Avg Ceiling Height:	8'-10'	Sale Includes:	Real Estate; Rental Units; Outbuilding(s)
Truck Door Height:	No Truck Door	Documents:	Listing Contract; Seller Condition; Other
		Occupancy:	Immediate

Remarks: What an opportunity! This mixed use property is a truly turn-key investment. Substantial and tasteful improvements are all in place allowing you to step in and take over. New roofs, windows, siding, rehabbed apartments and more. Clean as a whistle from top to bottom! Three apartments offers huge room sizes & tall ceilings and include a 4 bed, a 3 bed & a 1 bed. First floor offers the iconic Daves Saloon with full bar, new walk in, large prep area perfect for future full kitchen & dumbwaiter basement with exterior access ideal for liquor deliveries. Add. storefront could be used for additional din space banquets, more! Fixtures, equipment, video gaming more included in sale. Lg corner lot with ample parking & green space & separate 2 car gar. You will be impressed with this property.
Private Remarks: Marc Frisco co-Lister. Licenses are negotiable; business transferred w/ sale w/ fixtures & name only. Sq ft to be verified by buyer. Financials & showing of complete property (occupied units) only after a NDA is signed & buyer financial qualification provided. Existing beer draft system not connected but easily adapted to basement or walk in. Two parcels transferred.
Showing Information: Must confirm, Agent to be present for showings. Call/text Heather or Marc 262-705-0112. co-listed with Marc Frisco.
Inclusions: Consumables at time of closing, 4 video gaming machines, rent roll, security deposits, trade fixtures, trade name, licensing as transferable.
Exclusions: certain decor items, water softener rented, ice bin, gun system rented, 1 of 5 video gaming machines is leased. Dart board, pool table, juke box, ATM leased, owners receive portion of leased items.

Sub Agent Comm: 2.4 %	Excl. Agency Contract: N	Broker Owned: N	Electronic Consent: No
Buyer Agent Comm: 2.4 %	Var. Comm.: N	Owner of record	
Limited/Unserviced: No	Named Prospects: N		

Listing Office: RE/MAX Newport Elite: 30138 Ph: 262-925-9000 Fax: 262-694-3231 URL: www.MoveToKenosha.com	Listing Agent: Heather M Thompson ABR: 21580 Ph: 262-206-0494 Cell: Fax: 262-694-3231 Email: heathers_homes@yahoo.com	LA Address: 6005 Green Bay Rd Suite 104 Kenosha, WI 53142 LO License #: 83434B-91 LA License #: 86210-94

This information contained herein is provided for general information purposes only. If any of the above information is material or being utilized in determining whether to purchase, the prospective buyer should personally verify same or have it confirmed by a qualified expert. The information is not guaranteed to be complete, accurate, or current and includes but is not limited to total square footage / acreage figures, land, building or room dimensions and all other measurements of any sort or type. Equal housing opportunity listing.
Copyright 2019 by Lakeside Data Service, Inc. Sold
Prepared by Scott Dellenbach, SWD Realty, LLC. on Tuesday, February 26, 2019 4:43 PM.

Allocation of Listing 1611467
34500 Geneva Rd, New Munster, WI
$525,000; 8,160 SF total
Biz use: 3,780 SF
Res use: 4,380 SF

Allocation of Business Use:
3,780/8,160 = 46%
46% of $525,000 = $241,500

Allocation of Residential Use:
4,380/8,160 = 54%
54% x $525,000 = $283,500

Reasonable Project Costs
34500 Geneva Road

Create double-sided or U shaped bar
- **Move electric in short wall**
- **Build bar**
- **Barback reshelves**

Open storefront unit into bar
- **Remove / alter wall**
- **Kitchen removal**
- **Lighting**
- **Wall covering**

Guthrie Property Services, LLC
W349 34051 Waterville RD
DOUSMAN, WI 53118

BILL TO:
TerraVenture Advisors
13500 Watertown Plank Rd Suite 200
Elm Grove WI 53122

