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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 21st of June at **7:30PM., in** the County Board Room located in the Administration Building. The following will be the agenda for said meeting:

A. Call To Order By Chairman Nudo

B. Pledge Of Allegiance

C. Roll Call Of Supervisors

D. Citizen Comments

E. Announcements Of The Chairperson

F. Supervisor Reports

G. COUNTY EXECUTIVE APPOINTMENTS

6. Tim Stocker To Serve On The Library System Board

Documents:

TIM STOCKER - 2022 PACKET_REDACTED.PDF

H. OLD BUSINESS

Policy Resolution - Second Reading, Two Required

1. From Supervisor Decker And The Public Works & Facilities And Judiciary And Law Enforcement Committees - A Resolution To Amend The 2011 Resolution 63

Documents:

RES AMEND 2011 RES 63.PDF

RES AMEND 2011 RES 65.PDF

I. NEW BUSINESS

Policy Resolution - First Reading, Two Required

2. From Supervisors Decker And Rose And The Finance/Administration Committee – A Resolution To Repeal 1996 Policy Resolution 12 And Adopt A Policy Regarding Kenosha County Department And Division Heads

Documents:

SUPERVISORS DECKER AND ROSE -RES TO REPEAL 1996 POLICY RESOLUTION 12 AND ADOPT A POLICY REGARDING KENOSHA COUNTY DEPT AND DIV HEADS.PDF

Resolution - One Reading

7. From The Human Services Committee - A Resolution Approving The Appointment Of Chairman Gabe Nudo To Serve On The Brookside Board Of Trustees

Documents:

RES GABE NUDO BROOKSIDE BOARD OF TRUSTEES.PDF

8. From The Planning Development & Extension Education Committee - A Resolution Request To Approve The Appointment Of Christopher Brown To The Kenosha County Zoning Board Of Adjustments

Documents:

RES BROWN APPOINTMENT BOA 06-2022.PDF

9. From The Planning Development & Extension Education Committee - A Resolution Request To Approve The Appointment Of Robert Stoll To The Kenosha County Zoning Board Of Adjustments

Documents:

RES STOLL APPOINTMENT BOA 06-2022.PDF

J. COMMUNICATIONS

10. Communication From Public Works/Facilities - A Resolution For A Lease Agreement Between Kenosha County And Square Deal Trees, LLC For A Sale Of Christmas Trees On A Vacant Lot Owned By Kenosha County.

Documents:

RESOLUTION FOR A LEASE AGREEMENT BETWEEN KENOSHA COUNTY AND SQUARE DEAL TREES.PDF

11. Communication From Supervisor Berg, Resolution To Support The City Of Kenosha In Raising The Levy In Order To Add Ten Additional Police Officers And Six Additional Fire Fighters

Documents:

BERG_RES_SUPPORTCITYREF.PDF

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

Documents:

07-13-2022 COMMUNICATIONS.PDF

K. CLAIMS

5. Kenneth Galton - Vehicle Damage

Documents:

GALTON.PDF

6. Justin Blake - Personal Injury

Documents:

BLAKE.PDF

L. Approval Of The June 7, 2022, Minutes By Supervisor Belsky

M. Adjourn

COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Samantha Kerkman, County Executive

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

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2022/23-06

RE: LIBRARY SYSTEM BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS

Placing special trust in his judgement 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. Tim Stocker

Kenosha, WI, 53142

to serve on the Library System Board, beginning immediately upon confirmation of the County Board and continuing until the 31th day of December, 2025, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Stocker will serve without pay. This appointment is to fulfill the staggered three-year term on the Library System Board vacated by former Kenosha County Supervisor Boyd Frederick, which expires Dec. 31, 2022.

Respectfully submitted this 9th day of June, 2022.

Samantha Kerkman

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

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

Name: Tim Stocker
First Middle Initial (optional) Last

*Residence Address: [illegible]

Occupation: Retred
Company Title

*Business Address: _____

*Telephone Number: Residence _____ *Business _____

*Daytime Telephone Number: [illegible] Cell. [illegible]

*Email Address: [illegible]

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

Library System Board

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

I would like to use my education and experience to serve our community.

Additional Information:

Nominee's Supervisory District: 14

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

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

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

Governmental Services: List services with any governmental unit.

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

Signature of Nominee

6-6-2022
Date

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

KENOSHA COUNTY

BOARD OF SUPERVISORS

Resolution No. _____

Subject: **A resolution to amend 2011 Resolution 63**			
Original [ ]	Corrected [ ]	2nd Correction [x]	Resubmitted [ ]
Date Submitted: 5/23/2022		Date Resubmitted: 6/6/2022	
Submitted by: Erin Decker			
Fiscal Note Attached [ ]		Legal Note Attached [ ] Agreement	
Prepared by: Supervisor Erin Decker		Signature:	

WHEREAS, the Wisconsin State Legislature, signed by Governor Scott Walker, enacted 2011 Wisconsin Act 35 on July 8, 2011, a statute that allows most adults to lawfully carry a concealed firearm in Wisconsin after November 1, 2011, if they obtain a "concealed carry" license, and;

WHEREAS, the right to bear arms is defined and protected by the Constitution of the United States and the 2nd Amendment of the Bill of Rights, and;

WHEREAS, on October 18, 2011, the Kenosha County Board of Supervisors passed 2011 Resolution 63, with a vote of 24 ayes and 1 nay, the one dissenting vote cast by Supervisor Erin Decker, and;

WHEREAS, 2011 Resolution 63 enacted a policy that no firearms may be possessed by any person in a building owned, leased or controlled by Kenosha County, except by a duly sworn government law enforcement officer and a person authorized by state statute 175.60(16)(b)2, and;

WHEREAS, 2011 Wisconsin Act 35 grants employers that do not prohibit one or more employees from lawfully carrying a concealed weapon immunity from any liability arising from its decision, and;

WHEREAS, 2011 Resolution 63 banned the possession of lawfully carried weapons on county property, thereby causing Kenosha County to lose immunity from liability risking taxpayer money if sued; and

WHEREAS, the City of Kenosha did not ban the lawful carrying of a firearm on City property, on advice of their insurance company, and;

WHEREAS, the City of Kenosha did not ban the lawful carrying of a firearm on City property, causing confusion to those lawfully carrying a concealed weapon due to the City and County buildings being in close proximity, and;

WHEREAS, banning the possession of a lawfully carried weapon forces a law-abiding individual to remove their weapon and store it off of their person in order to enter a county building, and;

WHEREAS, 2011 Wisconsin Act 35 specifically allows employees to store a weapon in their car regardless of whether or not the car is on county property, and;

WHEREAS, the City of Kenosha has repeatedly asked residents not to store firearms in vehicles due to car thefts and break-ins, and;

WHEREAS, with the exception of the Kenosha County courthouse, the county has no method of enforcement in place to ensure that all persons on county property are in compliance with the firearm ban,

NOW THEREFORE, BE IT RESOLVED that the possession of some concealed or openly displayed weapons in KC Buildings may be a danger to the public and should be regulated, and;

BE IT FURTHER RESOLVED, it is the policy of Kenosha County that illegal explosives, illegal weapons, objects which are capable of inflicting bodily injury or death, or damage to property, may not be possessed by any person in any building owned, leased or controlled by Kenosha County except by duly sworn government law enforcement officers in the course of their duties, and;

BE IT FURTHER RESOLVED, that the display of or brandishing of any weapon on Kenosha County building properties for the purposes of threat, intimidation or to cause harm shall be fully addressed by the fullest extent of the law, and;

BE IT FURTHER RESOLVED, it shall be the policy of the County of Kenosha that firearms and electronic weapons legally possessed and carried per Wisconsin state statutes are allowed in any building or on any grounds owned, leased or controlled by Kenosha County, excluding the Kenosha County courthouse, public safety building, jail, detention center, pre-trial building, and Molinaro building, and;

BE IT FURTHER RESOLVED, that Kenosha County administration and human resources will update its employee policies, procedures, and safety guidelines, to be consistent with this resolution and the laws and statutes of the State of Wisconsin, and;

BE IT FURTHER RESOLVED, the Kenosha County Executive shall cause the removal of signs previously posted under 2011 ordinance #63, and further, to place in effect procedures to enforce this revised policy within 6 months of adoption of this policy.

