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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 4th day of January, 2022, at 7:30 PM,** in the County Board Room located in the Administration Building. The following will be the agenda for said meeting:

A. Call To Order By Chairman O'Day

B. Pledge Of Allegiance

C. Roll Call Of Supervisors

D. Citizen Comments

E. Announcements Of The Chairman

F. Supervisor Reports

G. COUNTY EXECUTIVE APPOINTMENTS

50. Noel Sheer To Serve On The Kenosha County Library System Board

Documents:

SHEER - LIBRARY 2021.PDF

51. Richard Willoughby To Serve On The Kenosha County Human Services Board

Documents:

WILLOUGHBY - HSB 2021.PDF

52. Robert Pitts To Serve On The Brookside Board Of Trustees

Documents:

PITTS - BROOKSIDE 2021.PDF

53. John O'Day To Serve On The Brookside Board Of Trustees

Documents:

ODAY - BROOKSIDE 2021.PDF

H. NEW BUSINESS

Ordinance - One Reading

16. From The Planning, Development & Extension Education Committee - An Ordinance Amending The Text Of The Kenosha County General Zoning And Shoreland/Floodplain Zoning Ordinance. The Proposed Text Change Will Modify Existing Section In Accordance With Statute To Acknowledge The Bong Recreation Area 8 Dam Failure Analysis

Documents:

ORD BONG REC AREA 8 DAM FAILURE.PDF

17. From The Planning, Development & Extension Education Committee - An Ordinance Regarding Alice L. Daly & Green Hill Swiss Farm LLC, Requesting An Amendment Of The Shoreland District Boundary, Town Of Paris

Documents:

ORD DALY REZONE.PDF

Resolution - One Reading

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

Documents:

RESOLUTION MULTI YEAR CO-OP BETWEEN KENOSHA CO. AND VILLAGE OF TWIN LAKES KDOG.PDF

90. From The Judiciary & Law Enforcement And Finance/Administration Committees - A Resolution To Approve Acceptance Of The WI D.O.T. Bureau Of Transportation Safety (BOTS) – Alcohol Enforcement Grant 2021-2022

Documents:

WI D.O.T. BUREAU OF TRANSPORTATION SAFETY BOTS ALCOHOL ENFORCEMENT GRANT 2021-2022.PDF

I. COMMUNICATIONS

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

Documents:

Documents:

01-12-2022 COMMUNICATIONS SIGNED.PDF

J. CLAIMS

20. Laura Kriofsky - Personal Property Loss

Documents:

KRIOFSKY.PDF

K. Approval Of The December 7, 2021, Minutes By Supervisor Maurer

L. Adjourn

COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Jim Kreuser, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2021/22-50

RE: KENOSHA COUNTY LIBRARY SYSTEM BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

D. Noel Sheer
Kenosha, WI 53142

to serve a three-year term on the Kenosha County Library System Board beginning immediately upon confirmation of the County Board and continuing until the 31st day of December 2024 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since her last appointment, Ms. Sheer has attended 14 of the 15 meetings held. Her 1 absence was excused.

Ms. Sheer will serve without pay. Ms. Sheer will be succeeding herself.

Respectfully submitted this 16th day of December 2021.

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
JIM KREUSER

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)
Information marked with an * will be redacted before this form is publicly posted.

Name: D. Noel Sheer
First Middle Initial (optional) Last

*Residence Address: _____

Occupation: Retired KUSD Teacher
Company Title

*Business Address: _____

*Telephone Number: Residence _____ *Business _____

*Daytime Telephone Number: _____

*Email Address: _____

Name of the Commission, Committee or Board for which you are applying:
Kenosha County Library System Board

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

In July 1989 I was appointed to the K.P.L. Board of Trustees and served until June 1995. July 1991 I was appointed to the K.C.L.S. Board and am on the Board Presently. I wish to renew my appointment.

I find this board interesting and feel I can contribute my passion for quality libraries.

The Kenosha County Library System has much to be proud with the quality service.

Additional Information:

Nominee's Supervisory District: _____

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

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ( ) No (✓) If yes, please attach a detailed explanation.

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.

Governmental Services: List services with any governmental unit.

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.

D. Noel Shaer
Signature of Nominee

09/14/2021
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140
Email: County.Executive@kenoshacounty.org

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____ Reappointment ✓

Previous Terms: _____
_____

COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Jim Kreuser, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2021/22-51

RE: KENOSHA COUNTY HUMAN 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

Richard Willoughby
Kenosha, WI 53142

to serve a three-year term on the Kenosha County Human Services Board beginning immediately upon confirmation by the County Board and continuing until the 31st day of December 2024 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment, Mr. Willoughby has attended 16 of the 17 meetings held. His 1 absence was excused.

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

Respectfully submitted this 16th day of December 2021.

Jim Kreuser

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
JIM KREUSER

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)
Information marked with an * will be redacted before this form is publicly posted.

Name: Richard T. Willoughby
First Middle Initial (optional) Last

*Residence Address: _____

Occupation: Retired : ABBOTT LABS Quality Systems MGR
Company Title

*Business Address: _____

*Telephone Number: Residence _____ *Business _____

*Daytime Telephone Number: _____

*Email Address: richardwilloughby@ameritech.net

Name of the Commission, Committee or Board for which you are applying:

Human Service Board

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

Currently Serving for 20+ years and Have Experience with the following:

Quality Control
Disability Services - Have disabled son + Am A Disabled veteran.

Initiating new services such as Family Care and consulting on several Quality initiaves through the ADRC Quality committee.

Previous several Terms on ADRC Board.

Knowledgeable about County veterans services.

Additional Information:
Past Commander of Vietnam Veterans Group, AmericanLegion, & Currently Vietnam Veterans Honor Guard.

Nominee's Supervisory District: _____

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

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 explanation.

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.
See above Additional Info.

Governmental Services: List services with any governmental unit.
N/A

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

9/13/21
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140
Email: County.Executive@kenoshacounty.org

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____ Reappointment ✓

Previous Terms: _____
_____

COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Jim Kreuser, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2021/22-52

RE: BROOKSIDE BOARD OF TRUSTEES

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

Robert Pitts
Kenosha, WI 53143

to serve a three-year term on the Brookside Board of Trustees beginning immediately upon confirmation of the County Board and continuing until the 6th day of January 2025 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment, Mr. Pitts has attended 34 of the 34 meetings held.

Mr. Pitts will serve without pay and will be succeeding himself.

Respectfully submitted this 16th day of December 2021.

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
JIM KREUSER

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)
Information marked with an * will be redacted before this form is publicly posted.

Name: ROBERT W. MITS
First Middle Initial (optional) Last

*Residence Address: _____

Occupation: RETIRED
Company Title

*Business Address: NONE

*Telephone Number: Residence _____ *Business _____

*Daytime Telephone Number: _____

*Email Address: NONE

Name of the Commission, Committee or Board for which you are applying:

BROOKSIDE BOARD OF TRUSTEES

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

ATTACH SHEET

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

Additional Information:

Nominee's Supervisory District: 9 DISTRICT

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

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 explanation.

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.
ATTACH SHEET

Governmental Services: List services with any governmental unit.
I BEEN SERVING ON SOUTHASTERN REGION AC PLANNING COMMISSION FOR 16 YEARS

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.

Robert W Pitts
Signature of Nominee

9/11/21
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140
Email: County.Executive@kenoshacounty.org

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____ Reappointment ✓

Previous Terms: _____
_____

Robert W. Pitts

OCCUPATION

Retired
Self-employed - Owner and Operator of Forest Park Barber Shop, Kenosha, WI

POLITICAL EXPERIENCE

Current

Chairman of the Board of Trustees
Brookside Nursing Home, Kenosha, WI

Member - Board of Directors of Wisconsin Nursing Home Assoc.

Southeastern Wisconsin Regional Planning Commission

Previous Community - State - National Service

Kenosha County Board of Supervisors
Represented District #13 – 16 years

Kenosha County Park Commission – 7 years

National Association of Counties (NATCO)
Transportation Steering Committee
Vice Chairman Safety Committee

State of Wisconsin Transportation Steering Committee

Committees Served on County Board

- Finance Committee
- Chairman – Highway & Parks Committee
- Land Use Zoning Committee
- Buildings & Grounds Committee
- Chairman – Deferred Compensation Committee
- Health & Human Services Committee
- Aging Commission
- Vice Chairman Census Reapportionment Committee

MISCELLANEOUS

President – Roosevelt Road Westside Business Association

Kenosha Union Club Board of Directors
President – Union Club

President – Wisconsin Barber Union
Voted State of Wisconsin Barber of the Year

Chairman - Kenosha AFL CIO Committee on Political Action

Chairman - State of Wisconsin Apprenticeship Committee
Dept. of Industry & Human Relations

Co-Chirman – Annual Kenosha Labor Fest

Lifetime Membership – VFW Post #1865

widower

– 2 daughters, 5 grandchildren

COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Jim Kreuser, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2021/22-53

RE: BROOKSIDE BOARD OF TRUSTEES

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

Chairman John O'Day
Kenosha, WI 53142

to serve a three-year term on the Brookside Board of Trustees beginning immediately upon confirmation of the County Board and continuing until the 6th day of January 2025 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment, Chairman O'Day has attended 29 of the 34 meetings held. His 5 absences were excused.

Chairman O'Day will serve without pay and will be succeeding himself.

Respectfully submitted this 16th day of December 2021.

Jim Kreuser

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
JIM KREUSER

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)
Information marked with an * will be redacted before this form is publicly posted.

Name: JOHN (First) T (Middle Initial (optional)) O'DAY (Last)

*Residence Address: _____

Occupation: REAL ESTATE BROKER (Title) PRIME REALTY GROUP INC. (Company)

*Business Address: _____

*Telephone Number: Residence _____ *Business _____

*Daytime Telephone Number: _____

*Email Address: _____

Name of the Commission, Committee or Board for which you are applying:

BROOKSIDE BOARD OF TRUSTEES

Personal Statement: Please indicate why you believe you would be a valuable addition to the Commission, Committee or Board for which you are applying. If more space is needed, please attach a separate sheet.

TRUSTEES MISSION AND FOCUS MUST BE ON HAVING THE HIGHEST STANDARDS OF CUSTOMER CARE AND A FIRST CLASS FACILITY. I HAVE LIVED WITH THIS IN MIND DURING MY TENURE ON THE BOARD TO DATE

Additional Information:

Nominee's Supervisory District: 9

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.
WOMEN + CHILDREN HORIZONS, SHALOM CENTER

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 explanation.

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.
KNIGHTS OF COLUMBUS #973; KENOSHA CTY HISTORICAL SOCIETY CHAIRMAN OF BOARD;

Governmental Services: List services with any governmental unit.
CHAIRMAN KENOSHA COUNTY SUPERVISORS

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.

John J. O'Day
Signature of Nominee

9-14-2021
Date

Please Return To: Kenosha County Executive
1010 – 56th Street
Kenosha, WI 53140
Email: County.Executive@kenoshacounty.org

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____ Reappointment ✓

Previous Terms: _____
_____

RECEIVED SEP 17 2021

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Kenosha County

BOARD OF SUPERVISORS

ORDINANCE NO. _____

Subject: Proposed amendment to the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance in accordance with Section 87.30 of the Wisconsin State Statutes to acknowledge the Bong Recreation Area 8 Dam Failure Analysis.			
Original ☐	Corrected ☐	2nd Correction ☐	Resubmitted ☐
Date Submitted: January 4, 2022		Date Resubmitted:	
Submitted By: Planning, Development & Extension Education Committee			
Fiscal Note Attached ☐		Legal Note Attached ☐	
Prepared By: Andy M Buehler, Director Division of Planning & Development		Signature: DocuSigned by: Andy M Buehler 5E5F88199951407...	

WHEREAS, Kenosha County proposes to amend Chapter 12 Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance to acknowledge the Bong Recreation Area 8 Dam Failure Analysis; and,

WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on December 8, 2021, and recommended approval of the request.

NOW, THEREFORE BE IT RESOLVED that pursuant to the authority granted by Sections 59.69 and 59.594(2)(a) of the Wisconsin State Statutes, the Kenosha County Board of Supervisors does hereby ordain that Chapter 12 of the Municipal Code of Kenosha County entitled "Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance" be and hereby is changed by the following additions, deletions and amendments and is amended to read as set forth in the attached Exhibit A, pertaining to text changes to Sections 12.02-13.

DocuSign Envelope ID: DC59D3C8-EDBD-4741-AE39-2C3321B26622

Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	Aye	No	Abstain	Excused
Daniel Gaschke, Chair	☒	☐	☐	☐
Amy Maurer, Vice Chair	☒	☐	☐	☐
Sandra Beth	☒	☐	☐	☐
Gabe Nudo	☐	☐	☐	☒
Zach Rodriguez	☒	☐	☐	☐

\\co.kenosha.wi.us\KCFiles\Data\PDDATA\ORDINANCES\2021 Ordinances\ORD - Bong Recreation Area 8 Dam Failure Analysis 12-2021.doc

EXHIBIT "A"

~~Red Strikethrough~~	= Text Removed
Green Underlined	= New/Revised Text

Proposed amendments to the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance in accordance with Section 87.30 of the Wisconsin State Statutes, in order to acknowledge the Bong Recreation Area 8 Dam Failure Analysis.

LIST OF AMENDED SECTIONS

12.02-13 INTERPRETATION OF DISTRICT BOUNDARIES

(a) Boundaries of the districts set forth in section 12.20 to 12.26 are hereby established as shown on the digital zoning maps as described in Section 12.02-10. No change in a zoning boundary shall be made except after petition, review and approval pursuant to the requirements of section 12.38 of this ordinance.

