

Kenosha County



Judiciary and Law Enforcement Committee Agenda

Kenosha County Administration Building

2nd Floor Committee Room

1010 56th St, Kenosha, WI

Wednesday, May 8th at 5:00 p.m.

NOTE: UNDER THE KENOSHA COUNTY BOARD RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 SECTION 2 C OF THE COUNTY BOARD RULES. FURTHERMORE, ANY MATTER DEEMED BY A MAJORITY OF THE BOARD TO BE GERMANE TO AN AGENDA ITEM MAY BE DISCUSSED AND ACTED UPON DURING THE COURSE OF THIS MEETING AND ANY NEW MATTER NOT GERMANE TO AN AGENDA ITEM MAY BE REFERRED TO THE PROPER COMMITTEE. 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

1. CALL TO ORDER BY CHAIRMAN
2. ROLL CALL
3. CITIZEN COMMENTS
4. SUPERVISOR COMMENTS
5. CHAIRMAN COMMENTS
6. APPROVAL OF MINUTES FROM MARCH 6TH, 2024
7. A RESOLUTION TO APPROVE THE PROBATIONARY CABARET LICENSE -
HONEYDRIPPERZ 34500 GENEVA RD NEW MUNESTER WI 53152

Documents:

[2024 PROBATIONARY LICENSE HONEYDRIPPERZ.PDF](#)

8. A RESOLUTION TO APPROVE THE APPOINTMENT OF MONICA YUHAS TO SERVE
ON THE JOINT SERVICES BOARD

Documents:

[APPOINTMENT OF MONICA YUHAS TO JOINT SERVICES BOARD.PDF](#)

9. A RESOLUTION TO APPROVE THE APPOINTMENT OF DANIEL GASCHKE TO SERVE
ON THE JOINT SERVICES BOARD

Documents:

[APPOINTMENT OF DANIEL GASCHKE TO JOINT SERVICES BOARD.PDF](#)

10. **A RESOLUTION TO APPROVE THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION EQUIPMENT GRANT FOR THE PURCHASE OF TEN (10) RESQPUMP ACD-CPR DEVICES & ACCESSORIES**

Documents:

[2024 FIREHOUSE SUBS EQUIPMENT GRANT.PDF](#)

11. **A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE WATER PATROL ENFORCEMENT SERVICES TO CAMP AND CENTER LAKE REHABILITATION DISTRICT**

Documents:

[2024 INTERGOV AGREEMENT CAMP AND CENTER LAKE WATER PATROL.PDF](#)

12. **A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE WATER PATROL ENFORCEMENT SERVICES TO SILVER LAKE MANAGEMENT DISTRICT**

Documents:

[2024 INTERGOV AGREEMENT SILVER LAKE WATER PATROL.PDF](#)

13. **A RESOLUTION TO APPROVE THE 2024 ACTIVITY CONTROL LICENSE - COUNTRY THUNDER EAST, LLC**

Documents:

[2024 COUNTRY THUNDER ACTIVITY CONTROL LICENSE.PDF](#)

14. **ADJOURNMENT**

A Quorum of Other Committees or of the County Board May be Present.

KENOSHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Resolution to Approve the PROBATIONARY CABARET LICENSE --
Honeydripperz 34500 Geneva Road New Munster WI 53152

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: April 12, 202		Date Resubmitted:	
Submitted By: Judiciary & Law Enforcement Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Eric Klinkhammer Captain of Field Operations		Signature: 	

WHEREAS, the application of Robin Frey for a probationary cabaret license Honeydriperz 300 Geneva Road New Munster WI 53352 Town of Wheatland, was made during the month of March, 2024, and was turned over to this office on April 4, 2024, and

WHEREAS, the Kenosha Sheriff's Department has conducted an inspection of the premises, and

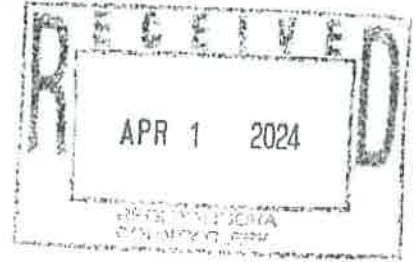
WHEREAS, the premises were found to be in conformity with the Cabaret Ordinance Number 8.02, and

NOW, THEREFORE BE IT RESOLVED, that because this is the initial application by the license holder, a probationary license be granted to Robin Frey.

APPLICATION FOR PROBATIONARY CABARET LICENSE

Kenosha County, Wisconsin

DATE: 3-26-2024



TO THE KENOSHA COUNTY BOARD OF SUPERVISORS:

I, as holder of a Class B Liquor License, hereby apply for a Probationary Cabaret License for:

Honeydripperz Pub 34500 Geneva Road New Munster, WI 53152

Name of Premises

Address

PO Box 770 New Munster, WI 53152

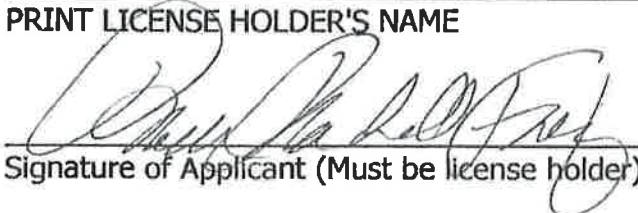
Mailing Address

Zip Code

Located in the Town of Wheatland, in the County of Kenosha from the date hereof for 6 months, (an application for a regular cabaret license will be sent upon expiration of the probationary license) and I hereby agree to deposit \$200.00 for said license and to comply with all the provisions of the Cabaret License Ordinance adopted by the County Board and in effect March 6, 2001 and all the laws of the State of Wisconsin pertaining thereto.

Robbin Rachell Frey

PRINT LICENSE HOLDER'S NAME


Signature of Applicant (Must be license holder)

773-443-5447

Day-time Telephone Number

PLEASE RETURN APPLICATION, PAYMENT AND VALID COPY OF CLASS B LIQUOR LICENSE TO:

**KENOSHA COUNTY CLERK
1010 56TH ST
KENOSHA, WI 53140**

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

COMBINATION
FORM

No. 2023/2024 -- 008

CLASS B RETAILER'S LICENSE
for the sale of
FERMENTED MALT BEVERAGES and INTOXICATING LIQUORS

WHEREAS, the local governing body of the **TOWN of WHEATLAND**, County of **KENOSHA**, Wisconsin, has, upon application duly made, granted and authorized the issuance of a Retail Class "B" License to **Honeydripperz Pub, Robbin Rachell Frey, Agent** to sell Fermented Malt Beverages as defined by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the Treasurer the sum of **\$100.00** for such Class "B" Retailer's Fermented Malt Beverage license as required by local ordinances,

AND WHEREAS, the local governing body has granted and authorized the issuance of a "Class B" Intoxicating Liquor License to said applicant to sell Intoxicating liquor as defined in and pursuant to Chapter 125.51(3) of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of **\$200.00** for such "Class B" Intoxicating Liquor License as provided by local ordinances and has complied with all the requirements necessary for obtaining such licenses,

LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises **"Honeydripperz", 34500 Geneva Rd., New Munster, first floor of two-story frame building and basement storage.**

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

Given under my hand and the corporate seal of the

TOWN of WHEATLAND

this twenty-sixth day of June 2023


Donna M Deuster, Town Clerk

County of Kenosha
Date: 4/4/2024
Office: COCLK
Butch: 1278
Cashier: clcntr
Tran #: 5

County Clerk

Receipt:
Paid By:
Comments
CL23

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

00037426
Honeydripperz
EIVEN
\$200.00
\$200.00

Transaction Total:
Paid by:
Check:

\$200.00
Yellow Farmhouse LLC
1678
\$200.00

CHECK:

FOR CHECK PAYMENTS, RECEIPT IS
NOT VALID UNTIL THE CHECK HAS
CLEARED ALL BANKS.

12-2/750 1678

YELLOW FARMHOUSE LLC
34500 GENEVA RD
NEW MUNSTER, WI 53152

Pay to the order of Kenosha County Clerk 3/28/2024
Two hundred 00 dollars

us bank.
Cabaret License
for Honeydripperz Pub

[Signature]



KENOSHA SHERIFF
FIELD CASE REPORT

CASE# 2024-00313697

EVENT	REPORTED DATE/TIME 04/06/2024 15:22	OCCURRED INCIDENT TYPE Service	
	OCCURRED FROM DATE/TIME 04/06/2024 15:22	OCCURRED THRU DATE/TIME 04/06/2024 15:22	LOCATION OF OCCURRENCE 34500 GENEVA RD / NEW MUNSTER WI, 53105

OFFENSES	STATUTE/DESCRIPTION	COUNTS	ATTEMPT/COMMIT

SUBJECT	JACKET/SUBJECT TYPE Adult Other	NAME (LAST, FIRST, MIDDLE SUFFIX) FREY ROBBIN RACHELL						
	DOB 01/12/1963	AGE or AGE RANGE 61	ADDRESS (STREET, CITY, STATE, ZIP) 6802 368TH AVE BURLINGTON WI 53105					
	RACE White	SEX Female	HEIGHT or RANGE 5 8	WEIGHT or RANGE 5 8	WEIGHT or RANGE 170 170	HAIR Hazel	EYE Hazel	
	IDENTIFICATION TYPE	PRIMARY PHONE Cellular Phone	PHONE #2	PHONE #3				
		(773)443-5447						

SUBJECT	JACKET/SUBJECT TYPE Adult Other	NAME (LAST, FIRST, MIDDLE SUFFIX) MOSCA VINCENT J						
	DOB 11/14/1962	AGE or AGE RANGE 61	ADDRESS (STREET, CITY, STATE, ZIP) 6802 368TH AVE BURLINGTON WI 53105					
	RACE White	SEX Male	HEIGHT or RANGE 6 0	WEIGHT or RANGE 6 0	WEIGHT or RANGE 200	HAIR Brown	EYE Green	
	IDENTIFICATION TYPE	PRIMARY PHONE Cellular Phone	PHONE #2	PHONE #3				
		(847)404-3303						

SUBJECT	JACKET/SUBJECT TYPE	NAME (LAST, FIRST, MIDDLE SUFFIX)						
	DOB	AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP)					
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	IDENTIFICATION TYPE	PRIMARY PHONE	PHONE #2	PHONE #3				

REPORTING OFFICER Brown McKenzie	DATE 04/06/2024	REVIEWED BY Gomez, David V	04/07/2024
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KENOSHA SHERIFF
FIELD CASE REPORT

CASE# 2024-00313697

NARRATIVE

O- Mosca, Vincent J. DOB: 11/14/1962

O- Frey, Robbin R. DOB: 01/12/1963

On 04/04/2024, at approximately 1606 hours, I, Deputy M. Brown #403 received an email from KSD Supervision regarding completing a Cabaret license application check/Liquor License check at Honeydripperz Pub located at 34500 Geneva Road.

On 04/06/2024, at approximately 1522 hours, I, Deputy M. Brown #403 along with Deputy T. Tritschler #344 responded to Honeydripperz Pub to complete the Cabaret license application check.

Honeydripperz Pub is located in the Town of Wheatland 34500 Geneva Road and is on approximately 1.5 acres of land. The establishment sits just north of Geneva Road and can be accessed from Geneva Road. To the east of the building is a parking lot that guests and staff use during normal hours of operation and there is also street parking located in front of the pub.

Upon arrival, I made contact with a male white, who I identified as Vincent J. Mosca, via his Wisconsin driver's license. Vincent told me he is one of the owners of the establishment and advised the other owner is his wife, whom he identified as Robbin R. Frey. I informed Vincent why I was here and he was already aware. Vincent showed me around and provided me with information regarding where the Cabaret license would be applied to.

Upon walking up to the east side of the building, there are two doors which are both used as an entrance. There is also a third entrance door located on the south side of the building. This door is connected to a porch which is on the south side of the building. The porch did not appear to be big enough for any tables to fit on it or any outside gatherings.

Inside the establishment, there are several tables and chairs located around the bar. The bar is located in the middle of the establishment facing east. There are gaming machines located on the east wall of the establishment and throughout the rest of the bar as well. Vincent advised the live music would be placed in the northeast, northwest, and southwest corners of the building. Vincent added at this time no music would be played outside.

Attached to this main area are two separate rooms. One room is a storage area and the other room is an office. Both rooms have doors that lead to the outside. Vincent stated the general public would not have access to these doors, just staff.

It should be noted, that there are several exits throughout the area, but there are three main entrances/exits guests can use. The occupancy for this establishment is approximately 100 but Vincent advised this was just a rough estimate.

REPORTING OFFICER Brown McKenzie	DATE 04/06/2024	REVIEWED BY Gomez, David V	04/07/2024
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KENOSHA SHERIFF
FIELD CASE REPORT

CASE# 2024-00313697

NARRATIVE (continuation)

Vincent told me that Honeydripperz is open around 1400 hours normally and closes at 0200 hours on weekdays. During the weekends, they open around 1100 hours and close at 0200 hours. I observed no minors in the bar at the time of my inspection. The establishment appeared to meet Kenosha County Ordinance 8.02 requirements.

Upon looking at the liquor license, it was issued through the Town of Wheatland, the Class "B" license for fermented malt beverages and "Class B" Intoxicating Liquors, License #: 2023/2024—008, valid through 07/01/2023—06/30/2024.

Based on my observation of the establishment, I would recommend approval of the cabaret license for Honeydripperz. There will be a diagram of the establishment submitted and attached to this report. Nothing further.

This incident was recorded on body worn camera.

END OF REPORT.

REPORTING OFFICER

Brown McKenzie

DATE

04/06/2024

REVIEWED BY

Gomez, David V

04/07/2024

HONEYDRIPPERZ
34500 GENEVA ROAD



Tables/Chairs



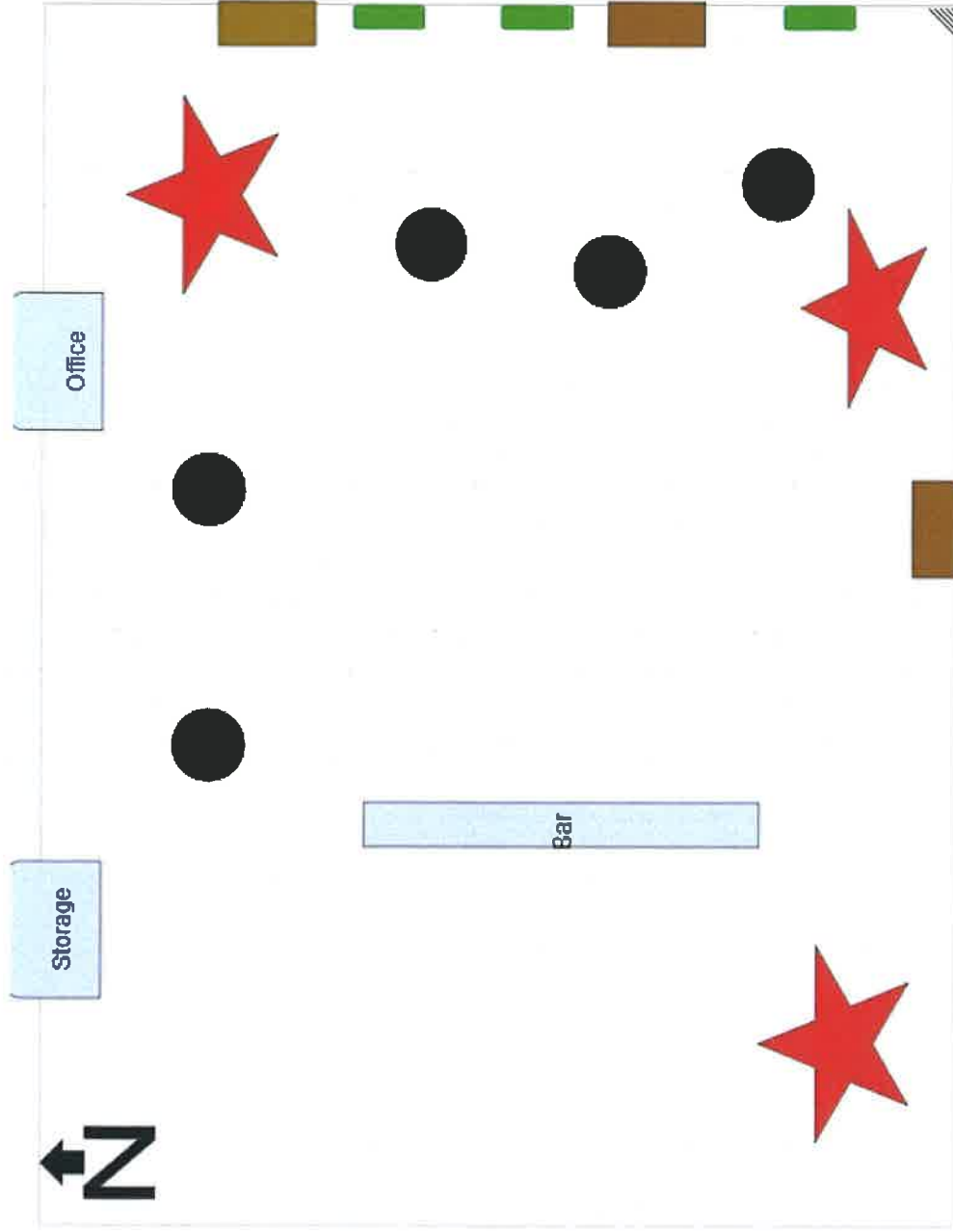
Entrances



Music area



Gaming machines



Honeydriperz 34500 Geneva Road Calls for Service January 2021-April 12, 2024

Incident Number	Call Date/	Time	Location	Incident Type
2024-00313697	4/6/2024	15:22:42	34500 Geneva Road	Special Assignment-Cabaret Check
2023-00350416	12/8/2023	14:40:11	34500 Geneva Road	Additional Patrol-No Report
2023-00338828	9/14/2023	8:05:19	34500 Geneva Road	Assist Citizen-No Report
2023-00334897	8/17/2023	21:27:35	34500 Geneva Road	Service-Tavern Check No Violations
2023-00334893	8/17/2023	20:56:30	34500 Geneva Road	Disorderly Conduct Apartment Above not tavern related
2023-00331007	7/24/2023	3:08:34	34500 Geneva Road	Traffic Stop-not Tavern related
2023-00316722	4/25/2023	20:08:43	34500 Geneva Road	Disorderly Conduct Follow up to call 23-316309
2023-00316309	4/23/2023	1:18:37	34500 Geneva Road	Disorderly Conduct Disorderly patrons called in by bar owner no arrests or violations.
2023-00308149	2/25/2023	23:44:18	34500 Geneva Road	911 Investigation
2022-00344444	10/30/2022	3:25:29	34500 Geneva Road	Noise Complaint-Loud Music-no report
2021-00340973	9/23/2021	19:39:46	34500 Geneva Road	Suspicious-check on suspicious subject on sidewalk outside no violations.