_____

Erin Decker

Respectfully Submitted:

Committee:	Aye	Nay	Abstain	Excused
Mark Nordigian, Chairperson	X			
Zack Stock, Vice Chairperson	X			
Supervisor Laura Belsky				X
Supervisor Aaron Karow	X			
Supervisor John O'Day				X
Supervisor Tim Stocker				X
Supervisor Brian Thomas	X			

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	Aye	No	Abstain	Excused
Supervisor Zach Rodriguez, Chair	☒	☐	☐	☐
Supervisor Brian Bashaw, Vice Chair	☒	☐	☐	☐
Supervisor Laura Belsky, 2nd Vice Chair	☐	☒	☐	☐
Supervisor Mark Nordigian	☒	☐	☐	☐
Supervisor Erin Decker	☒	☐	☐	☐
Supervisor John Franco	☐	☒	☐	☐
Supervisor Jeff Wamboldt	☒	☐	☐	☐

KENOSHA COUNTY
BOARD OF SUPERVISORS

Policy Resolution No _____

Subject: **A resolution to repeal 1996 Policy Resolution 12 and adopt a policy regarding Kenosha County Department and Division Heads**			
Original [x]	Corrected [ ]	2nd Correction [ ]	Resubmitted [ ]
Date Submitted: 5/9/2022		Date Resubmitted:	
Submitted by: Supervisors Decker and Rose			
Fiscal Note Attached [ ]		Legal Note Attached [ ] Agreement	
Prepared by: Supervisor Erin Decker		Signature:	

WHEREAS, a reorganization of the County's organization structure was approved as part of the 1996 budget, and;

WHEREAS, the new organization structure resulted in the creation of the new non-represented classification of "division head," and;

WHEREAS, in 1996 the Kenosha County Board of Supervisors passed 1996 Policy Resolution 12 pertaining to the Hiring, Retention, and Termination of Division Heads, and;

WHEREAS, it is in the best interest of Kenosha County to have Division Heads that are experienced, high caliber, and support the ideas, direction, and plans of the Kenosha County Executive and Kenosha County Board,

NOW THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors repeals 1996 Policy Resolution 12, and;

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors adopt the following policy: Kenosha County Department Heads and Kenosha County Division Heads are county employees appointed by the County Executive and require the confirmation of the Kenosha County Board of Supervisors. Any Department Head or Division Head appointed by the County Executive may be removed at the pleasure of the County Executive.

_____
Supervisor Erin Decker

_____
Supervisor Terry Rose

A RESOLUTION TO REPEAL 1996 POLICY RESOLUTION 12 AND ADOPT A POLICY REGARDING KENOSHA COUNTY DEPARTMENT AND DIVISION HEADS

Submitted by: Supervisors Decker and Rose

Signature: _____ *Signature:* _____

Supervisor POOLE Supervisor _____

Signature: _____ *Signature:* _____

Supervisor BRIAN S. BASHAW Supervisor _____

Signature: _____ *Signature:* _____

Supervisor _____ Supervisor _____

Signature: _____ *Signature:* _____

Supervisor _____ Supervisor _____

Signature: _____ *Signature:* _____

Supervisor _____ Supervisor _____

Signature: _____ *Signature:* _____

Supervisor _____ Supervisor _____

Signature: _____ *Signature:* _____

Supervisor _____ Supervisor _____

Signature: _____ *Signature:* _____

Supervisor _____ Supervisor _____

Signature: _____ *Signature:* _____

Supervisor _____ Supervisor _____

Signature: _____ *Signature:* _____

Supervisor _____ Supervisor _____

Approved by:

Finance & Administration Committee

	Aye	Nay	Abstain	Excused
Terry Rose, Chair	☒	☐	☐	☐
Dave Geertsen, Vice Chair	☒	☐	☐	☐
John Poole	☒	☐	☐	☐
Erin Decker	☒	☐	☐	☐
Tim Stocker	☒	☐	☐	☐
Brian Bashaw	☒	☐	☐	☐
William Grady	☐	☒	☐	☐

KENOSHA COUNTY
BOARD OF SUPERVISORS

Resolution No. _____

Subject:	
A RESOLUTION PROHIBITTING THE ACCEPTANCE OF GRANTS OR DONATIONS FROM NON-GOVERNMENTAL ENTITIES FOR PURPOSES OF FUNDING THE ADMINISTRATION OF ELECTIONS	
Original [x] Corrected [ ] 2nd Correction [ ] Resubmitted [ ]	
Date Submitted: 6/1/2022	Date Resubmitted:
Submitted by: Supervisor Thomas	
Fiscal Note Attached [ ]	Legal Note Attached [ ] Agreement
Prepared by: Supervisor Thomas	Signature:

WHEREAS, it has been established that the Center for Tech and Civic Life's (CTCL) transfer of about $8,800,000 of Zuckerberg money to the WI-5 Cities of Milwaukee. Madison, Racine, Kenosha, and Green Bay for election purposes have cast doubt on the propriety of the 2020 Presidential election in those cities; and

WHEREAS, nearly one-half of the $8.8 million distributed to the WI-5 cities was used by those cities in a get-out-the-vote campaign (GOTV) and election administration. It is not legal for elected officials (tax paid employees) to conduct GOTV campaigns: and

WHEREAS, the government of Kenosha County in the 2020 election cycle did not apply for, receive, nor spend any non-governmental funds as it relates to the political elections administered by County of Kenosha; and

WHEREAS, the WI-5 Cities were required to sign an agreement with CTCL called the "Wisconsin Safe Voting Plan" (WSVP) which required those cities to adhere to the rules for the election as set by C1CL and Zuckerberg operatives, further there were claw-black provisions in the WSVP for TCL in the event the cities did not comply with the WSVP: and

WHEREAS, in March of 2021, the Wisconsin Legislature passed a law forbidding the acceptance of private money by counties which was summarily vetoed by Governor Evers leaving Wisconsin vulnerable to election manipulation by private money: and

WHEREAS, investigations by Wisconsin Institute for Law & Liberty, (WILL) and Foundation for Government Accountability (FGA) reported and concluded that "bottom line" Wisconsin can-and should-prohibit jurisdictions from accepting private money for election administration;" and

WHEREAS, Center for Tech and Civic Life continued after the 2020 Presidential elections with similar county and municipal funding for election purposes in U.S. Senate races (e.g., U.S. Senate races in Georgia)-and we have no reason to doubt they will not attempt to do the same in Wisconsin in 2022: and

WHEREAS, the citizens of Kenosha County are concerned that Kenosha County or election officials in Kenosha County might knowingly or unknowingly accept private or corporate funds from organizations such as the Center for Tech and Civic Life;

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors directs that the policy of the county shall be that no donation or grant shall be accepted from any person, or non-governmental entity, for the purposes of election administration.

