

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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 16th of June at 7:30PM.**, at the **Kenosha County Job Center, Use Entrance D.** 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. State Of The County Address By County Executive Jim Kreuser
- E. Introduction Of The 2020-2021 Youth In Governance Members
- F. Citizen Comments

In keeping with the CDC's recommendations on social distancing, members of the public are asked NOT to attend the meeting in person. The meeting will be accessible for public monitoring by calling **1-408-418-9388** and using **Access Code 965 784 058** or as a livestream at <https://www.kenoshacounty.org/1407/Live-Video-Stream>. Citizens wishing to make a public comment are strongly encouraged to submit such comments in writing to before 4:30 pm on **Tuesday, June 16, 2020.**

- G. Announcements Of The Chairman
- H. Supervisor Reports
- I. COUNTY EXECUTIVE APPOINTMENTS

- 3. David Celebre To Serve On The Brookside Board Of Trustees

Documents:

[COUNTY EXECUTIVE APPT DAVID CELEBRE.PDF](#)

4. Shawn Smith To Serve As The Kenosha County Chief Information Officer

Documents:

[SMITH APPOINTMENT AS CIO 6-12-20.PDF](#)

J. NEW BUSINESS

K. Ordinance - First Reading, Two Required

6. From The Finance & Administration Committee An Ordinance Amending The MCKC Chapter 3.631 Penalty On Delinquent Taxes And Special Assessments

Documents:

[ORD MCKC AMENDMENT.PDF](#)

L. Ordinance - One Reading

7. From The Planning, Development & Extension Education Committee An Ordinance Regarding Myron G. & Doreen A. Daniels Rev. Trust (Owner), Neil & Angela Daniels (Agent) Requesting A Comprehensive Plan Amendment From "Farmland Protection" & "Isolated Natural Resource Area" To "Farmland Protection", "Rural-Density Residential" & "Isolated Natural Resource Area" Xx Town Of Brighton

Documents:

[ORD DANIELS CPA.PDF](#)

8. From The Planning, Development & Extension Education Committee An Ordinance Regarding Myron G. & Doreen A. Daniels Rev. Trust (Owner), Neil & Angela Daniels (Agent), Requesting A Rezoning From A-1 Agricultural Preservation Dist. & C-2 Upland Resource Conservancy Dist. To A-1 Agricultural Preservation Dist., R-1 Rural Residential Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist., Town Of Brighton

Documents:

[ORD DANIELS REZONE.PDF](#)

M. Resolution - One Reading

5. From The Judiciary & Law Enforcement And Finance & Administration Committees A Resolution 2020 WI OJA Multi-Jurisdiction Drug Task Force Grant - South East Area Drug Operations Group (S.E.A.D.O.G.)

Documents:

[RES SEADOG GRANT.PDF](#)

6. From The Judiciary & Law Enforcement Committee A Resolution To Approve The Appointment Of Mark Modory To Serve On The Kenosha Joint Services Board

Documents:

[RESOLUTIONMARKMODORYTOKENOSHAJOINTSERVICESBOARD.PDF](#)

7. From The Planning, Development & Extension Education Committee A Resolution Regarding Myron G. & Doreen A. Daniels Rev. Trust (Owner), Neil & Angela Daniels (Agent) Requesting A Comprehensive Plan Amendment From "Farmland Protection" & "Isolated Natural Resource Area" To "Farmland Protection", "Rural-Density Residential" & "Isolated Natural Resource Area" - Town Of Brighton

Documents:

[RES DANIELS CPA .PDF](#)

8. From The Public Works & Facilities And Finance & Administration Committees A Resolution Approving An Agreement Between Kenosha County And Thelen Gravel For Gravel Mining On County Property

Documents:

[RES KC THELEN AGT.PDF](#)

9. Resolution Commending Kenosha County's 2020 Graduating High School Seniors And Declaring July 2020 'Kenosha County Graduating High School Seniors' Month.

Documents:

[RESOLUTION COMMENDING KENOSHA COUNTYS 2020 GRADUATING HIGH SCHOOL SENIORS.PDF](#)

N. COMMUNICATIONS

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

Documents:

[07-08-2020 COMMUNICATION SIGNED.PDF](#)

O. CLAIMS

4. Michelle Skinner - Vehicle Damage

Documents:

[MICHELLE SKINNER.PDF](#)

5. Arthur Niles - Vehicle Damage

Documents:

[ARTHUR NILES.PDF](#)

P. Approval Of The May 19, 2020 Minutes By Chairman Belsky

Q. 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 2020/21-03

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

Supervisor David Celebre
2222 24th Street
Kenosha, WI 53140

to serve on the Brookside Board of Trustees beginning immediately upon confirmation of the County Board and continuing until the 2nd day of January, 2023 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Supervisor Celebre will serve without pay.

Supervisor Celebre will be succeeding Supervisor Gabe Nudo.

Respectfully submitted this 28th day of May, 2020.

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
JIM KREUSER

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: DAVID E. CELEBRE
First Middle Last

Residence Address: 2222 24TH STREET KENOSHA WI 53140

Previous Address if above less than 5 years: N/A

Occupation: Self-employed: Attorney
Company Title

Business Address: 5511 11TH AVENUE KENOSHA WI 53140

Telephone Number: Residence (262) 537-8190 Business (262) 652-2150

Daytime Telephone Number: (262) 652-2150

Mailing Address Preference: Business () Residence (☒)

Email Address: _____

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

If yes, please attach a detailed document. Court-appointed attorney.

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.

American Bar Association, State Bar of Wisconsin, Kenosha County Bar Association. All in membership capacity only. Consult attached CV.

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

Consult attached CV.

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

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

Nominee's Supervisory District 5

Governmental Services: List services with any governmental unit.

Kenosha County Board: 2010-12, 2018-Present.

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

Consult attached CV.

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

May 22, 2010
Date

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

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____ Reappointment _____

Previous Terms: _____



COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

1010 – 56th Street, Third Floor

Kenosha, Wisconsin 53140

(262) 653-2600

Fax: (262) 653-2817

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2020/21-4

APPOINTMENT OF THE KENOSHA COUNTY CHIEF INFORMATION OFFICER

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 confirmation the name of:

Mr. Shawn E. Smith
1000 55th Street
Kenosha, Wisconsin 53140

to serve as the Kenosha County Chief Information Officer.

Mr. Smith possesses over 28 years of experience in the field of Information Technology. He has been an employee of the Kenosha County Division of Information Technology for the last 11 years and has served as Assistant Director since January 1, 2014.

Mr. Smith will be replacing Martin Lacock, who is retiring July 3, 2020. Mr. Smith's appointment as Chief Information Officer will become effective upon confirmation of the Kenosha County Board of Supervisors but not earlier than July 3, 2020. He will earn \$124,112 annually.

Respectfully submitted this 11th day of June, 2020.

Jim Kreuser

Kenosha County Executive

Shawn E. Smith

Strategic and Leadership Effectiveness:

- Customer-focused technology leader with proven record of creating a customer-centric environment
- Builds a culture of high-performance and accountability through data-driven metrics based on mutually agreed upon Service Level Agreements (SLA) Key Performance Indicators (PKI)
- Enterprise-wide agent of change through innovation, combined with industry standards driving effective policy (ITIL, PMI) with an eye to organizational fit
- Strategic leader dedicated to customer service; leadership and attitude of "how can it be done" instead of "why it can't be done"
- Creative organizational leader capable of translating business requirements to technology solutions

Kenosha County, Kenosha, WI, Assistant Director

April 2009 - Present

Provide strategy and direction for service delivery throughout IT with a focus on customer satisfaction.

- Developed five-year infrastructure and operations plan implementing hyperconverged server infrastructure to deliver internally hosted solutions with cloud-based solutions driving efficiency and cost efficiency; utilizing key technologies such as Azure Active Directory for Single Sign-on, Office 365, and Ceridian Dayforce
- Built customer driven service organization focused on delivering customer solutions through an understanding of customer needs, departmental requirements, and structured project implementations
- Built new avenues of collaboration and support by incorporating IT support services for local municipalities and multi-organizational services
- Developed and nurtured confidence at all levels of the organization through participation in IT Governance
- Fiscal responsibility; maintain operational management and strategic planning of IT budget meeting 100% of budgetary goals through effective short and long-term planning
- Vendor Management including managing staff augmentation contracts, enterprise software license management, hardware contracts, and negotiations
- Wide-ranging experience in technologies and solutions including support of building internal virtual environment, cloud-based solutions, and integrations
- Leader and Project Manager spanning multiple IT disciplines including server virtualization, back office service transformation including cloud-based solutions such as Office 365, Kronos Time & Attendance, Internal and Public WiFi, and ECM

North American Corp, Glenview, IL, Manager Technical Services

2001 – 2009

- Managed IT service delivery for all facets of corporate infrastructure and support organization including back office, ERP and WMS systems
- Built IT service organization in-line with organizational growth; grew Technical Services from 2-person team supporting 150 users with 5 servers to a diverse team responsible for supporting AS/400 operations, e-commerce site, SQL Servers, Business Intelligence, and more than 350 users
- Drove technology solutions for high-availability (HA) e-commerce site at offsite facility combining HA solutions with rapid Disaster Recovery solution

- Facilitated new business by creating business workflow solutions using SharePoint, custom database applications, and third-party applications driving 4x revenue increase year over year

Covad Integrated Services, Media, PA, Support Services Manager 1998-2001

- Managed Channel Support Center that processed second level support calls for over 750,000 users and monitor network status for hundreds of servers
- Developed SLAs to structure multi-tier support for 24x7x365 support environment; developed escalation procedures, policies, and service monitoring for improve issue isolation
- Led integration of original company, LaserLink Inc, to Covad Integrated Services when Covad purchased all services, staff, and assets

U.S. Air Force, Communications-Computer Operations Supervisor 1992-1998

- Highly valued member of team in every duty location, earning multiple commendations and awards

Education / Commendations

- B.S. in Computer Information Systems, DeVry University, Gurnee, IL, June 2009
- Project Management Professional (PMP), March 2009 – Active, PMI# 1245545
- ITIL v3 Certified, Foundations (2018)

KENOSHA COUNTY

BOARD OF SUPERVISORS

ORDINANCE NO.