DATE: FEB 25 2019
INVOICE 1903

FOR: HWY S
Kenosha
CO. /RPC

DESCRIPTION		RATE	AMOUNT
TRIP CHARGE	41Miles	0.68	$ 47.58
Reno Range for property 34600 Geneva Rd New Munster WI	3.5hrs	75.00	262.50
ELECTRICAL: 85k-95k Plus permits. Not including any additions other than complying with uniform code to combine Store Front and Bar service.			
BAR/INFASTRUCTURE: All demo to existing store, opening up wall between properties. Adding one drink/sink station, updating current station construction of bar, reconfiguring coolers in center. ADA closet in store. 150k			
HVAC: Update/reconfigure current HAVC 30k-40k			
FIRE SUPPRESSION OR ADA COMPLIANCE: Unable to determine at this time, would need town requirments and engineering reports to bid correctly			
Total Project:			
		SUBTOTAL	$ 310.08
		TAX RATE	
		SALES TAX	
		DEPOSIT	
		TOTAL	$ 310.08

Make all checks payable to Ryan Guthrie 3025 N. 88th St Wauwatosa, WI 53222
Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

GL-13-19

FILED
03-20-2019
Clerk of Circuit Court
Kenosha County
2019CV000336
Honorable Chad G Kerkman
Branch 8

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY

RONALD F. RINALDI
9300 38th Street,
Village of Somers, WI 53144,

Plaintiff,

vs.

KENOSHA COUNTY
5700 6th Ave,
Kenosha, WI 53140,

and

KENOSHA COUNTY
DIVISION OF HIGHWAYS
19600 75th St., Suite 122-1
Bristol, WI 53104

Defendants.

RECEIVED
MAR 26 2019
MARY T. KUBICKI
COUNTY CLERK

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Kenosha County Courthouse, 912 56th Street,

Kenosha, WI 53140, and to Eminent Domain Services, LLC - 131 W. Wilson Street, Suite 304 Madison, Wisconsin 53703. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 18th day of March 2019.

Eminent Domain Services, LLC

Electronically signed by Erik S. Olsen
Electronically Signed by Andrew D. Weininger

Erik S. Olsen
State Bar No.: 1056276
Andrew D. Weininger
State Bar No.: 1084096

131 W. Wilson St., Ste. 304
Madison, WI 53703-3270
Telephone: (608) 661-8509
Facsimile: (608) 338-0889

FILED
03-20-2019
Clerk of Circuit Court
Kenosha County
2019CV000336
Honorable Chad G Kerkman
Branch 8

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY

RONALD F. RINALDI
9300 38th Street,
Village of Somers, Wisconsin, 53144,

Plaintiff,

vs.

KENOSHA COUNTY
5700 6th Ave,
Kenosha, WI 53140,

and

KENOSHA COUNTY
DIVISION OF HIGHWAYS
19600 75th St., Suite 122-1
Bristol, WI 53104

Defendants.

COMPLAINT

Now comes RONALD F. RINALDI by his attorney Eminent Domain Services, LLC, by Erik Olsen and Andrew Weininger, attorneys for the Plaintiff, and alleges and pleads as follows:

1) This is a right-to-take action brought under Wis. Stat. § 32.05(5), the 5th and 14th

Amendments to the United States Constitution, 42 U.S.C. § 1983, Wis. Const. art. I, § 13, 42 U.S.C. §§ 4601–55, 6102, 49 C.F.R. § 24.8, 49 CFR § 24.102, Wis. Stat. § 32.05(2a), and Wis. Stat. § 840.03(1).

2) The Plaintiff owns certain real estate ("the Property") in Kenosha County, where his home is located and also where his business is located. The Property consists of two houses and a number of outbuildings including an auto body shop and paint shop, a storage facility for vintage auto parts, and an accessory dwelling unit ("ADU") which, up until the displacement caused by the project, was being rented and provided rental income. The Property is further described in the two redacted jurisdictional offers for Parcels 15 and 16 (collectively "the Jurisdictional Offer"), which are attached hereto as Exhibit A and incorporated herein by reference.

3) The Plaintiff Ronald F. Rinaldi is a disabled adult resident of the state of Wisconsin who resides at the above captioned address.

4) The Plaintiff will be displaced the Project.

5) Defendants Kenosha County, the Kenosha County Division of Highways, and their officers, agents, employees, and contractors (collectively the "Condemning Authorities"), located at the addresses above-captioned, are using eminent domain to take property from the Plaintiff for a road expansion project (the "Project"). They have arbitrarily separated the taking from the Rinaldi property into two sub-takings labeled Parcel 15 and Parcel 16. This complaint challenges both sub-takings and the procedural and substantive precursors to both of the sub-takings, and alleges and asserts that there should have only been one taking (the "Taking"), as further outlined and noticed by this complaint.

