

COUNTY BOARD OF SUPERVISORS

NOTICE OF MEETING

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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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

NOTICE IS HEREBY GIVEN the Regular County Board Meeting of the Kenosha County Board of Supervisors will be held on Tuesday, the 20th day of July, 2021 at 7:30 P.M., in the County Board Room located in the Administration Building. The following will be the agenda for said meeting:

- A. Call To Order By Chairman O'Day
- B. Pledge Of Allegiance
- C. Roll Call Of Supervisors
- D. Citizen Comments
- E. Announcements Of The Chairman
- F. Supervisor Reports
- G. COUNTY EXECUTIVE APPOINTMENTS
 - 23. Robert Merry To Serve On The Kenosha County Land Information Council

Documents:

MERRY - LAND INFO 2021.PDF

H. NEW BUSINESS

Ordinance - One Reading

3. From The Planning, Development & Extension Education Committee An Ordinance Regarding DeBell Dairy LLC (Owner), Jasper Duerig (Agent), Requesting A Rezoning From A-1 Agricultural Preservation Dist., C-2 Upland Resource Conservancy Distr. & C-1 Lowland Resource Conservancy Dist. To A-1 Agricultural Preservation Dist., A-2 General Agricultural District, C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist., Town Of Brighton

Documents:

ORD DEBELL REZO.PDF

4. From The Planning, Development & Extension Education Committee An Ordinance Regarding Jerome N. Fliess (Owner), Requesting An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" To "Farmland Protection" & "Suburban-Density Residential", Town Of Paris

Documents:

ORD FLIESS CPA.PDF

 From The Planning, Development & Extension Education Committee An Ordinance Regarding Jerome N. Fliess Requests A Rezoning From A-1 Agricultural Preservation Dist. To A-1 Agricultural Preservation Dist., R-2 Suburban Single-Family Residential Dist. & PUD Planned Unit Development Overlay Dist., Town Of Paris

Documents:

ORD FLIESS REZO.PDF

6. From The Planning, Development & Extension Education Committee An Ordinance Regarding John P. Lourigan Trust (Owner), John P. Lourigan (Agent), Requests A Rezoning From A-1 Agricultural Preservation Dist., R-2 Suburban Single-Family Residential Dist., C-1 Lowland Resource Conservancy Dist. & PUD Planned Unit Development Overlay Dist. To A-1 Agricultural Preservation Dist., R-2 Suburban Single-Family Residential Dist., C-1 Lowland Resource Conservancy Dist. & PUD Planned Unit Development Overlay Dist. - Town Of Paris

Documents:

ORD LOURIGAN REZO.PDF

7. From The Planning, Development & Extension Education Committee An Ordinance Regarding Robert And Kay Drissel Revocable Trust (Owner), Diane & John Myers (Agent) Requesting A Rezoning From A-1 Agricultural Preservation Dist. To A-1 Agricultural Preservation Dist. & R-1 Rural Residential Dist., Town Of Brighton

Documents:

ORD DRISSEL REZO.PDF

8. From The Planning, Development & Extension Education Committee An Ordinance Regarding Robert And Kay Drissel Revocable Trust (Owner), Diane & John Myers (Agent) Requesting An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" To "Farmland Protection" & "Rural-Density Residential", Town Of Brighton

Documents:

ORD DRISSEL AMEND.PDF

28. From The Finance & Administration Committee A Resolution Advisory Levy

Documents:

ADVISORY LEVY RESOLUTION 7-15-21.PDF

29. From The Finance & Administration Committee A Resolution Authorizing And Providing For The Issuance Of Not To Exceed \$12,055,000 General Obligation Highway Improvement Bonds; Providing For The Notification And Sale Of Said Bonds, And Other Related Details

Documents:

KENOSHA COUNTY 2021B G.O. HIGHWAY BONDS - AUTHORIZING RESOLUTION PDF

30. From The Finance & Administration Committee A Resolution Authorizing And Providing For The Issuance Of Not To Exceed \$15,610,000 General Obligation Promissory Notes; Providing For The Notification And Sale Of Said Notes; And Other Related Details

Documents:

KENOSHA COUNTY 2021A G.O. PROMISSORY NOTES AUTHORIZING RESOLUTION.PDF

31. From The Planning, Development & Extension Education Committee A
Resolution Adopting The Comprehensive Economic Development Strategy (CEDS)
For Southeastern Wisconsin: 2021-2025

Documents:

RES CEDS SEWRPC.PDF CEDS PRESENTATION.PDF

32. From The Planning, Development & Extension Education Committee A Resolution Regarding Jerome N. Fliess (Owner), Requesting An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" To "Farmland Protection" & "Suburban-Density Residential", Town Of Paris

Documents:

RES FLIESS CPA.PDF

33. From The Planning, Development & Extension Education Committee A Resolution Regarding Robert And Kay Drissel Revocable Trust (Owner), Diane & John Myers (Agent) Requesting An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" To "Farmland Protection" & "Rural-Density Residential", Town Of Brighton

Documents:

RES DRISSEL CPA.PDF

34. From The Public Works And Finance & Administration Committee A Resolution Approving A Plat Plan For The Construction Of A Roundabout At The Intersection Of County Trunk Highways A And Y

Documents:

RESOLUTION - PLAT PLAN FOR ROUNDABOUT AT CTH A AND CTH Y PDF

35. From The Public Works/Facilities Committee A Resolution To Re-Appoint Monica Yuhas To The Pringle Nature Center Board

Documents:

RESOLUTION TO APPROVE RE-APPOINTMENT OF MONICA YUHAS TO THE PRINGLE NATURE CENTER BOARD.PDF

- I. COMMUNICATIONS
 - 4. Communications From Andy M. Buehler Regarding Future Items Scheduled Before The Planning, Development & Extension Education Committee

Documents:

08-11-2021 COMMUNICATIONS.PDF

- J. CLAIMS
 - 7. Daniel C. Skorupa Vehicle Damage

Documents:

SKORUPA.PDF

9. Zachary Pulera - Violation Of Rights/Personal Injury

Documents:

SC-01-21 ZACHARY PULERA VS KENO CO-SHERIFF-PRETRIAL-ET AL.PDF

- K. Approval Of The June 15, 2021 Minutes By Supervisor Decker
- L. Adjourn

Jim Kreuser, County Executive

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

Fax: (262) 653-2817

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2021/22-23

RE: KENOSHA COUNTY LAND INFORMATION COUNCIL

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Mr. Robert W. Merry Chief Surveyor Southeastern Wisconsin Regional Planning Commission

to serve on the Kenosha County Land Information Council beginning immediately upon the confirmation of the County Board and continuing until the 1st day of July, 2025 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment, Mr. Merry has attended eleven of the eleven meetings held.

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

Respectfully submitted this 15^{th} day of July, 2021.

Jim Kreuser

Kenosha County Executive

in Kreuser

COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE JIM KREUSER

APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)
Name: Robert William Merry First Middle Last
Residence Address:
Previous Address if above less than 5 years: Southeastern Wiscons in Occupation: Regional Planning Commission Chief Surveyor Company Title
Business Address: W239 N1812 Rockwood Drive, Waukesha, W15318
Telephone Number: Residence Business 262-953-4289
Daytime Telephone Number: 262-953-4289
Mailing Address Preference: Business (X) Residence ()
Email Address: rmerry@sewrpc.org
Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes (\chi) No ()
If yes, please attach a detailed document.
Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation. Wisconsin County Surveyors Association Beard of Directors
Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.
See Attached
*If more space is needed, please attach another sheet.

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

Nominee's Supervisory District NA	www.communications.com
Governmental Services: List services with any See Attached	y governmental unit.
Additional Information: List any qualification benefit the Board, Committee, Commission, e See AHached	
:	the family directly involved with any action the appointed board, commission, or conflict would be prohibited from voting the heen declared and may result in Signature of Nominee 6/10/2021 Date xecutive
(For Office	Use Only)
Appointed To:Commission/Co	ommittee/Roard
Term: Beginning	Ending
Confirmed by the Kenosha County Board on:	
New Appointment	Reappointment X
H	Previous Terms:

Prior Business with Kenosha County

Serve Kenosha County as County Surveyor. By adopted Resolution Number 88 on March 15, 2016, approving Mr. Merry to serve as Kenosha County Surveyor. Prior to Kenosha County Surveyor, Mr. Merry served as Deputy County Surveyor sworn in as Deputy County Surveyor on the 3rd day of December 2014 and worked under Dr. Kurt Bauer, former Executive Director Emeritus and Kenosha County Surveyor.

Special Interests

Served on The Ohio State University Surveying and Mapping Industry Advisory Board from October 2001 to April 2010. Reason for leaving was due to the University discontinuing the Bachelor of Science in Surveying program.

Currently serving as part of the Wisconsin Spatial Reference System 2022 Task Force and technical lead for the Funding Focus Group. This Funding Focus group is in charge to investigate funding implications of the new plan and identify funding opportunities for Wisconsin partners.

Governmental Services

Serve as County Surveyor in Kenosha, Milwaukee, Ozaukee, Walworth, and Waukesha Counties.

Additional Information

Extensive knowledge of LiDAR technologies and aerial imagery. Involved with these technologies since 1993 and currently assisting counties with their quality assurance and overall evaluation and use of acquired LiDAR and Aerial Imagery data sets. Also, developing strategic initiatives with the supplemental uses of existing geospatial data such as change detection analysis and building footprint algorithms.

Successfully developed, managed, analyzed, and reported the conversion of the horizontal survey control network in all southeastern counties (including Kenosha) that migrated the existing control network data as referenced on North American Datum of 1927 (NAD27) to the latest federal datum of North American Datum of 1983 with the federal readjustment of 2011 (NAD83/2011). This also included the vertical control network that migrated the existing elevation data as referenced to the National Geodetic Vertical Datum of 1929 (NGVD29) to the

North American Vertical Datum of 1988 (NAVD88). Managed, analyzed, and reported on Wisconsin Height Modernization Projects, using precise leveling techniques; countywide High Accurate Reference Network (HARN) densification projects, using GPS static observations; Public Land Survey System (PLSS) Section Corner projects, using GPS "rapid static", conventional, and digital leveling techniques; Lock and Dam Deformation Studies, using conventional and digital leveling techniques.

Licensed as a Professional Land Surveyor in both Michigan and Wisconsin and have conducted surveys in 46 of the 50 U.S. States.

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ORD	INANCE	NO.	

Subject: DeBell Dairy LLC, 27425 31st St., Sa 41st St., Salem, WI 53168 (Agent), requesting Dist., C-2 Upland Resource Conservancy Distr to A-1 Agricultural Preservation Dist., A-2 Resource Conservancy Dist. & C-1 Lowland R 4-220-283-0101, located in the southwest 1/4 of	c. & C-1 Lowland Resource Conservancy Dist. General Agricultural District, C-2 Upland Lesource Conservancy Dist. on Tax Parcel #30-
Original Corrected	2nd Correction ☐ Resubmitted ☐
Date Submitted: July 20, 2021	Date Resubmitted:
Submitted By: Planning Development &	
Extension Education Committee	
Fiscal Note Attached	Legal Note Attached
Prepared By: Andy M. Buehler, Director	Signature: 1/2m / //
Division of Planning & Development	Charle MI Bueller

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax Parcel #30-4-220-283-0101, located in the southwest ¼ of Section 28, T2N, R20E, Town of Brighton, be changed as follows:

from A-1 Agricultural Preservation Dist., C-2 Upland Resource Conservancy Distr. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural District, C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist.

DeBell Dairy LLC (Owner) Jasper Duerig (Agent) DeBell Dairy LLC (Owner), Jasper Duerig (Agent) — Rezoning — July 20, 2021 Page 2

Description: See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION				
COMMITTEE	<u>Aye</u>	No	Abstain	Excused
Daniel Gascoke, Chair				
Amy Maurer, Vice Chair	X			
Landen Beth Sandra Beth				
Gabe Nuclo	K			
Zach Rodriguez	X			
4				

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REZONING SITE MAP

PETITIONER(S):

DeBell Dairy LLC (Owner)
Jasper Duering (Agent)

LOCATION:

SW 1/4 of Section 28 Town of Brighton

TAX PARCEL(S): #30-4-220-283-0101

REQUEST:

Requesting a rezoning from A-1 Agricultural
Preservation Dist., C-2 Upland Resource
Conservancy Distr. & C-1 Lowland Resource
Conservancy Dist. to A-1 Agricultural Preservation
Dist., A-2 General Agricultural District, C-2 Upland
Resource Conservancy Dist. & C-1 Lowland
Resource Conservancy Dist.





DeBell Dairy LLC Rezoning.mxd



amendment to the Adopted Land Use Plan m comprehensive plan) from "Farmland Protect	Jnion Grove, WI 53182 (Owner), requests an ap for Kenosha County: 2035 (map 65 of the ion" to "Farmland Protection" & "Suburban-21-023-0100, located in the southwest ¼ of
Original Corrected	2nd Correction ☐ Resubmitted ☐
Date Submitted: July 20, 2021	Date Resubmitted:
Submitted By: Planning Development &	
Extension Education Committee	
Fiscal Note Attached	Legal Note Attached
Prepared By: Andy M. Buehler, Director	Signature: DocuSigned by:
Division of Planning & Development	Oly M Sweller
.	5F5F88199951407

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax Parcel #45-4-221-023-0100, located in the southwest ¼ of Section 2, T2N, R21E, Town of Paris, be changed as follows:

from "Farmland Protection" to "Farmland Protection" & "Suburban-Density Residential"

Jerome N. Fliess (Owner)

Jerome N. Fliess (Owner) — Comprehensive Plan Amendment — July 20, 2021 Page 2

Description: See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION				
COMMITTEE	Aye	No	<u>Abstain</u>	Excused
Daniel Gaschke, Chair	K			
Amy Maurer, Vice Chair	×			
Sandre Both				
Gabe Nudo	E			
Zach Rodriguez	Æ			

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KENOSHA COUNTY PLANNING. DEVELOPMENT & EXTENSION EDUCATION COMMITTEE **COMPREHENSIVE PLAN** From "Farmland Protection" to AMENDMENT MAP "Suburban-Density Residential" PETITIONER(S): 2.00 Acres Jerome N. Fliess (Owner) LOCATION: SW 1/4 of Section 02 Town of Paris 144TH AV TAX PARCEL(S): #45-4-221-023-0100 REQUEST: Requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Remain Protection" to "Farmland Protection" & "Farmland Protection" "Suburban-Density Residential". 118.00 Acres RACINE COUNTY TOWN OF Land Use Plan Districts PARIS Amendment Area High-Density Residential Medium-Density Residential C.T.H. "A" (7TH ST.) Environmental Corridor Farmland Protection Park and Recreational General Agricultural and Open Land Suburban-Density Residential Rural-Density Residential Street and Highway Right-of-Way 1 inch = 500 feet



	ORD	INA	NCE	NO	
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Inion Grove, WI 53182 (Owner), requesting a pist. to A-1 Agricultural Preservation Dist., R-2 PUD Planned Unit Development Overlay Dist. In the southwest ¼ of Section 2, T2N, R21E,
2nd Correction □ Resubmitted □
Date Resubmitted:
Legal Note Attached
Signature: Docusigned by:

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax Parcel #45-4-221-023-0100, located in the southwest ¼ of Section 2, T2N, R21E, Town of Paris, be changed as follows:

from A-1 Agricultural Preservation Dist., R-2 Suburban Single-Family Residential Dist. & PUD Planned Unit Development Overlay Dist.

Jerome N. Fliess (Owner)

Jerome N. Fliess (Owner) - Rezoning - July 20, 2021 Page 2

Description: See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:	٩p	pro	V	ed	by	•
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& EXTENSION EDUCATION				
COMMITTEE	Aye	No	Abstain	Excused
Daniel Gaschke, Chair	M			
Amy Maurer, Vice Chair				
Landu Beth Sandra Beth				
Gabe Nudo	Ø			
Zach Rodriguez	Ø			

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KENOSHA COUNTY PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE



REZONING SITE MAP

PETITIONER(S):

Jerome N. Fliess (Owner)

LOCATION:

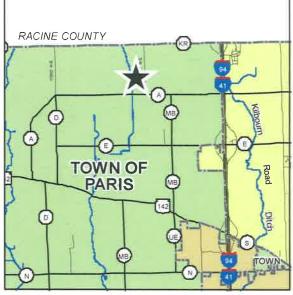
SW 1/4 of Section 02

Town of Paris

TAX PARCEL(S): #45-4-221-023-0100

REQUEST:

Requesting a rezoning from from A-1 Agricultural Preservation Dist. to A-1 Agricultural Preservation Dist., R-2 Suburban-Density Residential Dist. & Agriculture Preservation Planned Unit Development Dist.







ORD	INANCE	NO.	

Subject: John P. Lourigan Trust, 844 172 nd Ave., Union Grove, WI 53182 (Owner), John Lourigan, 844 172 nd Ave., Union Grove, WI 53182 (Agent), requesting a rezoning from A Agricultural Preservation Dist., R-2 Suburban Single-Family Residential Dist., C-1 Lowla Resource Conservancy Dist. & PUD Planned Unit Development Overlay Dist. to A Agricultural Preservation Dist., R-2 Suburban Single-Family Residential Dist., C-1 Lowla Resource Conservancy Dist. & PUD Planned Unit Development Overlay Dist. on Tax Par #45-4-221-091-0314, located in the east ½ of Section 9, T2N, R21E, Town of Paris						
Original ☐ Corrected ☐	2nd Correction ☐ Resubmitted ☐					
Date Submitted: July 20, 2021	Date Resubmitted:					
Submitted By: Planning Development & Extension Education Committee						
Fiscal Note Attached	Legal Note Attached					
Prepared By: Andy M. Buehler, Director Division of Planning & Development	Signature Joseph Bucker					

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

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That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax #45-4-221-091-0314, located in the east ½ of Section 9, T2N, R21E, Town of Paris, be changed as follows:

from A-1 Agricultural Preservation Dist., R-2 Suburban Single-Family Residential Dist., C-1 Lowland Resource Conservancy Dist. & PUD Planned Unit Development Overlay Dist. to A-1 Agricultural Preservation Dist., R-2 Suburban Single-Family Residential Dist., C-1 Lowland Resource Conservancy Dist. & PUD Planned Unit Development Overlay Dist.

John P. Lourigan Trust (Owner)
John P. Lourigan (Agent)

John P. Lourigan Trust (Owner), John P. Lourigan (Agent) — Rezoning — July 20, 2021 Page 2

Description: See Exhibit #1 (attached).

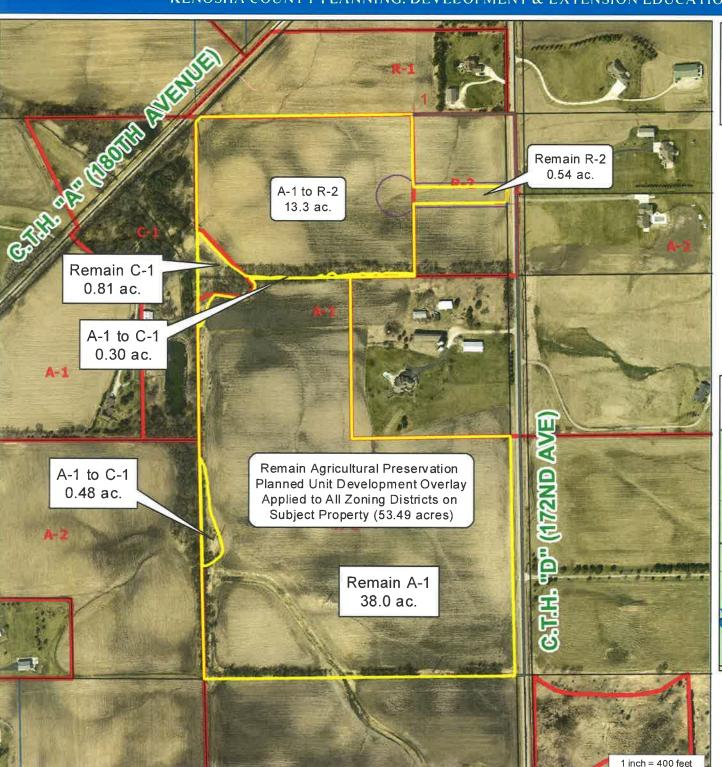
This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION				
COMMITTEE	Aye	<u>No</u>	Abstain	Excused
Daniel Gaschle, Chair	K			
Amy Maurer, Vice Chair	×			
Sandra Beth				
Gabe Nudo	Ø			
Zach Rodriguez	×			

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KENOSHA COUNTY PLANNING. DEVELOPMENT & EXTENSION EDUCATION COMMITTEE



REZONING SITE MAP

PETITIONER(S):

John P. Lourigan Trust (Owner)

John P. Lourigan (Agent)

LOCATION:

E 1/2 of Section 9

Town of Paris

TAX PARCEL(S): #45-4-221-091-0314

REQUEST:

Requesting a rezoning from A-1 Agricultural Preservation Dist., R-2 Suburban Single-Family Residential Dist., C-1 Lowland Resource Conservancy Dist. & PUD Planned Unit Development Overlay Dist. to A-1 Agricultural Preservation Dist., R-2 Suburban Single-Family Residential Dist., C-1 Lowland Resource Conservancy Dist. & PUD Planned Unit Development Overlay Dist.