Subject: Amendment of MCKC Chapter 3.631 – Penalty on Delinquent Taxes and Special Assessments	
Original <input type="checkbox"/> Corrected <input checked="" type="checkbox"/> 2nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:	Date Resubmitted:
Submitted By: Supervisor Jeffrey Gentz	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared By: Joseph M. Cardamone III, Corp. Counsel	Signature:

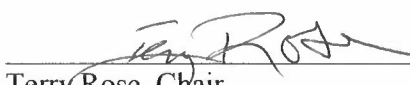
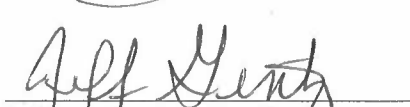
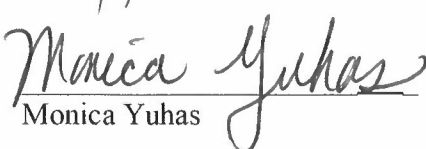
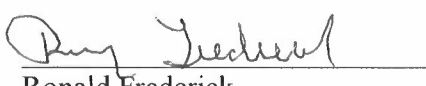
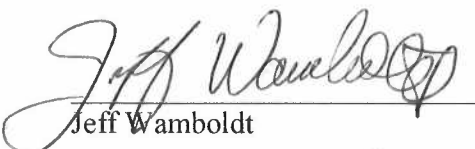
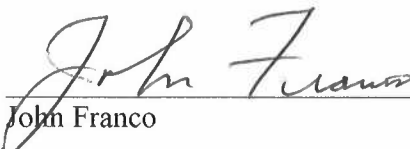
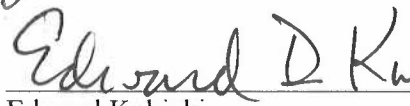
THE KENOSHA COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN that the Municipal Code of Kenosha County Chapter 3.631, PENALTY ON DELINQUENT TAXES AND SPECIAL ASSESSMENTS, is hereby amended as follows:

3.631 PENALTY ON DELINQUENT TAXES AND SPECIAL ASSESSMENTS (6/1/93)

- (1) AUTHORITY: This ordinance is enacted pursuant to section 74.47 of the Wisconsin Statutes, as amended.
- (2) PENALTY: A penalty is hereby imposed in the amount of 0.5% per month or fraction of a month, in addition to the interest provided for in section 74.47(1) of the Wisconsin Statutes, on any delinquent general property taxes, special assessments, special charges and special taxes.
- (3) RETENTION OF PENALTY: Pursuant to Wisconsin law, the penalty imposed by this ordinance shall be retained by the County Treasurer for Kenosha County.
- (4) SEVERANCE: If any part of this ordinance is deemed void or illegal by a court of law, but the balance may be upheld as a valid enactment, then the court shall sever and void only the illegal portion of this law and separate it from the valid law.
- (5) EFFECTIVE DATE: This ordinance shall take effect on August 1, 1993.
- (6) ONE TIME WAIVER: The penalty of 0.5% per month described in section (2) above is waived on a one time non precedential basis from the period of February 1, 2020 to October 1, 2020 for the 2019 property tax bill installment due July 31, 2020.

Approved by:

Finance/Administration Committee

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
 Terry Rose, Chair	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jeffrey Gentz, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Monica Yuhas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Ronald Frederick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jeff Wamboldt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Franco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Edward Kubicki	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Kenosha



County

BOARD OF SUPERVISORS

ORDINANCE NO. _____

Subject: Myron G. & Doreen A. Daniels Rev. Trust, 24755 31st St, Salem, WI 53168 (Owner), Neil & Angela Daniels, 24755 31st St, Salem, WI 53168 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Farmland Protection” & “Isolated Natural Resource Area” to “Farmland Protection”, “Rural-Density Residential” & “Isolated Natural Resource Area” on Tax Parcel # 30-4-220-262-0103, located in the NW ¼ of Section 26, T2N, R20E, Town of Brighton.

Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: June 16, 2020		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature:	

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

That Tax Parcel # 30-4-220-262-0103 located in the NW ¼ of Section 26, T2N, R20E, Town of Brighton, be changed from “Farmland Protection” & “Isolated Natural Resource Area” to “Farmland Protection”, “Rural-Density Residential” & “Isolated Natural Resource Area” as presented in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035.

For informational purposes only, this property is on the South East corner of the intersection between 31st Street and 247th Avenue, Town of Brighton.

Myron G. & Doreen A. Daniels Rev. Trust (Owner)
Neil & Angela Daniels (Agent)

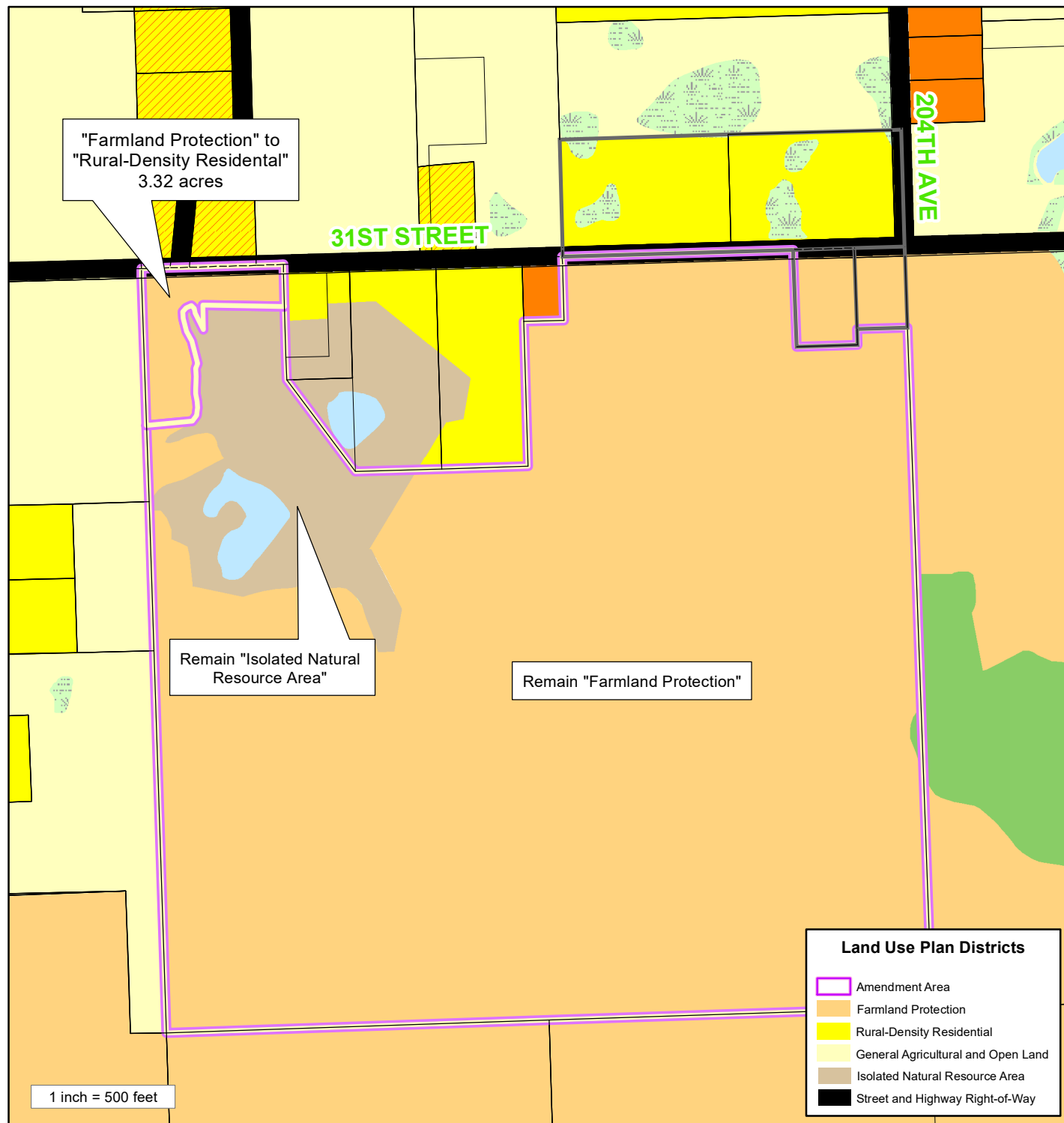
Description: See Exhibit #1 (attached).

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

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE

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



COMPREHENSIVE PLAN AMENDMENT SITE MAP

PETITIONER(S):

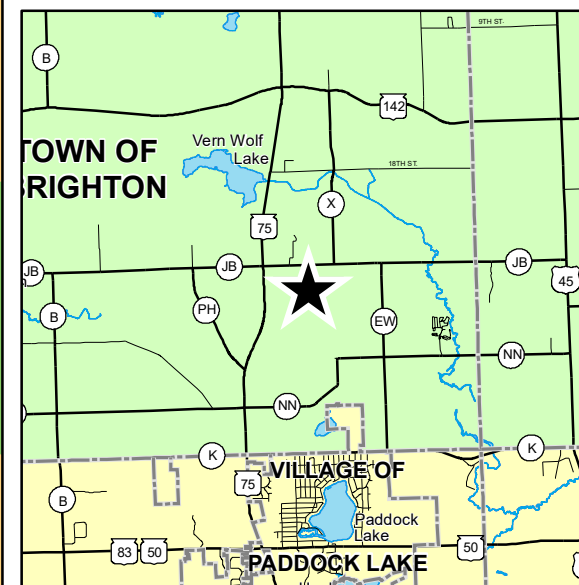
Myron G. & Doreen A. Daniel Rev. Trust (Owner)
Angela Daniels (Agent)

LOCATION: SE 1/4 of Section 26
Town of Brighton

TAX PARCEL(S): #30-4-220-262-0103

REQUEST:

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



Kenosha



County

BOARD OF SUPERVISORS

ORDINANCE NO. _____

Subject: Myron G. & Doreen A. Daniels Rev. Trust, 24755 31st St, Salem, WI 53168 (Owner), Neil & Angela Daniels, 24755 31st St, Salem, WI 53168 (Agent), requesting a rezoning from A-1 Agricultural Preservation Dist. & C-2 Upland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., R-1 Rural Residential Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel # 30-4-220-262-0103, located in the NW ¼ of Section 26, T2N, R20E, Town of Brighton

Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: June 16, 2020		Date Resubmitted:	
Submitted By: Planning Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature:	

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

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

That the zoning of Tax Parcel #30-4-220-262-0103, located in the NW ¼ of Section 26, T2N, R20E, Town of Brighton, be changed as follows:

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

Myron G. & Doreen A. Daniels Rev. Trust (Owner)
Neil & Angela Daniels (Agent)

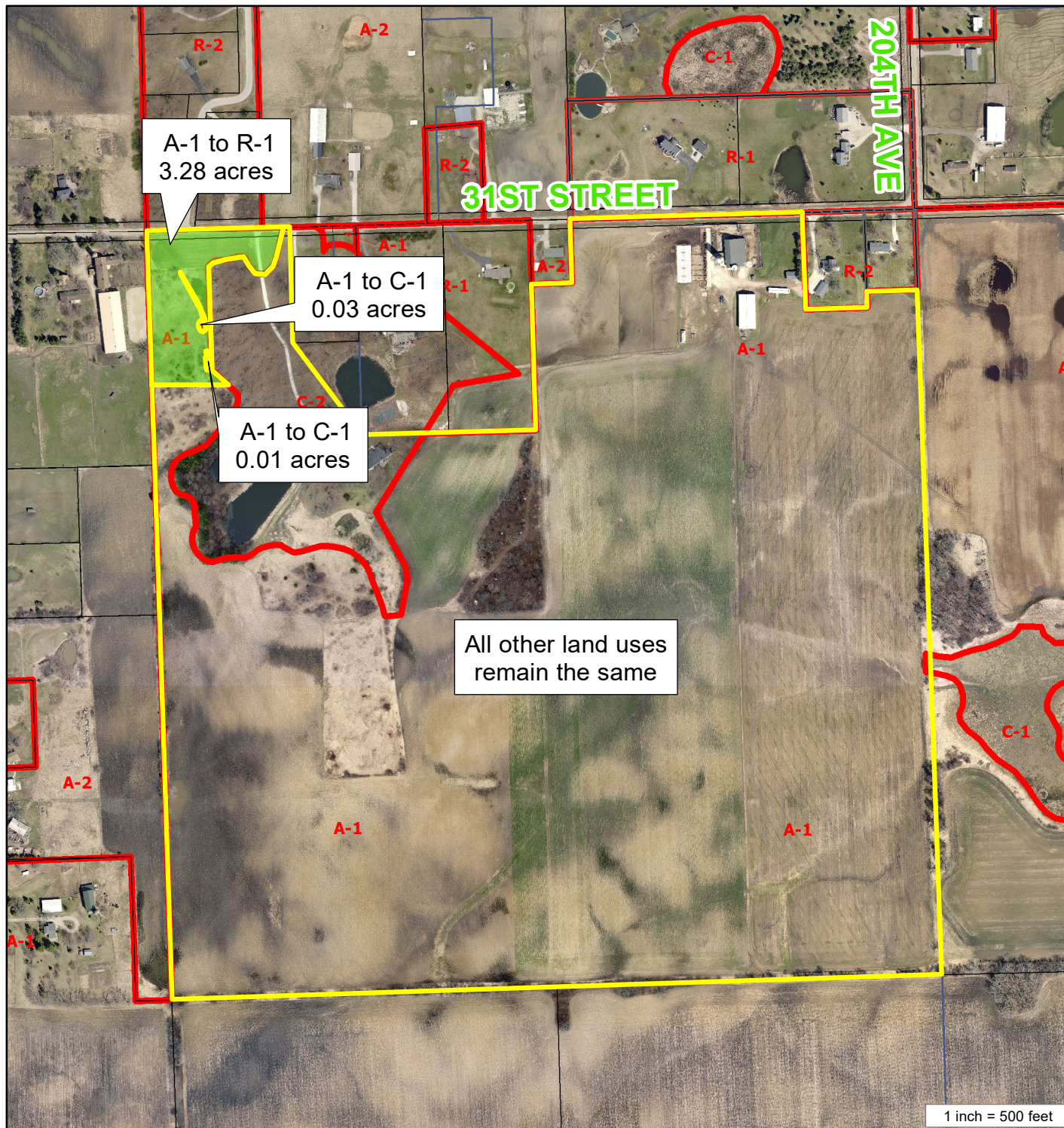
Description: See Exhibit #1 (attached).