_____

Supervisor Brian Thomas

Approved by:

Finance & Administration Committee

	Aye	Nay	Abstain	Excused
Terry Rose, Chair	☒	☐	☐	☐
Dave Geertsen, Vice Chair	☒	☐	☐	☐
John Poole	☒	☐	☐	☐
Erin Decker	☒	☐	☐	☐
Tim Stocker	☒	☐	☐	☐
Brian Bashaw	☒	☐	☐	☐
William Grady	☒	☐	☐	☐

KENOSHA COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO._____

Subject: **Resolution to approve the appointment of Chairman Gabe Nudo to the Brookside Board of Trustees**	
Original ☒ Corrected ☐	2nd Correction ☐ Resubmitted ☐
Date Submitted:	Date Resubmitted:
Submitted By: Human Services Committee	
Fiscal Note Attached ☐	Legal Note Attached ☐
Prepared By: John T. Jansen	Signature:

WHEREAS, pursuant to County Executive Appointment 2022/23-1, the County Executive has appointed Chairman Gabe Nudo to serve on the Brookside Board of Trustees and;

WHEREAS, the Human Services Committee has reviewed the request of the County Executive for confirmation of this appointment and is recommending to the County Board the approval of this appointment,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors confirms the appointment of Chairman Gabe Nudo to the Brookside Board of Trustees. This appointment shall be effective immediately and continue 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. Chairman Nudo will serve without pay and will be succeeding former Supervisor David Celebre.

HUMAN SERVICES COMMITTEE:	Aye	Nay	Abstain	Excused
Amanda Nedweski, Chairman	☑	☐	☐	☐
Tim Stocker, Vice Chairman	☑	☐	☐	☐
Dave Geertsen	☐	☐	☐	☑
Jeff Gentz	☐	☑	☐	☐
Ed Kubicki	☑	☐	☐	☐
Zach Stock	☑	☐	☐	☐
Monica Yuhas	☑	☐	☐	☐

COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Samantha Kerkman, County Executive

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

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2022/23-1

RE: BROOKSIDE BOARD OF TRUSTEES

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Chairman Gabe Nudo
Kenosha, WI 53142

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.

Chairman Nudo will serve without pay.

Chairman Nudo will be succeeding former Supervisor David Celebre.

Respectfully submitted this 12th day of May 2022.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

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

Name: GABRIELE NUDO
First Middle Initial (optional) Last

*Residence Address: 6410 - 53 AVE

Occupation: RETIRED
Company Title

*Business Address:

*Telephone Number: Residence 262-620-2574 *Business

*Daytime Telephone Number: 262-620-2574

*Email Address: gabenudo@KENOSHACOUNTY.ORG

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

BROOKSIDE BOARD OF TRUSTEES

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

Previously served on this committee and very familiar with duties and procedures with regard to this committee

Revised 7-1-2021

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

Additional Information:

Nominee's Supervisory District: _____

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

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

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

Governmental Services: List services with any governmental unit.
ON MY 6th term as County Board Supervisor and served on many committees including chairman of Legislative committee - Presently serving as Board chairman

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

5-11-22
Date

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

Kenosha County

BOARD OF SUPERVISORS

RESOLUTION NO._____

Subject: Request to Approve the Appointment of Christopher Brown to the Kenosha County Zoning Board of Adjustments.			
Original ☐	Corrected ☐	2nd Correction ☐	Resubmitted ☐
Date Submitted: June 21, 2022		Date Resubmitted:	
Submitted By: Planning, Development & Extension Education Committee			
Fiscal Note Attached ☐		Legal Note Attached ☐	
Prepared By: Andy M. Buehler, Director Division of Planning and Development		Signature: Andy M. Buehler	

WHEREAS, pursuant to County Executive Appointment 2022/23-04, the County Executive has appointed Christopher Brown to serve on the Kenosha County Zoning Board of Adjustments; and

WHEREAS, the Planning, Development & Extension Education Committee has reviewed the request of the County Executive for confirmation of his appointment of the above-named to serve on the Kenosha County Zoning Board of Adjustments and is recommending to the County Board the approval of the appointment.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Christopher Brown to the Kenosha County Zoning Board of Adjustments. Mr. Brown's appointment shall be effective immediately and continue until the 30th day of June 2025 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mr. Brown will serve without pay, but will receive a per diem along with mileage reimbursements. Mr. Brown will be succeeding himself.

Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	Aye	No	Abstain	Excused
Aaron Karow, Chair	☑	☐	☐	☐
Daniel Gaschke, Vice Chair	☑	☐	☐	☐
Brian Bashaw	☑	☐	☐	☐
Andy Berg	☐	☐	☐	☑
John Franco	☑	☐	☐	☐
Ed Kubicki	☐	☐	☐	☑
John O'Day	☑	☐	☐	☐

Pddata\RESOLUTIONS\Resolutions for Appointments\RES Brown Appointment BOA 06-2022.doc

\\

COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Samantha Kerkman, County Executive

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

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2022/23-04

RE: KENOSHA COUNTY BOARD OF ADJUSTMENTS

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS

Placing special trust in his judgement 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. Christopher Brown
39701 60th Street
Burlington, WI, 53105

to serve on the Kenosha County Zoning Board of Adjustments as the 1st Alternate member, beginning immediately upon confirmation of the County Board and continuing until the 30th day of June, 2025, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Brown will serve without pay, but will receive a per diem. Mr. Brown will be succeeding himself.

Respectfully submitted this 1st day of June, 2022.

Samantha Kerkman

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

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

Name: Christopher Allan Brown
First Middle Initial (optional) Last

*Residence Address: Redacted

Occupation: Slades Corners Computer Repair, LLC Owner
Company Title

*Business Address: Redacted

*Telephone Number: Residence Redacted *Business Redacted

*Daytime Telephone Number: Redacted

*Email Address: Redacted

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

Board of Adjustments

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

I have been on BoA for over 5 years, and have enjoyed my work I have done with the Board. I would like to continue to help the county with making proper legal decisions to ensure fair property management in the County.

Additional Information:

Nominee's Supervisory District: 22

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

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

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

Vice- President, Twin Lakes Area Chamber and Business Association - Board Member, Con of the Lakes Charity Gaming Convention

Governmental Services: List services with any governmental unit.

Former Captain of the Town of Randall Fire Department - Former Planning Commission member of Town of Randall

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.

Christopher Allan Brown
Signature of Nominee

05/27/2022
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: Request to Approve the Appointment of Robert Stoll to the Kenosha County Zoning Board of Adjustments.			
Original ☐	Corrected ☐	2nd Correction ☐	Resubmitted ☐
Date Submitted: June 21, 2022		Date Resubmitted:	
Submitted By: Planning, Development & Extension Education Committee			
Fiscal Note Attached ☐		Legal Note Attached ☐	
Prepared By: Andy M. Buehler, Director Division of Planning and Development		Signature: Andy M. Buehler	

WHEREAS, pursuant to County Executive Appointment 2022/23-05, the County Executive has appointed Robert Stoll to serve on the Kenosha County Zoning Board of Adjustments; and

WHEREAS, the Planning, Development & Extension Education Committee has reviewed the request of the County Executive for confirmation of his appointment of the above-named to serve on the Kenosha County Zoning Board of Adjustments and is recommending to the County Board the approval of the appointment.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors confirms the appointment of Robert Stoll to the Kenosha County Zoning Board of Adjustments. Mr. Stoll's appointment shall be effective immediately and continue until the 30th day of June 2025 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mr. Stoll will serve without pay, but will receive a per diem along with mileage reimbursements. Mr. Stoll will be succeeding himself.