6) The Project and the Taking are regulated by Wis. Stat. ch. 32.

7) The Project and the Taking are regulated by Federal Law including 42 U.S.C. § 61 and 49 C.F.R. § 24.

8) As part of the Project, the Defendants need part of the Plaintiff's land.

9) The Taking implements or executes a policy statement, ordinance, regulation, or decision officially adopted and promulgated by the Defendants' officers, agents, employees, and contractors, and the Defendants acted under the color of law when they deprived the Plaintiff of right(s) under federal law and the federal constitution including rights under the Uniform Act and under the right to the equal protection of the laws.

10) The Defendants' attempted Taking of Plaintiff's property is defective for the following reasons:

a. The Defendants failed to negotiate in good faith prior to making the Jurisdictional Offer and otherwise violated the applicable laws in the following ways:

i. By arbitrarily splitting the Taking into two separate sub-parcels,

ii. By attempting to acquire more property than was actually needed for the Project,

iii. By representing to the Plaintiff that they would re-establish Plaintiff's house and accessory dwelling unit on the Plaintiff's remaining property by tearing down the barn, moving the contents to a new pole building that the Defendant's relocation agents indicated they would have space to build to the east of the present location of the barn thereby allowing the Plaintiff's house to be moved back (north) and the ADU to be relocated somewhere to the east of its current location and further to the back of the property. The parties had discussed this plan and agreed that it was the primary plan,

iv. By failing to take action to reorient and re-establish the Plaintiff's home, barn, and ADU on his remaining property other than getting a house moving bid,

v. By failing to identify a legally adequate replacement property for

relocation purposes for both the residential and business aspects of the Property and by otherwise failing to provide relocation assistance as required by law including by not implementing the agreed upon relocation plan,

vi. By rendering part of the Plaintiff's property an uneconomic remnant without concurrently offering to acquire the uneconomic remnant as mandated under Wisconsin law and Federal law and by acquiring a different part of the Plaintiff's property, which was an uneconomic remnant, without giving the Plaintiff the opportunity to retain it, thereby violating Federal law and Wisconsin law,

vii. And by conducting the acquisition in such a way that it forced the Plaintiff to initiate a lawsuit against the Condemning Authorities.

b. The Taking exceeds the scope of the relocation order, or the Taking outlined in the relocation order exceeds the scope of what is necessary for the road project, or the relocation order is otherwise defective;

c. The relocation order is void due to its failure to comply with the requirements defined under law;

d. The Condemning Authorities have failed to adequately relocate the Plaintiff as required under Wisconsin law and 49 CFR § 24 and since they have yet to identify a comparable replacement property, have failed to give the requisite 90 day notice;

11) Wherefore, the Jurisdictional Offer is void and the Taking is void.

RELIEF SOUGHT

WHEREFORE, the Plaintiff demands Judgment from the Court against Defendants as

follows:

A. For an order declaring the Relocation order and Jurisdictional Offer, and all actions undertaken thereunder by Defendants, null and void;

B. For an order prohibiting the recordation of an Award of Damages or declaring it void if it has been recorded and a preliminary injunction and injunction against the Defendants;

C. For judgment determining that the Defendants do not have the right to condemn part or all of the property described in the Jurisdictional Offer;

D. For an order requiring Defendants to pay the Plaintiff's litigation expenses in accordance with applicable statutes; and

E. For such other relief as available and appropriate under the statues cited in this complaint, and as the Court may otherwise find just and equitable.

Dated this 18th day of March.

EMINENT DOMAIN SERVICES, LLC

Electronically signed by Erik S. Olsen
Electronically Signed by Andrew D. Weininger

Erik S. Olsen
State Bar No.: 1056276
Andrew D. Weininger
State Bar No.: 1084096

131 W. Wilson St., Ste. 304
Madison, WI 53703-3270
Telephone: (608) 535-6109
Facsimile: (608) 338-0889

Exhibit A

von Briesen
von Briesen & Roper, s.c. | Attorneys at Law

TAGLaw International Lawyers

Andria Christiansen
Direct Telephone
414-287-1813
achristiansen@vonbriesen.com

Amended March 8, 2019

CERTIFIED MAIL

Mr. Erik S. Olsen
Eminent Domain Services LLC
131 West Wilson Street, Suite 304
Madison, WI 53703

Re: Project ID RD16-003
Kenosha County - CTH S Expansion
Subject: Parcel 15

Dear Mr. Olsen:

On June 28, 2018, your client was issued Kenosha County's initial offer to purchase new right of way required for the expansion of County Trunk Highway S. The initial offer was based upon an appraisal prepared by Single Source, Inc. On November 19, 2018, your client was issued a revised offer from the County in an attempt to negotiate for the purchase of the property.