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

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE

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



REZONING SITE MAP

PETITIONER(S):

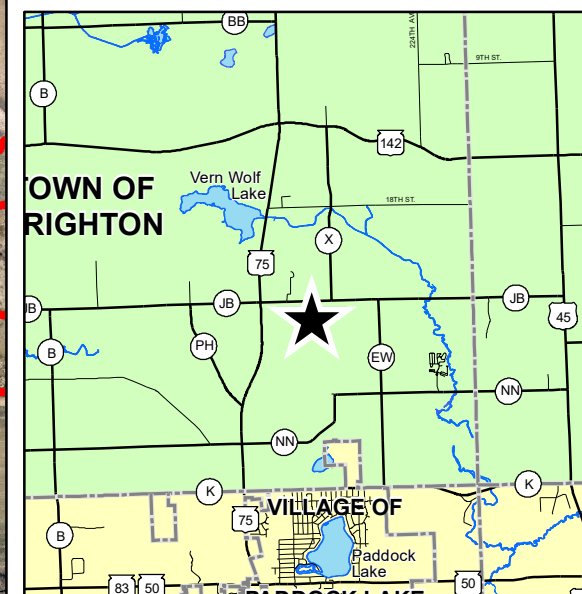
Myron G. & Doreen A. Daniel Rev. Trust (Owner)
Neil & Angela Daniels (Agent)

LOCATION: NW 1/4 of Section 26
Town of Brighton

TAX PARCEL(S): #30-4-220-262-0103

REQUEST:

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



**KENOSHA COUNTY
BOARD OF SUPERVISORS**

RESOLUTION NO. _____

Subject: 2020 WI OJA Multi-Jurisdiction Drug Task Force Grant – South East Area Drug Operations Group (S.E.A.D.O.G.)			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: <i>06-16-2020</i>		Date Resubmitted	
Submitted By: Judiciary & Law Enf. Committee & Finance/ Admin Committee			
Fiscal Note Attached: X		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert E. Hallisy, Captain of Operations		Signature <i>Capt. R. E. Hallisy</i>	

WHEREAS, Racine County, acting as the lead agency for the South East Wisconsin Drug Operations consortium (S.E.A.D.O.G.), had been awarded a continuation grant totaling \$211,792 comprised of \$125,176 of funding through the WI Office of Justice Assistance via the federal Byrne Memorial Justice Assistance Grant program and \$86,616 from the WI Penalty Assessment fund (i.e. state local match funds), to support the multi-jurisdictional drug task force that includes Kenosha, Racine, Dodge, Jefferson and Walworth counties, aka, Southeast Area Drug Operations Group, S.E.A.D.O.G., and

WHEREAS, the grant attributes \$53,140 to the Kenosha County's Drug Task Force for 2020 to support investigation costs, such as, informant information, drug buys, purchase of equipment, telecommunications expenditures and overtime expense, and

WHEREAS, the grant spending period is January – December, 2020 and will not require any additional tax levy dollars.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the 2020 Drug Task Force grant of \$53,140 for the Sheriff's Department and approve budget modifications as detailed in the attached budget modification form, which is incorporated herein by reference.

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

Note: This resolution requires NO additional funds from the general fund. It increases revenues by \$53,140 and increases expenditures by \$53,140.

Subject: 2020 WI OJA Multi-Jurisdiction Drug Task Force Grant – South East Area Drug Operations Group (S.E.A.D.O.G.)

Original ☒

Corrected ☐

2nd Correction ☐


Resubmitted ☐

Date Submitted: 6-16-2020

Date Resubmitted


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

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE


Supervisor Boyd Frederick, Chair

Aye No Abstain Excused

☒ ☐ ☐ ☐


Supervisor David Celebre, Vice Chair

☒ ☐ ☐ ☐


Supervisor Jeff Wamboldt

☒ ☐ ☐ ☐


Supervisor Laura Belsky

☒ ☐ ☐ ☐


Supervisor Mark Nordigan

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Supervisor Sharon Pomaville

☒ ☐ ☐ ☐


Supervisor Jerry Gulley

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FINANCE/ADMINISTRATION COMMITTEE


Supervisor Terry Rose, Chair

Aye No Abstain Excused

☒ ☐ ☐ ☐


Supervisor Jeffrey Gentz, Vice Chair

☒ ☐ ☐ ☐


Supervisor Ron Frederick

☒ ☐ ☐ ☐


Supervisor Jeff Wamboldt

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Supervisor Ed Kubicki

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Supervisor Monica Yuhas

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Supervisor John Franco

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**Kenosha County
Administrative Proposal Form**

1. Proposal Overview

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

RESOLUTION: 2020 WI OJA Multi-Jurisdiction Drug Task Force Grant for S.E.A.D.O.G. consortium.

The State of WI Office of Justice Assistance has awarded \$211,792 to the multi-county consortium drug task force known as SouthEast Area Drug Operations Group.

The consortium includes the following counties: Kenosha, Racine, Walworth, Dodge and Jefferson.

Kenosha County's share of this funding for the Sheriff's Drug Unit is \$53,140.

The Resolution requests modification to the 2020 revenue and expense budgets, in the Sheriff's Department Drug Unit sub-division, 2170, to account for the \$53,140 grant.

Kenosha County works with Racine County, the lead agency for the state grant, and reports quarterly to Racine County for reimbursement.

Dept./Division Head Signature: _____

Date: 4-11-2020

2. Department Head Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: _____

Date: 4-13-2020

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: _____

Date: 4/20/20

4. County Executive Review

Comments:

Action: Approval ☐ Non-Approval ☐

Executive Signature:



Date:

4/22/2020

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

DISTRIBUTION

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

KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

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

BRE # _____	G/L DATE _____
ENTRY DATE _____	

PURPOSE OF BUDGET MODIFICATION (REQUIRED): **Modify 2020 budgets for Revenue and Expenditures to acknowledge the 2020 SEADOG grant award from the State of WI OJA office.**
in the amount of \$53,140. Project Number: 003543

(1) MAIN ACCOUNT DESCRIPTION						BUDGET CHANGE REQUESTED			(5) ADOPTED BUDGET	(6) CURRENT BUDGET	(7) ACTUAL EXPENSES	AFTER TRANSFER	
(2)						(3)		(4)				(8)	
EXPENSES	FUND	DIVISION	SUB-DIVISION	MAIN ACCT	PROJECT	SUB- PROJECT	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)				REVISED BUDGET	EXPENSE BAL AVAIL
Overtime	100	210	2170	511200	003543		7,050		49,600	57,146	8,776	64,196	55,420
Other Professional Services	100	210	2170	521900	003543		16,190		19,889	36,604	2,356	52,794	50,438
Telecommunications	100	210	2170	522500	003543		4,540		3,200	3,200	4,225	7,740	3,515
Investigations	100	210	2170	525400	003543		21,345		10,000	10,000	25,000	31,345	6,345
Machinery/Equip >\$100<\$5000	100	210	2170	530050	003543		4,015		0	0	0	4,015	4,015
EXPENSE TOTALS							53,140	0	82,689	106,950	40,357	160,090	119,733

REVENUES	FUND	DIVISION	SUB-DIVISION	MAIN ACCT		REVENUE DECREASE (+)	REVENUE INCREASE (-)	ADOPTED BUDGET	CURRENT BUDGET		REVISED BUDGET
Drug Unit Grant	100	210	2170	445820			(53,140)	0	0		(53,140)
REVENUE TOTALS						0	(53,140)	0	0		0

COLUMN TOTALS (EXP TOTAL + REV TOTAL)

53,140 (53,140)

PREPARED BY: Jason Kane

DIVISION HEAD: Capt. [Signature]

DATE: 4-11-2020

DEPARTMENT HEAD: [Signature] DATE: 4-13-2020

FINANCE DIRECTOR: [Signature] 4/20/20
 (required)

DATE: _____

COUNTY EXECUTIVE: [Signature] DATE: 4/22/2020

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).

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



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
P.O. Box 7867
Madison, WI 53707-7867
608/266-1221
TTY 1-800-847-8539

BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
South East Area Drug Operations Group
2018-DJ-01-15706

The Wisconsin Department of Justice (DOJ), hereby awards to Racine County, (hereinafter referred to as the Grantee), the amount of \$211,792 for programs or projects pursuant to the federal Omnibus Safe Streets and Crime Control Act of 1968, as amended.

This grant may be used until 12/31/2020 for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns one copy of this grant award to the Wisconsin Department of Justice.

BY:

Joshua L. Kaul

JOSHUA L. KAUL

Attorney General

Wisconsin Department of Justice

01/07/20

Date

The (Grantee), Racine County, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE:

Racine County

BY:

Jonathan Delagrave

NAME:

TITLE:

County Executive

Wendy M. Christensen
Wendy M. Christensen
Racine County Clerk

01-22-2020

Date

REVIEWED BY FINANCE DIRECTOR

Sign

Date

Date

01-20-2020
Certified to be correct as to form

By

[Signature]
Racine County Corporation Counsel

Completion of this signed grant award within 30 days of the date of the award is required to release federal funds.