(b) Boundaries of the basic zoning districts shall be construed to follow Corporate Limits; U.S. Public Land Survey section lines; lot or property lines; centerlines of streets, highways, alleys, easements, navigable bodies of water, and railroad rights-of-way, or such lines extended. Lines which appear to be parallel to any of the aforementioned boundaries of specified distance shall be construed to be parallel as noted. Where the above rules cannot be readily applied, the location of district boundary lines shall be determined by use of the scale shown on the official zoning map.

(c) Boundaries of the floodplain overlay districts as referenced in the following official floodplain maps and studies

1 All areas covered by the regional flood or base flood as shown on the Flood Insurance Rate Map (FIRM), as approved by DNR and FEMA. Base flood elevations are derived from the flood profiles in the Flood Insurance Study (FIS) volume numbers 55059CV001B and 55059CV002B, effective March 7, 2017 and are shown as AE, A, AH, and AO Zones on the FIRM. These official floodplain maps and studies are on file in the office of the Kenosha County Department of Planning and Development. If more than one map or revision is referenced, the most restrictive information shall apply. Kenosha County (unincorporated areas) Flood Insurance Rate Map Panel Numbers include:

KENOSHA COUNTY, WISCONSIN - FIS Community Number 550523

FLOOD INSURANCE RATE MAP PANELS

55059C0017D, 55059C0036D, 55059C0061D, 55059C0063D, 55059C0139D, 55059C0251D, 55059C0252D, 55059C0016D, 55059C0018D, 55059C0019D, 55059C0038D, 55059C0041D, 55059C0042D, 55059C0043D, 55059C0044D, 55059C0062D, 55059C0064D, 55059C0110D, 55059C0116D, 55059C0117D, 55059C0118D, 55059C0119D, 55059C0126D, 55059C0127D, 55059C0128D, 55059C0129D, 55059C0131D, 55059C0132D, 55059C0133D, 55059C0134D, 55059C0136D, 55059C0137D, 55059C0138D, 55059C0151D, 55059C0154D, 55059C0156D, 55059C0157D, 55059C0158D, 55059C0159D, 55059C0176D, 55059C0177D, 55059C0178D, 55059C0179D, 55059C0231D, 55059C0232D, dated June 19, 2012; and, 55059C0184E dated March 7, 2017.

2 Floodplain maps derived from other studies and approved by the DNR.

a The 100-year dam failure floodplain map is determined through the use of dam failure analysis and profiles developed by Mead & Hunt Inc. as documented in their report entitled Evaluation of Hazard Potential Meyer Material Company KD Pit Embankment, January 2001. The report and study is on file in the office of the Kenosha County Department of Planning and Development.

b Bong Recreation Area 8 Dam Failure analysis approved by the Department of Natural Resources on January 7, 2020 including:

1. Map dated January, 2013, and titled "Simplified Dam Failure Analysis for Bong Recreational Area Dam No. 8".
2. Floodway data table dated, no date, and titled "Table 6.1 – Water Surface Comparison". 100-year Flood Dam Failure Peak WSEL column indicates the water surface elevations during dam failure.
3. Flood profiles dated, no date, and titled Bong Recreational Area Dam No. 8 – Simplified Dam Failure Analysis".

~~b~~ c Official Letters of Map Change (LOMC)

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(d) Floodplain Zoning is shown on the digital zoning maps as described in Section 12.02-10 and as described as follows:

1 The FPO Floodplain Overlay District is those areas that may be covered by floodwater during the regional flood including the floodway and are contained within AE and A Zones as shown on the FIRM.

(e) Discrepancies between boundaries on the official floodplain zoning map and actual field conditions shall be resolved using the criteria in sub (1) or (2) below. If a significant difference exists, the map shall be amended according to 12.40-4 Amendments. The planning and development administrator can rely on a boundary derived from a profile elevation to grant or deny a zoning permit, whether or not a map amendment is required. The planning and development administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined and for initiating any map amendments required under this section. Disputes between the planning and development administrator and an applicant over the district boundary line shall be settled according to 12.36-5(a)3 and the criteria in (1) and (2) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to 12.40-4 Amendments.

1 If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.

2 Where flood profiles do not exist for projects, the location of the boundary shall be determined by the digital zoning maps as described in Section 12.02-10.

(f) Boundaries of the C-1 Lowland Resource Conservancy District, that includes shoreland-wetlands, are shown on the maps referred to in Section 12.02-13(a) and boundary locations were determined by the criteria set forth in Sections 12.25-1(b).

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
141 NW Barstow Street Room 180
Waukesha WI 53188

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

Friday, June 19, 2020

Ben Fiebelkorn
Kenosha County - Senior Land Use Planner
19600 75th Street
Suite 185-3
Bristol, WI 53104

Expedited delivery via email: *Ben.Fiebelkorn@kenoshacounty.org*

Subject: Bong Recreation Area 8 Dam, Field File: 30.15, Kenosha County. Floodplain Mapping, Ordinance adoption notice.

Dear Zoning Official:

On January 7, 2020, the Department of Natural Resources (Department) approved the dam failure analysis for the Bong Recreation Area 8 located on the Tributary to Brighton Creek in the NE quarter of the NE quarter of Section 22, Township 2 North, Range 20 E, Kenosha County. Based on the results of the approved study the dam was assigned a final hazard rating of High Hazard.

The areas of potential dam failure inundation (hydraulic shadow) are adequately reflected on a map with additional information such as stationing, water surface elevations, maximum velocities, and floodway widths provided in a floodway data table. This information is provided in the following enclosures:

1. Map dated *January, 2013,* and titled "*Simplified Dam Failure Analysis for Bong Recreational Area Dam No. 8*".
2. Floodway data table dated, no date, and titled "*Table 6.1 – Water Surface Comparison*". 100 – year Flood Dam Failure Peak WSEL column indicates the water surface elevations during dam failure.
3. Flood profiles dated, no date, and titled "Bong Recreational Area Dam No. 8 - Simplified Dam Failure Analysis"

Under the requirements of Chapter 87.30, Wisconsin Statutes and Chapter NR 116.05, Wisconsin Administrative Code, the materials submitted with this letter need to be reviewed and any comments on technical aspects of the study shall be provided to the Department within **thirty (30) days** from the date this decision was delivered. After the 30-day review and comment period, the County shall formally adopt the above referenced materials into the floodplain zoning ordinance within **six (6) months**.

To add the dam failure analysis into the ordinance amendment, the above sentences one through three need to be included in the official map section **at a minimum**. However, I suggest using the following language:

Bong Recreation Area 8 Dam Failure analysis approved by the Department of Natural Resources on *January 7, 2020*, including:

1. Map dated *January, 2013,* and titled "*Simplified Dam Failure Analysis for Bong Recreational Area Dam No. 8*".
2. Floodway data table dated, no date, and titled "*Table 6.1 – Water Surface Comparison*". 100 – year Flood Dam Failure Peak WSEL column indicates the water surface elevations during dam failure.

3. Flood profiles dated, no date, and titled "Bong Recreational Area Dam No. 8 - Simplified Dam Failure Analysis"

To assist you in the adoption process, refer to Wisconsin Administrative Code, Chapter NR 116 and the procedures outlined in "Adopting an Ordinance: Step by Step Guide." Please pay particular attention to the Class 2 notice requirements for public hearings. The second publication must be at least one week before the hearing. After the County has approved the amendment, a certified copy of the ordinance, a notarized affidavit of publication of the public hearing and a notarized affidavit of publication of the ordinance adoption must be sent to me for final administrative review and approval.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to section 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with section NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with section NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review.

This decision was mailed on __6/19/2020___.

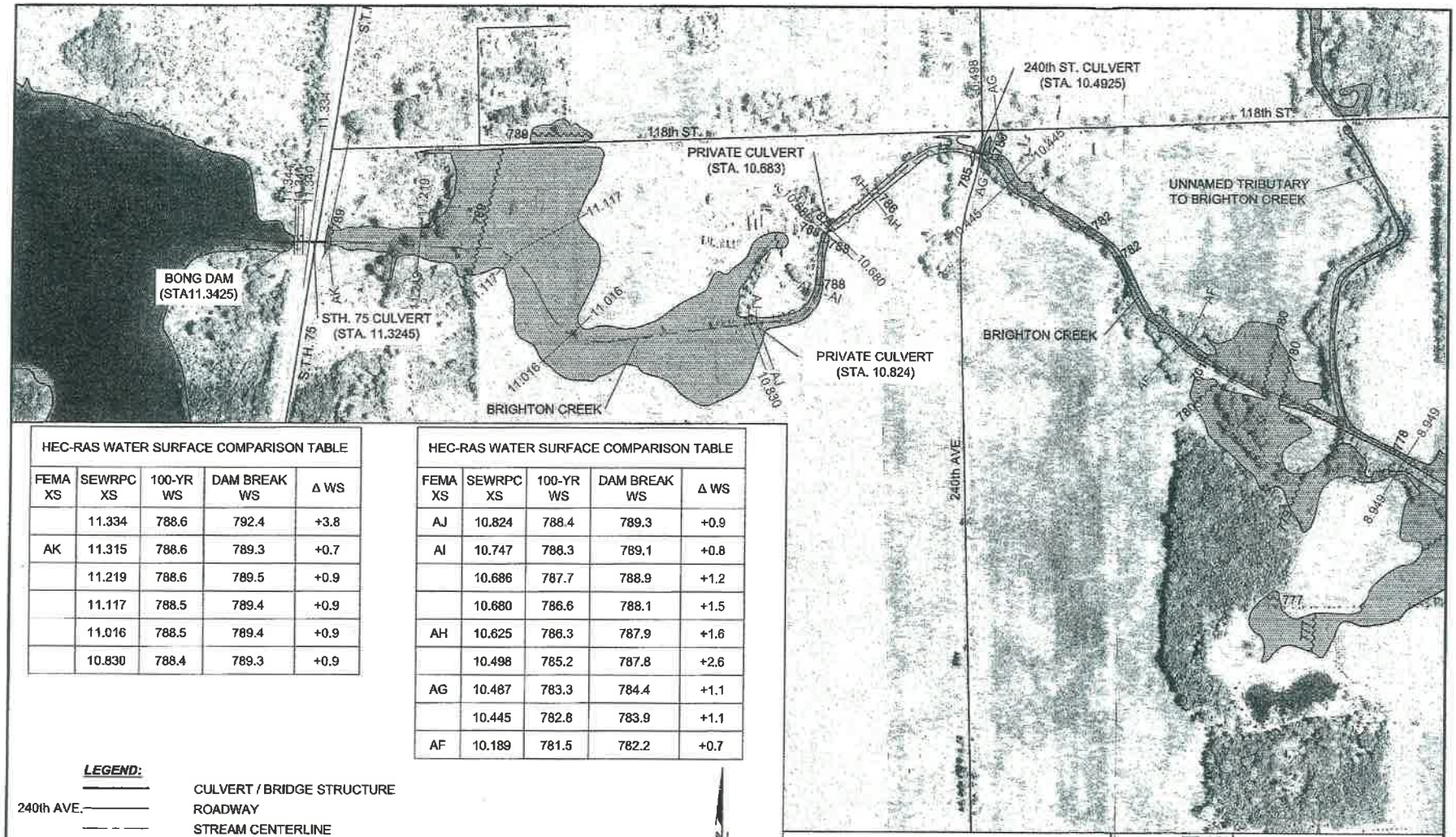
STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

Andrea Stern

Andrea K. Stern
Water Management Engineer
Wisconsin Department of Natural Resources
Waukesha office

Encl.: 1) Map dated January, 2013, and titled "Simplified Dam Failure Analysis for Bong Recreational Area Dam No. 8".
2) Floodway data table dated, no date, and titled "Table 6.1 – Water Surface Comparison". 100 – year Flood Dam Failure Peak WSEL column indicates the water surface elevations during dam failure.
3) Flood profiles dated, no date, and titled "Bong Recreational Area Dam No. 8 - Simplified Dam Failure Analysis"

Copy to: Mr. Brent A Binder, Engineer - via email
Tanya Lourigan, State Dam Safety Engineer, via email
Michelle Scott, Waterways and wetlands field supervisor, via email



HEC-RAS WATER SURFACE COMPARISON TABLE				
FEMA XS	SEWRPC XS	100-YR WS	DAM BREAK WS	Δ WS
	11.334	788.6	792.4	+3.8
AK	11.315	788.6	789.3	+0.7
	11.219	788.6	789.5	+0.9
	11.117	788.5	789.4	+0.9
	11.016	788.5	789.4	+0.9
	10.830	788.4	789.3	+0.9

HEC-RAS WATER SURFACE COMPARISON TABLE				
FEMA XS	SEWRPC XS	100-YR WS	DAM BREAK WS	Δ WS
AJ	10.824	788.4	789.3	+0.9
AI	10.747	788.3	789.1	+0.8
	10.686	787.7	788.9	+1.2
	10.680	786.6	788.1	+1.5
AH	10.625	786.3	787.9	+1.6
	10.498	785.2	787.8	+2.6
AG	10.487	783.3	784.4	+1.1
	10.445	782.8	783.9	+1.1
AF	10.189	781.5	782.2	+0.7

LEGEND:

- CULVERT / BRIDGE STRUCTURE
- 240th AVE. — ROADWAY
- STREAM CENTERLINE
- AF — AF — FEMA-CROSS SECTION LOCATION
- 10.445 — 10.445 — SEWRPC CROSS SECTION LOCATION
- 780 — 780 — FEMA BASE FLOOD ELEVATION
- FEMA FLOODWAY AREAS IN ZONE AE

