



## COUNTY BOARD OF SUPERVISORS

### NOTICE OF MEETING

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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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

**NOTICE IS HEREBY GIVEN** the **Regular County Board Meeting** of the Kenosha County Board of Supervisors will be held on **Tuesday, the 19th day of November, 2019 at 7:30 P.M.**, 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. COUNTY EXECUTIVE APPOINTMENTS

20. Robert Stoll To Serve On The Kenosha County Zoning Board Of Adjustments

Documents:

[STOLL - ZONING BOA 2019.PDF](#)

21. Gregory Kruchko To Serve On The Hooker Lake Management District Board

Documents:

[KRUCHKO - HOOKER LAKE 2019 V2.PDF](#)

#### H. NEW BUSINESS

- I. Resolution - One Reading

47. From The Finance / Administration Committee A Resolution To Accept Donation Of A Parcel In Salem Lakes

Documents:

[RES SALEM LAKES DONATION OF PROPERTY.PDF](#)

48. From The Finance / Administration Committee A Resolution Authorizing Transfer Of A Parcel Taken By Tax Deed To The City Of Kenosha And Forgiveness Of Taxes And Assessments

Documents:

[RES TAX DEED PROP COK.PDF](#)

49. From The Judiciary & Law Enforcement And The Finance / Administration Committees A Resolution In Support Of A Multi-Year Cooperative Agreement Between Kenosha County, The City Of Kenosha And The Village Of Twin Lakes For The Kenosha Drug Operations Group

Documents:

[RES SHERIFF COOPRTV AGT TWIN LAKES.PDF](#)

#### J. COMMUNICATIONS

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

Documents:

[12-11-2019 COMMUNICATIONS SIGNED.PDF](#)

31. Communications From The Finance / Administration Committee - Agreement Between Kenosha County And The City Of Kenosha For The Transfer Of Tax Parcels And Subsequent Development Of Lands

Documents:

[11-19-2019 FA COMT COMMUNICATIONS AGREEMENT COK.PDF](#)

#### K. CLAIMS

12. Mark Clark - Vehicle Damage

Documents:

[GL-26-19 MARK CLARK.PDF](#)

L. Approval Of The November 5, 2019 Public Hearing, Organizational And Annual Meeting Minutes And The November 6, 2019 Regular County Board Meeting Minutes By Supervisor Grady

M. Adjourn



# COUNTY OF KENOSHA

## OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

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

Kenosha, Wisconsin 53140

(262) 653-2600

Fax: (262) 653-2817

### APPOINTMENT 2019/20-20

#### RE: KENOSHA COUNTY ZONING BOARD OF ADJUSTMENTS

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS

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

Mr. Robert Stoll  
33402 Bassett Road  
Burlington, WI 53105

to serve a three-year term on the Kenosha County Zoning Board of Adjustments beginning immediately upon confirmation of the County Board and continuing until the 30<sup>th</sup> day of June, 2022 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment in June of 2014, Mr. Stoll has attended 53 of the 63 meetings held. His 10 absences were all excused.

Mr. Stoll will be succeeding himself.

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

Jim Kreuser

Kenosha County Executive

COUNTY OF KENOSHA  
OFFICE OF THE COUNTY EXECUTIVE  
JIM KREUSER

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

(Please type or print)

Name: Robert M Stoll  
First Middle Last

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

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

Occupation: Retired  
Company Title

Business Address: \_\_\_\_\_

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

Daytime Telephone Number: 847-922-1053

Mailing Address Preference: Business ( ) Residence (☒)

Email Address: Rustoll@Yahoo.com

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

If yes, please attach a detailed document.

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

Town of Randall Fire Dept, Captain. Twin Lakes Rescue Squad, EMT.

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

Town of Randall Fire D

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

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

Nominee's Supervisory District \_\_\_\_\_

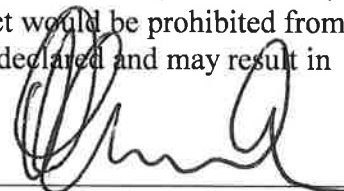
Governmental Services: List services with any governmental unit.

Chairman, Town of Kenosha, Kenosha River  
Commission

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

PREVIOUS BOA EXPERIENCE

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

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

Sept 27, 2019  
\_\_\_\_\_  
Date

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

-----  
(For Office Use Only)

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

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

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

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

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



# COUNTY OF KENOSHA

## OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

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

(262) 653-2600

Fax: (262) 653-2817

### APPOINTMENT 2019/20-21

#### RE: HOOKER LAKE MANAGEMENT DISTRICT BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Mr. Gregory Kruchko  
8116 246<sup>th</sup> Avenue  
Salem, WI 53168

to serve a two-year term as the Kenosha County Representative on the Hooker Lake Management District Board beginning immediately upon confirmation of the County Board and continuing until the 31<sup>st</sup> day of January, 2022, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment in February, 2018, Mr. Kruchko has attended 11 of the 12 meetings held. His one absence was excused.

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

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

Jim Kreuser  
Kenosha County Executive



# COUNTY OF KENOSHA

Division of Planning & Development

19600 75<sup>th</sup> Street, Suite 185-3  
Bristol, WI 53104-9772  
(262) 857-1895

December 6, 2017

Mr. Jim Kreuser  
Kenosha County Executive  
1010 – 56th Street  
Kenosha, WI 53140

Dear Mr. Kreuser:

The Kenosha County Land & Water Conservation Committee (LWCC) is in receipt of your letter requesting the committee to consider the nomination of Greg Kruchko as a candidate for the vacant position of county representative to the Hooker Lake Management District Board.

The nomination was presented to the LWCC at their meeting on November 29, 2017 and it is my pleasure to inform you that the Committee supports the nomination of Mr. Kruchko as the county representative on the Hooker Lake Management District Board. The LWCC recommendation will be forwarded to the Kenosha County Planning, Development and Extension, Education Committee for their affirmation to the County Board.

Thank you for presenting this nomination for our consideration.

Sincerely,

Dan Treloar  
County Conservationist

COUNTY OF KENOSHA  
OFFICE OF THE COUNTY EXECUTIVE  
JIM KREUSER

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

(Please type or print)

Name: Gregory A. Kruchko  
First Middle Last

Residence Address: 8116-246<sup>th</sup> Avenue

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

Occupation: Just Kitchens and Baths LLC Owner / GM  
Company Title

Business Address: Same

Telephone Number: Residence 262-515-3997 Business \_\_\_\_\_

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

Mailing Address Preference: Business ( ) Residence (X)

Email Address: greg.kruchko@yahoo.com

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

If yes, please attach a detailed document.

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

Boy Scouts of America (past), KAFASI (Volunteer Transportation)  
Hooker Lake Mgmt District

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

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



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

Nominee's Supervisory District Salem Lakes

Governmental Services: List services with any governmental unit.

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

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

  
Signature of Nominee

11-8-19

Date

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

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(For Office Use Only)

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

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

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


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

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

**KENOSHA COUNTY**

**BOARD OF SUPERVISORS**

RESOLUTION NO. 47

Subject: RESOLUTION TO ACCEPT DONATION OF A PARCEL IN SALEM LAKES	
Original X    Corrected <input type="checkbox"/> 2nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:	Date Resubmitted:
Submitted By: Planning, Development & Extension Education Committee and Finance/Administration Committee	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared By: John F. Moyer Senior Assistant Corporation Counsel	Signature: 

WHEREAS, Kenosha County has willingly accepted donations in the past to acquire property; and

WHEREAS, This parcel is part of an approximately 9 acre island of land that would be landlocked during a 100 year flood event. Acquisition of this property, surrounded by floodplain property and difficult to access due to railroad tracks to the east and floodplain waters to the north, west and south, would be wise to prevent first responders from having to try and gain access in an emergency; and

WHEREAS, property such as this parcel cost nothing more than the cost to close (estimated at no more than \$1400) the transaction and have minimal or no maintenance cost to the County.

WHEREAS, Kenosha County would like to continue to acquire property to protect the natural resources as well as human life and property investments; and

WHEREAS, property owner Ernst Bender has expressed a willingness to donate his parcel (70-4-120-073-0555); and

WHEREAS, this property consists of a vacant lot located in Salem Lakes with no delinquent taxes owed and no evidence of any type of contamination or activity on the land which would negatively affect the donation (a description of the property is attached hereto); and

WHEREAS, though this property has many hardwoods, it is likely to end up as an isolated dead zone trapped between the floodplain lands and railroad tracks; and

WHEREAS, Kenosha County believes it would be in the Public's best interest to acquire the property and cover all costs associated with acquiring said property.

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors hereby authorizes and approves the acceptance of this land donation of parcel 70-4-120-073-0555 located in Salem Lakes in Kenosha County;

**Donation Page 2**

BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors hereby authorizes an amount not to exceed \$1,400 to be funded and used to pay all costs associated with acquiring this property; and


THEREFORE BE IT FURTHER RESOLVED, that the Kenosha County Executive and County Clerk are hereby authorized to execute the appropriate documents in order to execute this transaction in accordance with State law.

Dated at Kenosha County, Wisconsin, this 14 day of Nov 2019.