Kenosha



County

MEMORANDUM

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 04/16/2024

***SUBJECT: Resolution to Approve the PROBATIONARY CABARET LICENSE – Honeydripperz 34500
Geneva Road New Munster WI 53152***

SUBMITTED BY: Cpt. Erick Klinkhammer

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):

County of Kenosha

Board of Supervisors

Resolution No. ____

Subject: RESOLUTION TO APPROVE THE APPOINTMENT OF MONICA YUHAS TO SERVE ON THE JOINT SERVICES BOARD			
Original <u>X</u>	Corrected <u> </u>	2 nd Correction <u> </u>	Resubmitted <u> </u>
Date Submitted: _____ Date resubmitted: _____			
Submitted by: Chair Monica Yuhas and the Judiciary and Law Committee			
Fiscal Note Attached: <u> </u> Legal Note Attached: <u> </u>			
Prepared By: Corporation Counsel Joseph M. Cardamone III			

WHEREAS, Kenosha County Board Resolution 109 adopted on March 2, 2010, provides that two persons shall be appointed by the County Board Chair to the Joint Services Board, and further that such appointees shall be County Board Supervisors serving at the pleasure of the Chair; and

WHEREAS, Chair Monica Yuhas is hereby presented to the Board for confirmation by its Chair as her appointee to the Joint Services Board;

NOW THEREFORE BE IT RESOLVED, That the County Board of Supervisors hereby confirms the appointment of Chair Monica Yuhas to the Joint Services Board to serve in such position at the pleasure of the Chair, or for a term, ending May 15, 2027.

Respectfully submitted by:

Monica Yuhas
Chair, Kenosha County Board of Supervisors

Approved by:

Judiciary and Law Committee:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
<u>Laura Belsky, Chair</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>John Franco, Vice-Chair</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Frederick Brookhouse</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Felix Garcia</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Keith Gray</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Aaron Karow</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>John Morrissey</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF KENOSHA

BOARD OF SUPERVISORS

Monica M. Yuhas
Chairman

Daniel Gaschke
Vice Chairman

May 2, 2024

County Board Chair Appointment

Joint Services Board

Pursuant to the Intergovernmental Cooperation Agreement (IGA) between the County and City of Kenosha, established for the purpose of governing the operation of Kenosha Joint Services;

I, Monica M. Yuhas, Chair, Kenosha County Board of Supervisors, hereby appoint:

Chair Monica M. Yuhas, 17th District Representative,

to serve a term, as established by paragraph 3.01-6 of the IGA, on the Joint Services Board. Chair Yuhas will be succeeding herself. This term shall commence upon approval of this appointment and shall expire on May 15, 2027.

Monica M. Yuhas
Chair
Kenosha County Board of Supervisors

1st DISTRICT
WILLIAM GRADY
2ND DISTRICT
STEPHANIE KNEZZ
3RD DISTRICT
JEFFREY GENTZ
4TH DISTRICT
LAURA BELSKY
5TH DISTRICT
BRIAN THOMAS
6TH DISTRICT
ANDRES GAMA
7TH DISTRICT
DANIEL GASCHKE
8TH DISTRICT
SARAH KIRBY
9TH DISTRICT
JOHN MORRISSEY
10TH DISTRICT
FELIX GARCIA
11TH DISTRICT
GUIDA BROWN
12TH DISTRICT
GABE NUDO
13TH DISTRICT
JOHN FRANCO
14TH DISTRICT
TIM STOCKER
15TH DISTRICT
DAVE GEERTSEN
16TH DISTRICT
FREDERICK
BROOKHOUSE
17TH DISTRICT
MONICA M. YUHAS
18TH DISTRICT
ERIC MEADOWS
19TH DISTRICT
KEITH GRAY
20TH DISTRICT
JOHN POOLE
21ST DISTRICT
MARK NORDIGIAN
22ND DISTRICT
ERIN DECKER
23RD DISTRICT
AARON KAROW

County of Kenosha

Board of Supervisors

Resolution No. ____

Subject: RESOLUTION TO APPROVE THE APPOINTMENT
OF DANIEL GASCHKE TO SERVE ON THE JOINT SERVICES BOARD

Original X Corrected ____ 2nd Correction ____ Resubmitted ____

Date Submitted: Date resubmitted:

Submitted by: Chair Monica Yuhas and the Judiciary and Law Committee

Fiscal Note Attached: Legal Note Attached:

Prepared By: Corporation Counsel Joseph M. Cardamone III

WHEREAS, Kenosha County Board Resolution 109 adopted on March 2, 2010, provides that two persons shall be appointed by the County Board Chair to the Joint Services Board, and further that such appointees shall be County Board Supervisors serving at the pleasure of the Chair; and

WHEREAS, Vice Chair Daniel Gaschke is hereby presented to the Board for confirmation by its Chair as her appointee to the Joint Services Board;

NOW THEREFORE BE IT RESOLVED, That the County Board of Supervisors hereby confirms the appointment of Vice Chair Daniel Gaschke to the Joint Services Board to serve in such position at the pleasure of the Chair, or for a term, ending August 23, 2026.

Respectfully submitted by:

Monica Yuhas
Chair, Kenosha County Board of Supervisors

Approved by:

Judiciary and Law Committee:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
<u>Laura Belsky, Chair</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>John Franco, Vice-Chair</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Frederick Brookhouse</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Felix Garcia</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Keith Gray</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Aaron Karow</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>John Morrissey</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF KENOSHA

BOARD OF SUPERVISORS

Monica M. Yuhas
Chairman

Daniel Gaschke
Vice Chairman

April 29, 2024

County Board Chair Appointment

Joint Services Board

Pursuant to the Intergovernmental Cooperation Agreement (IGA) between the County and City of Kenosha, established for the purpose of governing the operation of Kenosha Joint Services;

I, Monica M. Yuhas, Chair, Kenosha County Board of Supervisors, hereby appoint:

Vice Chair Daniel Gaschke, 7th District Representative,

to serve a term, as established by paragraph 3.01-6 of the IGA, on the Joint Services Board. Vice Chair Gaschke will be succeeding former Supervisor Brian Bashaw. This term shall commence upon approval of this appointment and shall expire on August 23, 2026.

Monica M. Yuhas
Chair
Kenosha County Board of Supervisors

1st DISTRICT
WILLIAM GRADY
2ND DISTRICT
STEPHANIE KNEZZ
3RD DISTRICT
JEFFREY GENTZ
4TH DISTRICT
LAURA BELSKY
5TH DISTRICT
BRIAN THOMAS
6TH DISTRICT
ANDRES GAMA
7TH DISTRICT
DANIEL GASCHKE
8TH DISTRICT
SARAH KIRBY
9TH DISTRICT
JOHN MORRISSEY
10TH DISTRICT
FELIX GARCIA
11TH DISTRICT
GUIDA BROWN
12TH DISTRICT
GABE NUDO
13TH DISTRICT
JOHN FRANCO
14TH DISTRICT
TIM STOCKER
15TH DISTRICT
DAVE GEERTSEN
16TH DISTRICT
FREDERICK
BROOKHOUSE
17TH DISTRICT
MONICA M. YUHAS
18TH DISTRICT
ERIC MEADOWS
19TH DISTRICT
KEITH GRAY
20TH DISTRICT
JOHN POOLE
21ST DISTRICT
MARK NORDIGIAN
22ND DISTRICT
ERIN DECKER
23RD DISTRICT
AARON KAROW

**Kenosha County
Administrative Proposal Form**

1. Proposal Overview

Division: Administration Department: Sheriff

Proposal Summary (attach explanation and required documents):

The Firehouse Subs Public Safety Foundation has awarded Kenosha County Sheriff's Department Ten (10) ResQPump ACD-CPR Devices and required accessories valued at up to \$15,130. The equipment will be purchased by the Foundation on the department's behalf and delivered at no cost. The ResQCPRTM System is a CPR adjunct consisting of two synergistic devices—the ResQPOD® ITD 16 and the ResQPUMP® ACD-CPR Device. Used together, these devices improve blood flow to the brain and vital organs, and have been shown to increase the likelihood of survival.

Dept./Division Head Signature: _____

Date: 4/15/2024

Print Name: CAPTAIN TONY GONZALEZ

2. Department Head Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: _____

Date: 04-15-24

Print Name: David W. Zoerner

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: _____

Date: 4/17/24

Print Name: _____

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: _____

Date: 4/17/2024

Print Name: _____



BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Firehouse Subs Public Safety Foundation Equipment Grant for the Purchase of Ten ResQPump ACD-CPR Devices & Accessories

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted:		Date Resubmitted	
Submitted By: Judiciary & Law Enf. Committee & Finance/ Admin Committee			
Fiscal Note Attached: X		Legal Note Attached <input type="checkbox"/>	
Prepared By: <i>Tony Gonzalez</i>		Signature: <i>[Signature]</i>	

WHEREAS, Kenosha County has been awarded an equipment grant through the Firehouse Subs Foundation for the purchase of ten ResQPump ACD-CPR Devices and necessary accessories with an overall value of \$15,130, and

WHEREAS, the foundation will arrange for the procurement and delivery of the devices, having no financial impact to the Kenosha County Sheriff Budget, and

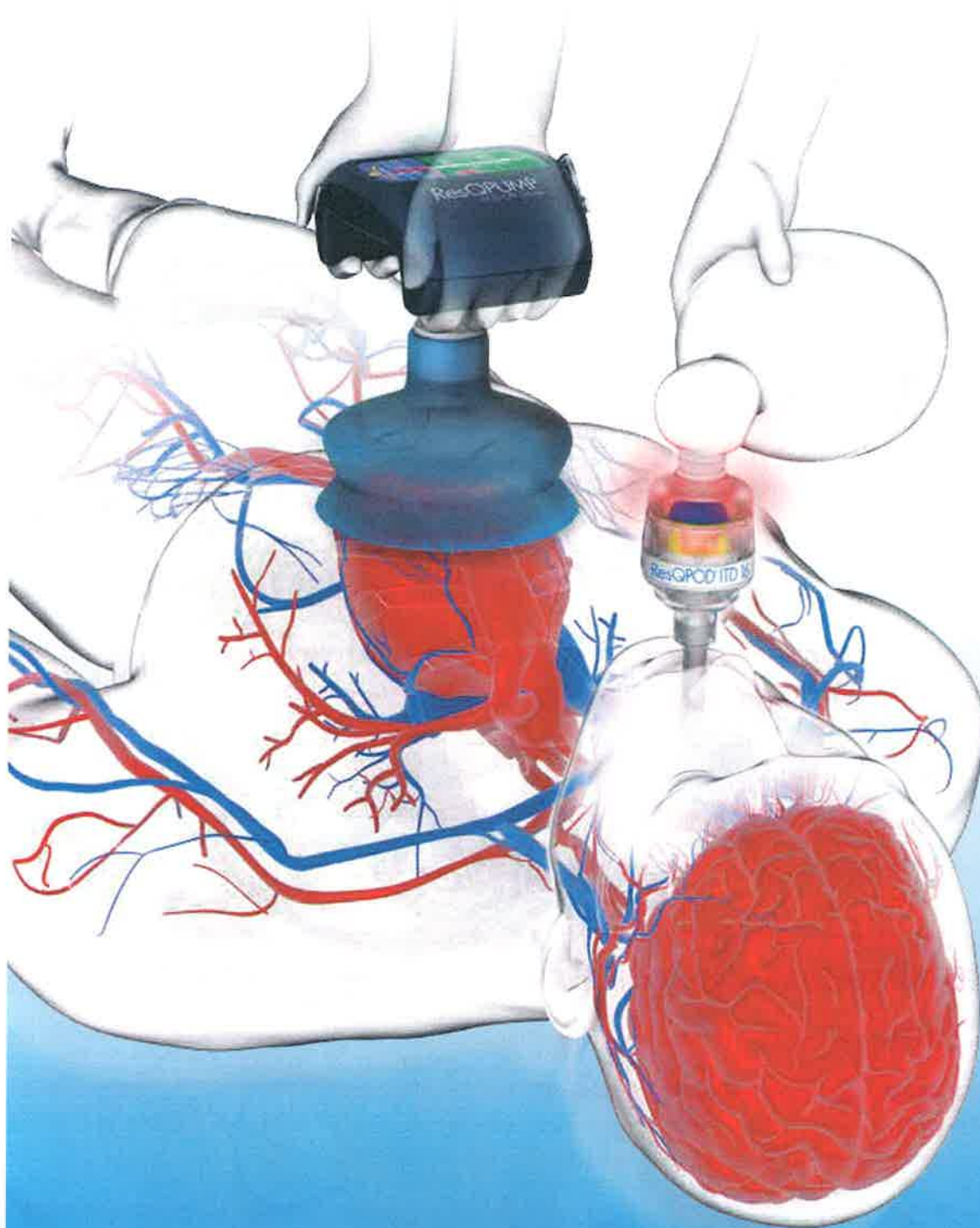
WHEREAS, The ResQCPRTM System is a CPR adjunct consisting of two synergistic devices—the ResQPOD ITD 16 and the ResQPUMP ACD-CPR Device. Used together, these devices improve blood flow to the brain and vital organs, and have been show to increase the likelihood of survival. This equipment will be divided among all divisions of the Sheriff Department to be deployed in an effort to increase the likelihood of saving lives when administering CPR.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the donation of ten ResQPump ACD-CPR Devices and necessary accessories as awarded by the Firehouse Sub Foundation.

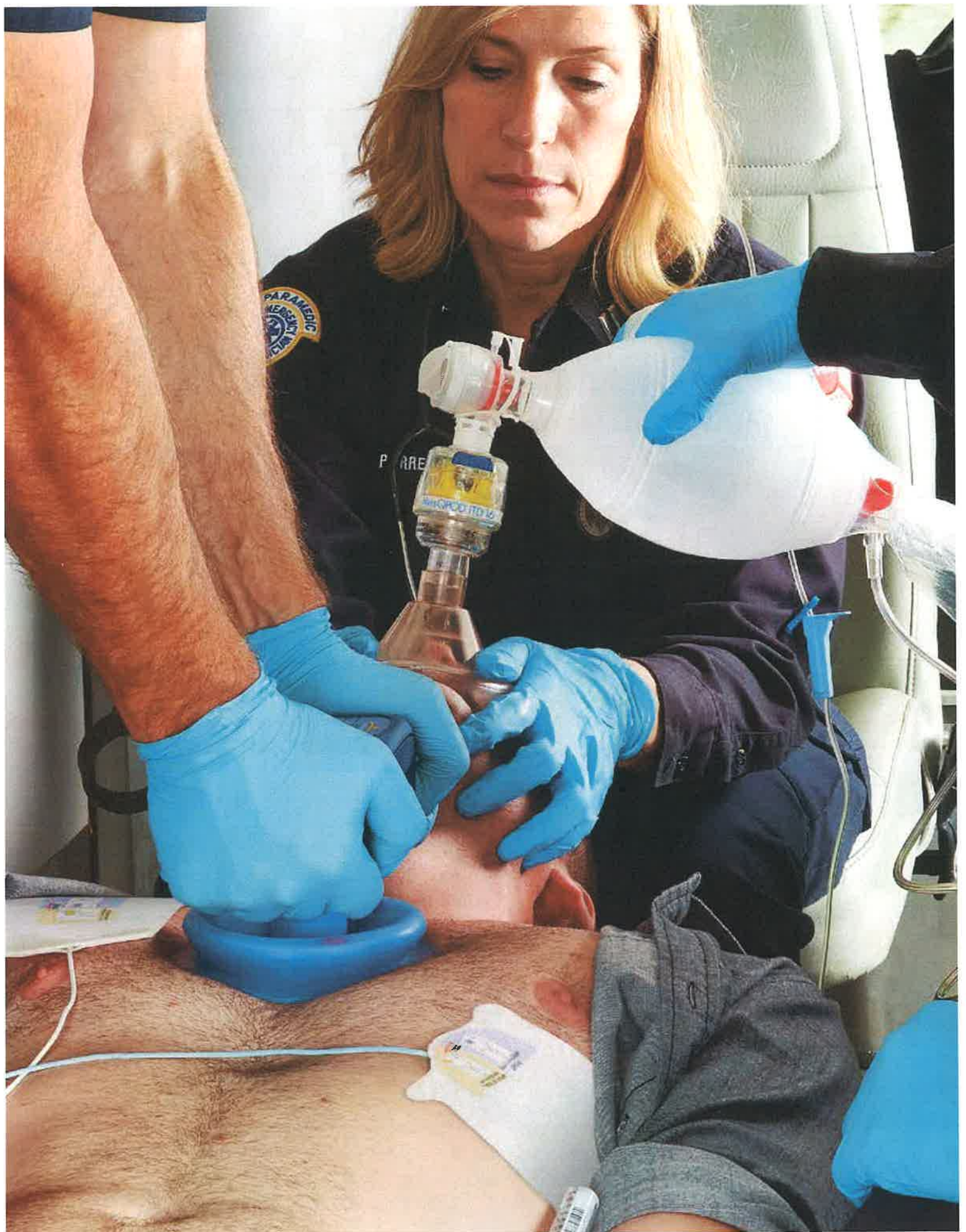
Note: This resolution requires NO additional funds from the general fund and will have no increase or decrease to revenues or expenditures.

