

*Kenosha*



*County*

**COUNTY BOARD OF SUPERVISORS**

**NOTICE OF MEETING**

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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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

**NOTICE IS HEREBY GIVEN the Regular County Board Meeting** of the Kenosha County Board of Supervisors will be held on **Tuesday, the 20th of October 2020 at 7:30PM.**, at the Kenosha County Job Center located at 8600 Sheridan Road, Kenosha. 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

While both the building and the meeting are open to the public, in keeping with the CDC's recommendations on social distancing, members of the public are encouraged not to attend the meeting in person. Citizens wishing not to attend but to make a public comment in writing may submit such comments to [EMAIL PROTECTED] before 4:30 pm on Tuesday, October 20, 2020. The meeting will be available via live video stream by visiting [kenoshacounty.org](http://kenoshacounty.org). The meeting will also be accessible for public monitoring by calling **1-408-418-9388** and using **Access code 146 991 1187**.

E. Announcements Of The Chairman

F. Supervisor Reports

G. NEW BUSINESS

H. Ordinance - First Reading, Two Required

19. From The Judiciary & Law Committee - An Ordinance Re: Repeal And Recreation Of MCKC Chapter 3.6451-RETENTION OF RECORDS-Joint Services Board

Documents:

[REPEAL AND RECREATION OF MCKC CHAPTER 3.6451-RETENTION OF RECORDS.PDF](#)

I. Ordinance - One Reading

20. From The Planning, Development & Extension Education Committee An Ordinance Regarding Anthony And Margaret Marino Family Limited Partnership (Owner), Nancy Wagner (Agent), Requests An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 54 Of The Comprehensive Plan) From From "Farmland Protection" & "Non-Farmed Wetland" To "Farmland Protection", "General Agricultural & Open Land" & "Non-Farmed Wetland", Town Of Brighton

Documents:

[ORD MARINO CPA.PDF](#)

21. From The Planning, Development & Extension Education Committee An Ordinance Regarding Anthony And Margaret Marino Family Limited Partnership (Owner), Nancy Wagner (Agent), Requests A Rezoning From A-1 Agricultural Preservation Dist. & C-2 Upland Resource Conservancy Dist. To A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-2 Upland Resource Conservancy Dist. , Town Of Brighton

Documents:

[ORD MARINO REZONE.PDF](#)

22. From The Planning, Development & Extension Education Committee An Ordinance Regarding The Request Of HCP2 LLC (Owner), Jeff Badtke (Agent) 0100 Requesting An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" & "SEC" To "Farmland Protection", "General Agricultural & Open Land", & "SEC", Town Of Brighton

Documents:

[ORD HCP2 LLC BADTKE 0100 CPA.PDF](#)

23. From The Planning, Development & Extension Education Committee An Ordinance Regarding The Request Of HCP2 LLC (Owner), Jeff Badtke (Agent) 0100 Requesting A Rezoning From From A-1 Agricultural Preservation Dist. & C-2 Upland Resource Conservancy Dist. To A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-2 Upland Resource Conservancy Dist., Town Of Brighton

Documents:

[ORD HCP2LLC BADTKE 0100 REZONE.PDF](#)

24. From The Planning, Development & Extension Education Committee An Ordinance Regarding HCP2 LLC (Owner), Jeff Badtke (Agent) 0301 Requests An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection", "General Agricultural & Open Land" & "SEC" To "Farmland Protection", "General Agricultural & Open Land", "Rural-Density Residential" & "SEC", Town Of Brighton

Documents:

[ORD HCP2 LLC BADTKE 0301 CPA.PDF](#)

25. From The Planning, Development & Extension Education Committee An Ordinance Regarding HCP2 LLC (Owner), Jeff Badtke (Agent) 0301 Requests A Rezoning From A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-2 Upland Resource Conservancy Dist. To A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., R-1 Rural Residential Dist., C-2 Upland Resource Conservancy Dist. & C-4 Upland

R-1 Rural Residential Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. , Town Of Brighton

Documents:

[ORD HCP2 LLC BADTKE 0301 REZONE.PDF](#)

26. From The Planning, Development & Extension Education Committee An Ordinance Regarding Maxon Reques A Rezoning From From A-1 Agricultural Preservation Dist. & R-2 Suburban Single-Family Residential Dist. To R-2 Suburban-Density Residential Dist., Town Of Paris

Documents:

[ORD MAXON REZONE.PDF](#)

#### J. Resolution - One Reading

42. From The Judiciary & Law Enforcement And Finance & Administration Committees A Resolution – FY2020 Law Enforcement Justice Assistance Grant (JAG) Award – AED's

Documents:

[RES JAG GRANT.PDF](#)

43. From The Judiciary & Law Enforcement Committee: A Resolution To Approve The Appointment Of Joshua Barker To Serve On The Kenosha Joint Services Board

Documents:

[RESOLUTIONJOSHBARKERJOINTSERVICESBOARD.PDF](#)

44. From The Judiciary & Law Enforcement Committee: Resolution-Probationary Cabaret License: Wilmot Mountain-VR WM Holdings LLC, Agent Brandon Swartz

Documents:

[RESOLUTIONPROBATIONARYCABARETLICENSE WILMOTMOUNTAIN.PDF](#)

45. From The Planning, Development & Extension Education Committee A Resolution Regarding Anthony And Margaret Marino Family Limited Partnership (Owner), Nancy Wagner (Agent), Requests An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 54 Of The Comprehensive Plan) From From "Farmland Protection" & "Non-Farmed Wetland" To "Farmland Protection", "General Agricultural & Open Land" & "Non-Farmed Wetland", Town Of Brighton

Documents:

[RES MARINO CPA.PDF](#)

46. From The Planning, Development & Extension Education Committee A Resolution Regarding The Request Of HCP2 LLC (Owner), Jeff Badtke (Agent) 0100 Requesting An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection" & "SEC" To "Farmland Protection", "General Agricultural & Open Land", & "SEC", Town Of Brighton

Documents:



[RES HCP2 LLC BADTKE 0100 CPA.PDF](#)

47. From The Planning, Development & Extension Education Committee A Resolution Regarding HCP2 LLC (Owner), Jeff Badtke (Agent) 0301 Requests An Amendment To The Adopted Land Use Plan Map For Kenosha County: 2035 (Map 65 Of The Comprehensive Plan) From "Farmland Protection", "General Agricultural & Open Land" & "SEC" To "Farmland Protection", "General Agricultural & Open Land", "Rural-Density Residential" & "SEC", Town Of Brighton

Documents:

[RES HCP2 LLC BADTKE 0301 CPA.PDF](#)

48. From The Public Works & Facilities And Finance & Administration Committees A Resolution To Approve And Intergovernmental Agreement With Village Of Twin Lakes And Town Of Randall Regarding CTH F

Documents:

[RES HWY F.PDF](#)

49. From The Public Works & Facilities And Finance & Administration Committees A Resolution To Approve An Intergovernmental Agreement With Village Of Pleasant Prairie Regarding Kroeger Development

Documents:

[REVISED INTERGOVERNMENTAL AGREEMENT RE KROEGER DEVELOPMENT.PDF](#)

#### K. COMMUNICATIONS

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

Documents:

[11-11-2020 COMMUNICATIONS SIGNED.PDF](#)

#### L. CLAIMS

16. 60th St Investments LLC & Vincent I Ruffolo - Condemnation Review

Documents:

[GL-16-20 60TH ST INVESTMENTS LLC - VINCENT RUFFOLO.PDF](#)

M. Approval Of The October 6, 2020 Minutes By Supervisor Ron Frederick.

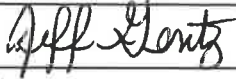

N. Adjourn



# KENOSHA COUNTY

## BOARD OF SUPERVISORS

ORDINANCE NO. 19

Subject: Repeal and Recreation of MCKC Chapter 3.6451 – RETENTION OF RECORDS – JOINT SERVICES BOARD	
Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted: 10/7/20	Date Resubmitted:
Submitted By: Supervisor Jeffrey Gentz	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared By: Matthew Perz, Asst. Corp. Counsel	Signature: 

THE KENOSHA COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN that the Municipal Code of Kenosha County Chapter 3.6451, RETENTION OF RECORDS – JOINT SERVICES BOARD, is hereby repealed and recreated as follows:

### 3.6451 RETENTION OF RECORDS – JOINT SERVICES BOARD

The following schedule of records and retention periods approved by the Wisconsin Department of Administration Public Records Board on June 29, 2020, shall apply at the Kenosha County Joint Services Board:

#### KENOSHA CITY/COUNTY JOINT SERVICES Records Retention Schedule

RDA #	Record Series Title	Record Series Description	Retention Period	Event Initiating Start of Retention Period
1	Accounts Payable and Supporting Documents	This record series includes accounts payable information and supporting documentation such as transactions, check reconciliation, check register, purchase orders, requisitions, invoices, copies of checks, and journal entries.	7 Years	Fiscal
2	Accounts Receivable and Supporting Documents	This record series includes records that pertain to accounts receivable as well as supporting documentation such as the invoice register, journal entries, account distribution listing, invoices, fleet vehicle maintenance records (for billing), fuel print outs (for billing), receipts, and related reports.	3 Years	Fiscal
3	Annual Budget	Kenosha Joint Services Board approved budget and supporting documents. This records series includes documents used to	6 Years	Fiscal

		prepare the budget, obtain approval, and the final approved budget report.		
4	Annual Report	This record series includes the annual report to the Kenosha Joint Services Board.	7 Years	Creation
5	Attendance Records	This record series includes any documents that detail history of attendance or leave and supporting documentation such as time off requests, leave charts, timecards, trade sheets, and yearly attendance records.	7 Years	Fiscal
6	Audio Recordings (Dispatch Recordings & Administrative Phones)	This record series includes recordings made in the 9-1-1 Communications Center and on administrative phones in the Kenosha County Public Safety Building and Kenosha County Detention Center. These records include recordings of radio transmissions, 911 emergency phone calls, and non-emergency phone calls. Note: Recordings do not include phones used by inmates.	121 Days	Creation
7	Audio Recordings (Meetings)	This record series includes audio recordings of Kenosha Joint Services Board meetings. These recordings are used to produce board meeting minutes.	90 Days	Date the Minutes are Approved
8	Audit Reports	This record series include records that evaluate the financial holdings of Kenosha Joint Services. This series includes audits and financial statements created by an independent accountant's review.	7 Years	Creation
9	Bank Statements/ Reconciliation	This record series includes documentation of transactions from institutions holding Kenosha Joint Services funds.	7 Years	Creation
10	Board Agenda and Minutes	This record series includes Kenosha Joint Services Board agenda's, agenda packets, and meeting minutes.	7 Years	Creation
11	Bond Receipts and Related Documents	This record series includes receipts or documents accepting bond payment. These records include bond receipts, bond signature sheets (bond information notice), charge card request logs, and Trust Fund Account documentation.	8 Years	Creation
12	Booking Photograph and Photograph Record	This record series pertains to booking photograph records taken by Kenosha Joint Services staff.	Permanent	

13	Contracts	This record series includes any contract or agreements to which Kenosha Joint Services is a party.	7 Years	Last Effective Date Thereof
14	Continuity of Operations Plan/Continuity of Government Plan	This record series includes agency plans and documentation for the Continuity of Operations Plan (COOP)/Continuity of Government Plan (COG).	Superseded	Superseded by Revised Plan
15	Deferred Compensation Records	This record series includes reports generated from deferred compensation retirement plans showing employee contributions.	8 Years	End of Service
16	Employee Bloodborne Pathogen Records	This record series includes documents pertaining to an employee's unsafe exposure to bloodborne pathogens.	30 Years	Termination of Employment
17	Employee Retirement Records	This record series includes documentation of an employee's retirement and records related to submitting information to the Wisconsin Retirement System (WRS). This includes records such as WRS Employee Transaction Reports.	8 Years	End of Service
18	Employee Wage & Tax Statements & Other Tax Records	This record series is for records pertaining to employee's wages and tax information such as withholding allowances, W2's, and other tax forms.	7 Years	Fiscal
19	False Alarms and Supporting Documents	This record series pertains to records created for the purpose of billing for false alarms such as false alarm invoices, false alarm reports, and yearly reports.	3 Years	Creation
20	Fingerprint Cards	This record series pertains to fingerprint cards created using ink.	Permanent	
21	Fixed Assets	This record series pertains to documentation of Kenosha Joint Services assets.	1 Year	Disposition of Asset
22	General Ledger	This record series pertains to documentation of financial activity of Kenosha Joint Services such as the general ledger, daily journal entries, income statements, ledger sheets, trust account ledger.	7 Years	Fiscal
23	Imaging Logs	This record series pertains to documentation of paper law enforcement records which were sent out for electronic scanning. These logs contain information on dates and amount of records that were scanned.	7 Years	Creation



24	Incident Records	This record series pertains to records created within the 9-1-1 Communications Department that document information regarding incidents that have been reported to the department via emergency phone call, non-emergency phone call, or radio. This series includes, but is not limited to, records such as 9-1-1 Daily Call Reports, 9-1-1 Error Reports, Computer Aided Dispatch System online printouts, handwritten logs, and tow lists.	10 Years	Creation
25	Insurance Records	This record series pertains to insurance records and includes, but are not limited to, insurance policies and life insurance census reports.	7 Years	Last Effective Date Thereof
26	Invitations to Bid/Requests for Proposals	This record series includes documentation for bid or request for proposal specifications and proposals from vendors.	7 Years	Completion of Work
27	Material Safety Data Sheets (MSDS)	This record series includes MSDS records regarding toxic substance information.	30 Years	Date Substance Received
28	Motor Vehicle Maintenance Records	This record series includes records that document the service and repair of motor vehicles owned by Kenosha Joint Services.	1 Year	Disposal of Vehicle
29	Memorandum of Understanding (MOU)	This record series includes formal agreements between Kenosha Joint Services and other governmental units.	7 Years	Ending Date of MOU
30	Open Records Requests	This record series includes records relating to requests for open records.	3 Years	Response Provided
31	Parts Inventory and Related Documents	This record series includes documents that track inventory such as the Parts Inventory – Year to Date reports and the Parts Inventory Listing maintained by Fleet Maintenance.	4 Years	Fiscal
32	Payroll and Supporting Documents	This record series documents gross pay, net pay, and deductions for Kenosha Joint Services employees. This series includes records such as payroll reports, overtime reports and charts, and other supporting documents.	7 Years	Fiscal
33	Personnel File	This record series includes documents that record personnel actions during the employment of all employees such as, but not limited to, performance evaluations, disciplinary actions, training records, FMLA documentation, and other medical records.	7 Years	Separation of Employment

34	Personnel Recruitment and Selection	This record series includes documentation of hiring processes and includes records such as, but not limited to, notices, vacancy packets, applications, background results, and tests/results.	1 Year	Date of Personnel Action
35	Policy & Procedures	This record series includes all policy and procedures for Kenosha Joint Services. It includes policy and procedures that are entity wide or specific to individual departments within Kenosha Joint Services.	7 Years	Superseded or Obsolete
36	Supply Orders and Supporting Documents	This record series includes supply orders and departmental requests for supply items from inventory.	0 Days	Order Filled, Invoiced, and Paid
37	Union Contracts, Grievance, Mediation, & Arbitration Records	This record series includes all Labor Agreements between Labor Union and Kenosha Joint Services.	Permanent	
38	Visitor Logs	This record series includes logs of authenticated, escorted visitors into secure areas as required by FBI Criminal Justice Information Systems (CJIS) Security Policy or other applicable standards.	3 Years	Date of Visit or Access Removed
39	Workers Compensation Claims	This record series includes documents pertaining to workers compensation claims.	12 Years	Later of Injury, Claim, or Closure

Respectfully Submitted,

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Jeffrey Gentz

Approved by:

Judiciary & Law Committee

Aye Nay Abstain Excused

Boyd Frederick  
Boyd Frederick, Chair

☒ ☐ ☐ ☐

David Celebre  
David Celebre, Vice-Chair

☒ ☐ ☐ ☐

Laura Belsky  
Laura Belsky

☒ ☐ ☐ ☐

Jerry Gulley  
Jerry Gulley

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Mark Nordigan  
Mark Nordigan

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Sharon Pomaville  
Sharon Pomaville

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Jeff Wamboldt  
Jeff Wamboldt

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# Kenosha

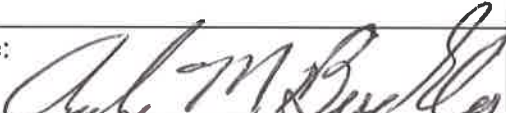


# County

## BOARD OF SUPERVISORS

ORDINANCE NO. \_\_\_\_\_

Subject: Anthony and Margaret Marino Family Limited Partnership, PO Box 873, New Munster, WI 53152 (Owner), Nancy Wagner, 5530 376<sup>th</sup> Ave., Burlington, WI 53105 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "Non-Farmed Wetland" to "Farmland Protection", "General Agricultural & Open Land" & "Non-Farmed Wetland" on Tax Parcel #30-4-220-241-0100, located in the northeast ¼ of Section 24, T2N, R20E, Town of Brighton.

Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

AN ORDINANCE TO AMEND  
THE MULTI-JURISDICTIONAL COMPREHENSIVE PLAN FOR KENOSHA COUNTY:  
2035 BEING CHAPTER 11 OF THE KENOSHA COUNTY MUNICIPAL CODE

That Tax Parcel #30-4-220-241-0100, located in the northeast ¼ of Section 24, T2N, R20E, Town of Brighton, be changed from "Farmland Protection" & "Non-Farmed Wetland" to "Farmland Protection", "General Agricultural & Open Land" & "Non-Farmed Wetland", as presented in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035.

For informational purposes only, this property is located on the southwestern corner of the intersection between 18<sup>th</sup> Street and 216<sup>th</sup> Avenue.

**Anthony and Margaret Marino Family Limited Partnership (Owner)**  
**Nancy Wagner (Agent)**


Ordinance – Anthony and Margaret Marino Family Limited Partnership (Owner), Nancy Wagner  
(Agent) - Comp Plan Amendment  
October 20, 2020

**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>	<u>Excused</u>
 Daniel Gaschke, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Amy Maurer, Vice Chair

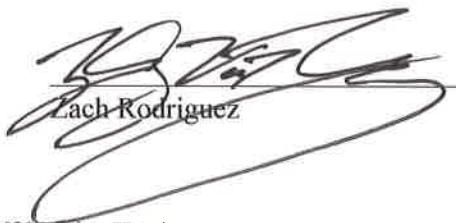
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Sandra Beth

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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\_\_\_\_\_  
Gabe Nudo

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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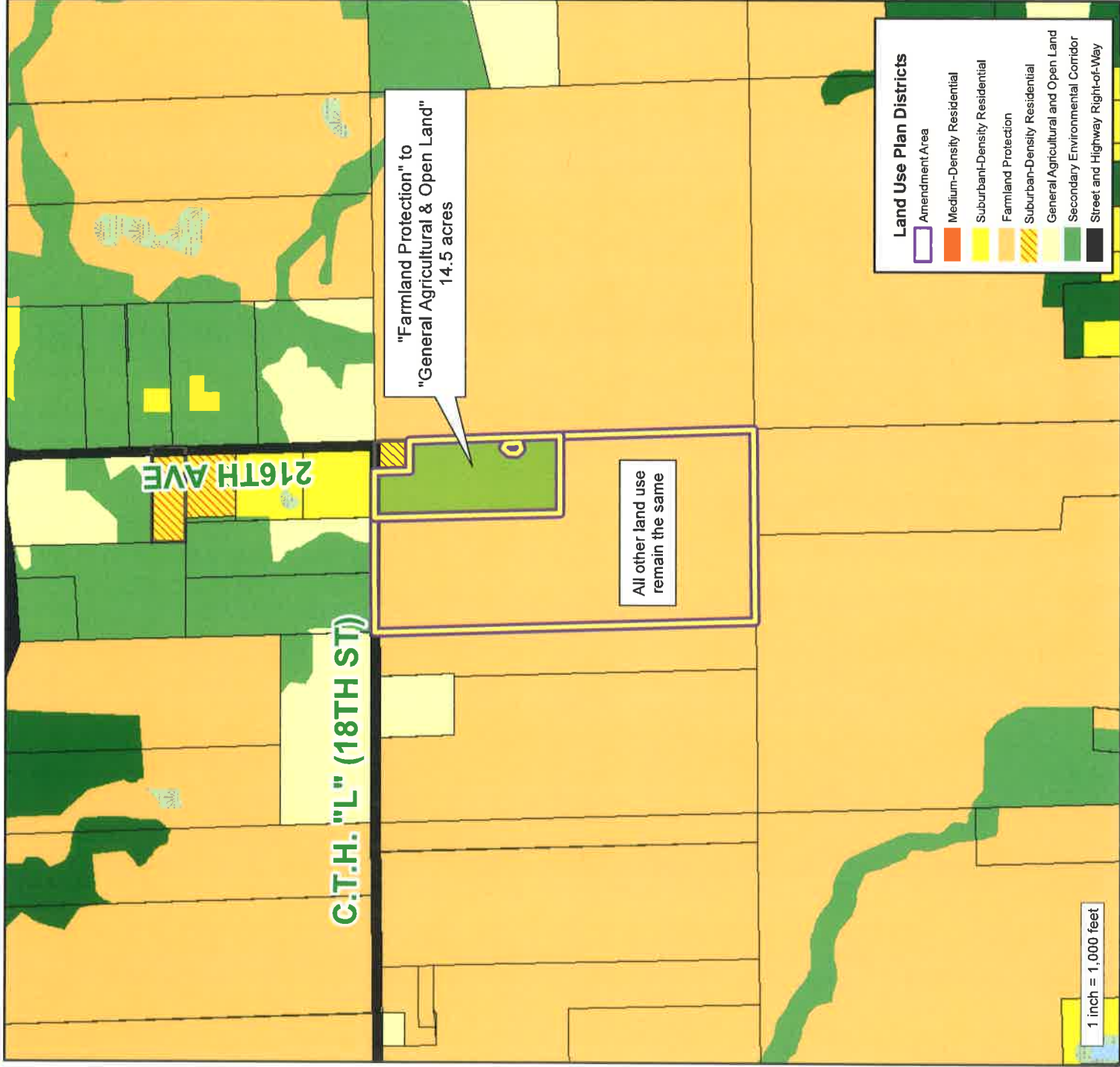
  
Zach Rodriguez

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Anthony and Margaret Marino Family  
Limited Partnership (Owner)  
Nancy Wagner (Agent)

TAX PARCEL(S): #30-4-220-241-0100

Requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Farmland Protection” & “Non-Farmed Wetland” to “Farmland Protection”, “General Agricultural & Open Land” & “Non-Farmed Wetland”





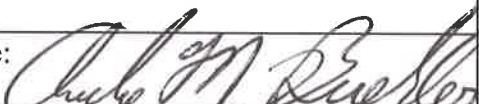
# Kenosha



# County

## BOARD OF SUPERVISORS

ORDINANCE NO. \_\_\_\_\_

Subject: Anthony and Margaret Marino Family Limited Partnership, PO Box 873, New Munster, WI 53152 (Owner), Nancy Wagner, 5530 376 <sup>th</sup> Ave., Burlington, WI 53105 (Agent), requesting a rezoning from A-1 Agricultural Preservation Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #30-4-220-241-0100 located in the northeast ¼ of Section 33, T2N, R20E, Town of Brighton			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

### 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 #30-4-220-241-0100 located in the northeast ¼ of Section 33, T2N, R20E, Town of Brighton, be changed as follows:

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

**Anthony and Margaret Marino Family Limited Partnership (Owner)**  
**Nancy Wagner (Agent)**

**Description:** See Exhibit #1 (attached).

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

Approved by:

PLANNING, DEVELOPMENT  
& EXTENSION EDUCATION  
COMMITTEE

  
Daniel Gaschke, Chair

Aye    No    Abstain    Excused

☒    ☐    ☐    ☐

\_\_\_\_\_  
Amy Maurer, Vice Chair

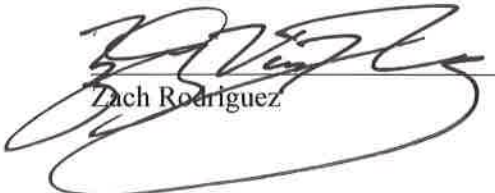
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Sandra Beth

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Gabe Nudo

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Zach Rodriguez

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## REZONING SITE MAP

### PETITIONER(S):

Anthony and Margaret Marino Family  
Limited Partnership (Owner)  
Nancy Wagner (Agent)

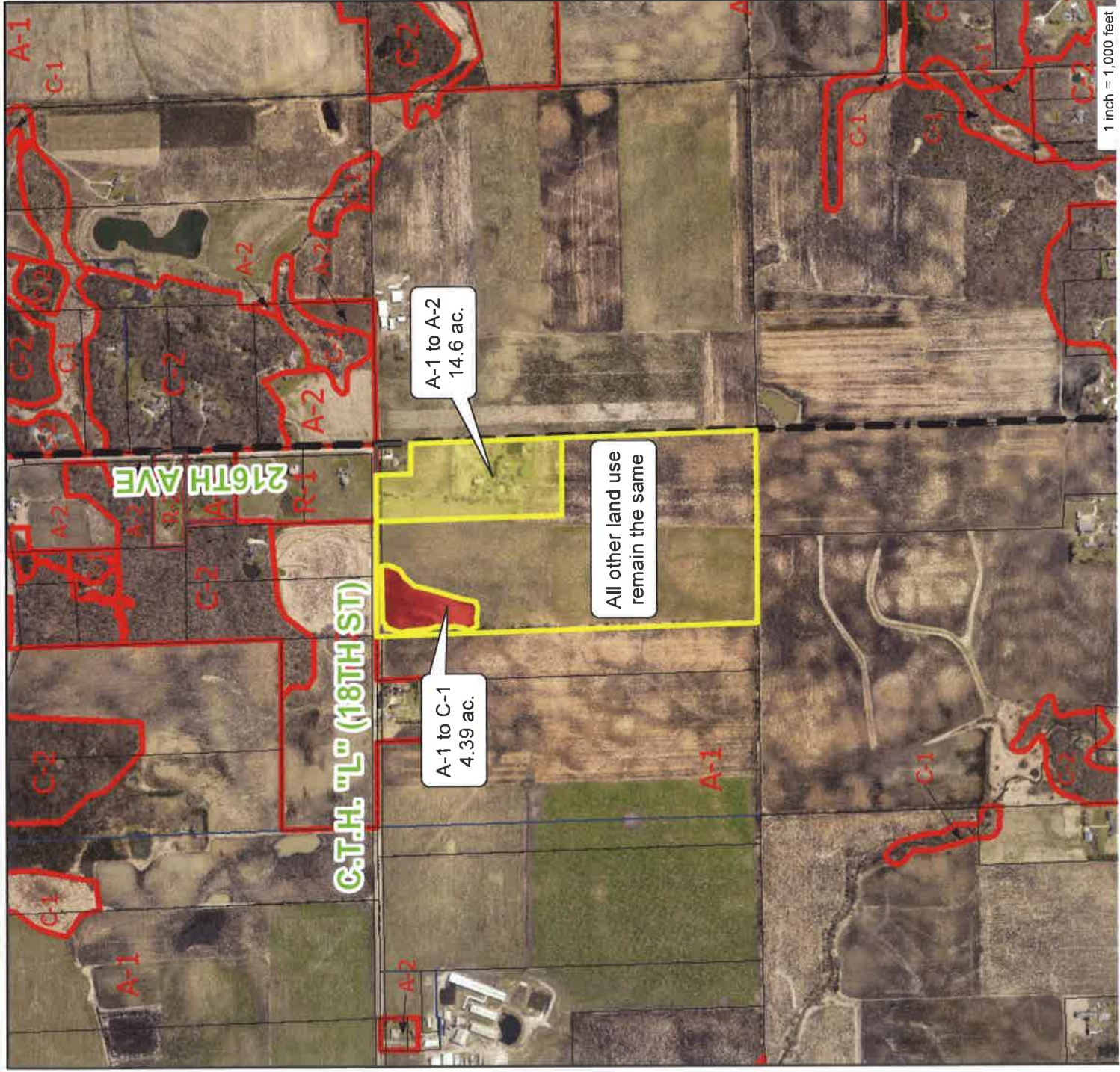
### LOCATION:

NE 1/4 of Section 24  
Town of Brighton

TAX PARCEL(S): #30-4-220-241-0100

### REQUEST:

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






**Kenosha**



**County**

**BOARD OF SUPERVISORS**

**RESOLUTION NO. \_\_\_\_\_**

Subject: HCP2 LLC, 1412 136 <sup>th</sup> Ave., Union Gove, WI 53182 (Owner), Jeff Badtke, 1412 136 <sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "SEC" to "Farmland Protection", "General Agricultural & Open Land" & "SEC" on Tax Parcel # 30-4-220-324-0100, located in the southeast ¼ of Section 32, T2N, R20E, Town of Brighton			
Corrected <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted:	
Submitted By: Planning, Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

WHEREAS, in compliance with Wisconsin's comprehensive planning law set forth in Section 66.1001 of the Wisconsin Statutes, Kenosha County adopted a Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 on April 20, 2010; and,

WHEREAS, HCP2 LLC, 1412 136<sup>th</sup> Ave., Union Gove, WI 53182 (Owner), Jeff Badtke, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "SEC" to "Farmland Protection", "General Agricultural & Open Land" & "SEC" on Tax Parcel #30-4-220-324-0100, located in the southeast ¼ of Section 32, T2N, R20E, Town of Brighton; and,

WHEREAS, the Kenosha County Division of Planning & Development has published said request in accordance to State Statutes; and

WHEREAS, the Town Board of Brighton recommended approval of the request; and,






WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on October 14, 2020, and recommended approval of the request.