Approved by:

PLANNING, DEVELOPMENT & EXTENSION EDUCATION COMMITTEE	Aye	No	Abstain	Excused
Aaron Karow, Chair	☑	☐	☐	☐
Daniel Gaschke, Vice Chair	☑	☐	☐	☐
Brian Bashaw	☑	☐	☐	☐
Andy Berg	☐	☐	☐	☑
John Franco	☑	☐	☐	☐
Ed Kubicki	☐	☐	☐	☑
John O'Day	☑	☐	☐	☐

Pddata\RESOLUTIONS\Resolutions for Appointments\RES Stoll Appointment BOA 06-2022.doc

\\

COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE
Samantha Kerkman, County Executive

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

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2022/23-05

RE: KENOSHA COUNTY BOARD OF ADJUSTMENTS

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS

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

Mr. Robert Stoll
33402 Bassett Road
Burlington, WI 53105

to serve on the Kenosha County Zoning Board of Adjustments beginning immediately upon confirmation of the County Board and continuing until the 30th day of June, 2025, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since first being appointed in 2006, Mr. Stoll has attended 167 of the 185 meetings held. His absences were excused.

Mr. Stoll will serve without pay, but will receive a per diem. Mr. Stoll will be succeeding himself.

Respectfully submitted this 1st day of June, 2022.

Samantha Kerkman
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
SAMANTHA KERKMAN

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

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

Name: Robert M Stoll
First Middle Initial (optional) Last

*Residence Address: Redacted

Occupation: Retired
Company Title

*Business Address: _____

*Telephone Number: Residence _____ *Business _____

*Daytime Telephone Number: Redacted

*Email Address: Redacted

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

Zoning Board of Adjustments

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

As a candidate under consideration for reappointment, you will see I have faithfully attended meetings and would like to continue to do so on behalf of fellow Kenosha County residents.

Additional Information:

Nominee's Supervisory District: Supervisor Erin Decker

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

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

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

I am a captain with the Randall Volunteer Fire Department, and a member of the Twin Lakes Rescue Squad

Governmental Services: List services with any governmental unit.

Chairman of the town of Randall

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

Robert Stoll
Signature of Nominee

06/03/2022
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
Administrative Proposal Form

1. Proposal Overview

Division: Facilities Department: Public Works

Proposal Summary (attach explanation and required documents):

This Resolution will allow a lease agreement between Kenosha County and Square Deal Trees, LLC for sale of Christmas trees on a vacant lot owned by Kenosha County. Specifically, it allows tree sales on the corner of Sheridan Road and 85th St. where such sales have been occurring for many years through arrangement of a predecessor owner.

Dept./Division Head Signature: _____ Date: _____

Print Name:

2. Department Head Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: _____ Date: 5-18-22

Print Name: Ray Arbet

3. Finance Division Review

Comments:

The lease was drafted for a rental amount equal to approximately two months of property tax on the subject parcel. The lease was drafted by the office of Corporation Counsel.

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: _____ Date: 5-18-22

Print Name: Patti Merrill

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: _____ Date: 5/27/2022

Print Name:

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

County of Kenosha
Board of Supervisors
Resolution No. ____

Subject: A RESOLUTION TO LEASE KENOSHA COUNTY PROPERTY LOCATED AT 1301 85th STREET TO SQUARE DEAL TREES LLC FOR TWO MONTHS FOR THE SUM OF $250			
Original _X_	Corrected __	2nd Correction __	Resubmitted __
Date Submitted : 5/10/2022		Date resubmitted:	
Submitted by: The Finance/Administration Committee and the Public Works/Facilities Committee			
Fiscal Note Attached:__		Legal Note Attached: _	
Prepared By: John F. Moyer			

Whereas, Kenosha County recently acquired the property located at 1301 Sheridan Road, Kenosha, WI 53143, and

Whereas, this lot had been used in November and December as a Christmas tree lot for 30 years and Kenosha County was approached by the LLC which has been selling trees there by arrangement with the predecessor owner in order to continue for two more years to sell trees at the lot, and

Whereas, the property is currently vacant and its historic use and community familiarity support use by Square Deal Trees LLC and in the near-term it would be in the County's best interest to enter a short lease with a viable tenant, to assist in covering the on-going maintenance of the property, and

Whereas, the County was asked by Square Deal Trees LLC. to enter into a one-year lease (subject to one equivalent renewal term for 2023) for the vacant grass lot property, for the sum of $250, to operate a small, private, tree lot for holiday sales between November 1 and December 26, and

Whereas, the proposed use would be consistent with the property's current zoning, offer some short-term financial assistance for the property's maintenance and provide a venue for the continuation of a long-time holiday tree sales opportunity in the community.

NOW THEREFORE BE IT RESOLVED, The County Board of Supervisors approves the lease of the Kenosha County property located at 1301 Sheridan Road., Kenosha, WI, for $250 per two month term, and along the terms of the attached lease; and the County Clerk and County Executive are authorized to sign all necessary documents.

Respectfully Submitted:

Committee:

	Aye	Nay	Abstain	Excused
Mark Nordigian, Chairperson	☐	☐	☐	☐
Zack Stock, Vice Chairperson	☐	☐	☐	☐
Supervisor Laura Belsky	☐	☐	☐	☐
Supervisor Aaron Karow	☐	☐	☐	☐
Supervisor John O'Day	☐	☐	☐	☐
Supervisor Tim Stocker	☐	☐	☐	☐
Supervisor Brian Thomas	☐	☐	☐	☐

FINANCE/ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
Supervisor Terry Rose, Chair	☐	☐	☐	☐
Supervisor Dave Geertsen, Vice-Chair	☐	☐	☐	☐
Supervisor Brian Bashaw	☐	☐	☐	☐
Supervisor Erin Decker	☐	☐	☐	☐
Supervisor William Grady	☐	☐	☐	☐
Supervisor John Poole	☐	☐	☐	☐
Supervisor Tim Stocker	☐	☐	☐	☐

Commercial Lease Agreement

on

1301 85th Street, Kenosha, Wisconsin, a Vacant Lot
Tax Parcel 06-123-18-201-001
Between
County of Kenosha and Square Deal Trees, LLC

This Commercial Lease Agreement (Lease) is entered into on this ___ day of _____, 2022, by and between the County of Kenosha, (Landlord), a Wisconsin municipal government whose principal administrative offices are located at 1010 56th Street, Kenosha, WI 53140, and Square Deal Trees, LLC, (Tenant), a Wisconsin corporation bearing FEIN, 39-1910500 and whose address is W8444 Trillium Lane, Antigo WI 54409. Landlord is the owner of land whose address is: 1301 85th St., Kenosha, Wisconsin 53143, part of which is the property made available for lease, as described herein (Leased Premises, or Premises).

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to rent the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

Term

The Initial Term of the Lease shall begin on the 1st day of November, 2022, and end on the 26th day of December, 2022. Landlord shall use its best efforts to put Tenant in possession of the Leased Premises on the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

Tenant may renew the Lease for one extended term as above for 2023. Tenant shall exercise such renewal option, if at all, by providing written notice to Landlord by no later than August 15, 2023. The renewal term shall be as set forth in this Lease and otherwise upon the same covenants, conditions and provisions as contained in this Lease.

Rent

Tenant shall pay to Landlord during the Initial Term rent of $250. Payment shall be made to:

Kenosha County Treasurer's Office
1010 -56th Street
Kenosha, WI 53140

Space Leased.

This Lease Agreement involves tax parcel 06-123-18-201-001, also known as 1301 85th Street, a grassy lot depicted in attached Exhibit One (1). Tenant shall have the right to occupy and use the lot. Tenant shall have the right to use the entire outside yard areas associated with the premises. Tenant may use the Job Center parking area up to 60 feet contiguous to the lot for parking as it desires. However, the Tenant

may only allow customer vehicles to park on the paved drives and paved parking areas, and shall not park customer vehicles on the grass area. Tenant may use any of its own vehicles needed on the grass only as necessary and exercise care not to damage the grass or surface.