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Subject: Robert and Kay Drissel Revocable Trust, 15941 Durand Ave #37D., Union Grow WI 53182 (Owner), Diane & John Myers, 20307 15th St., Union Grove, WI 53182 (Ager requesting a rezoning from A-1 Agricultural Preservation Dist. to A-1 Agricultural Preservation Dist. & R-1 Rural Residential Dist. on Tax Parcel #30-4-220-011-0204, locatin the northeast ¼ of Section 1, T2N, R20E, Town of Brighton						
2nd Correction □ Resubmitted □						
Date Resubmitted:						
Legal Note Attached						
Signature: Docusigned by:						

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax #30-4-220-011-0204, located in the northeast ¼ of Section 1, T2N, R20E, Town of Brighton, be changed as follows:

from A-1 Agricultural Preservation Dist. to A-1 Agricultural Preservation Dist. & R-1 Rural Residential Dist.

Robert and Kay Drissel Revocable Trust (Owner)
Diane & John Myers (Agent)

Robert and Kay Drissel Revocable Trust (Owner), Diane & John Myers (Agent) - Rezoning - July 20, 2021 Page 2

Description: See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT				
& EXTENSION EDUCATION			0.000	
COMMITTEE	<u>Aye</u>	<u>No</u>	Abstain	Excused
Daniel Gascyke, Chair	\bowtie			
Daniel Gascince, Chan				
Any Maurer, Vice Chair	×			
ridiy idadici, vice chan				
Sandy Bell				
Sandra Beth				
Ophil of	K			
Gabe Nudo	,			
Zach Rodriguez	4	_□		

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KENOSHA COUNTY PLANNING. DEVELOPMENT & EXTENSION EDUCATION COMMITTEE



REZONING SITE MAP

PETITIONER(S):

Robert and Kay Drissel (Owner) Diane & John Myers (Agent)

LOCATION:

NE 1/4 of Section 01

Town of Brighton

TAX PARCEL(S): #30-4-220-011-0204

REQUEST:

Requesting a rezoning from from A-I Agricultural Preservation Dist. to A-I Agricultural Preservation Dist. & R-1 Rural Residential Dist.







	0	RD	INANC	E NO	•
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Subject: Robert and Kay Drissel Revocable Trust, 15941 Durand Ave #37D., Union Grove WI 53182 (Owner), Diane & John Myers, 20307 15 th St., Union Grove, WI 53182 (Agent requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (ma 65 of the comprehensive plan) from "Farmland Protection" to "Farmland Protection" & "Rural-Density Residential" on Tax Parcel #30-4-220-011-0204, located in the northeast ¼ of Section 1, T2N, R20E, Town of Brighton							
Original□	Corrected	2nd Correction □	Resubmitted				
Date Submitted	l: July 20, 2021	Date Resubmitted:					
Submitted By:	Planning Development &						
	ktension Education Committee						
Fiscal Note Att	ached	Legal Note Attached					
Prepared By: Division	Andy M. Buehler, Director on of Planning & Development	Signature: Occusioned by:					
	× 1	5E5E89199951407					

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE OF KENOSHA COUNTY, WISCONSIN, WITH REFERENCE TO ZONING

That the map referred to in Section 12.02-10 of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance be amended as follows:

That the zoning of Tax #30-4-220-011-0204, located in the northeast $\frac{1}{4}$ of Section 1, T2N, R20E, Town of Brighton, be changed as follows:

from "Farmland Protection" to "Farmland Protection" & "Rural-Density Residential"

Robert and Kay Drissel Revocable Trust (Owner)
Diane & John Myers (Agent)

Robert and Kay Drissel Revocable Trust (Owner), Diane & John Myers (Agent) — Comprehensive Plan Amendment — July 20, 2021 Page 2

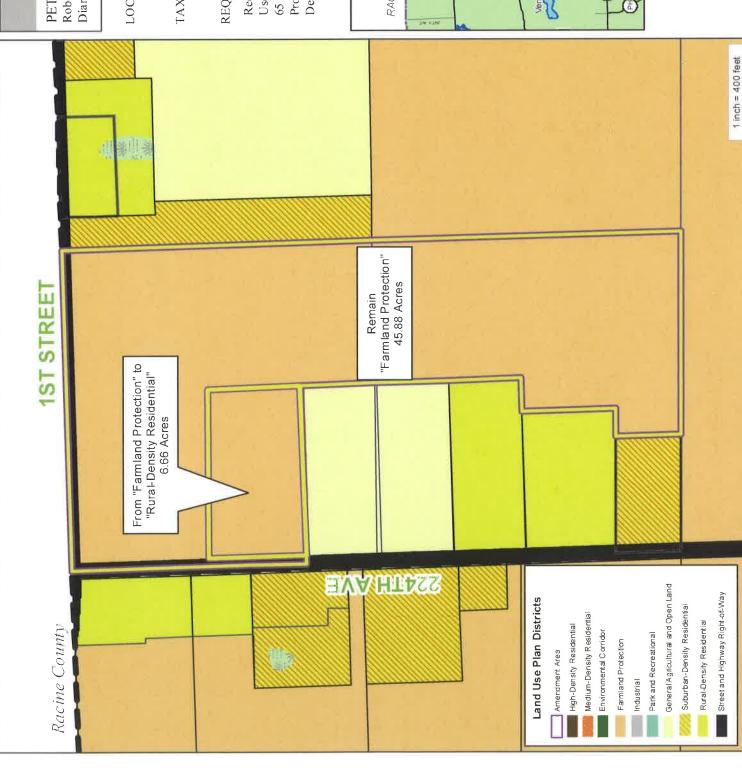
Description: See Exhibit #1 (attached).

This description is intended to extend to the center of all roads.

Approved by:

PLANNING, DEVELOPMENT				
& EXTENSION EDUCATION				
COMMITTEE	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	Excused
Daniel Gaschke, Chair	X			
Amy Majurer, Vice Chair	X			
Sandra Beth	 			
Gabe Nudo	Ø	0		
Zach Roedguez	12			

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COMPREHENSIVE PLAN AMEN DMENT MAP

PETITIONER(S):

Robert and Kay Drissel (Owner) Diane & John Myers (Agent) LOCATION: NE 1/4 of Section 01
Town of Brighton

TAX PARCEL(S): #30-4-220-011-0204

REQUEST:

Requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" to "Farmland Protection" & "Rural-Density Residential".







R	E,	S	0	L	U	T	I	O.	N	N(C			

Authorizing Resolution 2022 Kenosha County Budget — Advisory Levy Objective Original □ Corrected □ 2nd Correction □ Resubmitted □ Date Submitted July 15, 2021 Date Resubmitted: Submitted By: Finance & Administration Committee Fiscal Note Attached: Yes Legal Note Attached □ Prepared By: Barna Bencs, Budget Director Signature:

Be it resolved, that the Kenosha County Board of Supervisors does hereby advise that the 2022 Kenosha County general purpose property tax levy may increase in an amount not to exceed 2.99% over the 2021 Kenosha County general purpose property tax levy. This levy objective shall apply to the operating and debt levy in accord with Kenosha County Financial Policy Management Statement – Annual County Budget Advisory Levy Objective as approved by the County Board.

Approved by:

Finance & Administration Committee

	Aye	Nay	<u>Abstain</u>	Excused
(Supervisor Jeffrey Gentz, Chairman)				
(Supervisor Ron Frederick, Vice-Chair)	4			
Monica Muhas (Supervisor Monica Yuhas)	4			
Supervisor Jeff Wamboldt)				
(Supervisor David Celebre)	T.			
Edward D. Kubichi (Supervisor Edward Kubicki)	X			
(Supervisor John Franco)				

2022 ADVISORY LEVY FORECAST

Finance & Administration Committee Presentation July 2021

Anticipated Increases in Levy- Fixed Costs/Cost to Continue		
Personnel expense increases (Salaries/OT/Temp)	\$	1,200,000
Increase in Debt Service	\$	800,000
Health/Prescription Insurance cost increase	\$	550,000
Human Services placement expense increase	\$	550,000
Sheriff inmate medical expense increase	\$	400,000
Sheriff personnel/non-personnel operating expense increase	\$	300,000
Net new positions levy	\$	250,000
Human Services non-personnel operating expense increase	\$	250,000
Public Works operating expense increase	\$	250,000
Joint Services levy increase	\$	150,000
Liability Insurance increase	\$	150,000
IT Data Processing Costs	\$	120,000
Tax Delinquencies/Penalties increase	\$ \$ \$ \$ \$ \$	100,000
Property Insurance increase	\$	30,000
Projected Levy Increase- Costs to Continue	\$	5,100,000
Potential Decreases in Levy		
Sales Tax Revenue	\$	500,000
Other Unknown Revenue Sources - TBD	\$	400,000
Potential Levy Decreases Total	\$	900,000
Net Conincted Detection Income to Law.	\$	4 200 000
Net Projected Potential Increase to Levy	Φ	4,200,000
2022 County General Purpose Levy @ 2.99%	\$	72,712,607
2021 County Levy		70,601,619
Increase in Dollars	\$ \$	2,110,988
Total Projected Levy Increase	\$	4,200,000
Total Expenditures to Cut / Revenue Increase to achieve advisory levy	\$	2,089,012
Advisory Levy Percentage		2.99%
New Construction Actual (2020)		2.92%
Projected Levy Increase for County homeowner		0.07%
Last 12 month CPI-U percentage (through May 2021)		5.00%
Inflation Adjusted Increase/(Decrease)		-4.93%

Estimated Taxes on \$100,000 Home in 2021 - Adjusted for Inflation 2021 - \$437.69 2022 Estimate - \$416.12

Fiscal Note

Levy Objective Benchmark

It is estimated that adopting a levy objective of 2.99% adjusted for inflation would result in a reduction in taxes to the County homeowner.

This estimate is arrived at as follows: Using 2.92% as an estimate of new construction increase, a levy of 2.99% would result in a 0.07% increase in levy for the County homeowner. The Consumer Price Index (CPI) for the last 12 months ending May 2021 was 5.0%. Applying a 5.0% CPI decrease to the rate results in an inflation-adjusted decrease of 4.93% or approximately \$21.57 for a \$100,000 home.

Fiscal Impact of Levy Objective

The Administration estimates that to achieve the example of a 2.99% levy increase, it would be necessary to increase revenue or reduce spending by a combined net total of \$2.09 million. This estimate does not include potentially material additional costs that could influence this amount negatively. These factors include but are not limited to, State budget changes causing added unfunded mandates, higher Human Services juvenile placement costs, changes to certain employee group compensation, and the lingering economic effects of the COVID-19 pandemic. It is not known at this time whether this advisory levy amount would impact programs or services. The Administration will identify this as part of the budget process as necessary. There are presently no new County Board adopted programs that would impact the 2022 levy.

Debt Service

Debt service shall be included as part of the levy objective. Debt service is currently projected to increase \$800,000 in 2022.



Kenosha

County

BOARD OF SUPERVISORS

RESOLUTION NO. 2021-____

Subject: A Re	\$12,055,000 General Obliga Providing for the Notifi	oviding for the Issuance of Not tion Highway Improvement B cation and Sale of said Bonds; Related Details	onds;
Original X	Corrected□	2nd Correction□	Resubmitted□
Date Submitted:	July 15, 2021	Dates Resubmitted:	
Submitted By:	Finance/Administration Committee		
County Board Meeting Date:	July 20, 2021		
Fiscal Note Attached□		Legal Note Attached □	
Prepared By:	Foley & Lardner LLP	Signature:	

Subject:

A Resolution Authorizing and Providing for the Issuance of Not to Exceed \$12,055,000 General Obligation Highway Improvement Bonds;
Providing for the Notification and Sale of said Bonds;
and Other Related Details

Approved by:

FINANCE/ADMINISTRATION COMMITTEE:

Committee Member	Aye	No	Abstain	Excused
Jeff Gentz, Chairman				
Ronald J. Frederick, Vice Chair				
David Celebre	1			
	D.			
Jeff Wamboldt	Y			
Edward A. Kubidu Edward Kubicki				
Monica Yuhas Monica Yuhas	dy/			
John Franco	V			

COUNTY BOARD OF SUPERVISORS OF KENOSHA COUNTY, WISCONSIN

July 20, 2021	Resolution No.:	2021-
• /		***************************************

A Resolution Authorizing and Providing for the Issuance of Not to Exceed \$12,055,000 General Obligation Highway Improvement Bonds;

Providing for the Notification and Sale of said Bonds;
and Other Related Details

RECITALS

The County Board of Supervisors (the "Governing Body") of Kenosha County, Wisconsin (the "County") makes the following findings and determinations:

1. The County needs funds for the following purposes and in the proposed borrowing amounts set forth below (collectively, the "**Project**"):

Maximum Amount Authorized		Proposed Borrowing Amount	Initial Resolution Number and Purpose
(a)	\$19,630,000	\$4,110,000	2016-63 – Highway Projects Including Hwy S Project (between Hwy 31 and I-94); and
(b)	7,945,000	7,945,000	2020-51 – Highway Projects Including Hwy S Project (between Hwy 31 and I-94).

- 2. On November 10, 2016, the Governing Body adopted initial resolution number 2016-63 for the purposes and in the maximum amount authorized as set forth in paragraph 1(a) above ("Initial Resolution 2016-63"). Of the \$19,630,000 maximum borrowing amount authorized by Initial Resolution 2016-63, the County previously borrowed \$8,880,000 in connection with the issuance of its \$8,880,000 General Obligation Highway Improvement Bonds, Series 2019B, dated September 10, 2019, and \$6,640,000 in connection with the issuance of its \$10,460,000 General Obligation Corporate Purpose Bonds, Series 2020D, dated September 3, 2020. As of the date of this resolution, \$4,110,000 of the maximum borrowing amount authorized by Initial Resolution 2016-63 remains available.
- 3. On November 12, 2020, the Governing Body adopted initial resolution number 2020-51 for the purposes and in the maximum amount authorized as set forth in paragraph 1(b) above ("**Initial Resolution 2020-51**"). The County has not previously borrowed under the authority granted by Initial Resolution 2020-51; therefore, as of the date of this resolution, the maximum borrowing amount of \$7,945,000 authorized by Initial Resolution 2020-50 remains available.

- 4. Each initial resolution described in the preceding paragraphs was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.
- 5. The County Clerk caused notice of the adoption of (i) Initial Resolution 2016-63 to be given to the electors of the County by publication in the County's official newspaper on November 18, 2016 in the manner and form directed by Initial Resolution 2016-63, and (ii) Initial Resolution 2020-51 to be given to the electors of the County by publication in the County's official newspaper on November 25, 2020 in the manner and form directed by Initial Resolution 2020-51.
- 6. No sufficient petition for referendum on the question of the adoption or effectiveness of (i) Initial Resolution 2016-63, or the issuance of the bonds described therein, was filed with the County Clerk within 30 days after the date on which Initial Resolution 2016-63 was adopted, and (ii) Initial Resolution 2020-51, or the issuance of the bonds described therein, was filed with the County Clerk within 30 days after the date on which Initial Resolution 2020-51 was adopted
- 7. The County may choose to issue one or more separate series of obligations to finance portions of the Project.
- 8. The Governing Body deems it in the best interests of the County that the funds needed be borrowed in the aggregate amount stated above and for the purposes of the Project, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization to Combine Purposes of Bonds.

The purposes of the Project are each hereby authorized to be undertaken and are hereby authorized to be combined into a single bond issue designated as "Highway Improvement Bonds" as more fully provided below; *provided, however*, that the County may choose to issue one or more separate series of bonds to finance portions of the Project. In that event, the provisions of Sections 2 through 6 of this resolution will apply to each such series.

Section 2. Authorization of Issuance of Bonds.

For the purposes of the Project, there shall be, and there are hereby, authorized and ordered to be prepared, executed, and issued, fully registered, negotiable, general obligation highway improvement bonds of the County, in one or more series, in an aggregate principal amount not to exceed \$12,055,000 (the "Bonds"). The Bonds will be issued under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes.

Section 3. Authorization of Sale of Bonds.

The Bonds are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the "**Purchaser**").

Section 4. Preparation of Official Statement and Notice of Sale.

The Chairperson, the County Clerk, the County Executive, and the Finance Director (in consultation with the County's Financial Advisor, Ehlers and Associates, Inc.) are each hereby authorized to cause a preliminary offering document for the Bonds (the "Official Statement") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "Notice of Sale" and a "Bid Form". The Chairperson, the County Clerk, the County Executive, and the Finance Director are each hereby authorized, on behalf of the County, to approve the form of Official Statement and deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The County Clerk is hereby further authorized and directed to cause notice of the sale of the Bonds to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the County routinely uses to post notices of its official business.

Section 5. Bids for Bonds.

Written bids for the sale of the Bonds shall be received by the County on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Governing Body reserves the right, in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Notice of Sale for the Bonds.

Section 6. Further Actions.

The issuance of the Bonds shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Bonds to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Bonds, which may be in the form of an executed Bid Form (the "Bond Purchase Agreement"), to fix the interest rate or rates on the Bonds in accordance with the Bond Purchase Agreement, to provide for the form of the Bonds, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Bonds as required by law, to designate a fiscal agent for the Bonds, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Bonds.

Section 7. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 8. Authorization to Act.

The officers of the County, attorneys for the County, or other agents or employees of the County are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all the provisions of this resolution.

Section 9. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be and the same are hereby rescinded insofar as they may so conflict.

Section 10. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

Adopted: July 20, 2021

County Board Chairperson

County Clerk

County Executive



Kenosha

County

BOARD OF SUPERVISORS

RESOLUTION NO. 2021-____

Subject: A Re	Providing for the Notifica	iding for the Issuance of Not to digation Promissory Notes; ation and Sale of said Notes; Related Details	Exceed
Original	Corrected□	2nd Correction□	Resubmitted□
Date Submitted:	July 15, 2021	Dates Resubmitted:	
Submitted By:	Finance/Administration Committee		
County Board			
Meeting Date:	July 20, 2021		
Fiscal Note Atta	ched□	Legal Note Attached □	
Prepared By:	Foley & Lardner LLP	Signature:	

Subject:

A Resolution Authorizing and Providing for the Issuance of Not to Exceed \$15,610,000 General Obligation Promissory Notes;
Providing for the Notification and Sale of said Notes;
and Other Related Details

Approved by:

FINANCE/ADMINISTRATION COMMITTEE:

Committee Member	Aye	No	Abstain	Excused
Jeff Gentz, Chairman				
Ronald J. Frederick, Vice Chair	4			
David Celebre	O O			
Jeff Wamboldt	9			
Edward D. Kubichi Edward Kubicki	×			
Monica Muhas Monica Yuhas				
John Franco				

COUNTY BOARD OF SUPERVISORS OF KENOSHA COUNTY, WISCONSIN

July 20, 2021	Resolution No.: 2021-

A Resolution Authorizing and Providing for the Issuance of Not to Exceed \$15,610,000 General Obligation Promissory Notes;
Providing for the Notification and Sale of said Notes;
and Other Related Details

RECITALS

The County Board of Supervisors (the "Governing Body") of Kenosha County, Wisconsin (the "County") makes the following findings and determinations:

1. The County needs funds for the following purposes and in the proposed borrowing amounts set forth below (collectively, the "**Project**"):

Ma	aximum Amount Authorized	Proposed Borrowing Amount	Initial Resolution Number and Purpose
(a)	2,040,000	\$ 755,000	2017-53 - Grants for the Kenosha Area Business Alliance;
(b)	12,865,000	15,000	2019-46 - Budgeted Capital Projects Including Road and Highway Improvements; and
(c)	15,240,000	14,840,000	2020-50 - Budgeted Capital Projects Including Road and Highway Improvements.

- 2. On November 8, 2017, the Governing Body adopted initial resolution number 2017-53 for the purposes and in the maximum amount authorized as set forth in paragraph 1(a) above ("Initial Resolution 2017-53"). Of the \$2,040,000 maximum borrowing amount authorized by Initial Resolution 2017-53, the County previously borrowed \$255,000 in connection with the issuance of its \$13,360,000 General Obligation Promissory Notes, Series 2020C, dated September 3, 2020 (the "2020C Notes"). As of the date of this resolution, \$1,785,000 of the maximum borrowing amount authorized by Initial Resolution 2017-53 remains available.
- 3. On November 6, 2019, the Governing Body adopted initial resolution number 2019-46 for the purposes and in the maximum amount authorized as set forth in paragraph 1(b) above ("Initial Resolution 2019-46"). Of the \$12,865,000 maximum borrowing amount authorized by Initial Resolution 2019-46, the County previously borrowed \$12,850,000 in connection with the issuance of the 2020C Notes. As of the date of this resolution, \$15,000 of the maximum borrowing amount authorized by Initial Resolution 2019-46 remains available.

- 4. On November 12, 2020, the Governing Body adopted initial resolution number 2020-50 for the purposes and in the maximum amount authorized as set forth in paragraph 1(c) above ("**Initial Resolution 2020-50**"). The County has not previously borrowed under the authority granted by Initial Resolution 2020-50; therefore, as of the date of this resolution, the maximum borrowing amount of \$15,240,000 authorized by Initial Resolution 2020-50 remains available.
- 5. Each initial resolution described in the preceding paragraphs was (i) adopted by an affirmative vote of at least three-fourths of the members-elect (as defined in Section 59.001 (2m) of the Wisconsin Statutes) of the Governing Body in accordance with Section 67.045(1)(f) of the Wisconsin Statutes, and (ii) approved and signed by the County Executive in accordance with Section 59.17(6) of the Wisconsin Statutes.
- 6. The County may choose to issue one or more separate series of obligations to finance portions of the Project.
- 7. The Governing Body deems it in the best interests of the County that the funds needed be borrowed in the aggregate amount stated above and for the purposes of the Project, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization to Combine Purposes of Notes.