0 500 1,000
SCALE, FEET

N

Simplified Dam Failure Analysis for
Bong Recreational Area Dam No.8

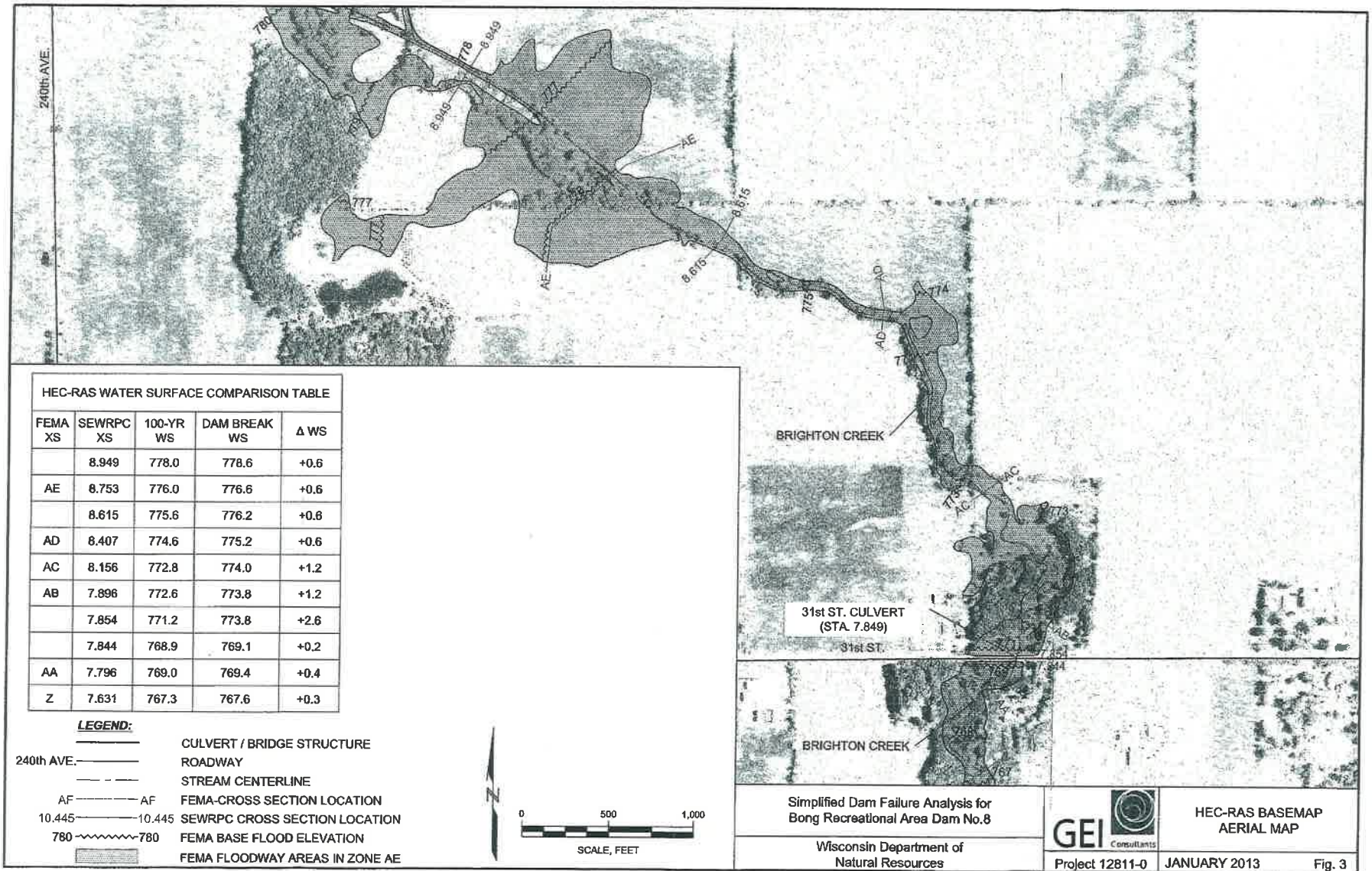
Wisconsin Department of
Natural Resources

GEI Consultants

HEC-RAS BASEMAP
AERIAL MAP

Project 12811-0 | JANUARY 2013 | Fig. 2

T:\Wisconsin Department of Natural Resources\12811-0-Bong Dam\CAD\Bong Dam Aerial



HEC-RAS WATER SURFACE COMPARISON TABLE				
FEMA XS	SEWRPC XS	100-YR WS	DAM BREAK WS	Δ WS
	8.949	778.0	778.6	+0.6
AE	8.753	776.0	776.6	+0.6
	8.615	775.6	776.2	+0.6
AD	8.407	774.6	775.2	+0.6
AC	8.156	772.8	774.0	+1.2
AB	7.896	772.6	773.8	+1.2
	7.854	771.2	773.8	+2.6
	7.844	768.9	769.1	+0.2
AA	7.796	769.0	769.4	+0.4
Z	7.631	767.3	767.6	+0.3

LEGEND:

- CULVERT / BRIDGE STRUCTURE
- 240th AVE. — ROADWAY
- STREAM CENTERLINE
- AF — AF — FEMA-CROSS SECTION LOCATION
- 10.445 — 10.445 — SEWRPC CROSS SECTION LOCATION
- 780 — 780 — FEMA BASE FLOOD ELEVATION
- FEMA FLOODWAY AREAS IN ZONE AE

N

0 500 1,000

SCALE, FEET

Simplified Dam Failure Analysis for
Bong Recreational Area Dam No.8

Wisconsin Department of
Natural Resources

GEI Consultants

HEC-RAS BASEMAP
AERIAL MAP

Project 12811-0 | JANUARY 2013 | Fig. 3

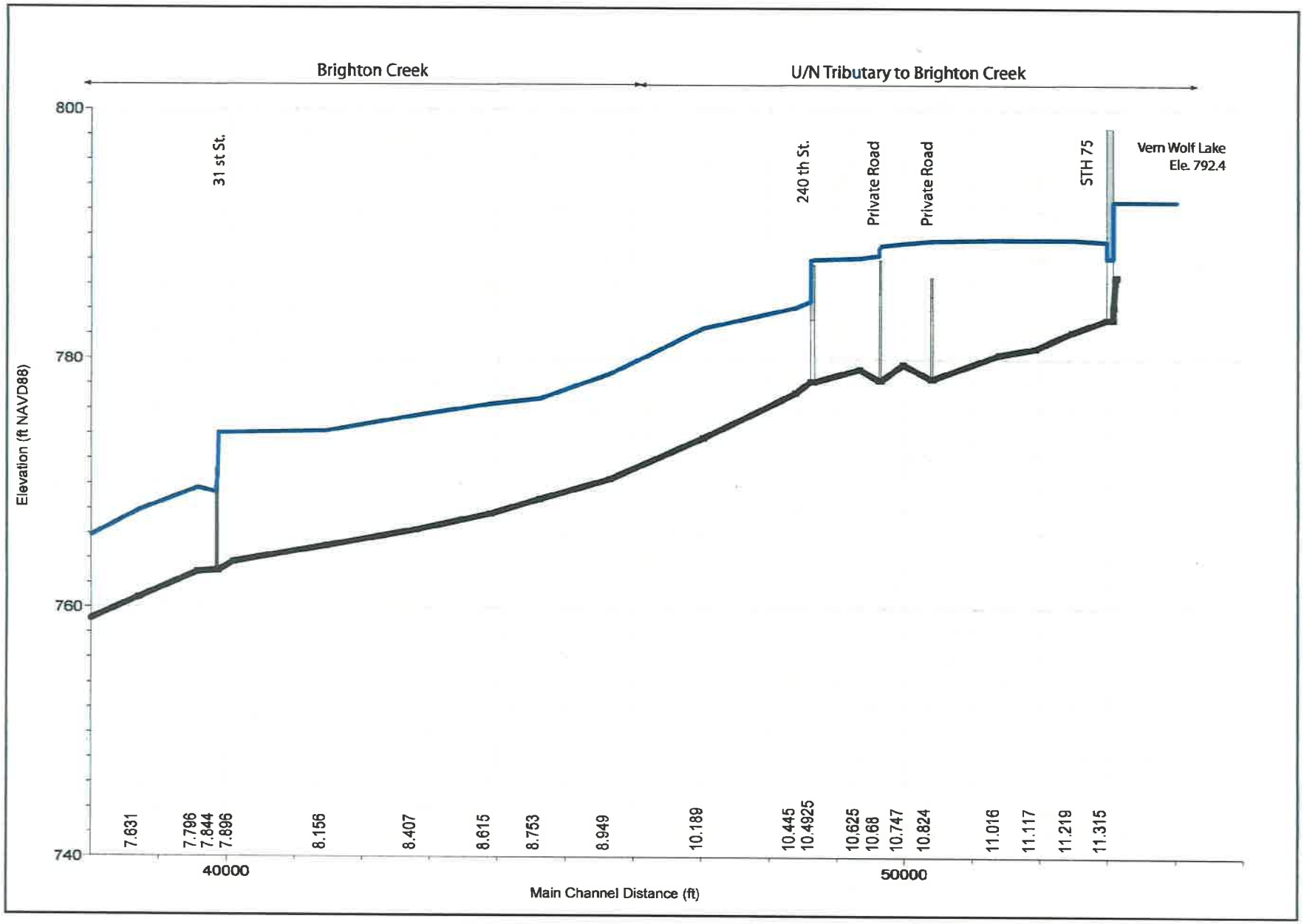
T:\Wisconsin Department of Natural Resources\12811-0-Bong Dam\CAD\Bong Dam Aerial

6. Results

The hypothetical failure of Bong Dam during the 100-year flood creates an approximately 3.8-feet-high increase in water surface immediately downstream of the dam to the upstream face of the State Highway 75 embankment. This increase in flood height will increase peak water surface elevations downstream. The water surface incremental rise decreases to 0.3 feet at the downstream limit of our study. The tabulated results in the Table 4 include the increase in water surface elevation.

Table 6-1 – Water Surface Comparison

FEMA - FIS Cross Section	HEC-RAS Cross Section	100-Year Flood Dam Failure Peak WSEL. (ft, NAVD88)	100-Year Flood WSEL (ft, NAVD88)	Incremental Rise, (feet)
Z	7.631	767.6	767.3	0.3
AA	7.796	769.4	769.0	0.4
	7.844	769.1	768.9	0.2
	7.854	773.8	771.2	2.6
AB	7.896	773.8	772.6	1.2
AC	8.156	774.0	772.8	1.2
AD	8.407	775.2	774.6	0.6
	8.615	776.2	775.6	0.6
AE	8.753	776.6	776.0	0.6
	8.949	778.6	778.0	0.6
AF	10.189	782.2	781.5	0.7
	10.445	783.9	782.8	1.1
AG	10.487	784.4	783.3	1.1
	10.498	787.8	785.2	2.6
AH	10.625	787.9	786.3	1.6
	10.68	788.1	786.6	1.5
	10.686	788.9	787.7	1.2
AI	10.747	789.1	788.3	0.8
AJ	10.824	789.3	788.4	0.9
	10.83	789.3	788.4	0.9
	11.016	789.4	788.5	0.9
	11.117	789.4	788.5	0.9
	11.219	789.5	788.6	0.9
AK	11.315	789.3	788.6	0.7
	11.334	792.4	788.6	3.8



Legend

Max WS ELE - Hydraulic Shadow

Ground

Bong Recreational Area Dam No. 8
Simplified Dam Failure Analysis

Hydraulic shadow profile
Kenosha County

DocuSign Envelope ID: 12A0A3AB-E60F-4976-9D8B-9EC93BFCB32D

Kenosha County

BOARD OF SUPERVISORS

ORDINANCE NO._____

Subject: **Alice L. Daly & Green Hill Swiss Farm LLC**, 2503 176th Ave, Kenosha, WI (Owners), **Planning, Development & Extension Education Committee**, 19600 75th Street, Suite 185-3, Bristol, WI 53104 (Sponsor), requesting an **amendment of the shoreland district boundary** on Tax Parcel #45-4-221-214-0401 located in the E ½ of Section 21, T2N, R21E, Town of **Paris.**			
Original ☐	Corrected ☐	2nd Correction ☐	Resubmitted ☐
Date Submitted: January 4, 2022		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached ☐		Legal Note Attached ☐	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature DocuSigned by: Andy M Buehler 5E5F88199951407...	

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 #45-4-221-214-0401 located in the E ½ of Section 21, T2N, R21E, Town of Paris, be changed as follows:

requesting an amendment of the shoreland district boundary to accurately reflect the shoreland jurisdictional boundary as determined by the 05-15-2014 letter from the WI Dept of Natural Resources Water Mgt. Specialist (This letter is the best data available and should be used to accurately draw the shoreland zoning jurisdiction in this area (Exhibit A)

Alice L. Daly & Green Hill Swiss Farm LLC (Owner)
PDEEC (Sponsor)

Description: See Exhibit #1 (attached).

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

Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE

	Aye	No	Abstain	Excused
Daniel Gaschke, Chair	☑	☐	☐	☐
Amy Maurer, Vice Chair	☑	☐	☐	☐
Sandra Beth	☑	☐	☐	☐
Gabe Nudo	☐	☐	☐	☑
Zach Rodriguez	☑	☐	☐	☐

\\co.kenosha.wi.us\KCFiles\Data\PDDATA\ORDINANCES\2021 Ordinances\12-8-2021 Daly Rezone.doc

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Waukesha Service Center
141 NW Barstow, Room 180
Waukesha, WI 53188

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

5/15/2014

INF-SE-2014-30-01050

Richard Daly
2503 176th Avenue
Paris, WI 53144

RE: Request for Navigability Determination of Parcel # 45-4-221-214-0400, Town of Paris, Kenosha County.