Because the negotiations for this transaction have failed to reach a satisfactory conclusion, it is now necessary for Kenosha County to provide your client with the enclosed Jurisdictional Offer. The Jurisdictional Offer was mailed yesterday, March 7, 2019, but the legal description was inadvertently omitted from the package. Enclosed is another copy of that Jurisdictional Offer and the legal description.

Providing this Jurisdictional Offer is one of the required actions set forth in Chapter 32 of the Wisconsin Statutes in order to acquire lands and interests through the eminent domain process. This process is more fully explained in the information sheet entitled, "The Rights of Landowners under Wisconsin Eminent Domain Law," that was previously given to your client.

Your client now has twenty (20) days from the postmark date of this mailing to either accept or reject the Jurisdictional Offer.

It remains Kenosha County's desire to reach a negotiated settlement. Please carefully consider this Jurisdictional Offer, and should your client wish to accept the terms, please sign it as accepted on the second page and mail it to me.

If there is no response from you or your client by March 28, 2019, the County will presume that this offer is rejected, and will then proceed to acquire this parcel through the eminent domain process by issuing an Award of Damages pursuant to section 32.05(7) of the Wisconsin Statutes.

Please call me if you have any questions regarding the terms of this Jurisdictional Offer.

Very truly yours,

von BRIESEN & ROPER, s.c.

Smitha Chintammaneni

SC:amb
Enclosures

cc: Ronald F. Rinaldi, 9309 38th Street, Kenosha, WI 53144 (Via Certified Mail)
Patricia J. Jensen, 3943 Pinehill Blvd., Racine, WI 53403 (Via Certified Mail)
Patricia J. Jensen, c/o Atty. Thomas W. Anderson, 5401 60th Street, Kenosha, WI 53144 (Via Certified Mail)

3102508_1.DOCX

JURISDICTIONAL OFFER

lps1788 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date
March 6, 2019

To
Ronald F. Rinaldi, ("Owner") and Patricia J. Jensen ("Mortgagee").

Relocation Order Date	Relocation Order	County	Public Purpose for Property
01/16/2019	Filed in the office of the County Clerk on 01/17/2019	Kenosha	Highway or other transportation related purposes

Kenosha County, hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest, all as particularly described on attached page, and agrees to pay the sum of: [redacted]

within 30 days from the acceptance of this offer.

A. The said property, and/or rights as described, are required by Kenosha County for the public purpose stated above, as more fully described in the Relocation Order, date and place of filing specified above. Kenosha County in good faith intends to use the above-described property for such public purpose.

B. Kenosha County proposes to occupy and the Owner will vacate the premises on June 15, 2019.

C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

(a)	Loss of land, including improvements and fixtures actually being acquired	$ [redacted]
(b)	Damages caused by loss of existing rights of access	$
(c)	Damages caused by loss of air rights	$
(d)	Damages caused by loss of legal nonconforming use	$
(e)	Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land	$
(f)	Damages to property abutting on a highway right of way due to change of grade	$
(g)	Cost of fencing reasonably necessary to separate land taken from remainder	$
(h)	Market value of uneconomic remnant	$
(i)	Other	$
Total		$ [redacted]

Compensation for additional items of damage listed in s. 32.19 and s. 32.195 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.

D. The purchase price is based upon an appraisal of the Owner's property a copy of which has been provided to the Owner. If required, the appraisal is available for inspection at the Kenosha County Highway Commissioner's Office.

E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to the above mentioned 20-day deadline; and the offer and acceptance must be delivered to agent for Purchaser: Clement Abongwa, Director/Highway Commissioner Kenosha County Center 19600 75th St., Suite 122-1, Bristol, WI 53104-9772 not later than regular office closing time of 5:00 p.m. on the abovementioned 20-day deadline, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than the abovementioned 20-day deadline.

F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.

G. If Owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

H. Owner has 2 years from the date of the recording of an award, as described in s. 32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. This right of appeal is subject to the provisions of s.32.05(9)(a) and (11), Wis. Stats.

I. The law provides for the payment of litigation expenses by the condemnor, under certain circumstances.

J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 30 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 30-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.