The purposes of the Project are each hereby authorized to be undertaken and are hereby authorized to be combined into a single note issue; *provided*, *however*, that the County may choose to issue one or more separate series of notes to finance portions of the Project. In that event, the provisions of Sections 2 through 6 of this resolution will apply to each such series.

Section 2. <u>Authorization of Issuance of Notes.</u>

For the purposes of the Project, there shall be, and there are hereby, authorized and ordered to be prepared, executed, and issued, fully registered, negotiable, general obligation promissory notes of the County, in one or more series, in an aggregate principal amount of not to exceed \$15,610,000 (the "Notes"). The Notes will be issued under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes.

Section 3. Authorization of Sale of Notes.

The Notes are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the "Purchaser").

Section 4. Preparation of Official Statement and Notice of Sale.

The Chairperson, the County Clerk, the County Executive, and the Finance Director (in consultation with the County's Financial Advisor, Ehlers and Associates, Inc.) are each hereby authorized to cause a preliminary offering document for the Notes (the "Official Statement") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "Notice of Sale" and a "Bid Form". The Chairperson, the County Clerk, the County Executive, and the Finance Director are each hereby authorized, on behalf of the County, to approve the form of Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The County Clerk is hereby further authorized and directed to cause notice of the sale of the Notes to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the County routinely uses for posting notices of its official business.

Section 5. Bids for Notes.

Written bids for the sale of the Notes shall be received by the County on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Governing Body reserves the right, in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Notice of Sale.

Section 6. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes, which may be in the form of an executed Bid Form (the "Note Purchase Agreement"), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 7. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 8. Authorization to Act.

The officers of the County, attorneys for the County, or other agents or employees of the County are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all the provisions of this resolution.

Section 9. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be and the same are hereby rescinded insofar as they may so conflict.

Section 10. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

Adopted:	July 20, 2021		
		County Board Chairperson	
		County Clerk	
		County Executive	



BOARD OF SUPERVISORS

RESOLUTION NO.

doption of the Comprehensive	Economic Development	Strategy (CEDS) for		
Wisconsin: 2021-2025	-			
Corrected	2nd Correction	Resubmitted		
l: July 20, 2021	Date Resubmitted:			
Planning, Development &				
Extension Education Committee				
ached	Legal Note Attached			
Andy M. Buehler, Director	Signature:			
Planning and Development				
	Corrected : July 20, 2021 Planning, Development & Extension Education Committee ached Andy M. Buehler, Director	Corrected		

WHEREAS, the Milwaukee 7 (M7), assisted by the Southeastern Wisconsin Regional Planning Commission (SEWRPC), worked in 2020 and 2021 to develop a Comprehensive Economic Development Strategy (CEDS) for the Southeastern Wisconsin Region, which includes the Counties of Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha; and

WHEREAS, the CEDS is a strategic plan for strengthening and diversifying the regional economy and includes a set of goals, strategies, and actions that seek to achieve an overall economic development vision for the Region; and

WHEREAS, in addition to setting forth a strategy for economic growth in the Region, the CEDS is intended to meet the requirements of the U.S. Department of Commerce - Economic Development Administration (EDA) for such work, thereby buttressing efforts to secure Federal funding for projects in the seven-county Region that have a particular focus and impact on economic development, particularly projects that will benefit economically distressed areas; and

WHEREAS, following adoption of the CEDS by the seven county boards in the Region, SEWRPC would explore designation of the Region as an Economic Development District by the U.S. Department of Commerce – Economic Development Administration; and

WHEREAS, the Board of Directors of the Kenosha Area Business Alliance has recommended that the County Board adopt the CEDS.

Page 2 – Resolution - Comprehensive Economic Development Strategy (CEDS) for Southeastern Wisconsin: 2021-2025 – July 20, 2021

NOW, THEREFORE, BE IT RESOLVED:

FIRST: That the Kenosha County Board of Supervisors supports the regional economic development strategy set forth in the CEDS and hereby adopts the Comprehensive Economic Development Strategy for Southeastern Wisconsin for the period 2021 through 2025.

SECOND: That the Kenosha County Board of Supervisors supports the formation of an Economic Development District for the Southeastern Wisconsin Region which would align local, county, and regional economic development efforts to carry out the recommendations of the CEDS.

THIRD: That the County Clerk transmit a certified copy of this resolution to the Southeastern Wisconsin Regional Planning Commission.

PLANNING, DEVELOPMENT				
& EXTENSION EDUCATION				
COMMITTEE	<u>Aye</u>	No	<u>Abstain</u>	Excused
Day Jano	X			
Daniel Gaschke, Chair				
Amy Mayrer, Vice Chair	×			
Sandra Beth				
Gabe Nydo	户			
Zach Rodriguez	×			
4				

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SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE · PO BOX 1607 · WAUKESHA, WI 53187-1607 · TELEPHONE (262) 547-6721

FAX (262) 547-1103

Serving the Countles of

KENOSHA MILWAUKEE OZAUKEE RACINE WALWORTH WASHINGTON WAUKESHA



June 11, 2021

Chairman and Members of the Kenosha County Board of Supervisors c/o Ms. Regi Bachochin, Clerk 1010 56th Street Kenosha, WI 53140

To the Chairman and Members of the Kenosha County Board of Supervisors:

The Comprehensive Economic Development Strategy (CEDS) for Southeastern Wisconsin: 2021-2025 has been completed and is being provided to Kenosha County for consideration for adoption. The report can be accessed at www.sewrpc.org/CEDSReportJune2021. Once adopted, the 2021-2025 CEDS will supplant the currently adopted 2015-2020 CEDS.

The CEDS is a strategic plan for strengthening and diversifying the regional economy and includes a set of goals, strategies, and actions that seek to achieve an overall economic development vision for the Region. Preparation of the CEDS was a cooperative effort by the Milwaukee 7 Regional Economic Development Partnership (M7), including M7's Regional Economic Partnership (REP) working group, and SEWRPC. Todd Battle, President of the Kenosha Area Business Alliance (KABA), is a member of the REP, together with a representative from each of the other six counties in the Region, the City of Milwaukee, M7, We Energies, and SEWRPC. Strategic planning work conducted and implemented by KABA supplements and refines CEDS recommendations for Kenosha County.

Adoption of the CEDS by the County Board would continue to make the County and local governments in the County with economically distressed areas eligible to apply for grants under U. S. Department of Commerce Economic Development Administration (EDA) Public Works and Economic Adjustment programs, provided the grant project would benefit a distressed area. These programs provide funding for infrastructure projects and revolving loan funds and other business assistance programs, respectively. In addition, other Federal agencies look favorably on joint/regional planning efforts when reviewing proposed projects and grant requests. Approval by all counties in Southeastern Wisconsin could potentially lead to EDA designation of the Region as an Economic Development District (EDD), making it eligible to apply for funding for ongoing economic development activities. Adoption of the sample resolution provided by SEWRPC would also support exploring designation of the Region as an EDD.

The draft CEDS was available for public review and comment from February 22 through March 31 of this year. The CEDS has been revised to address the comments received, which are summarized in Appendix B of the report. The KABA Board of Directors reviewed and endorsed the draft CEDS at a meeting held on May 5 and will provide a letter of endorsement to the County Board.

Ms. Regi Bachochin, Clerk June 11, 2021 Page 2

It is respectfully requested that your County Board consider adopting the plan. The sample resolution for County Board adoption of the CEDS is enclosed.

Commission staff is working with Andy Buehler, Director of Planning and Development, to schedule a review of the CEDS by the Planning, Development, and Extension Education Committee at their meeting scheduled for July 14. Please contact Eric Lynde of the Commission staff at (262) 953-3222 or elynde@sewrpc.org if you have questions about the CEDS or would like hardcopies of the report.

Sincerely,

Kevin Muhs, PE, AICP Executive Director

KJM/BRM/EDL/CDP/cp #257726

Enclosure

cc: Mr. Todd Battle, President, Kenosha Area Business Alliance

Ms. Heather Wessling Grosz, Vice President, Kenosha Area Business Alliance

Mr. Jim Kreuser, County Executive, Kenosha County

Mr. Andy Buehler, Director, Kenosha County Planning and Development (with enclosure)

Mr. Pat O'Brien, President, Milwaukee 7



Comprehensive Economic Development Strategy (CEDS) for Southeastern Wisconsin: 2021-2025

what is the ceds?

The CEDS is a public/private collaboration to develop a strategy-driven plan for regional economic development. It was led by the Milwaukee 7 Regional Economic Development Partnership (M7) and prepared in collaboration with the Southeastern Wisconsin Regional Planning Commission (SEWRPC), with input from M7's Regional Economic Partnership (REP) and other stakeholders. Once adopted, the 2021-2025 CEDS will supplant the currently adopted 2015-2020 CEDS.





why prepare a ceds?

The U.S. Economic Development Administration (EDA) requires regions to update the CEDS every five years. Adoption of the updated CEDS by a county makes county and local governments in that county with EDA-defined economically distressed areas eligible to apply for grants under the EDA's Public Works and Economic Adjustment programs. These programs provide funding for infrastructure projects and revolving loan funds and other business assistance programs.

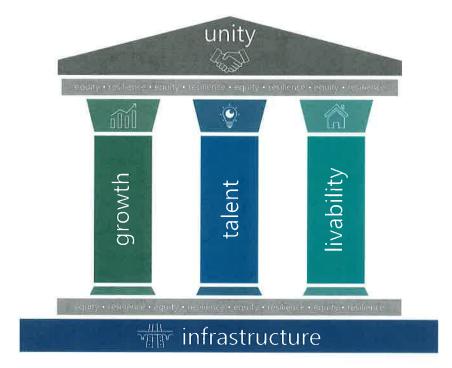
In addition, adoption of the CEDS by each county and SEWRPC enables the Region to apply to EDA for designation as an Economic Development District (EDD). Designation as an EDD would make the Region eligible for support from EDA through its Partnership Planning program to help implement the CEDS, to prepare updates as needed to refine the economic development strategies called for in the CEDS, and to identify and prioritize the actions needed to carry out the strategies. It would also expand eligibility for communities and organizations in the Region to apply for infrastructure and planning project funding from EDA, if they can demonstrate that the project will benefit an economically distressed community.

process to prepare the 2021-2025 ceds

The 2021-2025 CEDS was initiated in 2020 with data collection and analysis for the Summary Background section, which presents the current conditions, historical trends, and future projections affecting the Region's economy. This information was shared in the first round of public/stakeholder involvement in fall 2020, with input helping to identify the regional economy's Strengths, Weaknesses, Opportunities, and Threats (SWOTs). A second round of involvement in spring 2021 obtained feedback on the draft CEDS. M7, SEWRPC, and the REP considered all the feedback and made changes to address that feedback prior to finalizing the CEDS.

the action plan

The Action Plan for the 2021-2025 CEDS includes the economic development vision, goals, and strategies for the Region as well as action steps to achieve the vision/goals and implement the strategies. Informed by the Summary Background, SWOT analysis, stakeholder input, and recent M7 initiatives such as *Prosperity 2025*, the Action Plan is focused around five goals, each with a set of underlying strategies and actions. As depicted in the graphic, the overarching first goal is to **Unify** the Region around a comprehensive approach to economic development based on the three key pillars of **Growth**, **Talent**, and **Livability**, all supported through the provision of a modern, efficient regional **Infrastructure**.



Goal 1 (Unity): Unite the Region around a comprehensive, equitable, and ongoing economic development agenda built around the three pillars of Growth, Talent, and Livability

Goal 2 (Growth): Grow, expand, and attract businesses

Goal 3 (Talent): Ensure a qualified workforce that meets the future needs of employers

Goal 4 (Livability): Enhance the Region's quality of life and attractiveness to businesses, residents, workers, and visitors

Goal 5 (Infrastructure): Modernize regional infrastructure to enhance efficiency, cost-effectiveness, and connectivity

Equity and economic resilience are critical components of the CEDS. The Action Plan identifies strategies and actions under each goal that should be prioritized to reduce the Region's significant racial disparities and move towards a more equitable future. It also addresses, particularly in light of the COVID-19 pandemic, the Region's ability to prevent, withstand, and quickly recover from major disruptions to its economic base and adapt to changing internal or external economic conditions.

equity and economic resilience

implementation

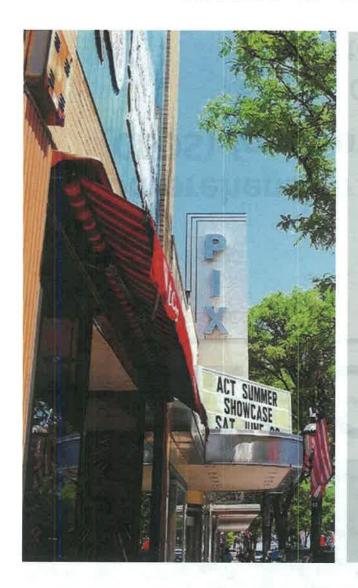
The CEDS identifies performance measures to evaluate the progress and effectiveness of proposed strategies and actions as well as ongoing and proposed economic development projects in the Region that illustrate some of the many ways the elements of the Action Plan are being implemented. The projects were identified by the REP with assistance from other local economic development departments across the Region.



Comprehensive Economic Development Strategy (CEDS) for Southeastern Wisconsin: 2021-2025

Kenosha County Planning, Development, and Extension Education Committee July 14, 2021

•••• What is the CEDS?



- ounty Flanning, Development ension Education Committee
- ➤ Public/private sector collaboration to develop a strategy-driven plan for regional economic development
- ➤ Prepared by M7 and SEWRPC with input from Regional Economic Partnership (REP) and other stakeholders
- ≥2021-2025 CEDS will supplant the currently adopted 2015-2020 CEDS

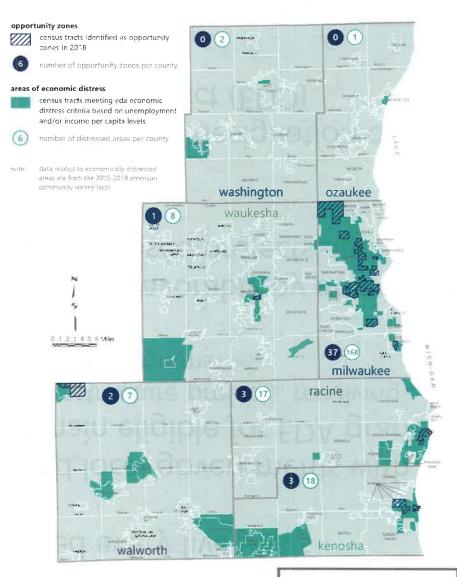


••••• Why Prepare a CEDS?

- >EDA requires a CEDS to be updated every five years
- Adoption ensures that County and local governments with economically distressed areas remain eligible for EDA grants
 - EDA programs provide funding for infrastructure projects, revolving loan funds, and other business assistance programs
- ➤ Joint/regional planning efforts viewed favorably by other Federal agencies when reviewing proposed projects and grant requests
- An adopted CEDS enables potential future designation of the Region as an Economic Development District (EDD)

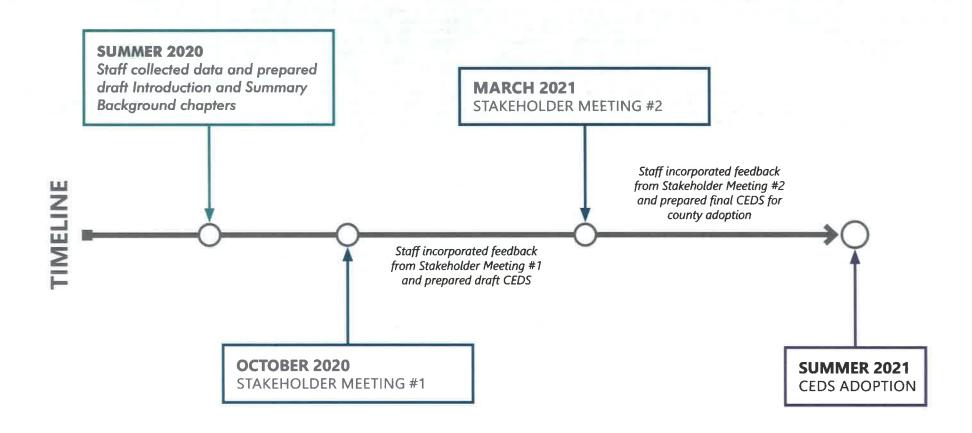


- ➤ EDA grants are intended to increase job opportunities and incomes in counties with census tracts that meet EDA's "economic distress" criteria:
 - Unemployment rate at least 1% over U.S. average, and/or per capita income 80% or less than U.S. average
 - 221 distressed areas in the Region (18 in Kenosha County)
- ➤ Opportunity Zones
 - 46 in the Region
 (3 in Kenosha County)





•••• CEDS Timeline





•••• Summary Background

- Inventory of current conditions, historical trends, and future projections affecting the Region's economy
- ► Informed the CEDS Action Plan
- Identified existing racial disparities within the Region
- Identified vulnerabilities to Region's economic resilience (ability to prevent, withstand, and recover from major disruptions)





➤ Slow Growth Region

➤ Important Natural, Cultural, and Park Assets

➤ Aging Population

➤ Broadband Access Issues

➤ Affordable Housing Shortage

>Transportation Challenges

➤ Racial/Ethnic Disparities

➤ Key Industry Clusters

➤ Strong Educational Institutions

Innovation/Entrepreneurship Opportunities



•••• SWOT Analysis

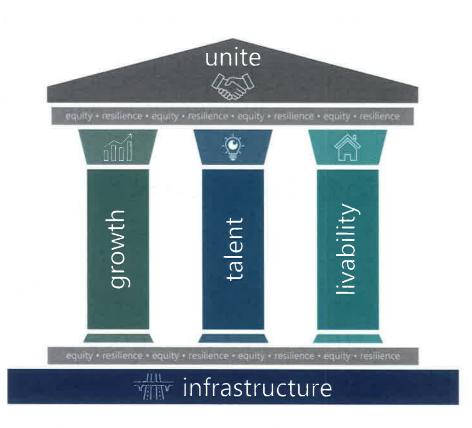
- ➤ Key Strengths
 - Leading manufacturing region
 - Industry Clusters
- ➤ Key Weaknesses
 - Racial disparities
 - Policy differences
- ➤ Key Opportunities
 - Technological transformation in manufacturing
 - Improve entrepreneurial climate
- ➤ Key Threats
 - Aging population/workforce
 - Talent shortage and skills mismatch





••••• Strategic Framework/Action Plan

- ➤ Informed by Summary Background, SWOT analysis, and stakeholder input
- ➤ Heavily influenced by MMAC/M7 Prosperity 2025 campaign
- ➤ Vision: "to be a globally competitive region that fosters innovation, collaboration, sustainable prosperity, and a high quality of life for all"
- ➤ Goals, strategies, and actions
- Equity and resilience addressed through multiple strategies and actions





•••• Resilience

- ➤ Resilience = "ability to prevent, withstand, and quickly recover from major disruptions to the economic base and adapt to changing internal or external economic conditions"
- >CEDS Action Plan seeks to:
 - Bolster economic diversity
 - Enhance the ability of industries and workforce to adapt to technological shifts
 - Promote attractive and sustainable development
 - Ensure reliable and durable infrastructure that meets future needs
 - Enable active and regular communication among stakeholders
- ➤ Addressing COVID-19 pandemic impacts is a top priority



•••• Equity





- Equitable access to economic opportunity is essential to a prosperous, resilient regional economy
- Southeastern Wisconsin has some of the greatest racial and geographic disparities in the nation
- ➤ Pandemic has intensified these disparities
- For the Region to succeed, we must address the socioeconomic inequities faced by people of color



•••• Goal 1 – Unity

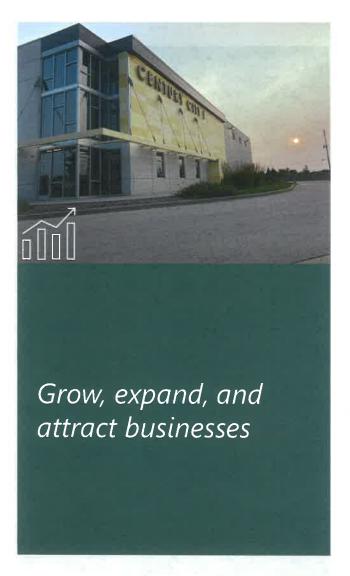


Unite the Region around a comprehensive, equitable, and ongoing economic development agenda built on the pillars of Growth, Talent, and Livability

- Enhance regional cooperation and collaboration
- Develop a process to analyze the economy and adapt to evolving conditions
- Support policy and processes that will improve the Region's competitive standing
- ➤ Align economic development agendas under a mindset that victories for equity are victories for everyone



•••• Goal 2 - Growth



- Create a comprehensive growth strategy
- Leverage assets to facilitate corporate retention, expansion, and attraction
- Develop crosscutting technology disciplines critical to our Region's economic success
- Build on the Region's strength as a leading manufacturing center and international supply chain anchor
- Capitalize on specific industry clusters that offer competitive advantages
- Foster a dynamic, richly networked innovation and entrepreneurship ecosystem
- Increase the export capacity of firms, focusing on small- and medium-sized enterprises