Dear Mr. Daly:

In Wisconsin, the Supreme Court has defined a navigable waterway as one which has a defined bed and banks and carries enough water to float a canoe or other watercraft during the spring high water periods. On 4/25/2014, DNR staff inspected the waterway that runs south and west of the barns on the west side of the property to conduct the navigability determination. Based on this definition, and the conditions observed at your site, the waterway on your property was determined to be not navigable.

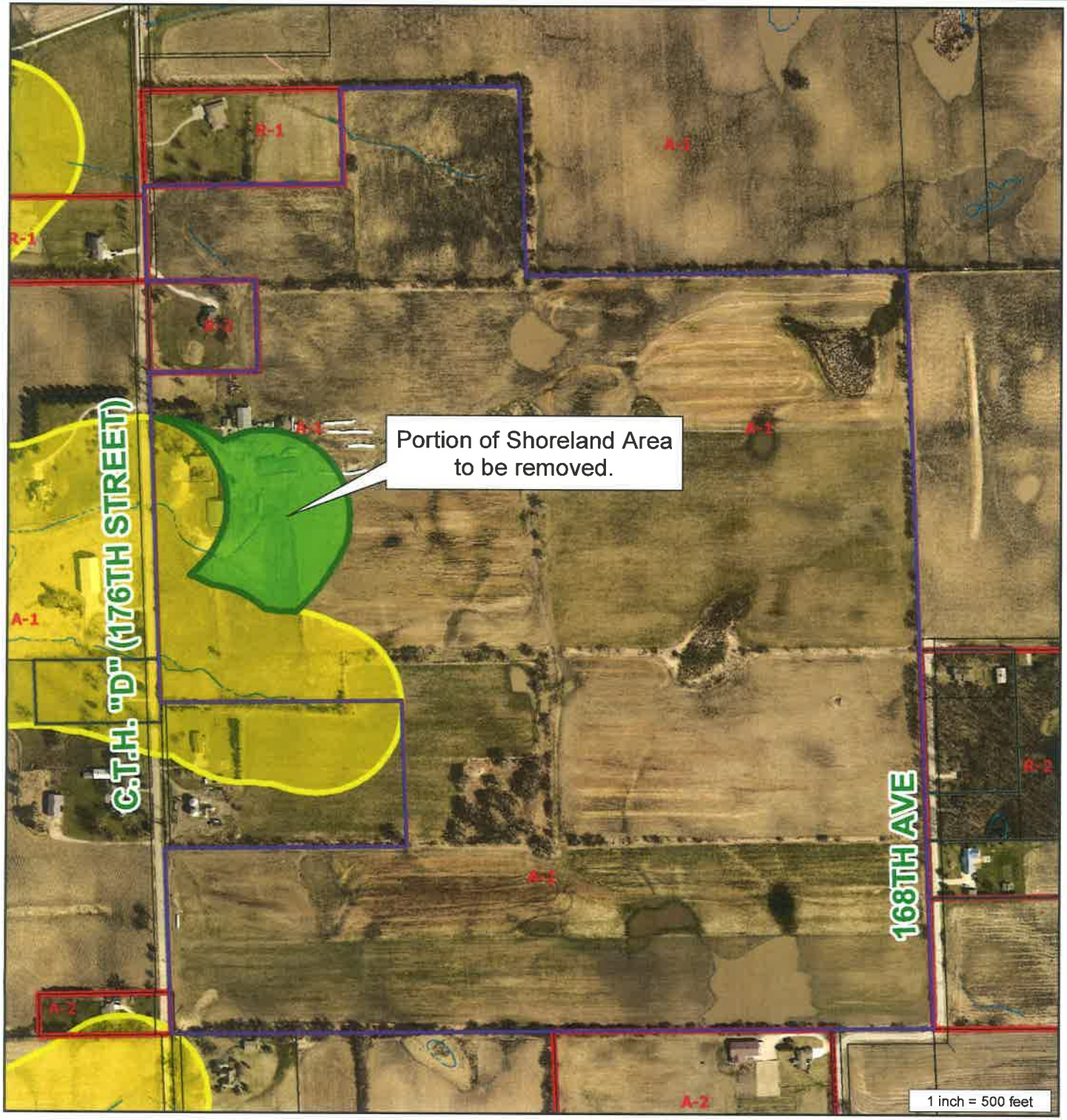
Certain activities may also require permits from the U.S. Army Corps of Engineers and/or Kenosha County. You should contact these agencies before beginning any construction at this site.

If you have any questions about this determination, please call me at (262) 574-2136 or email Elaine.Johnson@wisconsin.gov.

Sincerely,

Elaine Johnson
Water Management Specialist

cc: Dan Treloar, Kenosha County



AMENDMENT TO SHORELAND SITE MAP

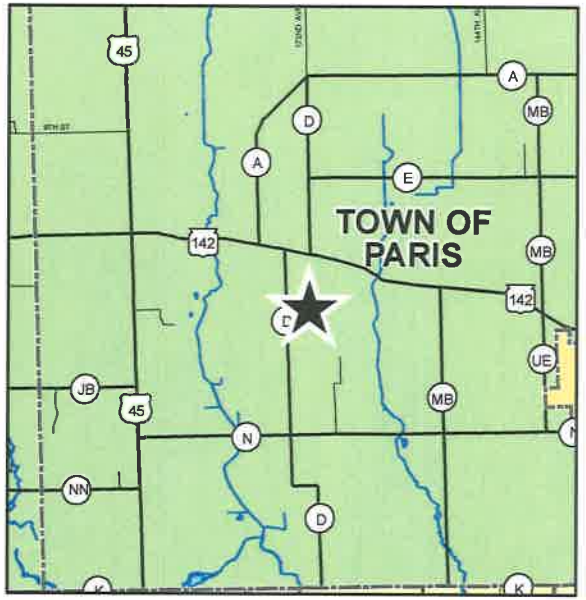
PETITIONER(S):
Alice L. Daly & Green Hill Swiss Farm LLC (Owner) Kenosha County Planning, Development & Extension Education Committee (Sponsor)

LOCATION: E 1/2 of Section 21
Town of Paris

TAX PARCEL(S): #45-4-221-214-0401

REQUEST:

Requesting an amendment of the shoreland district boundary.



KENOSHA COUNTY
CONSERVATION · PLANNING · DEVELOPMENT

Kenosha County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Resolution in Support of a Multi-Year Cooperative Agreement Between Kenosha County and the Village of Twin Lakes for the Kenosha Drug Operations Group			
Original ☒	Corrected ☐	2nd Correction ☐	Resubmitted ☐
Date Submitted:		Date Resubmitted	
Submitted By: **Judiciary & Law Enf. Committee & Finance/ Admin Committee**			
Fiscal Note Attached:		Legal Note Attached: X	
Prepared By: **Cpt. Justin Miller**		Signature:	

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

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

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

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

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

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

Subject: Resolution in Support of a Multi-Year Cooperative Agreement Between Kenosha County and the Village of Twin Lakes for the Kenosha Drug Operations Group			
Original ☒	Corrected ☐	2nd Correction ☐	Resubmitted ☐
Date Submitted:		Date Resubmitted	
Submitted By: **Judiciary & Law Enf. Committee & Finance/Admin Committee**			

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

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

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

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

Original ☒	Corrected ☐
Date Submitted:	
Submitted By: **Judiciary & Law Enf. Committee & Finance/Admin Committee**	

Respectfully Submitted,

JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	Aye	No	Abstain	Excused
Supervisor Sharon Pomaville, Chair	☑	☐	☐	☐
Supervisor Boyd Frederick, Vice Chair	☑	☐	☐	☐
Supervisor Jeff Wamboldt	☒	☐	☐	☐
Supervisor Laura Belsky	☒	☐	☐	☐
Supervisor Mark Nordigian	☒	☐	☐	☐
Supervisor Jerry Gulley	☐	☐	☐	☒
Supervisor Terry Rose	☒	☐	☐	☐

FINANCE/ADMINISTRATION COMMITTEE

	Aye	No	Abstain	Excused
Supervisor Jeffrey Gentz, Chair	☑	☐	☐	☐
Supervisor Ron Frederick, Vice Chair	☑	☐	☐	☐
Supervisor David Celebre	☐	☐	☐	☒
	☒	☐	☐	☐

Supervisor Jeff Wamboldt				
Supervisor Ed Kubicki	☒	☐	☐	☐
Supervisor Monica Yuhas	☑	☐	☐	☐
Supervisor John Franco	☑	☐	☐	☐

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

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

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

Dept./Division Head Signature: _____ Date: 10/25/21

2. Department Head Review

Comments:

Recommendation: Approval ☑ Non-Approval ☐

Department Head Signature: _____ Date: 10-25-21

3. Finance Division Review

Comments:

Recommendation: Approval ☑ Non-Approval ☐

Finance Signature: _____ Date: 10/27/21

4. County Executive Review

Comments:

Action: Approval ☑ Non-Approval ☐

Executive Signature: _____ Date: 10/27/21

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

I. AUTHORITY & TERM

The **"KENOSHA DRUG OPERATIONS GROUP"** hereinafter referred to as **KDOG** is a cooperative effort by the following Member Law Enforcement Agencies: the Kenosha County Sheriff's Department and the Village of Twin Lakes Police Department. This agreement is entered into by the County of Kenosha and the Village of Twin Lakes pursuant to Wis. Stat. § 66.0301 entitled "Intergovernmental Cooperation" and it shall reflect the understanding of the parties for the period of January 1, 2021, (in memorialization), through December 31, 2022. This agreement may automatically renew for one year terms.

II. MISSION

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

III. COUNTY-WIDE JURISDICTION

The Kenosha Sheriff's Department is hereby designated the "Leading Agency" and shall provide general supervision over KDOG. Village of Twin Lakes Police Officers who are assigned to KDOG shall be deputized by the Kenosha County Sheriff, and shall thereafter act in KDOG matters with countywide jurisdiction.

IV. TECHNICAL SUPPORT

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

V. RESPONSIBILITY OF MEMBER AGENCIES

Member Law Enforcement Agencies will:

A. Contribute state trained and certified law enforcement officers.

B. Update the training of a contributed law enforcement officer.

C. Pay wages, salary, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contributions or benefits, and workers' compensation benefits of a contributed law enforcement officer as determined by the governing body of the respective unit of government, by labor agreement, or by operation of law.

D. Determine and pay for, where applicable, sick leave, vacation leave, overtime pay, unpaid leave, other paid leave, and compensatory time off of a contributed law enforcement officer, and monitor and enforce the same.

E. Equip and maintain the equipment of contributed law enforcement officers. Said equipment is to be the property of the Member Law Enforcement Agency.

F. Follow KDOG Policy and Procedure Manual.

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

VI. FACILITIES

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

VII. RECORDS

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

VIII. ARREST STATISTICS

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

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

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

IX. EVIDENCE

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

X. PRESS RELEASES/CONFERENCES

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

XI. USE OF STATE AND FINANCIAL FUNDS

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

XII. COOPERATION

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

XIII. CONFIDENTIAL FUNDS

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

XIV. SEIZED PROPERTY

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

XV. EQUIPMENT

All equipment, which is purchased with State of Wisconsin Office of Justice Assistance (OJA), Federal Equitable Sharing, and/or the Wisconsin High Intensity Drug Trafficking Areas

(HIDTA) Grant Funds, shall remain with KDOG. Such equipment shall be made available to all participating agencies in KDOG provided it does not interfere with unit operations. Any costs associated with the loan of such equipment such as repair or replacement shall be the responsibility of the agency to which the equipment is loaned.

XVI. FIDUCIARY RESPONSIBILITY

The Sheriff's Department serves as the fiduciary, i.e., the administrator of the funds. As the fiduciary agency, the Sheriff's Department shall submit one sharing request following the current United States Department of Justice-Asset Forfeiture and Money Laundering Section (AFMLS) guidelines, under the Department of Justice-Equitable Sharing Program, on behalf of the KDOG task force under the Sheriff Department NCIC Agency Identifier (WI030000). Per current DOJ guidelines funds shall be awarded to the fiduciary agency and no longer to the KDOG task force NCIC Agency Identifier (WIEQ00164).

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

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

- The Federal Equitable Sharing Fund financial transactions are managed in a separate Fund established on the Kenosha County jurisdictional accounting system.

- The Non-Forfeiture / CEASE fund and the WI State Forfeiture Fund are located in separate bank accounts at the Blackhawk Community Credit Union located at 7180 75th St, Kenosha, WI 53142.
- Each of these accounts may consist of a Savings Account, Checking Account and/or a Money Market Account.

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

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

Signatories for the WI Forfeiture Fund bank account are the Sheriff, Chief Deputy, Captain of Field Operations, Lieutenant of Investigations, the KDOG Unit Commander and the Fiscal Services Manager for the Kenosha County Sheriff's Department.

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

XVII. TERMINATION OF MEMBERSHIP

Upon thirty (30) day advance written notice, either party may withdraw from KDOG. The withdrawal shall be deemed an act of dissolution of this contract.