Respectfully submitted by:

**FINANCE/ADMINISTRATION COMMITTEE**

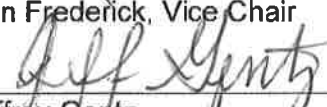
Aye   No   Abstain

  
Terry Rose, Chair


☒   ☐   ☐

  
Ron Frederick, Vice Chair


☒   ☐   ☐

  
Jeffrey Gentz

☒   ☐   ☐

  
John Poole

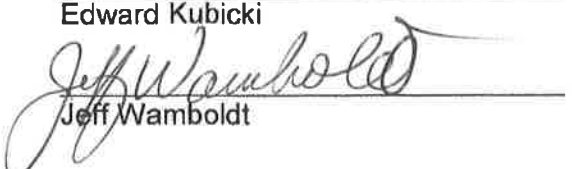
☒   ☐   ☐

  
John O'Day

☐   ☐   ☐

Edward Kubicki

☐   ☐   ☐ *excused*

  
Jeff Wamboldt

☒   ☐   ☐

**Kenosha County  
Administrative Proposal Form**

**1. Proposal Overview**

Division: Finance and  
Administration

Department: \_\_\_\_\_

Proposal Summary (attach explanation and required documents):

Provide funding for the cost of acquiring a property consisting of one lot in the Village of Salem Lakes. Specifically, this property's owner is interested in donating their property to Kenosha County. It is estimated the closing costs and related expenditures associated with acquiring this property will be approximately \$1,400 total. There is authority to accept this donation and available funds. Attachments detail the property.

Dept./Division Head Signature: Patricia Merrill Date: 11/14/19

**2. Department Head Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: Cheryl M. Bueller Date: 10/7/19

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: Patricia Merrill Date: 10/8/19

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: [Signature] Date: 10/9/19

## **EXHIBIT 1**

### **Legal Description**

Tax Parcel No. 70-4-120-073-0555

Address: Lot 12, 305<sup>th</sup> Ct. Salem Lakes, WI

Lot 12 of the First Addition to Fox River Dells, a subdivision of Government Lot 3, which lies within the Northeast Quarter of the Southwest Fractional Quarter of Section number 7, Town 1 North, Range 20 East of the Fourth Principal Meridian. Said lands lying and being in the Village of Salem Lakes, County of Kenosha and State of Wisconsin.

QUIT CLAIM DEED



DOCUMENT

1470770

RECORDED

At Kenosha County, Kenosha, WI 53140  
Louise I. Principe, Register of Deeds  
on 2/24/2006 at 3:56PM \$13.00  
60008158

JPMK

RECEIVED

B  
RETURN ADDRESS:  
Ward P. Fisher,  
1033 N. Euclid Ave.,  
Oak Park, IL 60302

65-4-120-073-0555  
Parcel identification no.

FEE EXEMPT

# 8

QUIT CLAIM DEED

THE GRANTORS, GERHARD D. BENDER and IRENE H. BENDER, HUSBAND AND WIFE, of the Village of Melrose Park, County of Cook, State of Illinois, for and in consideration of (\$10.00) Ten and 00/100 Dollars and other good and valuable consideration in hand paid, CONVEY and QUIT CLAIM, to ERNST R. BENDER, Individually, of the Village of Schaumburg, County of Cook, State of Illinois, the following described Real Estate situated in the County of Kenosha, in the State of Wisconsin to wit:

LOT NUMBERED TWELVE (12) OF FIRST ADDITION TO FOX RIVER DELLS, A SUBDIVISION OF LOTS NUMBERED SIX (6), SEVEN (7), AND EIGHT (8) OF BLOCK NUMBERED THREE (3), LOT NUMBERED SIX (6) OF BLOCK NUMBERED TWO (2), LOTS NUMBERED ONE (1) AND TWO (2) OF BLOCK NUMBERED FOUR(4), VACATED WILLOW LANE, AND A DEDICATION FOR PARK PURPOSES OF LOT NUMBERED SIX (6), BLOCK NUMBERED FIVE (5) IN FOX RIVER DELLS, IN THAT PART OF GOVERNMENT LOT NUMBERED THREE (3), WHICH LIES WITHIN THE NORTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION NUMBERED 7, TOWN NUMBERED 1 NORTH, RANGE NUMBERED 20 EAST, IN THE TOWNSHIP OF SALEM.

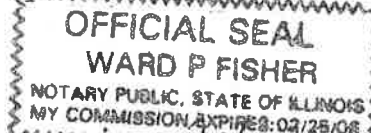
Gerhard J. Bender SEAL  
GERHARD J. BENDER

Irene H. Bender SEAL  
IRENE H. BENDER

Dated this 8th day of February, 2006.

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO **HEREBY CERTIFY** that GERHARD J. BENDER AND IRENE H. BENDER, HUSBAND AND WIFE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of February 2006.



Ward P. Fisher  
Notary Public

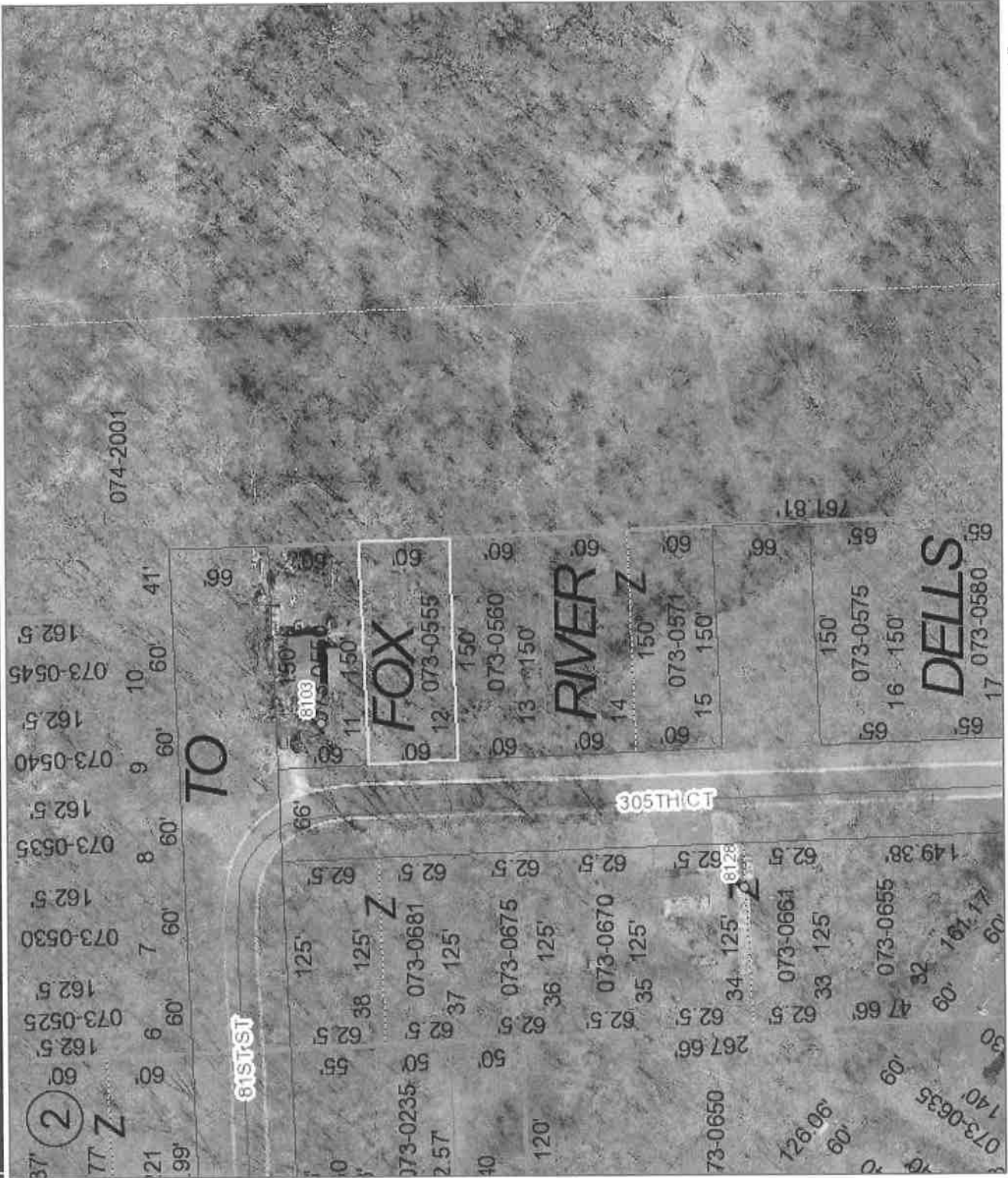
My Commission expires March 25, 2008,  
This instrument was prepared by:

Ward P. Fisher, 1033 N. Euclid Ave., Oak Park, IL 60302  
Mail to: Send Subsequent Tax Bill To:

WARD P. FISHER  
1033 N. EUCLID AVE.  
OAK PARK, IL 60302

ERNST R. BENDER  
627 HINGHAM CT.  
SCHAUMBURG, IL 60193

# 70-4-120-073-0555 Floodplain Proximity



## Legend

- Street Centerlines
- Right-of-Ways
- Address Points
- Water Features
- : : Parcels
- : : Certified Survey Maps
- : : Condominiums
- : : Subdivisions
- == Municipal Boundaries
- : : Lots