K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.

L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.

M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.

N. If all persons or entities designated as an Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.

O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Land and Improvements

P. This offer, if accepted by Owner, shall constitute a binding contract.

Clement Abongwa 03/7/2019

Clement Abongwa, P.E.

Director/Highway Commissioner, Kenosha County
Title

If owner is not a firm or corporation, check and sign here:
☐ Accepted ☐ Rejected

Owner Signature Date

Owner Signature Date

Owner Signature Date

Owner Signature Date

If owner is a firm or corporation, check and sign here:
☐ Accepted ☐ Rejected

Name of firm or corporation

Officer Signature Date

Title

Officer Signature Date

Title

If mortgagee is not a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Owner Signature Date

Owner Signature Date

Owner Signature Date

Owner Signature Date

If mortgagee is a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Name of firm or corporation

Officer Signature Date

Title

Officer Signature Date

Title

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described in as follows:

As described in Document No. 1663560, recorded January 26, 2012.

Part of the Northeast ¼ of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian, Lying and being in the Town of Sommers, Kenosha County, Wisconsin, and being more particularly described as: Commencing on the South line of said ¼ Section at a point North 89°13'58" East from the Southwest corner thereof; thence North 1°43'24" West parallel to the West line of said ¼ Section, 73.31 feet and to the Northerly right of way line of County Trunk Highway S(38th Street) and the point of beginning of the parcel to be herein described; thence continue North 1°43'24" West parallel to the West line of said ¼ Section, 153.14 feet; thence North 89°13'58" East parallel to the South line of said ¼ Section, 150.00 feet; thence South 1°43'24" East parallel to the West line of said ¼ Section, 155.61 feet and to said Northerly right of way line; thence South 89°13'58" West along and upon said Northerly right of way line, 150.06 feet and to the point of beginning.

This parcel contains 0.755 Acres, more or less.

TAX KEY: 82-4-222-291-0220 PLAT PARCEL 15

vonBriesen
von Briesen & Roper, s.c. | Attorneys at Law

TAGLaw International Lawyers

Scottie Christiansen
Direct Telephone
414-287-1515
schristiansen@vonbriesen.com

Amended March 8, 2019

CERTIFIED MAIL

Mr. Erik S. Olsen
Eminent Domain Services LLC
131 West Wilson Street, Suite 304
Madison, WI 53703

Re: Project ID RD16-003
Kenosha County - CTH S Expansion
Subject: Parcel 16

Dear Mr. Olsen:

On July 17, 2018, your client was issued Kenosha County's initial offer to purchase new right of way required for the expansion of County Trunk Highway S. The initial offer was based upon an appraisal prepared by Single Source, Inc. On November 19, 2018, your client was issued a revised offer from the County in an attempt to negotiate for the purchase of the property.

Because the negotiations for this transaction have failed to reach a satisfactory conclusion, it is now necessary for Kenosha County to provide your client with the enclosed Jurisdictional Offer. The Jurisdictional Offer was mailed yesterday, March 7, 2019, but the legal description was inadvertently omitted from the package. Enclosed is another copy of that Jurisdictional Offer and the legal description.

Providing this Jurisdictional Offer is one of the required actions set forth in Chapter 32 of the Wisconsin Statutes in order to acquire lands and interests through the eminent domain process. This process is more fully explained in the information sheet entitled, "The Rights of Landowners under Wisconsin Eminent Domain Law," that was previously given to you.

Your client now has <u>twenty (20) days</u> from the postmark date of this mailing to either accept or reject the Jurisdictional Offer.

It remains Kenosha County's desire to reach a negotiated settlement. Please carefully consider this Jurisdictional Offer, and should your client wish to accept the terms, please sign it as accepted on the second page and mail it to me.

If there is no response from you or your client by March 28th, the County will presume that this offer is rejected, and will then proceed to acquire this parcel through the eminent domain process by issuing an Award of Damages pursuant to section 32.05(7) of the Wisconsin Statutes.

Please call me if you have any questions regarding the terms of this Jurisdictional Offer.

Very truly yours,

von BRIESEN & ROPER, s.c.

Smitha Chintamaneni

SC:amb
Enclosures

cc: Ronald F. Rinaldi, 9220 38th Street, Kenosha, WI 53144 (Via Certified Mail)

2882560_1.DOCX

JURISDICTIONAL OFFER

lpe1786 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date
March 6, 2019

To
Ronald F. Rinaldi ("Owner").