**WISCONSIN DEPARTMENT OF JUSTICE
ATTACHMENT A**

Grantee: Racine County

Project Title: South East Area Drug Operations Group

CFDA #16.738

Grant Period: From 1/1/2020

To 12/31/2020

Grant Number: 2018-DJ-01-15706

Program Area: 1


APPROVED BUDGET

See your Egrants Application for details

	Federal & Match
Personnel	\$28,180
Employee Benefits	
Travel (Including Training)	\$2,500
Equipment	
Supplies & Operating Expenses	\$18,253
Consultants	\$146,859
Other	\$16,000
TOTAL APPROVED BUDGET	\$211,792

Award General Conditions:

1. Award funds will be used to supplement, not supplant, planned or allocated funds.
2. To be allowable under a grant program, all funds (federal and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 60 days of the grant period ending date.
3. Budget changes in excess of 10% of the approved line item amount and any increases for personnel compensation not included in the approved budget require approval from DOJ. All changes to the contractual category require prior DOJ approval.
4. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
5. Grant funds will be paid to the grantee on a reimbursement basis.
6. Any changes in personnel involved with the grant including the project director, financial officer and/or signatory needs to be reported in a modification to DOJ via Egrants.
7. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day, unless prior approval is received from DOJ.
8. All income generated as a direct result of an agency funded project shall be deemed program income. Program income must be used for the purpose and under the conditions applicable to the award. Program income should be used as earned and expended as soon as possible. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. All program income must be reported to DOJ.
9. Reimbursement for travel (i.e. mileage, meals, and lodging) is limited to state rates.
10. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
11. The Wisconsin Department of Justice reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to the Department of Justice such as background check fees, etc.
12. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

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**BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
ACKNOWLEDGEMENT NOTICE**

Date January 2020

Grantee: Racine County Grant No. 2018-DJ-01-15706

Project Title: South East Area Drug Operations Group

The following reporting requirements apply to your grant award



QUARTERLY PERFORMANCE MEASURE REPORTS must be submitted on a scheduled basis and must be completed in the federal web-based Performance Measurement Tool (PMT). Additional information on this system and instructions will be provided by DOJ. Performance Measure reports on the status of your project are due in the PMT on:

04/30/20

07/30/20

10/30/20

01/30/21 FINAL



PROGRESS REPORTS must be submitted on a scheduled basis and should be completed in Egrants. Narrative reports on the status of your project are due to DOJ on:

04/12/20

07/12/20

10/12/20

01/30/21 FINAL



FINANCIAL REPORTS must be submitted on a scheduled basis and should be completed and certified in Egrants. Supporting documentation should be attached to the Fiscal Report in Egrants and are due to DOJ on:

04/12/20

07/12/20

10/12/20

01/30/21 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.
Reports due 07/12 includes April, May and June program activity.
Reports due 10/12 includes July, August and September program activity.
Reports due 01/12 includes October, November and December program activity.



EEOP CERTIFICATION FORM The Office of Justice Programs requires that all subgrantees complete the online Equal Employment Opportunity (EEO) Program Reporting Tool to meet the related civil rights reporting requirements. The EEO Program Reporting Tool can be accessed at https://ocr-ceop.ncjrs.gov/layouts/15/eeopLogin2/customLogin.aspx?ReturnUrl=%2f_layouts%2f15%2fAuthenticate.aspx%3fSource%3d%252F&Source=%2F

A copy of the completed Certification Form must be returned with this signed grant award.



OTHER: Complete and return Certified Assurances and Lobbying/Debarment Forms, enclosed

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the grant award and any attached special conditions, as well as receipt of the general conditions which were previously provided in the instructions for filing and application. I understand that this grant is awarded subject to our compliance with all conditions, regulations, and obligations described in the above materials.

01/17/20
Date

James Weidner
James Weidner

, Project Director

REVIEWED BY FINANCE DIRECTOR

Wendy M. Christensen
Date 01/21/2020
Sign Wendy M. Christensen
Wendy M. Christensen
Racine County Clerk

Date 01-20-2020
Certified to be correct as to form

By Jonathan Delagrave
Racine County Corporation Counsel

Jonathan Delagrave
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE
WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;

- (ii) The grantee's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph(a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Racine County Sheriff's Department, 717 Wisconsin Avenue, Racine, Wisconsin, 53403-1237

Grantee Name and Address

South East Area Drug Operations Group

Project Name

Jonathan Delagrave, County Executive
Signature of Chief Executive (or Board Chair, Co. Executive, Mayor)

Date


REVIEWED BY FINANCE DIRECTOR

 01/21/2020
Sign Date

Date 01-20-2020
Certified to be correct as to form

By 
Racine County Corporation Counsel


Wendy M. Christensen
Racine County Clerk 01/23/2020


JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

01-22-2020

**CERTIFIED ASSURANCES
JUSTICE ASSISTANCE GRANT**

FEDERAL CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

FEDERAL AWARD CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline; (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

29. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

30. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

31. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

34. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

35. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

36. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

37. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

38. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

39. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

40. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a "State"

In order validly to accept this award, the prospective recipient must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the State). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a State that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the State does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, the State may submit a fully-executed award document executed by the State on or after the date of that certification.

41. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

- (1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
- (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

42. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

43. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 --without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition—

- (1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
- (2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
- (3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and
- (4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

44. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

45. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

- (1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).
- (2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

- (1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.
- (2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

46. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these

questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

47. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

48. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

49. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

50. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

51. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

52. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

53. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI has certified that the recipient state is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless the evidence of NIBRS compliance has been submitted to and approved by BJA. (This condition does not apply to awards to the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, or American Samoa).

60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

63. SORNA final agency decision – Appeals

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

64. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

CERTIFICATION

Lead Agency's Chief Executive: I certify that applicant will comply with the above-certified assurances and federal award conditions.

Jonathan Delagrave, County Executive
Signature of Chief Executive (City/Board Chair, Co. Executive, Mayor)

Date

Telephone Number

REVIEWED BY FINANCE DIRECTOR

Sign

Date

Date

Certified to be correct as to form

By

Racine County Corporation Counsel

Wendy M. Christensen
Racine County Clerk

JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

01-22-2020

Grant Adjustment Notice (GAN)

Submitted: 01/21/2020

WI Department of Justice

17 W. Main Street
Madison WI 53707-7857

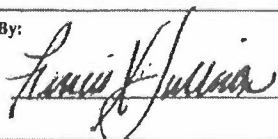
Project Director: Mr James P Weidner		Subgrant #: 2018-DJ-01-15706	Amendment Number: 1
Applicant Agency: Racine County Sheriff's Department 717 Wisconsin Avenue Racine, WI 53403-1237		Applicant Agency Envelope/Label Address: 717 WISCONSIN AVE RACINE, WI 53403-1237	
Signatory: Racine County		Modification Submit Date: 01/21/2020	
Project Title: SEADOG		Program Manager: Dennis Powers	
Approved Project Period:	From: 01/01/2020 12/31/2020	Modified Project Period:	From: 01/01/2020 To: 12/31/2020

Total Approved Budget by Source	Current Subgrant Budget	Net Change	New Budget
Federal	\$125,176.00	\$0.00	\$125,176.00
Local Match	\$86,616.00	\$0.00	\$86,616.00
Total	\$211,792.00	\$0.00	\$211,792.00

Total Approved Budget by Category	Current Subgrant Budget	Net Change	New Budget
Personnel	\$28,180.00	\$0.00	\$28,180.00
Travel (Including Training)	\$2,500.00	\$0.00	\$2,500.00
Supplies & Operating Expenses	\$18,253.00	\$0.00	\$18,253.00
Consultants/Contractual - Consultant	\$146,859.00	\$0.00	\$146,859.00
Other	\$16,000.00	\$0.00	\$16,000.00
Total	\$211,792.00	\$0.00	\$211,792.00

Explanation or Justification of Requested Modification:

Change Financial Officer from Spencer Robertson to Rebekah Spain.

Approved By:  **Signature:** Dennis Powers **Date:** Jan 21, 2020

THIS ADJUSTMENT IS NOT APPROVED UNTIL YOU RECEIVE A SIGNED COPY

Grant Adjustment Notice (GAN)					Submitted: 01/21/2020	
WI Department of Justice 17 W. Main Street Madison WI 53707-7857						
Project Director: Capt. James P Weidner			Subgrant #: 2020/2019-DT-01-14940	Amendment Number: 1		
Applicant Agency: Racine County Sheriff's Department 717 Wisconsin Avenue Racine, WI 53403-1237			Applicant Agency Envelope/Label Address: 717 WISCONSIN AVE RACINE, WI 53403-1237			
Signatory: Racine County			Modification Submit Date: 01/21/2020			
Project Title: SEADOG			Program Manager: Dennis Powers			
Approved Project Period:		From: 01/01/2019 12/31/2019		Modified Project Period:		From: 01/01/2019 To: 12/31/2019
Total Approved Budget by Source		Current Subgrant Budget		Net Change		New Budget
State		\$50,000.00		\$0.00		\$50,000.00
Total		\$50,000.00		\$0.00		\$50,000.00
Total Approved Budget by Category		Current Subgrant Budget		Net Change		New Budget
Consultants/Contractual - Consultant		\$50,000.00		\$0.00		\$50,000.00
Total		\$50,000.00		\$0.00		\$50,000.00
Explanation or Justification of Requested Modification:						
Change Financial Officer from Spencer Robertson to Rebekah Spain.						
Approved By:						
Signature: <u><i>Louis Sullivan</i></u> <u><i>Jan 4, 2020</i></u> <div style="text-align: right;">Date</div>						

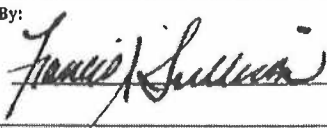
THIS ADJUSTMENT IS NOT APPROVED UNTIL YOU RECEIVE A SIGNED COPY

Grant Adjustment Notice (GAN)

Submitted: 01/21/2020

WI Department of Justice

17 W. Main Street
Madison WI 53707-7857

Project Director:	Capt. James P Weidner	Subgrant #:	2017-DJ-01-14929	Amendment Number:	2																												
Applicant Agency:	Racine County Sheriff - Drug Unit 717 Wisconsin Avenue Racine, WI 53403-1237	Applicant Agency Envelope/Label Address:	717 WISCONSIN AVE RACINE, WI 53403-1237																														
Signatory:	Racine County Sheriff - Drug Unit	Modification Submit Date:	01/21/2020																														
Project Title:	SEADOG	Program Manager:	Dennis Powers																														
Approved Project Period:	From: 01/01/2019	12/31/2019	Modified Project Period:	From: 01/01/2019	To: 12/31/2019																												
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Total	\$211,792.00	\$0.00	\$211,792.00																														
<table border="1"> <thead> <tr> <th>Total Approved Budget by Category</th> <th>Current Subgrant Budget</th> <th>Net Change</th> <th>New Budget</th> </tr> </thead> <tbody> <tr> <td>Personnel</td> <td>\$28,180.00</td> <td>\$0.00</td> <td>\$28,180.00</td> </tr> <tr> <td>Travel (Including Training)</td> <td>\$2,500.00</td> <td>\$0.00</td> <td>\$2,500.00</td> </tr> <tr> <td>Supplies & Operating Expenses</td> <td>\$18,253.00</td> <td>\$0.00</td> <td>\$18,253.00</td> </tr> <tr> <td>Consultants/Contractual - Consultant</td> <td>\$146,859.00</td> <td>\$0.00</td> <td>\$146,859.00</td> </tr> <tr> <td>Other</td> <td>\$16,000.00</td> <td>\$0.00</td> <td>\$16,000.00</td> </tr> <tr> <td>Total</td> <td>\$211,792.00</td> <td>\$0.00</td> <td>\$211,792.00</td> </tr> </tbody> </table>						Total Approved Budget by Category	Current Subgrant Budget	Net Change	New Budget	Personnel	\$28,180.00	\$0.00	\$28,180.00	Travel (Including Training)	\$2,500.00	\$0.00	\$2,500.00	Supplies & Operating Expenses	\$18,253.00	\$0.00	\$18,253.00	Consultants/Contractual - Consultant	\$146,859.00	\$0.00	\$146,859.00	Other	\$16,000.00	\$0.00	\$16,000.00	Total	\$211,792.00	\$0.00	\$211,792.00
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Other	\$16,000.00	\$0.00	\$16,000.00																														
Total	\$211,792.00	\$0.00	\$211,792.00																														
Explanation or Justification of Requested Modification:																																	
Change Financial Officer from Spencer Robertson to Rebekah Spain.																																	
Approved By:																																	
Signature:  Date: 1/24/2020																																	

THIS ADJUSTMENT IS NOT APPROVED UNTIL YOU RECEIVE A SIGNED COPY

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: **RESOLUTION TO APPROVE THE APPOINTMENT OF MARK MODORY TO SERVE ON THE KENOSHA JOINT SERVICES BOARD**

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: June 16, 2020		Date Resubmitted	
Submitted By: Judiciary & Law Enforcement Committee			
Fiscal Note Attached:		Legal Note Attached <input type="checkbox"/>	
Prepared By: Michelle Hicks		Signature: <i>Michelle Hicks</i>	

WHEREAS, pursuant to County Executive Appointment 2020/21-1, the County Executive has appointed Mark Modory to serve on the Kenosha Joint Services Board; and

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

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

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

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



COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

1010 – 56th Street, Third Floor

Kenosha, Wisconsin 53140

(262) 653-2600

Fax: (262) 653-2817

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2020/21-1

RE: KENOSHA JOINT SERVICES BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Mr. Mark Modory
5238 38th Avenue
Kenosha, WI 53144

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

Since his last appointment in 2017, Mr. Modory has attended 29 of the 32 meetings held. His three absences were excused.