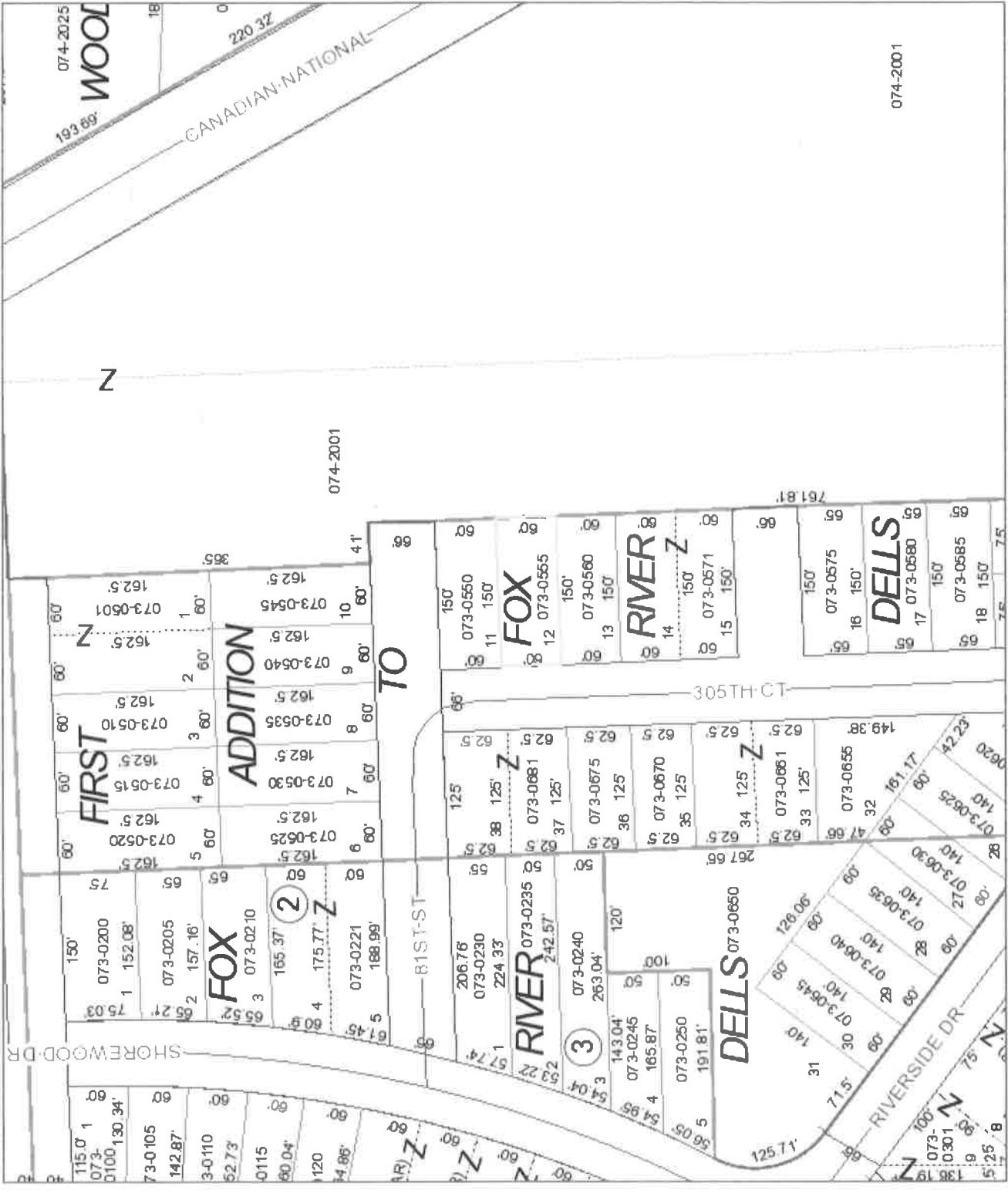
Special Flood Hazard Area

A:AE:AO  
Date Printed: 10/1/2019

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a completion of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



70-4-120-073-0555



Legend

- Street Centerlines
- Right-of-Ways
- Water Features
- : Parcels
- : Certified Survey Maps
- : Condominiums
- : Subdivisions
- == Municipal Boundaries
- : Lots



1 inch = 150 feet

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Date Printed: 10/1/2019

**VACANT LAND DISCLOSURE REPORT**

**DISCLAIMER**

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Lot 12 305th Ct  
IN THE Village  
(CITY) (VILLAGE) (TOWN) OF Salem Lakes, COUNTY OF Kenosha  
STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF March (MONTH) 26th (DAY), 2019 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

**NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS**

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

**A. OWNER'S INFORMATION**

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

**CAUTION:** The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

**B. ENVIRONMENTAL**

- |   | YES                      | NO                                  | N/A                      |
|---|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load..bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Explanation of "yes" responses _____  |                          |                                     |                          |
| _____   |                          |                                     |                          |
| _____   |                          |                                     |                          |
| _____   |                          |                                     |                          |

**C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS**

- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of a joint well serving this property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of a defect relating to a joint well serving this property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Explanation of "yes" responses _____   |                          |                                     |                          |
| _____  |                          |                                     |                          |
| _____  |                          |                                     |                          |
| _____  |                          |                                     |                          |

**D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.**

	YES	NO	N/A
D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D7. Explanation of "yes" responses _____			
_____			
_____			
_____			

**E. LAND USE**

	YES	NO	N/A
E1. Are you aware of the property being part of or subject to a subdivision homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state or federal regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E8. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit <a href="https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx">https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx</a> or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- |   | YES                      | NO                                  | N/A                      |
|---|--------------------------|-------------------------------------|--------------------------|
| E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?<br>Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit <a href="https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx">https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx</a> for more information.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?<br>Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E15. Are you aware there is not legal access to the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <a href="http://dnr.wi.gov/topic/waterways">http://dnr.wi.gov/topic/waterways</a> for more information.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or <a href="http://www.wihist.org/burial-information">www.wihist.org/burial-information</a> ).   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E19. Are you aware of existing or abandoned manure storage facilities located on the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E20. Are you aware that all or part of the property is enrolled in the managed forest land program?<br>The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit <a href="http://dnr.wi.gov/topic/forestry.html">http://dnr.wi.gov/topic/forestry.html</a> . | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E21. Explanation of "yes" responses _____<br>_____<br>_____<br>_____  |                          |                                     |                          |

### F. ADDITIONAL INFORMATION

- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property?                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Electricity _____   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Municipal water _____   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Telephone _____   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Cable television _____  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Natural gas _____   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. Municipal sewer _____   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. Are you aware of other defects affecting the property?<br>Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?   | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| F10. The owner has owned the property for _____ years.   |                          |                                     |                          |
| F11. Explanation of "yes" responses _____  |                          |                                     |                          |

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

#### OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner Ernst Bender Date March, 26 2019  
 Owner \_\_\_\_\_ Date \_\_\_\_\_  
 Owner \_\_\_\_\_ Date \_\_\_\_\_

#### CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_  
 Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_  
 Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

#### BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

## DONATION AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between Kenosha County, whose principal offices are located at 1010 56<sup>th</sup> Street, Kenosha, Wisconsin, hereinafter called the "Recipient" and Ernst Bender, hereinafter called the "Donor" or "Donors."

WHEREAS, the Donor presently owns and holds fee simple title to certain property located at Lot 12, 305<sup>th</sup> Ct., in the Village of Salem Lakes, County of Kenosha, Wisconsin, known as tax parcel no. 70-4-120-073-0555 (the "Property"), and more particularly described in Exhibit 1 attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, the Property is located in a floodplain and Donor desires to donate the property to Recipient and Recipient is willing to accept the donation to protect the natural resources as well as human life and property, subject to the terms, covenants and conditions set forth therein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Donor hereby agrees to donate and convey the Property to Recipient, and Recipient hereby agrees to accept and receive the Property from Donor. In exchange for receiving the Property, Recipient agrees to pay the Donor the nominal fee of \$1.00 plus any past due real estate taxes and special assessments on the Property. Any special assessment on the Property shall also be paid by Recipient going forward.

2. Donor agrees to execute all necessary documents to transfer title of the Property to the Recipient by warranty deed and to complete this transaction and to comply with any necessary Town, County, State and Federal Regulations.

3. Donor and Recipient each hereby represent and warrant to the other that neither has relied upon any real estate broker in connection with this transaction. Donor and Recipient have worked out this Donation on their own. Donor and Recipient each agree to be responsible for their own actions, errors and omissions and to be responsible for any damages that may result from their own actions, errors and omissions with regards to this Agreement. Donor understands that it is his or her responsibility to contact the local Internal Revenue Service office prior to this transfer to determine if this particular donation qualifies as a Charitable Contribution under the Internal Revenue Service rules and regulations and that Kenosha County cannot make any guarantees or promises with regard to those regulations and how they apply to this particular situation.

4. Following the execution of this Agreement, the Donor shall maintain the Property in materially the same condition as of the date of acceptance of this offer, except for ordinary wear and tear. Recipient shall have the right to inspect the Property to determine if there has been any significant change in the condition of the Property. If Recipient determines, in its sole discretion, that the Property has been damaged or altered, Recipient shall notify Donor in writing and Recipient has the option to terminate this Agreement without incurring any damages or costs.