Personal Property Tax, Real Estate Tax and other Taxes

A. Kenosha County is a tax exempt Wisconsin municipal corporation. If Tenant is a tax exempt organization, (under US Tax Code Sec. 501c 3 or otherwise) or becomes tax exempt prior to August 1, 2022, then it is believed by the parties that no real estate tax will be due. However, if any real estate taxes are required to be paid, or any other tax is required of Landlord, due to the rental of this property herein, the obligation the pay such tax will be entirely upon the Tenant as a payment in addition to the rent due under this lease. Tenant agrees to notify Landlord within 14 business days of receiving any decision of a taxing authority that such property is subject to a tax. Likewise, Landlord agrees to notify Tenant within 14 business days of receiving any decision of a taxing authority that such property is subject to a tax. Tenant agrees to pay all such taxes before they become delinquent, and to pay any late fees interest or penalties, in the event of failure to pay such taxes in a timely manner.

B. Landlord may, with a written 20 day notice to Tenant, require a deposit by Tenant to the Landlord of a sum sufficient to pay any real estate tax imposed upon such property. Failure to make such a deposit within 30 days of such notice would constitute a material breach of this agreement.

Hours of Operation

For reasons of security Tenant shall provide Landlord with the special hours of operation for premises. For normal operations, the hours will be from 8:30 a.m. to 6 p.m., Monday through Sunday.

Prohibited Uses

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing, selling, using, or giving a teaching lesson using, any explosives, flammables or other inherently dangerous weapon, substance, chemical, item, thing or device. Tenant shall not conduct or permit any illegal activities upon the premises. Tenant shall not obstruct ingress or egress to the Job Center, and shall not allow accumulation of debris. At the end of the lease term, lot shall be left in an orderly and clean condition

Sublease and Assignment

Tenant shall not have the right without Landlord's consent, to assign this Lease. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent. Landlord, in its sole discretion and judgment, may grant or withhold such consent.

Repairs

During the Lease term, Tenant shall make, at Tenant's expense, all repairs to the Leased Premises for repairs caused by the negligence of Tenant, or of Tenant's students or guests. All other necessary repairs shall be made by Landlord at Landlord's expense.

Alterations and Improvements

Tenant shall not make, nor permit to be made, alterations or improvement to the Premises, unless Tenant obtains the written consent of Landlord. Tenant shall not damage, disturb, remove or alter any trees, bushes, plants, grass, flowers or other vegetation on premises. If Landlord permits Tenant to make any alterations or improvements, Tenant shall make the same with requirements the Landlord considers necessary or desirable. Tenant shall promptly repair any damage to the Premises caused by any such alterations or improvements. Any alterations or improvements to the Premises, except movable office furniture or equipment and trade fixtures, shall become a part of the realty and the property of the Landlord and shall not be removed by the tenant.

Insurance/ Indemnity

If the Leased Premises is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the particular activities of each with the premiums thereon fully paid on or before due date. Such insurance policy shall be issued by a Company authorized to do business in Wisconsin and shall afford minimum protection of not less than $1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Upon request, each party shall provide proof of insurance to the other. Neither party shall cancel or amend the terms of such insurance, without providing the other party 30 days advance written notice.

Signs

Signs shall mean all manner of signs, posters, banners, and display materials of all kinds and description. Tenant shall have the right to place on the Leased Premises, at locations approved by Landlord, signs advertising its purpose which are approved in content by Landlord and permitted by applicable municipal or zoning ordinances, and any private restrictions. No other signs are permitted under this lease. Tenant shall repair all damage to the Leased Premises resulting from the installation or removal of signs installed by Tenant.

Additionally, Tenant shall not post, hang, erect, display or permit any political or campaign sign or message, nor any sign which advertises any private company or commercial product (except its own tree sale business).

Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours and given a 2 working days notice to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Notice of Vacate and Joint Inspection before Termination Date.

Tenant shall give written notice to Landlord at least thirty-days (30) prior to vacating the Premises at the end of the Lease Term or should funding cease and shall arrange to meet with landlord for a joint inspection of the Premises prior to vacating. In the event of tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purpose of determining Tenants responsibility for repairs and restoration.

Building Rules

Landlord shall have the right to create and amend reasonable rules and regulations necessary or desirable to insure the safety, care and cleanliness of the Premises and the preservation of order and safekeeping of the property. Any amendments to rules and regulations shall be set forth in writing, and shall be discussed with Tenant before being placed into effect.

Damage and Destruction

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

Maintenance Routine maintenance of grounds, including grass cutting, will be performed by Landlord. However, snow and ice removal will be the responsibility of the Tenant. Commercial garbage service will be the responsibility of the Tenant.

Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

INDEPENDENT CONTRACTOR:

Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between Kenosha County or its successors or assigns and Tenant or its successors or assigns. In entering into this lease,

and in acting in compliance herewith, Tenant is at all times acting and performing as an independent contractor, an independent business, duly authorized to perform the acts required of it hereunder.

Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord: Kenosha County Director of Public Works, Ray Arbet
19600 – 75th Street
Bristol, WI 53104

For reference- Phone (262) 857-1870

Tenant: James Stanton/Square Deal Trees LLC
W8444 Trillium Lane
Antigo, WI 54409

For reference- Phone (262) 496-5284

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Waiver

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Headings/Savings Clause

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease. If any part or portion of this agreement is deemed invalid or unenforceable by a court of law, it shall not affect the balance of the agreement, if any reasonable interpretation can be made to give the balance of the agreement lawful effect and enforcement.

Successors

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required under this Lease.

Compliance with Law

Tenant and Landlord each shall comply with all federal and State laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises. Likewise, Tenant and Landlord each shall comply with all other federal and state laws and administrative rules, orders, and local ordinances.

Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year written below.

Square Deal Trees LLC.