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 #30-4-220-324-0100 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:

PLANNING, DEVELOPMENT  
& EXTENSION EDUCATION  
COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Daniel Gaschke, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Amy Maurer, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Sandra Beth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Gabe Nudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Zach Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# COMPREHENSIVE PLAN AMENDMENT SITE MAP

## PETITIONER(S):

HCP2 LLC (Owner)  
Jeff Badtke (Agent)

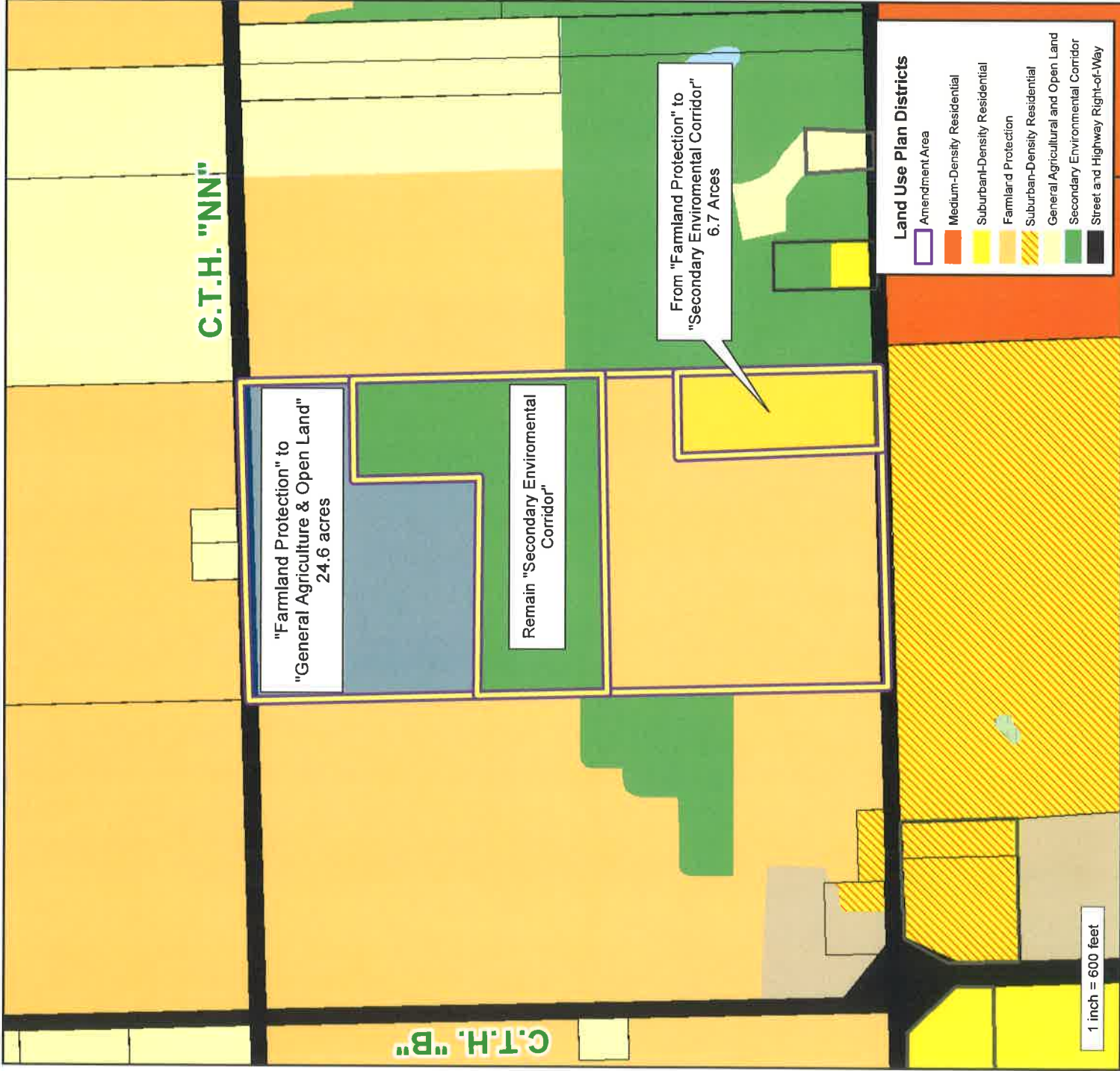
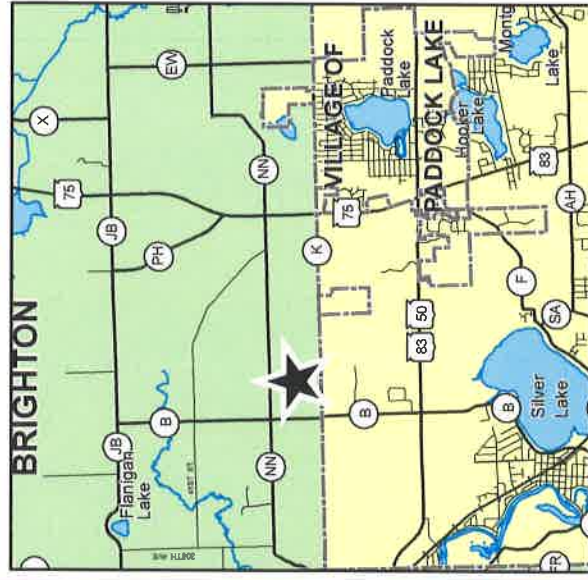
## LOCATION:

SE 1/4 of Section 32  
Town of Brighton

TAX PARCEL(S): #30-4-220-324-0100

## REQUEST:

Requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "SEC" to "General Agricultural & Open Land", "Farmland Protection" & "SEC".



C.T.H. "NN"

C.T.H. "B"


# Kenosha



# County

## BOARD OF SUPERVISORS

ORDINANCE NO. \_\_\_\_\_

Subject: HCP2 LLC, 1412 136 <sup>th</sup> Ave., Union Grove, WI 53182 (Owner), Jeff Badtke, 1412 136 <sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requesting a rezoning from A-1 Agricultural Preservation Dist. & C-2 Upland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-2 Upland Resource Conservancy Dist. on Tax Parcel #30-4-220-324-0100, located in the southeast ¼ of Section 32, T2N, R20E, Town of Brighton			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

### 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 #30-4-220-324-0100, located in the southeast ¼ of Section 32, T2N, R20E, Town of Brighton, be changed as follows:

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

**HCP2 LLC (Owner)**  
**Jeff Badtke (Agent)**





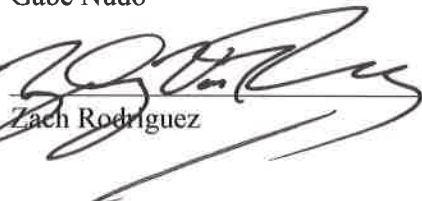


**Description:** See Exhibit #1 (attached).

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>	<u>Excused</u>
 Daniel Gaschke, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Amy Maurer, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Sandra Beth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Gabe Nudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Zach Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## REZONING SITE MAP

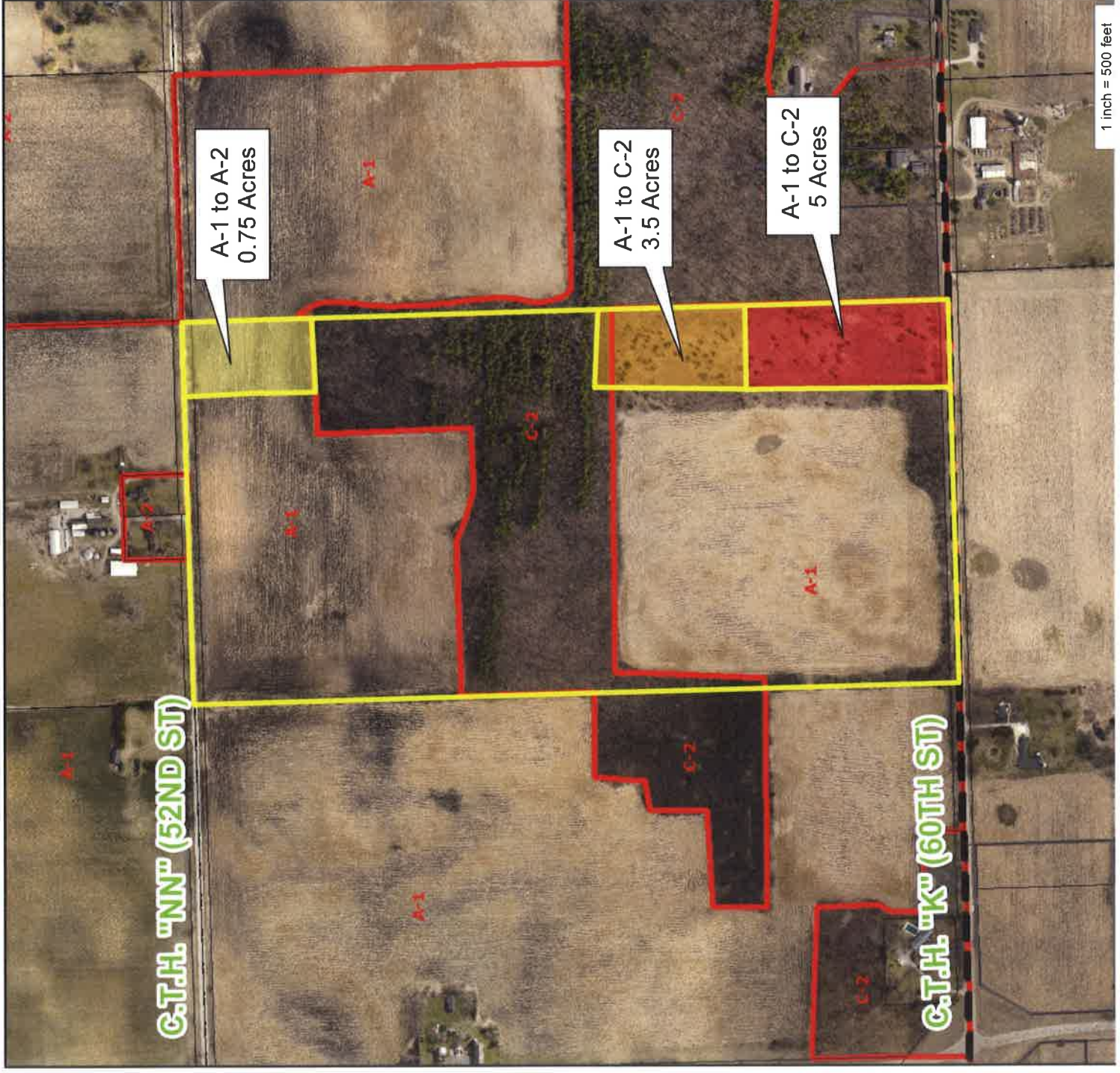
PETITIONER(S):  
HC2P LLC (Owner)  
Jeff Badtke (Agent)

LOCATION: SE 1/4 of Section 32  
Town of Brighton

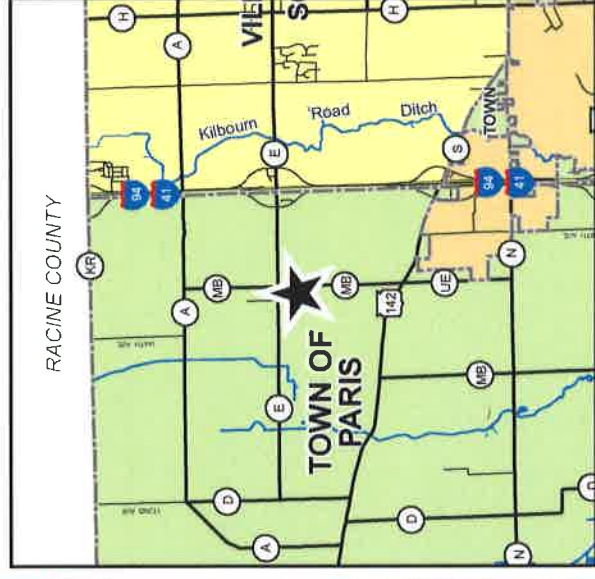
TAX PARCEL(S): #30-4-220-324-0100

### REQUEST:

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



1 inch = 500 feet



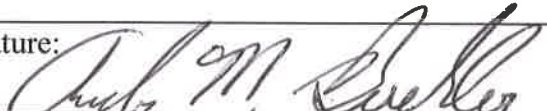
# Kenosha



# County

## BOARD OF SUPERVISORS

ORDINANCE NO. \_\_\_\_\_

Subject: HCP2 LLC, 1412 136 <sup>th</sup> Ave., Union Gove, WI 53182 (Owner), Jeff Badtke, 1412 136 <sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Farmland Protection”, “General Agricultural & Open Land” & “SEC” to “Farmland Protection”, “General Agricultural & Open Land”, “Rural-Density Residential” & “SEC” on Tax Parcel #30-4-220-333-0301, located in the southwest ¼ of Section 33, T2N, R20E, Town of Brighton.			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

AN ORDINANCE TO AMEND  
THE MULTI-JURISDICTIONAL COMPREHENSIVE PLAN FOR KENOSHA COUNTY:  
2035 BEING CHAPTER 11 OF THE KENOSHA COUNTY MUNICIPAL CODE

That Tax Parcel #30-4-220-333-0301, located in the southwest ¼ of Section 33, T2N, R20E, Town of Brighton, be changed from “Farmland Protection”, “General Agricultural & Open Land” & “SEC” to “Farmland Protection”, “General Agricultural & Open Land”, “Rural-Density Residential” & “SEC”, as presented in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035.

For informational purposes only, this property is located approximately 2,642 feet from the south east corner of the intersection between C.T.H. “B” and C.T.H. “NN”.

**HCP2 LLC (Owner)**  
**Jeff Badtke (Agent)**


Ordinance – HCP2LLC (Owner), Jeff Badtke (Agent) - Comp Plan Amendment (0301)  
October 20, 2020

**Description:** See Exhibit #1 (attached).

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

Approved by:

PLANNING, DEVELOPMENT  
& EXTENSION EDUCATION  
COMMITTEE

  
Daniel Gaschke, Chair

  
Amy Maurer, Vice Chair

  
Sandra Beth

  
Gabe Nudo

  
Zach Rodriguez

Aye   No   Abstain   Excused

☒   ☐   ☐   ☐

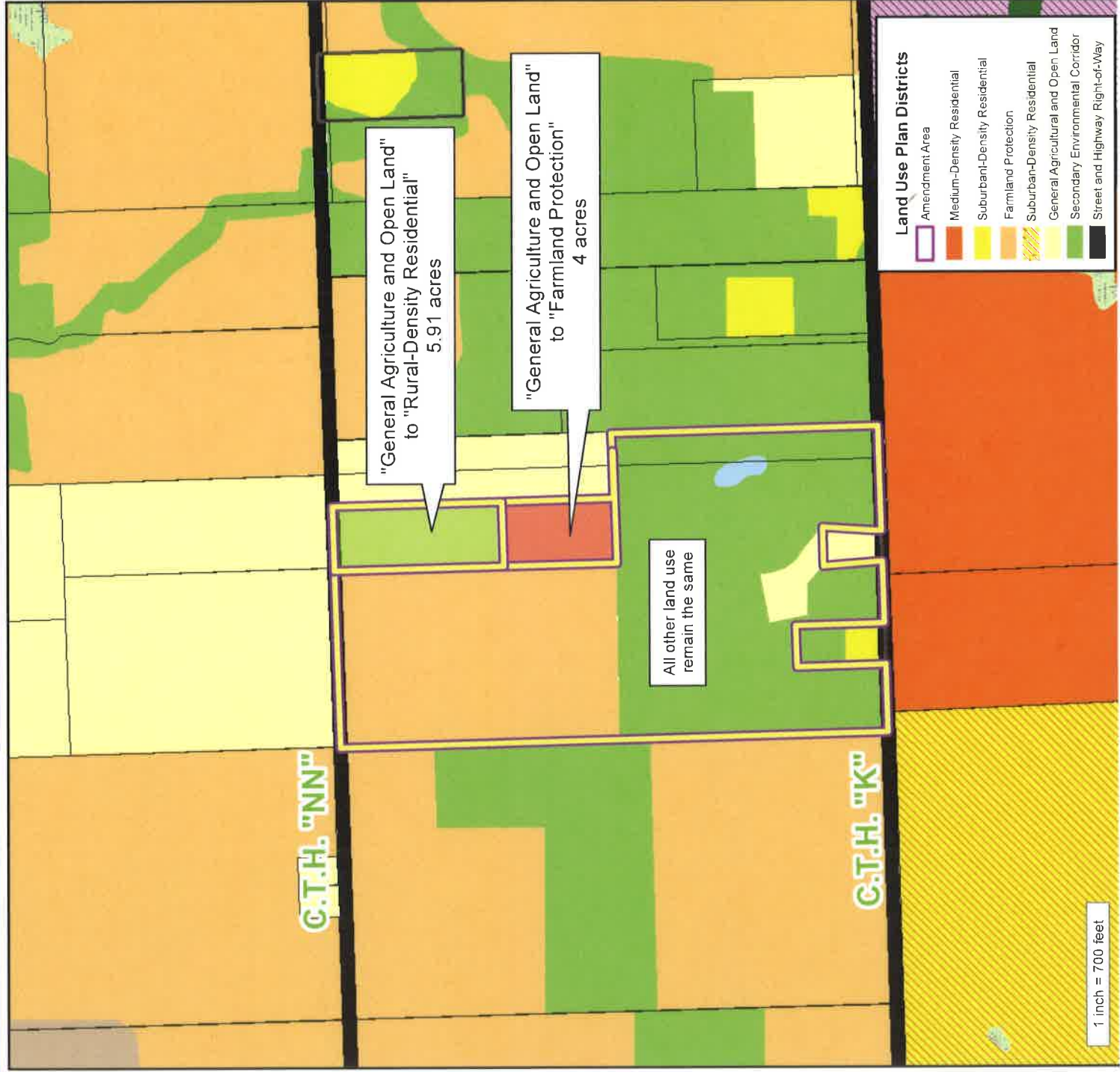
☐   ☐   ☐   ☒

☒   ☐   ☐   ☐

☐   ☐   ☐   ☒

☒   ☐   ☐   ☐





1 inch = 700 feet


# Kenosha



# County

## BOARD OF SUPERVISORS

ORDINANCE NO. \_\_\_\_\_

Subject: HCP2 LLC, 1412 136 <sup>th</sup> Ave., Union Grove, WI 53182 (Owner), Jeff Badtke, 1412 136 <sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requesting a rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-2 Upland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., R-1 Rural Residential Dist., C-2 Upland resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #30-4-220-333-0301, located in the southwest ¼ of Section 33, T2N, R20E, Town of Brighton			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

### 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 #30-4-220-333-0301, located in the southwest ¼ of Section 33, T2N, R20E, Town of Brighton, be changed as follows:

from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-2 Upland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., R-1 Rural Residential Dist., C-2 Upland resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist.

**HCP2 LLC (Owner)**  
**Jeff Badtke (Agent)**

**Description:** See Exhibit #1 (attached).

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

Approved by:

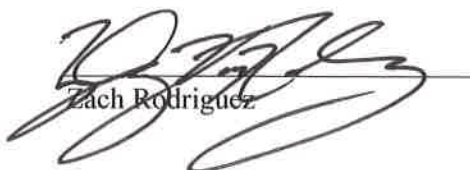
PLANNING, DEVELOPMENT  
& EXTENSION EDUCATION  
COMMITTEE

  
Daniel Gaschke, Chair

\_\_\_\_\_  
Amy Maurer, Vice Chair

  
Sandra Beth

\_\_\_\_\_  
Gabe Nudo

  
Zach Rodriguez

Aye    No    Abstain    Excused

☒    ☐    ☐    ☐

☐    ☐    ☐    ☒

☒    ☐    ☐    ☐

☐    ☐    ☐    ☒

☒    ☐    ☐    ☐



## REZONING SITE MAP

### PETITIONER(S):

HC2P LLC (Owner)  
Jeff Badtke (Agent)

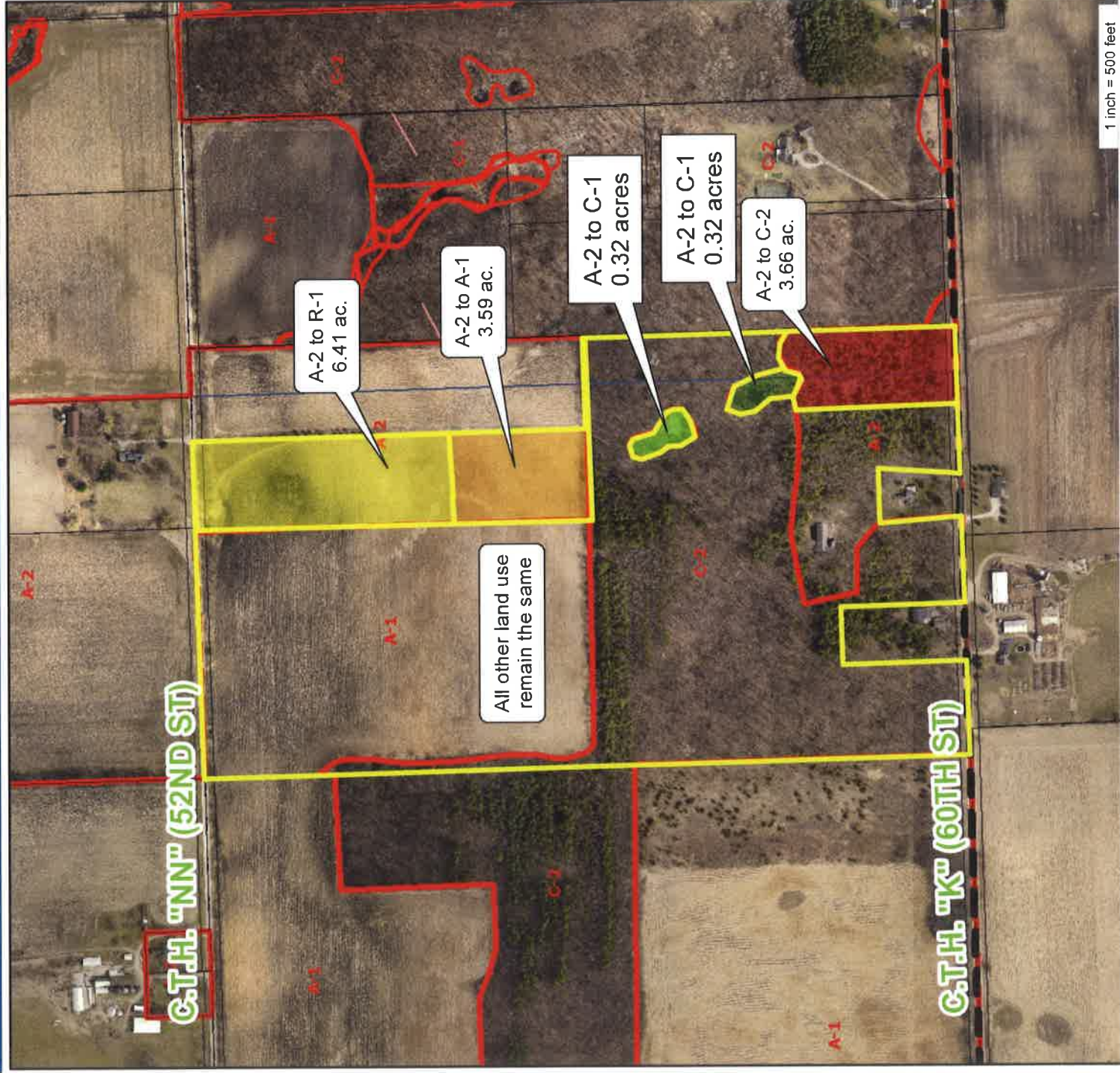
### LOCATION:

SW 1/4 of Section 33  
Town of Brighton

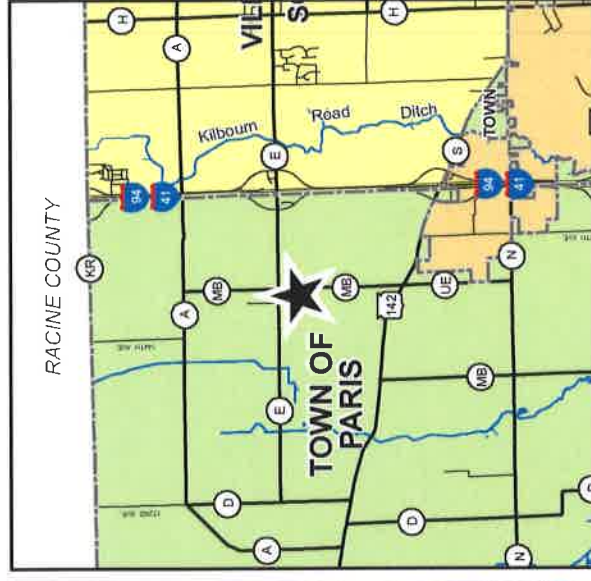
TAX PARCEL(S): #30-4-220-333-0301

### REQUEST:

Requesting a rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist. & C-2 Upland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., R-1 Rural Residential Dist., C-2 Upland resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist.



1 inch = 500 feet




**Kenosha**



**County**

**BOARD OF SUPERVISORS**

**ORDINANCE NO. \_\_\_\_\_**

Subject: Michael D. & Lisa J. Maxon, 1333 136 <sup>th</sup> Ave., Union Grove, WI 53182-9416 (Owner), requesting a rezoning from A-1 Agricultural Preservation Dist. & R-2 Suburban Single-Family Residential Dist. to R-2 Suburban-Density Residential Dist. on Tax Parcel #45-4-221-132-0305, located in the NW ¼ of Section 13, T2N, R21E, Town of Paris			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

**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 #45-4-221-132-0305, located in the NW ¼ of Section 13, T2N, R21E, Town of Paris, be changed as follows:

from A-1 Agricultural Preservation Dist. & R-2 Suburban Single-Family Residential Dist. to R-2 Suburban-Density Residential Dist.