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

Respectfully submitted this 16th day of April, 2020.

Jim Kreuser

Kenosha County Executive



JOHN M. ANTARAMIAN
Mayor

February 6, 2020

Jim Kreuser
Office of the County Executive
1010-56th Street
Kenosha WI 53140

Dear Mr. Kreuser;

This note serves as confirmation of the decision to nominate Mark Modory for reappointment to the Kenosha Joint Services Board of Directors, to continue serving as the joint City/County appointee.

If approved by both the City of Kenosha Common Council and the Kenosha County Board of Supervisors, Mr. Modory's term will expire on May 1, 2023. The appointment should be on the Common Council agenda for consideration at the meeting of March 2nd.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:pml

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
JIM KREUSER

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: MARK STEVEN MODORY
First Middle Last

Residence Address: 5238 - 38TH AVE KENOSHA

Previous Address if above less than 5 years: N.A.

Occupation: RETIRED K-MART CORP. 2004 LOSS CONTROL INVESTIGATOR
Company Title

Business Address: N.A.

Telephone Number: Residence 262-654-6752 Business N.A.

Daytime Telephone Number: 262-496-9964

Mailing Address Preference: Business () Residence (☒)

Email Address: MMODORY@ATT.NET

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

If yes, please attach a detailed document.

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

KENOSHA CO. BOARD OF HEALTH, KENOSHA CO. MENTAL HEALTH / ROQA COMMITTEE, KENOSHA JOINT SERVICES BOARD, CO-CHAIR FRIENDS OF KENOSHA CO. DOG PARKS, FORMER SHALOM CENTER B.O.D.

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

N.A.

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

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

Nominee's Supervisory District 10TH

Governmental Services: List services with any governmental unit.

FORMER KENOSHA CO. BOARD SUPERVISOR, FORMER CITY OF KENOSHA ALDERMAN.

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

FAMILIAR WITH BOTH COUNTY AND CITY BUDGETS, COMMITTEE PROCESS, PERSONNEL ISSUES AND INSURANCE ISSUES.

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.

Mark S. Mosley
Signature of Nominee

02-20-2020
Date

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

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____ Reappointment _____

Previous Terms: _____

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Myron G. & Doreen A. Daniels Rev. Trust, 24755 31st St, Salem, WI 53168 (Owner), Neil & Angela Daniels, 24755 31st St, Salem, WI 53168 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Farmland Protection” & “Isolated Natural Resource Area” to “Farmland Protection”, “Rural-Density Residential” & “Isolated Natural Resource Area” on Tax Parcel # 30-4-220-262-0103, located in the NW ¼ of Section 26, T2N, R20E, Town of Brighton.

Corrected <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: June 16, 2020		Date Resubmitted:	
Submitted By: Planning, Development & Extension Education Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Andy M. Buehler, Director Division of Planning & Development		Signature:	

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

WHEREAS, Myron G. & Doreen A. Daniels Rev. Trust, 24755 31st St, Salem, WI 53168 (Owner), Neil & Angela Daniels, 24755 31st St, Salem, WI 53168 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Farmland Protection” & “Isolated Natural Resource Area” to “Farmland Protection”, “Rural-Density Residential” & “Isolated Natural Resource Area” on Tax Parcel #30-4-220-262-0103, located in the NW ¼ of Section 26, T2N, R20E, Town of Brighton; and,

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

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

WHEREAS, the Kenosha County Planning, Development and Extension Education Committee held a public hearing on the request on June 10, 2020, and recommended approval of the request.

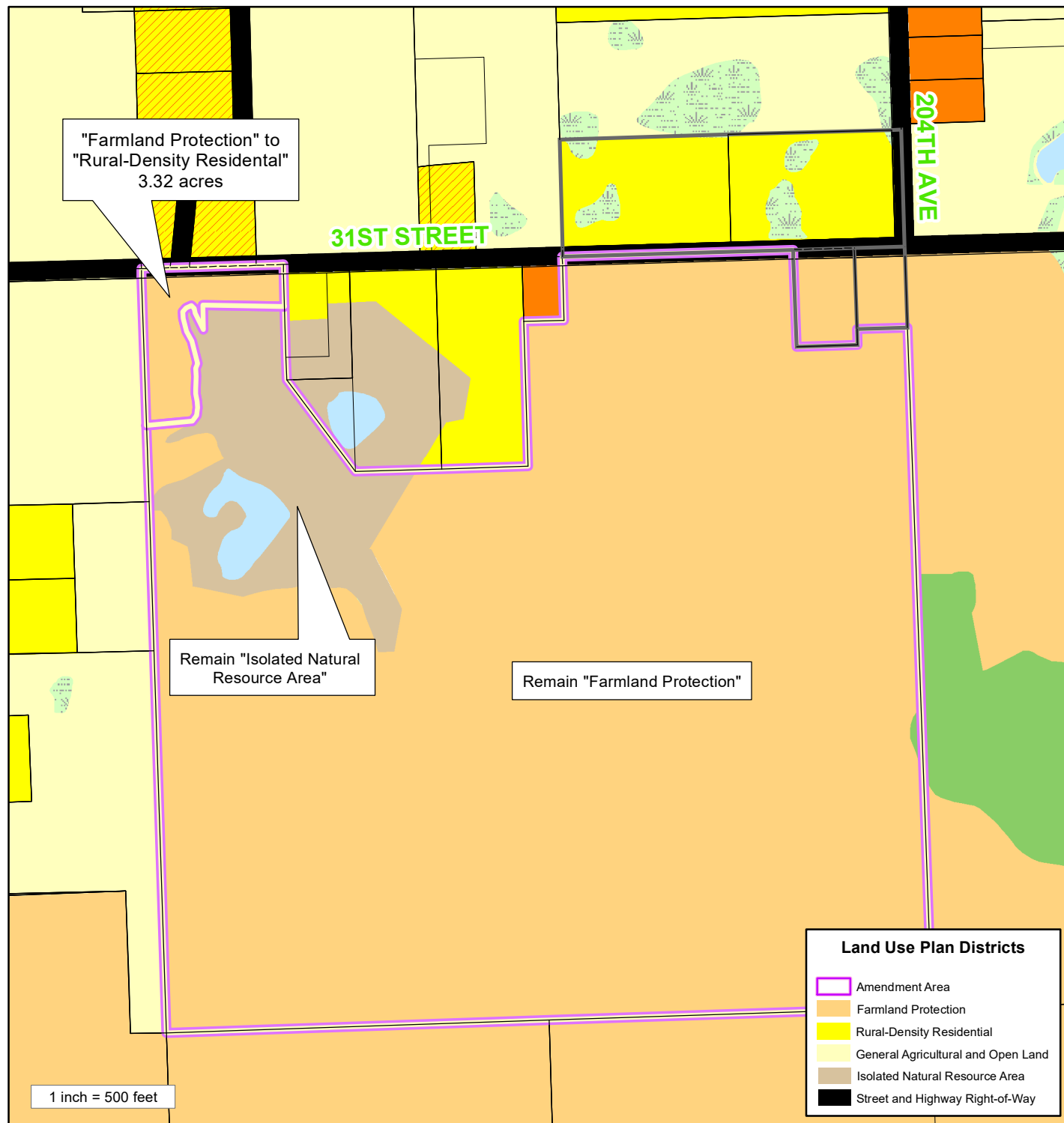
NOW, THEREFORE, BE IT RESOLVED that pursuant to Sections 59.69 and 66.1001(4) of Wisconsin Statutes, the Kenosha County Board of Supervisors hereby amends the comprehensive plan on Tax Parcel #30-4-220-262-0103 as described above.

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

Approved by:

PLANNING, DEVELOPMENT
& EXTENSION EDUCATION
COMMITTEE

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



COMPREHENSIVE PLAN AMENDMENT SITE MAP

PETITIONER(S):

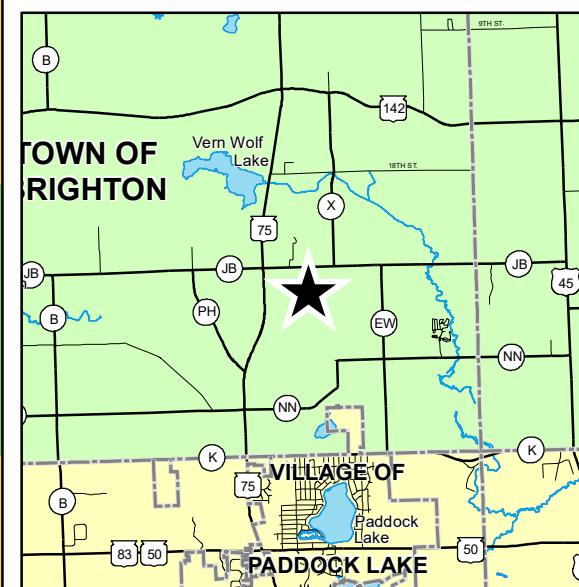
Myron G. & Doreen A. Daniel Rev. Trust (Owner)
Angela Daniels (Agent)

LOCATION: SE 1/4 of Section 26
Town of Brighton

TAX PARCEL(S): #30-4-220-262-0103

REQUEST:

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



KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: RESOLUTION APPROVING AN AGREEMENT BETWEEN KENOSHA COUNTY AND THELEN GRAVEL FOR GRAVEL MINING ON COUNTY PROPERTY	
Original X Corrected <input type="checkbox"/> 2nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:	Date Resubmitted:
Submitted By: Planning and Development Education Extension Committee	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared By: John F. Moyer Sr. Asst. Corporation Counsel	Signature:

WHEREAS, Kenosha County is a body corporate with many responsibilities, among which are the construction and maintenance of roads both as public highways as well as thruways in parks and other public lands, and

WHEREAS, Kenosha County acquired three (3) adjacent land parcels in the Town of Randall totaling approximately 58 acres between 1965 and 1969 for purposes of establishing a gravel mine for County road maintenance and construction purposes, and

WHEREAS, The 3 parcels were combined in 1969 to form a single County-owned parcel identified as #60-4-119-362-0100 (32303 116th St., Wilmot) and the required due diligence was performed to establish a gravel mining, processing and storage operation that has been in operation since 1969, and