ResQCPR™ System

ZOLL®



Better Blood Flow. Improved Survival.





ResQCPR System

A major clinical study showed a

49% increase

in one-year survival from cardiac arrest.¹

The ResQCPR™ System is a CPR adjunct consisting of two synergistic devices—the ResQPOD® ITD 16 and the ResQPUMP® ACD-CPR Device. Used together, these devices improve blood flow to the brain and vital organs, and have been shown to increase the likelihood of survival.^{1,2}

Better Blood Flow

The ResQCPR System has been shown in a pre-clinical study to provide near-normal blood flow to the brain during cardiac arrest.³ And, the device combination has been shown in a clinical study to provide near-normal systolic and diastolic blood pressures during cardiac arrest.⁴

Improved Survival

The ResQCPR System is the **only CPR device with an FDA-approved indication to improve the likelihood of survival.** A multi-center trial that randomized over 1600 patients showed a **49% increase in survival to one year** in adult cardiac arrest patients who received the ResQCPR System.¹



"I Woke Up During CPR!"

When Professor Steve Dunn experienced his cardiac arrest in 2008, EMS personnel used the ResQCPR System as part of their resuscitation protocol. Although he did not have a perfusing pulse, Steve woke up repeatedly while ResQCPR was being performed on him. Today, he is a happy and healthy cardiac arrest survivor thanks, in part, to the ResQCPR System.



Unique Device Synergy— Improved Likelihood of Survival

The ResQCPR System consists of two synergistic devices – the ResQPOD impedance threshold device (ITD) 16 and the ResQPUMP Active Compression-Decompression CPR (ACD-CPR) Device. The ResQPOD regulates airflow during the chest wall recoil phase of CPR to enhance the vacuum in the patient's chest. This results in more blood being returned to the heart (preload) and a lowering of intracranial pressure (ICP).² The ResQPUMP further increases blood return by actively re-expanding the chest to further enhance negative pressure. It is the only device FDA-approved for delivering ACD-CPR with a lifting force of up to 10 kg.

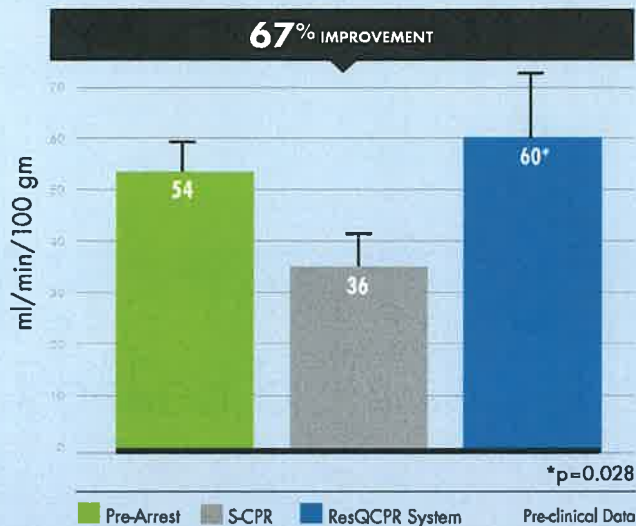


The synergistic combination of ACD-CPR with an ITD enhances the vacuum in the chest, resulting in increased preload and cardiac output, as well as lowered intracranial pressure. The net result is better hemodynamics and vital organ blood flow than either device provides individually.

Backed by Research

The combination of ACD-CPR with an ITD (ResQCPR) has been studied in 5 clinical trials and more than 35 pre-clinical studies. A summary of data from three of these studies is provided below.

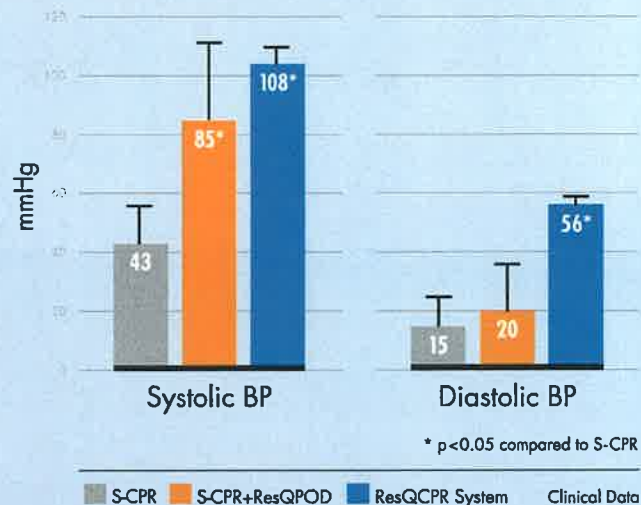
Near-Normal Blood Flow to the Brain with ResQCPR



S-CPR: standard CPR

³Voelckel, et al. *Pediatr Res.* 2002;51:523-527.

Near-Normal Blood Pressure with ResQCPR

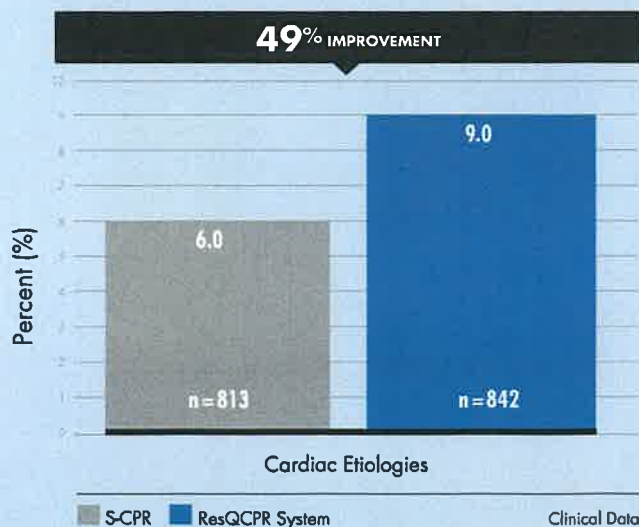


S-CPR: standard CPR

⁴Plaisance, et al. *Circulation.* 2000;101:989-994.

⁵Pirrallo, et al. *Resuscitation.* 2005;66:13-20.

Increased Survival at One Year with ResQCPR



S-CPR: standard CPR

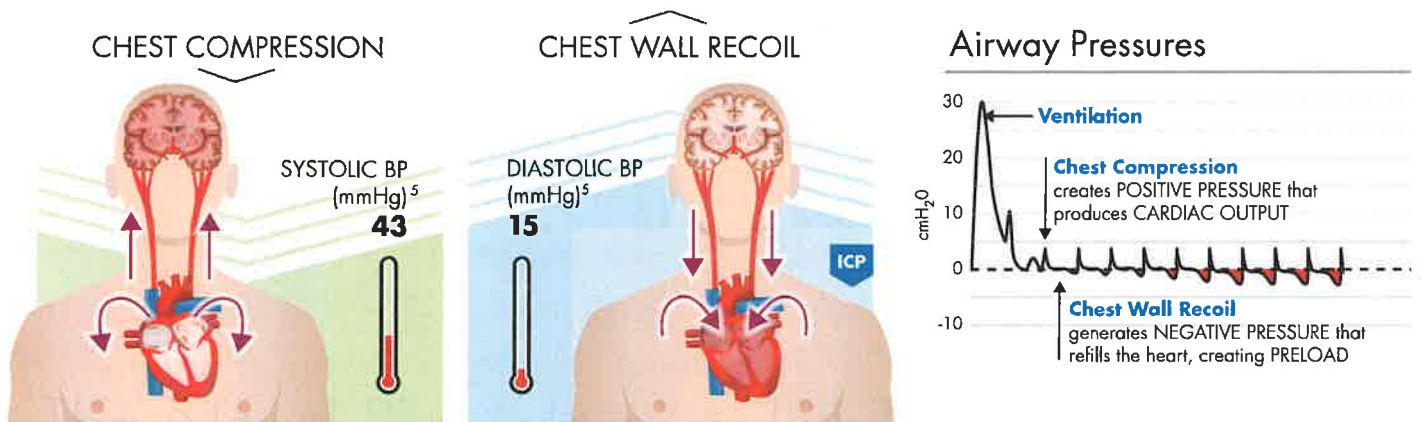
¹ResQCPR System Summary of Safety and Effectiveness Data submitted to FDA.

Based upon study results, the ResQCPR System could save thousands of lives each year in the US if widely implemented.⁶

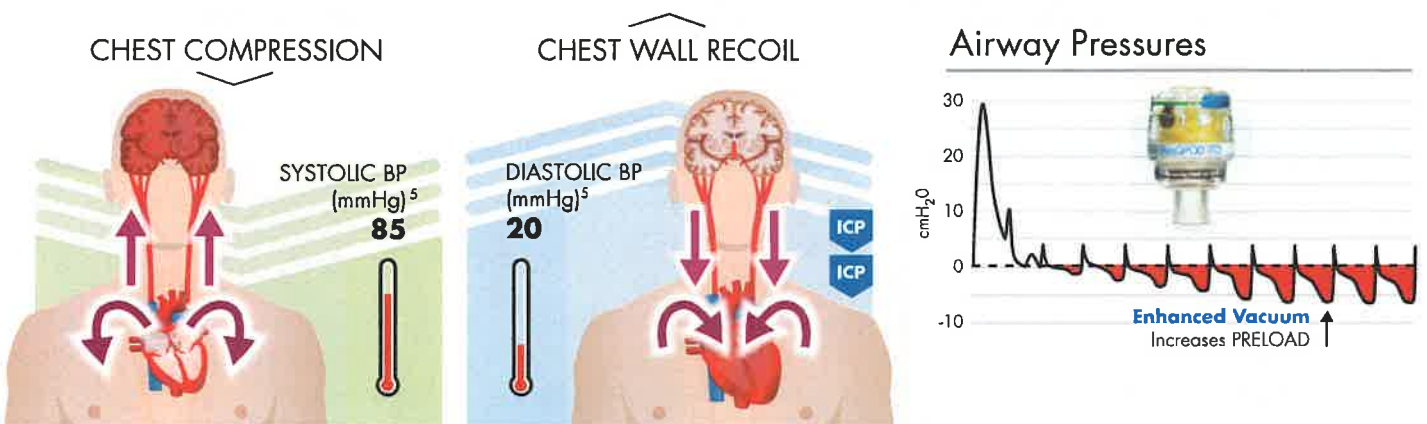
The Novel Physiology of IPR Therapy

The ResQCPR System is a CPR adjunct of two devices – the ResQPOD ITD 16 and the ResQPUMP ACD-CPR Device. Used together, these devices increase blood flow to the brain and vital organs, and have been shown to increase one-year survival by 49%.^{1,2}

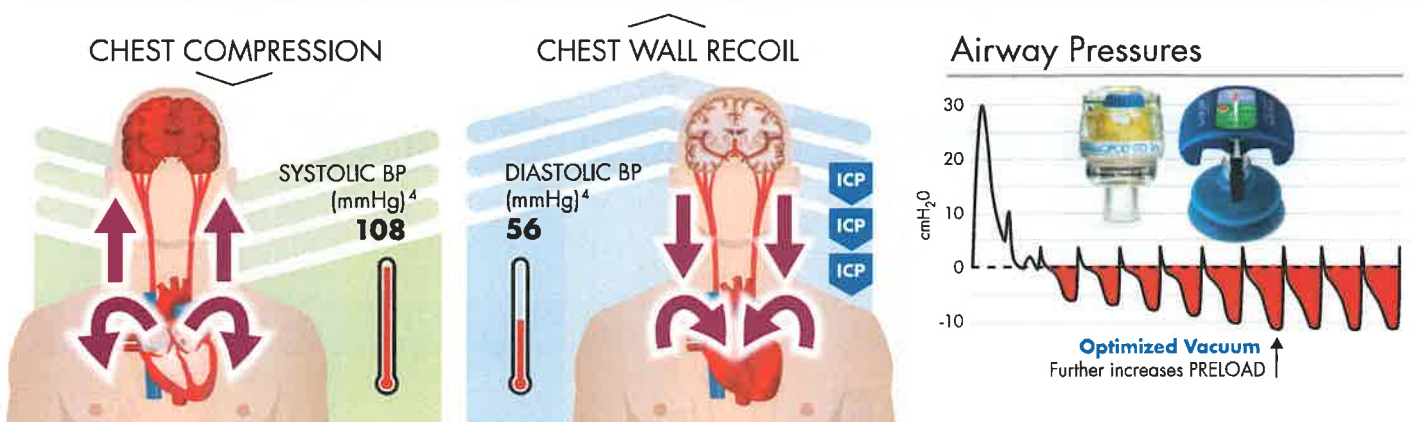
Conventional CPR – Limited Blood Flow



CPR with ResQPOD® ITD – More Blood Circulated



ResQCPR™ System – High Perfusion and Near-Normal Circulation



Intrathoracic pressure regulation (IPR) therapy involves enhancing the negative pressure in the chest to optimize blood flow to vital organs when perfusion is compromised. During cardiac arrest, IPR therapy is provided by the ResQPOD ITD and the ResQPUMP ACD-CPR Device. These devices are uniquely designed to leverage the body's own physiology to provide Perfusion on Demand.

FIGURE 1

Conventional CPR – Limited Blood Flow

Even though high-quality CPR has been shown to increase survival, it only provides 25-40% of normal blood flow to the heart and brain.² Limited blood flow is due in part to the open airway. During chest wall recoil, air is drawn in and eliminates the vacuum (negative pressure) that is needed to fill the heart. This limits cardiac output and blood circulated with compressions.



FIGURE 2

CPR with the ResQPOD ITD – More Blood Circulated

Attached to a facemask or other airway adjunct, the ResQPOD is an impedance threshold device (ITD) that selectively prevents air from entering the lungs during the chest wall recoil phase (except when intended during ventilations). This enhances the vacuum, which pulls more blood back into the heart and lowers intracranial pressure (ICP).²



FIGURE 3

ResQCPR System – High Perfusion and Near-Normal Circulation

The ResQPUMP allows the rescuer to perform active compression-decompression CPR (ACD-CPR), which promotes complete and active chest recoil. It is the only CPR device approved to provide ACD-CPR with 10 kg of lifting force. When the ResQPOD ITD is combined with ACD-CPR, the result is a synergy that provides an even greater vacuum in the chest, lowering ICP and improving preload and cardiac output even further.² A multi-center trial that randomized over 1600 patients showed a **49% increase in one-year survival** in patients who received ResQCPR.¹





ResQCPR™ System

Key Features and Benefits

- Only CPR device with an FDA-approved indication for improved likelihood of survival
- Only CPR device FDA-approved to provide ACD-CPR with 10 kg of re-expansion force
- Promotes High Quality CPR by providing guidance on critical ResQCPR quality parameters (e.g. compression and lifting forces, compression and ventilation rates)
- Easy to learn, and simple to use
- Compact, lightweight, and easy to store
- Can be used by both basic and advanced life support personnel
- Ideal first line therapy option that complements automated CPR
- Comprehensive training resources available

1. Adults in cardiac arrest from cardiac etiology. Summary of Safety and Effectiveness Data submitted to FDA, http://www.accessdata.fda.gov/cdrh_docs/pdf11/p110024b.pdf.
2. Melzger, et al. *Crit Care Med*. 2012;40(6):1851-1856.
3. Voelckel et al. *Pediatr Res*. 2002;51:523-527.
4. Plaisance et al. *Circulation*. 2000;101:989-994.
5. Pirralo, et al. *Resuscitation*. 2005;66:13-20.
6. Calculated based upon survival benefit applied to existing national survival outcomes in Cardiac Arrest Registry to Enhance Survival (CARES); www.myCARES.net.
7. Andreka et al. *Curr Opin Crit Care*. 2006;12:198-203.

Products and Accessories

PRODUCT	ORDER #
 <p>ResQCPR System includes: ResQPUMP ACD-CPR Device (1 ea) ResQPOD ITD 16 (2 ea)</p>	12-0825-000
 <p>ResQPOD ITD 16 Replacement Component</p>	12-0822-000
 <p>ResQPUMP ACD-CPR Device Replacement Component</p>	12-0823-000
 <p>Replacement Suction Cup</p>	12-0586-000
 <p>ResQCPR Carrying Case</p>	12-0935-000

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From: [Nicholas Brooks](#)
Sent: Wednesday, April 10, 2024 1:11 PM
To: [Angela Khabbaz](#)
Subject: Fw: APPROVED: Q2 2024 Firehouse Subs Public Safety Foundation Grant
Attachments: Donated by-logo for grants (1).jpg; Foundation Logo jpg-RGB (1).jpg; Foundation Logo-VectorCMYK (1).ai; Foundation Logo-VectorCMYK (1).eps; Q2 2024 PSF Press Release Template FINAL.docx; Q2 2024 PSF Social Template FINAL.docx

-Brooks #350

From: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>
Sent: Tuesday, April 2, 2024 9:25 AM
To: Nicholas Brooks <Nicholas.Brooks@kenoshacounty.org>; Tony Gonzalez <Tony.Gonzalez@kenoshacounty.org>
Cc: Andy Miller <andy.miller@firehousesubs.com>; Patel, Nick <nick.patel@firehousesubs.com>; Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>
Subject: APPROVED: Q2 2024 Firehouse Subs Public Safety Foundation Grant

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize and trust the sender.