XVIII. DISSOLUTION

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

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

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

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

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

XVIII. MODIFICATION

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

Signature pages follow

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

SHERIFF'S DEPARTMENT

By:_____
DAVID G. BETH, Sheriff
Date: _____

COUNTY OF KENOSHA, WISCONSIN
A Wisconsin Corporate Body

By: _____
JIM KREUSER, County Executive
Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

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

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

TWIN LAKES POLICE DEPARTMENT

BY: _____
ADAM GROSZ, Chief of Police

DATE: _____

VILLAGE OF TWIN LAKES
A Wisconsin Municipality

BY: _____
HOWARD K. SKINNER, Village President

DATE: _____

BY: _____
LAURA ROESSLEIN, Village Clerk

DATE: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, YR____, Howard K. Skinner, Village President and Laura Roesslein, Village Clerk of the Village of Twin Lakes, a municipal corporation, to me known to be such Village President and Village Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

KENOSHA COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: **WI D.O.T. Bureau of Transportation Safety (BOTS) – Alcohol Enforcement Grant 2021_2022**			
Original ☒	Corrected ☐	2nd Correction ☐	Resubmitted ☐
Date Submitted: November 10, 2021		Date Resubmitted	
Submitted By: **Judiciary & Law Committee** **Finance/Admin Committee**			
Fiscal Note Attached ☐		Legal Note Attached ☐	
Prepared By: Tony Gonzalez, Captain of Operations		Signature: Capt. Tony Gonzalez	

WHEREAS, the Kenosha County Sheriff's Department has partnered with Racine County Sheriff's Department (RASO) to participate in a traffic control enforcement grant offered through the WI Dept of Transportation, Bureau of Transportation Safety (BOTS), and

WHEREAS, the grant is offered to reimburse labor costs associated with scheduling increased patrol presence to enforce alcohol/drug impaired drivers at targeted times, and

WHEREAS, the grant from BOTS for $90,000 is awarded to RASO and administered by RASO and Kenosha County Sheriff's Dept applies, through Racine County, for reimbursement for labor costs incurred, and

WHEREAS, the state BOTS grant awarded to RASO covers the fiscal period; October 2021 through September of 2022, and

WHEREAS, Kenosha County Sheriff's Department anticipates deputies to work approximately 320 hours from October 1, 2021 through September 30, 2022 for a total expected shared award reimbursement of $35,000.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the grant and approve the increase in revenue and expenditure line items for $35,000 for the 2021 Budget year, as per the attached budget modification form, which is incorporated herein by reference.

BE IT FURTHER RESOLVED, that any unobligated grant funds remaining available at year end 2021 be hereby authorized for carryover to 2022 until such time as the approved grant funds are expended in accordance with 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 program and in compliance with generally accepted accounting principles.

Note: This resolution requires NO funds from the general fund. It increases revenues and expenditures, respectfully.

Subject: **WI D.O.T. Bureau of Transportation Safety (BOTS) – Alcohol Enforcement Grant 2021_2022**			
Original ☒	Corrected ☐	2nd Correction ☐	Resubmitted ☐
Date Submitted: November 10, 2021		Date Resubmitted	

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	Aye	No	Abstain	Excused
Supervisor Sharon Pomaville, Chair	☑	☐	☐	☐
Supervisor Boyd Frederick, Vice Chair	☑	☐	☐	☐
Supervisor Jeff Wamboldt	☒	☐	☐	☐
Supervisor Laura Belsky	☒	☐	☐	☐
Supervisor Mark Nordigian	☒	☐	☐	☐
Supervisor Jerry Gulley	☐	☐	☐	☒
Supervisor Terry Rose	☒	☐	☐	☐

FINANCE/ADMINISTRATION COMMITTEE

	Aye	No	Abstain	Excused
Supervisor Jeffrey Gentz, Chair	☑	☐	☐	☐
Supervisor Ron Frederick, Vice Chair	☑	☐	☐	☐
Supervisor David Celebre	☐	☐	☐	☒
Supervisor Jeff Wamboldt	☑	☐	☐	☐
Supervisor Ed Kubicki	☒	☐	☐	☐
Supervisor Monica Yuhas	☑	☐	☐	☐
Supervisor John Franco	☑	☐	☐	☐

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Law Enforcement Department: Sheriff's Department

Proposal Summary (attach explanation and required documents):

Resolution - Request to modify expense and revenue budgets by $35,000 to account for a grant award for traffic enforcement that the Sheriff's Department is participating in with the Racine County Sheriff's Department (RASO) for extra patrol enforcement efforts focusing on alcohol/drug impaired drivers.

The funding is offered through the WI Dept of Transportation, Bureau of Transportation Safety (BOTS).

The funding period runs from October 2021 through September 2022.

Kenosha County is partnering with RASO, who is the grantee and administor of the BOTS Alcohol Impaired Drivers Enforcement grant. The grant funds are used to reimburse Deputy Sheriff overtime and benefit costs for the extra patrols scheduled.

The Resolution, Budget Modification and grant award documents are attached. Kenosha County Sheriff's Department's share of the partnered award will be up to $35,000.

Dept./Division Head Signature: Capt. [signature] Date: 11/10/2021

2. Department Head Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: [signature] Date: 11-10-2021

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: Patricia Merrill Date: 11/11/2021

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: Jim Brewer Date: 11-12-21

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

KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

Budget Reg Entry#	G/L DATE
	ENTRY DATE

DEPT/DIVISION: **SHERIFF** **2021**

PURPOSE OF BUDGET MODIFICATION (REQUIRED): Sheriff's Dept partnering with RASO for extra patrols concentrating on alcohol enforcement funded via the WI DOT, Bureau of Transportation Safety. The grant is awarded and administered by the Racine Co. Sheriff's Dept. We are estimating revenue to be earned through the grant funding period , October 2021 thru Sept 2022. We will carryover unspent grant funds at the close of 2021 to 2022 budget year to spend down through Sept 2022.

(1) MAIN ACCOUNT DESCRIPTION	(2)						BUDGET CHANGE REQUESTED (3)	(4)	(5)	(6)	(7)	AFTER TRANSFER (8)	(9)
EXPENSES	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	PROJECT	SUB-PROJECT	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	ACTUAL EXPENSES	REVISED BUDGET	EXPENSE BAL AVAIL
Overtime	100	210	2130	511200			25,158		298,360	298,360	901,293	323,518	(577,775)
FICA	100	210	2130	515100			3,295		504,840	504,840	420,091	508,135	88,044
Retirement	100	210	2130	515200			6,547		942,519	942,519	818,961	949,066	130,105
					EXPENSE TOTALS		35,000	0	1,745,719	1,745,719	2,140,345	1,780,719	-359,626

REVENUES	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	PROJECT	SUB-PROJECT	REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
Alcohol Enforcement Project	100	210	2130	442570				(35,000)	0	0	(35,000)
					REVENUE TOTALS		0	(35,000)	0	0	(35,000)

COLUMN TOTALS (EXP TOTAL + REV TOTAL)	35,000	(35,000)

PREPARED BY: Angela Khabbaz, FSM DIVISION HEAD: Capt. [signature] DATE: 11/10/2021

DEPARTMENT HEAD: [signature] DATE: 11-11-2021

FINANCE DIRECTOR: Patricia Merrill DATE: 11/11/2021
(required)

COUNTY EXECUTIVE: [signature] DATE: 11-12-21

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).

General Information

Proposed Project Title:	**IMPAIRED DRIVING ENFORCEMENT**
Federal funding source:	National Highway Traffic Safety Administration (NHTSA)
Type of Municipality:	County
Applicant/Sub-Recipient Agency/County:	Racine County
Enforcement Area:	Racine County
Agency Federal Employer ID (FEIN):	396005734
Unique Entity Identifier (DUNS Number):	830351623

Agency Head or Authorizing Official

Agency Head or Authorizing Official:	Christopher Schmaling
Title:	Sheriff
Address:	717 WISCONSIN AVE
City:	RACINE
State:	Wisconsin
Zip Code:	53403

Project Coordinator

First Name:	Aaron
Last Name:	Schmidt
Title:	Sergeant
Address:	717 Wisconsin Ave
City:	Racine
State:	Wisconsin
Zip Code:	53403
Phone:	(262) 886-8495
E-mail Address:	aaron.schmidt@racinecounty.com

[✔] I agree that the above information is up-to-date and correct.*

Problem Identification/Project Justification

Alcohol-impaired Driving: In Wisconsin during 2020 alcohol was listed as a contributing factor in 5.3% of all crashes. 28.5% of all fatal vehicle crashes in 2020 were alcohol-related, resulting in 167 deaths. Alcohol-impaired driving is associated with other high-risk behaviors that increase the likelihood of a crash and of significant injury or death occurring; these include speeding, and failure to wear seat belts.

Enforcement Area (Targeting): WisDOT analysis has identified roadway segments patrolled by this agency as 'at-risk'. All alcohol and speed-related crash data from the three previous years for every jurisdiction in Wisconsin were analyzed, including those involving property damage through all ranges of injuries to those that resulted in death. These data were scientifically weighted, following established statistical protocol. Using the weighted data, the Bureau identified those places in Wisconsin with the largest crash frequency due to excess alcohol use or speed. After factoring in each identified, at- risk location's population density, a snapshot of the state's most likely places for similar crashes per capita was established. *Source: BOTS Analysis*

For Impairment Enforcement Grantees, Reimbursed enforcement must take place between the hours of 6:00 P and 4:30A.

For crash data and other resources available at the county level, please visit Community Maps at the link below. If you require assistance in analyzing your crashes, please contact your Law Enforcement Liaison.

https://transportal.cee.wisc.edu/partners/community-maps/

Problem Statement:

A problem statement can be as simple as answering these three questions.

1. What and where is the problem?
2. How do we plan to solve the problem?
3. How do we check to see if the solution is working and what will be done?

From January through September 2021 there have been 295 total crashes between Racine and Kenosha County that include the alcohol flag. Of those 295 crashes, 5 were fatal and 188 were injury crashes. High concentrations of these are along the 1-41 /94 corridor as well as STH 31 and STH 32 from the State line to the North Racine Co. line. We will dive further into the crash statistics and place deployments in those areas during time frames that appear to have a greater frequency of these crashes. Next September we will compare the crash statistics from 2021 to 2022 to see if the deployments had any significant impact.
* In looking at past years there was an 8% decrease from 2019 to 2020 in alcohol related crashes. I then looked at Jan - September 2020 vs 2021. There is a 17% increase in alcohol related crashes for this time period. 2020 was an anomaly with the COVID-19 lockdowns so I compared 2021 vs 2019. There was a 6% increase in alcohol related crashes in 2021 vs 2019.

***Grant funds will be split in the following manner RASO $55,000, KESO $35,000.

Is the State Patrol participating with this Task Force? [ ] Yes [✔] No

Note: If yes, State Patrol is not funded through this grant.

Task Force Members

Racine and Kenosha County Sheriff Offices

RPM/SPM Notes

This is an Impaired Driving (OWI) Enforcement Taskforce Grant.
The members of the taskforce is as follows: Kenosha/Racine County Impaired Driving Taskforce

Kenosha County Sheriff's Department
Racine County Sheriff's Department *

Note: By accepting this grant, you are verifying that the above listed agencies are taskforce members and no other law enforcement agency that is not listed above will be allowed to participate in grant funded activities assigned to this taskforce.

The amount of the taskforce grant shall be $90,000.00 and a detailed funding allocation plan to participating taskforce member agencies shall be submitted. Grantee is prohibited from using grant funds to supplant existing state or local expenditures.

Both Op Plan and signature page are required to be submitted with the grant at the beginning of the process on the "Supporting Documents" tab. NO GRANTS WILL BE APPROVED WITHOUT THESE DOCUMENTS ATTACHED.

The budget is for deployments only; no grant funds are for equipment. This grant requires a 25% soft local match. Activity Reports may use one overall monthly statistical report if a pre-approved spreadsheet is attached. Such reports are due on/by the 15th of the next month (example: January's report is due by February 15th). ALL involved agencies MUST participate in the three (3) National Mobilization periods such as "Click it or Ticket" and "Drive Sober or Get Pulled Over" - summer and winter.

ALL agencies are encouraged to attend the quarterly traffic safety commission (TSC) meetings for their County and the use Community Maps as a guide for scheduling deployment locations:
"For crash data and other resources available at the county level, please visit Community Maps at https://transportal.cee.wisc.edu/partners/community-maps

[✔] I agree to the terms and conditions above.

Project Objectives with Evaluation Plan

Grantee agrees to adopt a zero tolerance policy for impaired driving during all motor vehicle stops.

Evaluation: Activity Report - Citations

During past deployments, Grantees have typically initiated a recorded traffic stop about every 45 minutes. To maintain or exceed historical activity levels during grant-funded activity Grantee will, on average, initiate a recorded traffic stop every 45 minutes.

Evaluation: Activity Report - Contacts

During past grant-funded deployments, Grantees typically maintain an agency ratio of three citations to one written warning.

Evaluation: Activity Report - Citations/Warnings

Grantee agrees to make contacts with local media, community groups or other groups to increase public awareness of information related to crashes, and subsequent enforcement efforts. This should be done a minimum of once during every quarter of grant approval. Creating partnerships with public and private community groups to enforce public awareness of this campaign is strongly encouraged.

An Agency's failure to meet project Objectives may affect their consideration for future grant awards.

Additional Objectives/Evaluation

Objectives for this task force is to conduct on traffic stop every 45 minutes. The grant will be worked in conjunction with Kenosha County Sheriff. We will focus on educating the motoring public on the dangers of driving while impaired . This will be accomplished through strict enforcement, social media, and local media outreach.

[✔] I agree to the terms and conditions above.