5. The Donor shall be required to totally vacate the Property within 30 days of Closing and this includes removing any personal items kept on the Property. The Donor understands that the Recipient does not have any obligation or responsibility for the upkeep, safety, maintenance, repair or replacement of the Property or of any item left on the Property after execution of this Agreement. The Recipient is under no obligation of any kind to the Donor with regard to insurance for protection of the personal items left on the Property.

6. Donor acknowledges that he or she has had an opportunity to review this Agreement and have had an opportunity, if he or she chooses, to contact an attorney of his or her choice to review the document. The Donor enters into this Agreement fully understanding the nature thereof and agrees to defend, indemnify and hold harmless Kenosha County and its representatives, officials, agents and employees against any claim or liability for damage as a result of which may arise from this Agreement or any matter incident to this donation.

7. It is understood by all parties that this Agreement is contingent upon the completion of the following activities at the direction and expense of the Recipient: 1) if warranted, an environmental inspection that documents the absence of underground storage tanks, hazardous materials, or other possible sources of environmental contamination; 2) a Commitment for Title Insurance being issued that certifies that the Recipient will be able to obtain clear title to the Property at the closing of this transaction; and 3) the Kenosha County Board of Supervisors shall have to approve this lot donation by way of Resolution and grant the County Executive the authority to enter into this Agreement.

8. The Donor affirms that Donor is not currently named as a party in any civil or criminal litigation, or in a court proceeding of any kind, which may affect or concern the real estate property to be donated under this Agreement. Donor further affirms and represents that he or she has no knowledge of any anticipated or pending litigation which may, in any way, affect the Donor's rights in such real estate or which would limit Donor's legal rights or interest in such real estate, or which would limit Donor's legal rights to sell or otherwise transfer such real estate.

9. This Agreement is binding upon both parties only if a copy of the accepted Agreement is received by the Recipient at the Kenosha County Corporation Counsel's Office located at 912 56<sup>th</sup> Street, LL13, Kenosha, WI 53140, on or before October 31, 2019. This



transaction is to be closed at the office of Landmark Title Corporation, 3501-30<sup>th</sup> Avenue, Kenosha, Wisconsin on or before December 30, 2019. The closing date may be extended by mutual consent of the parties. If an executed Agreement is not received by Recipient by the above stated date and time, this instrument shall be null, void and of no force or effect.

10. Neither this Agreement nor any term, covenant or condition hereof may be modified or amended, except in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.

11. This Agreement shall be governed and construed in accordance with the law of the State of Wisconsin and the appropriate venue for resolving any disputes relating to this Agreement shall be in Kenosha County, Wisconsin.

12. If any part of this Agreement is found to be illegal or unenforceable, such part or parts of this Agreement shall be of no force and effect and this Agreement shall be treated as if such part or parts had not been inserted.

13. The parties hereto agree that this Agreement constitutes the entire and complete Agreement between the parties relating to the transfer of title to the Property from Donor to Recipient.

14. The parties hereto agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one document.

The Donor and Recipient agree to act in good faith and use diligence in completing the terms of this Agreement. This Agreement is binding upon the heirs, executors, successors and assigns of all parties.

FOR THE DONORS:

\_\_\_\_\_  
Ernst Bender

\_\_\_\_\_  
Date

FOR THE RECIPIENT:

\_\_\_\_\_  
Jim Kreuser, County Executive

\_\_\_\_\_  
Date

## **EXHIBIT 1**

### **Legal Description**

Tax Parcel No. 70-4-120-073-0555

Address: Lot 12, 305<sup>th</sup> Ct. Salem Lakes, WI

Lot 12 of the First Addition to Fox River Dells, a subdivision of Government Lot 3, which lies within the Northeast Quarter of the Southwest Fractional Quarter of Section number 7, Town 1 North, Range 20 East of the Fourth Principal Meridian. Said lands lying and being in the Village of Salem Lakes, County of Kenosha and State of Wisconsin.

Knight Barry Title, Inc.  
400 Wisconsin Ave  
Racine, WI 53403  
262-633-2479  
Fax: 262-633-4928

## LETTER REPORT OF TITLE

**File #: 1069302L**

Completed on: 10/02/2019 2:12 pm  
Last Revised on: 10/02/2019 2:12 pm  
Printed on: 10/02/2019 2:13 pm  
Title Contact: Mary K. Payne  
(mary@knightbarry.com)

The cost of this report is \$50.00. This is not an invoice, a statement will be sent at the end of the month.

This Letter Report is  
being distributed to:

Teri A. Jacobson  
County of Kenosha, Treasurer's Office  
1010 - 56th Street  
Kenosha, WI 53140

Date of Report:

**September 25, 2019 at 8:00 am.** In accordance with your request, we have made a search of the records in the various public offices of Kenosha County from the date the owner(s) took title through the date of this report and find: title to the property to be in the owner(s) of record set forth below and no change of record during this stated time period except those matters below.

Owner(s) of record:

**Ernst R. Bender**

Property Address:

**53168 305th Court, Salem, WI 53168**

Legal Description:

Lot 12 of First Addition to Fox River Dells, a subdivision of Government Lot numbered 3, which lies within the Northeast 1/4 of the Southwest fractional 1/4 of Section numbered 7, Town numbered 1 North, in Range numbered 20 East, in the Village of Salem Lakes, County of Kenosha and the State of Wisconsin.

Tax Key Number:

70-4-120-073-0555

Taxes and values  
from the tax roll.

Land	Improvements	Total	Fair Market
\$22,500.00	\$0.00	\$22,500.00	\$24,200.00

General Taxes for the year 2019.

Judgments and liens.

No matters to report.

Mortgages, assignments, leases  
and land contracts.

No matters to report.

Other matters.

Taxes for the year 2018 in the amount of \$574.46, and all prior years are paid.

Please be advised that our search did not disclose any open mortgages or security instruments of record. If you should have knowledge of any outstanding obligatory lien or financial obligation, please immediately contact the title examiner listed on this report for further review prior to closing.

Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight Barry Title Group website at [www.knightbarry.com/termsletterreport](http://www.knightbarry.com/termsletterreport) (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and that you agree to be bound by the Terms and Condition. We reserve the right to update the Terms and Conditions as necessary - it is your responsibility to review them periodically.




# KENOSHA COUNTY

## BOARD OF SUPERVISORS

RESOLUTION NO.

48

Subject: RESOLUTION AUTHORIZING TRANSFER OF A PARCEL TAKEN BY TAX DEED TO THE CITY OF KENOSHA AND FORGIVENESS OF TAXES AND ASSESSMENTS	
Original X    Corrected <input type="checkbox"/> 2nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:	Date Resubmitted:
Submitted By: Finance Committee	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared By: John F. Moyer Sr. Asst. Corporation Counsel	Signature: 

WHEREAS, Kenosha County has taken a tax delinquent parcel by tax deed located at 1600 54<sup>th</sup> St., and

WHEREAS, the City of Kenosha is best situated to own this parcel for management or redevelopment, and

WHEREAS, many benefits are derived for the public from the remediation and return to lawful use of tax delinquent parcels, and

WHEREAS, this property has long been delinquent and should be maintained by the City for their intended productive public purpose, and

WHEREAS, in order to further the process of transfer of these properties and to expend the resources necessary to return them to use, the City has requested that all property taxes and those for 2019 to be billed in December, 2019 for these properties be forgiven, and

WHEREAS, considerable time and resources have already been expended in studying, discussing and executing the taking and transfer of this property. Further there is a

NOW THEREFORE BE IT RESOLVED that the Kenosha County Board of Supervisors hereby agrees to authorize the forgiveness of delinquent taxes for the prior unpaid years and for 2019 to be billed in December, 2019 due to the County on these properties and transfer them immediately or as soon as possible to the City of Kenosha; and

BE IT FURTHER RESOLVED now and in the future that the Kenosha County Executive and County Clerk are hereby authorized to execute the appropriate documents in order to execute this transaction in accordance with State law.



THE CITY OF  
**KENOSHA**  
CHART A BETTER COURSE

JOHN M. ANTARAMIAN  
Mayor

September 30, 2019

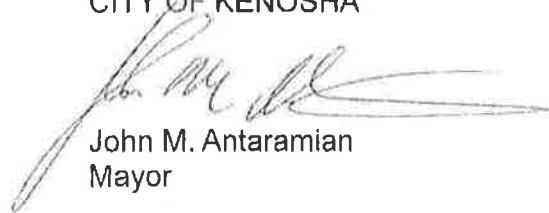
Mary Kubicki, County Clerk  
1010 56<sup>th</sup> Street  
Kenosha WI 53140

Dear Ms. Kubicki;

I am writing in regards to the property located at 1600 54<sup>th</sup> Street. The City of Kenosha is in the process of issuing raze orders for this parcel. Therefore, we are asking that the County refrain from accepting any bids at this time as we move forward with a request to transfer the property to the City.

Thank you for your assistance with this matter, and please feel free to call me with any questions.

Sincerely,  
CITY OF KENOSHA



John M. Antaramian  
Mayor

JMA:pml

cc: Regi Bachochin, Chief Deputy Clerk  
Teri Jacobson, County Treasurer

City of Kenosha, 625 52nd Street, Room 300, Kenosha, Wisconsin 53140 | T: 262.653.4000 | [mayor@kenosha.org](mailto:mayor@kenosha.org)

[KENOSHA.ORG](http://KENOSHA.ORG)

Mary Kubicki

---

**From:** Richard Kath <rkath@kenosha.org>  
**Sent:** Thursday, June 07, 2018 3:49 PM  
**To:** Mary Kubicki  
**Subject:** 434 43rd St. and 1600 54th St. inspection results

434 43rd St. - 2 cold water supplies in the basement need to be replaced. The house is good condition otherwise. Sell this property.