James Stanton 5-12-2022

By: Authorized Representative Date

Name & Title: Mr. James Stanton

County of Kenosha

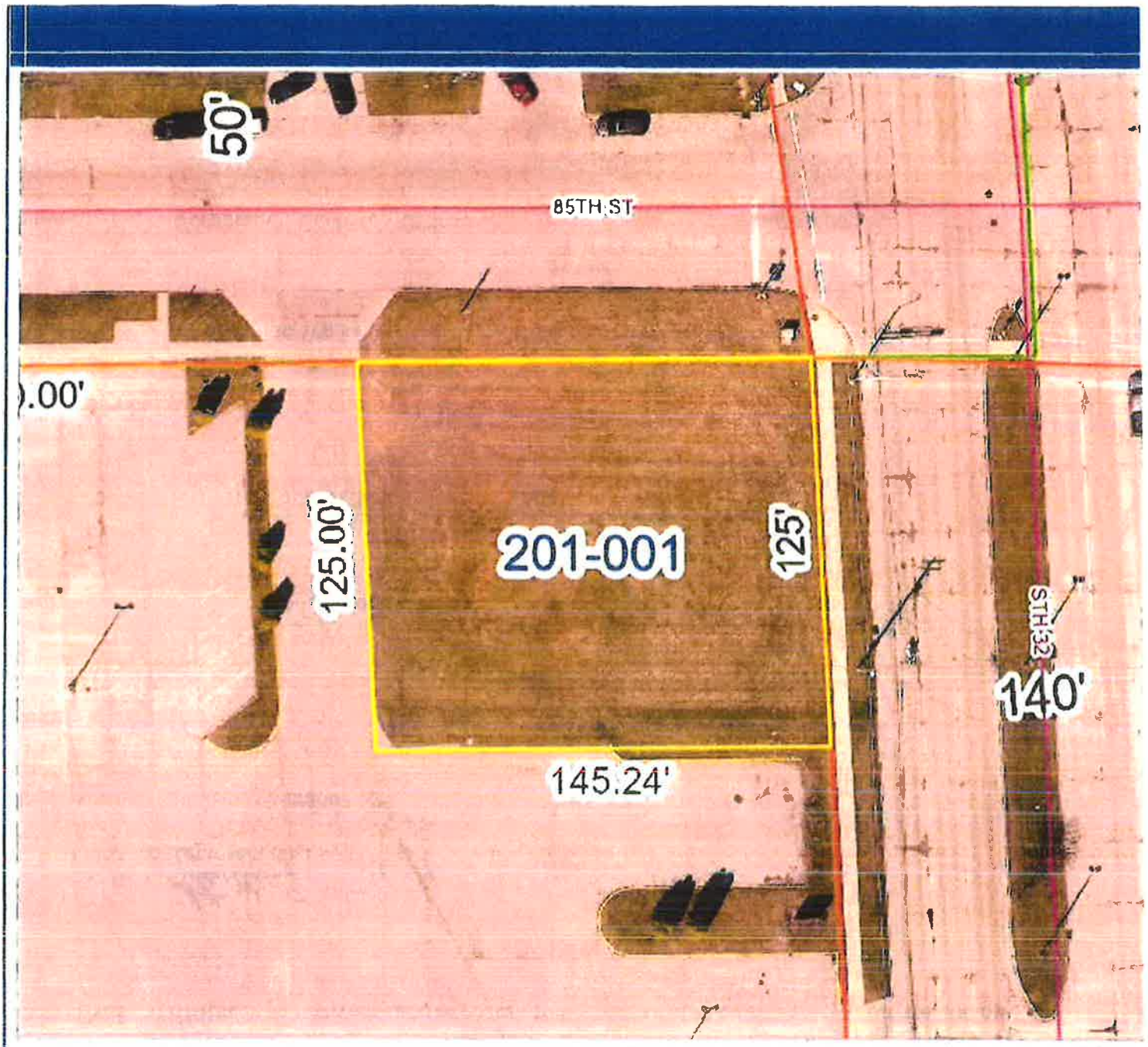
Samantha Kerkman, Kenosha County Executive Date

Regi Bachochin, Kenosha County Clerk Date

Recommended by:

Ray Arbet, Director of Public Works Date

Drafted by:
Kenosha County Corporation Counsel's Office



DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Exhibit One (1) Lot 201-001

ACORD

INSURANCE BINDER

OP ID: SM

DATE (MM/DD/YYYY): 3/25/2022

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY
Trottier Insurance Group
5320 Green Bay Rd
Kenosha, WI 53144
Jay H. Brown

PHONE (A/C, No, Ext): 262-652-7963 | FAX (A/C, No): 262-652-9146
CODE: 148226 | SUB CODE:
AGENCY CUSTOMER ID: SQUARED

INSURED
Square Deal Trees, LLC
W8444 Trillium Lane
Antigo WI 54409

COMPANY
West Bend Mutual Insurance

BINDER # 6553

EFFECTIVE Date	Time			Expiration Date	Time	
11/01/2022	12:01	X	AM / PM	12/25/2022	X	12:01 AM / NOON

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)
Christmas Tree Sales- Kenosha Open Lot
Location, Corner of 85th & Sheridan Road

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS: DEDUCTIBLE	COINS %	AMOUNT
PROPERTY — CAUSES OF LOSS: BASIC / BROAD / SPEC				
GENERAL LIABILITY — X COMMERCIAL GENERAL LIABILITY; CLAIMS MADE / X OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		$ 1,000,000
		DAMAGE TO RENTED PREMISES		$ 100,000
		MED EXP (Any one person)		$ 5,000
		PERSONAL & ADV INJURY		$ 1,000,000
		GENERAL AGGREGATE		$ 2,000,000
		PRODUCTS - COMP/OP AGG		$ 2,000,000
AUTOMOBILE LIABILITY: ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS		COMBINED SINGLE LIMIT		$
		BODILY INJURY (Per person)		$
		BODILY INJURY (Per accident)		$
		PROPERTY DAMAGE		$
		MEDICAL PAYMENTS		$
		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
				$
AUTO PHYSICAL DAMAGE — DEDUCTIBLE: COLLISION: / OTHER THAN COL.	ALL VEHICLES / SCHEDULED VEHICLES	ACTUAL CASH VALUE / STATED AMOUNT / OTHER		$
GARAGE LIABILITY: ANY AUTO		AUTO ONLY - EA ACCIDENT		$
		OTHER THAN AUTO ONLY: EACH ACCIDENT		$
		AGGREGATE		$
EXCESS LIABILITY: UMBRELLA FORM; OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		$
		AGGREGATE		$
		SELF-INSURED RETENTION		$
WORKER'S COMPENSATION and EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		$
		E.L. DISEASE - EA EMPLOYEE		$
		E.L. DISEASE - POLICY LIMIT		$
SPECIAL CONDITIONS/ OTHER COVERAGES: Indication of Coverage for 2022 Christmas Tree Sales. Coverage binder subject to City Of Kenosha authorization with Square Deal Trees, LLC. Coverage to be finalized once agreement is approved.		FEES		$
		TAXES		$
		ESTIMATED TOTAL PREMIUM		$

Name & Address

Kenosha County
1010 56th Street
Kenosha WI 53140

MORTGAGEE | X ADDITIONAL INSURED
LOSS PAYEE
LOAN #

AUTHORIZED REPRESENTATIVE
Stacey Mughano

 © ACORD CORPORATION 1993-2004

Kenosha County

MEMORANDUM

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

***COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA*: 06/21/2022**

***SUBJECT*: Resolution To Support The City Of Kenosha In Raising The Levy In Order To Add Ten Additional Police Officers And Six Additional Fire Fighters.**

***SUBMITTED BY*: Supervisor Andy Berg**

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

***ADDITIONAL INFORMATION (optional)*:**

KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: To support the City of Kenosha in raising the levy in order to add ten additional police officers and six additional fire fighters	
Original ☐ Corrected ☐ 2nd Correction ☐ Resubmitted ☐	
Date Submitted: 6/13/2022	Date Resubmitted:
Submitted By: Supervisor Andy Berg	
Fiscal Note Attached ☐	Legal Note Attached ☐
Prepared By: Andy Berg	Signature:

WHEREAS, the State of Wisconsin has imposed limits on town, village, city, and county property tax levies for the 2023 fiscal year under Wis. Stat. 66.0602; and

WHEREAS, Wis. Stat. sec 66.0602 limits the increase for the 2023 fiscal year to the local property tax levy, to no more than a percentage equal to the percentage change in equalized value due to new construction less improvements removed; which for the City of Kenosha is estimated by the Department of Revenue to be 2.654%; and

WHEREAS, the Common Council of the City of Kenosha, Kenosha County believes it is in the city's best interest to exceed the state levy limits as described above by a greater percentage than 2.654% as estimated by the Department of Revenue; and

WHEREAS, adding ten additional police officers with associated equipment will enhance the police department's response and preventative responsibilities; and

WHEREAS, adding six additional firefighter positions with associated equipment will enhance the fire department's response and preventative responsibilities; and

WHEREAS, raising the statutory levy limit will allow the City to enhance these protective services, which are essential to the health, safety, and welfare of the residents of the City of Kenosha; and

WHEREAS, over three quarters of the county residents rely on the equipment and services provided by both our police and fire; and

WHEREAS, Pleasant Prairie also voted to approve a referendum to add twelve firefighters and paramedics along with four police officers; and

WHEREAS, it is also the Kenosha County Board of Supervisor's responsibility to support measures that increase and improve services to our residents; and

WHEREAS, supporting the City of Kenosha only helps the entirety of the county because of added resources; and

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors does support the referendum and increase in the city tax levy for 2022 (to be collected in 2023) to exceed the state levy limit; and

BE IT FURTHER RESOLVED that Kenosha County Board of Supervisors supports the continued effort of any municipality within the borders of the county to bring the necessary resources of fire and police to the aid of our residents:

BE IT FURTHER RESOLVED that the County Clerk send a copy of this approved resolution to the City of Kenosha to show the support of the Kenosha County Board of Supervisors.