**Michael D. & Lisa J. Maxon (Owner)**

**Description:** See Exhibit #1 (attached).

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

Approved by:


PLANNING, DEVELOPMENT  
& EXTENSION EDUCATION  
COMMITTEE

  
Daniel Gaschke, Chair

\_\_\_\_\_  
Amy Maurer, Vice Chair

  
Sandra Beth

\_\_\_\_\_  
Gabe Nudo

  
Zach Rodriguez

Aye   No   Abstain   Excused

☒   ☐   ☐   ☐

☐   ☐   ☐   ☒

☒   ☐   ☐   ☐

☐   ☐   ☐   ☒

☒   ☐   ☐   ☐



## REZONING SITE MAP

### PETITIONER(S):

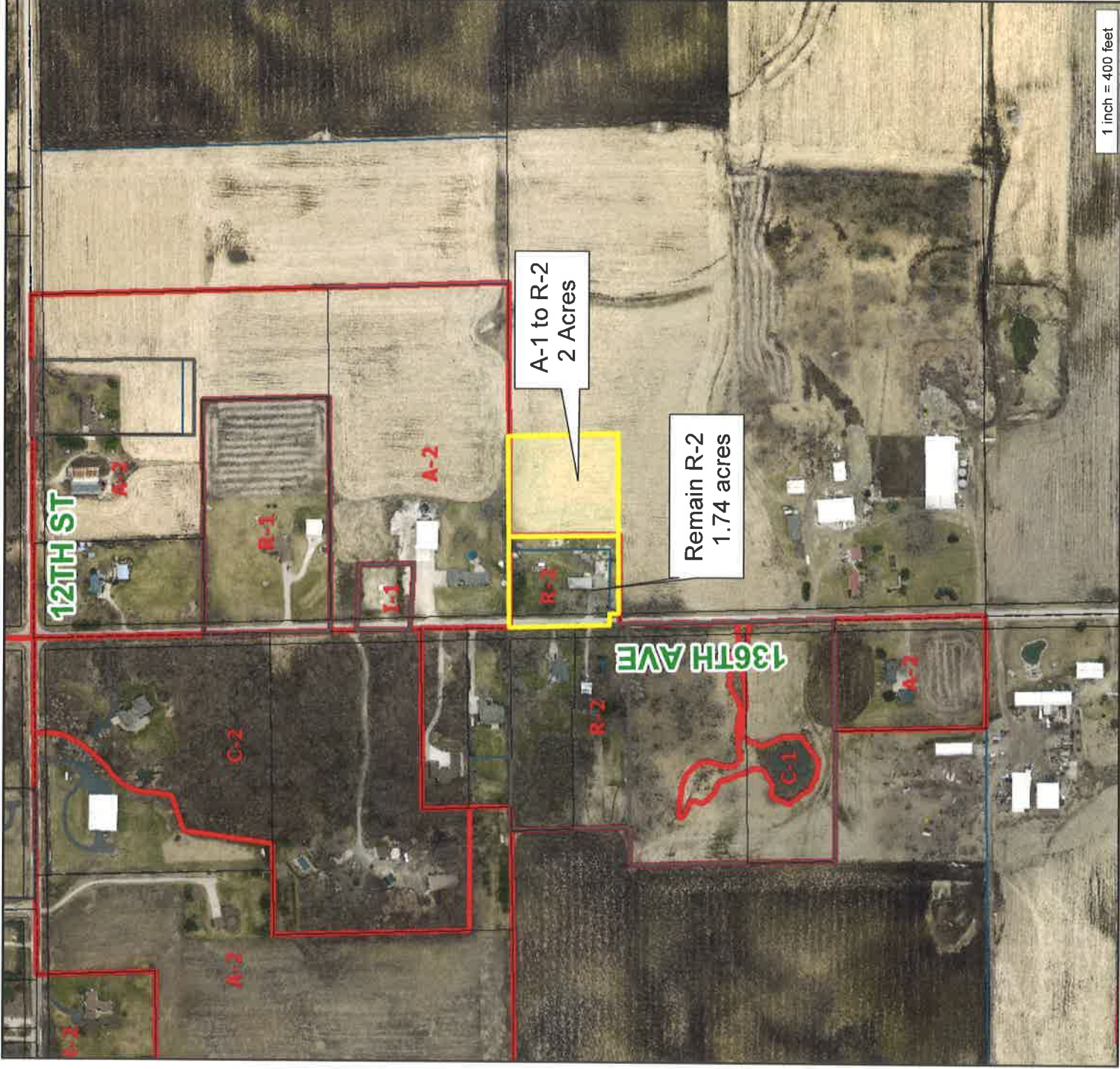
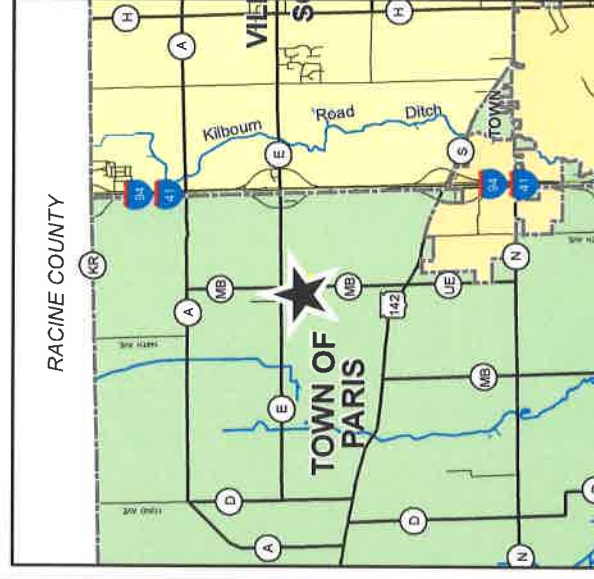
Michael D. & Lisa J. Maxon (Owner)

LOCATION: NW 1/4 of Section 13  
Town of Paris

TAX PARCEL(S): #45-4-221-132-0305


### REQUEST:

Requesting a rezoning from A-1 Agricultural Preservation Dist. & R-2 Suburban Single-Family Residential Dist. to R-2 Suburban-Density Residential Dist.



1 inch = 400 feet

**KENOSHA COUNTY  
BOARD OF SUPERVISORS  
RESOLUTION NO. \_\_\_\_\_**

<b>Subject: FY2020 Law Enforcement Justice Assistance Grant (JAG) Award</b>			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted	
Submitted By: <b>Judiciary &amp; Law Enforcement Committee &amp; Finance/Administration Committee</b>			
Fiscal Note Attached: X		Legal Note Attached <input type="checkbox"/>	
Prepared By: <b>Robert Hallisy, Captain of Field Operations</b>		Signature: 	

WHEREAS, the Kenosha County Sheriff's Department has been awarded \$13,024 from the federal Law Enforcement Justice Assistance Grant (JAG) program through the US Department of Justice, Bureau of Justice Assistance, and

WHEREAS, these funds have been made available to the Kenosha County Sheriff's Department through a Memorandum of Understanding (MOU) of an agreed upon 60/40 split of the amount awarded to the City of Kenosha totalling \$32,560, and

WHEREAS, the funds earmarked for the Sheriff's Department will be used to purchase AED's (Automatic Electronic Defibrillators) to help save lives in the County.

WHEREAS, the spending period for this award begins on October 1, 2019 and expires on September 2023, and

WHEREAS, the City of Kenosha is the fiduciary of this grant program, responsible for the application and subsequent financial and programmatic reporting to the federal Bureau of Justice Assistance and will, upon request, reimburse the Sheriff's Department for the expenditures herein, and

WHEREAS, this grant will not require a local match of funds, and

WHEREAS, this budget modification will not require any additional tax levy dollars.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the 2020 JAG grant award of \$13,024; modifying revenue and expenditure as per the budget modification form, which is incorporated herein by reference.


BE IT FURTHER RESOLVED, that any unobligated grant funds remaining available at year end be hereby authorized for carryover to subsequent years until such time as the grant funds are expended in accord with the JAG grant requirements, and that the administration shall be authorized to modify the grant fund appropriation among various budget and expenditure appropriation units within the Sheriff's Department budget in accordance with all Federal and State regulations of the JAG program and in compliance with generally accepted accounting principles.

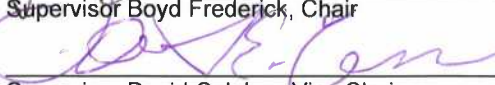
Note: This resolution requires no funds from the general fund. It increases revenues by \$13,024 and increases expenditures by \$13,024.

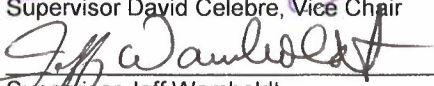


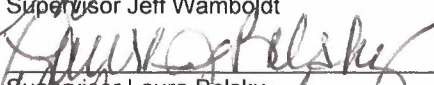
<b>Subject: FY2020 Law Enforcement Justice Assistance Grant (JAG) Award</b>			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted	
Submitted By: <b>Judiciary &amp; Law Enforcement Committee &amp; Finance/Administration Committee</b>			

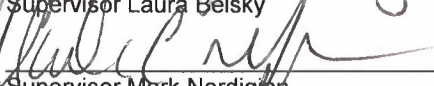
Respectfully Submitted,  
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

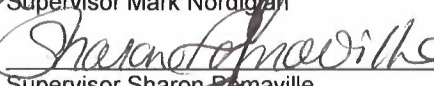
  
Supervisor Boyd Frederick, Chair


  
Supervisor David Celebre, Vice Chair

  
Supervisor Jeff Wamboldt

  
Supervisor Laura Belsky


  
Supervisor Mark Nordigan


  
Supervisor Sharon Demaville

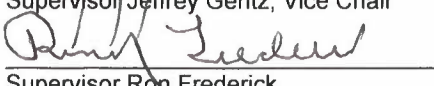
  
Supervisor Jerry Guley

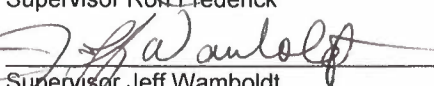
<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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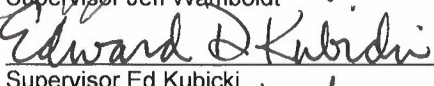
FINANCE/ADMINISTRATION COMMITTEE

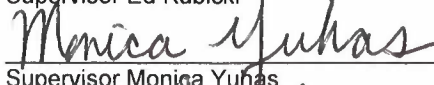
  
Supervisor Terry Rose, Chair

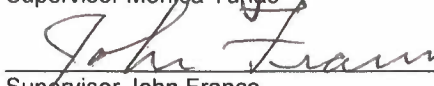
  
Supervisor Jeffrey Gentz, Vice Chair

  
Supervisor Ron Frederick

  
Supervisor Jeff Wamboldt

  
Supervisor Ed Kubicki

  
Supervisor Monica Yuhus

  
Supervisor John Franco

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

Kenosha County  
Administrative Proposal Form

**1. Proposal Overview**

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

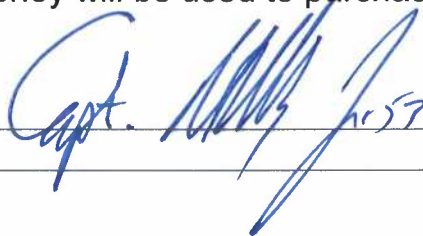
A resolution to accept \$13,024 of grant funds offered through the federal Bureau of Justice Assistance Grant program (JAG).

This is an annual formula grant offered to the City of Kenosha whereby the County of Kenosha is considered a disparate jurisdiction and can share the grant funds awarded by and agreement between the City and County.

The total funds offered to the City of Kenosha is \$32,560.

This resolution recognizes \$13,024, a 60/40 split of the funds to be used for Law Enforcement Equipment. This money will be used to purchase AED's (Automatic Electronic Defibrillators).

Dept./Division Head Signature: \_\_\_\_\_



Date: 9-14-2020

**2. Department Head Review**

Comments:

Recommendation: Approval ☐ Non-Approval ☐

Department Head Signature: \_\_\_\_\_



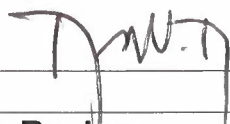
Date: 9-14-2020

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: \_\_\_\_\_



Date: 9/18/20

**4. County Executive Review**

Comments:

Action: Approval ☐ Non-Approval ☐

Executive Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Revised 01/11/2001 (5/10/01)

**DISTRIBUTION**

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

Kenosha County Sheriff's Department  
Application #  
BJA FY2020 Edward Byrne Memorial  
Justice Assistance Grant (JAG)  
Project Title: Automatic Electronic Defibrillators (AED's)  
Purpose Area: Law Enforcement  
Type of Program: Equipment

Program Narrative

The federal Edward Byrne Memorial Justice Assistance Grant program provides critical funding for Kenosha County Sheriff's Department (KSD) to support law enforcement equipment. This round of funding will be used to purchase Automatic Electronic Defibrillators (AED's) for assisting the public with health issues. The department is adding to its current fleet and this funding opportunity will allow the department to purchase AED's that are needed to up fit the new vehicles.

Kenosha County is located in the southeast corner of the State of WI with a population of 166,426 (2010 Census) and is positioned between two large municipalities: Milwaukee, WI to the north and Chicago, IL to the south, both within 1 hour travel. Kenosha County also is a part of the north-south corridor of Interstate 94, a major thoroughfare. The Kenosha County Sheriff's Department has patrol jurisdiction of the entire 272 square miles of the county.

Utilizing the annual JAG program funding opportunity, we've purchased three (3) AED's in 2007 and eight (8) AED's in 2012.

In 2018, the Sheriff's Department had included in their operating budget to afford to purchase twenty one (21) additional AED's.

In 2019, the Sheriff's Department purchased eleven (11) additional AED's using the JAG program funding opportunity;

In 2020, the Sheriff's Department will utilize the grant funding to afford the purchase of ten (10) additional AED's.

With the inclusion of this request for ten (10) more AED's we will continue to build our inventory to equip the new squads as we continue to add to our fleet.

**Goal:** Increase the quantity of our inventory of AED's in order to provide enough devices to equip the new squads.

As a disparate jurisdiction under the FY2020 JAG Byrne grant program, Kenosha County, will set-aside 3% (\$391.00) of our sub-recipient amount of \$13,024 toward expenses incurred in order for the Kenosha County Sheriff's Department to become NIBRS compliant by September 30, 2023.

**Goal:** To utilize the \$391.00 of 'set-aside' funds awarded in the FY2020 JAG grant program to cover costs of software/hardware/labor costs to implement the move from UCR data reporting elements to NIBRS reporting format for crime statistics.

Assessment/Evaluation



Performance measures will be dictated by accomplishing purchasing the AED's and installing them in the new squads as we move through the year. It will include demonstrating procurement and inventory control and staff training, if necessary.

Evaluation of the project will include determining the number of AED's that will still be needed to up fit the newly added fleet. Also, an assessment will be made as to the progress of the data conversion tasks that must be undertaken with our records management system to move from UCR crime reporting data to the NIBRS crime reporting data elements.

#### Sustainability

Additional purchases may be required, once this funding expires, to continue adding to our inventory of AED's to be able to up fit new squads that will be added to our fleet in the future.

It is the intent of the Sheriff's Department to continue to utilize funds provided through the federal BJA Edward Byrne Memorial JAG annual formula grant to build our inventory of the AED's.

Annually, local levy funding and other non-levy revenue sources may be planned, through the Sheriff's operating budget process, to afford repairs and accessories for the current inventory of CED devices. It is estimated that that no more than \$1,800 per year will be necessary for repair/supply needs.

#### Project Identifiers

This program for spending activities can be associated with the following Project Identifiers:

- Equipment-General
- Policing
- Standards

# Budget Summary

## Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$11,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,950
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$391	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$391
<b>Total Direct Costs</b>	<b>\$12,341</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,341</b>
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Costs</b>	<b>\$12,341</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,341</b>
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

FUNDING SOURCE: BJA FY2020 EDWARD BYRNE MEMORIAL - Justice Assistance Grant (JAG) Program

Grant Application #: 2020-H7703-WI-DJ

Spending Period: October 01, 2019 thru September 30, 2023

KSD Share of Grant Funds: \$13,024

AX Acct: 2130.530050

Award #:

Grant		Description	QTY-Planned	Proposed		QTY Purchased	Actual Price EA	P.O. Issued	Item Received	Invoice	Date Paid	Check #
Item #	Budget Category			Price Each	Total Proposed					Amount		
1	SUPPLIES	Automatic External Defibrillators	10	\$1,195	\$11,950					\$ -		
2	OTHER	NIBRS Set Aside Funds - 3% of award share (Used for cost of Training for NIBRS reporting)			\$391.00							
					\$12,341							
										\$ -	Total Expenditures -FINAL	
										\$13,024	Grant Funding Awarded	
										\$13,024.00	Unspent Grant funds	
											(Will not spend down; we will	

Prepared: 7/29/2020

**KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM**

Prepared:

DEPT/DIVISION: **SHERIFF** **2020**

DOCUMENT # _____	G/L DATE _____
BATCH # _____	ENTRY DATE _____

PURPOSE OF BUDGET MODIFICATION (REQUIRED): Increase Expense and Revenue budgets by \$13,024 to acknowledge anticipated award for the 2020 federal Justice Assistance Grant; passed through the City of Kenosha.

(1) MAIN ACCOUNT DESCRIPTION EXPENSES	(2)						BUDGET CHANGE REQUESTED		(5) ADOPTED BUDGET	(6) CURRENT BUDGET	(7) ACTUAL EXPENSES	AFTER TRANSFER	
	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	PROJECT	SUB-PROJECT	(3) EXPENSE INCREASE (+)	(4) EXPENSE DECREASE (-)				(8) REVISED BUDGET	(9) EXPENSE BAL AVAIL
Machy/Equip >\$100<\$5000	100	210	2130	530050			13,024		39,803	39,803	29,004	52,827	23,823
EXPENSE TOTALS							13,024	0	39,803	39,803	29,004	52,827	23,823

REVENUES	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
JAG-US Dept of Justice	100	210	2130	442795		13,024	0	0	13,024
REVENUE TOTALS					0	13,024	0	0	0

**COLUMN TOTALS (EXP TOTAL + REV TOTAL)**

13,024 13,024

PREPARED BY: Jadeen Kane

DIVISION HEAD: Capt. [Signature]

DATE: 9/14/2020

DEPARTMENT HEAD: [Signature]

DATE: 9-14-2020

FINANCE DIRECTOR: [Signature] 9/18/20

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

COUNTY EXECUTIVE: [Signature] DATE: 9/22/20

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

Please fill in all columns:

- (1) & (2) Main Account information as required
- (3) & (4) Budget change requested
- (5) Original budget as adopted by the board
- (6) Current budget (original budget w/past mods.)
- (7) Actual expenses to date
- (8) Budget after requested modifications
- (9) Balance available after transfer (col 8 - col 7).



## Jasleen Kaur

---

**From:** David Beth  
**Sent:** Tuesday, July 14, 2020 12:44 PM  
**To:** Justin Miller; Marc Levin; Jasleen Kaur  
**Subject:** Fwd: JAG Grant  
**Attachments:** image001.jpg; ATT00001.htm; fy20-jag-local-allocations-wi.pdf; ATT00002.htm

Sent from my iPhone

Begin forwarded message:

**From:** "Miskinis, Daniel" <dgm398@kenoshapolice.com>  
**Date:** July 14, 2020 at 12:38:47 PM CDT  
**To:** David Beth <David.Beth@kenoshacounty.org>  
**Subject:** JAG Grant

Dave, this year's JAG award split, based on past percentages, is \$13,024 for KSD and \$19,536 for KPD. If this remains agreeable, we can start getting all of the paperwork prepared. Deputy Chief Larsen is the contact person for KPD and will coordinate submission.

Dan

**Chief Daniel Miskinis**  
Kenosha Police Department  
(262) 605-5232 Office



# COUNTY OF KENOSHA

## OFFICE OF THE SHERIFF

David G. Beth  
Sheriff

1000 55th Street  
Kenosha, WI 53140  
(262) 605-5100  
Fax: (262) 605-5130

FY 2020 Edward Byrne Memorial Justice Assistance Grant Program

2020-H7703-WI-DJ

### **Disclosure of Pending Applications**

As of July 29, 2020, the Kenosha County Sheriff's Department does not have any pending applications for federally funded assistance that includes a request for funding, or support, the same project being proposed under this solicitation or that will cover the identical cost outlined in the budget narrative and worksheet in the application under this solicitation.

U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance



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## Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2020 Local Formula Solicitation

CFDA #16.738

**Solicitation Release Date: July 9, 2020**

**Application Deadline: 11:59 p.m. eastern time on August 19, 2020**

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the OJP Grant Application Resource Guide.

### Eligibility

The following entities are eligible to apply:

- Units of local government

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Eligible allocations under JAG are posted annually on the JAG web page. See the allocation determination and Units of Local Government requirements section for more information.

**Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1,**

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Note that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

### **BJA Areas of Emphasis**

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on addressing violent crime, enforcing firearms laws, officer safety and wellness, safe policing for safe communities, and fentanyl detection. BJA encourages each recipient of a FY 2020 JAG award to join federal law enforcement agencies across the board in addressing these challenges. Additional details on the BJA areas of emphasis can be found on the [JAG Resource Page](#).

### **Limitations on the Use of JAG Funds**

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out in [34 U.S.C. § 10152](#).

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft\*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

\*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

For a list of prohibited expenditures under JAG and information about requesting BJA certification for a prohibited item (including unmanned aircraft, unmanned aerial vehicles, and/or unmanned aerial systems purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the JAG Prohibited Guidance section of the [JAG Resource Page](#) or the [JAG FAQs](#).

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

award include suspension or termination of the award, placement on the DOJ high-risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

### **Objectives**

In general, the FY 2020 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

As discussed in more detail in the General Information about Post-federal Award Reporting Requirements discussion, a unit of local government that receives a FY 2020 JAG award will be required to produce various types of reports and to submit data related to performance measurement and accountability.

The objectives are directly related to the JAG Program performance measures described at <https://bjapmt.ojp.gov/help/jagdocs.html> and demonstrate the results of the work completed, as discussed under What an Application Should Include.

### **Evidence-based Programs or Practices**

OJP strongly emphasizes the use of data and evidence in policy making and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the OJP Grant Application Resource Guide.

A useful matrix of evidence-based policing programs and strategies is available through the BJA-supported Matrix Demonstration Project. It offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA Innovation Suite of programs, including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see <https://www.bja.gov/Programs/CRPPE/innovationssuite.html>). BJA encourages units of local government to use JAG funds to develop and implement these crime innovation strategies, including effective partnerships with universities and research partners and with nontraditional criminal justice partners.

### **Information Regarding Potential Evaluation of Programs and Activities**

Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under the JAG Program. For additional information, see the OJP Grant Application Resource Guide section, entitled, "Information Regarding Potential Evaluation of Programs and Activities."

## **B. Federal Award Information**

Maximum number of awards BJA expects to make	1,058
Period of performance start date	October 1, 2019
Period of performance duration	2 or 4 years

**Category 1 – Eligible Allocation Amounts of Less than \$25,000 (Competition ID BJA-2020-18275)** – Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint

(disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length, and performance periods will be from October 1, 2019 through September 30, 2021. Extensions of up to two years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

**Category 2 – Eligible Allocation Amounts \$25,000 or More (Competition ID BJA-2020-18276)**

– Units of local government that are listed on the [JAG web page](#) as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length, and performance periods will be from October 1, 2019 through September 30, 2023. Extensions beyond this period may be made on a case- by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

**Type of Award**

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

**Financial Management and System of Internal Controls**

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements<sup>1</sup> as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

**Budget Information**

**Cost Sharing or Match Requirement**

The JAG Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

**Pre-agreement Costs (also known as Pre-award Costs)**

**Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**

**Costs Associated with Language Assistance (if applicable)**

**C. Eligibility Information**

For information on eligibility, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

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<sup>1</sup> The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.

- (c) Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice juvenile justice agencies in the state.
- (d) Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under " Objectives" in Section A. Program Description.

Applicants should visit OJP's performance measurement page at [www.ojp.gov/performance](http://www.ojp.gov/performance) for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Post award, recipients will be required to submit quarterly performance measures through BJA's PMT, located at <https://bjapmt.ojp.gov>. The application should describe the applicant's plan for collection of all of the performance measurement data listed in the JAG performance measures at <https://bjapmt.ojp.gov/help/jagdocs.html>.

#### **Note on Project Evaluations**

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the OJP Grant Application Resource Guide.

**Please see the OJP Grant Application Resource Guide for information on the following:**

#### **4. Budget Information and Associated Documentation**

**Please note that the budget narrative should include a full description of all costs, including funds set aside for the NIBRS project(s) and administrative costs (if applicable).**

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute.

Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.



and for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

OJP will not deny an application for a FY 2020 award for failure to submit these required responses by the application deadline, but a recipient will not receive award funds (and its award will include a condition that withholds funds) until it submits these responses.

### **How to Apply**

An applicant must submit its application through the Grants Management System (GMS), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation in the OJP Grant Application Resource Guide.

## **E. Application Review Information**

### **Review Process**

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the OJP Grant Application Resource Guide for information on the application.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

**Important note on FAPIIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## **F. Federal Award Administration Information**

Please see the OJP Grant Application Resource Guide for information on the following:

Federal Award Notices

Administrative, National Policy, and Other Legal Requirements

Performance measurement data must be submitted through BJA's Performance Measurement Tool (PMT). The performance measures are available at: <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of local government must submit quarterly performance measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

## **G. Federal Awarding Agency Contact(s)**

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

## **H. Other Information**

**Please see the OJP Grant Application Resource Guide for information on the following:**

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

Provide Feedback to OJP

### **Certain Relevant Federal Laws, as in Effect on February 26, 2020**

See the JAG Resource Page for more information.

**Eligibility Requirement:**

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

**What an Application Should Include:**

- ☐ Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- ☐ Intergovernmental Review (see page 10)
- ☐ Program Narrative (see page 10)
- ☐ Budget Detail Worksheet (including Budget Narrative) (see page 11)
- ☐ Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- ☐ Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- ☐ Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure of Pending Applications (see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (see [OJP Grant Application Resource Guide](#)) (if applicable)
- ☐ Research and Evaluation Independence and Integrity (if applicable) (see [OJP Grant Application Resource Guide](#))
- ☐ Certifications and Assurances by Chief Executive (see page 12)
- ☐ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (see page 12)

## 2020 WISCONSIN LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2020 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3)

Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
WI	BROWN COUNTY	County	*	
WI	GREEN BAY CITY	Municipal	\$44,710	\$44,710
WI	DANE COUNTY	County	*	
WI	MADISON CITY	Municipal	\$83,389	\$83,389
WI	EAU CLAIRE COUNTY	County	*	
WI	EAU CLAIRE CITY	Municipal	\$15,062	\$15,062
WI	FOND DU LAC COUNTY	County	*	
WI	FOND DU LAC CITY	Municipal	\$10,398	\$10,398
WI	KENOSHA COUNTY	County	*	
WI	KENOSHA CITY	Municipal	\$32,560	\$32,560
WI	LA CROSSE COUNTY	County	*	
WI	LA CROSSE CITY	Municipal	\$12,418	\$12,418
WI	MARATHON COUNTY	County	*	
WI	WAUSAU CITY	Municipal	\$10,576	\$10,576
WI	MILWAUKEE COUNTY	County	*	
WI	MILWAUKEE CITY	Municipal	\$808,374	
WI	WEST ALLIS CITY	Municipal	\$18,003	\$826,377
WI	OUTAGAMIE COUNTY	County	*	
WI	APPLETON CITY	Municipal	\$18,597	\$18,597
WI	RACINE COUNTY	County	*	
WI	RACINE CITY	Municipal	\$39,452	\$39,452
WI	ROCK COUNTY	County	*	
WI	BELOIT CITY	Municipal	\$14,913	
WI	JANESVILLE CITY	Municipal	\$14,408	\$29,321
WI	SHEBOYGAN COUNTY	County	*	
WI	SHEBOYGAN CITY	Municipal	\$14,260	\$14,260
WI	WINNEBAGO COUNTY	County	*	
WI	OSHKOSH CITY	Municipal	\$12,269	\$12,269



# Kenosha



# County

## BOARD OF SUPERVISORS

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

Subject: **RESOLUTION TO APPROVE THE APPOINTMENT OF JOSHUA BARKER TO SERVE ON THE KENOSHA JOINT SERVICES BOARD**

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted	
Submitted By: <b>Judiciary &amp; Law Enforcement Committee</b>			
Fiscal Note Attached:		Legal Note Attached <input type="checkbox"/>	
Prepared By: Michelle Hicks		Signature: <i>Michelle Hicks</i>	

WHEREAS, pursuant to County Executive Appointment 2020/21-8, the County Executive has appointed Joshua Barker to serve on the Kenosha Joint Services Board; and

WHEREAS, the Judiciary & Law Enforcement Committee of the Kenosha County Board of Supervisors has reviewed the request of the County Executive for confirmation of the above named to serve on the Kenosha Joint Services Board and is recommending to the Kenosha County Board the approval of the appointment,

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Joshua Barker to the Kenosha Joint Services Board. Mr. Barker's appointment shall be effective immediately and shall continue until the 1<sup>st</sup> day of May, 2023, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mr. Barker will serve without pay. He will be succeeding Mark Modory.

Respectfully Submitted,  
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Supervisor Boyd Frederick, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor David Celebre, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeff Wamboldt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Laura Belsky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Mark Nordigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Sharon Pomaville	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jerry Gulley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



# COUNTY OF KENOSHA

## OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

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

Kenosha, Wisconsin 53140

(262) 653-2600

Fax: (262) 653-2817

## ADMINISTRATIVE PROPOSAL

### COUNTY EXECUTIVE APPOINTMENT 2020/21-8

#### RE: KENOSHA JOINT SERVICES BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Mr. Joshua Barker  
4615 52<sup>nd</sup> Avenue, Apt. B  
Kenosha, WI 53144

to serve a three-year term on the Kenosha Joint Services Board, beginning immediately upon confirmation of the County Board and Common Council and continuing until the 1<sup>st</sup> day of May, 2023 or until a successor is appointed by the County Executive and the Mayor of the City of Kenosha and confirmed by the Kenosha County Board of Supervisors and the Common Council of the City of Kenosha.

Mr. Barker will serve without pay.

Mr. Barker will be succeeding Mark Modory.

Respectfully submitted this 13<sup>th</sup> day of August, 2020.

Jim Kreuser

Kenosha County Executive



JOHN M. ANTARAMIAN  
Mayor

August 5, 2020

Jim Kreuser  
Office of the County Executive  
1010-56<sup>th</sup> Street  
Kenosha WI 53140

Dear Mr. Kreuser;

I would like to nominate Joshua Barker for appointment to the Kenosha Joint Services Board of Directors, to serve as the joint City/County appointee.

If approved by both the City of Kenosha Common Council and the Kenosha County Board of Supervisors, Mr. Barker's term will expire on May 1, 2023. The appointment will be placed on the Common Council agenda for consideration at the meeting of August 17<sup>th</sup>.

Sincerely,  
CITY OF KENOSHA

John M. Antaramian  
Mayor

JMA:pml

cc: Joshua Barker

COUNTY OF KENOSHA  
OFFICE OF THE COUNTY EXECUTIVE  
JIM KREUSER

APPOINTMENT PROFILE  
KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: Joshua Jeremy Barker  
First Middle Last

Residence Address: 4615 52nd Ave Apt. B Kenosha, WI 53144

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

Occupation: Kenosha Unified School District Student Support Specialist  
Company Title

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

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

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

Mailing Address Preference: Business ( ) Residence ( )

Email Address: \_\_\_\_\_

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

If yes, please attach a detailed document.