Policy Requirements

All grantees agree to adhere to the following policies, which are detailed in the full contract
Grantee is:

- Subject to audit and is responsible for complying with appropriate maintenance of records
- Subject to on-site monitoring and review of records by BOTS staff
- Prohibited from purchasing equipment other than that listed in approved grant application
- Prohibited from using grant funds to supplant existing state or local expenditures
- Prohibited from discriminating against any employee or applicant for employment
- Prohibited from receiving grant funds if presently debarred
- Prohibited from using these funds to further any type of political or voter activity
- Prohibited from using these funds to engage in lobbying activity
- Required to comply with Buy America

If the grant funds will be expended on law enforcement, grantee further certifies:

- That it has a written departmental policy on pursuits
- That it has a written departmental policy on BAC testing of drivers involved in fatal crashes
- That it has a written departmental policy on the use of safety belts by employees
- That it complies with Title VI of the Civil Rights Act of 1964

2 C.F.R. §200, Subpart F Single Audit requirements

****Please check with your Treasurer or Finance department**

The grantee has verified that their political entity (payee for this grant)
[✔] **IS** or [ ] **IS NOT Subject to 2 C.F.R. §200, Subpart F Single Audit requirements.**

A **2 CFR** Part **200 audit** is required if your political entity expends more than $750,000 in federal funds during your fiscal year.
If subject to 2 C.F.R. §200, Subpart F Single Audit requirements, the political entity needs to be in compliance and have filed with the Federal Audit Clearing House.

If applicable, the grantee has verified that its political entity is in compliance and has filed with the Federal Audit Clearing House :

[✔] **Yes** or [ ] **Not Applicable**

Grants Training:

Below is the current training link. List the name of the person or persons who have taken grants training. List the name of the person, type of training (i.e. Webinar, Governors Conference, Regional Training or online) and the date of last training.

Name	Training Location	Date
Aaron Schmidt	Online Video	9/13/2021

Click here to view WISE Grants Training video.

[✔] I agree to the terms and conditions above.

Work Plan

Federal Grant Period:
Grant activities are funded for one federal fiscal year. The federal fiscal year 2022 runs from October 1, 2021 through September 30, 2022. Funded fiscal year activities may begin no earlier than October 1st and end no later than September 30th. Grant activity may not begin until grant has been approved or have been notified by BOTS to begin.

Work Plan/Calendar: The Work Plan/Calendar contained within this contract is a term of the contract. It describes timing and level of enforcement activity. At a minimum, during the term of this contract:

Grantee will implement at least one deployment each month within the specified grant period as planned in the Work Plan /Calendar. Agencies that receive funding for overtime enforcement must participate in the national mobilizations during the timeframes listed below. Sign-up for mobilizations is in Wise-Grants and is accomplished by activating an activity report under the View Available Opportunities button on the home screen. Completing the activity report after the two week mobilization helps BOTS to provide NHTSA with accurate information about the level of enforcement activity in the state.

Required Mobilizations

- December 17, 2021 – January 1, 2022 (Drive Sober - Winter)
- May 23 – June 5, 2022 (Click It Or Ticket National Mobilization)
- August 19 – September 5, 2022 (Drive Sober – Labor Day)

NOTE:

NHTSA Grant Funds dictate that during Impaired Driving Enforcement, Grantees must perform enforcement between the hours of 6:00pm and 4:30am.

If grantee cannot perform the planned patrols, BOTS must be notified. Failure to perform planned activity may be considered grounds for terminating the grant.

WORK PLAN

Month	(A) Deployments	(B) Hours per Deployment	(C) Officers per Deployment	(D) Total Officer Hours (AxB)xC = D
October	2	4	7	56
November	4	4	6	96
December	4	4	6	96
January	4	4	6	96
February	4	4	6	96
March	5	4	6	120
April	5	4	8	160
May	5	4	8	160
June	5	4	8	160
July	5	4	6	120
August	5	4	6	120
September	5	4	8	160
TOTAL	**53**	**48**	**81**	**1440**

WORK PLAN ITEMS – Required:

1. BOTS enforcement grants will use the High Visibility Enforcement (HVE) model (at a minimum) during National enforcement periods. All remaining enforcement activity will be sustained enforcement.
2. The three main elements of HVE are:
    a. multiple agencies
    b. working the same day and time
    c. with a media component to educate the public
3. Single officer deployments are discouraged and will require justification added to the monthly activity report.
4. Grantee will assign only sworn, SFST-trained officers in patrols if the behavior they are attempting to modify is impaired driving. Part-time officers may be assigned only if the grant funded activity and their resulting weekly total hours do not exceed 39 hours.
5. Grantee agrees to implement 53 deployments for a total of 1440 enforcement hours.

Grant Reimbursable Hours & Rate:
Grantee's estimate of funded reimbursable hours is based upon an estimated average hourly wage/fringe rate of $62.50

Total amount of Wage/Fringe Based on above deployments and rate $90,000.00

Activity Reporting: Grantee shall complete the Activity Reports and submit them to BOTS no later than the 15th of the month following the activity.

[✔] I agree to the terms and conditions above.

Budget Request

Funding:
Grant funding is based on availability of Federal Grant Funds. Grants and funding may be stopped at any time during the Grant year if funding becomes unavailable.

Budget Plan:
The Budget spreadsheet within this contract is a term of the contract. Eligible cost items for this project include: Wage and Fringe. Grantee must complete the Local Match column below.

Relationship to Work Plan:
All budget items must relate to activities described in the Work Plan. Reimbursement will be based on actual costs, NOT budgeted rates. Only project activities and expenses described in the approved work plan and budget, incurred during the grant period, are eligible for reimbursement. Expenses incurred that are not specified in the budget plan or work plan will not be reimbursed.

Document Requirements:
Grantee will document hours, wage and fringe rate, and all match costs. Fringe benefit shall be actual costs. Payment for salaries and wages shall be supported by a time and attendance report, or equivalent records, which shall be kept on file at the agency for three years from the date the project closes. BOTS reserves the right to perform monitoring activities, to include ongoing review and audit of department records.

Citation data and payroll data will be required upon request. Citation data can be provided in the form of an approved spreadsheet or TRACS upload. Complete citation data and supporting payroll documentation can be uploaded to the monthly activity report. Reports are being developed in TraCS to more quickly allow you to report.

Match Requirements:

A local match of at least 25% of the grant total is required. **Please indicate project match in the space provided below.**

Budget

Item	Federal Grant	Local Match	Totals
Wage/Fringe	**$90,000.00**	$22,465.00	$112,323.00
Travel/Mileage	**Ineligible**		$0
Training	**Ineligible**		$0
Contractual Services	**Ineligible**		$0
Equipment	**Ineligible**		$0
Materials & Supplies	**Ineligible**		$0
Other	**Ineligible**		$0
Total	**$89,858.00**	**$22,465.00**	**$112,323.00**

Budget Amendments:

If work plan or other documentation must be changed after the grant is in active status, Grantee must submit an amendment request via the WISE Grants System. Amended activity shall not commence prior to BOTS approval.

Click Here to see Amendment Instructions.

Signatures:

The agency head or authorizing official must complete the printable signature page and attach to grant application under "Supporting Documents." An electronic grant submission through the WISE Grants System will initiate the grant approval process , activity/deployments shall **not** begin until the agency receives notice that the grant is approved or have been notified by BOTS to begin.

[✔] I agree to the terms and conditions above.

Deliverables

Forms:

Forms will only be accepted through the WISE Grants. Questions about grant submissions should be referred to either the State Program Manager or the Regional Program Manager.

Click here to see the RPM and SPM map.

Project Match Report:
Agencies are encouraged to report adequate match throughout the grant, 25% of the federal grant must be met by the end of the grant period.

Media/Outreach Documentation:
Media and outreach are important components to successful behavioral change. During High Visibility Enforcement all media that pertains to the agency's activities must be submitted/attached as part of the activity report. Media is highly recommended as a part of all grant activities.

Reimbursement Claims:
The Final Reimbursement Claim must be received no later than November 15, 2022, any claims received after November 15 cannot be guaranteed for reimbursement. The final reimbursement will be made only after all deliverables are received and approved by BOTS. No reimbursement claims will be paid after December 31 for the 2022 fiscal year.

Place of Delivery:

All Electronic Project Deliverables shall be submitted via the WISE Grants System.

Signature Pages and Operations Plan shall be attached to this grant application under "Supporting Documents."

Questions about the Traffic Safety Program or this project should be addressed to the State Program Manager or the Regional Program Manager.

Awarding Agency Official Mailing Address:

Bureau of Transportation Safety

4822 Madison Yards Way, 9th Floor South

Madison, WI 53705

[✔] I agree that grant activity will not begin until this grant has been approved or have been notified by BOTS to begin.

[✔] I agree to the terms and conditions above.

This Grant Agreement ("Agreement"), entered into by and between the Bureau of Transportation Safety ("BOTS") and Racine County Sheriff's Office ("Grantee"), is executed pursuant to terms that follow.

1. Purpose of this Agreement

The Bureau of Transportation Safety, housed within the Wisconsin Department of Transportation's Division of State Patrol, serves as the administering agency for state and federal grants relating to transportation safety. The purpose of this Agreement is to enable BOTS to award grant funding to Grantee for eligible costs of the Grant Project ("Grant") undertaken as outlined in the project narrative and work plan. The funds shall be used exclusively in accordance with the provisions of this Agreement, as well as applicable federal and state laws and regulations.

2. Term

Work conducted under this Grant must occur within the federal fiscal year: October 1 to September 30. This Agreement expires September 30 of the federal fiscal year during which the Grant is conducted.

3. Implementation

Grantee shall be solely responsible for the design and implementation of the Grant as described in the project narrative and work plan. Grantee agrees to conduct the Grant in accordance with these plans as approved by BOTS.

Modification of the Grant shall require prior approval of BOTS. Any change in project coordinator, financial officer, authorizing official, addresses, or telephone numbers requires written notification to BOTS. If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the WIse-Grants System. Amended activity may not commence prior to BOTS approval.

Failure to perform planned activity may be considered grounds for termination of funding.

4. Audit and Maintenance of Records

Grantee government subdivisions are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. C. 7501-8507) and the Single Audit Requirements of 2 C.F.R. §200, Subpart F (A-133 Single Audit Requirements). If Grantee government subdivision is subject to a Single Audit, BOTS must be notified of the audit and subsequent results. If Grantee is subject to these requirements, it will verify that it is compliance with these requirements and that it has filed with the Federal Audit Clearing House. BOTS may take corrective action within six months and may require independent auditors to have access to grantee's records and financial statements. Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to BOTS upon request with reasonable notice. Each budget item identified as "Other" shall be claimed separately.

5. Monitoring by the State

Grantee consents to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

6. Payment of Funds by the State

All highway safety projects are funded on a cost reimbursement basis. State or local funds shall be expended before federal reimbursement is made.

BOTS shall reimburse Grantee only for the actual hours worked, and for other eligible costs, and only if the costs are incurred in performing tasks identified within the grant application. Personnel costs shall be reimbursed on the basis of actual hourly salary and fringe rate(s) that have been verified and approved by BOTS, or on the basis of percentage of annual salary and fringe dedicated to project activity as described within the grant application. All expenses for which Grantee

seeks reimbursement must be documented in the Project Activity Reports.

7. Equipment

Tangible, non-expendable personal property having an acquisition cost of $5,000 or more, with a useful life of greater than one year, that is purchased in whole or in part by Grantee using funds awarded as part of this Agreement must be justified in the project narrative or work plan and approved by the NHTSA Regional Office in writing before initiating the acquisition of the equipment. Each item shall be tagged, inventoried, and monitored until the federal interest is released. Tangible, non-expendable personal property having an acquisition cost of less than $5,000, and budgeted as materials and supplies, will also be monitored. Grantee must inform BOTS in writing when equipment is no longer used for the purpose for which it was acquired. Grantee's procurement of property under a grant will follow the same policies and procedures used for procurement from its non-federal funds, provided their procurement procedures follow the requirements for procurement standards set forth in federal law in 2 C.F.R. §§200.318 general procurement standards through 200.326 contract provisions. Each grantee receiving traffic safety funds must maintain written property management standards that comply with the requirements for property standards set forth in federal law in 2 C.F.R. §§200.310 through 200.316. These requirements include, but are not limited to, the maintenance of accurate property records [2 C.F.R. §200.313(d)(1)]. Such records will include a description of the property; a serial number or other identification number; the source of funding for the property (including the FAIN, if applicable); indication of with whom title is vested; acquisition date; cost of the property; percentage (at the end of the budget year) of federal participation in the cost of the project for the federal award under which the property was acquired; location, use, and condition of the property; and ultimate disposition data including the date of disposal and the sale price of the property. Grantees will institute maintenance procedures adequate to keep the property in good condition.

8. Print and Audio Visual Materials

Grantee shall submit all materials developed under this Agreement to BOTS for approval of content and style prior to final production and release. All video materials intended for general public viewing must be close-captioned. Grantee shall credit the Wisconsin Department of Transportation Bureau of Transportation Safety and the National Highway Traffic Safety Administration on all such materials. Grantee may not copyright any portion of materials produced under this Agreement.

9. Program Income

Program income is gross income derived by Grantee from Grant-supported activities. Grantee will report program income on reimbursement claims, stating whether the income is retained or credited as a reduction in federal share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by BOTS.

10. Additional Requirements Where Funds Are Expended on Law Enforcement

A. Grantee agency certifies that it has a written departmental policy on biased-based policing, or that it will initiate development of one during the grant period.

B. Grantee agency certifies that it has a written departmental policy on pursuits or that it will initiate development of one during the grant period. The policy should conform to the guidelines of the IACP or a similar pursuit policy.

C. Grantee agency certifies that it has a written departmental policy on the BAC testing of all drivers involved in fatal vehicle crashes involving alcohol, or that it will initiate one during the grant period. Grantee agency will require a test of all killed drivers and will encourage all surviving drivers to consent to a test.

D. Grantee agency certifies that it has a written departmental policy on the use of safety belts by employees, or that it will initiate development of one during the grant period.

11. General Costs of Government

The general costs of government (i.e. supplanting) are unallowable except as provided in 2 C.F.R. §200.474. [2 C.F.R. §200.444]. The replacement of routine or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is prohibited.