•••• Goal 3 - Talent



- Match the skills of the Current Workforce with the needs of employers
- Actively align the Educational Pipeline with the needs of employers
- Foster greater employment of the Untapped Potential talent pool
- Attract Out of Market talent, including remote workers
- Position Southeastern Wisconsin as a region of choice for diverse talent
- ➤ Align workforce development with growth opportunities in targeted clusters



•••• Goal 4 – Livability



Enhance the Region's quality of life and attractiveness to businesses, residents, workers, and visitors

- Support sustainable development that balances growth and quality of life
- Make the Region attractive to residents, businesses, workers, and visitors
- Support policies that seek to remedy racial and economic segregation and address longstanding disparities



•••• Goal 5 - Infrastructure



Modernize regional infrastructure to enhance efficiency, cost-effectiveness, and connectivity

- > Evolve to a financially and environmentally sustainable transportation system
- Ensure the efficient, cost-effective provision of public infrastructure and services
- Connect underserved populations to economic and employment opportunities
- Expand broadband speed, availability, and access



••••• Implementation

- ➤ Performance Measures
- ➤ EDA Investment Priorities
- ➤ Economic Development Projects
 - Page 95 of CEDS includes projects in Kenosha County



location	project information	strategies
	business park	
City of Kenosha	Business Park Development – Development of new business parks on the west side of I-94	1.3, 2.2
City of Kenosha	Kenosha Industrial Park Expansion – Development of new 130-acre business park on the north side of the existing Kenosha Industrial Park	1.3, 2.2
Village of Bristol	Bristol Business Park – Development of new 167-acre business park on the west side of CTH U, south of CTH C	1.3, 2.2
Village of Bristol	Bristol Business Park Expansion – 100-acre expansion on the south side of the existing Bristol Industrial Park	1.3, 2.2
Village of Bristol	Business Park Development (Janko) – Development of new 150-acre business park on the west side of CTH U, north of CTH Q	1.3, 2,2
Villages of Bristol and Pleasant Prairie	Prairie Highlands Bristol/Prairie Highlands Pleasant Prairie – Development of 460-acre site by HSA Development, two speculative buildings under way in Bristol and projects in Pleasant Prairie include Nexus Pharmaceuticals. Aurora Surgical Center, and Haribo Manufacturing Facility	1.3, 2.2, 2.5
	Countryside Commerce Center - Development of new 64-acre business park on the west side of	



•••• Next Steps

Final Draft

Work with each county's REP member to achieve county board adoption

CEDS Submission

After all counties adopt, SEWRPC will consider adoption and submit final draft to EDA



Thank You

sewrpc.org/CEDS

choosemilwaukee.com

MKE7.com





BOARD OF SUPERVISORS

R	E.	50	L	JTI	ON	NO		

amendment comprehens Density Re	to the Adopted Land Use Plan maive plan) from "Farmland Protection	Jnion Grove, WI 53182 (Owner), requests an ap for Kenosha County: 2035 (map 65 of the ion" to "Farmland Protection" & "Suburban-21-023-0100, located in the southwest ¼ of				
Corrected	Corrected	2nd Correction ☐ Resubmitted ☐				
Date Submitt	red: July 20, 2021	Date Resubmitted:				
Submitted By	y: Planning, Development & Extension Education Committee					
Fiscal Note A		Legal Note Attached				
Prepared By:	Andy M. Buehler, Director Division of Planning & Development	Signature: Docusigned by:				
		5E5F88199951407				
WHEREAS,	66.1001 of the Wisconsin Sta	comprehensive planning law set forth in Section atutes, Kenosha County adopted a Multin for Kenosha County: 2035 on April 20, 2010				
WHEREAS,	HEREAS, Jerome N. Fliess, 422 144 th Ave., Union Grove, WI 53182 (Owner), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" to "Farmland Protection" & "Suburban-Density Residential" on Tax Parcel #45-4-221-023-0100, located in the southwest ¼ of Section 2, T2N, R21E, Town of Paris; and,					
WHEREAS,	the Kenosha County Division of Planning & Development has published said request in accordance to State Statutes; and					
WHEREAS,	the Town Board of Paris recommended approval of the request; and,					
WHEREAS,	the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on July 14, 2021, and recommended approval of the request.					

Resolution – Jerome N. Fliess (Owner), Comp Plan Amendment – July 20, 2021 Page 2

NOW, THEREFORE, BE IT RESOLVED that pursuant to Sections 59.69 and 66.1001(4) of Wisconsin Statutes, the Kenosha County Board of Supervisors hereby amends the comprehensive plan on Tax Parcel #45-4-221-023-0100, as described above.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors enact an ordinance adopting the comprehensive plan change.

Approved by:

Gabe Nudo

PLANNING, DEVELOPMENT & EXTENSION EDUCATION **COMMITTEE** Aye No Abstain Excused Daniel Gaschke, Chair Amy Maurer, Vice Chair Sandra Beth

\\co.kenosha.wi.us\KCFiles\Data\PDDATA\RESOLUTIONS\Resolutions 2021\07-2021 RES Fliess CPA.doc

KENOSHA COUNTY PLANNING. DEVELOPMENT & EXTENSION EDUCATION COMMITTEE **COMPREHENSIVE PLAN** From "Farmland Protection" to AMENDMENT MAP "Suburban-Density Residential" PETITIONER(S): 2.00 Acres Jerome N. Fliess (Owner) LOCATION: SW 1/4 of Section 02 144TH AVE Town of Paris TAX PARCEL(S): #45-4-221-023-0100 REQUEST: Requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Remain Protection" to "Farmland Protection" & "Farmland Protection" "Suburban-Density Residential". 118.00 Acres RACINE COUNTY TOWN OF PARIS Land Use Plan Districts Amendment Area High-Density Residential Medium-Density Residential C.T.H. "A" (7TH ST.) Environmental Corridor Farmland Protection Industrial Park and Recreational General Agricultural and Open Land Suburban-Density Residential Rural-Density Residential Street and Highway Right-of-Way 1 inch = 500 feet



BOARD OF SUPERVISORS

RESOLUTION NO.	ION NO.
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9						
WI 53182 (requests an 65 of the 6 "Rural-Den	obert and Kay Drissel Revocable Towner), Diane & John Myers, 203 amendment to the Adopted Land Ucomprehensive plan) from "Farmle sity Residential" on Tax Parcel #30-2N, R20E, Town of Brighton	307 15 th St., Union Grove, WI 53 Use Plan map for Kenosha Count and Protection" to "Farmland F	3182 (Agent), cy: 2035 (map Protection" &			
Corrected	Corrected	2nd Correction I	Resubmitted			
Date Submitt	red: July 20, 2021	Date Resubmitted:				
Submitted By	y: Planning, Development & Extension Education Committee					
Fiscal Note A		Legal Note Attached				
Prepared By:	Andy M. Buehler, Director Division of Planning & Development					
WHEREAS,	in compliance with Wisconsin's compliance with Wisconsin's comprehensive Plantand, Robert and Kay Drissel Revocal Grove, WI 53182 (Owner), Diane WI 53182 (Agent), requests an antifor Kenosha County: 2035 (map 60 Protection" to "Farmland Protect Parcel #30-4-220-011-0204, located Town of Brighton; and,	atutes, Kenosha County adoptor for Kenosha County: 2035 on Apple Trust, 15941 Durand Ave & John Myers, 20307 15th St., mendment to the Adopted Land Wiss of the comprehensive plan) frotion" & "Rural-Density Resider	ted a Multi- April 20, 2010; #37D., Union Union Grove, Use Plan map om "Farmland ntial" on Tax			
WHEREAS,	the Kenosha County Division of request in accordance to State State		published said			
WHEREAS,	the Town Board of Brighton recom	nmended approval of the request;	and,			
WHEREAS,	the Kenosha County Planning, Devheld a public hearing on the request of the request.					

Resolution – Robert and Kay Drissel Revocable Trust (Owner), Diane & John Myers (Agent) Comp Plan Amendment – July 20, 2021 Page 2

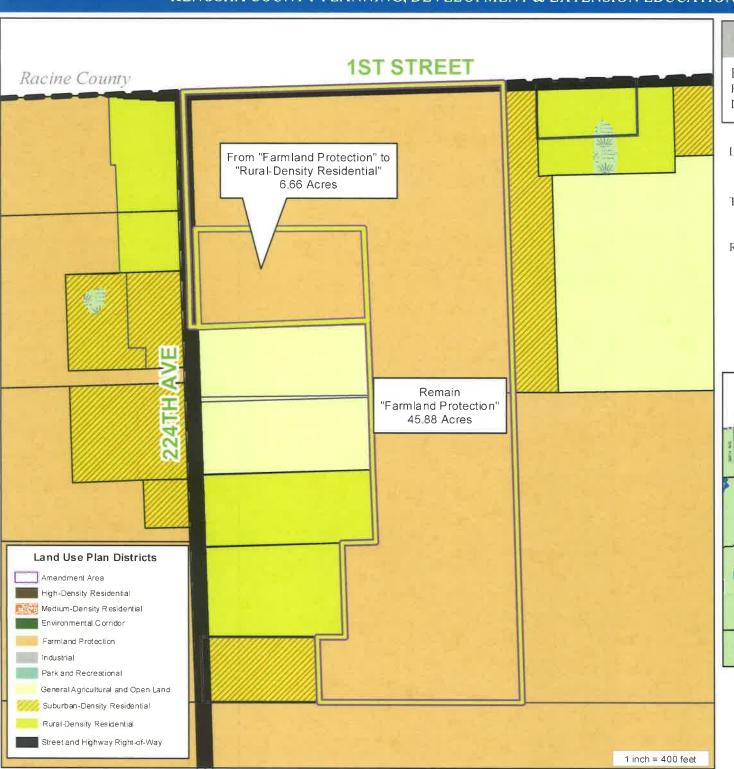
NOW, THEREFORE, BE IT RESOLVED that pursuant to Sections 59.69 and 66.1001(4) of Wisconsin Statutes, the Kenosha County Board of Supervisors hereby amends the comprehensive plan on Tax Parcel #30-4-220-011-0204, as described above.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors enact an ordinance adopting the comprehensive plan change.

Approved by:

PLANNING, DEVELOPMENT				
& EXTENSION EDUCATION				
COMMITTEE	<u>Aye</u>	No	<u>Abstain</u>	Excused
Daniel Gaschke, Chair	K			
Amy Maurer, Vice Chair	X			
Sandra Beth				
Gabe Nudo	×			
Ach Rouriguez	×			

KENOSHA COUNTY PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE



COMPREHENSIVE PLAN AMENDMENT MAP

PETITIONER(S):

Robert and Kay Drissel (Owner)
Diane & John Myers (Agent)

LOCATION:

NE 1/4 of Section 01 Town of Brighton

TAX PARCEL(S): #30-4-220-011-0204

REQUEST:

Requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" to "Farmland Protection" & "Rural-Density Residential".





Kenosha County Administrative Proposal Form

1. Proposal Overview			
Division: Highway	Department:	Public Works and Deve	lopment
	-	Services	
Proposal Summary (attach explanation			
A Resolution Approving a Plat P			undabout
at the Intersection of County T	runk Highway	ys A and i	
	- xD		
Dept./Division Head Signature:	munt Abr	nywa Date:	6-30-202
Dept./Division fiedd Oighdidio.		Date.	
2. Department Head Review			
Comments:			
Recommendation: Approval 🔼 Non	n-Approval 🗌		
		•	
Department Head Signature:	2/ Vs	Date: 6	28-21
3. Finance Division Review			
Comments:			
Recommendation: Approval 🔀 Non	-Approval		
Finance Cianatura	0 1/	Date: 6/25.	121
Finance Signature:	Jan 10	Date: 6/47	/ 241
4 County Executive Poview	$\overline{}$		
4. County Executive Review Comments:			
Comments.			
Action: Approval Non-Approval	\neg		
	_		
Executive Signature:	ises	Date: 7-7	7-21

Revised 01/11/2001



BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: A Resolution Approving of a Roundabout at the Intersec and Y						
Original 🛛 Corrected 🗖 2 nd Cor	ted \square 2 nd Correction \square Resubmitted \square					
Date Submitted: July 12, 2021	Date Resubmitted:					
Submitted by: Public Works - Highway Division						
Fiscal Note Attached No	Legal Note Attached \square					
Prepared by: Clement Abongwa	Signature: Clowert Hongus					

WHEREAS, the intersection of County Trunk Highways A and Y in Somers has been identified as one of the County's most dangerous intersections, having experienced thirty accidents over a five year period, and

WHEREAS, an investigation and analysis of the accidents occurring at this intersection, consistent with Wisconsin Department of Transportation and Federal Highway Administration standards, indicated that the intersection's features could be modified to improve safety and reduce the number of and severity of accidents by installing a roundabout, and

WHEREAS, the land acquisition process for this intersection includes Kenosha County acquiring certain parcels of land for right-of-way (ROW) as shown in the attached Plat Plan (Exhibit A), and

WHEREAS, all Plat Plans and the resultant acquisition of ROW require the approval of the Kenosha County Board of Supervisors,

A Resolution Approving a Plat Plan for the Construction of a Roundabout at the Intersection of County Trunk Highways A and Y

July 12, 2021

Respectfully Submitted:

Page 2

THEREFORE BE IT RESOLVED THAT, the Kenosha County Board of Supervisors approves the attached Plat Plan as specified in Exhibit A which is attached and incorporated by reference.

Public Works Committee:

Aye Nay Abstain Excused

Willia Man Bill Grady, Chairperson

John Franco, Vice Chairperson

Industry Berg

And Berg

And

A Resolution Approving a Plat Plan for the Construction of a Roundabout at the Intersection of County Trunk Highways A and Y

July 12, 2021

Page 3

FINANCE/ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
Supervisor lattray Centz Chair				
Supervisor Jeffrey Gentz, Chair Supervisor David Celebre	V			
Supervisor Ron Frederick				
Supervisor Ed Kubicki	X			
Supervisor John Franco				
Marica Muhas Supervisor Monica Mhas				
Jeff Wamboldt				

RELOCATION ORDER

RE1708 04/2015



Project ID 3762-03-00	Road name CTH Y, Intersection with CTH A	Highway CTH A (22 nd Avenue)	County Kenosha
Right of way plat date 04/09/2021	Plat sheet number(s) 4.01 – 4.05	Previously app N/A	roved Relocation Order date

Description of termini of project:

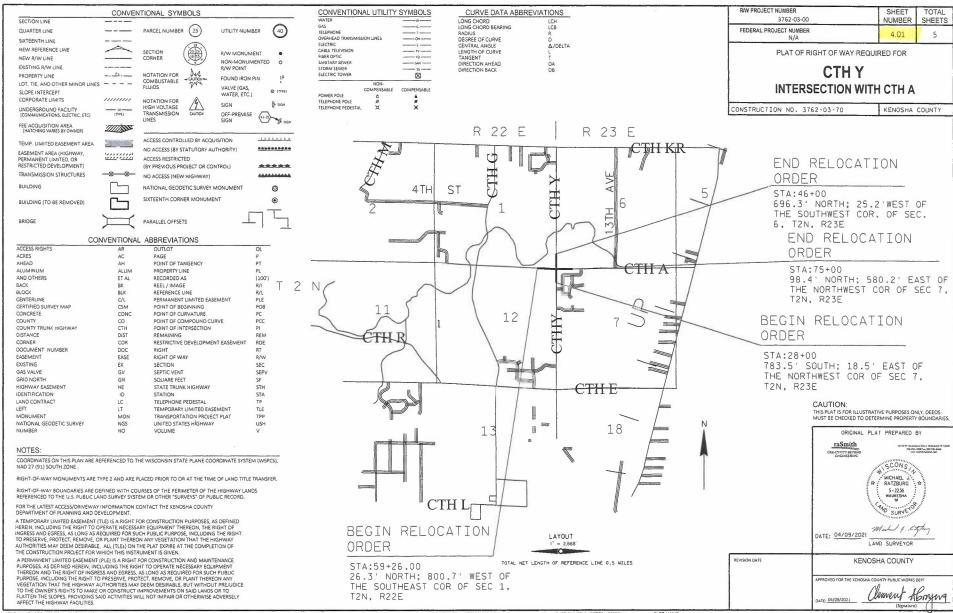
CTH Y (22nd Avenue) Intersection with CTH A (7th Street).

To properly establish, layout, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 83.07 and 83.08, Wisconsin Statutes, Kenosha County orders that:

- 1. The said highway is laid out and established to the lines and widths as shown on the plat.
- 2. The required lands or interests in lands as shown on the plat shall be acquired in the name of Kenosha County, pursuant to the provisions of Section 83.07 and 83.08, Wisconsin Statutes.
- 3. This order supersedes and amends any previous order issued.

_



SCHEDULE OF LANDS & INTERESTS REQUIRED OWNERS' NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND WHITERESTS TO KENDSHA COUNTY. AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DEBYED FROM TAX ROLLES OF OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

					R/	W REQUIRED	ACRES	TOTAL	T.L.E.	D. F		
PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES	NEW	EXISTING	TOTAL	REMAINING ACRES	TEMP. ACRES	P.L.E. PERM. ACRES	PARCEL NUMBER	
1 2 3 4 5	4.04 4.04 4.04 4.04 4.04	RICHARD J AND SUSAN M KRAUS CARING TRUST GOLF GLEN ESTATES LLC HOME PATH FINANCIAL LIMITED PARTNERSHIP HOME PATH FINANCIAL LIMITED PARTNERSHIP HOME PATH FINANCIAL LIMITED PARTNERSHIP	FEE, TLE FEE, TLE FEE, TLE FEE, TLE TLE	38.29 0.66 0.68 0.52 0.51	0.56 0.04 0.13 0.01	-	0.56 0.04 0.13 0.01	37.73 0.62 0.56 0.51 0.51	0.13 0.02 0.06 0.04 0.02	-	1 2 3 4 5	
6 7 8	4.05 4.05 4.05	PAUL D GITZLAFF MARK B GITZLAFF KENOSHA COUNTRY CLUB INC.	FEE, TLE FEE, TLE FEE, TLE	71.48 1.00 139.90	0.15 0.04 0.10	-	0.15 0.04 0.10	71.33 0.96 139.80	0.25 0.08 0.17	0.002	6 7 8	
100 101 102	4.04 4.04 4.04	AT&T DISTRIBUTION SBC VILLAGE OF SOMERS WE ENERGIES	RELEASE OF RIGHTS RELEASE OF RIGHTS RELEASE OF RIGHTS	1 1								
		DATE 04/09/2021 SCALE F	EET HWY-CTH Y	INTERSECTION WITH	CTH A ST	ATE R/W PROJ	ECT NUMBER	3 3	762-03-00		PLAT SHEET	4 02
		0,000									. 5 5	

TPP100.0WG

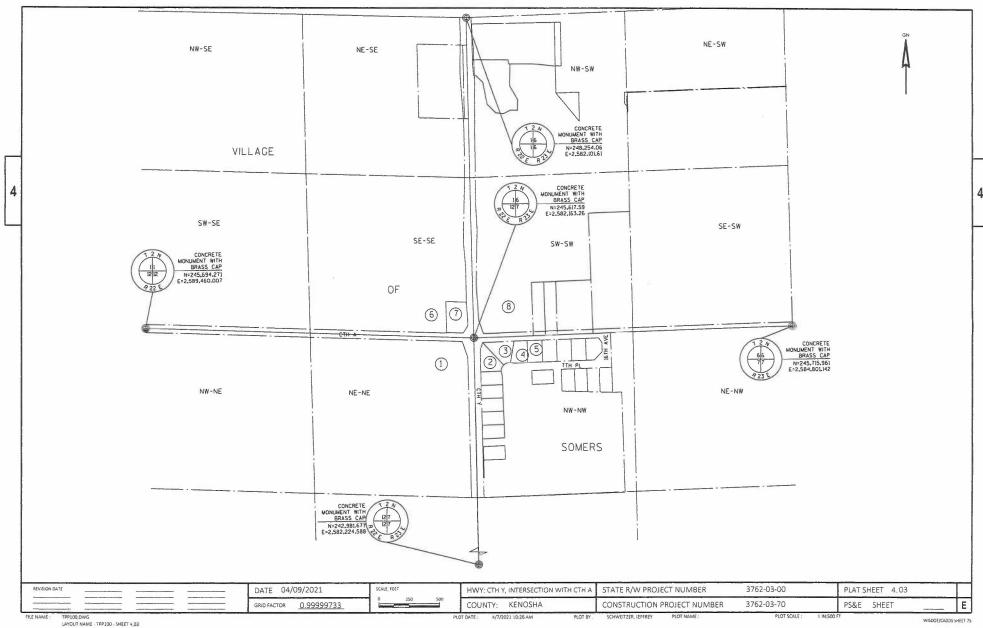
LAYOUT NAME - TPP100 - SHEET 4,02

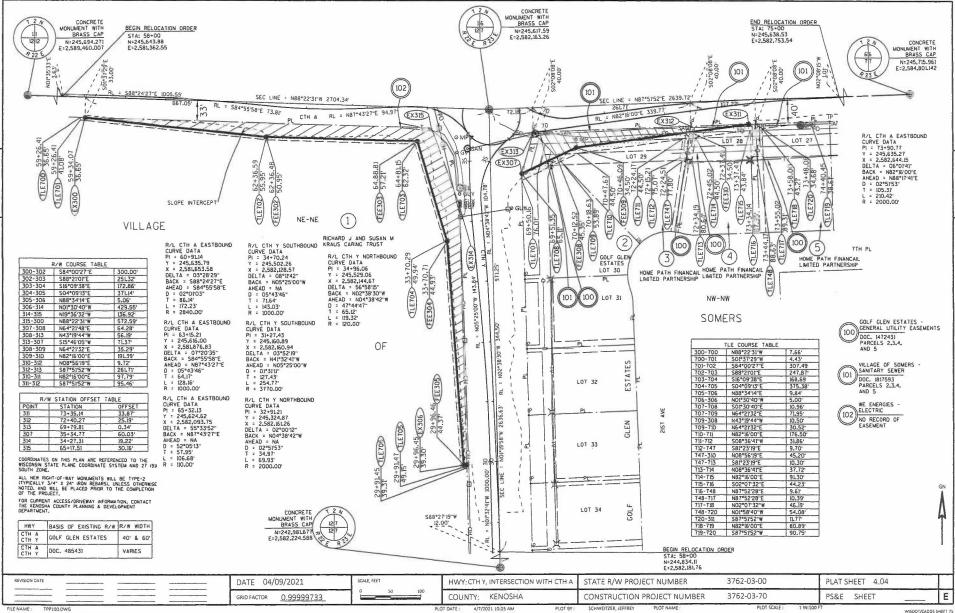
PLOT DATE : 4/7/2021 10:26 AM

PLOT BY : SCHWEITZER, JEFFREY PLOT NAME :