Respectfully submitted,

_____

Supervisor Andy Berg

DocuSign Envelope ID: 974F4D8A-747A-4FB8-BBB8-3A9683BAF98F

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 13, 2022** Planning, Development & Extension Education Committee meeting that have been filed in the Kenosha County Clerk & Kenosha County Planning & Development Offices for future consideration by the County Board.

1. **County of Kenosha**, 19600 75th St., Suite 122-1, Bristol, WI 53104 (Owner), **Ray Arbet, Kenosha County Dept. of Public Works**, 19600 75th Street, Suite 122-1, Bristol, WI 53104 (Agent), requesting a **rezoning** from A-2 General Agricultural Dist. to PR-1 Park-Recreational Dist. & B-5 Wholesale Trade & Warehousing Dist. on Tax Parcel #60-4-119-161-0302 & 60-4-119-161-0410 located in the NE ¼ of Section 16, T1N, R19E, Town of **Randall.**

2. **County of Kenosha**, 19600 75th St., Suite 122-1, Bristol, WI 53105 (Owner), **Donna M. Karow**, 36210 Bassett Rd, Burlington, WI 53105 (Owner), **Ray Arbet, Kenosha County Dept. of Public Works**, 19600 75th Street, Suite 122-1, Bristol, WI 53104 (Agent), requesting a **Certified Survey Map** on Tax Parcel #60-4-119-161-0302, 60-4-119-161-0121, 60-4-119-161-0102 & 60-4-119-161-0111 located in the NE ¼ of Section 16, T1N, R19E, Town of **Randall**.

3. **County of Kenosha**, 19600 75th St., Suite 122-1, Bristol, WI 53105 (Owner), **Ray Arbet**, **Kenosha County Dept. of Public Works**, 19600 75th Street, Suite 122-1, Bristol, WI 53104 (Agent), requesting a **Certified Survey** Map on Tax Parcel #60-4-119-161-0122, located in the NE ¼ of Section 16, T1N, R19E, **Town of Randall**.

4. **Perry Real Estate LLC**, 6505 368th Ave., Burlington, WI 53105 (Owner), Steven Perry, 6505 368th Ave., Burlington, WI 53105 (Agent), requests an **amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan)** from "Medium-Density Residential" to "Commercial" on Tax Parcel #30-4-220-144-0110, located in the SE ¼ of Section 14, T2N, R20E, Town of **Brighton**.

5. **Perry Real Estate LLC**, 6505 368th Ave., Burlington, WI 53105 (Owner), Steven Perry, 6505 368th Ave., Burlington, WI 53105 (Agent), requesting a **rezoning** from R-3 Urban Single-Family Residential Dist. to B-2 Community Business Dist. on Tax Parcel #30-4-220-144-0110, located in the SE ¼ of Section 14, T2N, R20E, Town of **Brighton**.

6. **Perry Real Estate LLC**, 6505 368th Ave., Burlington, WI 53105 (Owner), Steven Perry, 6505 368th Ave., Burlington, WI 53105 (Agent), requesting an amendment to an existing **Conditional Use Permit** to construct (2) outdoor volleyball pits in the B-2 Community Business Dist. on Tax Parcels #30-4-220-143-0650, 30-4-220-143-0660 & 30-4-220-144-0110 located in the S ½ of Section 14, T2N, R20E, Town of **Brighton**.

DocuSign Envelope ID: 974F4D8A-747A-4FB8-BBB8-3A9683BAF98F

7. **Final Finish LLC**, 2900 52nd St., Salem, WI 53168 (Owner), Dustin Hucker, 2900 52nd St., Salem, WI 53168 (Agent), requesting a **Conditional Use Permit** to allow an automotive detailer business in the B-5 Wholesale Trade & Warehousing Dist. on Tax Parcel #95-4-119-012-0720 located in the NW ¼ of Section 1, T1N, R19E, Town of Wheatland.

8. **Tabled Request of Shirley F. Kasperek Family Trust**, 4719 Town Rd., Salem, WI 53168-9234 (Owner), Deborah LaMeer, 4510 Town Rd., Salem, WI 53168-9234 (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" & "Non-Farmed Wetland" to "Farmland Protection", "General Agricultural & Open Land", "SEC" & "Non-Farmed Wetland" on Tax Parcel #30-4-220-331-0101, located in the NE ¼ of Section 33, T2N, R20E, Town of **Brighton**.

9. **Tabled Request of Shirley F. Kasperek Family Trust**, 4719 Town Rd., Salem, WI 53168-9234 (Owner), Deborah LaMeer, 4510 Town Rd., Salem, WI 53168-9234 (Agent), requesting a **rezoning** from A-1 Agricultural Preservation Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. to A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., C-2 Upland Resource Conservancy Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #30-4-220-331-0101, located in the NE ¼ of Section 33, T2N, R20E, Town of **Brighton**.

10. **Tabled Request of Shirley F. Kasperek Family Trust**, 4719 Town Rd., Salem, WI 53168-9234 (Owner), Deborah LaMeer, 4510 Town Rd., Salem, WI 53168-9234 (Agent), requesting a **Certified Survey Map** on Tax Parcel #30-4-220-331-0101, located in the NE ¼ of Section 33, T2N, R20E, Town of **Brighton**.

11. Approval of Minutes

12. Citizens Comments

13. Any Other Business Allowed by Law

14. Adjournment

Sincerely,

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

ANDY M. BUEHLER, Director
Division of Planning & Development

AMB:BF:aw

GL-13-22

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 Kenneth R Galton DATE 4/26/22

ADDRESS 12110 219th Ave
Bristol, WI 53104

TELEPHONE NUMBER: ~~Home:~~ Cell 224-715-4161

Work:

DATE & TIME OF ACCIDENT OR LOSS 4/18/22 @ approx 705 pm

LOCATION OF ACCIDENT County Hwy CJ - 2K' to 3K' east of Hwy 45

DESCRIPTION OF ACCIDENT OR LOSS Construction was being conducted to a culvert or drainpipe, and blacktop had been saw cut. This was Not marked/signed at the time I drove over this patch of road. I was heading ~~east bound~~ west bound on CJ due to the State Line detour, and was driving home with wifee from shopping. I was moving the speed limit, and did slow down for the patch, but the holes were just nasty and it was a startling/scary impact. → over

WITNESS: Name Stacy Galton

Address same —

Phone 847-650-3770

AMOUNT OF CLAIM (damages) $ 780.00 = $110 alignment + $450 tires + $200 Rim fix + $ ↓ balance

CLAIMANT'S SIGNATURE [signature]

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

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

RECEIVED
JUN 6 2022
@ 1:02 pm
REGI WALIGORA
COUNTY CLERK

I was shocked the tires didn't pop rite
there. It was also weird, because at 2
prior junctures on my detour travels on CJ,
similar construction projects/ black top cross-cuts
were pending east-ward towards MB (detour).
These were considerably smoother/graded
transitions between pavement/ ground under
repair. Bottom line, the front tires were
never, but the backs needed replaced. Can we
discuss compensaion for the front tire associated
damage (tires + bent rims) plus an allignment?