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

African American Youth Initiative - Leadership Council / KUSD  
Kenosha County Gang Task Force - Kenosha County  
- K.U.S.D/Community Crisis Mobilization Team - Team Lead KUSD

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\*If more space is needed, please attach another sheet.  
Kenosha County Commissions, Committees, & Boards  
Appointment Profile - Page 2

Nominee's Supervisory District

14



Governmental Services: List services with any governmental unit.

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

EDGE Taskforce (Business)  
Eliminating Drugs and Gangs through Education

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

  
Signature of Nominee

08/06/2020  
Date

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

(For Office Use Only)

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

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

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

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

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

# Joshua Barker

---

4615 52<sup>nd</sup> Ave Apt. B | 262-412-8226 | joshbarker7282@gmail.com

- *Dedicated Student Support Specialist with excellent communication skills and extensive knowledge in community involvement.*

## UW-PARKSIDE 2013

- *Related coursework: Criminal Justice*

## BRADFORD HS 2001

- *Related coursework: High School Diploma*

## STUDENT SUPPORT SPECIALIST | INDIAN TRAIL HIGH SCHOOL & ACADEMY | 2013-PRESENT

- *Manage student interaction in classroom settings*
- *Support administrators in keeping staff and students safe*
- *Developed and manage support programs for at-risk students to maintain personal and academic success*
- *Co- coordinate registration, Senior Scholarship Awards Program, and Graduation*
- *Team lead for restorative justice practices, Student Voices, A.A.M.I. (African American Male Initiative), PBIS Tier II interventions, and M.I.T.A. (Mahone and Indian Trail Academy) Mentors.*
- *Team lead and active member of KUSD/Community Crisis Mobilization Team*
- *Active member of Kenosha County Gang Taskforce through DCFS*
- *Active member of Racine E.D.G.E. Gang Taskforce*
- *Supervise and assist children through Boys & Girls Club Summer Youth Employment through Kenosha County*
- *Proficient in Word, Excel, Outlook, all aspects of Google Drive applications, and standard office equipment.*
- *Proficient with KUSD Infinite Campus*
- *Exceptional communication skills*
- *Competent multi-tasker*
- *Adhere to FERPA regulations pertaining to student confidentiality*
- *Asked as a resource to assist in developing the Racine E.D.G.E. Taskforce coordinated by RUSD Chief of School*


## LEAD PASTEURIZER | ROUNDYS' SUPERMARKETS INC | 2006-2011

- *Pasteurized Dairy Products*
- *Managed multiple crew members ensuring safe and quality production*
- *Operated processing machines and fill lines*

# KENOSHA COUNTY BOARD OF SUPERVISORS

## RESOLUTION NO.

Subject: <b>PROBATIONARY CABARET LICENSE: Wilmot Mountain – VR WM Holdings LLC, Agent Brandon Swartz</b>
--

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 <sup>nd</sup> Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted:	
Submitted By: <b>Judiciary &amp; Law Enforcement Committee</b>			
Fiscal Note Attached: <input type="checkbox"/>		Legal Note Attached: <input type="checkbox"/>	
Prepared By: <b>Robert Hallisy, Jr. Captain of Operations</b>		Signature: 	

WHEREAS, the application of **Brandon Swartz - Agent** for a probationary cabaret license for **Wilmot Mountain 11931 Fox River Road Wilmot, Wisconsin**, in the Town of **Randall**, was made during the month of **September of 2020**, was turned over to the Kenosha Sheriff's Office on **September 9, 2020**, and,

WHEREAS, said applicant has paid to the Kenosha County Treasurer's Office the application fee of \$200.00, and


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

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

NOW, THEREFORE BE IT RESOLVED, that because this is the initial application by the license holder, a probationary license be granted to **Brandon Swartz of Wilmot Mountain** for **six months**.

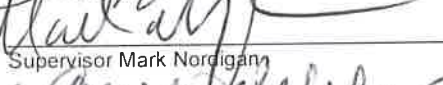
Respectfully Submitted,

### JUDICIARY AND LAW ENFORCEMENT COMMITTEE


  
Supervisor Boyd Frederick, Chairperson

  
Supervisor David Celebre, Vice Chairperson

  
Supervisor Jeff Wamboldt

  
Supervisor Mark Nordigan

  
Supervisor Laura Belsky

  
Supervisor Sharon Pennaville

  
Supervisor Jerry Gulley

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



# Kenosha County Sheriff's Department

## Summary

Print Date/Time: 09/22/2020 13:33  
Login ID: kcad\rhallisy  
Case Number: 2020-00335058

Kenosha County Sheriff's Department  
ORI Number: WI0300000

### Case

Case Number: 2020-00335058  
Location: 11931 FOX RIVER RD  
WILMOT, WI 53192  
Reporting Officer ID: 290 - Beckstrom

Incident Type: Service  
Occurred From: 09/16/2020 12:22  
Occurred Thru: 09/16/2020 12:22  
Disposition:  
Disposition Date:  
Reported Date: 09/16/2020 12:22 Wednesday

### Offenses

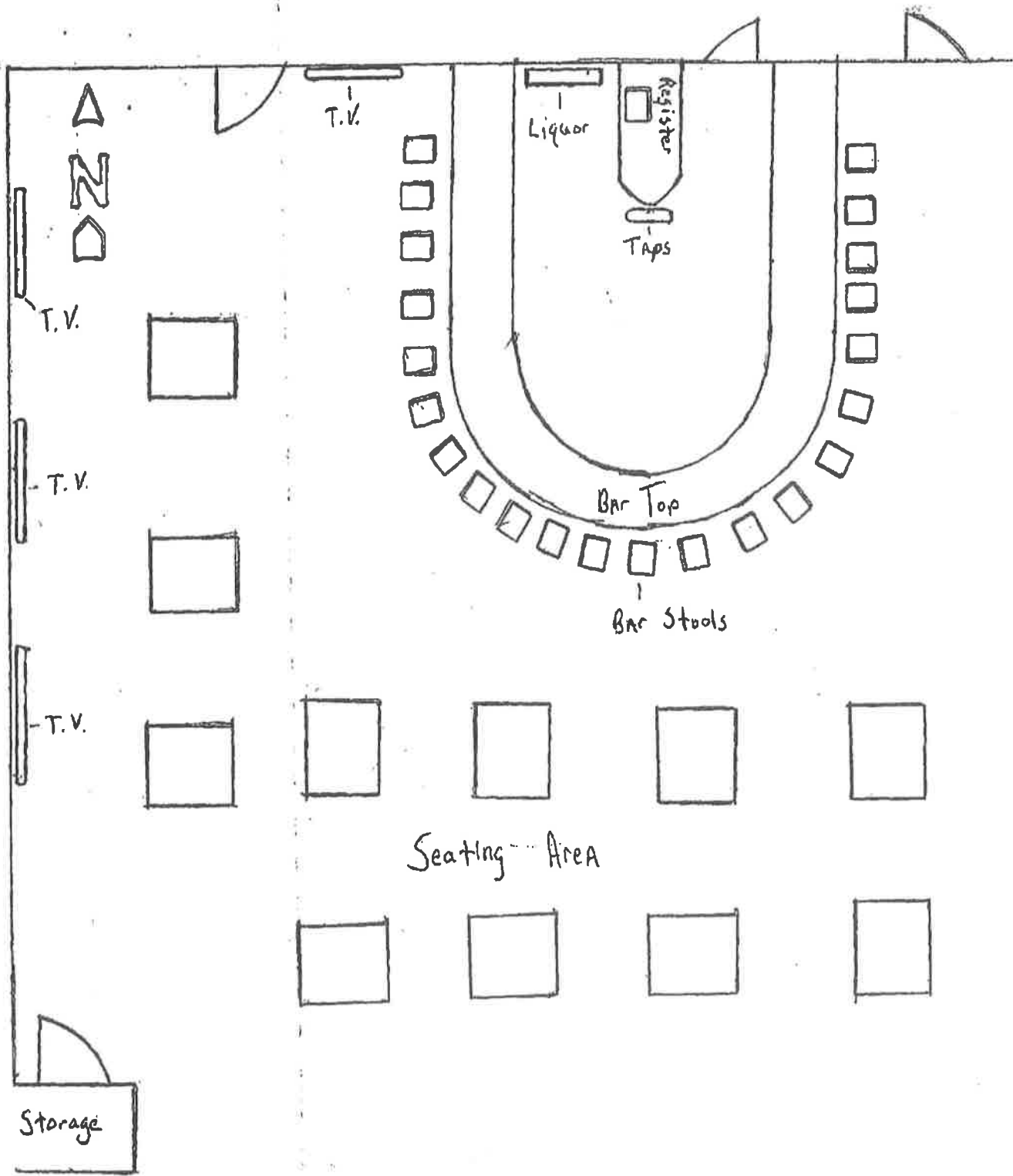
No.	Group/ORI	Crime Code	Statute	Description	Counts
-----	-----------	------------	---------	-------------	--------

### Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
------	------	------	------	-------	-------------	---------	----------

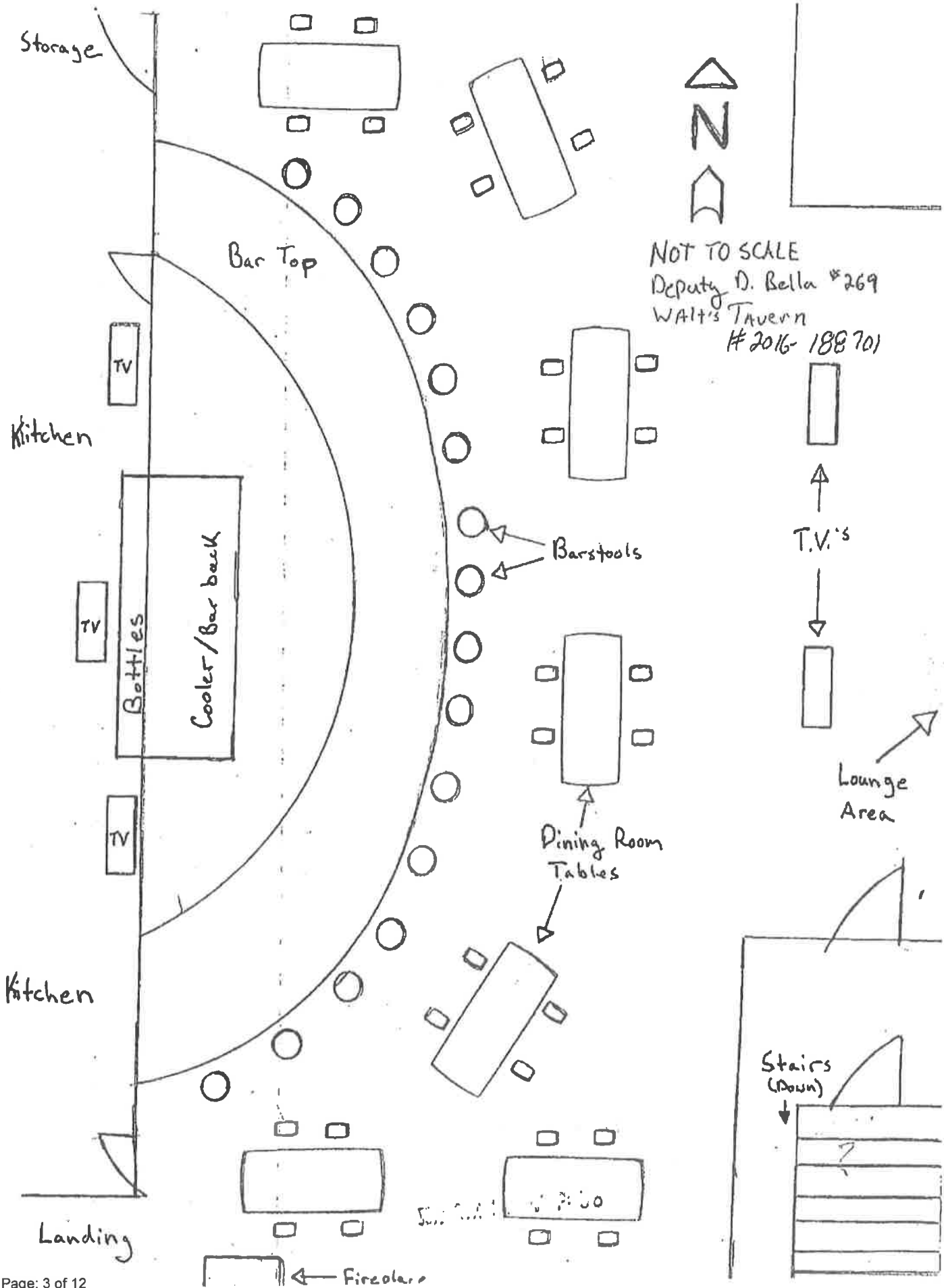
Routing:

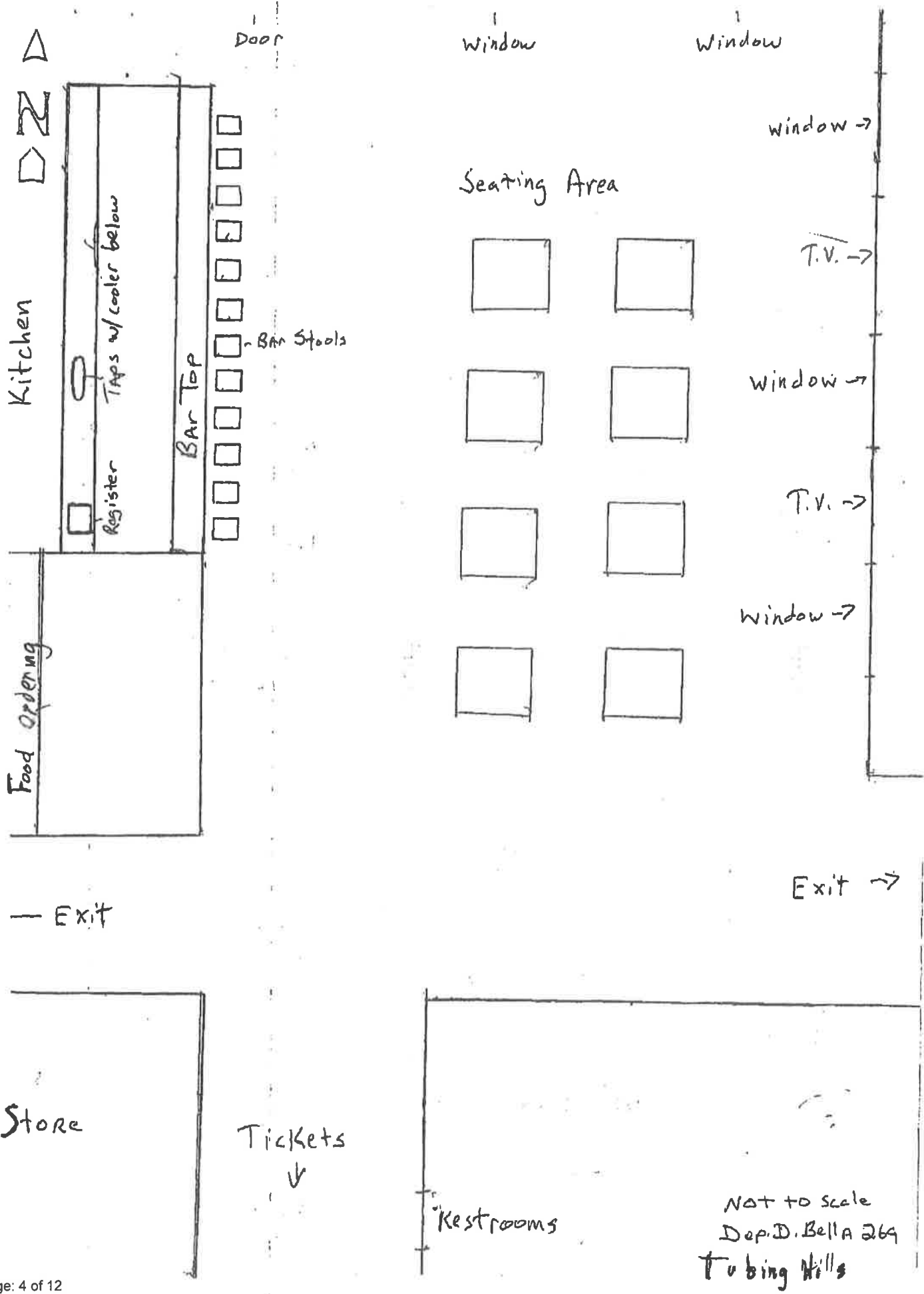




. Main Ski Lodge Hallway

Not to Scale  
Dra. D. Bellin 269  
Ski Hill Grill + Bar





NOT TO SCALE  
Dep. D. Bella 264  
Tubing Hills

BLB Combination Class B Retail License  
Wisconsin Department of Revenue, Income, Sales & Excise Tax Division

COMBINATION  
FORM

No. **2020/2021 - 003**  
\$290.00

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

**WHEREAS**, the local governing body of the **TOWN of RANDALL**, County of **KENOSHA**, Wisconsin, has, upon application duly made, granted and authorized the issuance of a Retail Class "B" License to **VR WM Holdings, LLC, Brandon Swartz, Agent** to sell Fermented Malt Beverages as defined by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the Treasurer the sum of **\$120.00** for such Class "B" Retailer's Fermented Malt Beverage License as required by local ordinances, **AND WHEREAS**, the local governing body has granted and authorized the issuance of a "Class B" Intoxicating Liquor License to said applicant to sell intoxicating liquor as defined in and pursuant to Chapter 125.51(3) of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of **\$170.00** for such "Class B" Intoxicating Liquor License as provided by local ordinances and has complied with all the requirements necessary for obtaining such licenses,

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

**FOR THE PERIOD** from July 1, 2020 thru June 30, 2021.

Given under my hand and the corporate seal of the  
**TOWN of RANDALL**  
**COUNTY of KENOSHA**  
this 22<sup>nd</sup> day of June 2020

  
Callie Rucker, Town Clerk

## APPLICATION FOR PROBATIONARY CABARET LICENSE

## Kenosha County, Wisconsin

DATE: 7/28/20

## TO THE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Wilmot Mountain (VRM Holdings, LLC) 11931 Fox River Road  
Name of Premises Address

PO Box 427 Wilmot, WI 53192  
Mailing Address Zip Code

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

Brandon Swartz  
PRINT LICENSE HOLDER'S NAME

[Signature]  
Signature of Applicant (Must be license holder)

262-862-2301 ext 106  
Day-time Telephone Number

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

**NOTE: AN UPDATED LIQUOR LICENSE MUST BE FILED WITH THE CLERK'S OFFICE FOLLOWING RENEWAL IN JULY**



**VR US Holdings, Inc**

390 Interlocken Crescent Broomfield CO 80021  
(303) 404-1800

US BANK EAST GRAND FORKS  
303 Third Street NW  
East Grand Forks, MN 56721

2020-08-27 15:15:22 912

802910

Date Aug/27/2020

**\$200.00 USD**

Pay \*\*\*\*\*TWO HUNDRED AND XX/100 DOLLAR\*\*\*\*\*

VOID AFTER 90 DAYS  
AMOUNTS OVER \$500,000 REQUIRE 2 SIGNATURES

To The Order Of KENOSHA COUNTY  
1010 56TH ST  
KENOSHA WI 53140



Authorized Signature

BORDER CONTAINS MICROPRINTING

⑈802910⑈ ⑆091215927⑆ 152118012573⑈

Check Date: Aug/27/2020

Check No: 802910

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Paid Amount
REQ00000833060720	Jul/28/2020	00110194	200.00	0.00	200.00
Wilmot Mountain Probationary Caberet License Application					

Supplier Number	Name			Total Withheld	
0000083306	Kenosha County				
Check Number	Date	Handling Code	Total Gross Amount	Total Discounts	Total Paid Amount
802910	Aug/27/2020	WI	\$200.00	\$0.00	\$200.00

# CABARET LICENSE INSPECTION CHECKLIST

2020-335058

Establishment: Wilmot Ski Hill (Wilmot Mountain)

- SB (1) Give the attached copy of Kenosha County Ordinance #8.02 to the business owner/manager.
- SB (2) Obtain complete personal information, (i.e. name, d.o.b., address and telephone number); of the following person(s).
  - a. Owner
  - b. Manager
  - c. Agent listed on the cabaret license application
  - d. Agent listed on the current class "B" liquor license
  - e. Keyholder's not mentioned above

\*\*\* Please list their respective roles within the business
- SB (3) List the "business name" as the complainant at the top of the face sheet.
- SB (4) Conduct a physical inspection of the premises. If a diagram is attached to this packet, please verify that it is current. If only minor changes are required, please make them on the diagram provided. If major changes are required or there is no existing diagram with this packet, please submit a new one.
- SB (5) Inform the owner/manager that the establishment is responsible for making contact with the local building inspector to arrange for a building inspection. The results are to be forwarded to the Shift Commander (2nd shift Patrol) at the Kenosha County Sheriff's Department as soon as possible. Failure to do so will result in the denial for the cabaret license application.
- SB (6) Upon your inspection of the premises, determine if the establishment meets all requirements under Kenosha County Ordinance #8.02. If modifications are required, it is the responsibility of the establishment to meet these requirements and to contact K.S.D. for a follow-up inspection.
- SB (7) Check for proper posting of liquor and bartender's licenses. Please include expiration dates in your report.
- SB (8) Check for any underage person(s) during your visit.
- SB (9) Upon your final inspection, indicate in your report whether or not you recommend the approval of the license application based on your observations.

\*\*\* Be sure that all information listed above is included in your report!!

\*\*\* Submit all information to Cabaret File Coordinator for review!!



## KENOSHA SHERIFF

## FIELD CASE REPORT

CASE# 2020-00335058

<b>EVENT</b>	REPORTED DATE/TIME <b>09/16/2020 12:22</b>	OCCURRED INCIDENT TYPE <b>Service</b>	
	OCCURRED FROM DATE/TIME <b>09/16/2020 12:22</b>	OCCURRED THRU DATE/TIME <b>09/16/2020 12:22</b>	LOCATION OF OCCURRENCE <b>11931 FOX RIVER RD WILMOT WI 53192</b>

<b>OFFENSES</b>	STATUTE/DESCRIPTION	COUNTS	ATTEMPT/COMMIT

<b>SUBJECT</b>	JACKET/SUBJECT TYPE <b>Business Complainant</b>	NAME (LAST, FIRST, MIDDLE SUFFIX) <b>WILMOT MOUNTAIN</b>					
	DOB AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP) <b>11931 FOX RIVER RD WILMOT WI 53192</b>					
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	IDENTIFICATION TYPE	PRIMARY PHONE <b>Home</b> <b>(262)862-2301</b>	PHONE #2	PHONE #3			

<b>SUBJECT</b>	JACKET/SUBJECT TYPE <b>Adult Other</b>	NAME (LAST, FIRST, MIDDLE SUFFIX) <b>SWARTZ BRANDON LAWRENCE</b>					
	DOB AGE or AGE RANGE <b>12/01/1986 33</b>	ADDRESS (STREET, CITY, STATE, ZIP) <b>11409 276TH AVE TREVOR WI 53179</b>					
	RACE <b>White</b>	SEX <b>Male</b>	HEIGHT or RANGE <b>5 11</b>	WEIGHT or RANGE <b>5 11 240</b>	HAIR <b>Brown</b>	EYE <b>Hazel</b>	
	IDENTIFICATION TYPE <b>Verbal</b>	PRIMARY PHONE <b>Cellular Phone</b> <b>(845)235-5743</b>	PHONE #2	PHONE #3			

<b>SUBJECT</b>	JACKET/SUBJECT TYPE <b>Adult Other</b>	NAME (LAST, FIRST, MIDDLE SUFFIX) <b>LEIGH SCOTT T</b>					
	DOB AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP) <b>7704 328th AVE WHEATLAND WI 53105-</b>					
	RACE <b>White</b>	SEX <b>Male</b>	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	IDENTIFICATION TYPE	PRIMARY PHONE <b>Cellular Phone</b> <b>(970)331-8237</b>	PHONE #2	PHONE #3			

REPORTING OFFICER <b>Beckstrom Shawn 290</b>	DATE <b>09/16/2020</b>	REVIEWED BY <b>Beranis, Steven T</b>	<b>09/18/2020</b>
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**KENOSHA SHERIFF**  
**FIELD CASE REPORT**

CASE# 2020-00335058

**ADDITIONAL SUBJECTS**

<b>SUBJECT</b>	JACKET/SUBJECT TYPE <b>Adult</b>	NAME (LAST, FIRST, MIDDLE, SUFFIX) <b>BAUER ADAM W</b>					
	DOB AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP) <b>9006 deborah LN SPRING GROVE IL 60081-</b>					
	RACE <b>White</b>	SEX <b>Male</b>	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	IDENTIFICATION TYPE <b>Verbal</b>	PRIMARY PHONE <b>Cellular Phone (815)575-1761</b>	PHONE #2	PHONE #3			

<b>SUBJECT</b>	JACKET/SUBJECT TYPE <b>Adult</b>	NAME (LAST, FIRST, MIDDLE, SUFFIX) <b>FOX BELINDA FOX</b>					
	DOB AGE or AGE RANGE	ADDRESS (STREET, CITY, STATE, ZIP) <b>209 e chestnut ST SILVER LAKE WI 53170-</b>					
	RACE <b>White</b>	SEX <b>Female</b>	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE	
	IDENTIFICATION TYPE <b>Verbal</b>	PRIMARY PHONE <b>Cellular Phone (262)206-2702</b>	PHONE #2	PHONE #3			

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

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

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

REPORTING OFFICER <b>Beckstrom Shawn 290</b>	DATE <b>09/16/2020</b>	REVIEWED BY <b>Beranin, Steven T</b>	<b>09/18/2020</b>
---	---------------------------	---	-------------------



**KENOSHA SHERIFF**  
**FIELD CASE REPORT**

CASE# 2020-00335058

**NARRATIVE**

On 09-16-2020 at approximately 1222 hours, I Deputy S Beckstrom #290 responded to the Wilmot Ski Hills located at 11931 Fox River Rd at the request of KSD supervision to conduct a Cabaret License Inspection.

Upon arrival I met with the Senior Manger of Mountain Operations who was verbally identified as Brandon Swartz. Brandon is also the agent listed on the businesses class B Retail License. I informed Brandon that I needed to complete a Cabaret license check list, and conduct a walk through of the premises. I also provided Brandon with a copy of the Kenosha County Ordinance 8.02 as required. Brandon provided me with the following persons as being Key Holders for the establishment.

· Brandon L. Swartz / 11409 276<sup>th</sup> Ave, Trevor, WI 53179 / 845-235-5743 /  
bswartz@vailresorts.com Sr. Mgr: Mountain Operations

· Scott T. Leigh / 7704 328<sup>th</sup> / Wheatland, WI 53105 / 970-331-8237 / sleigh@vailresorts.com  
General Manager

· Adam W. Bauer / 9006 Deborah Ln., Spring Grove, IL 60081 / abauer1@vailresorts.com  
Food & Beverage Manager

· Belinda A. Fox / 209 E Chestnut St., Silver Lake, WI 53170 / bmonroy@vailresorts.com  
Assoc Analyst: Account Admin

I then completed a physical inspection of the premises with Brandon. I observed no violations on the premises and the Ski Hill was currently closed to the public for the season. The class B retailers license was visibly as required.

Class B Retailers License No 2020/2021-003 issued by Town Of Randall on 06-22-2020 and expiring 06-30-2021.

Rough Diagrams of the multiple bar locations had previously been completed under case number 2016-188701. The diagrams appear to be current and accurate. I have attached copeis of those diagrams with this report. Based on my inspection, I find no reason as to why a Cabaret License should not be issued to Wilmot Mountain Ski Hill. See attached forms and diagrams for further

REPORTING OFFICER  
Beckstrom Shawn 290

DATE  
09/16/2020

REVIEWED BY  
Beranis, Steven T

09/18/2020





**KENOSHA SHERIFF**  
**FIELD CASE REPORT**

CASE# 2020-00335058

**NARRATIVE (continuation)**

details. Nothing further at this time.