PLOT SCALE : L IN 40 FT

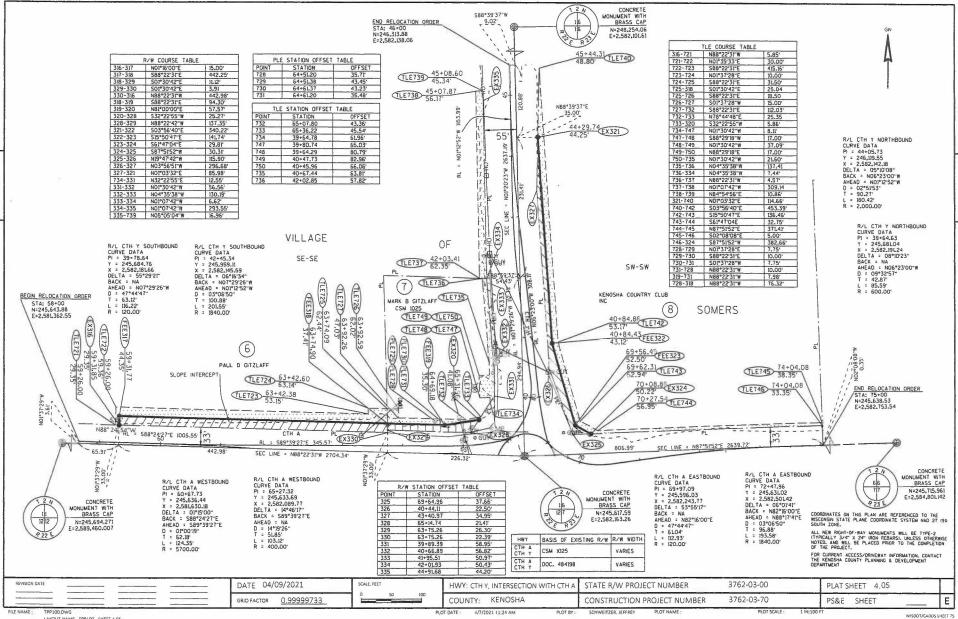
WISDOT/CADDS SHEET 75





LAYOUT NAME - TPP100 - SHEET 4,04

4



LAYOUT NAME TPP100 - SHEET 4,05

1



BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: Pecalution to any						
Subject: Resolution to approve the re-appointment of the						
Honorable Monica Yuhas to serve on the Pringle Nature Center						
Board	Jan Hardago Geneeg					
Original $lacktriangle$ Correction $lacktriangle$ Resubmitted $lacktriangle$						
Date Submitted:	Date Resubmitted:					
07/12/2021	The stable deca.					
Submitted by:						
Public Works/Facilities						
Committee						
Condition						
Fiscal Note Attached	Togal Note Attack 1 7					
110001 Hotel Hetached	Legal Note Attached 🗖					
Prepared by:	Signature:					
•	Signature.					
Wendy Epping						

WHEREAS, pursuant to County Executive Appointment 2021/22-22, the County Executive has re-appointed Supervisor Monica Yuhas to serve on the Pringle Nature Center Board, and

WHEREAS, the Public Works/Facilities Committee has reviewed the request of the County Executive for confirmation of the appointment of the above named to serve on the Pringle Nature Center Board and is recommending to the County Board the approval of this appointment,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors confirms the appointment of Supervisor Monica Yuhas to the Pringle Nature Center Board. Supervisor Yuhas' appointment shall be effective immediately upon confirmation of the County Board and continuing until the 31st day of July 2024, or until a successor is appointed by the County Executive and confirmed by the County Board of Supervisors. Supervisor Yuhas will be succeeding herself and will serve without pay.

PUBLIC WORKS/FACILITIES COMMITTEE

	Aye	Nay	Abstain	Excused
William Grady, Chairman				
John Franco, Vice Chair	V			
Laura Belsky				
Andy Berg				
Jahrel 1/2		X		
Sharon Pomaville	\checkmark			
Pach Rodriguez	X	-0		

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

Fax: (262) 653-2817

APPOINTMENT 2021/22-22

RE: PRINGLE NATURE CENTER BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

The Honorable Monica Yuhas Kenosha County Board Supervisor 9915 39th Avenue Pleasant Prairie, WI 53158

to serve a three-year term, as the Kenosha County liaison, on the Pringle Nature Center Board beginning immediately upon confirmation of the County Board and continuing until the 31st day of July, 2024 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Supervisor Yuhas will serve without pay. Supervisor Yuhas will be succeeding herself.

Respectfully submitted this 10th day of June 2021.

Jim Kreuser
Kenosha County Executive

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

MEMORANDUM

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

As required by Section 59.69(2)(e), the following report is being made on the petitions to the <u>August 11, 2021</u> Planning, Development & Extension Education Committee meeting that have been filed in the Kenosha County Clerk & Kenosha County Planning & Development Offices for future consideration by the County Board.

- 1. **Review and Possible Approval –** Resolution requesting approval of the formation of a Silver Lake Management District within Kenosha County pursuant to Wis. Stat. § 33.25.
- 2. Approval of Minutes
- 3. Citizens Comments
- 4. Any Other Business Allowed by Law
- 5. Adjournment

Sincerely,

DocuSigned by:

Andy Bruller

555588100051407

ANDY M. BUEHLER, Director Division of Planning & Development

AMB:BF:aw

GL-16-21



COUNTY CLERK

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

CLAIM AGAINST KENOSHA COUNTY

FULL NAME ADDRESS	State Farm a/s/o DANIEL C SKORUPA DATE 6/14/2021 PO Box 106172			
	TELEPHONE		Home:	
Work:			877-787-8276	3
DATE & TIM	E OF ACCIDE	NT OR LOSS	03/19/2021,	08:00 AM
LOCATION O	DI [,] ACCIDENT	30th	ave and 18th	st
Kenosha, WI				
DESCRIPTION OF ACCIDENT OR LOSS				
Your driver, Charles Eisenberg, failed to obey traffic control and struck our				
insured's vehicle, causing damages.				
-				
0				
-				
-				
-				
-				
WITNESS:	Name			-
	Address			
	,			
	Phone			
AMOUNT OF CLAIM (damages) \$ 1,976.70				
CLAIMANT'S SIGNATURE Pat No			Digit Date	ally signed by Pat Nguyen : 2021.06.14 21:03:30 -05'00'
				data to this form.
	-		COUNTY CLERE	
KIMOUN III.		1010 56'III S		

KENOSIIA WI 53140



June 14, 2021

County Of Kenosha County Clerk

Attn: Risk Managment

1010 56th St

Kenosha WI 53140-3738

Subrogation Services PO Box 106172 Atlanta GA 30348-6172



RE:

Claim Number:

49-17P9-47H

Our Insured:

Daniel C Skorupa

Date of Loss:

March 19, 2021

Your Insured:

Kenosha Coutny Sheriff Department

Your Insured Driver:

Charles J Eisenberg

Your Claim Number:

Unknown

Your Policy Number:

Unknown

To Whom It May Concern:

We have been informed you are the liability carrier for the party involved in this loss with our insured. Our investigation indicates your insured is responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm® paid by Cause of Loss:

Total Amount Paid by State Farm:

\$1,696.33

Insured Deductible Amount:

\$500.00

Total Amount Due to State Farm:

\$1,976.70

If you have paid the deductible to our insured, please reduce the Total Amount Due to State Farm by the deductible amount.

Property Damage

042 - Uninsured Motorist PD

300 series/400 - Comp/Collision

\$1,696.33

501 - Rental/Loss of Use Other Property Damage

\$

Salvage Recovery

Insured Deductible Amount

\$500.00

49-17P9-47H Page 2 June 14, 2021

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 90% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is \$1,976.70.

Fact of Loss:

Your driver, Charles Eisenberg, failed to obey traffic control and struck our insured's vehicle, causing damages.

Please remit payment of this claim, or contact us at (877) 787-8276 Ext. 6156926922 to discuss settlement. Please include our claim number on the payment. If you reimburse our insured's deductible directly, please advise us at time of payment. Thank you for your cooperation.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

If you have questions or need assistance, call us at (877) 787-8276 Ext. 6156926922.

Sincerely,

Pat Nguyen Claim Associate (877) 787-8276 Ext. 6156926922 Fax: (866) 231-9276

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (877) 787-8276 Ext. 6156926922 to discuss sensitive information.

State Farm Mutual Automobile Insurance Company

Enclosure(s): Claim supporting documents

Other insurance carriers with access to st8.fm/oic-self-service can check for claims and review claim status online, including some payment details such as issue date, status, and amount. They can also view principal damage information and upload documents for an open claim. All insurance carriers can file an auto claim online on statefarm.com/claims.

RBZ00070



State Farm Mutual Automobile Insurance Company

Auto Payments by Participant/COL

Route To: Pat Nguyen

BASIC CLAIM INFORMATION

Claim Number: 49-17P9-47H Date of Loss: 03-19-2021

Policy Number:

Named Insured: SKORUPA, DANIEL C

Named Insured(s) / 400 - COLL

C denotes consolidated payment

E denotes EFT payment

P previously converted payment from CAT/CMR

Payment Number

Issued

<u>Date</u>

<u>Payee</u>

Payable Pay COL

400

Cd

Status Paid

Auth Amount Id

\$1,696.33 ECSAPY

Rsn <u>Cd</u>

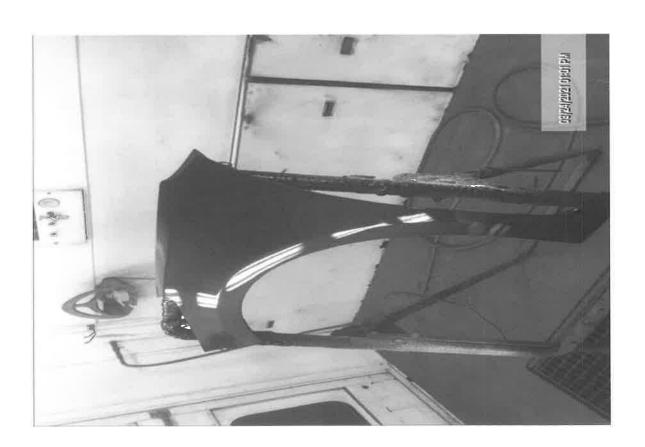
105365242K E 03-26-2021 GERBER COLLISION & GLASS -

KENOSHA - WASHINGTON RD

Total:

\$1,696.33

Date: 06-14-2021

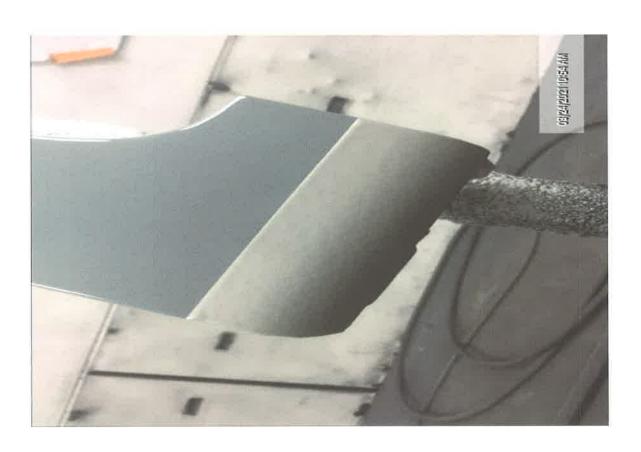


















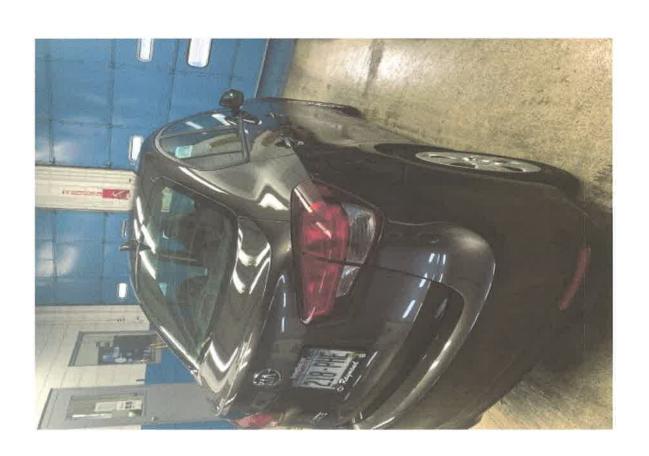


























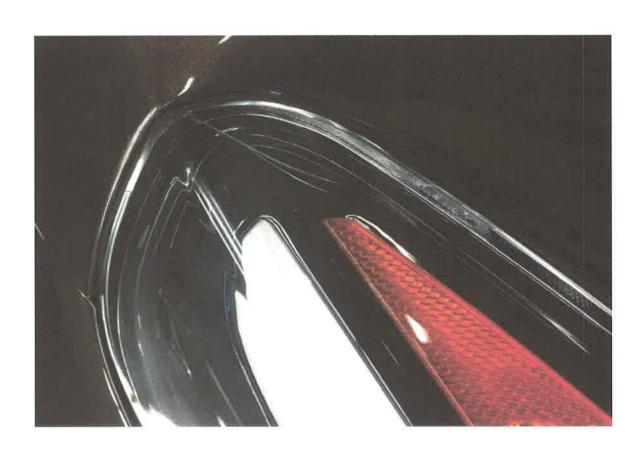
















Gerber Collision & Glass -Kenosha/Washington Rd.

Highly Wreck-ommended 5419 Washington Rd, Kenosha, WI 53144 Phone: (262) 657-8028

Workfile ID: 36ac1eb6 51-0394062 Federal ID: 0040000230032-01 State ID: Federal EPA:

N/A State EPA: N/A

Supplement of Record 1 with Summary

RO Number: 6200012526

Written By: Robert Thomas, 3/26/2021 2:51:24 PM Adjuster: AGENT INITIATED REPAIR FAC

Insured:

SKORUPA, DANIEL

Policy #:

Claim #:

49-17P9-47H01

Type of Loss:

SKORUPA, DANIEL

Collision

Date of Loss:

3/19/2021 8:00 AM

Days to Repair: 0

Owner:

Point of Impact: 10 Left Front Pillar

Inspection Location:

Gerber Collision & Glass -

Kenosha/Washington Rd.

5419 Washington Rd

Kenosha, WI 53144

Repair Facility

(262) 551-7754 Evening

1872 22ND AVE APT 710

KENOSHA, WI 53140

(262) 705-3795 Cell

(262) 657-8028 Business

Vehicle Drop Off Date: 03/23/2021 **Repair Completion Date:** 03/26/2021 **Promise Date:**

Vehicle Pick Up/Return 03/26/2021

Date:

Insurance Company:

STATE FARM INSURANCE COMPANIES

STATE FARM - WI

MIDDLETON

Repair Start Date: 03/23/2021

VEHICLE

2018 KIA Forte LX Automatic 4D SED 4-2.0L Gasoline MPI BROWN

VIN:

License: 218PHE

Exterior Color:

BROWN

7/2017

Mileage In:

14,369

Vehicle Out: 3/26/2021

State:

WI

Interior Color:

Production Date:

Mileage Out: 14,370

Condition:

Job #:

joe /team

TRANSMISSION

Automatic Transmission

POWER

Power Steering **Power Brakes** Power Windows Power Locks

Power Mirrors Heated Mirrors

DECOR Dual Mirrors Tinted Glass Console/Storage **CONVENIENCE**

Alr Conditioning **Intermittent Wipers** Tilt Wheel Cruise Control

Rear Defogger **Keyless Entry** Alarm

Steering Wheel Touch Controls Telescopic Wheel

RADIO AM Radio FM Radio Stereo

03/26/2021

Search/Seek **CD Player**

Auxiliary Audio Connection

Satellite Radio **SAFETY**

Drivers Side Air Bag Passenger Air Bag Anti-Lock Brakes (4)

4 Wheel Disc Brakes Front Side Impact Air Bags Head/Curtain Air Bags Hands Free Device

SEATS

Cloth Seats **Bucket Seats**

Reclining/Lounge Seats

WHEELS Wheel Covers

PAINT

Clear Coat Paint OTHER

Traction Control Stability Control Power Trunk/Liftgate

RO Number: 6200012526

2018 KIA Forte LX Automatic 4D SED 4-2.0L Gasoline MPI BROWN

Line			Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	FRONT	BUMPI	ER & G	RILLE					
2	*		R&I	R&I bumper cover DROP				<u>0.6</u>	
3	FRONT	LAMPS	5						
4		S01	Repl	RT Headlamp assy w/o LED to 07/04/2017	92102B0700	1	750.00	0.3	
5		S01		Aim headlamps				0.5	
6	RADIA	TOR SU	IPPORT	ſ					
7		S01	R&I	Sight shield				0.2	
8	FENDE	R							
9		S01	Repl	LT Fender	66311A7000	1	233.34	1.5	1.8
10		S01		Add for Clear Coat					0.7
11		S01		Add for Edging					0.5
12	*	\$01	R&I	RT Fender liner-LOOSEN				0.2	
13			R&I	LT Fender liner				Incl.	
14		S01	R&I	LT Mud guard				0.4	
15	WHEEL	S							
16		S01	Repl	LT/Front Wheel cover	52960-A7000	1	75.75		
17	*	S01	Repl	RCY LT/Front Wheel, steel +25%	52910B0000	1	112.50 m	0.3	
18	FRONT	DOOR							
19			Blnd	LT Outer panel					1.0
20			R&I	LT Belt molding black				0.2	
21			R&I	LT Mirror assy w/o power folding, w/o signal lamp				0.3	
22			R&I	LT Door glass Kia w/anti-theft				0.5	
23			R&I	LT Handle, outside w/o chrome from 11/27/13				0.5	
24			R&I	LT R&I trim panel				0.5	
25	#		Subl	Hazardous Waste		1	3.50 T		
26	#	S01	Subl	Mount and balance		1	Incl. T		
27	#	S01	Subl	4 Wheel Alignment -Sublet		1	83.11 T		
28	VEHIC	LE DIA	GNOST	ics					
29	*		Rpr	Pre-repair scan			m	<u>0.5</u> M	
30	*		Rpr	Post-repair scan			m	<u>0.5</u> M	
31	#			COVID CLEAN UP		1	25.00	1.0	
32	#	S01		Cover Car		1	5.00 T		
33	#	S01	Refn	Corrosion Protection					0.3
34	#	S01	Repl	Retainer		7	20.72		
35	#	S01	Repl	Gravel Guard		1			0.3
36	#	S01		FINAL BILL		1			
37	#	S01		AUTHORIZATION TO PAY SECURED		1			
					SUBTOTALS		1,308.92	8.0	4.6

RO Number: 6200012526

2018 KIA Forte LX Automatic 4D SED 4-2.0L Gasoline MPI BROWN

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				1,217.31
Body Labor	7.0 hrs	@	\$ 52.00 /hr	364.00
Paint Labor	4.6 hrs	@	\$ 52.00 /hr	239.20
Mechanical Labor	1.0 hrs	@	\$ 65.00 /hr	65.00
Paint Supplies	4.6 hrs	@	\$ 32.00 /hr	147.20
Miscellaneous				91.61
Pre-Tax Discount			-2.0 %	-42.49
Subtotal				2,081.83
Sales Tax	\$ 2,081.83	@	5.5000 %	114.50
Grand Total				2,196.33
Deductible				500.00
CUSTOMER PAY				500.00
INSURANCE PAY				1,696.33

For more information regarding State Farm's promise of satisfaction relating to new non-original equipment manufacturer (non-OEM) and recycled parts, please visit: http://st8.fm/7X4 or QR code.



Register online to check the status of your claim and stay connected with State Farm®. To register, go to http://www.statefarm.com/ and select Check the Status of a Claim. If you are already registered, thank you!