Dear Nick & Tony,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **Kenosha County, on behalf of Kenosha County Sheriff's Department in Kenosha, WI** the requested **Ten ResQPump ACD-CPR Devices & Accessories (Including Freight up to \$90)** valued at up to **\$15,130.00**. If your grant award must be approved by your city council, please add this item to the agenda immediately, and contact us with the meeting date.

PROCUREMENT:

We will contact you no later than Friday, May 10, 2024 to initiate the procurement process. There are two possible methods for procurement, to be determined by our Foundation:

- Direct Purchase made by the Foundation
OR
- Memo of Understanding. NOTE: Our Foundation provides funding via ACH transfer only. We are unable to fund a grant award by paper check.

Do not make advanced purchases, as failure to adhere to our chosen method will jeopardize your grant award. If you have any fulfillment questions, please email Procurementfoundation@firehousesubs.com.

PUBLIC RELATIONS (PR) NOTES

- PR announcements from your organization regarding the grant award are optional. If you choose to share the good news, please use the attached press release template and/or social media post template and send it

back to Foundation@firehousesubs.com for review and approval (allowing for 72 hours turnaround time). *Please do not pitch or post before receiving approval from the Foundation team.*

Use of the Firehouse Subs Public Safety Foundation logo:

- We ask that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation via Foundation@firehousesubs.com before being displayed.

Did you know?

More than 70% of the funds raised for the Firehouse Subs Public Safety Foundation come from the generosity of Firehouse Subs guests and the restaurant brand? Please consider supporting a Firehouse Subs restaurant near you.

We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

Firehouse Subs Public Safety Foundation

12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258

[foundation@firehousesubs.com](mailto:Foundation@firehousesubs.com)

FirehouseSubsFoundation.org

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Kenosha



County

MEMORANDUM

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 04/16/2024

SUBJECT: Firehouse Subs Public Safety Foundation Equipment Grant for the purchase of Ten (10) ResQPump ACD-CPR Devices & Accessories

SUBMITTED BY: Captain of Administration Tony Gonzalez

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):

**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 Cooperative Agreement Between Kenosha County and the Camp and Center Lakes Rehabilitation District to provide water patrol enforcement services to Camp and Center Lake .

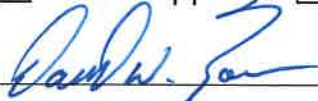
Upon approval of this resolution the Sheriff's Department will provide fully reimbursed water patrol enforcement services to the Rehabilitation District as indicated in the attached Inter-Governmental agreement.

Dept./Division Head Signature:  Date: 3/14/24

2. Department Head Review

Comments:


Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature:  Date: 3/26/24

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature:  Date: 3/28/24

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐


Executive Signature:  Date: 3/28/2024

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

KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: Resolution in Support Of Intergovernmental Agreement Between Kenosha County And The Camp and Center Lakes Rehabilitation District to Provide Water Patrol Law Enforcement Services to Camp and Center Lakes		
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>
Resubmitted <input type="checkbox"/>		
Date Submitted: 4/1/24	Date Resubmitted:	
Submitted By: Captain Eric Klinkhammer		
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>	
Prepared By: Captain Eric Klinkhammer	Signature: 	

- WHEREAS, Wisconsin Statute § 66.0301 allows municipalities, including counties and public inland lake protection and rehabilitation districts, to contract with other municipalities for the joint exercise of any power or duty required or authorized by law; and
- WHEREAS, Wisconsin Statutes §§ 59.03 allows Kenosha County and the Camp and Center Lake Rehabilitation District to enter into a contract to have Kenosha County's Sheriff's Department provide general law enforcement services, specifically Marine Law Enforcement services on the Camp and Center Lakes; and
- WHEREAS, Kenosha County, Kenosha County's Sheriff's Department and the Camp and Center Lake Rehabilitation District have entered into an agreement to provide these law enforcement services; and
- WHEREAS, the intergovernmental agreement attached hereto as "Exhibit A" between Kenosha County, Kenosha County Sheriff's Department and the Camp and Center Lake Rehabilitation District authorizes the Kenosha County Sheriff's Department to provide law enforcement services and sets forth the applicable terms and conditions; and
- WHEREAS, the intergovernmental agreement is for the mutual benefit of both Kenosha County, Kenosha County's Sheriff's Department and the Camp and Center Lake Rehabilitation District; and
- WHEREAS, the Camp and Center Lake Rehabilitation District passed a resolution on February 15, 2024 approving the intergovernmental agreement;
- NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of

Supervisors hereby supports, authorizes and approves the attached intergovernmental agreement between Kenosha County, Kenosha County's Sheriff's Department and the Town of Camp and Center Lake Rehabilitation District;

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 any contracts, agreements, or other documents necessary now or in the future to carry out the intent of this resolution.

Dated at Kenosha County, Wisconsin, this ____ day of ____, 2024.

Submitted By:

JUDICIARY AND LAW ENFORCEMENT COMMITTEE

FINANCE/ADMINISTRATION COMMITTEE

**AN AGREEMENT FOR WATER PATROL ENFORCEMENT SERVICES TO BE PROVIDED BY
THE COUNTY OF KENOSHA, WISCONSIN TO
CAMP AND CENTER LAKE REHABILITATION DISTRICT, WISCONSIN**

This agreement is entered this ____ day of ____, 2024, by and between Kenosha County, hereafter referred to as the County, the County Sheriff, hereafter referred to as the Sheriff, and the Camp and Center Lake Rehabilitation District, Wisconsin, hereafter referred to as the "Lake District".

WHEREAS, the Lake District desires to purchase general law enforcement services (water patrol enforcement services) within the Lake District, additional to those services which the Sheriff is required to provide by statute, the Lake District being willing to assume the cost of this protection, and

WHEREAS, the County is willing to provide these additional general law enforcement services (water patrol enforcement services) to the Lake District under certain terms and conditions.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. STATEMENT OF AGREEMENT

Kenosha County, Wisconsin and its Sheriff agree to provide water patrol enforcement services to the Lake District located in Kenosha County, Wisconsin, and the Lake District agrees to engage the County through its Sheriff to provide such service in accordance with and subject to the terms of this Agreement.

2. LEGAL BASIS

This Agreement is authorized by the provision of Wisconsin Statutes §§ 66.0301, 61.65, 59.03 and pursuant to Kenosha County Board Resolution, and the Village of Salem Lakes Ordinances.

3. GENERAL LAW ENFORCEMENT SERVICES DEFINED

The Lake District desires to purchase additional law enforcement services from the Sheriff and County relating to water patrol enforcement services. Specifically, water patrol services consist of patrol and investigation on the inland waters of Camp and Center Lake or the shores immediately contiguous thereto, including the enforcement of all applicable laws in effect in the Lake District. Applicable laws in effect in the Lake District shall include the Salem Lake ordinances or State Statutes or Administrative Code provisions adopted by ordinance or such other laws as are customarily enforced by the County Water Patrol. The County is willing to provide additional these water patrol enforcement services to the Lake District.

4. DELIVERY OF SERVICES

- 4.1 Services Areas: The Sheriff shall provide general water patrol enforcement services within the corporate limits of the Lake District.

4.2 Enforcement Responsibilities: The Sheriff shall enforce State Statutes, applicable County ordinances and ordinances of the Village of Salem Lakes. The Sheriff shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Sheriff under the Statutes of this State.

4.3 Quantity and Delivery of Regular Services: The County shall deliver to the Lake District water patrol services, not to exceed billings of \$16,000. This water patrol service shall consist of time on late Sunday mornings or afternoons, with some occasional time on Saturdays, beginning on Memorial Day weekend until the second week of August. The water patrol services shall be split evenly between the two lakes and at sporadic early morning times (before 10 am) when possible.

The Sheriff will have the sole discretion to designate which patrol officers are assigned to work on Camp and Center lakes. The Sheriff also has sole discretion in determining what days and times patrol services will be provided to the Lake District, giving due consideration to any specific requests and parameters set by the Lake District. Further, the Sheriff shall make every effort to comply with the requests for service by the Lake District if they are consistent with good law enforcement practices, but the Sheriff retains final authority to make any final decisions as to the manner and times in which services shall be rendered. The Lake District understands and agrees that in the event that the County is unable to supply water patrol officers at any given time when otherwise previously scheduled, that the County may modify when water patrol services are provided.

In addition to the approximate number of hours of water patrol services contemplated by this paragraph, the Lake District may request that the County provide additional man-hours of water patrol enforcement to be scheduled in a manner mutually agreed upon by the Lake District and the County. An example of additional water patrol activities would be for holidays and special events. All regular and additional service shall be provided by the Sheriff and the County at the rates listed in the Agreement.

The Lake District understands and agrees that the Sheriff's ability to provide these services will be dependent on the availability of County officers. In the event that staffing shortages, competing obligations or emergencies arise in the County, the Sheriff may not be able to provide water patrol officers at a scheduled time. The Lake District shall not be entitled to make any claims or request any damages against the Sheriff, the County or assigned officers if he or she is unable to respond to a request for assistance. Further, the Lake District is not entitled to offset or reduce any of the fees due and owing under the terms of the Agreement.

Nothing in this Agreement shall alter or modify the Sheriff and the County's response to requests for emergencies in the Lake District that does not involve contractually agreed upon water patrol services.

4.4 Reporting: The Sheriff shall provide to the Lake District a quarterly report of activities generated as a result of this contract. This report shall include response time and the number of calls for service in and out of the Lake District relating to water patrol services. The quarterly report referred to herein shall be delivered to the representative of the Lake District designated pursuant to Section 4.8.

4.5 Service Management: The planning, organization, hiring, assigning, scheduled, direction, supervision, discipline and dismissal of all water patrol personnel and all other matters relating to the delivery of water patrol services to Lake District shall be determined by the Sheriff and the County. The County shall have exclusive authority over the activities of

County's personnel working in the Lake District for water patrol enforcement and may use such personnel as the County deems necessary.

The County shall have the right to determine if water patrol services can be provided or if they should not be provided due to weather, water conditions or other safety concerns. The Lake District shall promptly notify the County if water conditions change (rise or lower) and thereby present a risk of harm to either the County employees or equipment being used to provide the services.

Any requests by the Lake District for alternative, specific or additional services shall be made by Lake District to the Marine Unit Commander for the Sheriff's Department.

- 4.6 Responsiveness: The Sheriff shall give prompt consideration to all requests of the Lake District regarding the delivery of general law enforcement services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices, but the Sheriff shall retain final authority to make the final decision as to the manner in which such services shall be rendered.
- 4.7 Dispute Resolution: Any conflict between the parties regarding the extent or manner of performance of the general law enforcement services delivered to the Lake District shall be resolved by the mutual agreement of the parties.
- 4.8 Representatives: The Lake District hereby designates Chuck Walker from the Lake District as its designated representative for matters pertaining to this contract. The Lake District and the Sheriff shall confer upon matters concerning the delivery of general law enforcement services to the Lake District and shall meet to receive requests, complaints or suggestions for the implementation of the delivery of such services. If requested, a command officer, designated by the Sheriff, shall meet with the members of the standing Lake District committee on the second and fourth Monday of each month, or at such other times as may be designated and which are mutually convenient to the parties hereto. It is the intention of the parties that the quarterly reports furnished pursuant to Section 4.4 shall be discussed between the designated Sheriff's Department supervisor and the Lake District. In addition, the Lake District and designated representatives of the Sheriff's Department Administration shall meet quarterly to review reports and to review any other matters pertinent to the implementation of this contract.
- 4.9 Arrests: Citations: In most instances, except those requiring the issuance of state charges or specific Village of Salem Lake ordinances, arrests and/or citations issued or made by deputies assigned under this Agreement shall be made under County ordinances. It is specifically understood by the County and the Lake District that the County has the discretion to determine what citation to write and under what authority. Further, it is of great material consideration that all arrests/citations possible be resolved through Circuit Court rather than through any municipal court. As such, the Sheriff warrants that to the extent feasible, all arrests and/or citations will be written through the County Ordinances.

5. RESOURCES

- 5.1 County Responsibilities: Except as otherwise stipulated and stated herein, the County shall furnish all labor, boats, vehicles, communication systems and facilities required to provide water patrol enforcement services to the Lake District.

- 5.1 Lake District responsibilities: The Lake District furthermore agrees to assume the responsibility and associated costs for prosecuting any Village of Salem Lake Ordinances and furthermore agrees to budget, tax and levy for the expenses and costs associated with this contract. The Lake District shall promptly give the Sheriff written notice of any Court decision or ruling which determines a Village of Salem Lake ordinance to be unlawful or unconstitutional.
- 5.2 Individual Ownership: The County and the Lake District shall retain title to the property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.
- 5.3 Equipment specific to Water Patrol Services. The County shall have the option of using either a boat owned by the County or a boat supplied by the Lake District. The County has the sole discretion in determining which boat to use for water patrol service. The Lake District is responsible for routinely inspecting any boat furnished by the Lake District and for ensuring that any boat provided to the County by the Lake District is functioning and in good working order. The Lake District shall be responsible for any mechanical issues or failures with the boat, plus normal wear and tear resulting from the boat's usage. The Lake District is responsible for fuel and routine maintenance for any boats provided to the County for water patrol services. Further, the Lake District shall ensure that any boat provided to the County for water patrol services is covered by a policy of insurance on both a physical damage and liability basis. The policy shall include an endorsement identifying the County as an Additional Insured, and an endorsement in favor of the County waiving the Lake District's and its insurer's rights of subrogation shall be issued. In addition, the Lake District's property insurer shall be notified that a Kenosha County representative will operate the boat when needed.

The County will be responsible for any liability resulting from the use of the boat provided by the Lake District or the County's own boat, if resulting from the acts or omissions of Kenosha County employees.

6. LIABILITY

- 6.1 County: Except as hereinafter set forth, and without waiving any rights or defenses under State or Federal law, the County shall assume liability for, defend against all claims, judgments and legal action, and all costs or damages for injury to person or property caused by the negligence or errors of the Sheriff's personnel in providing water patrol and enforcement services to the Lake District.
- 6.2 Lake District: The Lake District shall assume liability for, defend against, and exempt and hold harmless the County from (1) all claims, judgments and legal action, costs or damages for intentional or negligent injury to person or property caused by the Lake District, and (2) all costs or damages for intentional or negligent injury to person or property arising out of the lawful enforcement of a Village of Salem Lakes Ordinance, it being the intent of the parties hereto that the Lake District shall assume liability in all respects for any loss caused as a result of the unconstitutionality, vagueness or other impropriety of a Village ordinance.

7. PERSONNEL

- 7.1 Employee Status: All persons employed by the Sheriff in providing law enforcement services to the Lake District shall be trained County officers or employees entitled to wages and benefits as may result due to collective bargaining solely between the County and the

Deputy Sheriff's Association. Such officers and employees shall be responsible solely to the Sheriff, and shall have all the authority of any other Sheriff's deputy, and furthermore they shall not have any benefit, status or right of the Lake District employment.

- 7.2 Employee Selection: All deputies engaged in law enforcement service under the terms of this contract shall be selected and employed pursuant to the Kenosha County Civil Service Ordinance.
- 7.3 Payment: The Lake District shall not be liable for and shall not make the direct payment of salaries, wages or other direct or indirect compensation to County officers or employees providing general law enforcement services to the Lake District and the Sheriff shall hold the Lake District harmless from and indemnify the Lake District for such costs.
- 7.4 Indemnity: The Lake District shall not be liable for indemnity to any County officer or employee for injury or sickness of the deputy arising out of his employment in providing general law enforcement services to the Lake District, it being understood that the Lake District is compensating the County for Workmen's Compensation Insurance as part of the fees incidental to this contract.

8. MUNICIPAL AGENCY

For the sole purpose of giving official status to their acts when performing municipal functions within the scope of this Agreement, every County officer or employee assigned to and engaged in providing water patrol services to the Lake District shall be considered and appointed an employee of the Lake District, and for no other purposes. This provision shall be implemented by a Village of Salem Lakes Ordinance.

9. FEES

- 9.1 The Lake District agrees to pay the County for all fees incurred in conjunction with these water patrol enforcement services. This includes reimbursement for the hourly rate and any overtime pay of the Deputy(s) that responds to any request for services in addition to administrative costs outlined in the Agreement. The Village would also be responsible for paying for any time spent by the Deputy(s) in preparing any resulting case for trial and any associated court or filing fees. The current average hourly rate of a Kenosha County Deputy is \$61.84, but this rate may change from time to time and will vary if depending on which Deputy responds to the calls for service. The Lake District will be billed at the current rate of pay for the Deputy assigned.
- (a) Related administrative costs (i.e., costs incurred by the County but for this contract) are set forth in Exhibit "B" and shall include, but not be limited due to enumeration, the following: wages, workmen's compensation, repair, replacements, insurance and bonding, social security, fringe benefits, supplies, account and record keeping, training of deputies, supervision, etc. Wage calculations for this contract can be found on the attached Schedule "A". The County will bill the Lake District for these water patrol services on a quarterly basis and provide all relevant documentation. The Lake District shall pay for these services within thirty (30) days of receipt of County's billing.
- 9.2 Computation: Said fees to be paid by the Lake District to the County shall not include any expenses attributable to services or facilities normally provided to all government units within the County as part of enforcement duties and functions customarily performed by the Sheriff under the Statutes of this State.
- 9.3 Records: The County agrees it will keep written records containing the actual County costs in providing the services herein, and the Lake District shall have the right to inspect these records at any reasonable time.

10. TERM

This Agreement shall take effect on ____, 2024 and shall continue through December 31, 2024, unless terminated under Section 15 of this contract.

11. MODIFICATION

The terms of this contract may be modified at any time by mutual consent of the signatories of this contract or their successors so as to expand or restrict the scope of this Agreement.