12. Guidelines for Allowability of Costs

To be allowable under Federal awards, costs must meet the following general criteria [2 C.F.R. §225, Appendix A, C(1)]:

1.Be necessary and reasonable for proper and efficient performance and administration of Federal awards .
2.Be allocable to Federal awards under the provisions of 2 CFR part 225.
3.Be authorized or not prohibited under State or local laws or regulations.
4.Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
5.Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
6.Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
7.Except as otherwise provided for in 2 CFR part 225, be determined in accordance with generally accepted accounting principles.
8.Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
9.Be the net of all applicable credits.
10.Be adequately documented.

13. Nondiscrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees —

1.To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

2.Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

3.To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

4.That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

5.To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

·**Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
·**The Uniform Relocation Assistance and Real Property Acquisition Policies**Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
·**Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
·**Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
·**The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of

age);

·**The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

·**Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

·**Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low -income populations); and

·**Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

14. Political Activity (Hatch Act)

Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

15. Lobbying Activities

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal .

16. Certification Regarding Debarment And Suspension

Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency, or by any department, agency, or political subdivision of the state. For purposes of this grant, "principal" includes an officer, director, owner, partner, or other person with primary management and supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of Grantee.

Instructions for Lower Tier Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

17. Buy America Act

The Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products

produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation .

18. Prohibition on using grant funds to check for helmet usage

The Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

19. Termination

This grant may be terminated upon BOTS' determination that Grantee has materially failed to comply with terms of this Agreement. Termination may be considered among the criteria for subsequent grant awards .

20. Correspondence

All correspondence outside of WIse-Grants with BOTS regarding this project shall include the Grant Number, and shall be submitted to the following address or e-mail address:

Bureau of Transportation Safety
4822 Madison Yards Way, 9th Floor South
Madison, WI 53707

[✔] I agree to the terms and conditions above.

https://www.wigrants.gov/_Upload/352047_360809-GenericOP.docx

https://www.wigrants.gov/_Upload/352047_360810-Officer'sReportForm.pdf

WI DOT BOTS

TASK FORCE OPERATIONAL PLAN

2022 Racine / Kenosha Impaired driving task force

I. Purpose

1. It is the intent of this plan to specify and address the issues and procedures required to bring together a Multi-jurisdictional Traffic Safety Task Force geared toward a High Visibility Enforcement (HVE) effort focused on decreasing crashes and obtaining voluntary compliance with traffic regulations.

   The task force agencies involved are:
   Administered by*: Racine County Sheriff Office*
   Kenosha County Sheriff Department and Racine County Sheriff Office

2. This enforcement effort will be a direct result of a task force formed and comprised of sworn personnel from all jurisdictions listed at the end of this document as well as the Wisconsin State Patrol, as appropriate. Agencies work in concert to address the objectives below and within corresponding grant documents and then take enforcement action based on violations observed/detected as a result of contact with motorists.

3. In addition, partnerships are encouraged with both private and public sector partners interested in promoting traffic safety.

II. Objectives

1. The objectives for this operational plan are to decrease the incidence of targeted driving violations, related crashes and to increase voluntary compliance with traffic regulations thereby decreasing fatalities and serious injury collisions by way of a proactive and highly visible enforcement effort.

2. Officers involved in the campaign will take a zero-tolerance on the following violations:
   a. PRIMARY: *OWI*
   b. ADDITIONAL: *Inattentive driving, Speed, Seat Belt, and other moving violations*

3. The main objective is to gain and maintain voluntary and continued compliance with the targeted traffic laws thereby improving individual motor vehicle crash survivability rates and reduction of long term disabilities.

III. Concept of Operations

1. The concept of operation incorporates a High Visibility Enforcement (HVE) effort by utilizing a number of area state and local law enforcement agencies. Sworn personnel saturate pre-selected highway corridors/sections best determined to be advantageous in the detection of targeted violations.

2. Task Force Law Enforcement Departments may include any law enforcement agency located with jurisdictional responsibilities in the County(s). Each Department involved in the Task Force is responsible for deployment coverage of targeted locations within their jurisdiction.
   NOTE: This may include funded agencies as well as agencies not receiving grant funds.

3. The three primary issues that a minimum of two agencies, preferably all agencies must share within the Task Force include:
   a. Common location(s): Saturation, Corridor, or Jurisdictional Corridor.
   b. Specific time frame of deployments.
   c. Specific dates of deployments.

4. It would therefore be the intent of this plan to deploy a number of sworn personnel from the Task Force departments, simultaneously with mobile squad units and required equipment from their host agencies into a pre-determined locations (with alternate locations) within designated community(s) supporting this collaborative effort.

5. The Task Force is encouraged to utilize the Wisconsin State Patrol version of Mobile Architecture for Communications Handling (MACH).

6. It is envisioned that the duration of each campaign should be a minimum of four (4) hours in length and would include the following:
   a. Pre-Deployment – at the beginning of the month, prior to any deployments consisting of advanced notice via PSAs, social media announcements, and other methods regarding deployment dates, times and general locations of targeted enforcement.
   b. Deployment to the Targeted Areas.
   c. Post Deployment – including;
      1.) At the end of the month, after all deployments consisting of sharing of results with all jurisdictions and media.
      2.) Completion of all required paperwork and reports required for Reports and Reimbursement Funding.
      3.) Completion of Citations, Court Documentation and Incidents Reports if required.

7. The dates and times of these HVE deployments are pre-determined and advertised to the public through the efforts of press releases and media contacts to make the public preemptively aware of these various enforcement deployments. As an intended consequence it would also be the hope of gaining the motoring public's voluntary compliance as well as raise individual awareness of the hazards and penalties surrounding their conscious non-compliance with traffic safety laws.

IV. Date, Time, and Location of the Deployments

Location(s): Highways – including, but not limited to: STH 31, STH 32, I-41.
Dates: *Per schedule agreed upon by participating agencies*

* Locations are subject to change dependent upon agency agreement, crash experience, and other determinations made by the involved agencies. As a starting point, include listed highways also include up to ¼mile in any direction of such highways so as to include feeder streets to the primary target areas.
Dates are subject to change dependent upon weather and other factors as agreed upon by Task Force members.

V. Liability of Law Enforcement Personnel Involved

1. It is understood and agreed by task force agencies that employees assigned to HVE efforts, even if/when operating in another's jurisdiction, are the sole responsibility of the individual's employing department, unless the jurisdiction already have a mutual aid or similar agreement that they wish to use. If agencies have mutual aid or similar agreements made prior to Task Force operations, then those agreements replace this provision.

2. The individual employing department retains liability for its employees as if the employee was functioning in their own jurisdiction.

3. The individual organization is responsible to ensure the employee is qualified to be assigned to the HVE effort under regulation or requirement of the Wisconsin Department of Justice Law Enforcement Training and Standards Board and the BOTS.

4. The Parties assume their own liability and agree to release and hold harmless each other, including the others officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of performance under this agreement. This indemnity provision does not constitute, and is not intended to constitute, a waiver of any governmental or other immunities or limitations of liability on the part of any Party. (See any related Mutual Aid Agreement for more details)

VI. Jurisdictional Authority and Court Assignment of Citations

1. Any Police Chief or the Sheriff may request, preferably in writing, that an HVE event occur within their jurisdiction.

2. Task Force agencies will make decisions as to the appropriate court for citations/arrests.

VII. Required Personnel and Qualifications

1. Task Force Representative – from each participating jurisdiction and/or other involved non law enforcement member agency, to act as the liaison for that agency regarding Task Force affairs. (**NOTE** – Preferably this position will be filled by one or two individuals that can act in this capacity throughout the entire campaign focus to best insure continuity in operation.)

2. Task Force Agency representatives shall meet on a quarterly basis to discuss relevant issues, deployment changes/dates, etc at their corresponding Traffic Safety Commission (TSC) meetings.

3. HVE Enforcement Officers: Officers shall be trained in Standardized Field Sobriety Testing (SFST). ARIDE and DRE training are strongly encouraged.

4. K-9 Officer and Dog – It is encouraged to have working deployment dates/times.

5. Drug Recognition Expert (DRE) Officer – It is encouraged working deployment dates/times.

VIII. Uniform and Vehicles

1. HVE Enforcement Officers will be working in full uniform (safety vests are highly encouraged) and operating in their assigned patrol vehicles (unless assigned as specific "spotters" or other plain clothes roles).

2. Squads may be marked or unmarked, depending on assignment/purpose.

IX. Reporting

1. Each Officer working the operation will complete an Activity Log. Sheet. Each agency will be responsible for compiling the statistics; done immediate at the end of the deployment but no later than 48 hours afterward. The reimbursement paperwork will follow.

X. Safety

1. Safety is of high importance and should include available methods, materials and equipment to that end, including but not limited to: reflective safety vests, use of seat belts, etc.

2. If an unsafe act or condition is observed, that will be reported to their OIC as soon as possible. The OIC will then be responsible to correct the situation or change the operational plan to insure a safe conduct of the plan.

The following sections are provided primarily for:
agencies that are NOT funded through the task force grant, and,
agencies that are funded BUT are not administering this task force grant.

ALL AGENCIES WITHIN THE TASK FORCE GEOGRAPHICAL AREA SHOULD BE GIVEN THIS DOCUMENT FOR THEIR GENERAL INFORMATION AND POTENTIAL PARTICIPATION.

XI. Federal Requirements

Funded agencies must comply with all grant requirements particularly those listed in the "General Contract Terms" section, to include, but not limited to:

1. **Purpose of this Agreement**
   The Bureau of Transportation Safety, housed within the Wisconsin Department of Transportation's Division of State Patrol, serves as the administering agency for state and federal grants relating to transportation safety. The purpose of this Agreement is to enable BOTS to award grant funding to Grantee for eligible costs of the Grant Project ("Grant") undertaken as outlined in the project narrative and work plan. The funds shall be used exclusively in accordance with the provisions of this Agreement, as well as applicable federal and state laws and regulations.

2. **Term**
   Work conducted under this Grant must occur within the federal fiscal year: October 1 to September 30. This Agreement expires September 30 of the federal fiscal year during which the Grant is conducted.

3. **Implementation**
   Grantee shall be solely responsible for the design and implementation of the Grant as described in the project narrative and work plan. Grantee agrees to conduct the Grant in accordance with these plans as approved by BOTS.

   Modification of the Grant shall require prior approval of BOTS. Any change in project coordinator, financial officer, authorizing official, addresses, or telephone numbers requires written notification to BOTS. If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the Wise-Grants System. Amended activity may not commence prior to BOTS approval.
   Failure to perform planned activity may be considered grounds for termination of funding.

4. **Audit and Maintenance of Records**
   Grantee's political entity is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-8507) and the Single Audit Requirements of 2 C.F.R. §200, Subpart F. Grantee will verify whether its political entity is or not subject to a Single Audit. If Grantee's political entity is subject to a Single Audit, BOTS must be notified of the audit and subsequent results. If Grantee's political entity is subject to these requirements, it will verify that it is compliance with these requirements and that it has filed with the Federal Audit Clearing House. BOTS may take corrective action within six months and may require independent auditors to have access to grantee's records and financial statements. Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to BOTS upon request with reasonable notice. Each budget item identified as "Other" shall be claimed separately.

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   Grantee consents to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

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7. **Equipment**
Tangible personal property, including information technology systems, having an acquisition cost of $5,000 or more, with a useful life of greater than one year, that is purchased in whole or in part by Grantee using funds awarded as part of this Agreement must be justified in the project narrative or work plan and approved by the NHTSA Regional Office in writing before initiating the acquisition of the equipment. Each item shall be tagged, inventoried, and monitored until the federal interest is released. Tangible personal property having an acquisition cost of less than $5,000, and budgeted as materials and supplies, will also be monitored. Grantee must inform BOTS in writing when equipment is no longer used for the purpose for which it was acquired. Disposition of equipment with a useful life of more than one year and an acquisition cost of $5,000 or more requires prior written approval from the NHTSA Regional Administrator, and the Regional Administrator may reserve the right to transfer title of this equipment. Grantee's procurement of property under a grant will follow the same policies and procedures used for procurement from its non-federal funds, provided their procurement procedures follow the requirements for procurement standards set forth in federal law in 2 C.F.R. §§200.318 general procurement standards through 200.326 contract provisions. Each grantee receiving traffic safety funds must maintain written property management standards that comply with the requirements for property standards set forth in federal law in 2 C.F.R. §§200.310 through 200.316. These requirements include, but are not limited to, the maintenance of accurate property records [2 C.F.R. §200.313(d)(1)]. Such records will include a description of the property; a serial number or other identification number; the source of funding for the property (including the FAIN, if applicable); indication of with whom title is vested; acquisition date; cost of the property; percentage (at the end of the budget year) of federal participation in the cost of the project for the federal award under which the property was acquired; location, use, and condition of the property; and ultimate disposition data including the date of disposal and the sale price of the property. Grantees will institute maintenance procedures adequate to keep the property in good condition.

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Program income is gross income derived by Grantee from Grant-supported activities. Grantee will report program income on reimbursement claims, stating whether the income is retained or credited as a reduction in federal share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by BOTS.

10 **Additional Requirements Where Funds Are Expended on Law Enforcement**
A. Grantee agency certifies that it has a written departmental policy on biased-based policing, or that it will initiate development of one during the grant period.

B. Grantee agency certifies that it has a written departmental policy on pursuits or that it will initiate development of one during the grant period. The policy should conform to the guidelines of the IACP or a similar pursuit policy.

C. Grantee agency certifies that it has a written departmental policy on the BAC testing of all drivers involved in fatal vehicle crashes involving alcohol, or that it will initiate one during the grant period. Grantee agency will require a test of all killed drivers and will encourage all surviving drivers to consent to a test.