WHEREAS, The property's gravel reserves that could be harvested with technologies available to the County were exhausted in 2014 and it has since operated as a gravel/aggregate processing and storage operation, and

WHEREAS, Thelen Gravel and Sand, a corporation with headquarters in Antioch, Illinois, owns land contiguous to the County Pit, is in the business of mining and processing gravel and possesses the gravel harvesting/processing technologies to economically pursue further gravel harvesting in the County Pit, and

WHEREAS, Thelen has expressed a desire to enter into a lease agreement with Kenosha County for purposes of mining gravel from the County Pit using state-of-the-art equipment, including conveyor transport to their Illinois facility for processing, and

Resolution Re: Approval of an Agreement between Thelen Gravel and Kenosha County for gravel mining on County property.
Page 2

WHEREAS, As outlined in the attached Lease and Royalty agreement, Kenosha County would be compensated for harvested materials and Thelen will restore the property as described in the agreement when the property's reserves are deemed spent, and

WHEREAS, Thelen Gravel is a reputable company with a track record of safely mining and processing gravel, collaborating with municipalities and other entities on similar projects and restoring properties in an environmentally responsible and community enhancing manner, and

WHEREAS, Further efficiencies include Thelen's existing property location contiguous to the County Gravel Pit which obviates the need for a buffer on the property line between their operations and ours (200 feet per Kenosha County Ordinance 12.29-8 (97a)q) and the minimized impact to the community by virtue of Thelen's existing conveyor system for gravel transport to an Illinois location for processing, and

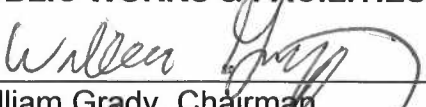
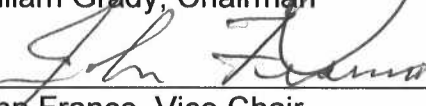

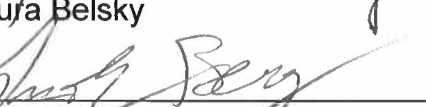

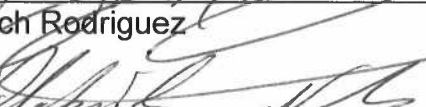
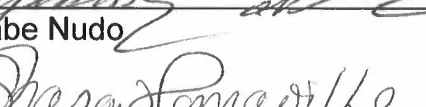
WHEREAS, This agreement would mutually benefit Kenosha County, Thelen Gravel and the community by recovering gravel from the County Pit that the County is not capable of economically harvesting, optimize the amount of gravel that can be harvested from both Thelen's and the County's property and provide the County with a partner in the required restoration of the County Pit when harvesting operations are complete.

NOW THEREFORE BE IT RESOLVED,


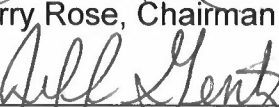
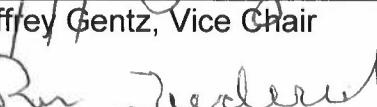
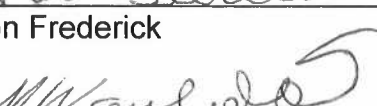
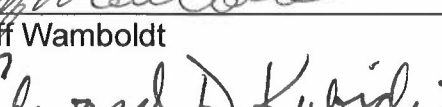
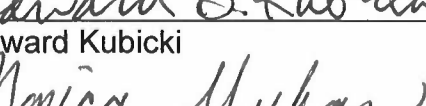
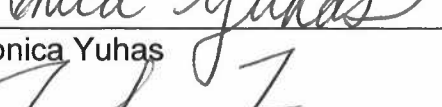
That the Kenosha County Board of Supervisors hereby agrees to approve the attached Lease and Royalty agreement and authorizes the Kenosha County Executive and County Clerk to sign and execute the appropriate documents to implement this agreement in accordance with State law.

Respectfully submitted by:

PUBLIC WORKS & FACILITIES COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>
 William Grady, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Franco, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Laura Belsky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Andy Berg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Zach Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Gabe Nudo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Sharon Pomaville	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>
 Terry Rose, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jeffrey Gentz, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Ron Frederick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Jeff Wamboldt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Edward Kubicki	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Monica Yuhas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Franco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LEASE AND ROYALTY AGREEMENT

THIS LEASE AND ROYALTY AGREEMENT ("Lease") is made and entered into this ____ day of _____, _____ by and between Kenosha County, an authorized body corporate under Wis. Stat. § 59.01 ("Landlord") and Thelen Sand & Gravel, Inc., a Delaware corporation ("Tenant").

RECITALS:

- A. The Landlord is the fee simple title holder of ± 58 acres of real property located in the Town of Randall, Kenosha County, Wisconsin ("Property") which is more particularly described on the attached **Exhibit A**; and
- B. The Landlord desires to grant to the Tenant, and the Tenant desires to receive from the Landlord, certain rights in the Property, including certain exclusive rights of use and occupancy to extract and remove gravel, sand, rimrock, and fill ("Material").

TERMS AND CONDITIONS:

NOW THEREFORE, in consideration of the payment of royalties by the Tenant, the covenants, agreements and conditions set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Leased Property.** The Landlord leases to the Tenant access to the Property, for the exclusive extraction, stockpiling, removal, conveyance via conveyor system, and sale of the Material (the "Contemplated Use").
- 2. **Term.** The term of this Lease shall be for 10 years. The "Commencement Date" shall be the later of the following: (i) the execution of the Lease, or (ii) the date the Landlord confirms that all necessary governmental approvals (for example, zoning, conditional use permit or any other necessary permits) required for the Contemplated Use of the Property. The Lease shall automatically renew for additional 1 year terms unless written notice is delivered by Landlord or Tenant to the other at least 90 days in advance of the termination of the Lease.
- 3. **Early Termination.** Parties may mutually agree in writing to terminate the Lease at any time. The reclamation language in the Lease shall apply at closure.
- 4. **Measure / Records of Materials Extracted.** The Tenant shall use its scale to estimate the volume of material extracted (the "Estimated Amount of Materials Extracted"), and shall maintain records of the weighed materials. On the January 30 of each year following the Commencement Date, the Tenant shall provide a schedule of the Estimated Amount of Materials Extracted to the Landlord summarizing the mining activity for the previous one-year period running from the prior January 1 to December 31. On the January 30 following every third anniversary of the Commencement Date, the Tenant shall use a topographical map to determine the actual volume of material extracted (the "Actual Amount of Materials Extracted") from the Property for the prior three year period, and shall provide to Landlord a schedule of the Actual Amount of Materials Extracted for that three year period. The records of the weighed materials, and the schedules of

the Estimated Amount of Materials Extracted and Actual Amount of Materials Extracted are referred to as the "Records."

5. Royalty. The Tenant shall pay to the Landlord, as rental, the royalty (the "Royalty") under the set schedule in Exhibit B per harvested cubic yard for all Material extracted from the Property. The Royalty shall be paid at such address as the Landlord designates in writing and at such times as the parties mutually agree, but not less than semi-annually on July 30 for the period from January 1 through June 30, and January 15 for the period from July 1 through December 31 of each year of the Lease. The semi-annual payments will be based on the Records of the Estimated Amount of Materials Extracted. On the January 30 following every third anniversary of the Commencement Date, the Landlord and Tenant will use the schedule of the Actual Amount of Materials Extracted to true up the Royalty payments that were made over the previous three years that were based on the Estimated Amount of Materials Extracted.

6. Zoning and Permits. Except for an industrial storm water permit from the Wisconsin Department of Natural Resources, the Landlord represents and warrants that all necessary governmental approvals and permits for the Contemplated Use are in place to allow Tenant to commence extraction of the Materials. Tenant shall either obtain a new or add the portion of the Property to be mined to its existing industrial storm water permit prior to commencing the Contemplated Use. In the event that there needs to be any other additional governmental approvals or permits obtained or if any governmental approval or permit needs to be renewed during the term of this Lease, then the Landlord and Tenant shall cooperate to obtain and maintain all required zoning, storm water, conditional use, road access and use, and any other permits, licenses or approvals required for the Contemplated Use. If Landlord and Tenant are unable to obtain all necessary governmental approvals, permits, or licenses at commercially reasonable costs, then either party may terminate this Lease by providing the other party written notice.

7. Use of Property. The Tenant shall at all times conduct its business on the Property in compliance with all federal, state, and county laws. Tenant shall have the right to install, maintain, and operate per Exhibit A on the Property such equipment and improvements, including but not limited to fences, utilities, conveyors, access roads, and road crossings, as Tenant shall deem necessary in the operation of the Contemplated Use. Title to any equipment or buildings affixed to the Property by Tenant will remain with Tenant and the same may be removed from the Property by Tenant at the termination of this Lease. Exhibit A will delineate where mining activity is permitted by Tenant including, subject to ongoing discussions, where the main mining area lies and where potential mining may occur in the future, which can be amended from time to time with the mutual consent of the parties. At any point when the parties mutually agree that potential mining will be converted to actual mining area, Exhibit A will be amended to reflect in writing, and signed by both parties, the defined mining activity area.

8. Audit. Tenant shall allow the Landlord or any other party the Landlord may name, upon signing a mutually agreed upon non-disclosure agreement when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Tenant, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Lease. Tenant shall not charge Landlord for providing the information that Tenant has in its possession necessary to conduct the audit. Landlord shall be responsible for the costs it incurs in conducting an audit. . Any subcontracting by Tenant in performing the duties described under this Lease shall subject the subcontractor and/or associates to the same audit terms and conditions as the Tenant. The Landlord must approve annually any subcontracting undertaken by the

Tenant, which approval shall not be unreasonably withheld. Tenant (or any subcontractor) shall maintain and make available to Landlord the aforementioned audit information for no less than six (6) years after the conclusion of this Lease. Landlord agrees that it shall not copy or disseminate any of the documents or information it receives from Tenant or Tenant's subcontractors pursuant to the audit other than to Landlord's legal or accounting professionals. Landlord further agrees that: i) it shall return all information and documents it receives from Tenant or Tenant's subcontractors pursuant to any audit within sixty (60) days of Landlord's receipt of said documents and information or ii) it shall represent to Tenant and/or Tenant's subcontractors that the information and documents it received pursuant to the audit has been permanently destroyed.

9. Reclamation of Property. The Landlord and Tenant agree to cooperate with the reclamation of the Property. The Tenant agrees to grade at 3 to 1 slope, and seed the Property at Tenant's cost as part of the reclamation of the Property. Any further reclamation beyond grading and seeding will require a future agreement between the parties, and shall be at the Landlord's cost. Parties agree that a dialogue will occur regarding rough grading, minimum and maximum slope, and the evolving intent of Landlord for the land use post-mining. Parties will cooperate in constructive discussions as the end date of the mining operation approaches.

10. Insurance.

- A. Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, officers, officials, agents, boards and committees, commissions, agencies, and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations involving joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies and representatives. It is not the intent of the parties to waive any statutory protections or impose liability beyond that imposed by state statutes. The insurance provisions of this Lease shall survive the termination of this Lease and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.
- B. Should Tenant hire/engage any subcontractor(s) to perform work on its behalf or in conjunction with Tenant's work, Tenant will require such subcontractor(s) to carry the same insurance as is outlined and required below of the Tenant.
- C. Tenant assumes all liability and risks, and agrees to waive all claims against Landlord, for damage to or loss of equipment, machinery, tools, supplies, material/product to be installed, and other tangible personal property owned or supplied by Tenant and utilized or intended to be utilized during the course of Tenant's Work except in so far as such damage or loss is caused by the willful or negligent conduct of the Landlord. Any insurance carried by Tenant covering such damage or loss shall be endorsed with a waiver of subrogation in favor of Landlord and shall name Landlord as Additional Insured. Any and all subcontractors agree to assume the same liabilities and risks as

Tenant, and agree to name Landlord as Additional Insured on any such similar policies of insurance maintained by each of them.