REPORTING OFFICER

Beckstrom Shawn 290

DATE

09/16/2020

REVIEWED BY

Beranis, Steven T

09/18/2020

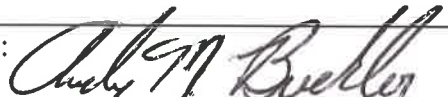
# Kenosha



# County

## BOARD OF SUPERVISORS

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

Subject: Anthony and Margaret Marino Family Limited Partnership, PO Box 873, New Munster, WI 53152 (Owner), Nancy Wagner, 5530 376 <sup>th</sup> Ave., Burlington, WI 53105 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "Non-Farmed Wetland" to "Farmland Protection", "General Agricultural & Open Land" & "Non-Farmed Wetland" on Tax Parcel #30-4-220-241-0100, located in the northeast ¼ of Section 24, T2N, R20E, Town of Brighton.			
Corrected <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted:	
Submitted By: Planning, Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

WHEREAS, in compliance with Wisconsin's comprehensive planning law set forth in Section 66.1001 of the Wisconsin Statutes, Kenosha County adopted a Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 on April 20, 2010; and,

WHEREAS, Anthony and Margaret Marino Family Limited Partnership, PO Box 873, New Munster, WI 53152 (Owner), Nancy Wagner, 5530 376<sup>th</sup> Ave., Burlington, WI 53105 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "Non-Farmed Wetland" to "Farmland Protection", "General Agricultural & Open Land" & "Non-Farmed Wetland" on Tax Parcel #30-4-220-241-0100, located in the northeast ¼ of Section 24, T2N, R20E, Town of Brighton; and,

WHEREAS, the Kenosha County Division of Planning & Development has published said request in accordance to State Statutes; and

WHEREAS, the Town Board of Brighton recommended approval of the request; and,





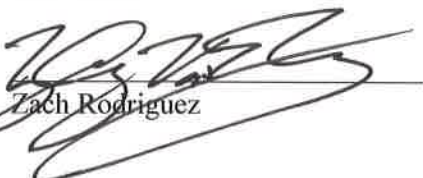
WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on October 14, 2020, and recommended approval of the request.

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 ##30-4-220-241-0100 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:

PLANNING, DEVELOPMENT  
& EXTENSION EDUCATION  
COMMITTEE

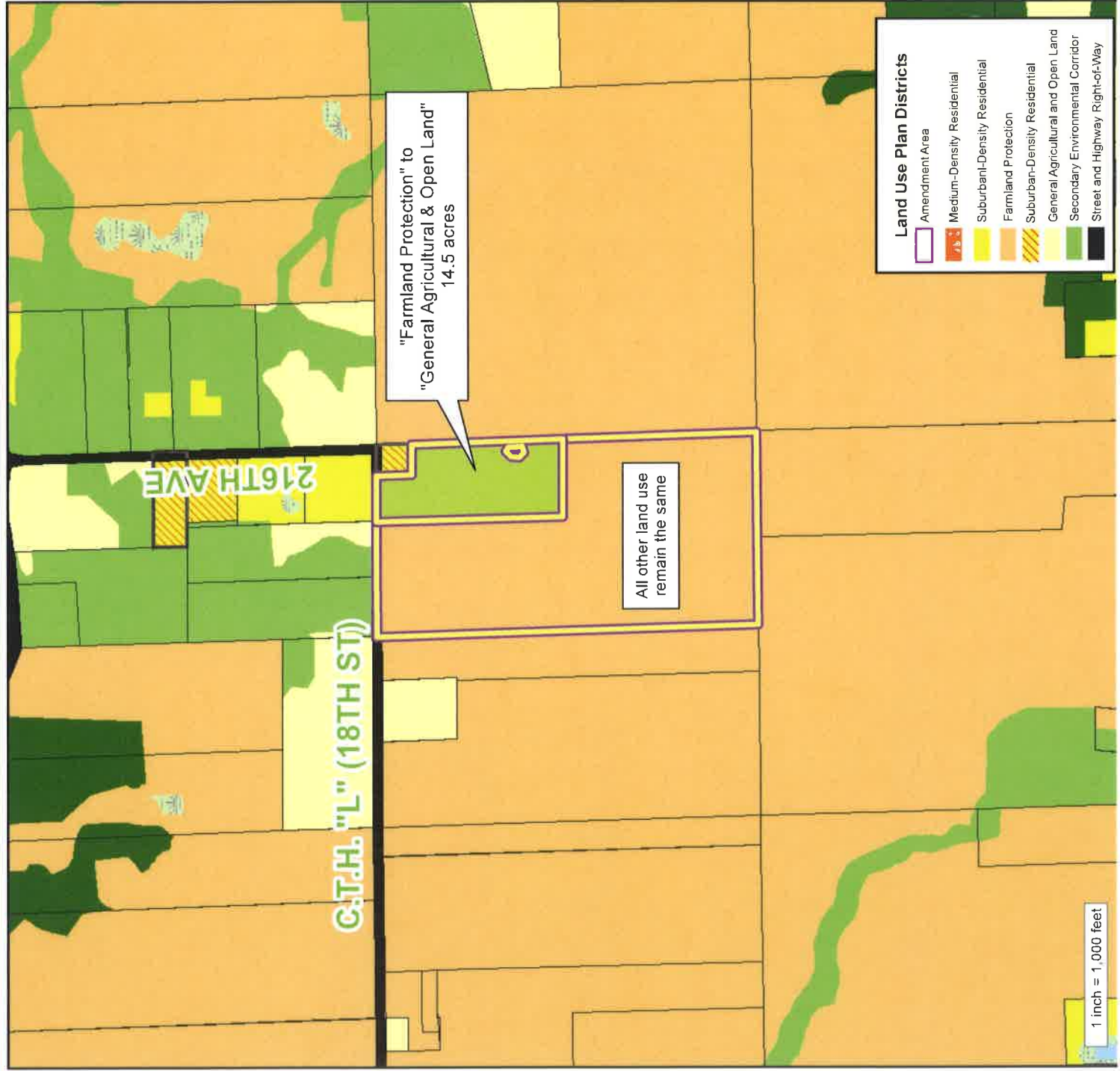
	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Daniel Gaschke, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Amy Maurer, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Sandra Beth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Gabe Nudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Zach Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Anthony and Margaret Marino Family  
Limited Partnership (Owner)  
Nancy Wagner (Agent)

**LOCATION:** NE 1/4 of Section 24  
Town of Brighton

TAX PARCEL(S): #30-4-220-241-0100

Requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Farmland Protection” & “Non-Farmed Wetland” to “Farmland Protection”, “General Agricultural & Open Land” & “Non-Farmed Wetland”




**Kenosha**



**County**

**BOARD OF SUPERVISORS**

**RESOLUTION NO. \_\_\_\_\_**

Subject: HCP2 LLC, 1412 136 <sup>th</sup> Ave., Union Gove, WI 53182 (Owner), Jeff Badtke, 1412 136 <sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "SEC" to "Farmland Protection", "General Agricultural & Open Land" & "SEC" on Tax Parcel # 30-4-220-324-0100, located in the southeast ¼ of Section 32, T2N, R20E, Town of Brighton			
Corrected <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted:	
Submitted By: Planning, Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

WHEREAS, in compliance with Wisconsin's comprehensive planning law set forth in Section 66.1001 of the Wisconsin Statutes, Kenosha County adopted a Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 on April 20, 2010; and,

WHEREAS, HCP2 LLC, 1412 136<sup>th</sup> Ave., Union Gove, WI 53182 (Owner), Jeff Badtke, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "SEC" to "Farmland Protection", "General Agricultural & Open Land" & "SEC" on Tax Parcel #30-4-220-324-0100, located in the southeast ¼ of Section 32, T2N, R20E, Town of Brighton; and,

WHEREAS, the Kenosha County Division of Planning & Development has published said request in accordance to State Statutes; and

WHEREAS, the Town Board of Brighton recommended approval of the request; and,

WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on October 14, 2020, and recommended approval of the request.






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 #30-4-220-324-0100 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:

PLANNING, DEVELOPMENT  
 & EXTENSION EDUCATION  
 COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Daniel Gaschke, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Amy Maurer, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Sandra Beth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Gabe Nudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Zach Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# COMPREHENSIVE PLAN AMENDMENT SITE MAP

## PETITIONER(S):

HCP2 LLC (Owner)  
Jeff Badtke (Agent)

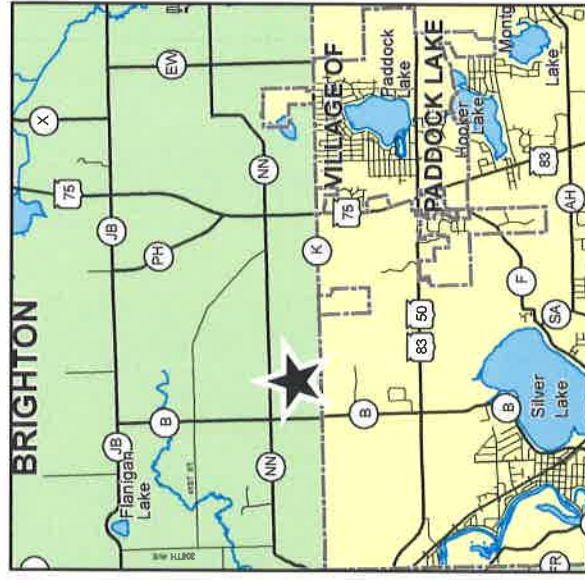
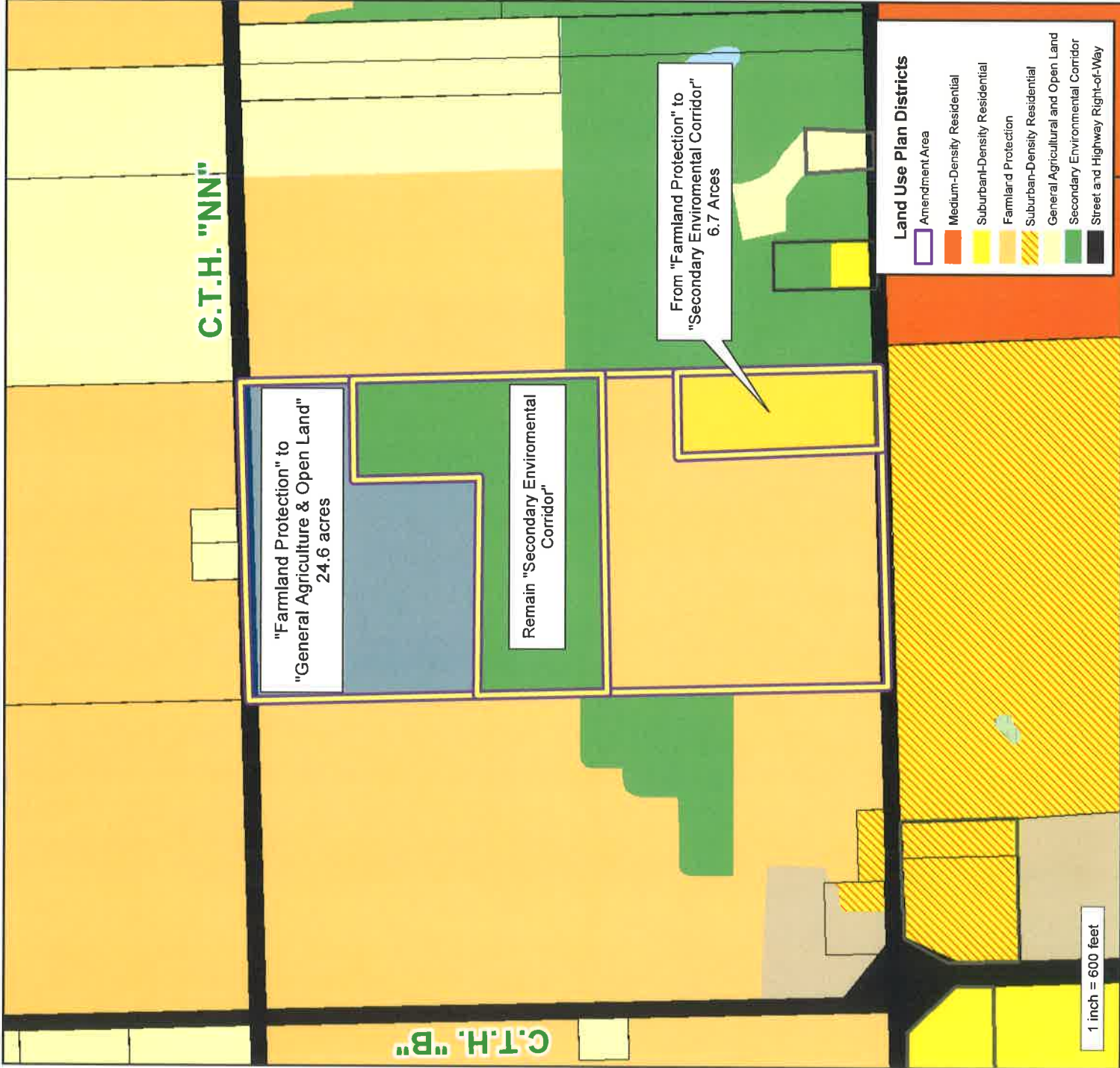
## LOCATION:

SE 1/4 of Section 32  
Town of Brighton

TAX PARCEL(S): #30-4-220-324-0100

## REQUEST:

Requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection" & "SEC" to "General Agricultural & Open Land", "Farmland Protection" & "SEC".




# Kenosha



# County

## BOARD OF SUPERVISORS

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

Subject: HCP2 LLC, 1412 136 <sup>th</sup> Ave., Union Gove, WI 53182 (Owner), Jeff Badtke, 1412 136 <sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection", "General Agricultural & Open Land" & "SEC" to "Farmland Protection", "General Agricultural & Open Land", "Rural-Density Residential" & "SEC" on Tax Parcel #30-4-220-333-0301, located in the southwest ¼ of Section 33, T2N, R20E, Town of Brighton			
Corrected <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 20, 2020		Date Resubmitted:	
Submitted By: Planning, Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature: 	

WHEREAS, in compliance with Wisconsin's comprehensive planning law set forth in Section 66.1001 of the Wisconsin Statutes, Kenosha County adopted a Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 on April 20, 2010; and,

WHEREAS, HCP2 LLC, 1412 136<sup>th</sup> Ave., Union Gove, WI 53182 (Owner), Jeff Badtke, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection", "General Agricultural & Open Land" & "SEC" to "Farmland Protection", "General Agricultural & Open Land", "Rural-Density Residential" & "SEC" on Tax Parcel # 30-4-220-333-0301, located in the southwest ¼ of Section 33, T2N, R20E, Town of Brighton; and,

WHEREAS, the Kenosha County Division of Planning & Development has published said request in accordance to State Statutes; and

WHEREAS, the Town Board of Brighton recommended approval of the request; and,

WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on October 14, 2020, and recommended approval of the request.

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 #30-4-220-333-0301 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

Aye   No   Abstain   Excused



Daniel Gaschke, Chair

☒   ☐   ☐   ☐

Amy Maurer, Vice Chair

☐   ☐   ☐   ☒

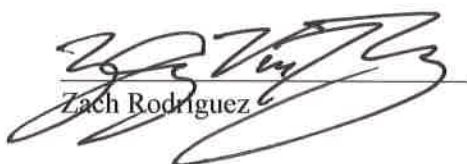


Sandra Beth

☒   ☐   ☐   ☐

Gabe Nudo

☐   ☐   ☐   ☒



Zach Rodriguez

☒   ☐   ☐   ☐



COMPREHENSIVE PLAN  
AMENDMENT SITE MAP

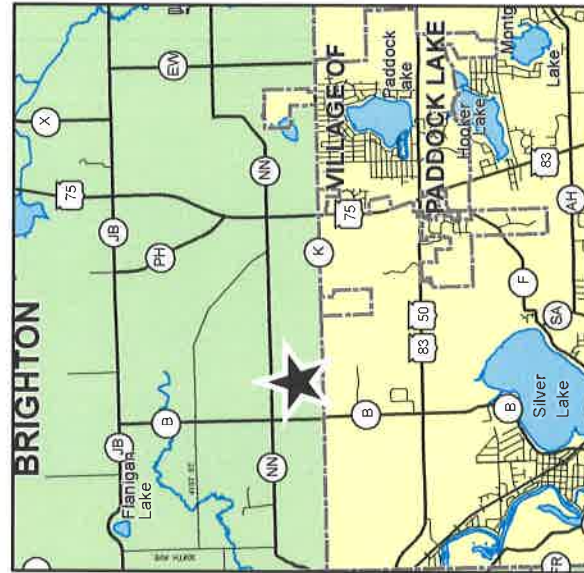
PETITIONER(S):  
HCP2 LLC (Owner)  
Jeff Badlike (Agent)

HCP2 LLC (Owner)

**LOCATION:** SW 1/4 of Section 33  
Town of Brighton

REQUEST:

Requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Farmland Protection”, “General Agricultural & Open Land” & “SEC” to “Farmland Protection”, “General Agricultural & Open Land”, “Rural-Density Residential” & “SEC”.



1 inch = 700 feet

Kenosha County  
Administrative Proposal Form

**1. Proposal Overview**

Division: Highway

Department: Public Works and Development  
Services

Proposal Summary (attach explanation and required documents):

Resolution to Approve an Inter-Government Agreement between Kenosha County, the Village of Salem Lakes and the Town of Randall Regarding the Jurisdictional Transfer of County Trunk Highway F.

Dept./Division Head Signature: \_\_\_\_\_

*Cherment Abanywa*

Date: \_\_\_\_\_

*9/28/20*

**2. Department Head Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: \_\_\_\_\_

*RAV*

Date: \_\_\_\_\_

*9-28-20*

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: \_\_\_\_\_

*D.W. 177*

*Jan Kja*

Date: \_\_\_\_\_

*9/29/20*

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: \_\_\_\_\_

*James E. Hansen*

Date: \_\_\_\_\_

*11/30/20*




**Kenosha**



**County**

**BOARD OF SUPERVISORS**

**RESOLUTION NO. \_\_\_\_\_**

Subject: A Resolution to Approve an Intergovernmental Agreement (IGA) with the Village of Twin Lakes and Town of Randall regarding Jurisdictional Transfer of Roadways and Alteration of Municipal Boundaries related to the CTH F Realignment Project.	
Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2 <sup>nd</sup> Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted: 10/5/20	Date Resubmitted:
Submitted by: Dept. Public Works - Highway Division	
Fiscal Note Attached No	Legal Note Attached <input type="checkbox"/>
Prepared by: Ray Arbet	Signature: 

WHEREAS, the CTH F Realignment Project is currently in construction, scheduled for completion in Spring 2021, and

WHEREAS, this Project includes construction activities and features located in both the Village of Twin Lakes and the Town of Randall, and

WHEREAS, when complete this Project creates several new roadway termination points and intersections for the original CTH F, Karow Road and Pond Road, and

WHEREAS, when complete there will also be remnant sections of the original CTH F that will no longer function as travel routes typical of County Trunk Highways, and

WHEREAS, in recognition of these new termination points, intersections and changes in use for sections of original CTH F, it became apparent it would be mutually beneficial for the Village, Town and County to discuss options for addressing these features in a manner that adds value to the affected communities, and

WHEREAS, the attached Intergovernmental Agreement (IGA) was developed as a result of these discussions and includes commitments from the Town, Village and County that are designed to simultaneously enhance the safety and functionality of the affected County and Municipal roads while adding value to community, and

WHEREAS, the commitments outlined in the IGA create the conditions necessary to apply for jurisdictional transfer of specific remnant sections of the original CTH F in a manner consistent with State of Wisconsin Departments of Transportation and Administration requirements, and

WHEREAS, a summary of the Village's and Town's obligations include adjusting municipal boundaries and accepting jurisdictional transfer of specific sections of the original CTH F, and

WHEREAS, a summary of the County's obligations includes resurfacing and completion of termination points for roads impacted by the CTH F Realignment Project, and

WHEREAS, completing the intersections and termination points as outlined in the IGA will enhance the marketability of several County-owned parcels resulting from the CTH F Realignment Project, and

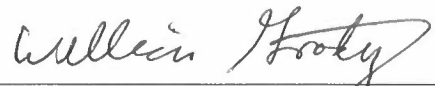
WHEREAS, both the Village of Twin Lakes and the Town of Randall Boards have approved the IGA as attached to this Resolution,

NOW THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors approves the IGA between the County, the Village of Twin Lakes and Town of Randall as attached, to create the conditions necessary for the jurisdictional transfer of the sections of original CTH F, and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors authorizes the County Executive and County Clerk to sign and approve the attached IGA and prepare and execute any documents related to the IGA to enable the actions as described therein.


Respectfully Submitted:

**PUBLIC WORKS & FACILITIES COMMITTEE**


	Aye	Nay	Abstain	Excused
 Supervisor William Grady, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Supervisor John Franco, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 Supervisor Laura Belsky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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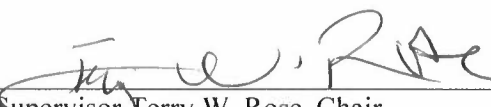
 Supervisor Andy Berg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 Supervisor Gabe Nudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 Supervisor Sharon Pomaville	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 Supervisor Zach Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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**FINANCE & ADMINISTRATION COMMITTEE**

	Aye	Nay	Abstain	Excused
 Supervisor Terry W. Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Supervisor Jeffrey Gentz, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 Supervisor Ron Frederick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Edward D Kubicki

Supervisor Ed Kubicki



John Franco

Supervisor John Franco



Monica Yuhas

Supervisor Monica Yuhas



Jeff Wamboldt

Supervisor Jeff Wamboldt



**Intergovernmental Agreement on Jurisdictional Transfer of Roadways and Alteration  
Of Municipal Boundaries  
By County of Kenosha, Wisconsin, Town of Randall, Wisconsin, and  
Village of Twin Lakes, Wisconsin  
For Part of County Trunk Highway "F"  
Draft Revision 1**

**I. Parties, Purpose, Authority, Consideration, Scope.**

**A. Parties.**

The County of Kenosha is a municipal corporation and a political subdivision of the State of Wisconsin having its principle offices located at 1010 - 56th Street, Kenosha, Wisconsin; it may be referred to as "the County" or "Kenosha County" hereinafter. The Town of Randall is a municipal corporation having its principle offices located at 34530 Bassett Road, Burlington, Wisconsin; it may be referred to as "Town" hereinafter. The Village of Twin Lakes is a municipal corporation having its principle offices located at 108 E Main Street, Twin Lakes, Wisconsin. Hereinafter it may be referred to as the Village. All parties are created and organized under the laws of the State of Wisconsin.

**B. Purpose.**

The parties enter this agreement to affect positive community development, promote highway safety, support private property ownership and improve roadway conditions in the general area of the CTH F Realignment Project.

**C. Authority.**

The parties rely upon all the laws of the State of Wisconsin for authority to enter into this agreement, particularly Section 66.0301 of the Wisconsin Statutes on Intergovernmental Cooperation contracts. County Trunk Highway F ("CTH F") and all component sections to be transferred as described with more particularity in this agreement may be referred to as the "Transferred Highway." The Transferred Highway is a recorded highway, as that term is used in Subsection 82.01(8) of the Wisconsin Statutes, that has been worked by the County as a public highway in its current roadbed continuously for over sixty years prior to entry into this Intergovernmental Agreement Transfer of Roadway. Transferred Highway includes all interest in the right of way acquired by the County through expressed dedications and through prescription by action of law. The Transferred Highway that is subject to acquisition of interest in the right of way through prescription by action of law, is more particularly described in Exhibit A and depicted in Exhibit B, which are attached hereto and made a part hereof. During the time that the County has worked the Transferred Highway, it has issued permits for others to occupy portions of the right of way, subject to the superior interests of the County in the right of way and subject to conditions that inure to the benefit of the County.



D. Consideration.

The mutual promises set forth herein, and the benefit bestowed upon the public by this project, constitute the lawful consideration of this contract.

E. Scope and Summary of Project, including Subject Roads/Highways.

There are a number of sections of County Trunk Highways (CTH) and municipal roads that are involved in this Intergovernmental Agreement (IGA). The County, Village and Town all have specific responsibilities for separate actions related to these various sections of roadways. The following provides a description of the roadway sections addressed in this IGA and a brief description of the required actions:

1. **Existing CTH F Sections**

Affected sections of existing CTH F identified on Exhibit A as:

- a. **Section 1** - described as the portion of former CTH F beginning at the west with a newly constructed cul-de-sac (bordering the 5-Star Manufacturing property) and ending at the newly modified section of CTH EM. **Required Actions:** Jurisdictional Transfer of this section to the Village of Twin Lakes. This will also require a municipal boundary modification to ensure this section of road and right-of-way (ROW) fall entirely in the Village of Twin Lakes.
- b. **Section 2** - described as the remnant portion of former CTH F between the newly modified section of CTH EM, east to the termination point adjacent to newly constructed CTH F. **Required Actions:** Jurisdictional Transfer of this section of road and ROW to the Town of Randall.

2. **Newly Constructed Municipal Road Sections**

In an effort to ensure accessibility to parcels created as a result of the CTH F Realignment Project, the County will complete the construction of remnant sections of existing Pond Road and Karow Road identified on Exhibit A as:

- a. **Section 3** - Pond Road from the existing pavement termination, north to intersect with newly constructed CTH F.
- b. **Section 4** - Karow Road from the existing pavement termination point, north to include a cul-de-sac.

3. **Sections of Existing Roadway to be Re-surfaced**

In an effort to facilitate the Jurisdictional Transfer of the outlined later in this document, the County as part of this IGA will resurface the following roadway sections identified on Exhibit A:

- a. **Section 1** - portion of former CTH F as defined in 1.a. above.
- b. **Section 2** - portion of former CTH F as defined in 1.b. above.
- c. **Section 5** - existing Pond Road from former CTH F, north to Section 3.
- d. **Section 6** - existing Karow Road from former CTH F, north to Section 4.

4. **Sections of Existing Roadway to be Vacated**

Upon completion of the Project, two sections of former CTH F will be vacated consistent with State Statutes. The two sections can be described as follows:

- a. **Section 7** – portion of former CTH F from the west intersection with CTH O to a point    feet east. Given that the properties on both side of this section are owned by the same entity, this section will be vacated and transferred to them.
- b. **Section 8** – portion of former CTH F that was the west spur of the “triangle” connecting CTH F and CTH EM. This section will be vacated and split equally between the two adjacent property owners.

## II. Transfer of CTH "F", Duties and Obligations.

### A. Transfer of CTH "F" and Duties and Obligations of the County of Kenosha.

1. The County of Kenosha hereby gives, devises, grants, and transfers ownership, control, authority, and jurisdiction of the portion of former CTH F identified as Section 1, to the Village of Twin Lakes and its successors and assigns forever, effective \_\_\_\_\_. This transfer shall include all of the legal interests of the County in such land and roadway as those rights exist on the date of this agreement. It is recognized that this jurisdictional transfer will require a municipal boundary modification to ensure all of this section resides within the Village of Twin Lakes.
2. The County of Kenosha hereby gives, devises, grants, and transfers ownership, control, authority, and jurisdiction of the portion of former CTH F identified as Section 2, to the Town of Randall and its successors and assigns forever, effective \_\_\_\_\_. This transfer shall include all of the legal interests of the County in such land and roadway as those rights exist on the date of this agreement.
3. Each transfer includes all rights of any kind relating to such Transferred Highway, and includes all rights to control the location and relocation of utilities and other installations, structures or facilities within the right of way of the Transferred Highway, whether the County obtained such rights by statute, regulation, permit, easement, deed, contract, permission or otherwise. In all other respects, the Transferred Highway is given in its current condition, "as is, with all faults", except as specifically set forth in this agreement.
4. The County warrants that it has no notice or knowledge of any conditions of the Transferred Highway that would subject the City to liability, specifically including, but not limited to, adverse environmental conditions.
5. The County will complete construction of the north end of Pond Road (Section 3) to connect to the new CTH F, and will resurface Pond Road from the Old CTH F to the newly constructed segment (Section 5).
6. The County will construct a cul-de-sac (and “tail”) feature at the north end of Karow Road (Section 4), and will resurface Karow Road from Old CTH F to the newly constructed cul-de-sac (Section 6).

7. The County will vacate the westerly section of Old CTH F from 368<sup>th</sup> Avenue to a point \_\_\_\_\_ feet east (Section 7) and will construct a cul-de-sac at the end-point of remaining Old CTH F. It will also resurface Old CTH F from the westerly vacated section endpoint to the easterly termination point (Section 1).
8. The County will vacate the westerly "spur" that connected Old CTH F to CTH EM (Section 8) by splitting it equally and attaching the remnants to the adjacent property owners.

B. Transfer of CTH "F" and Duties and Obligations of the Village of Twin Lakes.

1. Conditioned on the receipt of all applicable approvals from the state of Wisconsin, the Village of Twin Lakes will accept the transfer of ownership, control, authority and jurisdiction of Section 1 of the Transferred Highway, from the County of Kenosha effective \_\_\_\_\_. Such Transferred Highway will be accepted on an "as is, with all faults" basis, except as specifically set forth in this agreement. The Village will accept all appurtenant rights, legal interests and responsibilities transferred by the County.

2. The Village will perform all necessary maintenance and roadway improvements on the Twin Lakes Portion of the Transferred Highway in the future. The Village will hereafter be the legal authority to issue right of way permits and otherwise control and approve the location and relocation of utilities and other installations, structures or facilities within the right of way of the Transferred Highway. It is the intent of the County and the Village that the County is transferring to the Town all rights that the County has with respect to relocation of utilities that are existing in the right of way at the time of entry into this Intergovernmental Agreement Jurisdictional Transfer of Roadway.