12. SUCCESSORS

This Agreement shall be binding on any and all successors to the signatories of this contract.

13. WAIVER

No waiver of a breach of any of the agreements contained herein shall be construed to be a waiver of any subsequent breach of the same or any other agreement or condition contained in this contract

14. SCOPE

The terms of this Agreement shall be exclusively binding upon all parties to this Agreement and their successors regardless of any prior statements, be they oral or written, made by any party.

15. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other parties of its intention to withdraw. Such notice to be forwarded to the Clerk of the appropriate Board.

16. RENEGOTIATION

Six (6) months prior to expiration, both parties shall meet to determine renewal of the current contract.

17. EXECUTION

Signatories: The party hereto has executed this Agreement at Kenosha, Wisconsin, the day and year first written above.

SHERIFF'S DEPARTMENT

By: _____
David Zoerner, Sheriff

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this _____ day of _____, 20____, the above-named Kenosha County Sheriff, David Zoerner, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as the act and deed of the Sheriff's Department of Kenosha County and by his authority.

Notary Public, Kenosha County, Wisconsin
My Commission Expires: _____

KENOSHA COUNTY

By: _____
Samantha Kerkman, County Executive

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this _____ day of _____, 20____, the above named County Executive, Samantha Kerkman, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as the act and deed of the Office of Executive of Kenosha County and by his authority.

Notary Public, Kenosha County, Wisconsin
My Commission Expires: _____

LAKE DISTRICT

By: _____

Kenosha



County

MEMORANDUM

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 04/16/2024

SUBJECT: Intergovernmental Agreement to provide water patrol enforcement services to Camp and Center Lake Rehabilitation District

SUBMITTED BY: Captain Eric Klinkhammer

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):

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 Cooperative Agreement Between Kenosha County and the Silver Lake Management District to provide water patrol enforcement services to Silver Lake .

Upon approval of this resolution the Sheriff's Department will provide fully reimbursed water patrol enforcement services to the Mangement District as indicated in the attached Inter-Governmental agreement.

Dept./Division Head Signature:  Date: 3/14/24

2. Department Head Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature:  Date: 3/26/24

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature:  Date: 3/28/24

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐


Executive Signature:  Samantha Kerk Date: 3/28/2024

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

KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: Resolution in Support Of Intergovernmental Agreement Between Kenosha County And The Silver Lake Management District to Provide Water Patrol Law Enforcement Services to Silver Lake		
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>
Resubmitted <input type="checkbox"/>		
Date Submitted: 4/1/2024	Date Resubmitted:	
Submitted By: Capt Eric Klinkhammer		
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>	
Prepared By: Captain Eric Klinkhammer	Signature: 	

WHEREAS, Wisconsin Statute § 66.0301 allows municipalities, including counties and public inland lake protection and rehabilitation districts, to contract with other municipalities for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wisconsin Statutes §§ 59.03 allows Kenosha County and the Silver Lake Management District to enter into a contract to have Kenosha County's Sheriff's Department provide general law enforcement services, specifically Marine Law Enforcement services on the Silver Lake; and

WHEREAS, Kenosha County, Kenosha County's Sheriff's Department and the Silver Lake Management District have entered into an agreement to provide these law enforcement services; and

WHEREAS, the intergovernmental agreement attached hereto as "Exhibit A" between Kenosha County, Kenosha County Sheriff's Department and the Silver Lake Management District authorizes the Kenosha County Sheriff's Department to provide law enforcement services and sets forth the applicable terms and conditions; and

WHEREAS, the intergovernmental agreement is for the mutual benefit of both Kenosha County, Kenosha County's Sheriff's Department and the Silver Lake Management District; and

WHEREAS, the Silver Lake Management District Board of Commissioners met on on March 19, 2024 and approved the intergovernmental agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby supports, authorizes and approves the attached intergovernmental agreement between Kenosha County, Kenosha County's Sheriff's Department and the Silver Lake Management District;

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 any contracts, agreements, or other documents necessary now or in the future to carry out the intent of this resolution.

Dated at Kenosha County, Wisconsin, this ____ day of ____, 2024.
Submitted By:

JUDICIARY AND LAW ENFORCEMENT COMMITTEE

FINANCE/ADMINISTRATION COMMITTEE

**AN AGREEMENT FOR WATER PATROL ENFORCEMENT SERVICES TO BE PROVIDED BY
THE COUNTY OF KENOSHA, WISCONSIN TO
SILVER LAKE MANAGEMENT DISTRICT, WISCONSIN**

This agreement is entered this ____ day of ____, 2024, by and between Kenosha County, hereafter referred to as the County, the County Sheriff, hereafter referred to as the Sheriff, and the Silver Lake Management District, Wisconsin, hereafter referred to as the "Lake District".

WHEREAS, the Lake District desires to purchase general law enforcement services (water patrol enforcement services) within the Lake District, additional to those services which the Sheriff is required to provide by statute, the Lake District being willing to assume the cost of this protection, and

WHEREAS the County is willing to provide these additional general law enforcement services (water patrol enforcement) to the Lake District under certain terms and conditions.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. STATEMENT OF AGREEMENT

Kenosha County, Wisconsin and its Sheriff agree to provide water patrol enforcement services to the Lake District located in Kenosha County, Wisconsin, and the Lake District agrees to engage the County through its Sheriff to provide such service in accordance with and subject to the terms of this Agreement.

2. LEGAL BASIS

This Agreement is authorized by the provision of Wisconsin Statutes §§ 66.0301, 61.65, 59.03 and pursuant to Kenosha County Board Resolution, and the Village of Salem Lakes Ordinances.

3. GENERAL LAW ENFORCEMENT SERVICES DEFINED

The Lake District desires to purchase additional law enforcement services from the Sheriff and County relating to water patrol enforcement services. Specifically, water patrol services consist of patrol and investigation on the inland waters of Silver Lake or the shores immediately contiguous thereto, including the enforcement of all applicable laws in effect in the Lake District. Applicable laws in effect in the Lake District shall include Village of Salem Lakes ordinances or State Statutes or Administrative Code provisions adopted by ordinance or such other laws as are customarily enforced by the County Water Patrol. The County is willing to provide additional these water patrol enforcement services to the Lake District.

4. DELIVERY OF SERVICES

- 4.1 Services Areas: The Sheriff shall provide general water patrol enforcement services on and adjacent to the body of water known as Silver Lake in the Village of Salem Lakes.

- 4.2 Enforcement Responsibilities: The Sheriff shall enforce State Statutes, applicable County ordinances and ordinances of the Village Salem Lakes. The Sheriff shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Sheriff under the Statutes of this State.

- 4.3 Quantity and Delivery of Regular Services: The County shall deliver to the Lake District a minimum of eighty (80) hours of water patrol services, not to exceed billings of \$7,000. This water patrol service shall consist of one-half (1/2) day on each weekend, beginning on Memorial Day weekend until the second week of August. The water patrol services shall alternate on mornings and evenings and should enforce no wake ordinances when appropriate.

The Sheriff will have the sole discretion to designate which patrol officers are assigned to work on Silver Lake. The Sheriff also has sole discretion in determining what days and times patrol services will be provided to the Lake District, giving due consideration to any specific requests and parameters set by the Lake District. Further, the Sheriff shall make every effort to comply with the requests for service by the Lake District if they are consistent with good law enforcement practices, but the Sheriff retains final authority to make any final decisions as to the manner and times in which services shall be rendered. The Lake District understands and agrees that in the event that the County is unable to supply water patrol officers at any given time when otherwise previously scheduled, that the County may modify when water patrol services are provided.

In addition to the approximate number of hours of water patrol services contemplated by this paragraph, the Lake District may request that the County provide additional man-hours of water patrol enforcement to be scheduled in a manner mutually agreed upon by the Lake District and the County. An example of additional water patrol activities would be for holidays and special events. All regular and additional service shall be provided by the Sheriff and the County at the rates listed in the Agreement.

The Lake District understands and agrees that the Sheriff's ability to provide these services will be dependent on the availability of County officers. In the event that staffing shortages, competing obligations or emergencies arise in the County, the Sheriff may not be able to provide water patrol officers at a scheduled time. The Lake District shall not be entitled to make any claims or request any damages against the Sheriff, the County or assigned officers if he or she is unable to respond to a request for assistance. Further, the Lake District is not entitled to offset or reduce any of the fees due and owing under the terms of the Agreement.

Nothing in this Agreement shall alter or modify the Sheriff and the County's response to requests for emergencies in the Lake District that does not involve contractually agreed upon water patrol services.

- 4.4 Reporting: The Sheriff shall provide to the Lake District reports of activities generated as a result of this contract for the months of May/June (combined), July, and August. These reports shall include response time and the number of calls for service in and out of the Lake District relating to water patrol services. These reports referred to herein shall be delivered to the representative of the Lake District designated pursuant to Section 4.8.
- 4.5 Service Management: The planning, organization, hiring, assigning, scheduled, direction, supervision, discipline and dismissal of all water patrol personnel and all other matters relating to the delivery of water patrol services to Lake District shall be determined by the Sheriff and the County. The County shall have exclusive authority over the activities of

County's personnel working in the Lake District for water patrol enforcement and may use such personnel as the County deems necessary.

The County shall have the right to determine if water patrol services can be provided or if they should not be provided due to weather, water conditions or other safety concerns. The Lake District shall promptly notify the County if water conditions change (rise or lower) and thereby present a risk of harm to either the County employees or equipment being used to provide the services.

Any requests by the Lake District for alternative, specific or additional services shall be made by Lake District to the Marine Unit Commander for the Sheriff's Department.

- 4.6 Responsiveness: The Sheriff shall give prompt consideration to all requests of the Lake District regarding the delivery of general law enforcement services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices, but the Sheriff shall retain final authority to make the final decision as to the manner in which such services shall be rendered.
- 4.7 Dispute Resolution: Any conflict between the parties regarding the extent or manner of performance of the general law enforcement services delivered to the Lake District shall be resolved by the mutual agreement of the parties. If the parties are not able to agree, the parties will agree on mediation to attempt to resolve any disputes.
- 4.8 Representatives: The Lake District hereby designates Jim Purinton from the Lake District as its designated representative for matters pertaining to this contract. The Lake District and the Sheriff shall confer upon matters concerning the delivery of general law enforcement services to the Lake District and shall meet to receive requests, complaints or suggestions for the implementation of the delivery of such services. If requested, a command officer, designated by the Sheriff, shall meet with the members of the standing Lake District committee on the second and fourth Monday of each month, or at such other times as may be designated and which are mutually convenient to the parties hereto. It is the intention of the parties that the quarterly reports furnished pursuant to Section 4.4 shall be discussed between the designated Sheriff's Department supervisor and the Lake District. In addition, the Lake District and designated representatives of the Sheriff's Department Administration shall meet quarterly to review reports and to review any other matters pertinent to the implementation of this contract.
- 4.9 Arrests: Citations: In most instances, except those requiring the issuance of state charges or specific Village Salem Lakes ordinances, arrests and/or citations issued or made by deputies assigned under this Agreement shall be made under County ordinances. It is specifically understood by the County and the Lake District that the County has the discretion to determine what citation to write and under what authority. Further, it is of great material consideration that all arrests/citations possible be resolved through Circuit Court rather than through any municipal court. As such, the Sheriff warrants that to the extent feasible, all arrests and/or citations will be written through the County Ordinances.

5. RESOURCES

- 5.1 County Responsibilities: Except as otherwise stipulated and stated herein, the County shall furnish all labor, boats, vehicles, communication systems and facilities required to provide water patrol enforcement services to the Lake District.

- 5.2 Lake District responsibilities: The County agrees to assume the responsibility and associated costs for prosecuting any Village Salem Lakes Ordinances. The Lake District shall promptly give the Sheriff written notice of any Court decision or ruling of which the Lake District becomes aware which determines a Village Salem Lakes ordinance to be unlawful or unconstitutional.
- 5.3 Individual Ownership: The County and the Lake District shall retain title to the property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

6. LIABILITY

- 6.1 County: Except as hereinafter set forth, and without waiving any rights or defenses under State or Federal law, the County shall assume liability for, defend against all claims, judgments and legal action, and all costs or damages for injury to person or property caused by the negligence or errors of the Sheriff's personnel in providing water patrol and enforcement services to the Lake District.
- 6.2 Lake District: The Lake District shall assume liability for, defend against, and exempt and hold harmless the County from all claims, judgments and legal action, costs or damages for intentional or negligent injury to person or property caused by the Lake District.,

7. PERSONNEL

- 7.1 Employee Status: All persons employed by the Sheriff in providing law enforcement services to the Lake District shall be trained County officers or employees entitled to wages and benefits as may result due to collective bargaining solely between the County and the Deputy Sheriff's Association. Such officers and employees shall be responsible solely to the Sheriff and shall have all the authority of any other Sheriff's deputy, and furthermore they shall not have any benefit, status or right of the Lake District employment.
- 7.2 Employee Selection: All deputies engaged in law enforcement service under the terms of this contract shall be selected and employed pursuant to the Kenosha County Civil Service Ordinance.
- 7.3 Payment: The Lake District shall not be liable for and shall not make the direct payment of salaries, wages or other direct or indirect compensation to County officers or employees providing general law enforcement services to the Lake District and the Sheriff shall hold the Lake District harmless from and indemnify the Lake District for such costs.
- 7.4 Indemnity: The Lake District shall not be liable for indemnity to any County officer or employee for injury or sickness of the deputy arising out of his employment in providing general law enforcement services to the Lake District, it being understood that the Lake District is compensating the County for Workmen's Compensation Insurance as part of the fees incidental to this contract.

8. MUNICIPAL AGENCY

For the sole purpose of giving official status to their acts when performing municipal functions within the scope of this Agreement, every County officer or employee assigned to and engaged in providing water

patrol services to the Lake District shall be considered and appointed an employee of the Lake District, and for no other purposes. This provision shall be implemented by a Village Salem Lakes Ordinance.

9. FEES

- 9.1 The Lake District agrees to pay the County for all fees incurred in conjunction with these water patrol enforcement services. This includes reimbursement for the hourly rate and any overtime pay of the Deputy(s) that responds to any request for services in addition to administrative costs outlined in the Agreement. The Lake District would also be responsible for paying for any time spent by the Deputy(s) in preparing any resulting case for trial and any associated court or filing fees. The current average hourly rate of a Kenosha County Deputy is \$61.84, but this rate may change from time to time and will vary if depending on which Deputy responds to the calls for service. The Lake District will be billed at the current rate of pay for the Deputy assigned.
- (a) Related administrative costs (i.e., costs incurred by the County but for this contract) are set forth in Exhibit "B" and shall include, but not be limited due to enumeration, the following: wages, workmen's compensation, repair, replacements, insurance and bonding, social security, fringe benefits, supplies, account and record keeping, training of deputies, supervision, etc. Wage calculations for this contract can be found on the attached Schedule "A". The County will bill the Lake District for these water patrol services on a quarterly basis and provide all relevant documentation. The Lake District shall pay for these services within thirty (30) days of receipt of County's billing.
- 9.2 Computation: Said fees to be paid by the Lake District to the County shall not include any expenses attributable to services or facilities normally provided to all government units within the County as part of enforcement duties and functions customarily performed by the Sheriff under the Statutes of this State.
- 9.3 Records: The County agrees it will keep written records containing the actual County costs in providing the services herein, and the Lake District shall have the right to inspect these records at any reasonable time.
- 9.4 Application to WDNR for Reimbursement of Costs: The County will prepare and apply for a Wisconsin DNR Boat Enforcement Patrol Grant for reimbursement to the Lake District of up to 75% of costs incurred pursuant to this contract.

10. TERM

This Agreement shall take effect on ____, 2024 and shall continue through December 31, 2024, unless terminated under Section 15 of this contract.

11. MODIFICATION

The terms of this contract may be modified at any time by mutual consent of the signatories of this contract or their successors so as to expand or restrict the scope of this Agreement.

12. SUCCESSORS

This Agreement shall be binding on any and all successors to the signatories of this contract.

13. WAIVER

No waiver of a breach of any of the agreements contained herein shall be construed to be a waiver of any subsequent breach of the same or any other agreement or condition contained in this contract

14. SCOPE

The terms of this Agreement shall be exclusively binding upon all parties to this Agreement and their successors regardless of any prior statements, be they oral or written, made by any party.

15. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other parties of its intention to withdraw. Such notice to be forwarded to the Clerk of the appropriate Board.

16. RENEGOTIATION

Six (6) months prior to expiration, both parties shall meet to determine renewal of the current contract.

17. EXECUTION

Signatories: The party hereto has executed this Agreement at Kenosha, Wisconsin, the day and year first written above.

SHERIFF'S DEPARTMENT

By: _____
David Zoerner, Sheriff

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this _____ day of _____, 20____, the above-named Kenosha County Sheriff, David Zoerner, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as the act and deed of the Sheriff's Department of Kenosha County and by his authority.

Notary Public, Kenosha County, Wisconsin
My Commission Expires: _____

KENOSHA COUNTY

By: _____
Samantha Kerkman, County Executive

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally, came before me this _____ day of _____, 20____, the above named County Executive, Samantha Kerkman, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as the act and deed of the Office of Executive of Kenosha County and by his authority.

Notary Public, Kenosha County, Wisconsin
My Commission Expires: _____.