- D. Coverage afforded shall apply as primary with Landlord named as an additional insured on the commercial general, and excess/umbrella liability policies. Tenant shall give 30 days advance written notice of cancellation or non-renewal during the term of this Lease. An endorsement in favor of Landlord waiving the Tenant's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.
- E. Tenant and Landlord shall not discontinue or change any of their liability insurance policies in effect during any part of this Lease relating to the Property and the Contemplated Use without buying "tail end" insurance to cover potential claims that may have occurred during the term of this Lease. Completed Operations and Products liability insurance shall be maintained for a period of 2-years after completion and acceptance of the Project by Tenant.
- F. Upon execution of this Lease, the Tenant shall furnish Landlord with a certificate of insurance, showing evidence of the above requirements. Certificate must be submitted to Landlord within four (4) business days after receipt of purchase order, execution of contract or other written authorization. If certificate is not submitted within four (4) business days, Landlord, at its sole discretion, may void the Lease and award to the next low, responsive and responsible bidder.
- G. Liability Insurance. The Tenant, at its sole cost and expense, agrees at all times to carry liability coverage which would afford coverage on the Property in an amount not less than \$1,000,000 for any one person injured or killed and not less than \$1,000,000 for any accident and not less than \$500,000 for property damage per accident. Tenant will at all times during the terms of this Lease keep in force and effect the insurances listed below and such insurance policies must be issued by a company or companies rated A- VII or better by AM Best and authorized to do business in the State of Wisconsin with the following minimum limits of coverage;

Commercial General Liability *	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Automobile Liability – Combined Single Limit *	\$1,000,000
Excess/Umbrella Liability – Each Occurrence and Aggregate Limits *	\$1,000,000
Workers Compensation	Statutory Limits

Employer's Liability – Each Accident / Disease Each Employee / Disease Policy Limit *	\$500,000 Each
---	----------------

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

11. Landlord's Warranties. The Landlord warrants and represents as follows:

- A. The Landlord is the owner of the Property and has full authority to lease the Property for the full term of the Lease. The Landlord agrees that the Property will be kept free and clear of all other liens, encumbrances, and interests during the term of this Lease.
- B. The Landlord has no knowledge of any pending or threatened proceedings against the Landlord or the Property by any local municipality, the Wisconsin Department of Natural Resources, the U.S. Environmental Protection Agency, or any other governmental agency, and the Landlord knows no basis for any such action or proceeding.
- C. The Landlord has no notice or knowledge of any underground or buried storage tanks of any kind being located on the Property or any hazardous waste having ever been stored or disposed of on the Property.
- D. Except for the industrial storm water permit, which shall be Tenant's responsibility to obtain, the Landlord has obtained all the necessary governmental approvals and permits to allow Tenant to conduct the Contemplated Use on the Property without the Tenant having to obtain any additional governmental approval or permit.
- E. Landlord shall be responsible for all real estate taxes relating to the Property that may result because of this Lease.

12. Recordable Memorandum. The parties shall cooperate in executing a recordable memorandum of the Lease granted herein upon request of either party.

13. General Provisions. The following provisions shall apply to this Lease:

14. Entire Agreement. This Lease constitutes the entire agreement pertaining to the subject matter herein and supersedes all prior and contemporaneous agreements of the parties in connection therewith.

15. Non-Waiver. Waiver by either party of any breach of any term, covenant, or condition herein contained, shall not be considered a waiver of any subsequent breach of such term, covenant or condition. Nothing in this Lease shall waive any statutory defenses, immunities or limits of liability or damages including but not limited to those set forth in Wisconsin Statutes Section 893.80.

16. Termination For Default or Breach By Tenant.

- A. Failure of the Tenant to perform any of the provisions of this Lease shall constitute a breach of the Lease, in which case, the County may require the Tenant to commence corrective action within ten days (10) from date of receipt of written notice citing the exact nature of such breach, and completion of corrective action in a commercial

reasonable time frame. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days shall constitute a default of the Lease.

- B. Failure to pay the required amount on time will result in an interest charge of 8% per annum on the balance due.
- C. Landlord reserves the right to enforce the performance of this Lease in any manner prescribed by law or equity in the event of breach or default of this Lease subject to its duty to mitigate its damages, and may in its sole discretion, contract with another party with or without solicitation of proposals, bids or further negotiations. Tenant must compensate for any and all loss to the County should it become necessary to contract with another person because of such default. If Tenant fails to pay damages as set forth herein on a timely basis, Tenant will be liable for costs and expenses of the County for litigation to enforce this Lease, including reasonable administrative costs, reasonable attorney's fees and court costs.
- D. It is mutually agreed the breach of this Lease on Tenant's part will result in irreparable and continuing damage to the County for which money damages may not provide adequate relief. Therefore, the breach of this Lease on Tenant's part shall entitle the County to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

17. No Partnership. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent or any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

18. Amendment. This Lease shall be amended only by a written agreement signed by both parties.

19. Authority. The person signing on behalf of the Landlord and Tenant represent that he/she has the authority to execute this document on behalf of the party.

20. Recitals. The Recitals are incorporated into and made part of these Terms and Conditions.

21. Choice of Law and Venue. Wisconsin law will apply and venue will lie in Kenosha County for any disputes arising out of the Lease.

22. Exhibits. The following Exhibits are incorporated into and made a part of this Lease.

Exhibit A: Map of the Property and Area To Be Mined

Exhibit B: Royalty Terms

The parties have executed this Lease as of the date first above written.

KENOSHA COUNTY

THELEN SAND & GRAVEL, INC.

Sign:

Print
Name:

Title:

Date:

Sign:

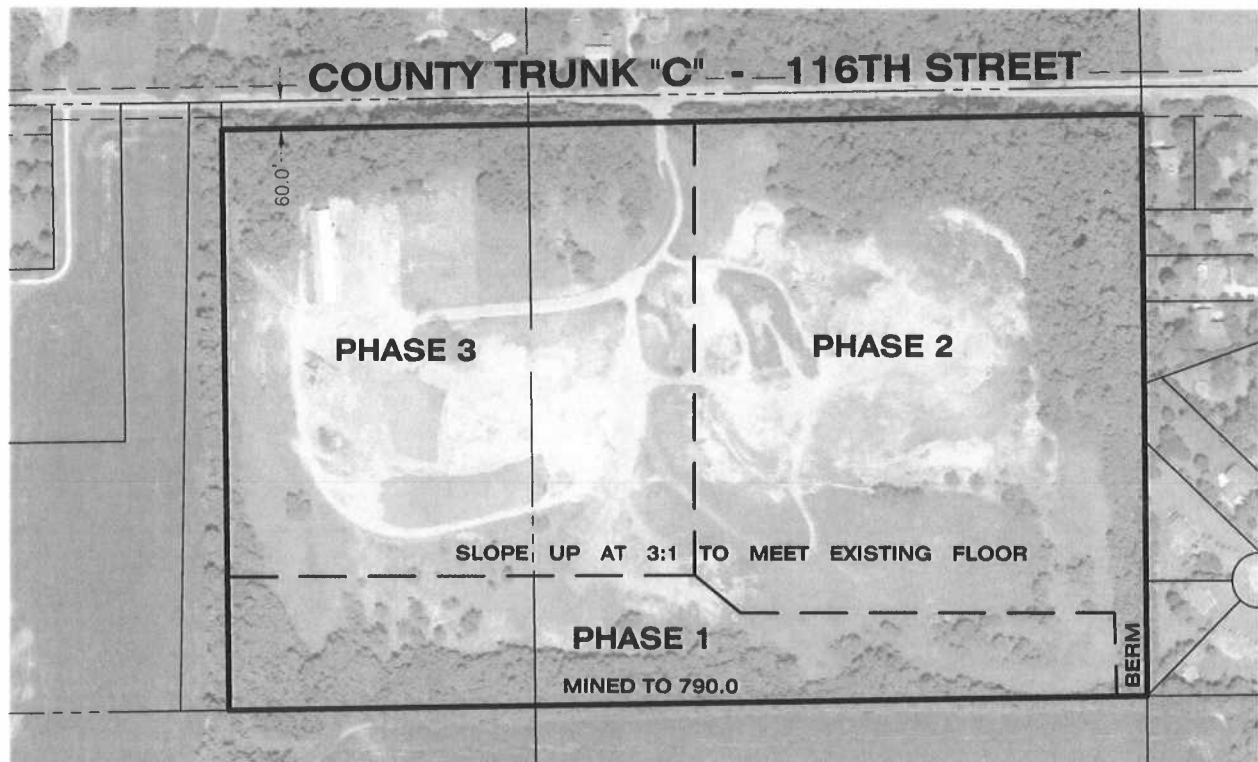
Print
Name:

Title:

Date:

KENOSHA COUNTY LEASE AND ROYALTY AGREEMENT EXHIBIT A

The East Half of the Northwest Quarter of the Northwest Quarter (excepting therefrom the North 60 feet thereof) and the Northeast Quarter of the Northwest Quarter (excepting therefrom the North 60 feet thereof), all in Section 36, Township 1 North, Range 19 East of the Fourth Principal Meridian in Kenosha County, Wisconsin.



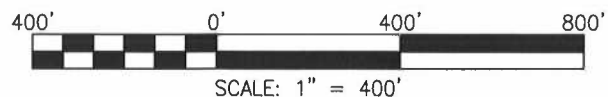
PREPARED BY:



Vanderstappen
Land Surveying, Inc.

www.vandersinc.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8310 fax 815-337-8314
"Always faithful to the property line"

JOB #200335



Kenosha County Lease and Royalty Agreement Exhibit B

Annual Royalty Fee per gross cubic yard

Year	Fee
1	\$ 0.40
2	\$ 0.40
3	\$ 0.41
4	\$ 0.42
5	\$ 0.43
6	\$ 0.44
7	\$ 0.45
8	\$ 0.46
9	\$ 0.47
10	\$ 0.48

Example	
Cubic Yards	Royalty
75,000	\$ 30,000
100,000	\$ 40,000
100,000	\$ 41,000
100,000	\$ 42,000
100,000	\$ 43,000
100,000	\$ 44,000
100,000	\$ 45,000
100,000	\$ 46,000
85,000	\$ 39,950
-	\$ -
860,000	\$ 370,950

Year would conclude on December 31 of each year included a partial year.

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Highways Department: Public Works

Proposal Summary (attach explanation and required documents):

A resolution authorizing the County to enter into a Lease & Royalty Agreement with Thelen Sand & Gravel, Inc. to continue mining operations in the County's gravel pit located at 32303 116th St., Wilmot, WI and assist in the mine's restoration.