3. The Village will further take all steps necessary to modify its municipal boundary to ensure that the entirety of modified parcels #85-4-119-161-4214 and #85-4-119-161-4213, owned by Carl Karow, are contained within the Village of Twin Lakes.

C. Transfer of CTH "F" and Duties and Obligations of the Town of Randall.

1. Conditioned on the receipt of all applicable approvals from the state of Wisconsin, the Town of Randall will accept the transfer of ownership, control, authority and jurisdiction of Section 2 of the Transferred Highway, from the County of Kenosha effective \_\_\_\_\_. Such Transferred Highway will be accepted on an "as is, with all faults" basis, except as specifically set forth in this agreement. The Town will accept all appurtenant rights, legal interests and responsibilities transferred by the County.

2. The Town will perform all necessary maintenance and roadway improvements on the Randall Portion of the Transferred Highway in the future. The Town will hereafter be the legal authority to issue right of way permits and otherwise control and approve the location and relocation of utilities and other installations, structures or facilities within the right of way of the Transferred Highway. It is the intent of the County and the Town that the County is transferring to the Town all rights that the County has with respect to relocation of utilities that are existing in the right of

way at the time of entry into this Intergovernmental Agreement Jurisdictional Transfer of Roadway.

3. The Town will further take all steps necessary to modify its municipal boundary to ensure that the entirety of modified parcels #85-4-119-161-4214 and #85-4-119-161-4213, owned by Carl Karow, are contained within the Village of Twin Lakes.

### III. Maintenance Agreements Between Municipalities

It is understood that it may be mutually beneficial for the Town of Randall and the Village of Twin Lakes to enter into a separate maintenance agreement that allocates routine maintenance activities of the jurisdictionally transferred roadway sections in a manner designed to enhance maintenance effectiveness and efficiency.

### IV. Obey All Laws; Savings Clause.

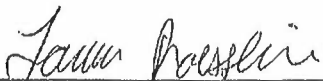
The County, Town, and Village each agree to abide by all applicable state, federal and local laws and regulations in connection to all acts related to this agreement. If any part of this agreement is deemed to be void or unenforceable by a court of competent jurisdiction, such part shall be deemed to be severable from the remaining terms of the agreement and shall not affect the validity of the balance of this agreement, if such interpretation can reasonably give effect to the main purpose and intent of the parties.

### V. Duplicate Originals; Amendments in Writing.

Duplicate originals shall be signed and an original shall be delivered to each party. Any amendments to this agreement shall be in writing and signed with same formality as the original agreement.

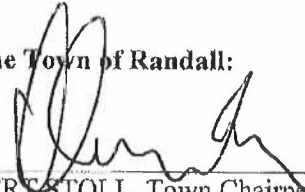
**For the Village of Twin Lakes:**

  
\_\_\_\_\_  
HOWARD SKINNER, Village President

  
\_\_\_\_\_  
LAURA ROESSLEIN, Village Administrator/Clerk

Dated at Kenosha, Wisconsin this 3<sup>rd</sup> day of March, 2020.

**For the Town of Randall:**

  
ROBERT STOLL, Town Chairperson

  
CALLIE RUCKER, Town Clerk

Dated at Kenosha, Wisconsin this 11 day of June, 2020.

**For Kenosha County:**

\_\_\_\_\_  
JIM KREUSER, Kenosha County Executive

\_\_\_\_\_  
REGI BACHOCHIN, Kenosha County Clerk

\_\_\_\_\_  
CLEMENT ABONGWA, Kenosha County Highway Commissioner

Dated at Kenosha, Wisconsin this \_\_\_\_ day of \_\_\_\_\_, 2020.



Kenosha County  
Administrative Proposal Form

**1. Proposal Overview**

Division: Highway

Department: Public Works and Development  
Services

Proposal Summary (attach explanation and required documents):

Resolution to Approve an Inter-Governmental Agreement, Acquire Right of Way, Accept TEA Grant Funding and Approve Budget Modifications Related to the Infrastructure Improvements on Highway H Near the Kroger Distribution Facility

Dept./Division Head Signature: \_\_\_\_\_

*Clement Aboguna*

Date: \_\_\_\_\_

*9/28/20*

**2. Department Head Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: \_\_\_\_\_

*RAC*

Date: \_\_\_\_\_

*9-22-20*

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: \_\_\_\_\_

*J. K. M. J. W. T.*

Date: \_\_\_\_\_

*9/22/20*

*9/22/20*

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: \_\_\_\_\_

*[Signature]*

Date: \_\_\_\_\_

*9/30/20*

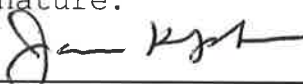
**Kenosha**



**County**

**BOARD OF SUPERVISORS**

**RESOLUTION NO. \_\_\_\_\_**

Subject: A Resolution Approving an Intergovernmental Agreement (IGA) with the Village of Pleasant Prairie, the Acquisition of Right of Way and the Funding and Construction of Transportation Improvements to Provide Access to the Kroger Fulfillment Center on Kenosha County Trunk Highway H	
Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2 <sup>nd</sup> Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted: 10/5/20	Date Resubmitted: 10/19/20
Submitted by: <b>Public Works - Highway Division</b>	
Fiscal Note Attached <b>Yes</b>	Legal Note Attached <input type="checkbox"/>
Prepared by: James Kupfer	Signature: 

WHEREAS, the Kroger Fulfillment Network is opening a grocery warehouse fulfillment center at 9091 88<sup>th</sup> Avenue (Kenosha County Trunk Highway (CTH) H) in the Village of Pleasant Prairie which will create new jobs and aid in the successful development of a significant local economic opportunity, and

WHEREAS, Kenosha County and the Village of Pleasant Prairie have developed an IGA which must be approved by the Kenosha County Board prior to the acquisition of certain parcels of land for right-of-way (ROW) or any work being done by Kenosha County staff relative to this project as shown in Exhibit A, and

WHEREAS, the IGA specifies that Kenosha County will be responsible for acquiring all land as well as coordinating, administering and managing the construction of the project, and

WHEREAS, the total cost of this project is estimated to be \$1,902,630 as shown in detail on the attached spreadsheet (Exhibit B), and

**A Resolution Approving an Intergovernmental Agreement (IGA) with the Village of Pleasant Prairie, the Acquisition of Right of Way and the Funding and Construction of Transportation Improvements to Provide Access to the Kroger Fulfillment Center on Kenosha County Trunk Highway H**

October 5, 2020

Page 2

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

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

WHEREAS, the Wisconsin Department of Transportation has approved funding of \$951,315 for this project through a Transportation Economic Assistance (TEA) Grant which provides financial assistance to municipalities to develop transportation facilities enabling industrial development to occur as shown in Exhibit D, and

WHEREAS, the requirements of this grant program call for matching funds from other sources, in this case Kenosha County (\$760,315) and direct payments to either project contractors or to Kenosha County by the Kroger Fulfillment Network (totaling \$191,000), and

WHEREAS, the Kenosha County amount of \$760,315 will come from the repurposing of existing Highway capital funds from projects that have been completed or will be completed under budget and no additional bonding is needed to complete this project,

NOW, THEREFORE BE IT RESOLVED THAT, the Kenosha County Board of Supervisors approves the IGA between the County and the Village of Pleasant Prairie as specified in Exhibit A, and

THEREFORE BE IT FURTHER RESOLVED THAT, the Kenosha County Board of Supervisors approves the attached Plat Plan and acquisition of the ROW as specified in Exhibit C, and

THEREFORE BE IT FURTHER RESOLVED THAT, the Kenosha County Board of Supervisors approves the receipt of funds from the TEA Grant as specified in Exhibit D, and

THEREFORE BE IT FURTHER RESOLVED THAT, the Kenosha County Board of Supervisors authorizes the Highway Division to prepare and execute any documents related to the project and to receive and expend funds to complete the project as per the budget modification which is attached and incorporated by reference.

**A Resolution Approving an Intergovernmental Agreement (IGA) with the Village of Pleasant Prairie, the Acquisition of Right of Way and the Funding and Construction of Transportation Improvements to Provide Access to the Kroger Fulfillment Center on Kenosha County Trunk Highway H**

October 5, 2020

Page 3

Respectfully Submitted:

Public Works Committee:

	Aye	Nay	Abstain	Excused
<hr/> Bill Grady, Chairperson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> John Franco, Vice Chairperson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Laura Belsky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Andy Berg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Gabe Nudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Sharon Pomaville	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Zach Rodriguez	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A Resolution Approving an Intergovernmental Agreement (IGA) with the Village of Pleasant Prairie, the Acquisition of Right of Way and the Funding and Construction of Transportation Improvements to Provide Access to the Kroger Fulfillment Center on Kenosha County Trunk Highway H

October 5, 2020

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FINANCE/ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
<hr/> Supervisor Terry W. Rose, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Jeffrey Gentz, Vice-Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Ron Frederick	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Ed Kubicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor John Franco	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Monica Yuhas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Jeff Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM**

DEPT/DIVISION: DPW - Highway

DOCUMENT #	G/L DATE
BATCH #	ENTRY DATE

**PURPOSE OF BUDGET MODIFICATION (REQUIRED):**

Highway Infrastructure Improvements on County Trunk Highway H Near the Kroger Distribution Center

(1) ACCOUNT DESCRIPTION EXPENSES	(2)		BUDGET CHANGE REQUESTED		(5) ADOPTED BUDGET	(6) CURRENT BUDGET	(7) ACTUAL EXPENSES	AFTER TRANSFER	
	Fund/ Div Sub-Div	Main	sub- sidiary	(3) EXPENSE INCREASE (+)	(4) EXPENSE DECREASE (-)			(8) REVISED BUDGET	(9) EXPENSE BAL AVAIL
Highway Construction Projects - Expense	711	582260		1,902,630		22,166,977	29,631,760	31,534,390	22,304,366
	700								
	7090								
	EXPENSE TOTALS			1,902,630	0	0	0	0	0

REVENUES	(2)		sub- sidiary	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
	Fund/ Div Sub-Div	Main						
Highway Construction Projects Revenue	711				1,142,315	6,310,553	13,775,336	14,917,651
	700							
	7090							
Repurpose Funds from Highway Construction Projects - Hwy K Park & Ride, Hwy H Signal, Park Paving, Trails Projects	711	582260				22,166,977	29,631,760	30,774,075
	700							
	7090				760,315			
REVENUE TOTALS				0	1,902,630	0	0	0

29,631,760  
1,902,630  
(760,315)

**COLUMN TOTALS (EXP TOTAL + REV TOTAL)**

1,902,630	1,902,630
-----------	-----------

Please fill in all columns:

- (1) & (2) Account information as required
- (3) & (4) Budget change requested
- (5) Original budget as adopted by the board
- (6) Current budget (original budget w/past mods.)
- (7) Actual expenses to date
- (8) Budget after requested modifications
- (9) Balance available after transfer (col 8 - col 7).

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

PREPARED BY: James Kupfer FINANCE DIRECTOR: James Kupfer DATE: 9/29/20  
DIVISION HEAD: Clement Abongwa DATE: 9/28/20

DEPARTMENT HEAD: [Signature] COUNTY EXECUTIVE: [Signature] DATE: 9/28/20



EXHIBIT A

MEMORANDUM OF UNDERSTANDING  
AND INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN ~~THE VILLAGE OF PLEASANT PRAIRIE,~~  
~~KROGER FULFILLMENT NETWORK, (A SUBSIDIARY~~  
(AN AFFILIATE OF RALPH'S GROCERY COMPANY),  
KENOSHA COUNTY AND VILLAGE OF PLEASANT PRAIRIE  
REGARDING THE  
TRANSPORTATION ECONOMIC ASSISTANCE  
GRANT REPORTING REQUIREMENTS AND  
JOB GUARANTEE FINANCIAL OBLIGATIONS

DRAFT  
For internal  
discussion  
purposes only

This is a Memorandum of Understanding and Intergovernmental Cooperation Agreement (the "Agreement") entered into pursuant to Wisconsin Statutes section 66.0301 and other applicable laws by and between the Company--Kroger Fulfillment Network, LLC, ~~a subsidiary~~ an affiliate of Ralph's Grocery Company, with ~~parent company~~ offices located at 1014 Vine Street, Cincinnati, Ohio 45202 Attn.: Rita L. Williams, Director, Economic Development (hereinafter referred to as the "**Company**"), Kenosha County, a Wisconsin municipal corporation, with offices located at 1010 56<sup>th</sup> Street, Kenosha, WI 53140, Attn. James Kreuser, Kenosha County Executive (hereinafter referred to as "**Kenosha County**"), and the Village of Pleasant Prairie, a Wisconsin municipal corporation with offices located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158, Attn.: Nathan Thiel, Village Administrator (hereinafter referred to as the "**Village**").

**WHEREAS**, the Village Board of Trustees adopted Village Board Resolution **#20-14** authorizing the submission of a Wisconsin Department of Transportation ("WI DOT") Transportation Economic Assistance ("TEA") Grant to seek financial assistance for County Trunk Highway (CTH) H public roadway redesign and reconstruction and driveway construction project for the Kroger Fulfillment Network, a new economic development project in the Village (the "Project");

**WHEREAS**, the Kenosha County Board adopted Kenosha County Board Resolution **#4** authorizing the submission of a Wisconsin Department of Transportation ("WI DOT") Transportation Economic Assistance ("TEA") Grant to seek financial assistance for the CTH H public roadway redesign and reconstruction and driveway construction project for the Kroger Fulfillment Network, a new economic development project in the Village;

**WHEREAS**, Kenosha County, at the request of and with the assistance of the Village, agreed to serve as the WI DOT applicant for the TEA grant on behalf of the Company and the Village, in order to financially enable the construction of transportation related improvements needed for the Kroger Fulfillment Network grocery center to be located at 9091 88<sup>th</sup> Avenue on the property legally described as Lot 2 of Certified Survey Map #2822, located in a part of the Northwest One Quarter and the Southwest One Quarter of U.S. Public Land Survey Section 16, Township 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Village

~~1~~ of Pleasant Prairie, Kenosha County Wisconsin also known as tax parcel number 924-122-163-0312 (the "Company Property"); and

**WHEREAS**, as a part of the WI DOT TEA Grant application, Kenosha County has further agreed to execute a TEA Grant Guarantee, which requires a repayment provision to reimburse WI DOT for up to the full TEA Grant amount, if employment within the Kroger Fulfillment Network economic development project fails to meet the stated goal of 230 new jobs created by the three-year reporting date and 230 jobs maintained by the seven-year reporting date (the "Jobs Requirement") for Kroger Fulfillment Network to be located at the Company Property at 9091 88<sup>th</sup> Avenue (CTH H); and

**WHEREAS**, at three (3) years and at seven (7) years after the State-Municipal Agreement (referred to as the "SMA") is executed, Kenosha County is obligated to report to the WI DOT the total number of full time employed jobs that were created and/or retained by Kroger Fulfillment Network for WI DOT TEA Grants of \$100,000 or more, as in this case, the Company's reporting will be accompanied by an attestation report created and signed by an independent Certified Public Accountant licensed or certified under CH. 442, Wis. Stats, expressing an opinion by signature, to the accuracy of the job numbers (the "Reporting Requirement"); and

**WHEREAS**, the ~~job-reporting-requirement~~ Reporting Requirement shall be satisfied by the ~~Kroger Fulfillment Network Company~~, who will in turn pass on the information to both Kenosha County and the Village, and Kenosha County will in turn provide the information to the WI DOT. The WI DOT will then evaluate the job benefits that have been obtained in order to determine if reimbursement of either the full grant amount (**\$951,315.00**) or a reduced amount, based on a prorated share related to the ~~number of jobs that have materialized~~ Jobs Requirement as a result of the economic development project, as appropriate, or other remedy under s. Trans 510.08(3), Wis. Adm. Code (the "Repayment Amount"); and

**WHEREAS**, the total Project cost is estimated at \$1,902,630.00 and the full TEA Grant amount requested based upon the ~~230 jobs created and maintained~~ Jobs Requirement for the Kroger Fulfillment Network, of which partial or total reimbursement may be required, is **\$951,315.00**.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to all parties by the Project and the WI DOT TEA Grant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, Kenosha County and Village agree as follows:

**1. Incorporation of Recitals and TEA Grant Exhibits.**

The foregoing recitals are agreed upon by the parties, and are incorporated herein by reference. The Kroger Fulfillment Network TEA Grant Application for the Project is attached hereto and incorporated herein by reference as Exhibit A. The

TEA Grant Jobs Guarantee for the Project is attached hereto and incorporated herein by reference as Exhibit B. A summary of the Company paid work is attached hereto and incorporated herein by reference as Exhibit C.

~~-2-~~

## **2. Reimbursement of any WI DOT repayment costs.**

~~The~~In the event the Company fails to meet either the Reporting Requirement or the Job Requirement, and WI DOT requires any payment from Kenosha County or the Village of some or all of the Repayment Amount, the Company agrees, within thirty (30) days following written request by the Village, to reimburse Kenosha County and the Village for any ~~costs associated with the reimbursement of the Repayment Amount reimbursed to WI DOT under the~~ TEA repayment provision, or TEA Job Guarantee (as directed by Kenosha County or the Village), without any Kenosha County or Village compensation to the Company. The Company reimbursement of any repayment costs shall be a donation to Kenosha County and to the Village. The Company agrees to be responsible for all costs and expenses incurred by Kenosha County and the Village in connection with the TEA Grant repayment provision. Any amounts to be reimbursed to Kenosha County and to the Village by the Company shall be paid, as applicable, the earlier of thirty (30) days following written request by the Village or Kenosha County for such reimbursement.

The Company agrees to perform all reporting requirements required by Kenosha County or the Village in relation to the WI DOT TEA Grant. These reporting requirements will obligate the Company to submit all documentation to Kenosha County and the Village, and Kenosha County shall in turn submit the documentation to the WI DOT. Included in the documentation submittal requirements are the reports at both three (3) years and at seven (7) years after the State and Municipal Agreement (SMA) is executed with the WI DOT, for the 230 full time employed jobs, defined to be consistent with Ch. Trans. 510, Wis. Adm. Code, that were created and retained, which is accompanied by an attestation report created and signed by an independent Certified Public Accountant licensed or certified under Ch. 442, Wis. Stats, expressing an opinion by signature, to the accuracy of the job numbers. In the event that the Company fails to meet the Jobs Requirement, Kenosha County and the Village shall provide the Company with the opportunity to submit information and arguments in opposition to any proposed forfeiture and the Company may request an informal meeting with the WI DOT.

## **3. Project Work.**

The Project is an improvement to County Trunk Highway (CTH) H, and therefore Kenosha County has sole authority for all work of the Project, including design, construction, inspection, means, methods, and associated public bidding, contracting and administration; provided that the Project shall be conducted as described in the WI DOT TEA Grant application, and within the time limitations required by such Grant, and pursuant to applicable laws. Kenosha County is solely



responsible for all costs and expenses of the Project except as described otherwise in this Agreement. Neither Company nor Village are empowered by this Agreement to oversee, inspect or otherwise raise claims concerning Kenosha County's performance of the work of the Project.

#### **4. Company Financial Contribution.**

Prior to or at the time of the execution of this Agreement by the Village ~~or~~ and Kenosha County, the Company shall contribute \$191,000.00 in value to the cost of Project (the "Contribution"). Such Contribution shall allocated as follows: \$ \_\_\_\_\_ credited to the Company for the design, engineering and other work paid for by the Company, as further set forth in Exhibit C, and \$ \_\_\_\_\_ to be paid to Kenosha County.

~~-3-~~

#### **5. Financial Guarantee.**

Prior to or upon the execution of this Agreement, the Company shall file with the Village the cash or a letter of credit setting forth terms and conditions in a form approved by the Village Attorney and the Kenosha County Corporation Counsel, in the amount of \$951,315 (the "Deposit") as a guarantee that the Company will perform all terms of the reimbursement required by Section 2 of this Agreement.

If at any time:

- A. The Company is in default of Section 2 of this Agreement, or
- B. The letter of credit or cash deposit on file with the Village is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- C. The Company fails to maintain a cash deposit or letter of credit in an amount approved by Village and Kenosha County, and in a form approved by the Village Attorney and Kenosha County Corporation Counsel, to pay the obligations of Section 2 of this Agreement,

the Company shall be deemed in violation of this agreement and the Village Board or Kenosha County, acting jointly or severally, shall have the authority to draw upon the letter of credit or cash deposit to pay the Repayment Amount. Following WI DOT determining the Repayment Amount, Kenosha County and the Village shall use the Deposit to pay the amount demanded by WI DOT, and shall return any remaining funds to the Company.

The lending institution providing the irrevocable letter of credit or financial institution holding the cash deposit shall pay to the Village or Kenosha County all sums available for payment under the irrevocable letter of credit or cash deposit

upon demand, subject to the terms and conditions of the irrevocable letter of credit or cash deposit, and upon its failure to do so, in whole or in part, the Village shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge pursuant to Section 66.0627, Wisconsin Statutes, for the amount of said guarantee upon the Company Property payable with the next succeeding tax roll.

#### **6. Company's Representation to Kenosha County.**

The Company represents and warrants to Kenosha County that the Company has all legal rights and authority to enter into this Agreement and the person signing this Agreement on behalf of the Company has all legal rights, title and authority to bind the Company in all respects to each and every provision of this Agreement.

#### **7. Company's Representation to the Village.**

The Company represents and warrants to the Village that the Company has all legal rights and authority to enter into this Agreement and the person signing this Agreement on behalf of the Company has all legal rights, title and authority to bind the Company Owner in all respects to each and every provision of this Agreement.

~~4~~

#### **8. Notice of Breach and Curative Activity.**

(a) In the event that one of the parties (Company, Kenosha County or Village) to this Memorandum of Understanding (the "Performing Party") believes that the other party has failed to perform its obligations under this Agreement (the "Nonperforming Party"), the Performing Party shall promptly notify the Nonperforming Party in writing (the "Default Notice") of the specific nature of the alleged failure.

(b) The Nonperforming Party shall have thirty (30) days after receipt of a Default Notice to cure the alleged failure to perform; provided, however, that if the failure is incapable of cure within said thirty (30) days, and as soon as reasonably practicable within said thirty (30) day period the Nonperforming Party has commenced such cure and is diligently pursuing such cure, the time for such cure shall be extended for a reasonable period of time under the circumstances to allow the Nonperforming Party to complete its curative activity.

(c) In the event such failure is not cured as provided in Paragraph 8.b. above, the parties may take any and all action allowed by law or this Agreement against the Nonperforming Party, provided, however, that Kenosha County and/or the Village may not seek specific performance or otherwise seek to require the Company to create or maintain operations or employment levels. In the event the Company, as a

Nonperforming Party has breached any term or provision of this Agreement, Kenosha County and/or the Village shall be entitled to collect from the Nonperforming Party their actual attorneys' fees, court costs and other expenses incurred in enforcing their rights against the Nonperforming Party under this Agreement.

**9. Notices.**

Except as otherwise specifically provided in this Memorandum of Understanding Agreement, all notices given in connection with this Agreement shall be in writing, shall specifically refer to this Agreement by title and date, shall be addressed to the receiving party, and shall be delivered by personal delivery, by overnight courier with evidence of receipt, or by certified or registered mail, with postage prepaid and return receipt requested.

Any notice addressed to the Village shall be addressed to:

Village of Pleasant Prairie  
Attn: Nathan Thiel  
Title: Village Administrator  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Any notice addressed to the Company shall be addressed to:

Kroger Fulfillment Network  
Attn: Rita L. Williams  
Title: Director, Economic Development  
1014 Vine Street  
Cincinnati, Ohio 45202

Any notice addressed to Kenosha County be addressed to:

Kenosha County  
Attn: James Kreuser  
Kenosha County Executive  
1010 56<sup>th</sup> Street  
Kenosha, WI 53140

Any notice given in accordance with this paragraph shall be effective upon delivery, if personally delivered or if delivered by overnight courier, or three (3) days after depositing the same in the United States mail.

**10. Public Records and Proprietary or Confidential Information.**

The attached Public Records Responsibilities Contract Terms attached hereto as Exhibit C are incorporated herein by reference.

**11. Miscellaneous.**



The laws of the State of Wisconsin shall govern all issues relating to this Agreement. Exclusive jurisdiction and venue for any actions arising out of, or relating to, this Agreement shall be in Kenosha County, Wisconsin. This Agreement is not intended to benefit or to be enforceable by any person other than the Company, Kenosha County, and the Village and their respective successors and assigns. This Agreement may be amended only in a writing signed by all parties. No rule of strict construction shall apply to any party to this Agreement. In the event that any part of this Agreement is determined to be invalid by a court of competent jurisdiction, such part shall be severed from the Agreement and the balance of this Agreement shall survive. This Agreement may be recorded by any party.

~~-6-~~

**12. Amendment, Termination, Expiration and Withdrawal.**

The parties recognize that each relies upon the others in the performance of the obligations of this Agreement, and the financial risks and benefits for each party arise at separate times. As a result, the parties agree that no party may withdraw from the Agreement, absent the unanimous written agreement of all parties. Further, this Agreement cannot be amended or terminated absent the unanimous written agreement of all parties. Absent unanimous written agreement otherwise, this Agreement shall expire only upon full satisfaction of all obligations described in the Agreement.

**IN WITNESS THEREOF**, the Company, Kenosha County and the Village have caused this Memorandum of Understanding and Intergovernmental Cooperation ~~Agreement~~ Agreement to be signed and dated as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

***[Signature Page of Company]***

**Kroger Fulfillment Network, LLC**

a Subsidiary of Ralph's Grocery Company

By: \_\_\_\_\_

Name: Rita L. Williams

Title: Director, Economic Development

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, in \_\_\_\_\_, \_\_\_\_\_, Rita L. Williams, to me known to be the Director, Economic Development of Kroger Fulfillment Network LLC and acknowledged to me to be the same.

Printed name: \_\_\_\_\_

Notary Public: \_\_\_\_\_ Co, State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

*[Signature Page of Kenosha County]*

**KENOSHA COUNTY**  
**A Wisconsin MUNICIPAL CORPORATION**

By: \_\_\_\_\_

Name: James Kreuser

Title: Kenosha County Executive

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, in \_\_\_\_\_, WI, James Kreuser, known as the Kenosha County Executive and acknowledged to me to be the same.

Printed name: \_\_\_\_\_

Notary Public: \_\_\_\_\_ Co, State of

My Commission expires: \_\_\_\_\_

*[Signature Page of Village of Pleasant Prairie]*

**VILLAGE OF PLEASANT PRAIRIE  
A Wisconsin MUNICIPAL CORPORATION**

By:  
John P. Steinbrink, Village President

**ATTEST:**

By: Jane C. Snell, Village Clerk

STATE OF WISCONSIN )  
) SS:  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, in Pleasant Prairie, WI, John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk, of the Village of Pleasant Prairie, to me known to be such Village President and Clerk of the Village of Pleasant Prairie and acknowledged to me to be the same.

Printed name: \_\_\_\_\_

Notary Public: Kenosha Co., State of Wisconsin

My Commission expires: \_\_\_\_\_

Drafted by:  
Jean Werbie-Harris, Community Development Director  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Eric J. Larson, Village Attorney  
Municipal Law & Litigation Group, S.C.  
730 N. Grand Avenue  
Waukesha, WI 53186

**Exhibit B**  
**IGA - Pleasant Prairie / MOU - Kroger**  
**Distribution Center Infrastructure Improvements**

\* Cost Split

* Kenosha County Highway Budget	\$760,315
* TEA Grant - State of Wisconsin	\$951,315
* Kroger Payments to Contractors or Kenosha County	\$191,000
* Total Project Cost	<hr/> \$1,902,630

\* Kenosha County will oversee and administer the development of the transportation improvement.

\* The IGA / MOU includes a Jobs Guarantee with WisDOT.

\* Kenosha County will have jurisdictional responsibility for the transportation improvement.

\* All parties will comply with applicable Federal, State and local regulations.

\* Project Components

- \* Design
- \* Real estate
- \* Utility improvements
- \* Construction engineering
- \* Construction of turn lanes
- \* Construction of acceleration / deceleration lanes
- \* Construction of driveway accesses
- \* Contingency

**RELOCATION ORDER**

lpa1708 08/2011 (Replaces LPA3006)

**EXHIBIT C**

Project 3724-04-70	Road name CTH H (88 <sup>th</sup> Ave) Improvements, Village of Pleasant Prairie	Highway County Road	County Kenosha
Right of way plat date	Plat sheet number(s) 4.01 – 4.08	Previously approved Relocation Order date N/A	

Description of termini of project:

**BEGIN RELOCATION ORDER:**

From 15.69 feet West of and 323.16 feet North of the Southwest Quarter Corner of Section 16, Town 1 North, Range 22 East.