1600 54th. St. - Needs all new windows all sides of house, Repair East side roof where shingles are missing, Remove old bulk head cellar entrance and install a new one, Remove North side shed addition in total disrepair, Rebuild South wood stairs and handrails, Jack up South wood porch that is pulling away from house and resecure properly, Repair East side foundation wall that is bowing and failing. I believe these repairs to be well over 50% of the assessed value and this house should be razed.  
Any questions please contact me.  
Thanks and let me know when there are more to inspect. Have a nice night.

Richard Kath  
625 52nd. Street  
Kenosha, WI 53140  
262-653-4274  
rkath@kenosha.org

COUNTY TAX DEED

Return to: Kenosha Co. Clerk,  
1010 56th St., Kenosha WI 53140

Tax Parcel Number # 12-223-31-304-014

TO ALL TO WHOM THESE PRESENTS  
SHALL COME, GREETING:

WHEREAS KENOSHA COUNTY, STATE OF  
WISCONSIN, has deposited in the office  
of the County Clerk of the County of  
Kenosha, in the State of Wisconsin,  
One (1) Certificate of Teri A. Jacobson,  
the then County Treasurer of said County,  
whereby it appears, as the fact is,  
that the following described piece or  
parcel of land lying and being situated in the  
County of Kenosha, State of Wisconsin, to-wit:

FEE EXEMPT

# 14

Exempt #14 (Foreclosure) (Rosa Flores, as to a life estate interest and Rosa Flores  
and Raul Flores, as to a remainder interest)

This document is exempt from fee per sec. 77.25(14) Stats.

The West 33 feet of Lot 10, Block 4, in Jenne's Addition to the City of Kenosha, according to the recorded plat  
thereof. Said land being in the City of Kenosha, County of Kenosha, State of Wisconsin.

Was, for non-payment of taxes, sold by the said Treasurer of said County, at public auction  
at the County Treasurer's office, in the County of Kenosha, on the 1st day of September, in  
the year of our Lord, Two Thousand Ten, to the said Kenosha County for the sum of ELEVEN  
THOUSAND FIVE HUNDRED FIVE DOLLARS AND 74 CENTS in the whole, which sum was the amount of  
taxes assessed and due, and unpaid on said tract of land, together with the costs and  
charges of such sale, due therewith at the time of making such sale, the whole of which sum  
of money has been paid by the aforesaid purchaser;

AND WHEREAS it further appears, as the fact is, that the owners or claimants of  
said lands have not redeemed from said sale the lands which were sold as aforesaid, and  
said lands are now unredeemed from such sale, whereby said described lands have become  
forfeited and the said purchaser, its successors or assigns, is entitled to a conveyance  
thereof:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the County of  
Kenosha in said State, and the State of Wisconsin, in consideration of the said money  
aforesaid, and the premises, and in conformity to law, has given and hereby do give, grant  
and convey the tract of land above described, together with the hereditament and  
appurtenances, to the said Kenosha County, and to its successors and assigns, to their sole  
use and benefit FOREVER.

IN TESTIMONY WHEREOF, I, Mary T. Kubicki, the County Clerk of the County of  
Kenosha, have executed this Deed, pursuant to and in virtue of the authority in me vested  
by the statutes of the State of Wisconsin, and for and on behalf of said State, and the  
County of Kenosha aforesaid, and have hereunto subscribed my name officially, and affixed  
the seal of the said County, at Kenosha, in said County of Kenosha this 5<sup>TH</sup> day of APRIL,  
in the year of our Lord, Two Thousand Eighteen.

*Mary T. Kubicki*

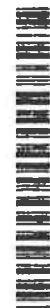
Mary T. Kubicki, County Clerk, Kenosha County, WI

ACKNOWLEDGMENT  
STATE OF WISCONSIN)

SS.  
Kenosha County)  
Personally came before me this  
5<sup>TH</sup> day of APRIL, 2018  
Mary T. Kubicki  
to me known to be the person(s)  
who executed the foregoing  
instrument and acknowledge the  
same.

This instrument was drafted by:  
Mary T. Kubicki

*Regina Bachochin*  
Regina Bachochin  
Notary Public Kenosha County, WI  
Comm. Exp. date: 12/06/2020



DOCUMENT

1816630

RECORDED  
At Kenosha County, Kenosha WI 53140  
Jolynn E. Storz, Register of Deeds  
April 06, 2018 9:17 AM  
538.00  
14  
Pages 1





1 inch = 50 feet

**DISCLAIMER:** This map is neither a survey nor a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



<b>Payment</b>	<b>Pay your property taxes to the proper treasurer as identified on the front of this tax bill.</b>
<b>Failure to Pay Timely</b>	If your tax bill qualifies and if you choose to pay your taxes in installments, then you must pay each installment on or before 5 working days after the due date or the <b>TOTAL</b> amount of your remaining unpaid taxes, special assessments, special charges and special taxes (if any) will be delinquent. (sec. 74.11(7), 74.12, or 74.87, Wis. Stats.) All delinquent taxes are subject to interest of 1% per month (fraction of a month counts as a whole month) from February 1 until paid, and in addition, may be subject to an additional penalty. (sec. 74.47, Wis. Stats.) The payment <u>must</u> be received by the treasurer within 5 working days of the due date.
<b>Personal Property</b>	Personal property taxes, except improvements on leased land, must be paid in full on or before 5 working days after January 31 or taxes are delinquent.
<b>Receipts</b>	<b>Provide/include a copy of this tax bill or payment stub with your check.</b> If you are requesting a receipt, please enclose a self-addressed, stamped envelope. <b>If making payment by check, your tax receipt is not valid until the check has cleared all banks.</b>
<b>Est. Fair Mkt.</b>	<b>ESTIMATED FAIR MARKET VALUE.</b> In addition to the assessed value, Wisconsin law requires that your taxation district show the estimated fair market value of taxable property on property tax bills. This estimated fair market value reflects the approximate market value of your property as of January 1 of the year shown at the top of this bill. Note: Land classified undeveloped or agricultural forest is assessed at 50% of market value according to Wisconsin law. For these classifications, the estimated fair market value will not be the approximate market value of property. (Also see: Use Value Assessment)
<b>State Taxes</b>	The State of Wisconsin no longer imposes the forestation state tax.
<b>Referenda / Resolutions</b>	For informational purposes only - Wisconsin law requires information to be displayed for any temporary property tax increases approved through a referendum or resolution by a county, municipality, school district, or technical college. If you would like more information, contact the taxing jurisdiction directly.
<b>Use Value Assessment</b>	Wisconsin law does not require that the estimated fair market value be shown for agricultural land. Any parcel benefiting from use value assessment may be subject to a penalty under sec. 74.485, Wis. Stats., if the use of the parcel changes. If you would like more information, contact your local assessor or the Department of Revenue, PO Box 8971, Madison WI 53708-8971.
<b>Additional Tax Credits Available</b>	Certain Wisconsin property owners and renters may qualify for additional tax credits and/or loan assistance under special programs administered by the Wisconsin Department of Revenue (DOR), the Department of Agriculture, Trade & Consumer Protection (DATCP) and WHEDA. Some income and residency restrictions apply. You may obtain information about several of these programs on the DOR website at: <a href="http://www.revenue.wi.gov">www.revenue.wi.gov</a> .  <u>Income Tax Credits</u> - Wisconsin Department of Revenue; Box 8949; Madison WI 53708-8949 <ul style="list-style-type: none"> <li>• <b>Homestead Credit</b> (email: <a href="mailto:homestd@wisconsin.gov">homestd@wisconsin.gov</a>)</li> <li>• <b>Farmland Tax Relief Credit</b> (email: <a href="mailto:income@wisconsin.gov">income@wisconsin.gov</a>)</li> <li>• <b>School Property Tax Credit</b> (email: <a href="mailto:income@wisconsin.gov">income@wisconsin.gov</a>)</li> </ul> <u>DATCP Credit</u> - Wisconsin Dept. of Agriculture, Trade & Consumer Protection; Box 8911; Madison WI 53708-8911 <ul style="list-style-type: none"> <li>• <b>Farmland Preservation Credit</b></li> </ul> <u>Loan Assistance</u> - WHEDA; Box 1728; Madison WI 53701-1728 <ul style="list-style-type: none"> <li>• <b>Property Tax Deferral Loans for the Elderly</b> (email: <a href="mailto:underwriting@wheda.com">underwriting@wheda.com</a>)</li> </ul> <u>Property Tax Credits</u> - Email: <a href="mailto:lgs@revenue.wi.gov">lgs@revenue.wi.gov</a> - Wisconsin Department of Revenue 6-97; Box 8971; Madison WI 53708-8971 <ul style="list-style-type: none"> <li>• <b>Lottery and Gaming Credit</b></li> <li>• <b>First Dollar Credit</b></li> <li>• <b>School Levy Tax Credit</b></li> </ul>