SILVER LAKE MANAGEMENT DISTRICT

By: _____

Chairman

Kenosha



County

MEMORANDUM

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 04/16/2024

SUBJECT: Intergovernmental Agreement to provide water patrol enforcement services to Silver Lake Management District

SUBMITTED BY: Captain Eric Klinkhammer

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):

Kenosha County




BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject:

Activity Control License- Country Thunder East, LLC

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: 04/22/2024		Date Resubmitted	
Submitted By: Judiciary & Law Enforcement Committee			
Fiscal Note Attached:		Legal Note Attached <input type="checkbox"/>	
Prepared By: Captain Eric Klinkhammer Captain of Field Operations		Signature: 	

WHEREAS, pursuant to Chapter 8.01 of the Municipal Code of Kenosha County, the Sheriff's Department received the application from Kim Blevins for an Activity Control License for Country Thunder East, LLC, for the Country Thunder Music Festival held at 2305 Lance Drive, in the Town of Randall from July 17 through July 22, 2024 ,

WHEREAS, the Sheriff's Department has reviewed the documentation of the applicant, and

WHEREAS, the Department along with Planning and Development staff have met with Country Thunder Staff and have determined that the event and property will meet all requirements and will comply with Chapter 8.01, and

NOW, THEREFORE BE IT RESOLVED, by the Kenosha County Board of Supervisors that an Activity Control License for Country Thunder East. LLC be granted to Kim Blevins for the dates July 19 through July 24, 2024.

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

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

M E M O

DATE: April 18, 2024
TO: Judiciary and Law Committee
FROM: Captain Eric Klinkhammer
RE: Country Thunder Music Festival 2024

The Country Thunder Music Festival is scheduled for July 17 through July 22, 2024, at the Shadow Hill Ranch in the Town of Randall. The Town of Randall is expected to approve the 2024 Class B Liquor License for the event, the current license expires on June 30, 2024.

The festival's operation will be managed by General Manager Kimberly Blevins of Country Thunder East, LLC. Country Thunder has posted the \$320,000 bond to Kenosha County. This bond will cover all associated costs to the Sheriff's Department and associated agencies. This bond amount reflects an increase of \$17,000 from 2023.

The Sheriff's Department's operation will be like past years. We will be requesting additional police resources from neighboring agencies to assist with law enforcement operations on the grounds and traffic control. The Department will assign the Tactical Response Team to the event during hours of operation at each entrance to enhance and expedite the response to active shooter or mass casualty incidents.

In 2023 Country Thunder changed the traffic flow on the grounds which prevented traffic from flowing past the main pedestrian entrance on the grounds. This improved safety and reduced the amount of traffic queuing on the surrounding roadways to enter the event.

Also in 2023 the Sheriff's Department improved communication and command by assigning a supervisor to command the law enforcement operations in each facet of the operation. A Sheriff's supervisor was assigned to the Campgrounds, Festival Grounds, and Traffic Operations. This greatly reduced the work load of the incident commander and all reports indicate this was a necessary change. We will continue this practice in 2024.

Country Thunder also changed the layout of the Electric Thunder Dance area in 2023. In previous years this event was a major problem for event security and the Sheriff's Department. Country Thunder added 3 additional entrance/exit points and did not restrict entry. This adjustment eliminated the need for law enforcement to step in to control the crowds waiting for the event to open. Country Thunder indicated that due to this success, these changes will be permanent.

I have met virtually with Country Thunder Administration who indicated no major changes are expected for 2024. I recommend approval of the Activity Control License for the 2023 Country Thunder Festival.

BCC:
Sheriff Zoerner
Chief Deputy Miller
Executive Secretary

18-Apr-24



COUNTY OF KENOSHA

Division of Planning & Development

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

February 15, 2024

Irving One, LLC (Owner)
1222 N Grant Avenue
Odessa, TX 79761

Russell Brothers, LLC (Owners)
11909 Richmond Road
Twin Lakes, WI 53181

Diedrich Family Farm LLC (Owners)
2000 Richmond Road
Twin Lakes, WI 53181

Country Thunder Music Festivals (Agent)
730 Gallatin Pike N
Madison, TN 37115

Dear Applicants:

On February 14, 2024, the Planning, Development & Extension Education Committee of the Kenosha County Board of Supervisors approved your request for a Conditional Use Permit to allow a country music festival (July 18 - 21, 2024) with an assembly over 5,000 people on the following Tax Parcels: #60-4-119-304-0405 (Irving One, LLC), #60-4-119-304-0100 (Diedrich Family Farm LLC) & part of #60-4-119-311-0200 (Russell Brothers LLC) located in the S 1/2 of Section 30 & the N 1/2 of Section 31, T1N, R19E, Town of **Randall**.

Your request is approved, subject to the conditions signed by Craig Bottlemey, Agent, a copy of which is enclosed. Please note that it is your responsibility to ensure compliance with these conditions.

Should you have any questions or comments, please contact me at the phone number or address listed above.

Sincerely,

ANDY M. BUEHLER, Director
Division of Planning & Development

AMB:aw
Enclosure
cc: Randall Town Clerk



COUNTY OF KENOSHA

#9

Division of Planning & Development

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

CONDITIONS OF APPROVAL

IRVING ONE LLC, DIEDRICH FAMILY FARM LLC, RUSSELL BROTHERS LLC (OWNERS)
COUNTRY THUNDER EAST, LLC (LESSEE)
REQUESTING A CONDITIONAL USE PERMIT FOR
A COUNTRY MUSIC FESTIVAL WITH AN ASSEMBLY OVER 5,000 PEOPLE
AND OVERNIGHT CAMPING OF 100 OR MORE INDIVIDUALS
ON TAX PARCELS
#60-4-119-304-0405, #60-4-119-304-0100 AND PART OF #60-4-119-311-0200
TOWN OF RANDALL

[NOTE: ALL DEADLINE DATES ARE SHOWN IN BOLD]

1. Subject to the conditional use permit application stamped received by Planning & Development on November 28, 2023, which includes festival dates, times, general overview, event set-up and tear down schedule, camping overview, traffic summary, food and beverage operations, ticket information and attendance, general site information, rules and regulations, and emergency procedures. Implementation of improvements to the sites and adjacent areas may require permits from the State, Kenosha County, or the Town of Randall. In addition, permits may be required for signs in and along the right-of-way of Walworth County, and State, County and local highways in the State of Illinois. The applicant is responsible for obtaining these permits along with contacting and implementing the conditions as required by these units of government.
2. Subject to that approved by the Town of Randall Town Board on January 25, 2024.
3. Subject to compliance with any conditions established by the Village of Genoa City as part of their Special Events Permit.
4. If the Country Music Festival is to be held next summer, the application for the Conditional Use Permit shall be filed by no later than **February 12, 2025** for the March 1, 2025 Planning, Development & Extension Education Committee ("PDEEC") meeting to ensure adequate time for the planning and permitting of the event.
5. This conditional use permit is being granted solely for a single event, which shall be operated July 17-22, 2024. ~~Any additional festival events will require applying for and receiving a conditional use permit from PDEEC, as well as receiving approval from the other affected units of government having jurisdiction over events of this nature. If approval for this type of event is not granted in 2025, or the applicant chooses not to have an event in 2025, all lands that were rezoned from A-1 Agricultural Preservation District to A-2 General Agricultural shall be rezoned back to A-1 Agricultural Preservation District by the applicant(s) or its agent.~~
6. Kenosha County Planning and Development will schedule at least one update meeting at least two weeks prior to event and no later than July 3, 2024.
7. An event production schedule shall be provided for review to the Kenosha County Department of Planning & Development ("Planning & Development") by **July 3, 2024**.
8. Applicant shall provide the latest attendance numbers for review to the Kenosha County Sheriff's Department and Kenosha County Department of Planning & Development by **July 15, 2024**.

CONDITIONS – COUNTRY THUNDER 2024

Page 2 of 6

9. Applicant shall confirm each event day what the daily attendance numbers will be along with the number of "day specific" tickets sold or distributed and provide the numbers to the Kenosha County Sheriff's Department and Planning & Development each day.
10. Applicant shall provide proof of liability insurance to Planning & Development by no later than **July 3, 2024**.
11. A site plan showing the location of all temporary and permanent structures and their intended use for the duration of the Country Thunder event shall be provided to Planning & Development by **July 3, 2024**.
12. A list of amusement rides that will be present at the event and proof of liability insurance shall be provided to Planning & Development by **July 12, 2024**. All amusement rides shall be properly registered and operated in accordance with Wisconsin Administrative Code Chapter SPS 334 – Amusement Rides.
13. The County Thunder Disaster Preplans, prepared by the Town of Randall Fire Department in 2022 and revised as needed, shall be followed for any fire, rescue, emergency and evacuation needs during the event. National Oceanic and Atmospheric Association (NOAA) weather radios shall be on hand and used to monitor weather conditions from the National Weather Service offices in Sullivan, WI and Chicago, IL during the duration of the festival, as referred to in the emergency plan. Site managers shall be briefed on their use and must be familiar with the use of radio communication equipment for interfacing with response agencies as necessary.
14. The grounds, including areas not visible to the public, shall be kept neat and clean at all times. Staff shall be provided for the purposes of picking up litter whenever the public is on the site. In addition, it is the responsibility of the applicant to remove all litter that may be blown from the site onto abutting properties and/or road rights-of-way, with final on & off-site clean-up being completed no later than August 2, 2024.
15. All Country Thunder-related structures, tents, temporary fences and equipment shall be removed from the event properties no later than **August 2, 2024**.

TRAFFIC AND PARKING

16. Traffic patterns/traffic control for the event shall be based on a traffic plan as depicted in the attached Exhibit A. Any change to this plan shall be reviewed and approved by representatives of Country Thunder, the Kenosha County Sheriff's Department, the Kenosha County Department of Public Works, Planning & Development and any other affected governmental agencies. The plan shall include the training and coordination of parking attendants and the affected county agencies. A series of coordination meetings including all affected agencies will be needed to solve traffic problems. Any costs associated with this traffic planning are the responsibility of the applicant. Any directional maps that are distributed by Country Thunder shall be reviewed and approved by the Kenosha County Sheriff's Department, the Kenosha County Department of Public Works and Planning & Development.
17. A detailed site plan showing all parking areas, camping areas and traffic flow patterns shall be submitted to Planning & Development by no later than **July 3, 2024**. Parking shall take place only in the designated areas shown on the plan. Entrance and exit roads shall be graveled and maintained for a minimum distance of 100 feet from the edge of pavement of the public road and the remaining entrance and exit roads shall be maintained in a dust free condition at all times. Efforts should be pursued to improve the condition of any internal festival roadways which historically become muddy and, therefore, difficult or impossible for patrons and staff to navigate. No off-site parking is allowed, including within public rights-of-way. "No Parking" signs must be installed by Kenosha County in the vicinity of the event at the cost of the applicant. Directional signage, pavement marking, and roadway patrol shall be in accordance with memorandums and approvals from the Kenosha County Sheriff's Department and/or the Kenosha County Department of Public Works.

CONDITIONS – COUNTRY THUNDER 2024

Page 3 of 6

18. Taller and more visible signage at the main entrance gate and drop-off area shall be provided for this year's event. Signage shall be two-sided so as to be visible by traffic approaching from either direction and tall/large enough so as to not be obstructed from view by parked or queued vehicles entering the site. Plans for signage shall be submitted by no later than **June 3, 2024** to allow adequate time for review and approval prior to the event.
19. The drop-off area shall be designed for efficient vehicle flow into and out of the area, including providing prominent directional/informational signage and graveled or paved drive lanes in areas of mud or potential mud. Any change of the location or configuration of the drop-off area between approval of this Conditional Use Permit and the start of the event shall be reviewed and approved by the Kenosha County Sheriff's Department, the Kenosha County Department of Public Works and Planning & Development.

ACTIVITY CONTROL LICENSE

20. The applicant is responsible for applying for and obtaining a Kenosha County Activity Control License with the Kenosha County Sheriff's Department and the Kenosha County Clerk's Office, to be approved by the Kenosha County Board of Supervisors prior to the event and complying with any associated conditions as set forth in said Activity Control License.

It should be noted that where a conflict exists between the proposed number of facilities, security staffing, parking attendants, toilets, etc., the applicant shall provide the greater number, but shall, under no circumstances, provide less than the required number as set forth in the Kenosha County Activity Control Ordinance, being Chapter 8 of the Municipal Code of Kenosha County.

HEALTH

21. The Kenosha County Division of Health shall test all three wells and the distribution systems by **July 3, 2024**. Repairs, maintenance and chlorinating of the wells, if needed, must be completed prior to this date. Any temporary water lines in the camping areas shall be shown on a plan and approved by the Kenosha County Division of Health.
22. The County Environmental Sanitarian shall be contacted **30 days prior to the music festival** to inspect the existing private onsite wastewater treatment systems (POWTS) on the festival grounds to determine compliance with the State and County Sanitary Codes.

Any new or existing buildings served with water and having sanitary waste drains and not connected to an acceptable POWTS will be identified at the time of the Sanitarian's inspection. Based on the project and time permitting, a complete plan submittal and an application for a Sanitary Permit may be required to be submitted to the Sanitarian with installation and inspection by the county occurring before **July 8, 2024**.
23. It is the responsibility of the applicant to comply with all State and local regulations regarding public health. This includes proper and adequate toilet and hand washing facilities, showering facilities, proper food preparation and serving conditions, adequate tested potable water, proper disposal of refuse and food by-products on a timely basis. The Kenosha County Division of Health requires permits and inspections to assure the event is conducted within laws of proper sanitation and health. The applicant shall obtain all necessary health-related permits and assure that all necessary tests and inspections are conducted. Above-mentioned facilities must be in place for inspection by **July 15, 2024**.
24. Plans showing the location of the vendor areas, along with a list of vendors occupying booths shall be provided to the Kenosha County Sheriff's Department, Kenosha County Division of Health and Planning & Development by **July 3, 2024**. The plan shall be kept current, and updates shall be provided prior to the event.
25. Information regarding service and service provider of grease disposal shall be provided to the Kenosha County Division of Health and Planning & Development by **July 3, 2024**.

CONDITIONS – COUNTRY THUNDER 2024

Page 4 of 6

26. Information on solid waste removal service provider and schedule of service to be provided to Kenosha County Division of Health and Planning & Development by **July 3, 2024**.
27. The Kenosha County Division of Health shall be provided with a list of names of individuals who are responsible for servicing portable toilet units, servicing hand washing stations, shower waste disposal, and supervising the food court and VIP food service areas by **July 3, 2024**. All hand washing stations shall be in place and installed with soap dispensers and single-service towel dispensers before the festival opens. Hand washing stations must be provided for all food preparation/serving areas. Hand washing stations need to be monitored and maintained with water, soap, and towels. In areas where water is not available under pressure, a minimum of a five- (5) gallon insulated container with a spigot and approved liquid waste disposal shall be provided.
28. Any individual considering tattooing at the event must contact the Kenosha County Division of Health by **July 3, 2024**.
29. Payment and applications for temporary restaurant licenses shall be received by **July 15, 2024**. Payment must be made to the Kenosha County Division of Health in the form of a certified check.
30. Payment for special event campground licenses and water testing fees shall be received by **July 15, 2024**. Payment must be made to the Kenosha County Division of Health in the form of a certified check.
31. Separate enclosed toilets for males and females meeting all state and local specifications must be conveniently located throughout the grounds and in proximity to the campground, sufficient to provide facilities for the maximum number of people to be assembled at the rate of at least one toilet for every 200 persons, with said facilities to be evenly-divided between male and female together with an efficient, sanitary means of disposing of waste matter deposited, which is in compliance with all state and local laws and regulations.
32. There must be one lavatory for every 500 persons with running water under pressure and a continuous supply of soap and paper towels to be provided with each lavatory or in the alternative a sufficient number of chemically treated sanitary towels.
33. Prep kitchens and the VIP buffet tent shall be completely screened, and other food booths shall be screened as needed.
34. Thermometers must be provided in all refrigeration units. A long stem thermometer shall be provided in all food tents/preparation areas to check hot food temperatures.
35. No bare hand contact of ready-to-eat food will be allowed. Employees shall use suitable utensils such as deli tissue, spatulas, tongs or single-use gloves.
36. One (1) hand-held radio unit must be provided to Kenosha County Division of Health staff to facilitate communication with Country Thunder staff.
37. Three (3) all access passes with VIP parking and an on-site all-terrain vehicle must be provided for Kenosha County Division of Health inspection staff.

GENERAL

38. To assure that proper facilities are provided to those attending and to assure that the festival has a minimum effect on the neighboring area, copies of service contracts as listed in the application shall be provided to Planning & Development by **July 3, 2024**.
39. No on- or off-premise signs, banners, or billboards shall be constructed, erected, or displayed without first obtaining proper permits from the State, County or local unit of government in which they are being located. The existing billboard sign located on the Country Thunder property along CTH P (Richmond Rd.) shall not be used to advertise for off-premise businesses or services

CONDITIONS – COUNTRY THUNDER 2024
Page 5 of 6

and shall be used only for advertising the Country Thunder event or other events taking place on the premises.