**END RELOCATION ORDER:**

From 107.00 feet East of and 2208.84 feet South of the Northwest Quarter Corner of Section 16, Town 1 North, Range 22 East

To properly establish, lay out, 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 Section 61.34 (3 & 3m), Wisconsin Statutes, the Village of Pleasant Prairie orders that:

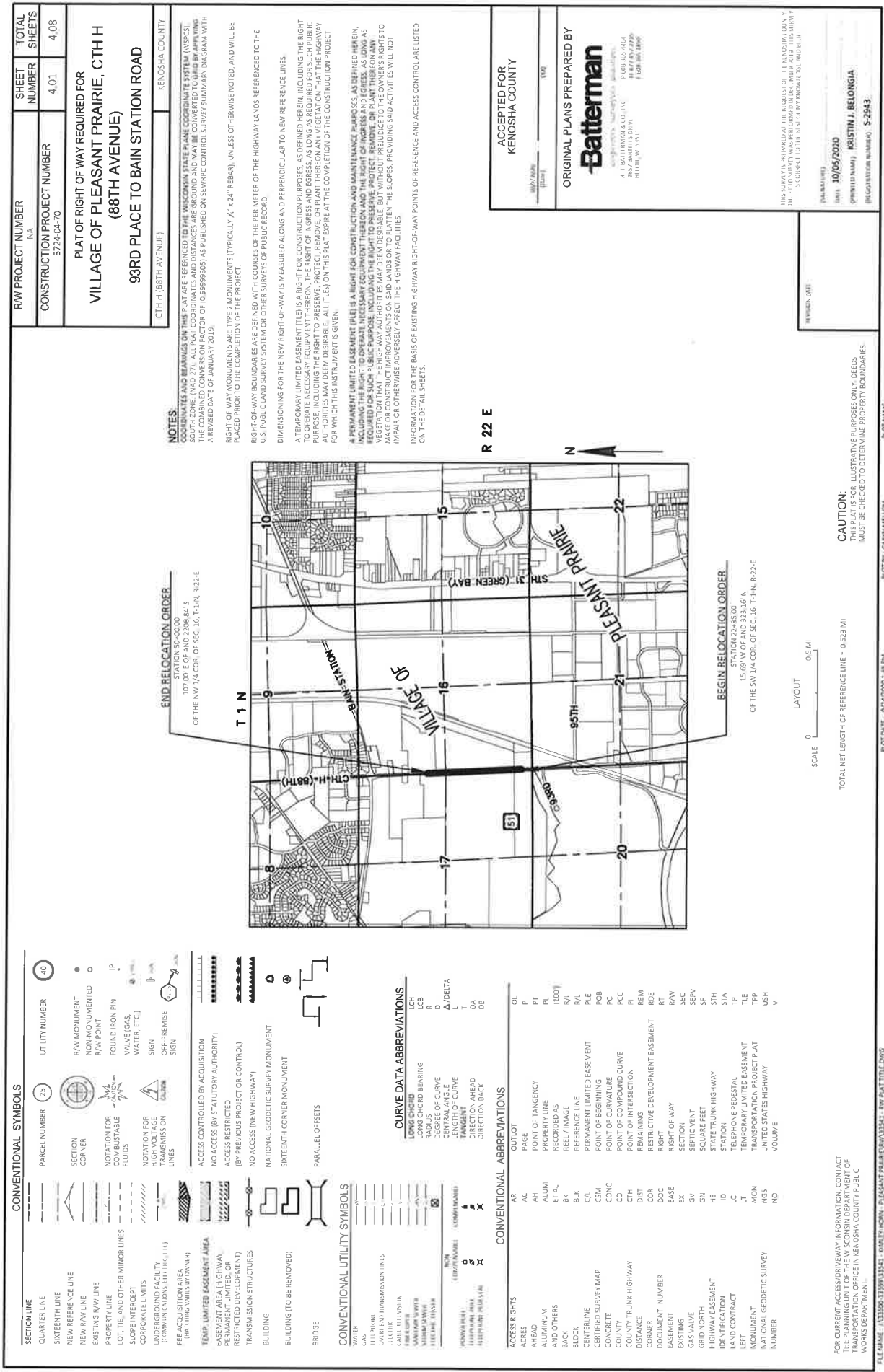
1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: Village of Pleasant Prairie
3. This order supersedes and amends any previous order issued by the: Village of Pleasant Prairie

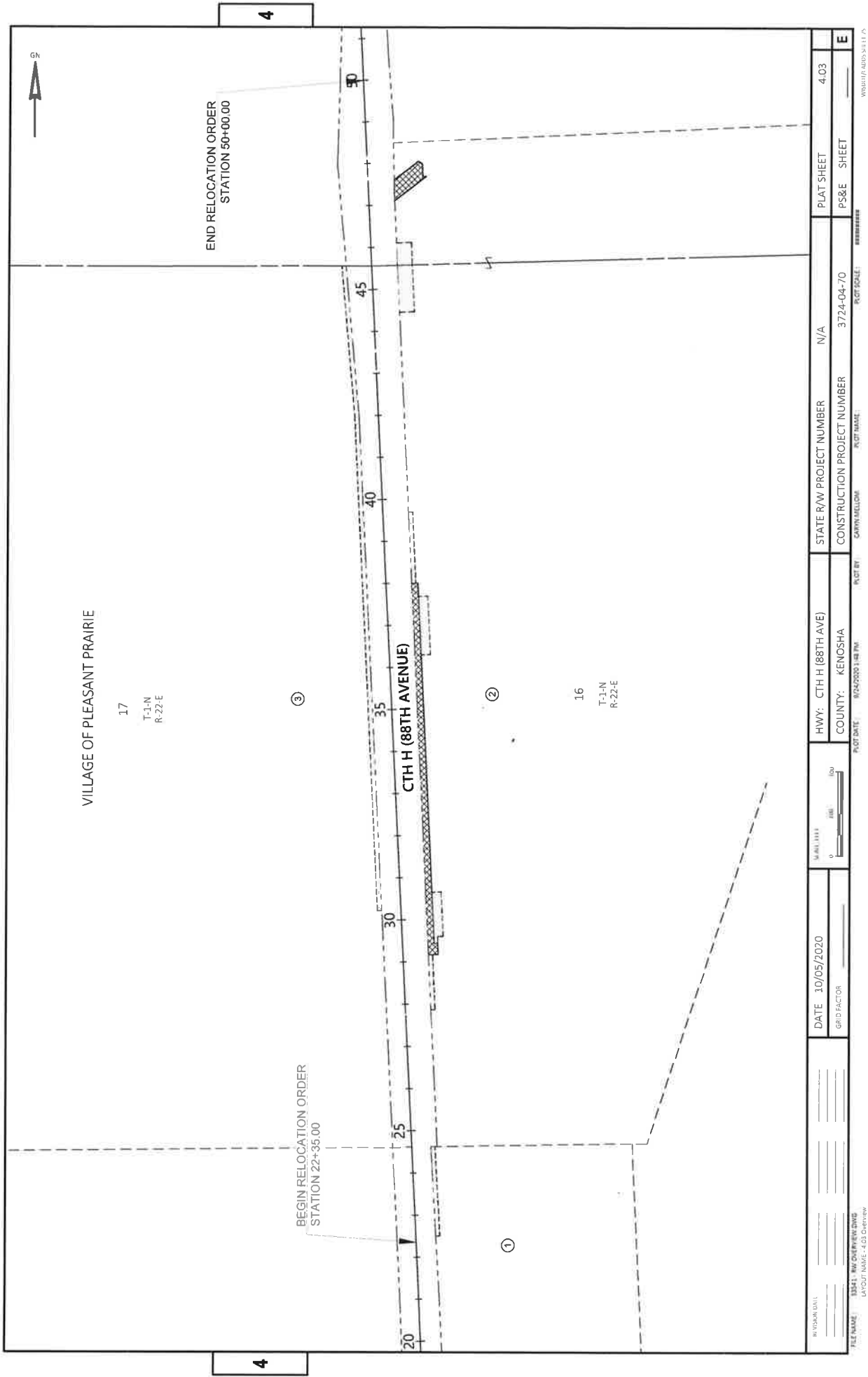
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Name and Title

Date





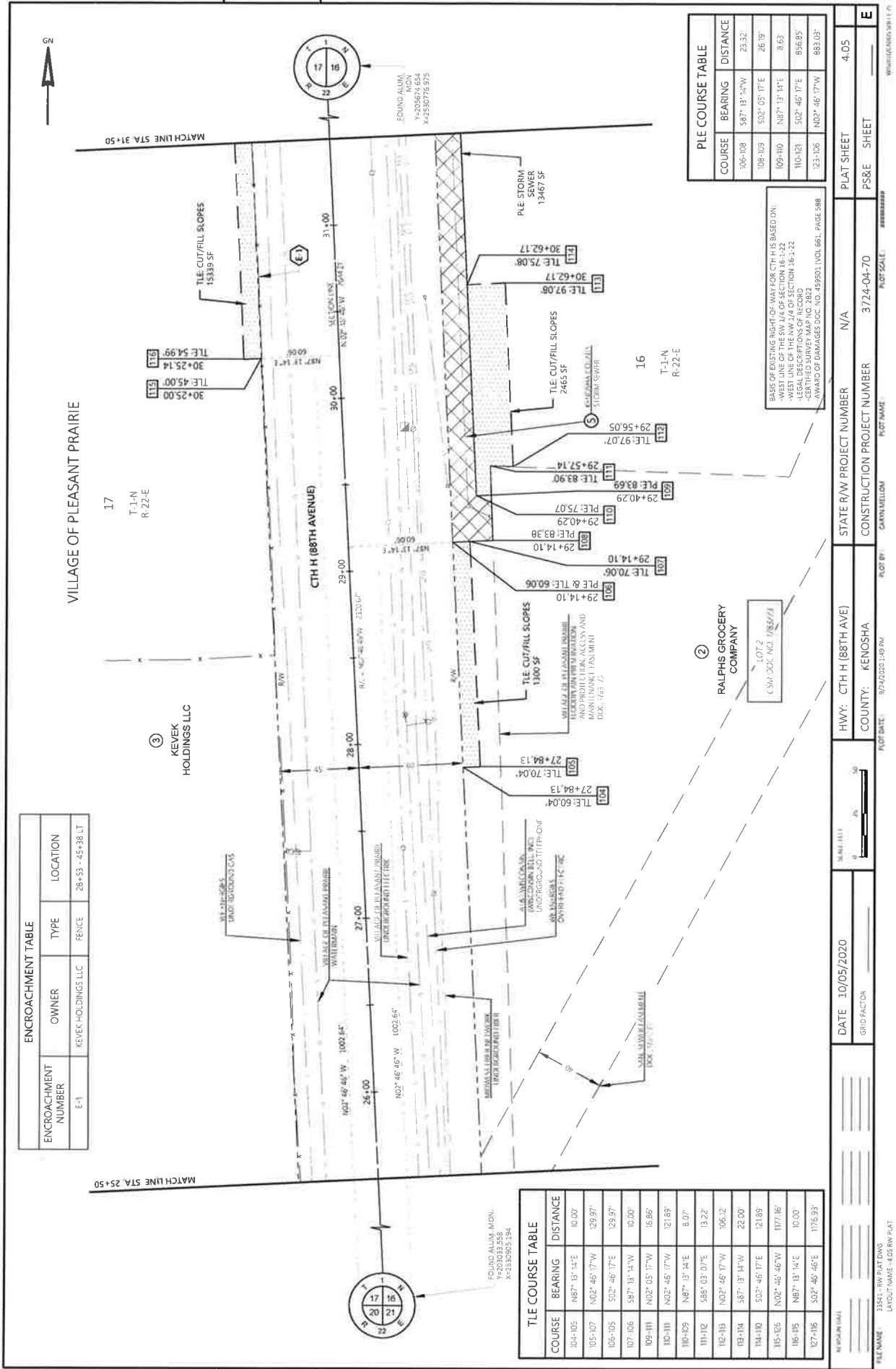


INVOICED BY	DATE	10/05/2020	GRID FACTOR	0.00	SCALE	1"=100'	PLAT SHEET	4.03
FILE NAME	STATE	MAP SHEET	PROJECT	3724-04-70	CONSTRUCTION PROJECT NUMBER	N/A	PS&E SHEET	E
DESIGN	DATE	10/05/2020	PROJECT	3724-04-70	CONSTRUCTION PROJECT NUMBER	N/A	PS&E SHEET	E
DESIGN	DATE	10/05/2020	PROJECT	3724-04-70	CONSTRUCTION PROJECT NUMBER	N/A	PS&E SHEET	E





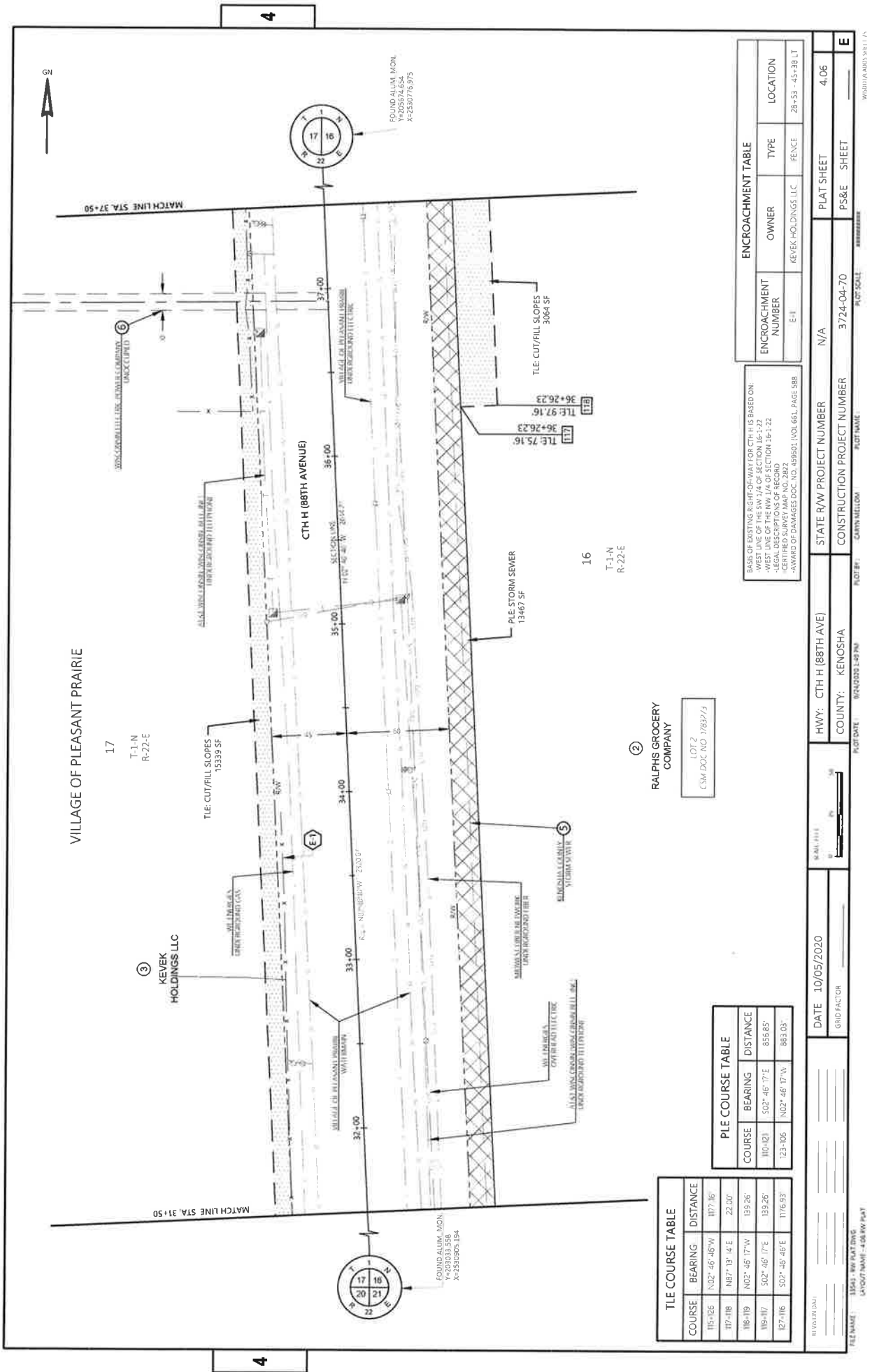
ENCROACHMENT TABLE			
ENCROACHMENT NUMBER	OWNER	TYPE	LOCATION
E-1	KEVEK HOLDINGS LLC	FENCE	26+53 - 45+38 LT



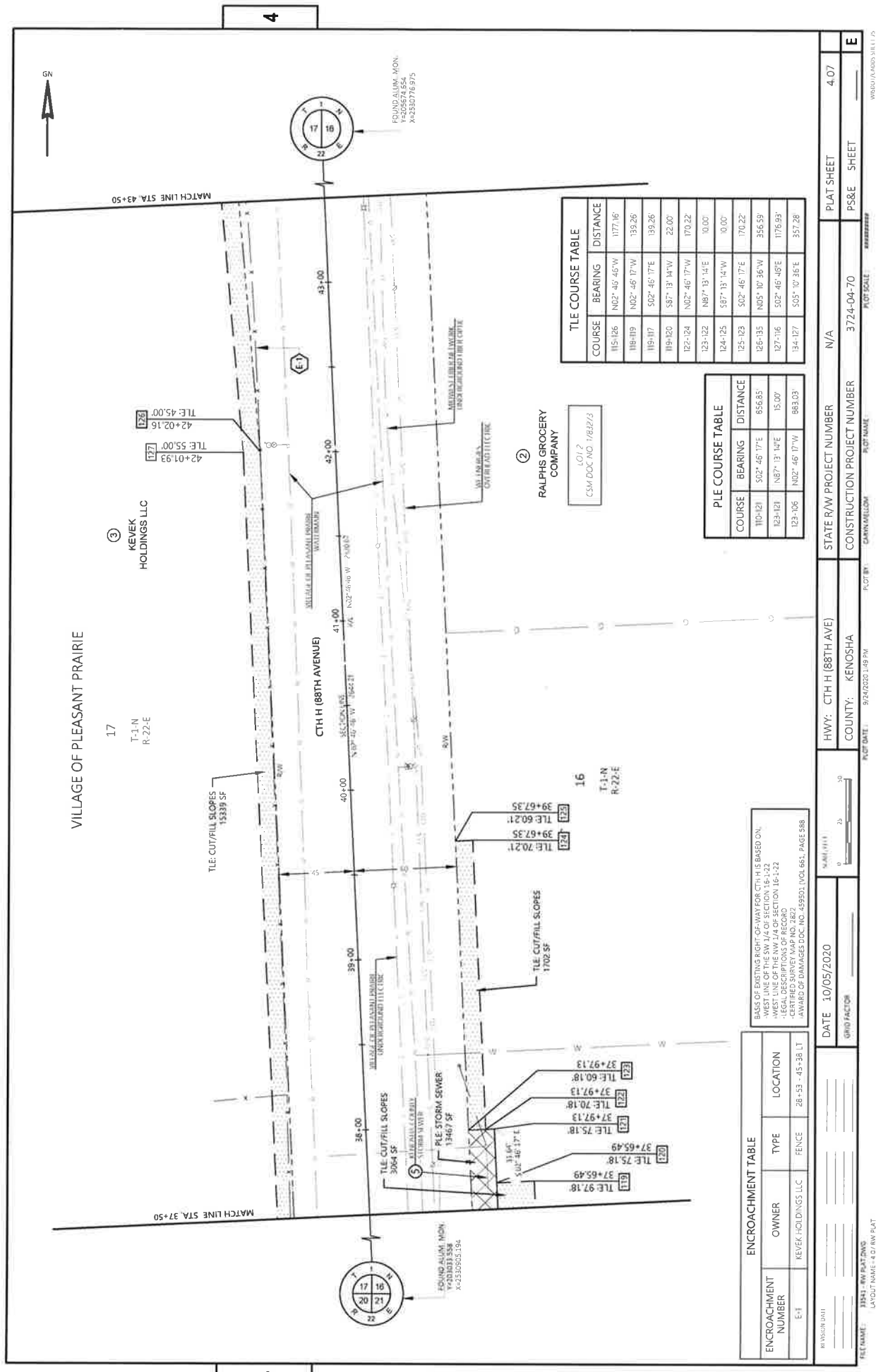
TLE COURSE TABLE	
COURSE	BEARING
104-105	N87° 13' 14"E
105-107	N02° 46' 17"W
107-106	S02° 46' 17"E
106-105	S87° 13' 14"W
105-104	N02° 05' 17"W
104-103	N87° 13' 14"E
103-102	S88° 03' 07"E
102-101	N02° 46' 17"W
101-100	S87° 13' 14"W
100-099	N02° 46' 17"E
099-098	N87° 13' 14"E
098-097	S02° 46' 17"E
097-096	S87° 13' 14"W
096-095	N02° 46' 17"E
095-094	N87° 13' 14"E
094-093	S02° 46' 17"E
093-092	S87° 13' 14"W
092-091	N02° 46' 17"E
091-090	N87° 13' 14"E
090-089	S02° 46' 17"E
089-088	S87° 13' 14"W
088-087	N02° 46' 17"E
087-086	N87° 13' 14"E
086-085	S02° 46' 17"E
085-084	S87° 13' 14"W
084-083	N02° 46' 17"E
083-082	N87° 13' 14"E
082-081	S02° 46' 17"E
081-080	S87° 13' 14"W
080-079	N02° 46' 17"E
079-078	N87° 13' 14"E
078-077	S02° 46' 17"E
077-076	S87° 13' 14"W
076-075	N02° 46' 17"E
075-074	N87° 13' 14"E
074-073	S02° 46' 17"E
073-072	S87° 13' 14"W
072-071	N02° 46' 17"E
071-070	N87° 13' 14"E
070-069	S02° 46' 17"E
069-068	S87° 13' 14"W
068-067	N02° 46' 17"E
067-066	N87° 13' 14"E
066-065	S02° 46' 17"E
065-064	S87° 13' 14"W
064-063	N02° 46' 17"E
063-062	N87° 13' 14"E
062-061	S02° 46' 17"E
061-060	S87° 13' 14"W
060-059	N02° 46' 17"E
059-058	N87° 13' 14"E
058-057	S02° 46' 17"E
057-056	S87° 13' 14"W
056-055	N02° 46' 17"E
055-054	N87° 13' 14"E
054-053	S02° 46' 17"E
053-052	S87° 13' 14"W
052-051	N02° 46' 17"E
051-050	N87° 13' 14"E
050-049	S02° 46' 17"E
049-048	S87° 13' 14"W
048-047	N02° 46' 17"E
047-046	N87° 13' 14"E
046-045	S02° 46' 17"E
045-044	S87° 13' 14"W
044-043	N02° 46' 17"E
043-042	N87° 13' 14"E
042-041	S02° 46' 17"E
041-040	S87° 13' 14"W
040-039	N02° 46' 17"E
039-038	N87° 13' 14"E
038-037	S02° 46' 17"E
037-036	S87° 13' 14"W
036-035	N02° 46' 17"E
035-034	N87° 13' 14"E
034-033	S02° 46' 17"E
033-032	S87° 13' 14"W
032-031	N02° 46' 17"E
031-030	N87° 13' 14"E
030-029	S02° 46' 17"E
029-028	S87° 13' 14"W
028-027	N02° 46' 17"E
027-026	N87° 13' 14"E
026-025	S02° 46' 17"E
025-024	S87° 13' 14"W
024-023	N02° 46' 17"E
023-022	N87° 13' 14"E
022-021	S02° 46' 17"E
021-020	S87° 13' 14"W
020-019	N02° 46' 17"E
019-018	N87° 13' 14"E
018-017	S02° 46' 17"E
017-016	S87° 13' 14"W
016-015	N02° 46' 17"E
015-014	N87° 13' 14"E
014-013	S02° 46' 17"E
013-012	S87° 13' 14"W
012-011	N02° 46' 17"E
011-010	N87° 13' 14"E
010-009	S02° 46' 17"E
009-008	S87° 13' 14"W
008-007	N02° 46' 17"E
007-006	N87° 13' 14"E
006-005	S02° 46' 17"E
005-004	S87° 13' 14"W
004-003	N02° 46' 17"E
003-002	N87° 13' 14"E
002-001	S02° 46' 17"E
001-000	S87° 13' 14"W

PLE COURSE TABLE	
COURSE	BEARING
106-105	S87° 13' 14"W
105-104	S02° 05' 17"E
104-103	N87° 13' 14"E
103-102	S02° 46' 17"E
102-101	N02° 46' 17"W
101-100	N02° 46' 17"W
100-099	N02° 46' 17"W
099-098	N02° 46' 17"W
098-097	N02° 46' 17"W
097-096	N02° 46' 17"W
096-095	N02° 46' 17"W
095-094	N02° 46' 17"W
094-093	N02° 46' 17"W
093-092	N02° 46' 17"W
092-091	N02° 46' 17"W
091-090	N02° 46' 17"W
090-089	N02° 46' 17"W
089-088	N02° 46' 17"W
088-087	N02° 46' 17"W
087-086	N02° 46' 17"W
086-085	N02° 46' 17"W
085-084	N02° 46' 17"W
084-083	N02° 46' 17"W
083-082	N02° 46' 17"W
082-081	N02° 46' 17"W
081-080	N02° 46' 17"W
080-079	N02° 46' 17"W
079-078	N02° 46' 17"W
078-077	N02° 46' 17"W
077-076	N02° 46' 17"W
076-075	N02° 46' 17"W
075-074	N02° 46' 17"W
074-073	N02° 46' 17"W
073-072	N02° 46' 17"W
072-071	N02° 46' 17"W
071-070	N02° 46' 17"W
070-069	N02° 46' 17"W
069-068	N02° 46' 17"W
068-067	N02° 46' 17"W
067-066	N02° 46' 17"W
066-065	N02° 46' 17"W
065-064	N02° 46' 17"W
064-063	N02° 46' 17"W
063-062	N02° 46' 17"W
062-061	N02° 46' 17"W
061-060	N02° 46' 17"W
060-059	N02° 46' 17"W
059-058	N02° 46' 17"W
058-057	N02° 46' 17"W
057-056	N02° 46' 17"W
056-055	N02° 46' 17"W
055-054	N02° 46' 17"W
054-053	N02° 46' 17"W
053-052	N02° 46' 17"W
052-051	N02° 46' 17"W
051-050	N02° 46' 17"W
050-049	N02° 46' 17"W
049-048	N02° 46' 17"W
048-047	N02° 46' 17"W
047-046	N02° 46' 17"W
046-045	N02° 46' 17"W
045-044	N02° 46' 17"W
044-043	N02° 46' 17"W
043-042	N02° 46' 17"W
042-041	N02° 46' 17"W
041-040	N02° 46' 17"W
040-039	N02° 46' 17"W
039-038	N02° 46' 17"W
038-037	N02° 46' 17"W
037-036	N02° 46' 17"W
036-035	N02° 46' 17"W
035-034	N02° 46' 17"W
034-033	N02° 46' 17"W
033-032	N02° 46' 17"W
032-031	N02° 46' 17"W
031-030	N02° 46' 17"W
030-029	N02° 46' 17"W
029-028	N02° 46' 17"W
028-027	N02° 46' 17"W
027-026	N02° 46' 17"W
026-025	N02° 46' 17"W
025-024	N02° 46' 17"W
024-023	N02° 46' 17"W
023-022	N02° 46' 17"W
022-021	N02° 46' 17"W
021-020	N02° 46' 17"W
020-019	N02° 46' 17"W
019-018	N02° 46' 17"W
018-017	N02° 46' 17"W
017-016	N02° 46' 17"W
016-015	N02° 46' 17"W
015-014	N02° 46' 17"W
014-013	N02° 46' 17"W
013-012	N02° 46' 17"W
012-011	N02° 46' 17"W
011-010	N02° 46' 17"W
010-009	N02° 46' 17"W
009-008	N02° 46' 17"W
008-007	N02° 46' 17"W
007-006	N02° 46' 17"W
006-005	N02° 46' 17"W
005-004	N02° 46' 17"W
004-003	N02° 46' 17"W
003-002	N02° 46' 17"W
002-001	N02° 46' 17"W
001-000	N02° 46' 17"W

DATE: 10/05/2020	GRID FACTOR: _____	DATE: 10/05/2020	GRID FACTOR: _____
PROJECT NAME: 33501 - SW 1/4 DWS	PROJECT NUMBER: 3724-04-70	PROJECT NAME: 33501 - SW 1/4 DWS	PROJECT NUMBER: 3724-04-70
PROJECT DATE: 9/24/2020 1:49 PM	PROJECT SCALE: 1"=40'	PROJECT DATE: 9/24/2020 1:49 PM	PROJECT SCALE: 1"=40'
PROJECT SHEET: 4.05	PROJECT SHEET: 4.05	PROJECT SHEET: 4.05	PROJECT SHEET: 4.05







③  
KEVEK  
HOLDINGS LLC

②  
RALPHS GROCERY  
COMPANY

**TLE COURSE TABLE**

COURSE	BEARING	DISTANCE
115-126	N02°40'46"W	1177.16'
118-119	N02°46'17"W	139.26'
119-117	S02°46'17"E	139.26'
119-120	S87°13'14"W	22.00'
122-124	N02°46'17"W	170.22'
123-122	N87°13'14"E	10.00'
124-125	S87°13'14"W	10.00'
125-123	S02°46'17"E	170.22'
126-135	N05°10'36"W	356.59'
127-116	S02°46'48"E	1176.93'
134-127	S05°10'36"E	357.28'