## UNPAID AL ESTATE PROPERTY TAX STATEMENT

TAX YEAR	CERTIFICATE NUMBER	TYPE	NET TAX	PRINCIPAL	INTEREST	PENALTY	TOTAL DUE
2017		General	1440.31	1318.55	39.56	19.78	1377.89
		Special	897.13	897.13	26.91	13.46	937.50
2016	2183	General	1411.26	1411.26	211.69	105.84	1728.79
		Special	1040.96	1040.96	156.14	78.07	1275.17
2015	2411133	General	1492.66	1492.66	403.02	201.51	2097.19
		Special	854.75	854.75	230.78	115.39	1200.92
2014	2411172	General	1484.35	1484.35	578.90	289.45	2352.70
		Special	897.49	897.49	350.02	175.01	1422.52
2013	2411287	General	1587.43	1587.43	809.59	404.79	2801.81
		Special	1130.80	1130.80	576.71	288.35	1995.86
2012	2411393	General	1574.94	1574.94	992.21	496.11	3063.26
		Special	1010.67	1010.67	636.72	318.36	1965.75
2011	2411509	General	1906.30	1906.30	1429.73	714.86	4050.89
		Special	1007.86	1007.86	755.90	377.95	2141.71
2010	2411513	General	1923.76	1923.76	1673.67	836.84	4434.27
		Special	761.45	761.45	662.46	331.23	1755.14
2009	2413078	General	2224.56	602.53	596.50	298.25	1497.28
		Other Charge	157.76	157.76	0.00	0.00	157.76
		TOTALS FOR PROPERTY		21060.65	10130.51	5065.25	36256.41

Del Tax 13,301.78

Del Sp 7,601.11

Int 6,734.87

Int 3,395.64

Pen 3,367.43

Pen 1,697.82

TD Fee 157.76

12-223-31-304-014

AMOUNT DUE FOR MONTH OF APRIL 2018

CITY OF KENOSHA

1600 54TH ST

PLEASE RETURN THIS NOTICE WITH YOUR  
PAYMENT

REMIT TO: KENOSHA COUNTY TREASURER

COUNTY OF KENOSHA  
C/O COUNTY CLERK  
1010 56TH ST  
KENOSHA WI 53140KENOSHA COUNTY TREASURER  
1010 56TH ST  
KENOSHA WI 53140-3738

Kenosha County  
Administrative Proposal Form

**1. Proposal Overview**

Division: \_\_\_\_\_ Department: Corporation Counsel

Proposal Summary (attach explanation and required documents):

This proposal requests authorization to transfer a tax deeded parcel to the City of Kenosha and forgiveness of past due taxes and assessments through the 2019 bill to be sent in December, 2019. This parcel is one with improvements which need razing. They have been tax deeded for tax delinquency.

Dept./Division Head Signature: John F. Meyer Date: 10/15/19

**2. Department Head Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: Mary T. Kubicki Date: 10/11/19

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: Patricia Merrill Date: 10/11/19

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: Jim Kreuser Date: 10/15/19



## BOARD OF SUPERVISORS

RESOLUTION NO. 49

**Subject:** Resolution in Support of a Multi-Year Cooperative Agreement Between Kenosha County, the City of Kenosha and the Village of Twin Lakes for the Kenosha Drug Operations Group

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: <b>November 19, 2019</b>		Date Resubmitted	
Submitted By: <b>Judiciary &amp; Law Enf. Committee &amp; Finance/ Admin Committee</b>			
Fiscal Note Attached:		Legal Note Attached: <b>X</b>	
Prepared By: <b>Marc Levin, Chief Deputy</b>		Signature: <i>[Handwritten Signature]</i>	

WHEREAS, Wisconsin State Statute § 66.0301 governing Intergovernmental Agreements, provides that two or more public agencies may enter into a cooperative agreement with one another for joint exercise of any power or duty required or authorized by law; and

WHEREAS, for many years, the Kenosha County Sheriff's Department, the City of Kenosha Police Department and the Village of Twin Lakes Police Department have combined its resources to investigate and combat drug crimes in the joint "Kenosha Drug Operations Group" or "KDOG", which has been very successful; and

WHEREAS, the U.S. Department of Justice ("DOJ") and the Department of Treasury conduct an Asset Forfeiture Program under federal law to remove the tools of crime from criminal organizations and recover property that may be used to compensate victims and deter crime, which has law enforcement as its most important objective; and

WHEREAS, federal law authorizes the DOJ and the Department of Treasury to share forfeited property with participating local law enforcement agencies and task forces if a number of conditions are met, including if local law enforcement agencies or task forces have pre-arranged written agreements describing the contributions of each agency and identifying an agency to serve as the fiduciary agent with certain responsibilities; and

WHEREAS, the participating agencies of KDOG have entered into annual agreements over the past several years addressing each agency's participation in KDOG, but they now desire to update and formalize a cooperative working arrangement and Intergovernmental Agreement as recommended by the DOJ and the Department of Treasury and as authorized by Wisconsin Statute § 66.0301; and

WHEREAS, the Intergovernmental Agreement attached hereto as "Exhibit A" between Kenosha County, the City of Kenosha and the Village of Twin Lakes formalizes the duties and responsibilities of each police agency with regard to KDOG and satisfies federal requirements necessary to participate in any asset forfeiture programs administered by the DOJ and the Department of Treasury; and

**Subject: Resolution in Support of a Multi-Year Cooperative Agreement Between Kenosha County, the City of Kenosha and the Village of Twin Lakes for the Kenosha Drug Operations Group**

Original ☒

Corrected ☐

2<sup>nd</sup> Correction ☐

Resubmitted ☐

Date Submitted: **November 19, 2019**

Date Resubmitted

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

WHEREAS, the respective police agencies, and their counsel, have reviewed the language in the Intergovernmental Agreement, determined it complies with applicable federal law and believe it is in the best interest of the law enforcement agencies involved for the operation of KDOG and continued effort to combat drug crimes and are asking their respective Councils and County Board to approve this Intergovernmental Agreement.


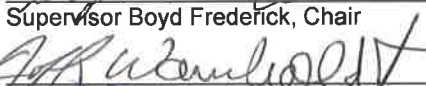

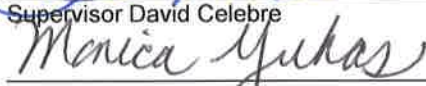

NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby supports, authorizes and approves the execution of the attached Intergovernmental Cooperative Agreement between Kenosha County, the City of Kenosha and the Village of Twin Lakes; and

BE IT FURTHER RESOLVED, by the Kenosha County Board of Supervisors, that the County Executive and the Sheriff of Kenosha County are authorized to execute this Intergovernmental Agreement and any document necessary to carry out the intent of this resolution.


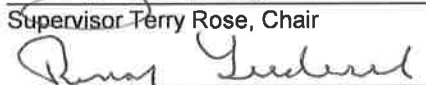
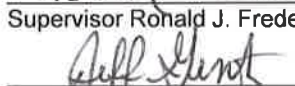
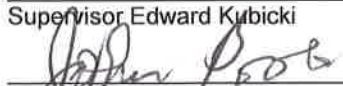
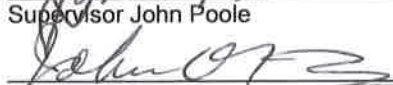
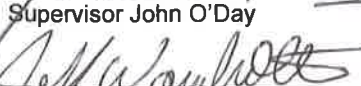
**Subject: Resolution in Support of a Multi-Year Cooperative Agreement Between Kenosha County, the City of Kenosha and the Village of Twin Lakes for the Kenosha Drug Operations Group**

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>
Date Submitted: <b>November 19, 2019</b>	
Submitted By: <b>Judiciary &amp; Law Enf. Committee &amp; Finance/Admin Committee</b>	

Respectfully Submitted,  
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Supervisor Boyd Frederick, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeff Wambolt, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor David Celebre	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Monica Yuhas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Zach Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Supervisor Terry Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Ronald J. Frederick, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeffrey Gertz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Edward Kubickei	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Supervisor John Poole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor John O'Day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeff Wambolt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Kenosha County  
Administrative Proposal Form**

**1. Proposal Overview**

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

Resolution in Support of a Multi-Year Cooperative Agreement Between Kenosha County, the City of Kenosha and the Village of Twin Lakes for the Kenosha Drug Operations Group.

The participating agencies of the KDOG Unit have entered into annual agreements over the last several years addressing each agency's participation in KDOG, but they now desire to update and formalize a cooperative working arrangement and Intergovernmental Agreement as recommended by the Dept of Justice and the Department of Treasury and as authorized by Wisconsin Statute 66.0301.

Dept./Division Head Signature:  Date: 10-29-19

**2. Department Head Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature:  Date: 10-29-19

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature:  Date: 10/30/19

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature:  Date: 10/30/19



## EXHIBIT A

# **KENOSHA DRUG OPERATIONS GROUP AGREEMENT BETWEEN THE COUNTY OF KENOSHA, THE CITY OF KENOSHA, AND THE VILLAGE OF TWIN LAKES REGARDING THE COOPERATION OF THE KENOSHA COUNTY SHERIFF'S DEPARTMENT, KENOSHA POLICE DEPARTMENT, AND VILLAGE OF TWIN LAKES POLICE DEPARTMENT**

## **I. AUTHORITY & TERM**

The “**KENOSHA DRUG OPERATIONS GROUP**” hereinafter referred to as **KDOG** is a cooperative effort by the following Member Law Enforcement Agencies: the Kenosha County Sheriff's Department, the City of Kenosha Police Department, and the Village of Twin Lakes Police Department. This agreement is entered into by the County of Kenosha, City of Kenosha, and the Village of Twin Lakes pursuant to Wis. Stat. § 66.0301 entitled “Intergovernmental Cooperation” and it shall reflect the understanding of the parties for the period of January 1, 2018, (in memorialization), through December 31, 2019. The parties to this Agreement may extend this Agreement for additional one year terms by express written agreement.