RO Number: 6200012526

2018 KIA Forte LX Automatic 4D SED 4-2.0L Gasoline MPI BROWN

SUPPLEMENT SUMMARY

Line			Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Chang	ed Item	is	384						
9			R&I	LT Fender liner				-0.3	
13		S01	R&I	LT Fender liner				Incl.	
20	#		Subl	Mount and balance		1	-10.00 T		
26	#	S01	Subl	Mount and balance		1	Incl. T		
21	#		Subl	4 Wheel Alignment -Sublet		1	-70.00 T		
27	#	S01	Subl	4 Wheel Alignment -Sublet		1	83.11 T		
Delete	d Items								
3	FRON	T LAMPS							
4	*		Repl	LKQ LT Headlamp assy w/o LED to 07/04/2017 +30%	92101B0700	1	-705.90	<u>-0.3</u>	
6	*		Repl	LKQ LT fender assy +30%	66311A7000	1	-197.60	-1.3	-1.8
7				Add for Clear Coat					-0.7
8				Refn edges					-0.5
9	~			Clean or recondition parts or assemblies				<u>-1.0</u>	
Added	Items								
3	FRON	T LAMPS							
4		S01	Repl	RT Headlamp assy w/o LED to 07/04/2017	92102B0700	1	750.00	0.3	
5		S01		Aim headlamps				0.5	
6	RADIA	ATOR SU	PPORT						
7		S01	R&I	Sight shield				0.2	
9		S01	Repl	LT Fender	66311A7000	1	233.34	1.5	1.8
10		S01		Add for Clear Coat					0.7
11		S01		Add for Edging					0.5
12	*	S01	R&I	RT Fender liner-LOOSEN				0.2	
14		S01	R&I	LT Mud guard				0.4	
17	*	S01	Repl	RCY LT/Front Wheel, steel +25%	52910B0000	1	112.50 m	0.3	
32	#	S01		Cover Car		1	5.00 T		
33	#	S01	Refn	Corrosion Protection					0.3
34	#	S01	Repl	Retainer		7	20.72		
35	#	S01	Repl	Gravel Guard		1			0.3
36	#	S01		FINAL BILL		1			
37	#	S01		AUTHORIZATION TO PAY SECURED		1			
					SUBTOTALS		221.17	0.5	0.6

RO Number: 6200012526

2018 KIA Forte LX Automatic 4D SED 4-2.0L Gasoline MPI BROWN

TOTALS SUMMARY

Category	Basis		Rate	Cost \$	
Parts				213.06	
Body Labor	0.5 hrs	@	\$ 52.00 /hr	26.00	
Paint Labor	0.6 hrs	@	\$ 52.00 /hr	31.20	
Paint Supplies	0.6 hrs	@	\$ 32.00 /hr	19.20	
Miscellaneous				8.11	
Pre-Tax Discount			-2.0 %	-5.95	
Subtotal				291.62	
Sales Tax	\$ 291.62	@	5.5000 %	16.04	
Total Supplement Amount				307.66	
NET COST OF SUPPLEMENT				307.66	

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate		1,888.67	Robert Thomas
Supplement S01		307.66	Robert Thomas
	-		
Job Total:	\$	2,196.33	
CUSTOMER PAY:	\$	500.00	
INSURANCE PAY:	\$	1,696.33	

THIS FACILITY'S ESTIMATES ARE BASED UPON A COMBINATION OF INDUSTRY STANDARD FLAT RATE (TIME) MANUALS, ACTUAL TIME, OR CONDITION OF THE MOTOR VEHICLE TO DETERMINE COSTS. WE OFFER NEITHER A WARRANTY NOR GUARANTEE ON OR FOR RUST REPAIRS. ALL PART PRICES ARE SUBJECT TO CHANGE. THERE IS A POSSIBILITY THAT ADDITIONAL DAMAGES MAY BE DISCOVERED AFTER REPAIRS BEGIN. IF THE COST OF THESE ADDITIONAL DAMAGES EXCEEDS TEN PERCENT OF THE ORIGINAL ESTIMATE DOLLAR AMOUNT, YOU WILL BE CONTACTED AND ADVISED OF THE INCREASED COSTS.

WITHIN THIS ESTIMATE, A/M IS AN ABBREVIATION FOR AFTERMARKET. THIS FACILITY'S ESTIMATES ARE BASED UPON A COMBINATION OF INDUSTRY STANDARD FLAT RATE (TIME) MANUALS, ACTUAL TIME, OR CONDITION OF THE MOTOR VEHICLE TO DETERMINE COSTS. WE OFFER NEITHER A WARRANTY NOR GUARANTEE ON OR FOR RUST REPAIRS. ALL PART PRICES ARE SUBJECT TO CHANGE. THERE IS A POSSIBILITY THAT ADDITIONAL DAMAGES MAY BE DISCOVERED AFTER REPAIRS BEGIN. IF THE COST OF THESE ADDITIONAL DAMAGES EXCEEDS TEN PERCENT OF THE ORIGINAL ESTIMATE DOLLAR AMOUNT, YOU WILL BE CONTACTED AND ADVISED OF THE INCREASED COSTS.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

WITHIN THIS ESTIMATE, A/M IS AN ABBREVIATION FOR AFTERMARKET.

RO Number: 6200012526

2018 KIA Forte LX Automatic 4D SED 4-2.0L Gasoline MPI BROWN

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARY2471, CCC Data Date 03/17/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

RO Number: 6200012526

2018 KIA Forte LX Automatic 4D SED 4-2.0L Gasoline MPI BROWN

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
4	Rosen Kia Milwaukee	#92102B0700	\$ 750.00
	5505 S 27th St	RT Headlamp assy w/o LED to 07/04/2017	
	Milwaukee WI 53221	Quote: 839652034	
		Expires: 04/24/21	
9	Rosen Kia Milwaukee	#66311A7000	\$ 233.34
	5505 S 27th St	LT Fender	
	Milwaukee WI 53221	Quote: 839654141	
		Expires: 04/24/21	
16	Rosen Kia Milwaukee	#52960-A7000	\$ 75.75
	5505 S 27th St	LT/Front Wheel cover	
	Milwaukee WI 53221	Quote: 835187025	
		Expires: 04/18/21	
17	Morrison's Auto, Inc	#20G0593	\$ 90.00
	6307 State Road 59 West.	RCY LT/Front Wheel, steel +25%	
	Edgerton WI 53534	8/16,15X6",STEEL,A GRADE,SPUN	
	(800) 866-2277	Quote: CCC-60222256	
		Expires: 04/02/21	



For Customer Support refer to the appropriate platform below:

OrderPoint

800-934-9698

Orderpoint.support@lexisnexis.com

Accurint for Insurance

866-277-8407

Accurint.support@lexisnexis.com

Lexis.com

Law Firm accounts 800-543-6862

PAGE COUNT: 7			800-543-6862
CLIENT: 6625 DIVISION: ADJUSTER: ET8N CLAIM: 4917P	947H		
TRANSACTION # : DATE :	1309283512 04/21/2021		
DATE OF LOSS: STREET: CITY: COUNTY: STATE:	03/19/2021 30TH AVE AI KENOSHA KENOSHA WI	TIME OF LOSS : 0:0 ND 18TH ST	:0
INVESTIGATING AGE REPORT NUMBER: REPORT TYPE: PARTY 1: PARTY 2: PARTY 3:	000 Aut	IQ DMV 0178-7033 o Accident ANIEL C SKORUPA	
CAR : FORTE	MAKE : KIA TAG :	YEAR : 2018	
DRIVER LICENSE : ADDITIONAL INFO :			Tr.
NOTE :			

WISCONSIN MOTOR VEHICLE CRASH REPORT

										•	
D	ocument Number Overric	le	Primary Crash	Document #		y Crash Number 78-7033	Investigating TROOPER	•			-
C 0:	rash Date 3/19/2021		Crash Time 07:45 AM		Date A 03/19		Time Arrived	d			
0.0	ate Notified 3/19/2021		Time Notified 07:54 AM		Total U	Inits	Total Injured		Total Kille	ed	
	On Emergency	HI	and Run	Lane Clos	sure	☐ Work Zone	Trailer	or To	owed		Reporting Threshold
	Government Property		Active So	hool Zone	Schoo NO	Bus Related	Tags				
	Reportable		Crash Type DT4000 (STA	NDARD CRAS	H)		Amend	led			Secondary Crash
D	escription =									110	
D	iagram Not to Scale		Wood Rd S/B		d light for eb traffic.	Unit 2 was cars. (goir	s behind 2 ng straight)		onstruction	n By	
	Scene 1 O = Other Car (not involved)		st W/B ≥					TPR	ŘĽĒÉ		
		18th S	et E/B	•000	tur	ese 3 cars are in the le in lane to turn sb onto	ft		tional Info OTOS, O		OCUMENTS
		:19=	0.00		approa	is still coming aching the action at a distance.					
	Not to Scale ***Scene 2***			lig e	ght. the 2 ntered/cro	e the green cars infront ossed. unit 2 o intersection.					
	O = Other Car (not involved)					Impact.					
	Unit 1 entered into th intersection on a red slow speed.				un ble	iese 3 cars stop. iit 2 vision was ocked did not see iit 1 crossing.					
_											
- 15	🗾 I, a sworn law enfo										14000
S T H	CCIDENT OCCURRED A PERATING FULLY. UNIT INFEN. TO A BURGLARY (HERE WAS TWO CARS INFENSECTION. UNIT 1 HASED AND HONKED HIS V. RONT LEFT TIRE/FENDE NIT 2 DID NOT HEAR A SENTER SECTION.	1 IS LAW CALL, AP N FRONT THE TW AVE THE /EHICLE R AREA.	FENFORCEMENT PROACHING THI OF UNIT 2. THE O CARS IN FROM RED LIGHT. UNI HORN WHICH AT UNIT 2 DID NO	T RESPONDING T E CONTROL INTE RE WAS A FEW C NT OF UNIT 2 ENT IT 1 SLOWED AND IT THIS TIME ACTI IT SEE UNIT 1 BEG	O A CALL. RSECTION CARS TO U TERED INT DENTERE VATED THE CAUSE THE	. UNIT 1 TRAVELING N N. UNIT 2 TRAVELING WI INIT 2 LEFT SIDE (IN TH TO THE INTERSECTION. I D THE INTERSECTION. I IE SIREN ONLY WHEN P IE CARS TO HIS LEFT W	B ON WOOD ROA B ON 18TH ST ST E LEFT TURN LAN UNIT 2 DID THE S UNIT 1 EMERGEN RESS. UNIT 1 FR HO WAS TURNING	D WIT OP AT NE TO SAME. I CY LIG ONT EI	H EMERG THE CON TURN SB UNIT 1 AP GHTS WAS ND PUSH	ENCY LIGH TROL INTE ON WOOD PROACHEL ON, NO SI BUMPER H	ITS ON, NO RSECTION, RD). UNIT 2 D THE CONTROL REN. UNIT 1 IIT UNIT 2

WISCONSIN MOTOR VEHICLE CRASH REPORT

L	ocation									
- 11	ON 18TH ST					Latitude			Longitud	
- 1	16 FT E					42.62456	2855		-87.845	826686
	OF 18TH ST/ CTHL NB					X Coordina	ate		Y Coord	inate
	IN THE TOWN OF SOMER: IN KENOSHA COUNTY	5				430639.5	9375		471947	1
ı	IN RENOSHA COUNTY					Structure T	уре			
1						NO STRU	JCTURE			
L										
	Crash Scene									
T	First Harmful Event						ful Event Lo	cation		
1	MOTOR VEH IN TRANSPO	RT				ON ROA	DWAY			
t	Manner of Collision					Light Cond	lition			
1	01 - ANGLE					DAYLIGH	-IT			
f	Road Surface Condition(s)					Roadway I	Factor(s)			
ı	DRY									
ŀ	Environment Factor(s)									
l	NONE					NONE				
F	Weather Condition(s)									
	CLEAR									
1	Animal Type						o Trafficway			
		*					WAY - ON			
	Crash Classification - Location						ssification - J	SDICTION		
-	PUBLIC PROPERTY Tribal Land					Access Co		SDICTION		Special Study
	Tribai Land					NO CON				Special Study
		Junction Location			Intersection					
	NO	INTERSECTION				AY INTER	RSECTION			
	Closure Type			Reaso	ns for Clos	ure				
	LANE CLOSURE						9)			
- 1	Date Initial Lane/Rd Closed	Time Initial Lane/Rd Closed		LAW	ENFORC	EMENI				
- 1	03/19/2021	07:45 AM								
	Date All Lanes Open	Time Ail Lanes Open			cene Clear	red		e Scene Clea	red	
	03/19/2021	08:48 AM		03/19	/2021		08:	48 AM		
ī	Jnit Summary 💳					-			_	
	Unit Status		Vehi	cle Ope	erating As C	lassification		Unit Type		
ı	ON EMERGENCY		DC	LASS				AUTOMOI	BILE	
ŀ	Vehicle Type		_					Operating A	s Endorse	ments
١	POLICE EMERGENCY									
ŀ	Total Occs	Train/Bus # Recorded	Tota	l # Cita	tions Issued		Total Traile	ers	Total Haz	Mat Types
	1		0				0		0	
1	Insurance?	Direction Of Travel		Pre	CrashTire	,	Speed Lim	it	Total Lan	és
- 1	YES	NORTHBOUND			Mark	-	45		4	
	Most Harmful Event: Collision V	Vith		cial Fur	ction			Emergency		
- 1	MOTOR VEH IN TRANSPO			LICE				EMERGEN	ICY OPE	RATOR, EMERGENC
- 1	Traffic Way		Traff	fic Cont	rol			Traffic Contr	oi inopera	tive/Missing
	DIVIDED HWY W/O TRAFF	IC BARRIER			SIGNAL			NO		
ш	Surface Type			d Curva				Road Grade		
1	CONCRETE			RAIGH				LEVEL		
-	Truck Bus or HazMat		1							
ш	NO									
DISTRICT	Vehicle			VALUE OF	dinesa.		8 No. 2	Charles India		
Section.	License Plate Number	A PARTIE AND THE SHOPE OF THE S	Pla	te Type			St	Country of Is	suance	
200	E6251		OF	F - MU	JNICIPAL	OFFICI	WI	UNITED ST	ATES	
1	Vehicle Identification Num	ber	Ma				Year	Model		
1				RD			2016	EXPLORE		

WISCONSIN MOTOR VEHICLE CRASH REPORT

1		Color		Body Style	Bus Use
		WHI - WHITE		UT - SPORT UTILITY VEHICLE	
	ш	Initial Contact Point		Vehicle Damage	
		12 - FRONT			
UNIT	¥	Extent Of Damage		00 - NO DAMAGE	
	VEHICL	NO DAMAGE			
		Towed Due To Damage		Vehicle Removed By	
		NOT TOWED		OPERATOR	
1		What Driver Was Doing		Vehicle Factors	
	By.	GOING STRAIGHT			
		Driver Prior Action Other		NOT APPLICABLE	
	學論	Driver Actions	T WAY		
	=	FAILED TO YIELD RIGHT-	JF.WA1		
UNIT	VEHICL				
5	岀				
1					
		Owner Name		Owner Address	
		KENOSHA COUNTY SHER	IFF DEPARTMENT	1000 55TH STREET	
01	0	(262) 605-5100		KENOSHA, WI 53140 , US	
				1	
1		Sequence Of Events			
	0.850	Event	Service and address of the service o		
	10	MOTOR VEH IN TRANSPO	RT		
1	02	Event			
	0				
	60	Event			
1					
	0.4	Event			
		Policy Holder			
UNIT		Insurance Company		Government	AND A LONG TO BE WATCHES AND DESIGNATION OF THE PROPERTY.
5		EMPLOYERS-MUTUAL-CA	SUALTY-CO	KENOSHA COUNTY SHERIFF DEP	ARTMENT
		Individual		That I have been been the wife in the	PACKAMICA CARE VINE OF THE WEST
		Driver		Citations Issued	Sex
		CHARLES JAMES EISENB	ERG	0	MALE
	WIDUAL			Date of Birth	Race
ь	3				WHITE
UNIT	Z	Address		Driver License Number	
-	ND	1000 55TH STREET		STATE: WISCONSIN COUNTRY: UN	IITED STATES
		KENOSHA, WI 53140 , US		SIAIE. WISCONSIN COUNTRY. ON	III LU SIAILS
	Sal	ety Equipment POLICE		Safety Equipment	
1 8				CUOUI DED CLAD DELT	
		Row 01 - FRONT ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT	
		Helmet Use	07 - LEFT	Helmet Compliance	
		Heillet Ose		Tremet compliance	
		Eye Protection		Tint Compliance	
				·	
01	100	Injury Set		Airbag	
0	0		ARENT INJURY	NON DEPLOYED	10.00
			Ejection Path	DUIGABLE	Trapped/Extricated
			NOT EJ ECTED/NOT API		NOT TRAPPED
		Medical Transport		EMS Agency Identifier	EMS Run #
1	North N	NOT TRANSPORTED			

WISCONSIN MOTOR VEHICLE CRASH REPORT

		Hospital			Date of Death			Time of Dea	th	
		Distr	acted By Source							
		Distracted By NOT	T APPLICABL	E (NOT DISTR	ACTED)					
		Distracted By Action NOT DISTRACTED								
		Striki	ing Unit #	Location						
		Non Motorist Prior Action								
		Piloi Action								
		Action								
⊨	INDIVIDUAL									
LIND	M									
	IND									
		Action Other								To/From School
	1870	Suen	ected Alcohol U	SA	Suspected Drug Use					
	ı	Drug & Alcohol NO	rected Alcohol D	oc	NO					
		Alcohol Test Given		Alcohol Test Ty	pe			Alcohol Test	Results	
		TEST NOT GIVEN Drug Test Given		Drug Test Type	ī	Drug T	est Results			
		TEST NOT GIVEN								
2	100	Drug Type								
		I listant Constitue								
		Individual Condition								
		APPEARED NORMAL								
		Summary -								11 1 1 1 1 1 1 1 1 1 1 1
		Status RANSIT			Vehicle Operating As Classif D CLASS	ication		Unit Type AUTOMOI	RII F	
~		cle Type			J CLASS			Operating A		nents
05		SENGER CAR			=		TabelTeelle		Total Unwi	Jab Types
	Tota	l Occs	Train/Bus # Red	coraea	Total # Citations Issued O		Total Traile	ers	Total Hazi	riat Types
		rance?	Direction Of Tra			_	Speed Lim	it	Total Lane	19
	YES				Pre CrashTire		•			.5
	Most		WESTBOUN		☐ Mark		45		4	
UNIT		i t Harmful Event: Collision Wi TOR VEH IN TRANSPOR	WESTBOUNI th			N	•	Emergency NOT APPI	4 Motor Vehi ICABLE	cie Use
IN O	MO [*]	t Harmful Event: Collision Wi TOR VEH IN TRANSPOR TO Way	WESTBOUNI th RT		Mark Special Function NO SPECIAL FUNCTION Traffic Control	N	•	Emergency NOT APPI Traffic Conti	4 Motor Vehi ICABLE	cie Use
IN O	MO [*] Traff	t Harmful Event: Collision Wil TOR VEH IN TRANSPOR	WESTBOUNI th RT		Mark Special Function NO SPECIAL FUNCTION	N	•	Emergency NOT APPI	4 Motor Vehic ICABLE ol Inoperat	cie Use
UNI	MOTraff DIVI Surfa COI	t Harmful Event: Collision Will TOR VEH IN TRANSPORT TO Way IDED HWY W/O TRAFFINATE TO	WESTBOUNI th RT		Mark Special Function NO SPECIAL FUNCTION Traffic Control TRAFFIC SIGNAL	N	•	Emergency NOT APPI Traffic Contr	4 Motor Vehic ICABLE ol Inoperat	cie Use
NO	MOTTraff DIVI Surfa COI Truc	t Harmful Event: Collision Will TOR VEH IN TRANSPORT TO Way IDED HWY W/O TRAFFICACE Type	WESTBOUNI th RT		Mark Special Function NO SPECIAL FUNCTION Traffic Control TRAFFIC SIGNAL Road Curvature	N	•	Emergency NOT APPI Traffic Contr NO Road Grade	4 Motor Vehic ICABLE ol Inoperat	cie Use
ONI	MO' Traff DIVI Surfa COI Truc	t Harmful Event: Collision Will TOR VEH IN TRANSPOR TO Way TO WAY TO WAY TO TRAFFI TO	WESTBOUNI th RT		Mark Special Function NO SPECIAL FUNCTION Traffic Control TRAFFIC SIGNAL Road Curvature	N	•	Emergency NOT APPI Traffic Contr NO Road Grade	4 Motor Vehic ICABLE ol Inoperat	cie Use
NO	MO' Traff DIVI Surfa COI Truc	t Harmful Event: Collision Will TOR VEH IN TRANSPORT TO WAY TO TRAFFINATE TO TRAFFINAT	WESTBOUNI th RT		Mark Special Function NO SPECIAL FUNCTION Traffic Control TRAFFIC SIGNAL Road Curvature STRAIGHT		45	Emergency NOT APPI Traffic Contr NO Road Grade LEVEL	4 Motor Vehical CABLE of Inoperation	cie Use
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02 UNI	MO' Traff DIVI Surfa COI Truc	t Harmful Event: Collision Will TOR VEH IN TRANSPORT TO WAY TO TRAFFINATE TO TRAFFINAT	WESTBOUNI th RT C BARRIER		Mark Special Function NO SPECIAL FUNCTION Traffic Control TRAFFIC SIGNAL Road Curvature STRAIGHT		45 St WI Year	Emergency NOT APPI Traffic Contr NO Road Grade LEVEL	4 Motor Vehical CABLE of Inoperation	cie Use