**PLE COURSE TABLE**

COURSE	BEARING	DISTANCE
110-121	S02°46'17"E	856.85'
123-121	N87°13'14"E	15.00'
123-126	N02°46'17"W	983.03'

**ENCROACHMENT TABLE**

ENCROACHMENT NUMBER	OWNER	TYPE	LOCATION
E-1	KEVEK HOLDINGS LLC	FENCE	28'-53' - 45'-38' LT

BASE OF EXISTING RIGHT-OF-WAY FOR CTH H IS BASED ON:  
 -WEST LINE OF THE SW 1/4 OF SECTION 16-1-22  
 -WEST LINE OF THE NW 1/4 OF SECTION 16-1-22  
 -LEGISLATION OF RECORD  
 -CITY RECORDS  
 -AWARD OF DAMAGES DOC. NO. 459501 (VOL. 661, PAGE 588)

DATE: 10/05/2020		HWY: CTH H (88TH AVE)		STATE R/W PROJECT NUMBER: N/A		PLAT SHEET: 4.07	
DATE FACTOR: _____		COUNTY: KENOSHA		CONSTRUCTION PROJECT NUMBER: 3724-04-70		PS&E SHEET: E	
PROJECT NAME: _____		PLOT BY: CANNON MELLOW		PLOT SCALE: _____		SHEET: E	
PROJECT DATE: 9/24/2020 1:49 PM		PLOT BY: CANNON MELLOW		PLOT SCALE: _____		SHEET: E	



ENCROACHMENT TABLE			
ENCROACHMENT NUMBER	OWNER	TYPE	LOCATION
E-1	KEVEK HOLDINGS LLC	FENCE	28+53 - 45+38 LT

VILLAGE OF PLEASANT PRAIRIE

17

T-1-N  
R-22-E

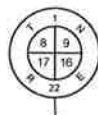
③

KEVEK  
HOLDINGS LLC

END RELOCATION ORDER  
STA 50+00.00  
Y = 206118.467  
X = 2530755.474

4

4



CTH H (88TH AVENUE)



FOUND ALUM. MON.  
Y=208327.306  
X=2530544.457

FOUND ALUM. MON.  
Y=208327.306  
X=2530544.457

PLE COURSE TABLE	
COURSE	DISTANCE
136-137	552' 22" 17°W
137-138	552' 22" 17°W
138-139	502' 46" 43°E
139-140	554' 49" 56°E
140-141	552' 22" 17°E
141-142	502' 46" 43°E
142-143	554' 49" 56°E

TLE COURSE TABLE	
COURSE	DISTANCE
126-135	N02° 07' 36"W
128-129	N87° 13' 47"E
129-130	N02° 35' 05"W
130-131	N02° 27' 13"W
131-132	S02° 49' 47"E
132-133	S87° 13' 43"W
133-134	S02° 46' 17"E
134-135	S05° 00' 36"E
135-136	S89° 51' 55"W

②  
RALPHS GROCERY  
COMPANY

LOT 2  
CSM DOC NO. 1783273

LOT 1  
CSM DOC NO. 1783273

DATE	10/05/2020	GRID FACTOR	
STATE R/W PROJECT NUMBER	N/A	CONSTRUCTION PROJECT NUMBER	3724-04-70
HWY: CTH H (88TH AVE)		COUNTY: KENOSHA	
PLAT SHEET	4.08	PS&E SHEET	E

**TEA GRANT APPLICATION**

Wisconsin Department of Transportation

DT1283 4/2014



Under the State of Wisconsin's  
Transportation Facilities  
Economic Assistance and  
Development Program (TEA)

**1. APPLICANT(S)**

<b>Community Name</b> Kenosha County	
Street Address/PO Box 19600 75 <sup>th</sup> Street, Suite 122-1	(Area Code) Telephone Number 262-220-0805
City, State, ZIP Code Bristol, WI 53104	(Area Code) FAX Number 262-857-1885
Community Contact Person Clement Abongwa	Title Director of Highways/Highway Commissioner
Email Address of Contact Person Clement.Abongwa@kenoshacounty.org	
<b>Business Name</b> Kroger Fulfillment Network	
Business Street Address/PO Box 1014 Vine Street	(Area Code) Telephone Number 5137621425
City, State, ZIP Code Cincinnati, OH 45202	(Area Code) FAX Number
Business Contact Person Rita L. Williams	Title Director, Economic Development
Email Address of Contact Person incentives.credits@kroger.com	

**2. CERTIFICATION**

To the best of my knowledge and belief, the information submitted is true and correct and the document has been duly authorized for submittal by the governing agency.

X *Clement Abongwa*

(City/Village/Town Officer Authorized to Sign Application)

Director of Highways/Highway Commissioner

Division of Highways-Public Works Department

(Title)

5/30/20

(Date - m/d/yy)

**Please submit your application in quadruplicate in stapled format (not spiral bound, no binders).**

**PART I: SCREENING INFORMATION**

## 3. ELIGIBILITY CRITERIA (Check only those that apply.):

- ☒ A. The new business development will definitely occur within 3 years if the transportation improvement is completed.
- ☒ B. The new business development is not primarily retail, an eating or drinking establishment, a recreation or entertainment facility, or hotel/motel.
- ☒ C. The new business development does not primarily involve transfer of business from other parts of the state.
- ☒ D. Applicant(s) will comply with all federal and state laws and local ordinances as they relate to the development and use of the transportation facility development.
- ☒ E. Community acknowledges its willingness to sign a Job Guarantee with WisDOT. The actual Guarantee can be signed later. A copy of a Job Guarantee with the language we currently use is attached. The Community may elect to adopt a like guarantee with the business(es).
- ☒ F. (If applicable) The road improvement will be under local government jurisdiction, will be open to the public, and all municipalities concur in the project where more than one jurisdiction is involved.
- ☐ G. (If applicable) The rail improvement will either be under the jurisdiction of a public authority, or businesses or persons other than the TEA application business(es) may use the improvement.

## 4. ELIGIBILITY DOCUMENTATION

**From the community(ies):** A written statement on letterhead signed by a municipal official detailing why it is not able to fund 100% of the proposed transportation improvement and what alternate sources of funding have been explored.

**Note:** General Obligation (G.O.) borrowing capacity and remaining G.O. capacity should be given, as should details on any Tax Incremental Financing involved.

**From the business(es):** A written statement on company letterhead signed by a company official indicating that it is electing to expand in Wisconsin partially because the TEA eligible improvements are promised and that it either:

- (a) Explored expansion alternatives in other states, detailing their alternatives; or,
- (b) Will not expand in Wisconsin at all without the proposed transportation improvements.

**PART II: EVALUATION DATA – FROM THE COMMUNITY****5. DESCRIPTION OF THE TRANSPORTATION IMPROVEMENT**

The proposed roadway improvement project will reconstruct CTH H (88<sup>th</sup> Avenue) from approximately 0.2 miles north of 93<sup>rd</sup> Place to Bain Station Road. The 0.8 mile long project will provide single northbound and southbound lanes but will add dedicated turn lanes to the proposed Kroger Fulfillment Network Center, which will be located along the east side of CTH H. On-road bicycle lanes will also be provided and the existing roadway drainage system will be improved.

**6. JUSTIFICATION FOR THE PROPOSED TRANSPORTATION IMPROVEMENT**

The proposed Kroger Fulfillment Network Center will dramatically increase traffic along CTH H. The proposed facility will employ approximately 700 employees. Due to the nature of the business, approximately 288 delivery vans and 29 semi-type delivery trucks will cycle in and out of the site seven (7) days per week. A Traffic Impact Analysis (TIA) was completed to study the operational impacts of the roadway caused by the increased traffic from the facility. The TIA recommended dedicated northbound and southbound turn lanes be installed to ensure the roadway continues to function in a safe and efficient manner.

**7. A COST ESTIMATE OF THE TRANSPORTATION IMPROVEMENT**

(please attach), including amount of materials and unit prices. Eligible cost items are: design engineering, environmental testing and remediation, real estate (purchase price of that portion under the right-of-way only), relocation of residence and business (if applicable), construction, reconstruction (if applicable), utility relocation (if applicable), and construction engineering & contingencies (15%).

**Note:** Connecting railroad costs should also be included on rail spur projects.

The estimated cost for the CTH H (88<sup>th</sup> Avenue) Reconstruction project is \$1.9M (see attached detailed cost estimate)

**8. A PROPOSED TYPICAL CROSS-SECTION for a road transportation improvement AND/OR a TRACK LAYOUT DRAWING for a rail transportation improvement (please attach).**

See attached 30% plan.

**9. AN 8 1/2" × 11" SITE PLAN, preferably color coded, plotting: planned business expansion; proposed transportation improvements; and, area network of roads and rail lines, out to the closest major highway.**

See attached 30% plan.

**10. COST OF RELATED TEA INELIGIBLE INFRASTRUCTURE**

(i.e., sanitary sewer, water, electric, gas extensions to the new plant).

\$0

**11. FUNDING SOURCES: Include amount requested from TEA, the matching funds, and in-kind services:**

SOURCE	AMOUNT	FORM (Cash, Land, Services)

**12. SCHEDULE FOR TRANSPORTATION IMPROVEMENT AND BUSINESS DEVELOPMENT**

(i.e., commence month/year and complete month/year for both)

CTH H (88<sup>th</sup> Avenue) Reconstruction: Commence 6/2021 - Complete 9/2021

Kroger Fulfillment Network Center: Commence 5/2020 - Complete 4/2022

**PART III: EVALUATION DATA – FROM THE BUSINESS(ES)**

## 13. DESCRIPTION OF THE BUSINESS IMPROVEMENT:

		ESTIMATED COST
A. Land (Acreage or sq. ft.)	58 Acres	\$7,400,000.00
B. Building(s) (Type & sq. ft.)	350,000 SF	\$71,000,000.00
C. Machinery & equipment (Type)	Warehouse Equipment	\$9,000,000.00
D. Other capital costs	Land Improvement, Capitalized Interest	\$25,000,000.00
E. <b>Total Capital Investment</b>		<b>\$112,400,000.00</b>

14. A MAP, SITE PLAN, OR SCHEMATIC of the proposed business expansion identifying expansion phases (if appropriate); the nearby transportation improvement requested; and, truck, auto, and rail (if appropriate) access points to the new plant.

See Attached.

15. AN OPERATIONAL EXPLANATION of WHY the proposed TRANSPORTATION IMPROVEMENTS are NEEDED by the business.

Kroger Logistics is requesting approval to construct a 350,000 SF Kroger Fulfillment Network Center in Pleasant Prairie as part of the Kroger/Ocado partnership to facilitate Home Delivery within the Chicago/Milwaukee catchment area (including but not limited to: Wisconsin (Milwaukee, Green Bay), Illinois (Chicago), Indiana (South Bend). The building, in concept, is broken up in three sections. An ambient section, cooled to 72-74 Fahrenheit, encompassing dry grocery and inbound operations along with Maintenance, Tote Wash and Bagging Assemblies. A chilled section, cooled to 34 Fahrenheit, encompassing perishable product, inbound and outbound activities, a manual service counter and a 28,000 SF freezer. A 30,000 SF Office extension encompassing operational activities, dispatch offices and breakrooms, locker rooms and other program related requirements.

The new building and partnership with Ocado Solutions, will serve the Chicago/Milwaukee catchment region with a targeted Go-Live date of Q1 2022. Pleasant Prairie was identified as the sixth market for the partnership due to its ability to reach the Chicago and Milwaukee markets, while leveraging the logistics infrastructure.

16. The EXPECTED DAILY INITIAL and PROJECTED VOLUME of AUTOS and TRUCK/TRAILERS entering and exiting the new facility.

- Approximately 700 employees working 10-hour staggered shifts each day
- Approximately 288 delivery vans with staggered departure/arrival times each day
- Approximately 29 heavy vehicles with staggered departure/arrival times each day

17. NUMBER OF JOBS AND AVERAGE WAGE, not including fringe benefits, for each type of job created or retained by this business development.

Major Standard Industrial Classification Code (SIC) = 493110 (or NAICS code)

JOB CATEGORY	NUMBER OF JOBS	AVERAGE WAGE
Site Leaders, Maintenance Managers, HR Managers, Quality Assurance, Operations Managers SIC Code =	20	\$94,869



Light Truck or Delivery Service Drivers SIC Code =	64	\$35,818
Supervisors, Team Managers SIC Code =	18	\$29,390
Laborers, Freight, Movers, Pickers, Packers, Support SIC Code =	128	\$30,000

18. OF THE JOBS LISTED IN #17, how many are due to:  
(Total should equal the number of jobs reported in #17.)

NEW FACILITY	EXPANSION	ANOTHER STATE	RETENTION
230			

19. BACKGROUND information ON the COMPANY(IES) AND the nature of its BUSINESS.

(A company brochure might be appropriate here.)

Please see information for the Kroger Co. (Kroger Fulfillment Network) at <https://www.thekrogerco.com/>; and for Question 22. below please see <http://ir.kroger.com/sec-filings> for the FINANCIAL INFORMATION.

The Kroger Co. (Kroger Fulfillment Network) in partnership with Ocado Solutions will expand and enhance its delivery logistics business with the construction of a robotically operated fulfillment center. Ocado's technology platform integrated into Kroger's grocery business and supply chain infrastructure advances the quality and speed of online grocery orders in Wisconsin. This strategic alliance combines the specialized capabilities of each company to create an innovative operation that will redefine customer's food and grocery experiences.

20. What is the PRINCIPAL GEOGRAPHIC MARKET AREA for the GOODS or SERVICES produced by the business(es)?

Home Delivery within the Chicago/Milwaukee catchment area (including but not limited to: Wisconsin (Milwaukee, Green Bay), Illinois (Chicago), Indiana (South Bend).

21. Who (what firms) are the MAJOR COMPETITORS of the business(es)? WHERE are they LOCATED (city and state)?  
Please list ALL Wisconsin competitors and their locations.

Major eCommerce grocery competitors nationwide include Amazon and Walmart. Wisconsin food and grocery home delivery services include Blue Apron Local Delivery, Braise Local Food Local Delivery, Brewers Organics Local Delivery, Bring It! Errands & Delivery Local Delivery, Groceries On The Go Local Delivery, Hy-Vee Local Delivery, Irv & Shelly's Fresh Picks Local Delivery, and WeGoShop.com.

22. FINANCIAL INFORMATION necessary TO ASSESS FINANCIAL SOUNDNESS of the new business development and the likelihood of continued operations/employment:

A. For an existing business:

- 1) THREE YEARS OF at least compilation-quality PROFIT AND LOSS STATEMENTS AND BALANCE SHEETS. (There are three levels of rigor for accounting reports. They are, in descending order of reliability: audit, review, and compilation quality. Although audit quality reports are clearly more definitive in determining financial soundness, an applicant may submit reviews or compilations if audited reports are not available. Submission of these reports may, however, limit our ability to determine the financial soundness of the businesses associated with the application.)
- 2) Evidence of the availability of financing to complete the proposed business development;
- 3) IF SOLE PROPRIETORSHIPS OR FAMILY-OWNED BUSINESSES are involved, PERSONAL FINANCIAL STATEMENTS are required.

B. IF the project involves A BUSINESS STARTUP, OR a business that has been marginally profitable OR has shown declining sales or profitability:

- 1) A business plan;
- 2) Resumes of key management personnel;
- 3) A minimum of three years of financial pro formas prepared or compiled by an independent CPA with all assumptions stated;
- 4) Basis for sales forecasts; and
- 5) Projection of monthly cash flow for the first year of operations.

23. DATA FOR calculating PROJECT BENEFIT/COST RATIO (rail projects only):

A. Typical loadings in tons/carload and the annual volume of materials railed to and from the new plant.

- B. Typical loadings in pounds/truckload and the annual volume of raw materials that would have to be trucked to and from the new plant (assume the ridiculous here) if the rail spur is not built.
- C. Estimated annual railroad and truck freight rates for the volume in A and B above.
- D. Additional costs, not reflected in freight rates for: transloading, cross-docking, storage, loss and damage, etc., if the rail spur is not built (again, assume the ridiculous here)



## TEA JOB GUARANTEE

Wisconsin Department of Transportation  
DT1286 3/2017



The **Kenosha County** ("Applicant") agrees to authorize the inclusion of, and be bound by, this repayment provision in the separate State-Municipal Agreement (SMA) that will be executed between it and the Wisconsin Department of Transportation (WisDOT) as part of WisDOT's approval of Applicant's request for assistance under the Transportation Facilities Economic Assistance and Development (TEA) program.

The **Kenosha County** agrees, in this repayment provision, to reimburse WisDOT for up to the full grant amount if employment within the economic development project (**Kroger Fulfillment Network**) fails to meet the following goals:

From a baseline employment of 0 jobs:

- (1) Creation of 230 new jobs within three years after the SMA is executed; and, retention of said 230 new jobs seven years after the SMA is executed
- (2) In addition to said new jobs, retention of 230 jobs three years, and seven years, after the SMA is executed

Total number of jobs to be retained at both the three-year and seven-year reporting dates: 230

For purposes of this provision, a job is defined to be consistent with Ch. Trans. 510, Wis. Adm. Code. It will include all new non-retail jobs and exclude jobs obtained through geographic job transfers within Wisconsin except those that would be lost to the state. Eligible jobs include full time equivalents (FTE's).

At three years and again at seven years after the SMA is executed, the **Kenosha County** will report to WisDOT the number of FTE jobs that were created and/or retained. For TEA grants of \$100,000 or more, the reports will be accompanied by an attestation report created and signed by an independent Certified Public Accountant licensed or certified under ch. 442, Wis. Stats., expressing an opinion on the number of eligible jobs; the director or principal officer of the **Kenosha County** will also attest, including by signature, to the accuracy of the job numbers.

If the job guarantee is not satisfied, WisDOT will evaluate the job benefits that have been obtained in order to determine if reimbursement of either the full grant amount or a reduced amount, based on a prorated share related to the number of jobs that have materialized as a result of the economic development project, is appropriate, or other remedy under s. Trans 510.08(3), Wis. Adm. Code.

The full grant amount involved here, of which partial or total reimbursement may be required, is \$951,315.00.

X

(Signature of WisDOT Secretary)

Dave Ross  
Secretary,  
Wisconsin Department of Transportation

(Date – m/d/yy)

X

(Signature of the Applicant's Authorized Representative)

Clement Abongwa - Director of Highway  
(Print Name and Title of Representative)

19600 75<sup>th</sup> Street, Suite 122-1  
(Street, P.O. Box)

Bristol, WI 53104  
(City, State, ZIP Code)

5/30/20  
(Date – m/d/yy)



# COUNTY OF KENOSHA

## Division of Planning & Development

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

### MEMORANDUM

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

As required by Section 59.69(2)(e), the following report is being made on the petitions to the **November 11, 2020** 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. **Nuendank Brighton Land Trust**, 9000 Murphy Ln., Skokie, IL 60076 (Owner), Ken Nuendank, 9000 Murphy Ln., Skokie, IL 60076 (Agent), requesting a **Certified Survey Map** on Tax Parcel #30-4-220-273-0301, located in the south ½ of Section 27, T2N, R20E, Town of **Brighton**.
2. **Sales Engineers Inc. Midwest Equipment**, 12015 38<sup>th</sup> St., Kenosha, WI 53144-7551 (Owner), Sandra Milenkovic, Diesel Brothers, 2360 Techny Rd., Northbrook, IL 60062 (Agent), requesting a **conditional use permit** to allow an auto-truck repair and associated parking in the M-2 Heavy Manufacturing Dist. on Tax Parcel # 45-4-221-254-0126, located in the SE ¼ of Section 25, T2N, R21E, Town of **Paris**.
3. Approval of Minutes
4. Citizens Comments
5. Any Other Business Allowed by Law
6. Adjournment

Sincerely,

ANDY M. BUEHLER, Director  
Division of Planning & Development

AMB:BF:aw

GL-16-20

OCT 07 2020

10/07/2020

AT 1155 AM



STATE OF WISCONSIN

CIRCUIT COURT

KENOSHA COUNTY

FILED  
10-05-2020  
Clerk of Circuit Court  
Kenosha County  
2020CV000912  
Honorable Chad G  
Kerkman  
Branch 8

60<sup>TH</sup> STREET INVESTMENTS, LLC  
3805 13<sup>th</sup> Place  
Kenosha, WI 53144,

and

VINCENT I. RUFFOLO  
3805 13<sup>th</sup> Place  
Kenosha, WI 53144,

Case No.:

Plaintiffs,

Case Code:

30402

Condemnation Review

-v-

COUNTY OF KENOSHA  
1010 56<sup>th</sup> Street  
Kenosha, WI 53140

Defendant.

**NOTICE OF APPEAL AND APPEAL  
UNDER WIS. STAT. § 32.05(11)**

TO: Kenosha County Clerk of Circuit Courts  
912 56<sup>th</sup> Street  
Kenosha, WI 53140

County of Kenosha  
1010 56<sup>th</sup> Street  
Kenosha, WI 53140

**PLEASE TAKE NOTICE** that the Plaintiffs, 60<sup>TH</sup> STREET INVESTMENTS, LLC a Wisconsin limited liability company, and VINCENT I. RUFFOLO, a Wisconsin resident, by their attorneys, Guttormsen, Terry & Nudo, LLC, by Anthony Nudo, hereby appeal to the Circuit Court of Kenosha County in accordance with Wis. Stat. § 32.05(11), from the amount of compensation received pursuant to an Award of Compensation which was recorded in the office



of the Register of Deeds for Kenosha County, Wisconsin on August 12, 2020 as Document No. 1874847 for the Defendant's acquisition of Plaintiff 60<sup>TH</sup> STREET INVESTMENTS, LLC's real property. Plaintiff 60<sup>TH</sup> STREET INVESTMENTS, LLC's real property, which was acquired by Defendant, is located in Kenosha County, Wisconsin, and is described in said Award of Compensation, which has been attached hereto and is incorporated herein by reference as Exhibit A. Plaintiff VINCENT I. RUFFOLO is a mortgagee of the property subject to this action.

Plaintiffs demand a determination of just compensation by a jury of 12.

Dated: October 5, 2020.

**GUTTORMSEN, TERRY & NUDO, LLC**

Attorneys for Plaintiffs

By: 

Anthony Nudo, Attorney at Law  
State Bar No. 1055242

**DRAFTED BY:**



GUTTORMSEN, TERRY & NUDO, LLC

Anthony Nudo, Attorney at Law

SBN: 1055242

4003 80<sup>th</sup> Street, Suite 101

Kenosha, WI 53142

Telephone: (262) 842-2338

Facsimile: (262) 584-9949

Email: [Anthony@LawMidwest.com](mailto:Anthony@LawMidwest.com)

**AWARD OF DAMAGES by 83.07; Statute No. and 83.08**

Exempt from fee: s. 77.25(2r) Wis. Stats.  
lpa1559 04/2016 (replaces lpa1559 08/2011)

This award of damages is made pursuant to a relocation order of **County of Kenosha** dated **February 3, 2020** and filed in the office of the County Clerk of **Kenosha County**, for the improvement of **County Trunk Highway K**, in **Kenosha County**.

The **County of Kenosha**, has determined it necessary to acquire for the purpose set forth in and in accordance with said relocation order, has ordered the **County of Kenosha** to acquire, in the name of the **County of Kenosha**, a parcel of real estate and/or rights therein as set forth, in and to which the following persons have an interest:

**60<sup>th</sup> Street Investments, LLC**, a Wisconsin Limited Liability Company and **Vincent I. Ruffalo**, a Wisconsin resident

The interest acquired by this award is:

**LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.**

Document #: **1874847**

Date: **2020-08-12** Time: **3:11 PM** Pages: **3**

Fee: **\$30.00** County: **KENOSHA** State: **WI**

REGISTER OF DEEDS: **JOELLYN M. STORZ**

Exempt Code: **2r**

\*\*\*The above recording information verifies this document has been electronically recorded and returned to the submitter\*\*\*



This space is reserved for recording data

Return to

**Single Source, Inc.**

**Attn: Jim Weisling**

**250 Bishops Way, Suite 102**

**Brookfield, WI 53005**

Parcel Identification Number/Tax Key Number

**80-4-122-051-0110**

Said parcel of real estate and/or interests therein will be occupied by **County of Kenosha** or its agents on **August 11, 2020** (date) having complied with all jurisdictional requirements pursuant to law, makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of **Five Thousand Nine Hundred and 00/100 dollars (\$5,900.00)**, for the acquisition of said parcel of real estate and/or interests therein as set forth.

*Clement Abongwa*

Clement Abongwa, P.E.

Acquiring Agency (County of Kenosha)

Director/Highway Commissioner

Title

**8-12-20**

Date

Project ID:  
**RD18-004**

This instrument was drafted by:  
**Jim Weisling of Single Source, Inc.**

Parcel No..  
**29**

### LEGAL DESCRIPTION

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

That part of the Northeast 1/4 of the Northeast 1/4 of Section 5, Town 1 North, Range 22 East, in the Town of Somers described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section; thence South 03°07'55" East along the East line of said Section 58.00 feet to the point of beginning of lands to be described; thence continuing South 03°07'55" East along said East line 217.71 feet to a point; thence South 86°52'05" West 33.00 feet to a point on the West line of CTH H; thence North 07°44'45" West 196.47 feet to a point; thence North 49°42'24" West 55.55 feet to a point; thence South 89°40'11" West 260.75 feet to a point; thence North 03°07'55" West 46.05 feet to a point on the North line of said Section; thence North 89°40'11" East along said North line 292.00 feet to a point; thence South 00°19'49" East 33.00 feet to a point on the South line of CTH K; thence South 46°43'52" East along said South line 38.49 feet to a point; thence North 86°52'05" East 33.00 feet to the point of beginning.

This parcel contains 0.386 acres of land already in use for highway purposes, and 0.152 acres, more or less, of additional land.

Also,

**Temporary Limited Easement** for the right to construct side slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as follows:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 5, Town 1 North, Range 22 East, in the Town of Somers described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section; thence South 89°40'11" West along the North line of said Section 350.00 feet to a point; thence South 03°07'55" East 33.04 feet to a point on the South line of CTH K; thence continuing South 03°07'55" East 13.02 feet the point of beginning of lands to be described; thence North 89°40'11" East 260.75 feet to a point; thence South 49°42'24" East 7.68 feet to a point; thence South 89°40'11" West 266.33 feet to a point; thence North 03°07'55" West 5.00 feet to the point of beginning.

This parcel contains 0.030 acres, more or less.

**Also,**

**That part of the Northeast 1/4 of the Northeast 1/4 of Section 5, Town 1 North, Range 22 East, in the Town of Somers described as follows:**

**Commencing at the Northeast corner of the Northeast 1/4 of said Section; thence South 03°07'55" East along the East line of said Section 275.71 feet to a point; thence South 86°52'05" West 33.00 feet to a point on the West line of CTH H; thence South 03°07'55" East along said West line 213.49 feet to a point; thence South 86°52'05" West 7.00 feet to a point; thence North 03°07'55" West 213.20 feet to a point; thence North 07°44'45" West 203.97 feet to a point; thence South 49°42'24" East 10.47 feet to a point; thence South 07°44'45" East 196.47 feet to the point of beginning.**

**This parcel contains 0.066 acres, more or less.**

**The above Temporary Limited Easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.**

FILED  
10-05-2020  
Clerk of Circuit Court  
Kenosha County  
2020CV000912  
Honorable Chad G  
Kerkman  
Branch 8

STATE OF WISCONSIN      CIRCUIT COURT      KENOSHA COUNTY

---

60<sup>TH</sup> STREET INVESTMENTS, LLC  
3805 13<sup>th</sup> Place  
Kenosha, WI 53144,

and

VINCENT I. RUFFOLO  
3805 13<sup>th</sup> Place  
Kenosha, WI 53144,

Case No.: \_\_\_\_\_

Plaintiffs,

Case Code:      30402  
Condemnation Review

-v-

COUNTY OF KENOSHA  
1010 56<sup>th</sup> Street  
Kenosha, WI 53140

Defendant.

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**JURY DEMAND**

---

**NOW COMES** the above-named Plaintiffs, by their attorneys, GUTTORMSEN, TERRY & NUDO, LLC, by Anthony Nudo, hereby requests a trial by a jury of twelve (12) persons in the above-entitled matter. Tendered herewith is the jury fee in the amount of Seventy-Two Dollars and No/100's (\$72.00).

Dated: October 5, 2020.

**GUTTORMSEN, TERRY & NUDO, LLC**  
Attorneys for Plaintiffs

**DRAFTED BY:**

 GUTTORMSEN, TERRY & NUDO, LLC  
Anthony Nudo, Attorney at Law  
SBN: 1055242  
4003 80<sup>th</sup> Street, Suite 101  
Kenosha, WI 53142  
Telephone: (262) 842-2338  
Facsimile: (262) 584-9949  
Email: [Anthony@LawMidwest.com](mailto:Anthony@LawMidwest.com)

By: \_\_\_\_\_

Anthony Nudo, Attorney at Law  
State Bar No. 1055242