## **II. MISSION**

The mission of KDOG is to combine and coordinate the law enforcement resources of the Kenosha County Sheriff's Department, City of Kenosha Police Department, and the Village of Twin Lakes Police Department to address the enforcement effort and to disrupt illegal use and abuse of controlled substances.

## **III. COUNTY-WIDE JURISDICTION**

The Kenosha Sheriff's Department is hereby designated the “Leading Agency” and shall provide general supervision over KDOG. City of Kenosha Police Officers and Village of Twin



Lakes Police Officers who are assigned to KDOG shall be deputized by the Kenosha County Sheriff, and shall thereafter act in KDOG matters with countywide jurisdiction.

#### **IV. TECHNICAL SUPPORT**

KDOG may seek technical support from any unit of government willing and able to provide it. Specifically, they may call upon the District Attorney, or designee thereof, for legal action, training and assistance in procuring wiretaps and search warrants.

#### **V. RESPONSIBILITY OF MEMBER AGENCIES**

##### **Member Law Enforcement Agencies will:**

- A.** Contribute state trained and certified law enforcement officers.
- B.** Update the training of a contributed law enforcement officer.
- C.** Pay wages, salary, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contributions or benefits, and workers' compensation benefits of a contributed law enforcement officer as determined by the governing body of the respective unit of government, by labor agreement, or by operation of law.
- D.** Determine and pay for, where applicable, sick leave, vacation leave, overtime pay, unpaid leave, other paid leave, and compensatory time off of a contributed law enforcement officer, and monitor and enforce the same.
- E.** Equip and maintain the equipment of contributed law enforcement officers. Said equipment is to be the property of the Member Law Enforcement Agency.
- F.** Follow KDOG Policy and Procedure Manual.

**G.** If necessary, the Village of Twin Lakes Police Department shall participate, as needed.

The Twin Lakes Police Department Officer may work no more than twenty (20) working days per month.

**H.** This agreement shall not waive any common law or statutory protections, defenses or immunities, nor shall it impose any liability beyond that allowed by state statute.

## **VI. FACILITIES**

KDOG shall operate out of facilities that are provided by the Sheriff's Department, City of Kenosha Police Department, or Village of Twin Lakes Police Department and that are approved by both the Sheriff and Chief of the City of Kenosha Police Department.

## **VII. RECORDS**

KDOG records shall be established and maintained in accordance with policies and procedures of the Kenosha County Sheriff's Department and the Bureau of Justice Assistance - U.S. Department of Justice Criminal Intelligence Systems Operating Policies (28 CFR Part 23).

## **VIII. ARREST STATISTICS**

Arrests by KDOG officers shall be credited to KDOG. However, for uniform crime reporting statistical data, arrest statistics shall be credited to the Sheriff's Department. KDOG shall provide the Office of Justice Assistance with quarterly and annual reports of the unit's activities.

**A.** The Sheriff's Department, City of Kenosha Police Department, and Village of Twin Lakes Police Department agree to submit the required uniform crime reports in a timely manner.

- B.** The Sheriff's Department, through the KDOG Unit, shall provide to the State of Wisconsin Office of Justice Assistance, whenever applicable, within thirty (30) days from the date of conviction, the certified records of aliens who have been convicted of violating the criminal laws of the state.

#### **IX. EVIDENCE**

Evidence collected by KDOG shall be labeled as such, and maintained by Kenosha City/County Joint Services in its evidence facilities located 1000 – 55<sup>th</sup> Street, Kenosha, WI 53140.

#### **X. PRESS RELEASES/CONFERENCES**

Press releases and conferences shall be the responsibility of the Kenosha County Sheriff's Department.

#### **XI. USE OF STATE AND FINANCIAL FUNDS**

The participants agree to use all forfeiture funds in accordance with the current Federal Equitable Sharing Guidelines and where applicable Wisconsin State Statutes.

#### **XII. COOPERATION**

KDOG shall cooperate with non-member law enforcement agencies with respect to the exchange of information and status reports. When conducting investigations outside Kenosha County, KDOG shall cooperate with the appropriate law enforcement agency for that jurisdiction.

### **XIII. CONFIDENTIAL FUNDS**

The Sheriff's Department agrees to comply with the United States Department of Justice - Asset Forfeiture and Money Laundering Section (AFMLS) guidelines under the Department of Justice - Equitable Sharing Program in the use and distribution of confidential funds.

### **XIV. SEIZED PROPERTY**

All property, other than controlled substances, which is seized and to which title is procured under Federal or State law, shall, where authorized, become the property of KDOG, through its fiduciary agent Kenosha County Sheriff Department.

### **XV. EQUIPMENT**

All equipment, which is purchased with State of Wisconsin Office of Justice Assistance (OJA), Federal Equitable Sharing, and/or the Wisconsin High Intensity Drug Trafficking Areas (HIDTA) Grant Funds, shall remain with KDOG. Such equipment shall be made available to all participating agencies in KDOG provided it does not interfere with unit operations. Any costs associated with the loan of such equipment such as repair or replacement shall be the responsibility of the agency to which the equipment is loaned.

The Sheriff shall consult and obtain the approval of the Police Chief for equipment in excess of \$5,000 that is purchased by using either the funds in the Wisconsin Forfeiture Fund, the Non-Forfeiture/CEASE Fund or Federal Equitable Sharing Funds.

### **XVI. FIDUCIARY RESPONSIBILITY**

The Sheriff's Department serves as the fiduciary, i.e., the administrator of the funds. As the fiduciary agency, the Sheriff's Department shall submit one sharing request following the current United States Department of Justice-Asset Forfeiture and Money Laundering Section

(AFMLS) guidelines, under the Department of Justice-Equitable Sharing Program, on behalf of the KDOG task force under the Sheriff Department NCIC Agency Identifier (WI030000). Per current DOJ guidelines funds shall be awarded to the fiduciary agency and no longer to the KDOG task force NCIC Agency Identifier (WIEQ00164). Funds that are currently in the Federal Equitable Sharing Account under the task force which total approximately \$60,173 as of October 18, 2018 shall be transferred to the Sheriff Department equitable sharing account through use of the DOJ Equitable Sharing Sub-recipient Award Letter provided by DOJ and used for the continued operations of the KDOG task force. After this one time transfer, all task force equitable sharing funds shall remain with the Sheriff Department and no future transfer of funds shall be allowed.

Any outstanding sharing asset cases, pending sharing approval, in the Asset Forfeiture Program's online system, where DAGS are submitted, shall be reassigned to the fiduciary agency account, the Sheriff Department Federal Equitable Sharing Account, and used for continued KDOG operations. This transfer shall be reported on the final KDOG task force annual certification, which shall be submitted in January 2020. Effective October 1, 2018, all DAGS shall be submitted under the task force fiduciary agency, the Kenosha County Sheriff's Department, in the Asset Forfeiture Programs online system and the sharing award shall be deposited into the Sheriff Equitable Sharing Fund, Fund 280 , on Kenosha County's financial records.

There are three funds managed for the KDOG Unit operations: Federal Equitable Sharing Fund, the Non-Forfeiture / Cannabis Eradication and Suppression Effort (CEASE) fund, and the Wisconsin State Forfeiture Fund.

The Sheriff's Department shall continue to maintain independent accounting of each of these funds. (i.e., receipting and distribution of funds). The Sheriff's Department maintains the financial records of the three funds as follows:

- The Federal Equitable Sharing Fund financial transactions are managed in a separate Fund established on the Kenosha County jurisdictional accounting system.
- The Non-Forfeiture / CEASE fund and the WI State Forfeiture Fund are located in separate bank accounts at the Blackhawk Community Credit Union located at 925-59<sup>th</sup> Street, Kenosha, Wisconsin 53140.

Each of these accounts may consist of a Savings Account, Checking Account and/or a Money Market Account.

For the benefit of the KDOG Unit, the Sheriff has entered into an Equitable Sharing Agreement with the federal Asset Forfeiture Money Laundering Section (AFMLS). (NCIC Agency WI030000) The Office of Sheriff is the Governing Body Head and Fiduciary Agency for the KDOG Unit Equitable Sharing Agreement (WIEQ00164) until all funds have been transferred, the final annual certification has been submitted, and the task force equitable sharing account has been formally closed. After which, The Office of Sheriff shall remain the Governing Body Head and Fiduciary Agency for the KDOG task force operations. The Head shall be the Sheriff's Dept. Sergeant assigned as the Commander of the KDOG Unit for purposes of the Equitable Sharing Agreement. Federal Equitable Sharing funds must be used in accordance with the current Guide to Equitable Sharing for State and Local Law Enforcement Agencies and the Code of Federal Regulations including any modifications to this Guide going forward. The

Sheriff, or his designee, is responsible for completing the Annual Equitable Sharing Agreement and Certification document that details the funds received and spent.