Dept./Division Head Signature:  Date: 5-21-20

2. Department Head Review

Comments:

Recommendation: Approval ☐ Non-Approval ☐

Department Head Signature: _____ Date: _____

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature:  Date: 5-27-20

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature:  Date: 5/28/20



KENOSHA COUNTY

BOARD OF SUPERVISORS

Resolution No. _____

Subject: Resolution commending Kenosha County's 2020 Graduating High School Seniors and Declaring July 2020 'Kenosha County Graduating High School Seniors' Month.			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted:		Date Resubmitted:	
Submitted by: Supervisor Zachary Rodriguez			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared by: Supervisor Zachary Rodriguez		Signature:	

WHEREAS, in December 2019, the Novel Coronavirus (COVID-19) began in Wuhan, China, then identified by the World Health Organization (WHO) as a 'mysterious pneumonia'; and,

WHEREAS, January 21, 2020, the United States had its first confirmed case of COVID-19; and,

WHEREAS, January 30, 2020, WHO declared COVID-19 a global health crisis; and,

WHEREAS, February 5, 2020 Wisconsin reported its first COVID-19 case; and,

WHEREAS, February 29, 2020 the United States reported its first COVID-19 death; and,

WHEREAS, March 12, 2020 Governor Evers declared a state of emergency in response to COVID-19; and,

WHEREAS, March 13, 2020 President Trump declared a nation emergency in response to COVID-19; and,

WHEREAS, March 13, 2020 Governor Evers ordered the closure of all public and private K-12 schools in Wisconsin in an effort to combat the spread of COVID-19, and protect the health and safety of Wisconsin families; and,

WHEREAS, April 17, 2020 Governor Evers ordered the closure of all public and private K-12 schools in Wisconsin for the remainder of the academic year; and.

WHEREAS, Kenosha County students typically attend one of twelve high schools; and,

WHEREAS, Tremper High School had 294 graduating seniors, with 13,500 community service hours completed, and received \$2,421,737 in scholarships; and,

WHEREAS, Bradford High School had 258 graduating seniors, with 10,410 community service hours completed, and received \$1,430,000 in scholarships; and,

WHEREAS, Indian Trail High School and Academy had 463 graduating seniors, with 8,400 community service hours completed, and received \$3,387,043.33 in scholarships; and

WHEREAS, LakeView Technology Academy had 100 graduating seniors, with 3,100 community service hours completed, and received \$1,527,000 in scholarships; and,

WHEREAS, Reuther Central High School had 72 graduating seniors, with 1,580 community service hours completed, and received \$106,000 in scholarships; and,

WHEREAS, Harborside Academy had 102 graduating seniors, with 5,978 community service hours completed; and,

WHEREAS, Kenosha eSchool had 13 graduating seniors, with 530 community service hours completed; and,

WHEREAS, Christian Life School had 67 graduating seniors, with 5,360 community service hours completed, and received \$2,373,000 in scholarships; and

WHEREAS, Wilmot Union High School had 246 graduating seniors, with 2,500 community service hours completed, and received \$850,218 in scholarships; and,

WHEREAS, Shoreland Lutheran High School had 78 graduating seniors, and received \$1,074,767 in scholarships; and,

WHEREAS, St. Joseph Catholic Academy had 69 graduating seniors, with 6,900 community service hours completed, and received \$5,500,000 in scholarships; and,

WHEREAS, Catholic Central High School had 33 graduating seniors, with 800 community service hours completed, and received \$3,000,000 in scholarships; and,

WHEREAS, Central High School of Westosha had 262 graduating seniors, and received \$4,100 in scholarships; and

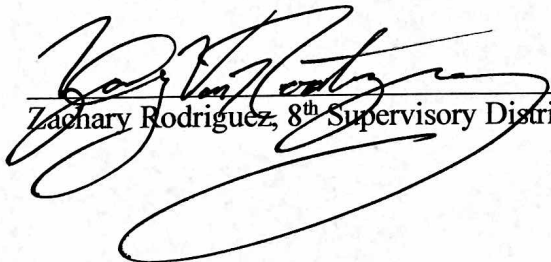
WHEREAS, Kenosha Unified School District also had 230 students, who successfully passed the IOWA test,

WHEREAS, due to health concerns related to COVID-19 these outstanding students were not able to have a traditional graduation ceremony;

NOW, THEREFORE, BE IT RESOLVED, we the Kenosha County Board of Supervisors are joined by these students' families, educators, friends, and community in commending our students for their commitment, hard work, determination and perseverance to their education and futures as they pursue higher education, enter the workforce, or answer their nation's call by joining the U.S. military; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED, we the Kenosha County Board of Supervisor do hereby proclaim the month of July, 2020 to be known as *Kenosha County Graduating High School Seniors Month*, and encourage our community to celebrate along with our students.

Respectfully submitted:



Zachary Rodriguez, 8th Supervisory District



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

MEMORANDUM

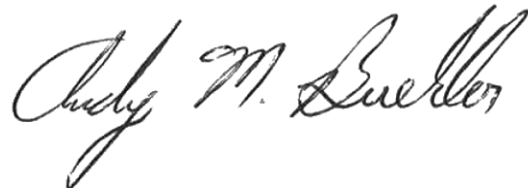
Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

As required by Section 59.69(2)(e), the following report is being made on the petitions to the **July 8, 2020** Planning, Development & Extension Education Committee meeting that have been filed in the Kenosha County Clerk & Kenosha County Planning & Development Offices for future consideration by the County Board.

1. **Paul Lauren Properties LLC**, 1424 200th Ave, Union Grove, WI 53182 (Owner), Chris Klemko, 21335 60th St, Bristol, WI 53104 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "General Agricultural & Open Land", "Suburban-Density Residential" & "Mixed Use" to "General Agricultural & Open Land" & "Mixed Use" on Tax Parcel # 45-4-221-181-0400, located in the NE ¼ of Section 18, T2N, R21E, Town of **Paris**.
2. **Paul Lauren Properties LLC**, 1424 200th Ave, Union Grove, WI 53182 (Owner), Chris Klemko, 21335 60th St, Bristol, WI 53104 (Agent), requesting a **rezoning** from A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist. & B-3 Highway Business Dist. to A-2 General Agricultural Dist. & B-5 Wholesale Trade and Warehousing Dist. on Tax Parcel # 45-4-221-181-0400, located in the NE ¼ of Section 18, T2N, R21E, Town of **Paris**.
3. **Paul Lauren Properties LLC**, 1424 200th Ave, Union Grove, WI 53182 (Owner), Chris Klemko, 21335 60th St, Bristol, WI 53104 (Agent), requesting a **conditional use permit** to allow a construction contractor's business w/ outside storage in the B-5 Wholesale Trade and Warehousing Dist. on Tax Parcel # 45-4-221-181-0400, located in the NE ¼ of Section 18, T2N, R21E, Town of **Paris**.
4. **Thomas C. Walas**, 5901 Lockhurst Dr., Woodland Hills, CA 91367 (Owner), Wisconsin Electric Power Co. d/b/a WE Energies, Maria Koerner, 231 W Michigan St., Milwaukee, WI 53203 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Farmland Protection" & "SEC" to "Farmland Protection", "Governmental and Institutional" & "SEC" on Tax Parcel # 45-4-221-021-0100, located in the NE ¼ of Section 2, T2N, R21E, Town of **Paris**.
5. **Thomas C. Walas**, 5901 Lockhurst Dr., Woodland Hills, CA 91367 (Owner), Wisconsin Electric Power Co. d/b/a WE Energies, Maria Koerner, 231 W Michigan St., Milwaukee, WI 53203 (Agent), requesting a **rezoning** from A-1 Agricultural Preservation Dist. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., I-1 Institutional Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel # 45-4-221-021-0100, located in the NE ¼ of Section 2, T2N, R21E, Town of **Paris**.
6. **Thomas C. Walas**, 5901 Lockhurst Dr., Woodland Hills, CA 91367 (Owner), Wisconsin Electric Power Co. d/b/a WE Energies, Maria Koerner, 231 W Michigan St., Milwaukee, WI 53203 (Agent), requesting a **conditional use permit** to allow a utility substation in the I-1 Institutional Dist. on Tax Parcel # 45-4-221-021-0100, located in the NE ¼ of Section 2, T2N, R21E, Town of **Paris**.

7. **Lafarge Aggregates Illinois, Inc.**, 1300 S. Illinois Route 31, South Elgin, IL 60177 (Lessee), Herbert J. & Lillian A. Robers Revocable Trust, 233 Origen Street, Burlington, WI 53105 (Lessor), Roland and Bonnie Lou Denko, 3710 392nd Avenue, Burlington, WI 53105 (Lessor) & Raymond J. & Gloria M. Tenhagen, 3910 376th Avenue, Burlington, WI 53105 (Lessor), requesting a 2-year renewal and amended hours of operation of a **Conditional Use Permit** (originally approved on March 13, 1996) for a gravel pit in the M-3 Mineral Extraction and Landfill Dist. on the following Tax Parcels: #95-4-219-291-0100 (Robers), #95-4-219-291-0300 (Robers), #95-4-219-291-0400 (Robers), #95-4-219-292-0300 (Robers), #95-4-219-292-0200 (Denko), #95-4-219-293-0100 (Denko), #95-4-219-293-0200 (Denko), #95-4-219-293-0300 (Denko), #95-4-219-293-0400 (Denko) & #95-4-219-294-0100 (Tenhagen). Said parcels are located in the NE, NW, SE, and SW quarters of Section 29, T2N, R19E, Town of **Wheatland**.
8. Approval of Minutes
9. Citizens Comments
10. Any Other Business Allowed by Law
11. Adjournment

Sincerely,

A handwritten signature in black ink, reading "Andy M. Buehler". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

ANDY M. BUEHLER, Director
Division of Planning & Development

AMB:BF:aw

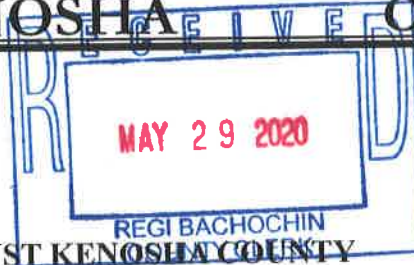


GL-7.20

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 Michelle Skinner DATE 5/25/20

ADDRESS 9511 81st Street #37
Pleasant Prairie WI 53158

TELEPHONE NUMBER: Home: 847 271 7361

Work: _____

DATE & TIME OF ACCIDENT OR LOSS April 9
4:30p

LOCATION OF ACCIDENT Green Bay Rd near
Lowes.

DESCRIPTION OF ACCIDENT OR LOSS _____

There was a pothole and when I hit
it a large chunk of pavement flipped
up & damaged my tire & wheel. The
tire had a rip in it & the wheel a part
section removed. The wheel could not
be repaired. We tried to just purchase
a new tire but because of the wheel
the tire would not hold a seal.

WITNESS: Name _____

Address _____

Phone _____

AMOUNT OF CLAIM (damages) \$ 591.04

CLAIMANT'S SIGNATURE Michelle Skinner

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

GL-8.20



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 Arthur M Niles DATE 6/9/2020
ADDRESS 27004 97th St. Trevor, WI 53179

TELEPHONE NUMBER: Home: 262-210-8894
Work:

DATE & TIME OF ACCIDENT OR LOSS 6/1/2020 2:40 After noon
Broke windshield

LOCATION OF ACCIDENT Highway M or 38th St. Traveling East
1/2 mile west of Uline Co

DESCRIPTION OF ACCIDENT OR LOSS Driving Buick Century 2005
East on Hi M 1/2 mile west of Uline
When Kenosha County Gravel Truck traveling
west dropped stone off truck, and,
Broke windshield.
Windshield had to be replaced

WITNESS: Name Unknown Work
Address 32515 116th St.
Hinkley Dept
Phone

AMOUNT OF CLAIM (damages) \$ 260.00 windshield replaced

CLAIMANT'S SIGNATURE Arthur M Niles

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