40. No operation of amusement rides past Midnight.
41. No hot air balloon rides are permitted.
42. All speakers facing away from permanent dwellings, as stated in the submitted Conditional Use Permit application dated November 28, 2023, must be enforced and observed.
43. A 1:00 a.m. curfew for excessive or loud noise, must be strictly enforced and observed. This includes all activities on the grounds including the circus tent (Electric Thunder) ceasing operations by 1 a.m., per the approval of the Town of Randall Town Board.
44. Information on electrical generators, number of units to be used and a site plan layout of their locations to be provided to Planning & Development by **July 3, 2024**.
45. On-site security shall be based on a plan prepared by the applicant and submitted to the Kenosha County Sheriff's Department by **July 8, 2024** for review and approval prior to the event. This must include security guards, either regularly-employed, duly sworn off-duty Wisconsin peace officers or private guards, licensed in Wisconsin, sufficient to provide adequate security for the maximum number of people to be assembled at the rate of at least one (1) security guard for every 750 people. Except that in the case of assemblies of less than 750 people, continuing between the hours of midnight and 8:00 a.m., there shall be at least one (1) security guard.
46. It has been determined that Kenosha County must assign staff and equipment to assure that this event is operated in accordance within the rules established by the state and the county and to ensure that this event has a minimal effect on the general public. In order to ensure that the taxpayers of Kenosha County are not burdened for cost(s) requiring staffing and equipment associated with this event, such as patrol and traffic control, highway maintenance, and the possibility of cleaning the public right-of-way, health inspections, golf carts, emergency services planning, along with review and verification by Planning & Development staff, approval of this request would be granted provided Kenosha County shall receive from the applicant or its agent a check. This check shall be in an amount as determined by the Kenosha County Sheriff's Department and payable to Kenosha County. Kenosha County may use the money solely for the purpose of reimbursing costs related to the event prior to, during, or after the event takes place. The County will provide a list of actual expenditures requiring reimbursement by the applicant. In addition, if Kenosha County determines that its actual costs related to the event exceeds the amount of the check, the applicant or its agent agrees by the signing of these conditions to reimburse Kenosha County for the additional costs related to the event. This check shall be received before review of the Activity Control License by the Judiciary & Law Enforcement Committee.
47. It is the responsibility of the petitioner to assure and guarantee that the above conditions are fully complied with. This includes, but is not necessarily limited to, meeting conditions established herein, providing letters of credit, providing and following approved plans, obtaining permits prior to construction, making improvements, participating in coordination meetings with governmental officials, following established time frames, meeting deadlines, and providing additional information where deemed necessary. Any unauthorized deviation from the approved plans and conditions shall result in the issuance of a citation and/or applicable stop work order by Planning & Development or other applicable agencies until the conditional use permit is brought back into compliance. Continued violation of the conditions as set forth herein shall result in a recommendation for revocation of the Conditional Use Permit.

I have read and understand the above conditions and hereby agree that I am willing to comply with them.

PRINT NAME: Craig Bottleny DATE: 12-14-2024
SIGNATURE: Craig Bottleny



Imagery Date: 6/25/2016 42°30'37.14" N 88°17'



KENOSHA SHERIFF

FIELD CASE REPORT

CASE# 2024-00307119

EVENT	REPORTED DATE/TIME 2/19/2024 11:32	OCCURRED INCIDENT TYPE Service	
	OCCURRED FROM DATE/TIME 02/19/2024 11:30	OCCURRED THRU DATE/TIME 02/19/2024 11:30	LOCATION OF OCCURRENCE 2305 LANCE DR / TWIN LAKES WI, 53181

OFFENSES	STATUTE/DESCRIPTION	COUNTS	ATTEMPT/COMMIT

SUBJECT	JACKET/SUBJECT TYPE Adult Other	NAME (LAST, FIRST, MIDDLE SUFFIX) PHILLIPS JOHN					
	DOB	AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP) 730 GALLATIN PIKE NORTH MADISON TN 37115				
	RACE White	SEX Male	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	IDENTIFICATION TYPE	PRIMARY PHONE Cellular Phone (423)202-5503	PHONE #2	PHONE #3			

SUBJECT	JACKET/SUBJECT TYPE Adult Other	NAME (LAST, FIRST, MIDDLE SUFFIX) BLEVINS KIMBERLY					
	DOB	AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP) 730 GALLATIN PIKE N MADISON TN 37115				
	RACE White	SEX Female	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	IDENTIFICATION TYPE	PRIMARY PHONE Business (615)970-0980	PHONE #2	PHONE #3			

SUBJECT	JACKET/SUBJECT TYPE Adult Other	NAME (LAST, FIRST, MIDDLE SUFFIX) GROSS TED					
	DOB	AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP) 730 GALLATIN PIKE NORTH MADISON TN 37115				
	RACE White	SEX Male	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	IDENTIFICATION TYPE	PRIMARY PHONE Cellular Phone (615)906-9665	PHONE #2	PHONE #3			

REPORTING OFFICER Klinkhammer Eric 171	DATE 2/19/2024	REVIEWED BY Malecki, Mark M	02/28/2024
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KENOSHA SHERIFF
FIELD CASE REPORT

CASE# 2024-00307119

ADDITIONAL SUBJECTS

SUBJECT	JACKET/SUBJECT TYPE	NAME (LAST, FIRST, MIDDLE, SUFFIX)					
	Adult	BOTTLEMY CRAIG					
	DOB	AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP)				
			730 GALLATIN PIKE NORTH MADISON TN 37115				
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	White	Male					
	IDENTIFICATION TYPE	PRIMARY PHONE		PHONE #2		PHONE #3	
		Cellular Phone (715)613-2597					

SUBJECT	JACKET/SUBJECT TYPE	NAME (LAST, FIRST, MIDDLE, SUFFIX)					
	Adult	EVANS LENORE					
	DOB	AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP)				
			730 GALLATIN PIKE NORTH NASHVILLE TN 37115-				
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	White	Female					
	IDENTIFICATION TYPE	PRIMARY PHONE		PHONE #2		PHONE #3	
		Cellular Phone (615)970-9698					

SUBJECT	JACKET/SUBJECT TYPE	NAME (LAST, FIRST, MIDDLE, SUFFIX)					
	DOB	AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP)				
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	IDENTIFICATION TYPE	PRIMARY PHONE		PHONE #2		PHONE #3	

SUBJECT	JACKET/SUBJECT TYPE	NAME (LAST, FIRST, MIDDLE, SUFFIX)					
	DOB	AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP)				
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	IDENTIFICATION TYPE	PRIMARY PHONE		PHONE #2		PHONE #3	

SUBJECT	JACKET/SUBJECT TYPE	NAME (LAST, FIRST, MIDDLE, SUFFIX)					
	DOB	AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP)				
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	IDENTIFICATION TYPE	PRIMARY PHONE		PHONE #2		PHONE #3	

REPORTING OFFICER	DATE	REVIEWED BY	
Klinkhammer Eric 171	2/19/2024	Malecki, Mark M	02/28/2024



KENOSHA SHERIFF

FIELD CASE REPORT

CASE# 2024-00307119

NARRATIVE

I: Farden, Allison (Manager)
I: Bottlemey, Craig (Site Manager)
I: Gross, Ted (Operations Manager)
I: Phillips, John (Security Manager Axis Security)
I: Evans, Lenore (Artist Relations Manager)

Country Thunder East LLC received approval for a Conditional Use Permit (CUP) from KenoshaCounty on February 14, 2024. This permits Country Thunder East LLC, Iving One LLC, and Russell Brothers LLC to operate the Country Thunder Music Festival, located at 2305 Lance Drive in the Town of Randall. The CUP allows the operation of the Festival from July 17 through July 22, 2024.

The festival layout is expected to remain similar to previous years. The anticipated attendance is 25,000-30,000 people. The attendance cap per the CUP is 30,000.

The Town of Randall approved the Festival at their Town Board meeting on January 25, 2024 and has issued a Class B Liquor license to the festival during each year of its existence. The current liquor license expires 06/30/2024. The Town of Randall is expected to approve the renewal of the license at the Town Board meeting in June.

The Activity Control License resolution will be authored and placed on the County Board agenda for approval.

REPORTING OFFICER

Klinkhammer Eric 171

DATE

2/19/2024

REVIEWED BY

Malecki, Mark M

02/28/2024

COMBINATION
FORM

No. 2023/2024 - 006
\$350.00

CLASS B RETAILER'S LICENSE
for the sale of
FERMENTED MALT BEVERAGES and INTOXICATING LIQUORS

WHEREAS, the local governing body of the **TOWN of RANDALL**, County of **KENOSHA**, Wisconsin, has, upon application duly made, granted and authorized the issuance of a Retail Class "B" License to **Licensing AZ-WI Ranch LLC, Gary Martin, Agent** to sell Fermented Malt Beverages as defined by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the Treasurer the sum of **\$150.00** for such Class "B" Retailer's Fermented Malt Beverage license as required by local ordinances, **AND WHEREAS**, the local governing body has granted and authorized the issuance of a "Class B" Intoxicating Liquor License to said applicant to sell Intoxicating Liquor as defined in and pursuant to Chapter 125.51(3) of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of **\$200.00** for such "Class B" Intoxicating Liquor License as provided by local ordinances and has complied with all the requirements necessary for obtaining such licenses,

LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises **Country Thunder Music Festival, 11514 Richmond Rd., Twin Lakes, WI.**

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

Given under my hand and the corporate seal of the
TOWN of RANDALL
COUNTY of KENOSHA
this 15th day of June 2023


Callie Rucker, Town Clerk

COUNTY OF KENOSHA --- STATE OF WISCONSIN



Expires: August 1, 2024

CABARET LICENSE

To All to Whom it may Concern, Greetings:

WHEREAS, pursuant to Section 8.02 of the Municipal Code of the County of Kenosha, application has been received and is on file in the office of the County Clerk for a Cabaret License for the premises hereinafter described, and

WHEREAS, said applicant has paid to the Clerk of Kenosha County, the sum of \$150.00, and

WHEREAS, pursuant to Section 8.02 of the Municipal Code of the County of Kenosha, the County Board of Supervisors of the County of Kenosha has authorized the granting of a Cabaret License to
AZ - WI RANCH, LLC.

NOW, THEREFORE, a Cabaret License is hereby granted to Gary Martin, Agent at 11514 Richmond Road, Town of Randall to provide entertainment pursuant to the provisions of said Municipal Code,

BE IT FURTHER KNOWN, that this license is granted subject to the provisions and conditions of said Municipal Code and subject to revocation as therein provided.



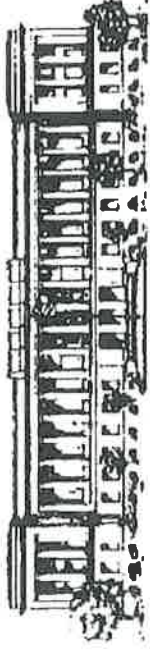
2053

Given under my hand and the Official Seal of the County of Kenosha at my office, in the City of Kenosha, in County aforesaid, this 4th day of August A.D. 2023,

Leigh Dalupra

County Clerk

COPY



Expires: August 1, 2024

CABARET LICENSE

To All to Whom it may Concern, Greetings:

WHEREAS, pursuant to Section 8.02 of the Municipal Code of the County of Kenosha, application has been received and is on file in the office of the County Clerk for a Cabaret License for the premises hereinafter described, and

WHEREAS, said applicant has paid to the Clerk of Kenosha County, the sum of **\$150.00**, and

WHEREAS, pursuant to Section 8.02 of the Municipal Code of the County of Kenosha, the County Board of Supervisors of the County of Kenosha has authorized the granting of a Cabaret License to

AZ - WI RANCH, LLC.

NOW, THEREFORE, a Cabaret License is hereby granted to **Gary Martin, Agent at 11514 Richmond Road, Town of Randall** to provide entertainment pursuant to the provisions of said Municipal Code,

BE IT FURTHER KNOWN, that this license is granted subject to the provisions and conditions of said Municipal Code and subject to revocation as therein provided.

Board Approval
8/4/2023

Given under my hand and the Official Seal of the County of Kenosha at my office, in the City of Kenosha, in County aforesaid, this **4th** day of **August A.D. 2023**,

2053

County Clerk

SCANNED



Kenosha County Sheriff's Department



COUNTRY THUNDER MUSIC FESTIVAL

Calls for Service, Arrest,
and Citation Analysis

3-Year Comparison

Created by: KSD Data Analyst

Date: 04/21/2024



COUNTRY THUNDER MUSIC FESTIVAL

Calls for Service Analysis

3-Year Comparison



In anticipation of the 2024 Country Thunder Music Festival in Twin Lakes, WI, Kenosha County Sheriff's Department Calls for Service, Arrests, and Citations generated over the past three years were analyzed.

Calls for Service analysis of the event comparing 2021, 2022, and 2023 determined the following:

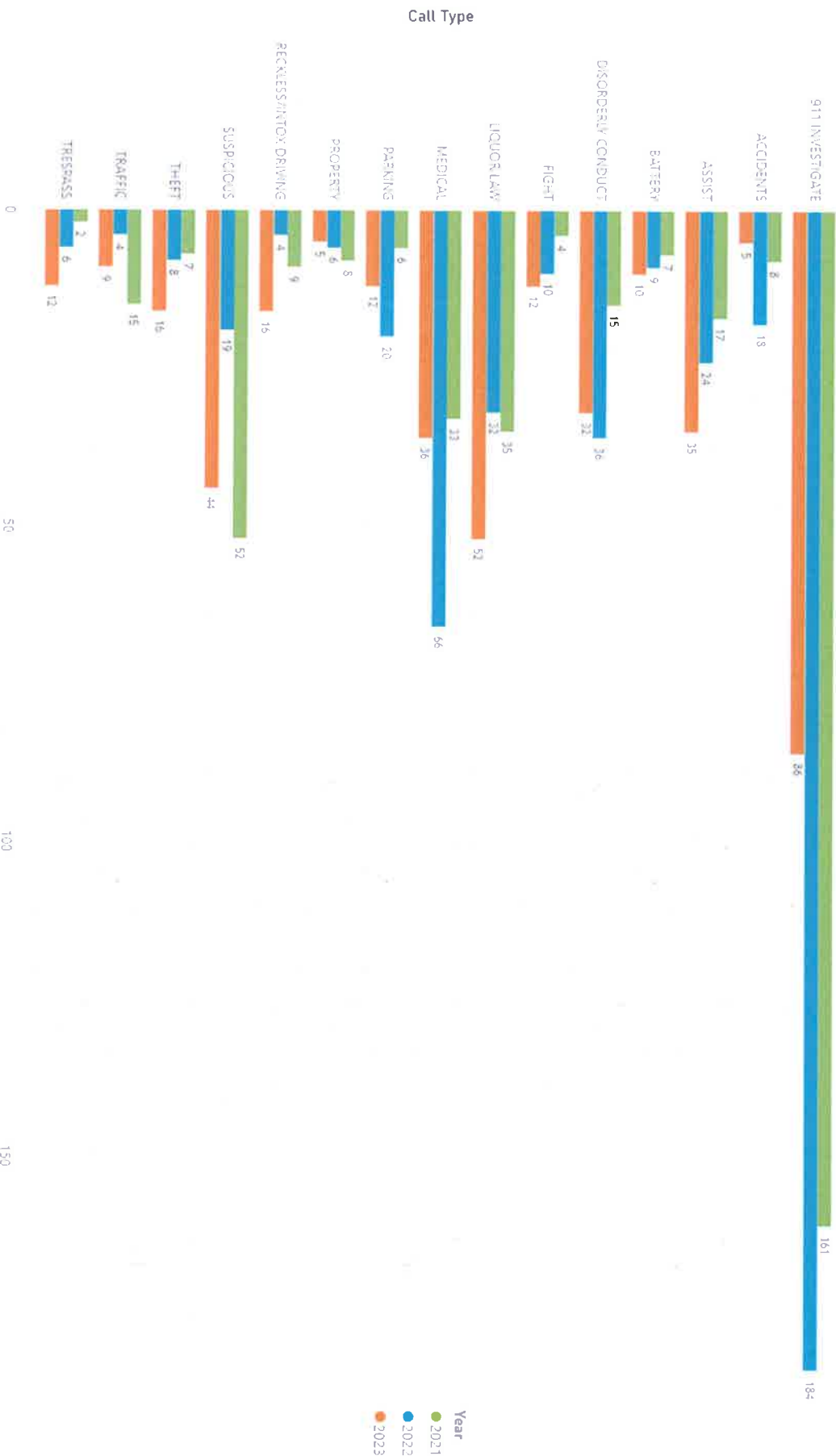
- There were a total of 1,334 calls for service over the past three years for incidents at Country Thunder. In 2023, calls decreased to 432, from 2022 with 498 calls. In 2021, there were 404 calls for service.
- The highest call type volume throughout the three-year comparison was consistently 911 Investigation calls. On average, these calls made up 12.3% of the total calls received and 85% of these calls were misdials.
- Peak time of day for the 911 Investigative call volume was between 16:00 and 19:59, on both Fridays and Saturdays.
- The time of day between 20:00 and 23:59 received the second highest call volume on the same days consistently throughout the compared years.
- The second and third highest call types were Medical and No-Medical Injury and Liquor Law Violation calls. The call volumes for these two call types peaked between 20:00 and 23:59 on Saturdays.
- Suspicious and Disorderly Conduct calls were among the top call volumes which increased during peak times.
- Some of the lowest call type volumes were Drug Related, Threats, and Weapon Law Violation calls.



COUNTRY THUNDER MUSIC FESTIVAL

Top 15 Calls for Service Types

3-Year Comparison



Note: Call Types with 10 or fewer instances combined are not displayed.