D. Grantee agency certifies that it has a written departmental policy on the use of safety belts by employees, or that it will initiate development of one during the grant period.

11. **General Costs of Government**
The general costs of government (i.e. supplanting) are unallowable except as provided in 2 C.F.R. §200.474. [2 C.F.R. §200.444]. The replacement of routine or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is prohibited.

12. **Guidelines for Allowability of Costs**
To be allowable under Federal awards, costs must meet the following general criteria [2 C.F.R. §225, Appendix A, C(1)]:
1. Be necessary and reasonable for proper and efficient performance and administration of Federal awards.

2. Be allocable to Federal awards under the provisions of 2 CFR part 225.

3. Be authorized or not prohibited under State or local laws or regulations.

4. Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.

5. Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.

6. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

7. Except as otherwise provided for in 2 CFR part 225, be determined in accordance with generally accepted accounting principles.

8. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.

9. Be the net of all applicable credits.

10. Be adequately documented.

13. Nondiscrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees —

a.To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income** Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

14. Political Activity (Hatch Act)
The State and Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

15. Lobbying Activities
Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

16. Certification Regarding Debarment And Suspension
Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency, or by any department, agency, or political subdivision of the state. For purposes of this grant, "principal" includes an officer, director, owner, partner, or other person with primary management and supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of Grantee.

Instructions for Lower Tier Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9.Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

17. Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

18. Prohibition on using grant funds to check for helmet usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

19. Termination

This grant may be terminated upon BOTS's determination that Grantee has materially failed to comply with terms of this Agreement. Termination may be considered among the criteria for subsequent grant awards.

20. Correspondence

All correspondence outside of Wise-Grants with BOTS regarding this project shall include the Grant Number, and shall be submitted to the following address:

Bureau of Transportation Safety
4822 Madison Yards Way, 9th Floor South
Madison, WI 53705

XII. Signatures.

Funded agencies are required to submit a Signature Page within the Grant process.

Participating agencies NOT receiving funding are required to sign here indicating their participation and compliance.

[signature]	9-22-2021	KENOSHA SHERIFF
Signature	*Date*	*Agency Name*
Signature	*Date*	*Agency Name*
Signature	*Date*	*Agency Name*
Signature	*Date*	*Agency Name*
Signature	*Date*	*Agency Name*
Signature	*Date*	*Agency Name*
Signature	*Date*	*Agency Name*
Signature	*Date*	*Agency Name*

DocuSign Envelope ID: 2A409839-B973-4937-900A-156F919974E4

COUNTY OF KENOSHA

Division of Planning & Development

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

M E M O R A N D U M

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 **January 12, 2022** 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. **Raymond W. Sheehan**, 5920 256th Ave., Salem, WI 53168 (Owner), Rick Sheehan, 5920 256th Ave., Salem, WI 53168 (Agent), requesting a Conditional Use Permit for a wholesale automobile business in the in the B-2 Community Business Dist. on Tax Parcel #30-4-220-343-0620 located in the SW ¼ of Section 34, T2N, R20E, Town of **Brighton**.

2. **Sheri Lynn Diettrich Trust**, 2903 264th Ave., Salem, WI 53168-9576 (Owner), Sheri Lynn Diettrich, 2903 264th Ave., Salem, WI 53168-9576 (Agent), requesting a Conditional Use Permit for an expansion to an existing public riding stable and indoor riding arena in the A-2 General Agricultural Dist. on Tax Parcel #30-4-220-223-0101 located in the SW ¼ of Section 22, T2N, R20E, Town of **Brighton**.

3. **Brighton Endeavors LLC**, 13118 IL Route 176, Woodstock, IL 60098 (Owner), Ed Possing, 2814 Blaine Ave., Racine, WI 53405 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Farmland Protection", "INRA" & "Non-Farmed Wetland" to "Farmland Protection", "General Agricultural and Open Land", "INRA" & "Non-Farmed Wetland" on Tax Parcel #30-4-220-052-0401, located in the west ½ of Section 5, T2N, R20E, Town of **Brighton**.

4. **Brighton Endeavors LLC**, 13118 IL Route 176, Woodstock, IL 60098 (Owner), Ed Possing, 2814 Blaine Ave., Racine, WI 53405 (Agent), requesting a **rezoning** from A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #30-4-220-052-0401, located in the west ½ of Section 5, T2N, R20E, Town of **Brighton**.

5. **Brighton Endeavors LLC**, 13118 IL Route 176, Woodstock, IL 60098 (Owner), Ed Possing, 2814 Blaine Ave., Racine, WI 53405 (Agent), requesting a **Certified Survey Map** on Tax Parcel #30-4-220-052-0401, located in the west ½ of Section 5, T2N, R20E, Town of **Brighton**.

6. **Irving One, LLC, 1222 N Grant Ave, Odessa, TX 79761; Diedrich Family Farm LLC,** 2000 Richmond Road, Twin Lakes, WI 53181; **Russell Brothers, LLC**, 11909 Richmond Road, Twin Lakes, WI 53181 (Owners), Country Thunder Music Festivals, 730 Gallatin Pike N, Madison, TN 37115 (Agent), requesting a **Conditional Use Permit** for a country music festival (July 21-24, 2022) with an assembly over 5,000 people on the following Tax Parcels: #60-4-119-304-0405 (Irving One, LLC), #60-4-119-304-0100 (Diedrich

DocuSign Envelope ID: 2A409839-B973-4937-900A-156F919974E4

Family Farm LLC) & part of #60-4-119-311-0200 (Russell Brothers LLC) located in the S 1/2 of Section 30 & the N 1/2 of Section 31, T1N, R19E, Town of **Randall**.

7. **Tabled Request of Brian Byrne Trust et al.**, 7028 N. Mendota, Chicago, IL 60646 (Owner), Marlene F. Byrne, 7028 N. Mendota, Chicago, IL 60646 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Medium-Density Residential" to "Park and Recreational" on Tax Parcel #95-4-119-111-1285 located in the NE ¼ of Section 11, T1N, R19E, Town of **Wheatland**.

8. **Tabled Request of Brian Byrne Trust et al.**, 7028 N. Mendota, Chicago, IL 60646 (Owner), Marlene F. Byrne, 7028 N. Mendota, Chicago, IL 60646 (Agent), requesting a **rezoning** from R-5 Urban Single-Family Residential Dist. to PR-1 Park-Recreational Dist. on Tax Parcel #95-4-119-111-1285 located in the NE ¼ of Section 11, T1N, R19E, Town of **Wheatland**.

9. **Tabled Request of Brian Byrne Trust et al.**, 7028 N. Mendota, Chicago, IL 60646 (Owner), Marlene F. Byrne, 7028 N. Mendota, Chicago, IL 60646 (Agent), requesting a Conditional Use Permit for a conversion of a resort to a residential condominium in the PR-1 Park-Recreational Dist. on Tax Parcel #95-4-119-111-1285 located in the NE ¼ of Section 11, T1N, R19E, Town of **Wheatland**.

10. **Tabled Request of Brian Byrne Trust et al.**, 7028 N. Mendota, Chicago, IL 60646 (Owner), Marlene F. Byrne, 7028 N. Mendota, Chicago, IL 60646 (Agent), requesting a **Preliminary Condominium Plat** of East Lilly Lake Condominium Plat on Tax Parcel #95-4-119-111-1285 located in the NE ¼ of Section 11, T1N, R19E, Town of **Wheatland**.

11. Approval of Minutes

12. Citizens Comments

13. Any Other Business Allowed by Law

14. Adjournment

Sincerely,

DocuSigned by:
Andy M. Buehler
5E5F88199951407...

ANDY M. BUEHLER, Director
Division of Planning & Development

AMB:BF:aw

GL-25-21

COUNTY OF KENOSHA — COUNTY CLERK

Regi Bachochin

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

CLAIM AGAINST KENOSHA COUNTY

FULL NAME (daughter+POA) Laura J. Kriofsicy DATE 12/20/2021

ADDRESS 2808 16th St.
Kenosha, WI

TELEPHONE NUMBER: Home: 262-883-4470
~~Work:~~ Cell 262-705-4922

DATE & TIME OF ACCIDENT OR LOSS I don't know - it was during covid when I wasn't allowed in the building.

LOCATION OF ACCIDENT Brookside care center lost the hearing aid - Noone knows where or when.

DESCRIPTION OF ACCIDENT OR LOSS My mom had a hearing aid last year before covid. During covid, I wasn't allowed inside Brookside to see her for several months. When visitation started again I noticed she never had her hearing aid in, so I asked them to start putting it in. Found out a short time later that they couldn't find it. Talked + checked with several Brookside staff + They supposedly did an investigation but noone there had any answers where it is.

WITNESS: Name

Address N/A

Phone

AMOUNT OF CLAIM (damages) $ Cost of a new hearing aid (see attached) $2084.00

CLAIMANT'S SIGNATURE Laura J. Kriofsicy

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

RETURN THIS FORM TO: KENOSHA COUNTY CLERK
1010 – 56TH STREET
KENOSHA WI 53140

RECEIVED
DEC 22 2021
REGI BACHOCHIN
COUNTY CLERK

Please help! It's affecting her quality of life.

MRN # 110228

August 02, 2021

LAURA KRIOFSKY
Janice Kraemer
2808 16th St.
Kenosha, WI 53140-0000

HealthDrive
bringing integrated healthcare to you

THIS IS NOT A BILL

RECOMMENDED TREATMENT PLAN
PLEASE READ AND APPROVE

Re: Plan of Care Recommendation

Dear Laura Kriofsky,

On July 24, 2021 I had the pleasure of providing an audiological exam to Janice Kraemer at Brookside Care Center. As an audiologist, my examinations are meant to identify any medical problems that may affect the health of the ears. I also check for the presence of obstructing earwax. My exam may sometimes reveal hearing loss that can be corrected by an assisted hearing device. Hearing well is important, particularly in the nursing home environment, because it will let Janice participate freely in conversations, enjoy the radio or TV and stay socially connected. Based on the results of that examination, I am recommending the following plan of care:

Recommended Care:	Fee
Starkey Muse i1000 ITE Hearing Aid	$2,084.00
One post-insertion follow-up adjustment/fitting	No additional charges
Name Engraving and One Year Full Warranty	No additional charges

To move forward with this recommended plan of care, we need your written approval and payment.
To approve this plan of care please complete, detach and return the form (below), along with payment, in the enclosed business reply envelope. If you do not wish to proceed with this plan of care, kindly notify my office at (888)964-6681, **Option 3** so that we know you did receive this letter and have had a chance to review the recommendation. Our Documentation Specialists are available to assist you and to answer any questions you may have.

Respectfully,
Sheila Chamberlin, CCC-A (license #65-156)
HealthDrive Audiology Group

Dignity • Compassion • Concern

100 Crossing Blvd, Suite 300 Framingham, MA 01702 (888)964-6681, Option 3/FAX (888)662-0859

========Please complete the appropriate section below and return the form in the enclosed self-addressed envelope. ==========

PRIORITY CARE AUTHORIZATION FOR: Janice Kraemer at Brookside Care Center #043 7/24/21 MRN #110228 Dr. Chamberlin

☐ **I approve of this care plan.**

1. Starkey Muse i1000 ITE Hearing Aid

☐ **I do not approve of this care plan.**

Please explain: _____

_____

Check Payment Options

ÿ My check, in the amount of $2,084.00 and made payable to HealthDrive Audiology Group, is enclosed.

Credit Card Payment Option

1.ÿ Please charge $2,084.00 to my credit card

2.ÿ 3 monthly payments of $694.67 for a total of $2,084.00. Please make 3 monthly charges to my credit card

Cardholder Name: _____ Authorization code: ____

Card # : _____ Exp:__/__/__

ÿ Mastercard
ÿ Visa

For Medicaid Recipients Only: If Janice is covered by Medicaid, please write the 10-digit Medicaid Number in the space provided.

Signature: _____ Print Name: _____ Date:__/__/____

MRN WI 110228
Dr. Chamberlin

Fax **SIGNED** Clearance to:
(888)662-0859

HealthDrive
AUDIOLOGY GROUP

Audiogram Date
07/24/2021

HEARING INSTRUMENT MEDICAL CLEARANCE FORM

ATTENTION: MD/ DO
Medical Doctor Name

Patient Name: KRAEMER, JANICE		**Gender:** F	**DOB:** [redacted]
Facility #043	**Facility Name:** BROOKSIDE CARE CENTER		**DOS:** 07/24/2021
Account Number: [redacted]	**Insurance:** Medicaid		

To Be Completed by the Audiologist

Otoscopy Findings
Right Ear Non-Occluded.
Left Ear Non-Occluded.

Audiological Findings
Right Ear Moderate to Severe Sensorineural Hearing Loss
Left Ear Severe to Profound Sensorineural Hearing Loss

Hearing Aid Recommendations: Right Ear

Make/Model: Starkey Laboratories, Inc. / Starkey Muse i1000 Series ITE
or Comparable

Benefits of Amplification: Patient is eager for amplification to improve hearing in all situations.; Patient is requesting new hearing aid because his/hers is/are lost.

Audiologist's Signature: Chamberlin, Sheila MS
Date: 07/26/2021

To Be Completed by the Medical Doctor

REQUIRED

Please check one of the responses below. Then sign, print your name, and indicate the date you examined the patient. Thank you.

☐ **YES** I have examined the above named patient and found him/her to be medically cleared for hearing aid(s) use.

☐ **NO** I have examined the above named patient and found him/her not to be medically cleared for hearing aid(s) use

Date of Examination **by the MD/DO**: ____/____/____ **(must be within the last six months)**

MD/DO

Medical Doctor Signature Only **(Required)**

Date Signed **(Required)**

MD/DO

Medical Doctor Name **(Required)**

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