WISCONSIN MOTOR VEHICLE CRASH REPORT

1	LLI-	Initial Contact Point		/ehicle Damage	
\vdash	VEHICLE	10 - LEFT SIDE FRONT			
LIND	¥	Extent Of Damage		LO - LEFT SIDE FRONT	
7	W	MINOR DAMAGE	1		
	>			/ehicle Removed By	
		Towed Due To Damage		OPERATOR	
		NOT TOWED			
		What Driver Was Doing	1	Vehicle Factors	
		GOING STRAIGHT		NOT ADDITION I	
	南级	Driver Prior Action Other		NOT APPLICABLE	
		Driver Actions			
	ш	NO CONTRIBUTING ACTIO	N		
	ਹ				
UNIT	VEHICLE				
	W.				
	(AU)	Owner Name		Owner Address	
		DANIEL C SKORUPA		1872 22ND AVE # 710	
02	02	(262) 705-3795		KENOSHA, WI 53140 , US	
		Sequence Of Events			
	200	Event		the and the white of our of our day of the first of the confi	A STATE OF THE PARTY OF THE STATE OF THE STA
	8	MOTOR VEH IN TRANSPOR	RT		
		Event			
	02	FACIL			
		Promis			
	03	Event			
		5			
	04	Event			
		-01011000000000000000000000000000000000	MENNIOS (INDERCINACIONAL DE LA CONTRACTOR DE LA CONTRACTO	Macanaga Managalan Managa Makaran Makaran Managa Ma	
⊨		Policy Holder			
TIN		Insurance Company		Individual	
UNIT		insurance Company STATE-FARM-GENERAL-IN	IS-CO	Individual DANIEL SKORUPA	
UNIT		Insurance Company	IS-CO		
UNIT		Insurance Company STATE-FARM-GENERAL-IN Individual Driver	IS-CO		Sex
TINO		Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA	IS-CO	DANIEL SKORUPA	Sex MALE
TINO		Insurance Company STATE-FARM-GENERAL-IN Individual Driver	IS-CO	DANIEL SKORUPA Citations Issued	MALE Race
		Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA	Is-co	DANIEL SKORUPA Citations Issued 0	MALE
		Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address	IS-CO	DANIEL SKORUPA Citations Issued 0	MALE Race
TINU TINO		Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710	IS-CO	DANIEL SKORUPA Citations Issued Date of Birth Driver License Number	MALE Race WHITE
		Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address	IS-CO	DANIEL SKORUPA Citations Issued Date of Birth	MALE Race WHITE
		Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710	IS-CO	DANIEL SKORUPA Citations Issued Date of Birth Driver License Number	MALE Race WHITE
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	INDIVIDUAL	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US		DANIEL SKORUPA Citations Issued Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI	MALE Race WHITE
	INDIVIDUAL	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US	irash	DANIEL SKORUPA Citations Issued Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment	MALE Race WHITE
	INDIVIDUAL	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US Cety Equipment Row	rash Seat Position	DANIEL SKORUPA Citations Issued Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment	MALE Race WHITE
	INDIVIDUAL	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US Row 01 - FRONT ROW	rash Seat Position	DANIEL SKORUPA Citations Issued Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment SHOULDER & LAP BELT	MALE Race WHITE
	INDIVIDUAL	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US Row 01 - FRONT ROW	rash Seat Position	DANIEL SKORUPA Citations Issued Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment SHOULDER & LAP BELT	MALE Race WHITE
	INDIVIDUAL	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US Cety Equipment Row 01 - FRONT ROW Helmet Use	rash Seat Position	Citations Issued Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment SHOULDER & LAP BELT Helmet Compliance	MALE Race WHITE
TNO	NDIVIDIVAL S	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US ety Equipment Row 01 - FRONT ROW Helmet Use Eye Protection	Seat Position 07 - LEFT	Citations Issued Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment SHOULDER & LAP BELT Helmet Compliance	MALE Race WHITE
TNO	INDIVIDUAL	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US Fety Equipment Row 01 - FRONT ROW Helmet Use Eye Protection	Seat Position 07 - LEFT	Citations Issued Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment SHOULDER & LAP BELT Helmet Compliance Tint Compliance	MALE Race WHITE
TNO	NDIVIDIVAL S	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US Fety Equipment Row 01 - FRONT ROW Helmet Use Eye Protection Injury Sev NO APP	Seat Position 07 - LEFT enty ARENT INJ URY Ejection Path	Citations Issued 0 Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment SHOULDER & LAP BELT Helmet Compliance Tint Compliance Airbag NON DEPLOYED	MALE Race WHITE TED STATES Trapped/Extricated
TNO	NDIVIDIVAL S	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US Fety Equipment Row 01 - FRONT ROW Helmet Use Eye Protection Injury Sev NO APP	Seat Position 07 - LEFT enty ARENT INJ URY	Citations Issued 0 Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment SHOULDER & LAP BELT Helmet Compliance Tint Compliance Airbag NON DEPLOYED	MALE Race WHITE TED STATES
TNO	NDIVIDIVAL S	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US On Duty Companies Row 01 - FRONT ROW Helmet Use Eye Protection Injury Ejected Injury Ferror Row Inj	Seat Position 07 - LEFT enty ARENT INJ URY Ejection Path	Citations Issued 0 Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment SHOULDER & LAP BELT Helmet Compliance Tint Compliance Airbag NON DEPLOYED	MALE Race WHITE TED STATES Trapped/Extricated
TNO	NDIVIDIVAL S	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US Fety Equipment Row 01 - FRONT ROW Helmet Use Eye Protection Injury Ejected NOT EJ ECTED In Company Injury Sevente Injury In	Seat Position 07 - LEFT enty ARENT INJ URY Ejection Path	Citations Issued Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment SHOULDER & LAP BELT Helmet Compliance Tint Compliance Airbag NON DEPLOYED	MALE Race WHITE TED STATES Trapped/Extricated NOT TRAPPED
TNO	NDIVIDIVAL S	Insurance Company STATE-FARM-GENERAL-IN Individual Driver DANIEL C SKORUPA (262) 705-3795 Address 1872 22ND AVE # 710 KENOSHA, WI 53140 , US On Duty C ety Equipment Row 01 - FRONT ROW Helmet Use Eye Protection Injury Sev. NO APP. Ejected NOT EJ ECTED Medical Transport	Seat Position 07 - LEFT enty ARENT INJ URY Ejection Path	Citations Issued Date of Birth Driver License Number STATE: WISCONSIN COUNTRY: UNI Safety Equipment SHOULDER & LAP BELT Helmet Compliance Tint Compliance Airbag NON DEPLOYED	MALE Race WHITE TED STATES Trapped/Extricated NOT TRAPPED

WISCONSIN MOTOR VEHICLE CRASH REPORT

		Distracted By NOT APPLICABLE (NOT DISTRACTED)						
		NOT DISTRACTED						
		Non Motorist	Striking Unit #	Location				
		Prior Action						
		Action						
	AL							
UNIT	IDO.							
5	INDIVIDUAL							
	=							
		Action Other						To/From School
		Suspected Alcohol Use Suspected Drug Use						
		Orug & Alcohol	NO	NO				
		Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type				Alcohol Test Results	
		Drug Test Given TEST NOT GIVEN		Drug Test Type	Drug Test Results			
02	005	Drug Type						
	Individual Condition							
APPEARED NORMAL								

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FILED 03-31-2021

Clerk of Circuit Court

Kenosha County

2021CV000288

STATE OF WISCONSIN:

CIRCUIT COURT: CIVIL DIVISION

SC-01-21

KENOSHA CONINGTAble David Wilk
Branch 5

ZACHARY PULERA,

Plaintiff,

v.

VICTORIA SARZANT; DENNIS ZAWILLA; SHANE GERBER; CHERYL SLATER; DENNIS REMUS; ROBERT PALLAMOLLA; BRUCE CLEMENS; DUANE CORSO; DARRON NEWTON; CHARLES SMITH; MARK SCHLECHT; DAVID G. BETH; KAREN BUTLER;

And,

KENOSHA COUNTY, a municipal corporation,

1010 56th Street

Kenosha, WI 53140

And,

VISITING NURSE COMMUNITY CARE, INC.,

600 52nd Street, Suite 300

Kenosha, WI 53140

And,

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY,

c/o Marc Schambow

6200 South Gilmore Road,

Fairfield, OH 45014;

And.

WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY

c/o Dean Boes

4785 Hayes Road

Madison, WI 53704;

And,

ABC INSURANCE COMPANY;

Case No:



Defendants.

SUMMONS

THE STATE OF WISCONSIN,

To each person named above as a Defendant:

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

Within (45) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 912 56th St, Kenosha, WI 53140, and to Judge Lang & Katers, LLC Attorney David J. Lang, Plaintiff's attorney, whose address is 8112 W. Bluemound Rd. Wauwatosa, WI 53213. You may have an attorney help or represent you.

If you do not provide a proper answer within (45) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: March 31, 2021

s/ David J. Lang David J. Lang

JUDGE LANG & KATERS, LLC 8112 West Bluemound Road, Suite 101 Wauwatosa, WI 53213 Phone: (414) 777-0778

Fax: (414) 777-0776

Case 2021CV000288

Document 19

Filed 03-31-2021

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FILED 03-31-2021

Clerk of Circuit Court Kenosha County

2021CV000288

STATE OF WISCONSIN

CIRCUIT COURT CIVIL DIVISION

KENOSHA COHMTable David Wilk

Branch 5

ZACHARY PULERA,

Plaintiff,

v.

VICTORIA SARZANT; DENNIS ZAWILLA; SHANE GERBER; CHERYL SLATER; DENNIS REMUS; ROBERT PALLAMOLLA; BRUCE CLEMENS; DUANE CORSO; DARRON NEWTON; CHARLES SMITH; MARK SCHLECHT; DAVID G. BETH; KAREN BUTLER;

Case No:

And,

KENOSHA COUNTY, a municipal corporation,

1010 56th Street

Kenosha, WI 53140

And,

VISITING NURSE COMMUNITY CARE, INC.,

600 52nd Street, Suite 300

Kenosha, WI 53140

And,

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY,

c/o Marc Schambow

6200 South Gilmore Road,

Fairfield, OH 45014;

And,

WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY

c/o Dean Boes

4785 Hayes Road

Madison, WI 53704;

And,

ABC INSURANCE COMPANY;

Defendants.

COMPLAINT

NOW COMES the above named Plaintiff, by his attorneys, JUDGE, LANG & KATERS,

LLC, and as for his claims for relief against the above named Defendants, alleges and shows the

Court as follows:

PRELIMINARY STATEMENT

Document 19

1. This is an action which involves Kenosha County, the Kenosha County Sheriff's Department (hereinafter, "Sheriff's Department"), the Kenosha County Pre-Trial Facility (hereinafter, "Jail"), along with Sheriff David G. Beth and the individually named Defendants' negligent conduct which was the substantial cause of Zachary Pulera's ("Pulera") injuries.

JURISDICTION AND VENUE

2. Jurisdiction and Venue are proper in this Court pursuant to Wis. Stat. § 801.04, Wis. Stat. § 801.50, and Wis. Stat. §893.13.

PARTIES

- 3. The Plaintiff, Zachary Pulera, is an adult citizen of the United States and a resident of the State of Wisconsin. At all material hereto, Plaintiff Zachary Pulera was an inmate residing at the Kenosha County Pre-Trial Facility in the County of Kenosha, City of Kenosha, and entitled to all rights, privileges and immunities accorded all residents of the State of Wisconsin and as a citizen of the United States.
- Defendant Victoria Sarzant, Correctional Officer #1354 (hereinafter, "Sarzant") is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed as a Correctional Officer at the Kenosha County Jail by the Defendant Kenosha County and was responsible for the safe, secure, and humane treatment of all Kenosha County Jail inmates, including Pulera, on April 21, 2012. At all times material hereto, Defendant Sarzant was acting under the color of law, within the scope of her employment and authority, and pursuant to Kenosha County's policies, customs and practices which were the moving force behind the constitutional violations asserted herein.
- 5. Defendant Dennis Zawilla, Direct Supervision Officer #1570 (hereinafter, "Zawilla") is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed as a Direct Supervision Officer at the Kenosha County Jail by

the Defendant Kenosha County and was responsible for the safe, secure, and humane treatment of all Kenosha County Jail inmates, including Pulera, on April 21, 2012. At all times material hereto, Defendant Zawilla was acting under the color of law, within the scope of his employment and authority, and pursuant to Kenosha County's policies, customs and practices which were the moving force behind the constitutional violations asserted herein.

- 6. Defendant Shane Gerber, Admission/Release Specialist #361 (hereinafter, "Gerber"), is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed as an Admission/Release Specialist at the Kenosha County Jail by Defendant Kenosha County and was responsible for the safe, secure, and humane treatment of all Kenosha County Jail inmates, including Pulera, on April 21, 2012. At all times material hereto, Defendant Gerber was acting under the color of law, within the scope of his employment and authority, and pursuant to Kenosha County's policies, customs and practices which were the moving force behind the constitutional violations asserted herein.
- 7. Defendant Sheryl Slater, Admission/Release Specialist #372 (hereinafter, "Slater"), is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed as an Admission/Release Specialist at the Kenosha County Jail by the Defendant Kenosha County and was responsible for the safe, secure, and humane treatment of all Kenosha County Jail inmates, including Pulera, on April 21, 2012. At all times material hereto, Defendant Slater was acting under the color of law, within the scope of her employment and authority, and pursuant to Kenosha County's policies, customs and practices which were the moving force behind the constitutional violations asserted herein.
- 8. Defendant Dennis Remus, Correctional Officer #1330 (hereinafter, "Remus"), is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed as a Corrections Officer at the Kenosha County Jail by the Defendant

Kenosha County and was responsible for the safe, secure, and humane treatment of all Kenosha County Jail inmates, including Pulera, on April 21, 2012. At all times material hereto, Defendant Remus was acting under the color of law, within the scope of his employment and authority, and pursuant to Kenosha County's policies, customs and practices which were the moving force behind the constitutional violations asserted herein.

- Defendant Robert Pallamolla, Correctional Officer #1204 (hereinafter, "Pallamolla") is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed as a Correctional Officer at the Kenosha County Jail by the Defendant Kenosha County and was responsible for the safe, secure, and humane treatment of all Kenosha County Jail inmates, including Pulera, on April 21, 2012. At all times material hereto, Defendant Pallamolla was acting under the color of law, within the scope of his employment and authority, and pursuant to Kenosha County's policies, customs and practices which were the moving force behind the constitutional violations asserted herein.
- 10. Defendant Bruce Clemens, Correctional Officer #1213 (hereinafter, "Clemens") is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed as a Correctional Officer at the Kenosha County Jail by the Defendant Kenosha County and was responsible for the safe, secure, and humane treatment of all Kenosha County Jail inmates, including Pulera, on April 21, 2012. At all times material hereto, Defendant Clemens was acting under the color of law, within the scope of his employment and authority, and pursuant to Kenosha County's policies, customs and practices which were the moving force behind the constitutional violations asserted herein.
- 11. Defendant Duane Corso, Correctional Officer #1227 (hereinafter, "Corso") is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed as a Correctional Officer at the Kenosha County Jail by the Defendant

Kenosha County and was responsible for the safe, secure, and humane treatment of all Kenosha County Jail inmates, including Pulera, on April 21, 2012. At all times material hereto, Defendant Corso was acting under the color of law, within the scope of his employment and authority, and pursuant to Kenosha County's policies, customs and practices which were the moving force behind the constitutional violations asserted herein.

- Defendant Darron Newton, Corporal #1443, (hereinafter, "Newton") is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed as a Corporal at the Kenosha County Jail by the Defendant Kenosha County and was responsible for the safe, secure, and humane treatment of all Kenosha County Jail inmates, including Pulera, on April 21, 2012. At all times material hereto, Defendant Newton was acting under the color of law, within the scope of his employment and authority, and pursuant to Kenosha County's policies, customs and practices which were the moving force behind the constitutional violations asserted herein.
- 13. Defendant Charles Smith, Chief Deputy #079, (hereinafter, "Smith") is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed as the Chief Deputy at the Kenosha County Sheriff's Department by the Defendant Kenosha County and was responsible for the safe, secure, and humane treatment of all Kenosha County Jail inmates, including Pulera, on April 21, 2012. Defendant Smith also oversaw, supervised and had direct control over the management and operations of the Sheriff's Department, including the Department's policies, customs and practices.
- 14. Defendant Mark Schlecht, Lieutenant #108, (hereinafter, "Schlecht") is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed as and Lieutenant and Pre-Trial Facility Administrator at the Kenosha County Sheriff's Department by the Defendant Kenosha County and was responsible for the safe, secure,

and humane treatment of all Kenosha County Jail inmates, including Pulera, on April 21, 2012. Defendant Schlecht also oversaw, supervised and had direct control over the management and operations of the Sheriff's Department, including the Department's policies, customs and practices.

- Defendant David G. Beth, Kenosha County Sheriff, (hereinafter, "Beth"), is an adult citizen of the United States and a resident of the State of Wisconsin, and at all times material hereto, was employed by Defendant Kenosha County as the Sheriff of the Kenosha County Sheriff's Department, and as such, was responsible for the safe, secure, and humane treatment of all inmates in Kenosha County's custody, including Pulera, on April 21, 2012. Defendant Beth also oversaw, supervised and had direct control over the management and operations of the entire Sheriff's Department, including the Department's policies, customs and practices.
- 16. Defendant Kenosha County, with offices at 1010 56th Street, Kenosha, WI 53140, and offices of its Corporation Counsel, Bernard Vash, at 912 56th Street, Room LL13, Kenosha, WI 53140, at all times material hereto, was a Municipal Corporation organized under the laws of the State of Wisconsin and was at all times responsible for training and supervising employees of the Kenosha County Sheriff's Department, and for the creation and implications of policies and procedures of the Sheriff's Department which was an agent of Kenosha County.
- 17. Defendant Visiting Nurse Community Care, Inc., (hereinafter, "VNCC"), with its Principal Office and Registered Agent's Office located at 600 52nd Street, Suite 300, Kenosha, WI 53140, is a health care provider, incorporated and operated in the State of Wisconsin for purposes of providing medical care to patients, and is responsible for the acts of its employees and agents involved in health care services provided to patients therein. At all times material hereto, Defendant VNCC provided health care services to Kenosha County Jail Inmates under color of law, including Pulera.

- 18. Defendant Dr. Karen L. Butler, (hereinafter, "Dr. Butler"), is an adult citizen of the United States who resides at 3589 Zirbel Road, Sturgeon Bay, WI 54235. At all times material hereto, Defendant Butler was a licensed medical doctor employed by Defendant Advanced Correctional Healthcare, Inc., as a physician. At all times material hereto, Defendant Butler provided health care and treatment to Kenosha County Jail Inmates under color of law, including Pulera.
- 19. Defendant The Cincinnati Specialty Underwriters Insurance Company ("Cincinnati Specialty Underwriters") is an insurance company whose registered agent for service of process is Marc Schambow, 6200 South Gilmore Road, Fairfield, OH 45014, and is primarily engaged in the business of insurance. At all times relevant hereto, Cincinnati Specialty Underwriters provided insurance to VNCC, and VNCC employees, agents, officers, and representatives, insuring against liability imposed by law arising out of negligent conduct and/or constitutional violations and further insuring the defendants against any damages they might be liable to others by virtue of the negligent conduct and/or constitutional violations; that said policy or policies of insurance were in full force and effect at the time of the incident that is the subject of this lawsuit; that in said contract(s) of insurance, Cincinnati Specialty Underwriters reserved the right to settle or adjust any claims arising thereunder and to defend any lawsuits instituted by virtue of any such claims and has a direct interest in this litigation.
- 20. Defendant Wisconsin Municipal Mutual Insurance Company ("Wisconsin Municipal Insurance") is a domestic insurance company whose registered agent for service of process is Dean Boes, 4785 Hayes Road, Madison, WI 53704, and is primarily engaged in the business of insurance. At all times relevant hereto, Wisconsin Municipal Insurance provided insurance to Defendants Kenosha County and employees, agents, officers, and representatives, insuring against liability imposed by law arising out of negligent conduct and/or constitutional violations and further insuring the defendants against any damages they might be liable to others by virtue of the negligent

conduct and/or constitutional violations; that said policy or policies of insurance were in full force and effect at the time of the incident that is the subject of this lawsuit; that in said contract(s) of insurance, Wisconsin Municipal Insurance reserved the right to settle or adjust any claims arising thereunder and to defend any lawsuits instituted by virtue of any such claims and has a direct interest in this litigation.

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All of the Defendants are sued in their individual and official capacities. At all 21. relevant times, all Defendants were acting under the color of state law; pursuant to their authority as officials, agents, contractors or employees of Kenosha County; within the scope of their employment as representatives of public entities, as defined in Wis. Stat. §895.46.