Signatory for the Non-Forfeiture / CEASE Fund bank account are the Sheriff of Kenosha, Chief Deputy, Captain of Field Operations, Lieutenant of Investigations, and the KDOG Unit Commander.

Signatories for the WI Forfeiture Fund bank account are the Sheriff, Chief Deputy, Captain of Field Operations, Lieutenant of Investigations, and the KDOG Unit Commander.

The Kenosha Sheriff's Department Office Associate assigned to the KDOG Unit, the Sheriff's Department Administrative Accounting Associate and the Sheriff's Department Fiscal Services Manager handle the day-to-day accounting transactions of the three funds.

#### **XVII. TERMINATION OF MEMBERSHIP**

Upon thirty (30) day advance written notice, the City of Kenosha Police Department and the Village of Twin Lakes Police Department may withdraw from KDOG. The withdrawal of the City of Kenosha Police Department shall be deemed an act of dissolution of KDOG.

#### **XVIII. DISSOLUTION**

Should KDOG dissolve, the Sheriff's Department shall maintain all funds in the unit and equipment purchased with OJA, HIDTA, or General Funds. The Sheriff's Department, City of Kenosha Police Department, and the Village of Twin Lakes Police Department shall then withdraw their workers and any remaining equipment in proportion to the size of their contributions.

Equipment shall be designated to either the Sheriff's Department or the Kenosha Police Department upon agreement between the Sheriff and the Chief of Police.

Upon dissolution, all forfeiture funds remaining within the WI Forfeiture Fund bank account and the Non-Forfeiture/C.E.A.S.E. bank account will be divided by a percentage equal to the ratio of sworn personnel placed in the unit by the units involved up to and including the prior five years.

Federal Equitable Sharing fund balance shall remain with the Sheriff's Department, as the fiduciary of the KDOG Unit, and cannot be shared with the member agencies withdrawing from this agreement, per the current Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies.

The Village of Twin Lakes Detective shall return to their home agency. The Kenosha Sheriff shall rescind the countywide arrest powers given to officers of the Member Law Enforcement Agencies deputized through the terms of this Agreement.

#### **XVIII. MODIFICATION**

This Agreement may be modified, from time to time, in writing by the parties.

*Signature pages follow*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates below.

COUNTY OF KENOSHA, WISCONSIN  
A Wisconsin Corporate Body

By: JIM KREUSER, County Executive  
Date: \_\_\_\_\_

STATE OF WISCONSIN)  
: SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, YR\_\_\_\_\_, Jim Kreuser, County Executive, of Kenosha County, a Wisconsin corporate body, to me known to be such County Executive of said Wisconsin corporate body, and acknowledged to me that he executed the foregoing instrument as such officer as the Agreement of said corporate body, by its authority.

Print Name: \_\_\_\_\_  
 Notary Public, Kenosha County, WI.  
 My Commission expires/is: \_\_\_\_\_

CITY OF KENOSHA, WISCONSIN  
A Wisconsin Municipal Corporation

BY: \_\_\_\_\_  
JOHN M. ANTARAMIAN, Mayor

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
DEBRA SALAS, City Clerk/Treasurer

DATE: \_\_\_\_\_

STATE OF WISCONSIN)  
: SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, YR \_\_\_\_\_, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

BY: HOWARD K. SKINNER, Village President

BY: LAURA ROESSLEIN, Village Clerk



# COUNTY OF KENOSHA

## Division of Planning & Development

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

### MEMORANDUM

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

As required by Section 59.69(2)(e), the following report is being made on the petitions to the **December 11, 2019** Planning, Development & Extension Education Committee meeting that have been filed in the Kenosha County Clerk & Kenosha County Planning & Development Offices for future consideration by the County Board.

1. **FIDDLEHEAD GARDENS LLC**, 4020 Chickory Rd., Racine, WI 53403 (Owner), Charles Heide, 4020 Chickory Rd., Racine, WI 53403 (Agent), requesting a **conditional use permit** to allow housing for a farm laborer or caretaker in the A-1 Agricultural Preservation District on Tax Parcel #45-4-221-271-0301, located in the N ½ of Section 27, T2N, R21E, Town of **Paris**.
2. **John B. Kiel**, PO Box 147, Salem WI 53168-0147 (Owner), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "General Agricultural and Open Land" to "Rural-Density Residential" on Tax Parcel #30-4-220-271-0205, located in the NE ¼ of Section 27, T2N, R20E, Town of **Brighton**.
3. **John B. Kiel**, PO Box 147, Salem WI 53168-0147 (Owner), requesting a **rezoning** from A-2 General Agricultural Dist. to R-1 Rural Residential Dist. and C-1 Lowland Resource Conservancy Dist. on Tax Parcel #30-4-220-271-0205, located in the NE ¼ of Section 27, T2N, R20E, Town of **Brighton**.
4. **John B. Kiel**, PO Box 147, Salem WI 53168-0147 (Owner), requesting a **Certified Survey Map** on Tax Parcel #30-4-220-271-0205, located in the NE ¼ of Section 27, T2N, R20E, Town of **Brighton**.
5. **New Life Bible Church**, 112 W Main Street, Twin Lakes WI 53181 (Owner), Tracy McConnell, 112 W Main St., Twin Lakes WI 53181 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Governmental and Institutional" to "Governmental and Institutional" and "Suburban-Density Residential" on Tax Parcel #60-4-119-172-1000, located in the NW ¼ of Section 17, T1N, R19E, Town of **Randall**.
6. **New Life Bible Church**, 112 W Main Street, Twin Lakes WI 53181 (Owner), Tracy McConnell, 112 W Main St., Twin Lakes WI 53181 (Agent), requesting a **rezoning** from I-1 Institutional Dist. to I-1 Institutional Dist. and R-2 Suburban Single-Family Residential Dist. on Tax Parcel #60-4-119-172-1000, located in the NW ¼ of Section 17, T1N, R19E, Town of **Randall**.
7. **New Life Bible Church**, 112 W Main Street, Twin Lakes WI 53181 (Owner), Tracy McConnell, 112 W Main St., Twin Lakes WI 53181 (Agent), requesting a **Certified Survey Map** on Tax Parcel #60-4-119-172-1000, located in the NW ¼ of Section 17, T1N, R19E, Town of **Randall**.

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

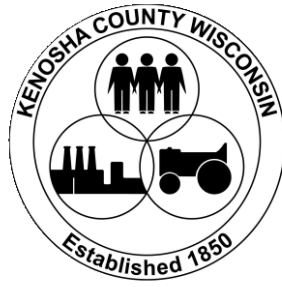
Sincerely,

A handwritten signature in black ink, appearing to read "Andy M. Buehler". The signature is fluid and cursive, with the first name "Andy" being more prominent.

ANDY M. BUEHLER, Director  
Division of Planning & Development

AMB:BF:aw

*Kenosha*



*County*

## **MEMORANDUM**

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

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 11/19/2019***

***SUBJECT:***

Agreement between Kenosha County and the City of Kenosha for the transfer of tax parcels and subsequent development of lands

***COMMITTEE: Finance/Administration***

***SUBMITTED BY: Patricia Merrill, Director of Finance***

***RESOLUTION TO BE PRESENTED AT Finance/Administration COMMITTEE ON 12/03/2019***

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

GL-26-19



# COUNTY OF KENOSHA

## COUNTY CLERK

Mary T. Schuch-Krebs

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

NOV 12 2019

### CLAIM AGAINST KENOSHA COUNTY

FULL NAME MARK CLARK DATE 11/7/2019

ADDRESS 778. N. COGSWELL DR.  
Silver Lake WI

TELEPHONE NUMBER: Home: 262 914 0977  
Work: 262 358 3437

DATE & TIME OF ACCIDENT OR LOSS Oct 22 9:30

LOCATION OF ACCIDENT 778 N. COGSWELL DR

DESCRIPTION OF ACCIDENT OR LOSS county workers  
were trimming back brush from the  
road side with articulating mower deck  
and it broke the windshield on my  
vehicle. A large piece of wood hit  
the driver side

WITNESS: Name MARK CLARK  
Address 778. N. Cogswell Dr.  
Silver Lake WI  
Phone 262 358 3437

AMOUNT OF CLAIM (damages) \$ 327.05

CLAIMANT'S SIGNATURE Mark Clark

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

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

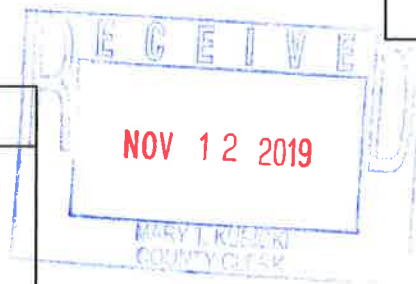
RNR Auto Glass

5590 Whirlaway Ln  
Racine WI 53402

# Estimate

Date	Estimate #
11/1/2019	3

Name / Address
Mark Clark 778 N. Cogswell Dr. Silver Lake Wi 53170



			Project
Description	Qty	Cost	Total
FL 4735 Windshield		140.00	140.00T
WBL 4735T PRP Windshield Gasket		70.00	70.00T
Flat Labor Rate		75.00	75.00T
Urethane/Dam/Primers		25.00	25.00T
Kenosha Sales Tax		5.50%	17.05
		<b>Total</b>	<b>\$327.05</b>

Customer Signature \_\_\_\_\_