Relocation Order Date	Relocation Order	County	Public Purpose for Property
01/16/2019	Filed in the office of the County Clerk on 01/17/2019	Kenosha	Highway or other transportation related purposes

Kenosha County, hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest, all as particularly described on attached page, and agrees to pay the sum of: [redacted]

within 30 days from the acceptance of this offer.

A. The said property, and/or rights as described, are required by Kenosha County for the public purpose stated above, as more fully described in the Relocation Order, date and place of filing specified above. Kenosha County in good faith intends to use the above-described property for such public purpose.

B. Kenosha County proposes to occupy and the Owner will vacate the premises on June 15, 2019.

C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

(a)	Loss of land, including improvements and fixtures actually being acquired	[redacted]
(b)	Damages caused by loss of existing rights of access	$
(c)	Damages caused by loss of air rights	$
(d)	Damages caused by loss of legal nonconforming use	$
(e)	Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land	[redacted]
(f)	Damages to property abutting on a highway right of way due to change of grade	$
(g)	Cost of fencing reasonably necessary to separate land taken from remainder	$
(h)	Market value of uneconomic remnant	$
(i)	Other – Temporary Limited Easement (0.318 acres)	[redacted]
Total		[redacted]

Compensation for additional items of damage listed in s. 32.19 and s. 32.195 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.

D. The purchase price is based upon an appraisal of the Owner's property a copy of which has been provided to the Owner. If required, the appraisal is available for inspection at the Kenosha County Highway Commissioner's Office.

E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to the above mentioned 20-day deadline; and the offer and acceptance must be delivered to agent for Purchaser: Clament Abongwa, Director/Highway Commissioner Kenosha County Center 19600 75th St., Suite 122-1, Bristol, WI 53104-9772 not later than regular office closing time of 5:00 p.m. on the abovementioned 20-day deadline, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than the abovementioned 20-day deadline.

F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.

G. If Owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

H. Owner has 2 years from the date of the recording of an award, as described in s. 32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. This right of appeal is subject to the provisions of s.32.05(9)(a) and (11), Wis. Stats.

I. The law provides for the payment of litigation expenses by the condemnor, under certain circumstances.

J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 30 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 30-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.

K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.

L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.

M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.

N. If all persons or entities designated as an Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.

O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Land and Improvements, Temporary Limited Easement

P. This offer, if accepted by Owner, shall constitute a binding contract.

Clement Abangwa 03/07/2019

Clement Abangwa, P.E.

Director/Highway Commissioner, Kenosha County
Title

If owner is not a firm or corporation, check and sign here:
☐ Accepted ☐ Rejected

Owner Signature Date

Owner Signature Date

Owner Signature Date

Owner Signature Date

If owner is a firm or corporation, check and sign here:
☐ Accepted ☐ Rejected

Name of firm or corporation

Officer Signature Date

Title

Officer Signature Date

Title

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described in as follows:

Part of the Northeast 1/4 of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, Kenosha County, Wisconsin, and being more particularly described as:

Commencing at the Southeast Corner of said Quarter Section; thence South 89°13'54" West along the South line of said 1/4 Section 1334.66 feet to a point; thence North 01°35'20" West 61.88 feet to a point on the North line of CTH-S and the point of beginning of lands to be described; thence South 89°46'33" West along said North line 290.95 feet to a point; thence North 01°43'25" West 114.21 feet to a point; thence South 89°30'00" East 291.35 feet to a point; thence South 01°34'47" East 110.52 feet to the point of beginning.

This parcel contains 1.173 Acres, more or less.

Temporary Limited Easement in and to the following tract of land in Kenosha County, State of Wisconsin, described as follows:

Part of the Northeast 1/4 of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, Kenosha County, Wisconsin, and being more particularly described as:

Commencing at the Southeast Corner of said Quarter Section; thence South 89°13'54" West along the South line of said 1/4 Section 1334.66 feet to a point; thence North 01°35'20" West 172.40 feet to the point of beginning of lands to be described; thence North 89°30'00" West 291.35 feet to a point; thence North 01°43'25" West 47.50 feet to a point; thence South 89°30'00" East 291.47 feet to a point; thence South 01°34'47" East 47.50 feet to the point of beginning.

This parcel contains 0.318 Acres, more or less.

TAX KEY: 82-4-222-291-0210 PLAT PARCEL 16