FACTUAL ALLEGATIONS

Arrest and Booking of Pulera on April 21, 2012

- 22. Plaintiff re-alleges and incorporates herein by reference the allegations of the preceding paragraphs.
- 23. On April 21, 2012 at approximately 2:24 a.m., Pulera was arrested by the Kenosha Police Department and charged with one count of Felony Bail Jumping for violating the conditions of his bond by consuming alcohol.
- 24. At the time of his arrest on April 21, 2012, Pulera was on Federal Probation and was also on bond for a pending case in Kenosha County.
- 25. Following his arrest, Pulera was then transported to the Kenosha County Jail be held on the Felony Bail Jumping charge and for a U.S. Marshall probation hold.
- 26. On April 21, 2012 at approximately 5:20 a.m., while being booked into the Jail, Pulera began to clearly exhibit signs of severe depression, distress, and self-harm tendencies while in a holding cell at the Jail.

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- 27. These signs included Pulera was crying profusely and repeatedly screaming that his life was over and that he has nothing to live for.
- 28. Pulera's cries for help were documented by Defendant Sarzant who completed a Zone One Protective Holding Report in which he stated, "I/M is standing on bench and shouting & pounding on the door." This report was later submitted to Defendant Zawilla who signed the report as the supervisor.
- 29. Despite the obvious warning signs that Pulera may be a harm to himself, neither Defendant Sarzant, Defendant Zawilla or any other Jail employee placed Pulera on suicide watch, called for a medical/mental health professional, or took any action whatsoever to ensure that Pulera was not a danger to himself.
- 30. On April 21, 2012 at approximately 7:02 a.m., Pulera was interviewed by Defendant Gerber to complete the Medical/Mental Screening Medical Questionnaire.
- 31. While undergoing the Medical/Mental Screening Medical Questionnaire, Pulera informed Defendant Gerber that he was distraught and depressed because his mother had committed suicide approximately one month prior to his arrest.
- 32. Pulera also informed Defendant Gerber that he was prescribed clonazepam to treat his anxiety by his primary doctor, Dr. Mohis.
- 33. Upon hearing this information, Defendant Gerber did not: (a) place Pulera on suicide watch; (b) call for a medical/mental health professional; or, (c) take any action whatsoever to ensure that Pulera was not a danger to himself.
- 34. On April 21, 2012, Defendant Sarzant completed a Medical/Mental Screening Visual Observation Report pertaining to the intake of Pulera.

- 35. The Medical/Mental Screening Visual Observation Report required Defendant Sarzant to make determinations for several things, including mental health needs such as whether an inmate's behavior suggest need for immediate psychiatric treatment.
- 36. Despite the serious mental health warnings already displayed by Pulera and information gathered by Defendant Sarzant who is not a medical/mental health professional and lacked any training in medical/mental health, Sarzant hastily concluded that Pulera did not have a need for psychiatric/psychological treatment
- 37. On the Medical/Mental Screening Visual Observation Report, Defendant Sarzant noted that Pulera was proscribed clonazepam and tramadol.
- 38. It was and/or should have readily apparent to Defendants at this stage of Pulera's booking process that he was an inmate who required a high level of supervision, mental health treatment and medications to deal with his anxiety and depression.

Plaintiff Pulera's Previous Incarcerations At The Jail

- 39. Moreover, additional information was readily available to the Defendants, regarding Pulera, through records of his previous incarcerations at the Jail.
- 40. On or about March 6, 2011, Pulera was booked into the Jail for probation violations by the Kenosha Police Department.
- 41. While completing the Medical/Mental Medical Questionnaire on or about March 6, 2011, Pulera informed the Admission/Release Specialist of several alarming pieces of information, including:
 - a. That he was upset over his brother going to prison;
 - b. That he had been in a mental institution in the past;
 - c. That he had in fact contemplated suicide in the past;
 - d. That he was under the care of a psychiatrist for the treatment of depression and anxiety; and,
 - e. That he was prescribed several medications to deal with medical and mental health problems.

42. On or about October 4, 2011, Pulera was booked into the Jail for a battery charge by the Kenosha Police Department.

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- 43. On or about October 4, 2011, while being detained at the Jail, Pulera submitted an Inmate Medical Request Form, where he stated in the relevant section, "I really need my medicin [sic] my paxil and colozopam [sic] for anxiety and dippreson [sic] and panic attacks [sic]...."
- On or about October 6, 2011, Pulera submitted another Inmate Medical Request Form, where he stated in the relevant section, "Why did I not get the rest of my meds my paxil [sic]. I just lost my brother he just killed himself and I am really depressed & need help my mind [sic] is really mestup [sic] because of that and these charges."
- 45. On or about October 7, 2011, Pulera underwent a Mental Health Risk Assessment at the Jail.
- 46. During the October 7, 2011 Mental Health Risk Assessment, the crisis worker performing the assessment noted and/or observed several key warning signs that Pulera suffered from severe mental health issues and that he was a danger to himself. These notations/observations include:
 - a. That Pulera's brother had recently committed suicide approximately one month prior to the date of the assessment;
 - That Pulera had indicated that he currently had thoughts of not wanting to live;
 - That Pulera was currently on medication for mental health issues;
 - d. That Pulera was currently seeing a doctor for mental health issues;
 - e. That Pulera was depressed; and,
 - f. That Pulera's eyes were bloodshot from crying.
- 47. As a result of the October 7, 2011 Mental Health Risk Assessment, the crisis worker's primary recommendation was that Pulera be segregated and placed on Level 2 Special Watch Status.
- 48. On October 9, 2011, Pulera once again submitted another Inmate Medical Request Form pleading for assistance with his depression. In this Request, Pulera stated, "[P]lease can I get

my Paxil please am so depressed [sic] my brother just killed him self [sic] an there are other verey [sic] big reason."

49. A Placement Review of Detainee in Observation was performed on October 11, 2011 relating to Pulera's Level 2 Special Watch Status. Following the review, the mental health professional decided that Pulera continue Level 2 Special Watch Status to, "due presentation and to monitor for continued stability."

April 21, 2012 Classification of Pulera and Days Leading up to Suicide Attempt

- 50. Despite having actual notice of the extreme depression and anxiety Pulera was suffering on April 21, 2012, at no time was Pulera comprehensively screened or properly classified. Pulera was never placed on suicide watch while in the custody of the Defendants and never given the care, treatment and medications he required.
- 51. The classification also lacked any thorough mental health evaluation conducted by any true mental health professional.
- 52. Defendants never reviewed, considered, addressed, reconciled, synthesized or responded to the aforementioned history of Pulera's serious psychological and emotional pathology, despite their knowledge of the recognizable and significant likelihood that Pulera would attempt to commit suicide. Defendants also had easy access to Pulera's jail file, which contained information pertaining to his previous stays at the jail at the time of his booking and classification on April 21, 2012.
- 53. The failure to appropriately classify and care for Pulera, despite actual notice of his history at the time of his booking on April 21, 2012 at the Jail, was the result of the policies, customs and practices of the County Defendants. These policies, customs and practices affirmatively compelled Defendants' failure to address Pulera's reported history of mental problems and suicidal tendencies in any operational fashion.

- 54. The failure to appropriately classify and care for Pulera despite actual notice of his serious risk of suicide, furthermore, was the result of Defendants failure to staff, train, supervise and/or discipline County corrections officers, including Defendant Sarzant, Defendant Zawilla, Defendant Gerber, Defendant Slater, Defendant Newton, Defendant Clemens, Defendant Corso, Defendant Remus, and Defendant Pallamolla with regard to the reasonable, appropriate, and mandatory precautions that must be taken for inmates who display suicidal tendencies and/or circumstances.
- 55. As a result of these and other failures, lapses, and violations by Defendants, Pulera was neither properly classified as someone at risk of injury to himself and in need of mental health services nor placed on suicide watch nor was he provided his prescribed medications. Pulera was thus never given the care and treatment required of his condition.
- 56. Instead, Pulera was inappropriately and improperly assigned to Cell 4 in Zone 5 of H-Block, a general population unit. In H-Block, Pulera was provided access to a bed sheet and cell bars, which he could and did utilize to attempt suicide by hanging. This assignment was made with deliberate indifference because Pulera had yelled suicidal statements while in booking; had expressed thoughts of severe depression and the circumstances both on April 21, 2012 and in recent stays at the Jail; had informed Defendants in the past that he had been treated at a mental institution previously; had expressed feelings of hopelessness and not want to live; and, that Pulera was then currently prescribed medications for depression and anxiety.
- 57. For the next two days, Pulera kept to himself, was visibly depressed, and suffering withdrawal symptoms from the deliberate and/or negligent withholding of his medications. The bouts of extreme depression and weeping were visible to Defendant Newton, Defendant Clemens, Defendant Corso, Defendant Remus, Defendant Pallamolla, VNCC Nurses, Sylvia Summers-Sgroi,

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Erica Rea, Denise Gilanvi, Markella Reed, Lyndsay Hauchk, and Dawn Smith, and therefore constructively known to Defendants.

- 58. Pulera's withdrawal symptoms specifically included sleep disturbance, irritability, increased anxiety, confusion, cognitive difficulty, and thoughts of suicide. The Defendants knew or should have known that these types of withdrawal symptoms are commonly associated with inmates going through withdrawals.
- 59. The withdrawal symptoms Pulera was suffering from were or should have been readily apparent to Defendants
- 60. Prior to the Pulera's suicide attempt, Pulera pleaded for help by submitting three separate Inmate Medical Request Forms, begging for medical and mental health help.
- 61. On April 21, 2012, Pulera submitted his first Inmate Medical Request to Defendant Pallamolla, in which he stated, "I need my colozopam [sic] my family is dropping them off for my pain [illegible word] and depreson [sic]."
- 62. Instead of responding in a reasonable and acceptable manner, Defendant Nurse1. deliberately failed to take any action and simply stated, "While you are under the care of the jail MD and will be notified of the medications brought in."
- 63. On April 21, 2012, Pulera submitted his second Inmate Medical Request to a Defendant Nurse, in which he wrote, "My hart [sic] hertzt [sic] I can't breth [sic] I need my medes [sic] or I can die. My heart is pounding they are here I need you to please bring me my meds A.S.A.P. [sic] Thank you.
- Once again, a VNCC Nurse, deliberately failed to take any reasonable or acceptable 64. action and simply stated, "the jail MD has not set up any medications at this time."

¹ The VNCC Nurses' signatures found in the Inmate Medical Requests Forms submitted by Pulera were illegible. The Nurses who provided care to Plaintiff were Sylvia Summers-Sgroi, Erica Rea, Denise Gilanvi, Markella Reed, Lyndsay Hauchk, and Dawn Smith.

- 65. On April 22, 2012, Pulera submitted his third Inmate Medical Request to Defendant Remus, in which he stated, "I cant [sic] sleep I am throwing up and I am dizzy I can't breathe I need my blood pressure tooking [sic] please see me. My brother and mother just died and I need my colozopam [sic] I am sick."
- 66. A VNCC Nurse, deliberately failed to take any reasonable or acceptable action in response to this request and simply stated, "Your blood pressure will be checked."
- 67. Tragically, the Defendants failed to respond in any reasonable manner to this known, obvious, recognizable and significant warning signal that Pulera needed care, treatment and his medications.
- 68. Moreover, William Pulera delivered Plaintiff Pulera's tramadol and clonazepam prescriptions to the Jail on April 21, 2012 at approximately 2:35 pm. and were accepted by Defendant Slater. However, these medications were never provided to Pulera.
- 69. In fact, William called the jail to see if his brother was receiving the medicaitons and spoke to VNCC employee Summers-Sgroi. William informed the VNCC employee that his brother was suicidal and needed his medication. Despite clearly placing the VNCC employee on notice of Pulera's self-harm risk, the VNCC employee failed to escalate this information to Dr. Butler, tell anyone about this risk, or take any action regarding this risk.
- 70. Upon information and belief, VNCC employees Summers-Sgroi, Rea, Gilanvi, Reed, Hauchk, Dawn Smith were appraised of the delivery of Plaintiff's medications, but were deliberately indifferent and failed to provide them to Pulera or take any steps to assess or assist Pulera.
- 71. This failure was due to the Defendant County's polices, customs and practices. It was also due to Defendant County's failure to train, supervise and discipline officers, supervisors, nurses, doctors, among others.

Suicide Attempt on April 23, 2012

- 72. On or about April 23, 2012 at approximately 1:40 a.m., Pulera attached one end of his bed sheet to his upper cell bars and fashioned a noose out the other end and attempted suicide by hanging.
- 73. Pulera's cellmate, Dalton Alleman ('hereinafter, Alleman''), was awoken by the noise coming from Pulera as he hung from the cell bars. Alleman then began banging on the cell doors and yelling for the guards.
- 74. Other inmates in H-Block were awoken as a result of Alleman's banging and screaming, and they too began yelling and rattling their cell bars for the guards.
- 75. After a lengthy and detrimental delay, the inmates' yells and pounding finally alerted Defendant Clemens and Defendant Corso at 1:45 a.m., who were fraternizing in the corridor between H-Block and I-Block (hereinafter, "Guard Corridor").
- 76. Defendant Corso then entered H-Block to investigate the loud yells and banging.

 Upon entering the H-Block day room, Defendant Corso observed Pulera hanging by his bed from his upper cell bars.
- 77. Defendant Corso then notified Defendant Clemens of the situation, who then returned to the Guard Corridor to open the sally port gate and notify other officers of the emergency.
- 78. Once the sally port gate and Pulera's cell door were opened, Defendant Corso entered Pulera's cell and attempted to hold Pulera up.
- 79. Despite having the "911 knife" available and within reach of Defendant Clemens in the Guard Corridor, Defendant Clemens deliberately chose to stay in the Guard Corridor and wait for additional support to arrive.
- 80. Defendant Clemens' willful and wanton decision not to cut Pulera down until other officers arrived allowed for several crucial minutes to pass by.

- 81. After several vital minutes passed, Defendant Newton arrived at the Guard Corridor. Upon arrival, Defendant Clemens, who was still sitting idly by in the Guard Corridor, gave Defendant Newton the "911 knife" to cut Pulera down.
- 82. Defendant Newton subsequently entered Pulera's cell, cut the sheet from the cell bars, and assisted Defendant Corso in lowering Pulera to the ground.
- Upon being placed on the floor outside his cell, Pulera was unresponsive and had 83. turned blue in the face.
- 84. Despite the call for assistance with Pulera's suicide attempt made by Defendant Clemens, the Defendants deliberately, willfully an wantonly waited until after Pulera was cut down from the bars and placed on the floor to call for jail medical personnel and Kenosha Fire Department and Rescue.
- 85. HSU Nurse Silvia arrived at H-Block thereafter to check Pulera's vitals and place and oxygen mask on him. Pulera was unresponsive to HSU Silvia and had labored breathing.
- 86. After several more precious minutes lapsed, the Kenosha Fire Department and Rescue arrived on the scene to transport Pulera to the Kenosha Hospital and Medical Center via ambulance.
- 87. Upon arrival at the Kenosha Hospital and Medical Center Emergency Room, Pulera was assessed by Dr. Hahn, who determined that due to the grave nature and severity of Pulera's injuries, he should be transported to Froedtert Hospital in Milwaukee.
- 88. Pulera was then transported via ambulance to Froedtert at approximately 4:38 a.m. and subsequently arrived at the Froedtert Hospital at approximately 5:35 a.m., where he was admitted into Froedtert's Nuero-Intensive Care Unit.
- 89. The Defendants failed to take the necessary and required precautions to protect the life and well-being of Pulera, recklessly disregarded and were negligent to his acute and serious

medical needs. The care provided by the Defendants was unreasonably inadequate and in violation of their standard operating procedure, which was a substantial cause of Pulera's injuries.

90. VNCC employees Butler, Summers-Sgroi, Rea, Gilanvi, Reed, Hauchk, Dawn Smith recklessly disregarded and were negligent to Plaintiff's serious medical needs when they failed to order medications for Plaintiff and/or properly assess and diagnose Plaintiff, who was a known risk for suicide.

VIOLATIONS OF LAW

COUNT I

NEGLIGENCE AGAINST KENOSHA COUNTY DEFENDANTS: SARZANT, SAWILLA, GERBER, SLATER, REMUS, PALLAMOLLA, CLEMENS, CORSO, NEWTON, SMITH, SCHLECHT, BETH, AND KENOSHA COUNTY

- 91. Plaintiff re-alleges and incorporates herein by reference each and every allegation of the preceding paragraphs.
- 92. At all times material hereto, Defendants undertook and had a duty to provide Pulera with competent medical/mental health care and treatment, which would be in accordance with acceptable practices as they relate to incarcerated persons.
- 93. The Defendants were negligent at all times material hereto in that they, among other things, failed to provide Pulera with medical/mental health care, despite his serious need for medical/mental health treatment and medications; failed to respond appropriate to Inmate Medical Requests; failed to appropriately train correctional officers/employees to deal with individuals with serious medical/mental health issues; failed to address open and obvious deficiencies in health care; failed to address open and obvious deficiencies regarding officers making medical/mental health decisions; failed to have a doctor to provide care within a reasonable distance from the jail; and, were otherwise negligent.
- 94. The negligence of the Defendants was a direct and proximate cause of the permanent injuries and damages suffered by Pulera.

COUNT II NEGLIGENCE AGAINST DEFENDANT VNCC

- 95. Plaintiff re-alleges and incorporates herein by reference each and every allegation of the preceding paragraphs.
- 96. At all times material hereto, Nurses Summers-Sgroi, Rea, Gilanvi, Reed, Hauchk, Dawn Smith were employees of VNCC and Health Care Providers pursuant to Wis. Stat. § 655.001.
- 97. At all times material hereto, Defendants Summers-Sgroi, Rea, Gilanvi, Reed, Hauchk, Dawn Smith, and VNCC undertook and had a duty to provide Pulera with competent medical/mental health care and treatment, which would be in accordance with acceptable practices as they relate to incarcerated persons.
- 98. At all times material hereto, Nurses Summers-Sgroi, Rea, Gilanvi, Reed, Hauchk, and Dawn Smith were employees and/or agents of Defendant VNCC and Defendant Kenosha County and were acting in the course and scope of their employment, and thus Defendant VNCC is liable for the actions of these Defendants pursuant to the Doctrine of Respondeat Superior.
- 99. The Nurses were negligent at all times material hereto in that they, among other things, failed to provide Pulera with medical/mental health care despite his serious need for medical/mental health treatment and medications; failed to respond appropriate to Inmate Medical Requests; failed to appropriately train nurses/medical professionals in how to deal with individuals with serious medical/mental health issues; failed to ensure that only competent nurses and/or medical professionals were providing medical care; failed to address open and obvious deficiencies in health care; and, were otherwise negligent.
- 100. VNCC is negligent in its own right in failing to properly train nurses and ensure that only competent nurses were providing the care it contracted to provide.
- 101. The negligence of the VNCC and their employees was a direct and proximate cause of the permanent injuries and damages suffered by Pulera.

COUNT VII NEGLIGENCE AGAINST DEFENDANT BUTLER

- 102. Plaintiff re-alleges and incorporates herein by reference each and every allegation of the preceding paragraphs.
- 103. At all times material hereto, Defendants Butler was an employee and/or agent of ACH and Defendant Kenosha County and was acting in the course and scope of her employment.
- 104. At all material times hereto, Defendant Butler was negligent in the care of Pulera by, among other things,
 - i. Withheld Pulera's medication;
 - ii. Failed to document any reasoning why she withheld said medication;
 - iii. Failed to take any action despite three medical requests clearly indicating Pulera was a self-harm risk;
 - iv. Failed to monitor Pulera for self-harm tendencies or place him on detox protocol.
- 105. The negligence of the Defendant Butler was a direct and proximate cause of the permanent injuries and damages suffered by Pulera.

DAMAGES

- 106. Plaintiff re-alleges and incorporates herein by reference each and every allegation of the preceding paragraphs.
- 107. That as a direct and proximate result of the unlawful and negligent acts of the Defendants, Pulera unnecessarily suffered, and continues to incur injuries and damages including, but not limited to, the following:
 - a. Serious emotional and psychological distress;
 - b. Permanent brain damage and memory problems;
 - c. Pain and suffering;
 - d. Mental anguish;
 - e. Loss of future enjoyment of life;
 - f. Embarrassment, humiliation, and mortification;
 - g. Wage loss and earning capacity;
 - h. Reasonable expenses of medical care, treatment and services;
 - i. Constitutional violations;

j. Any and all other damages to be determined reasonable and just by the Court.

CONDITIONS PRECEDENT

- 108. Plaintiff re-alleges and incorporates herein by reference each and every allegation of the preceding paragraphs.
 - 109. All conditions precedent to this lawsuit have been performed or otherwise occurred.

PRAYER FOR RELIEF

- 110. WHEREFORE, Plaintiff respectfully requests judgment:
 - Awarding Plaintiff compensatory damages in an amount determined by the
 - b. Awarding Plaintiff punitive damages in an amount determined by the Jury;
 - c. Granting Plaintiff such other and further relief as my be just and fair.
- Kenosha County is liable pursuant to Wis. Stat. § 895.46 for payment of any 111. judgment entered against the Defendants in this corrective action because said Defendants were acting within the scope of their employment when they committed the above-mentioned negligent actions.

DEMAND FOR JURY TRIAL

112. The Plaintiff demands trial by jury.

Dated at this 31st day of March, 20121.

Respectfully Submitted,

Judge, Lang & Katers, LLC

By: s/ David J. Lang

David J. Lang JUDGE, LANG & KATERS LLC. 8112 W. Bluemound Road, Ste. 101 Wauwatosa, WI 53213 P: (414) 777-0778 F: (414) 777-0776 dlang@jlk-law.com Attorneys for Plaintiff