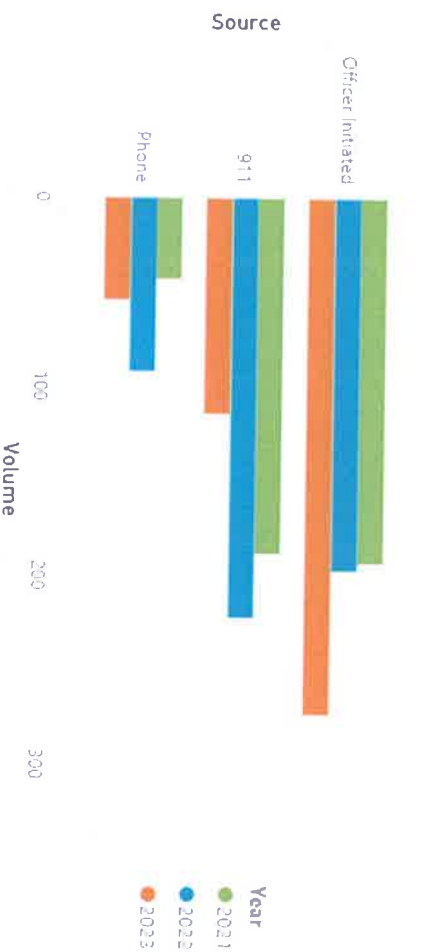


COUNTRY THUNDER MUSIC FESTIVAL Calls for Service by Source and Day of Week 3-Year Comparison

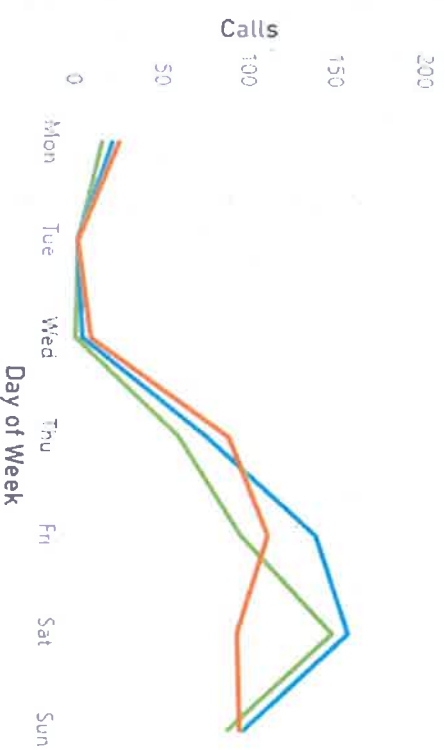


In 2023, Officer Initiated type calls were highest on Friday between 20:00 and 23:59 for Liquor Law Violations, Medical/Injury, Assists, and Disorderly Conduct type calls. Whereas in 2021 and 2022, these calls were highest on Saturdays for the same time frame.

Call Source Comparison



Day of Week Comparison

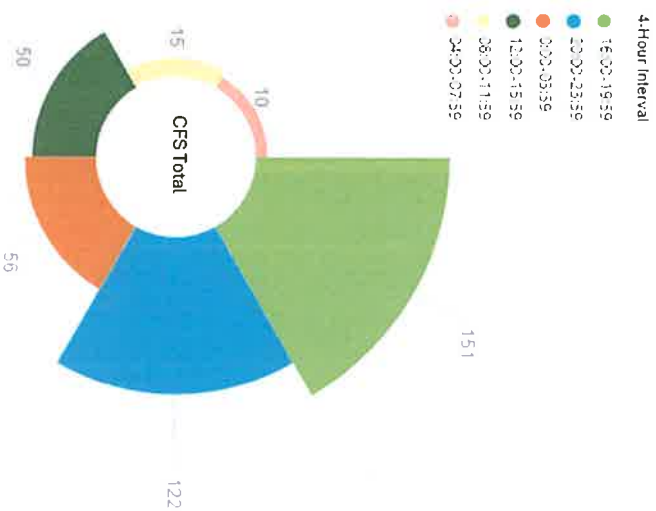




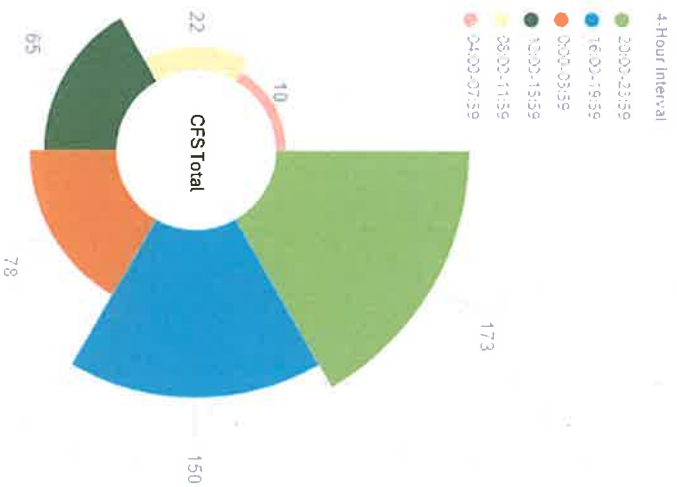
COUNTRY THUNDER MUSIC FESTIVAL Calls for Service Totals in 4-Hour Intervals 3-Year Comparison



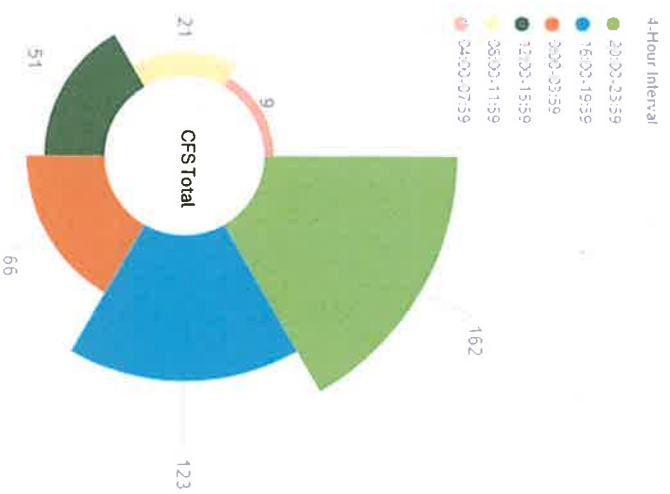
2021



2022



2023





COUNTRY THUNDER MUSIC FESTIVAL

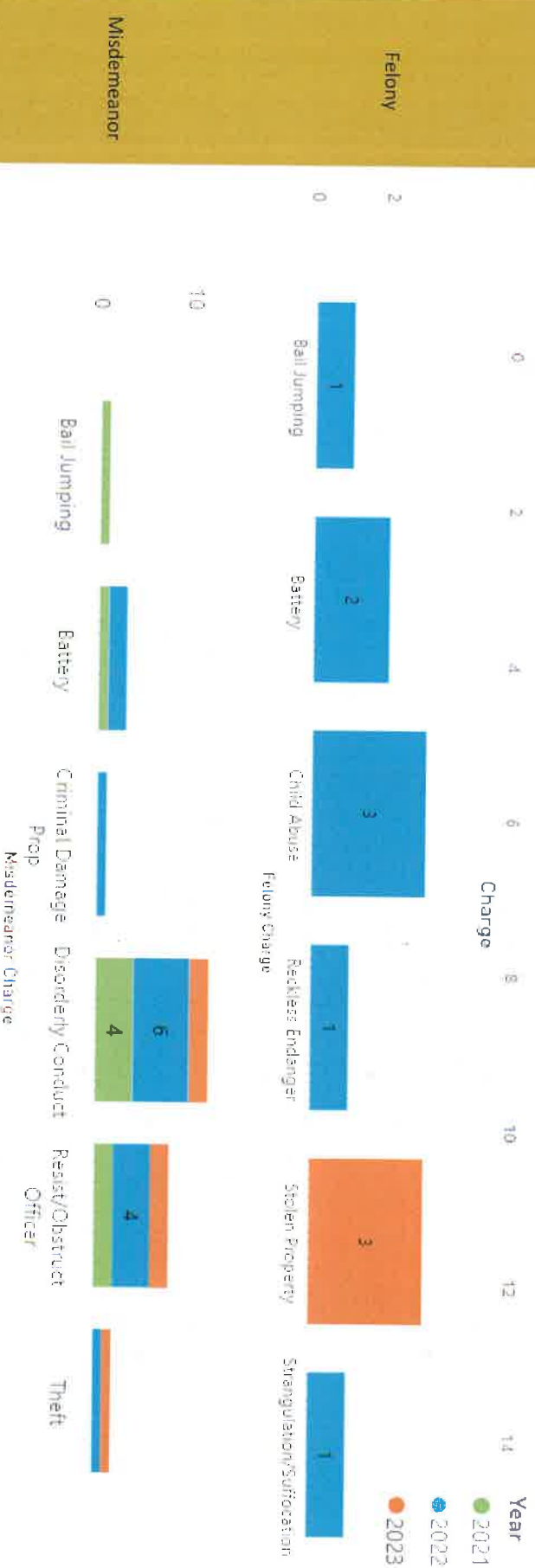
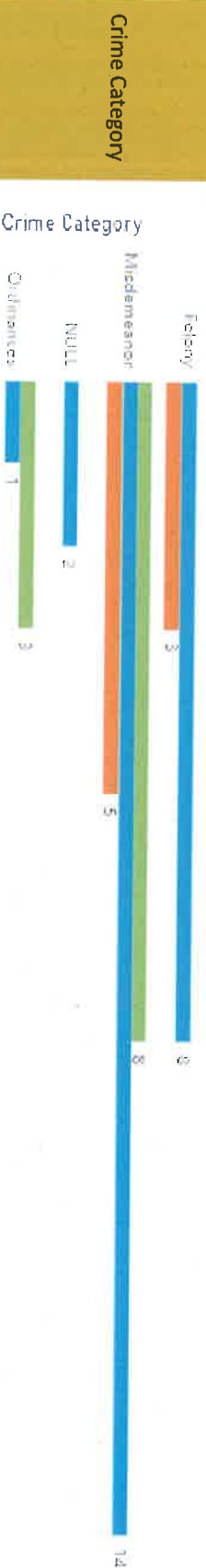
Arrest Analysis

3-Year Comparison



Arrest analysis of the event comparing 2021, 2022, and 2023 determined the following:

In 2023, there were 6 arrests/8 charges at the Country Thunder event, which was a decrease from 2022 with 11 arrests/26 charges and a decrease as well from 2021 with 6 arrests/11 charges.





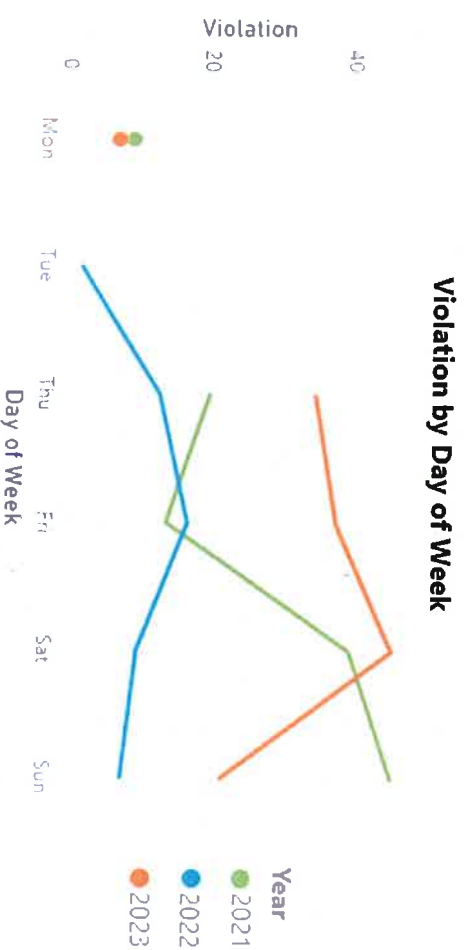
COUNTRY THUNDER MUSIC FESTIVAL

Citation Analysis 3-Year Comparison



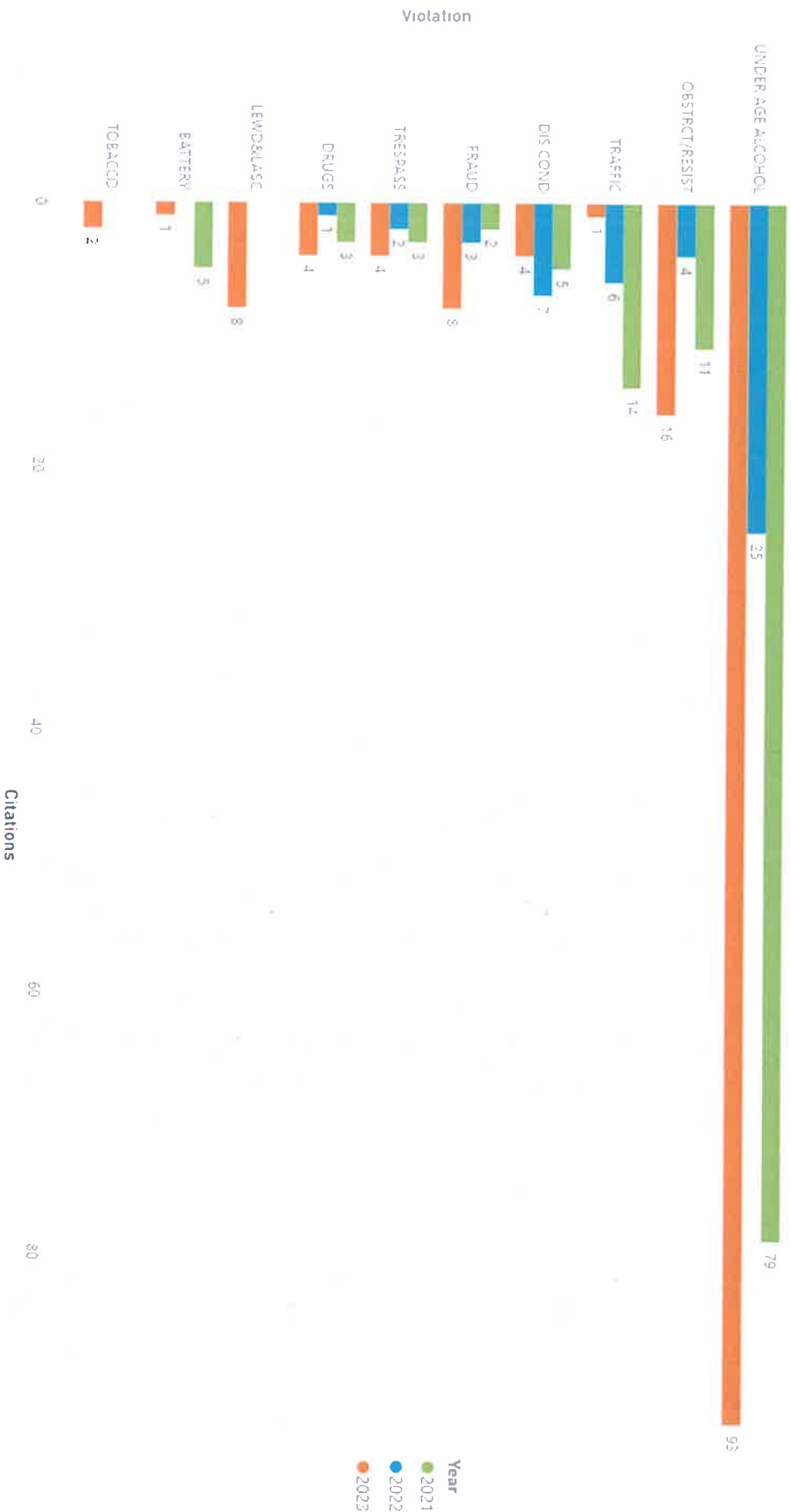
Citation comparison analysis of the event in 2021, 2022, and 2023 determined the following:

- The highest citation type throughout the three-year comparison was Underage Possession and Consumption of Alcohol. On average, these violations made up 26% of the total citations.
- In 2023, most underage violators were cited between 16:00 and 19:59 on Saturday. Whereas in 2021 and 2022, most offenders were cited between midnight and 03:59.
- The second highest citation type was Obstructing and Resisting an Officer. These violations were consistent through the event in 2023 and correlated with underage drinking violation time of day and day of week in 2021 and 2022.
- Throughout the three-year comparison, fewer citations were documented for violations such as Fireworks, Tobacco Use by a Minor, and Curfew.





COUNTRY THUNDER MUSIC FESTIVAL Top 10 Citation Violations 3-Year Comparison



Note: Call Types with 10 or fewer instances combined are not displayed.



COUNTRY THUNDER MUSIC FESTIVAL

Citation Totals in 4-Hour Intervals

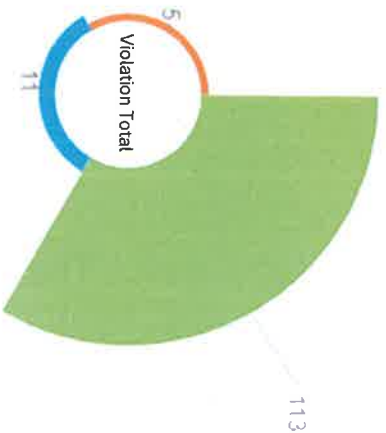
3-Year Comparison



2021

4-Hour Interval

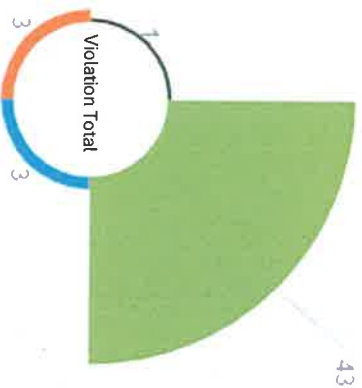
- 00:00-03:59
- 16:00-19:59
- 20:00-23:59



2022

4-Hour Interval

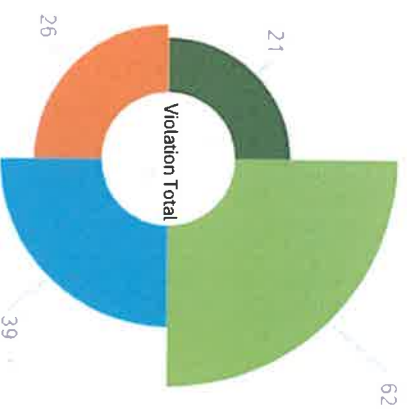
- 00:00-03:59
- 16:00-19:59
- 20:00-23:59
- 12:00-15:59



2023

4-Hour Interval

- 16:00-19:59
- 20:00-23:59
- 12:00-15:59
- 00:00-03:59



Kenosha



County

MEMORANDUM

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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 04/16/2024

SUBJECT: 2024 Activity Control License – Country Thunder East, LLC

SUBMITTED BY: Cpt. Eric Klinkhammer

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):