I am @ Salem Auto inlate
the new tires bedy

№ 65744

KENOSHA TIRE INC.

"We Keep Kenosha Rolling"

6005 - 75TH STREET • KENOSHA, WI 53142
Phone (262) 694-9000 • FAX (262) 694-0412

☒ FREE ROTATION EVERY 5,000 MILES FOR LIFE OF TIRES

MILEAGE 37,695

SOLD TO Ken Galton

PHONE (224) 715-4161

LIC. #

CAR #

INVOICE DATE 4/22/22

YOUR ORDER NO.

DATE SHIPPED	TERMS	SALESMAN	☐ OFF VEHICLE ☑ ON VEHICLE	POSITION RF LF RR LR	OUR ORDER NO.

QUANTITY ORDERED	QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	FED. TAX	UNIT PRICE & FED. TAX	TOTAL AMOUNT
4		245/35R19 General G-Max AS-05	225 00			900 00
2		Straighten wheels	100 00			200 00
	*	Both left side wheels were substantially Bent + Both Front tires had impact breaks. *				
4		☒ SPIN BALANCE	10 00			40 00

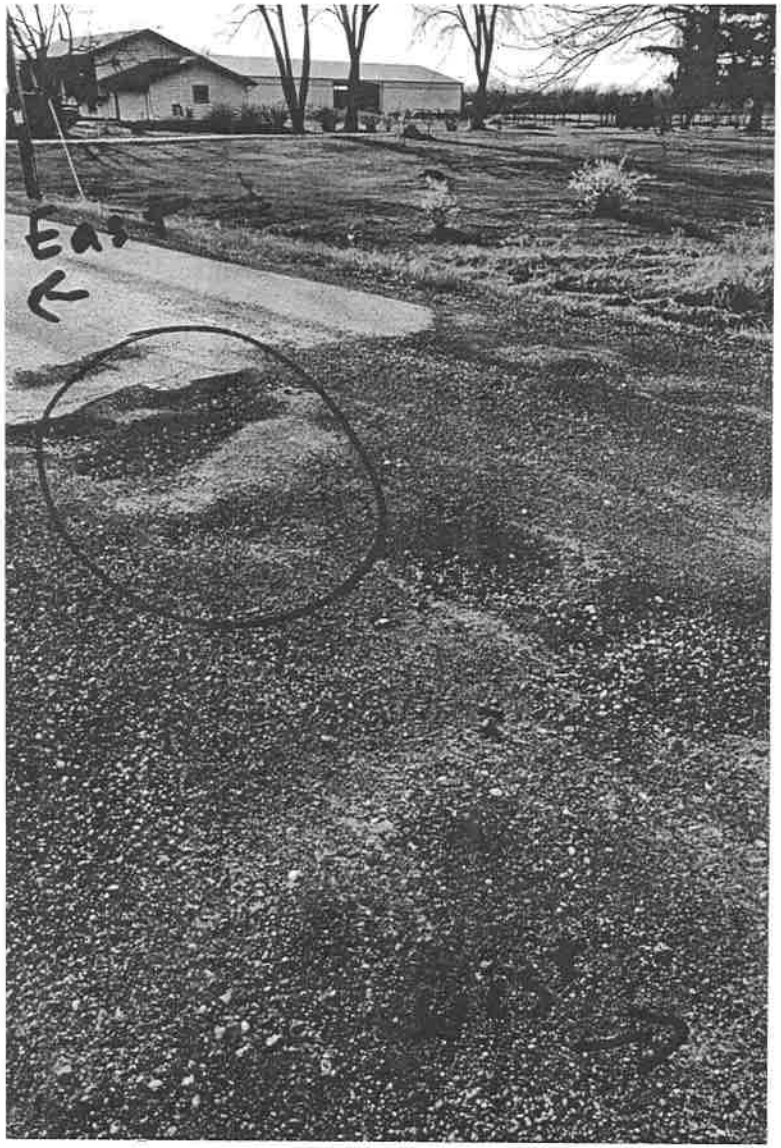
1½% INTEREST-SERVICE CHARGE on all invoices not paid within 30 days after first billing-18% PER ANNUM.

SUB-TOTAL	1140 00
WISCONSIN SALES TAX	62 70
TOTAL	1202 70
DOWN PAYMENT	
BALANCE DUE	1202 70

DATE

RECEIVED BY

Discover



KENOSHA TIRE
6005 75TH ST
KENOSHA, WI 53142

04/22/2022 15:09:09

CREDIT CARD

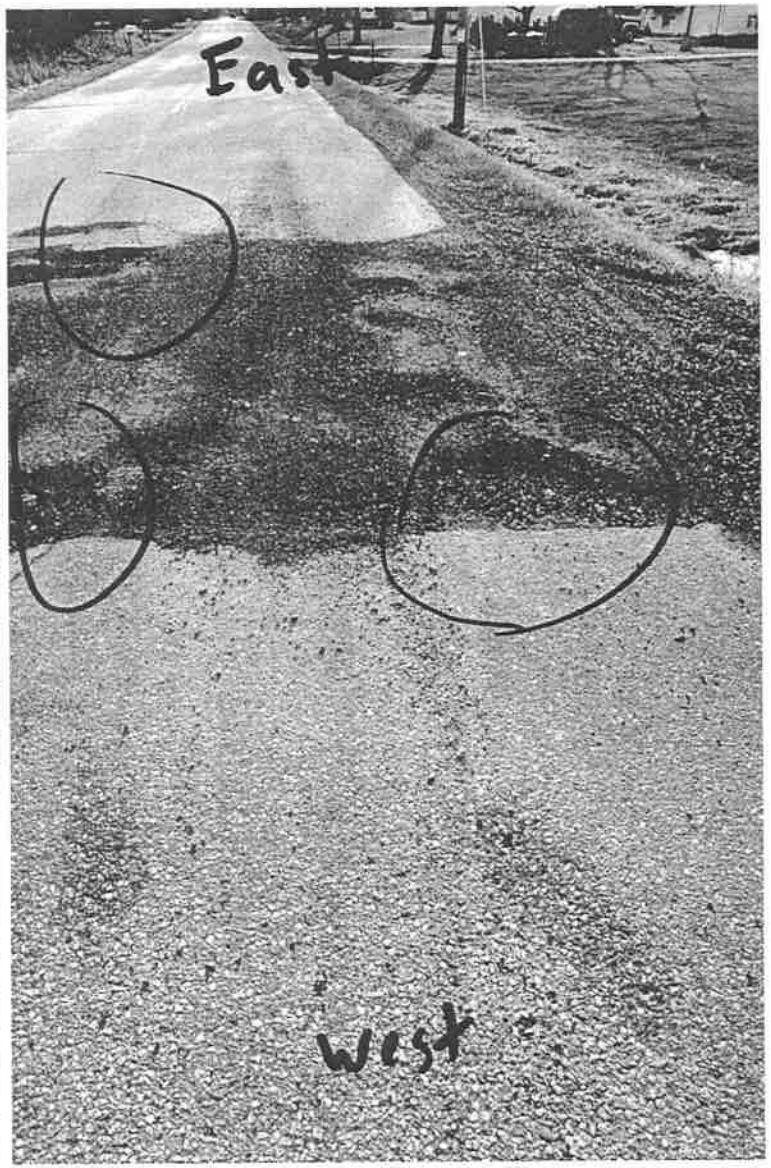
DISCVR SALE

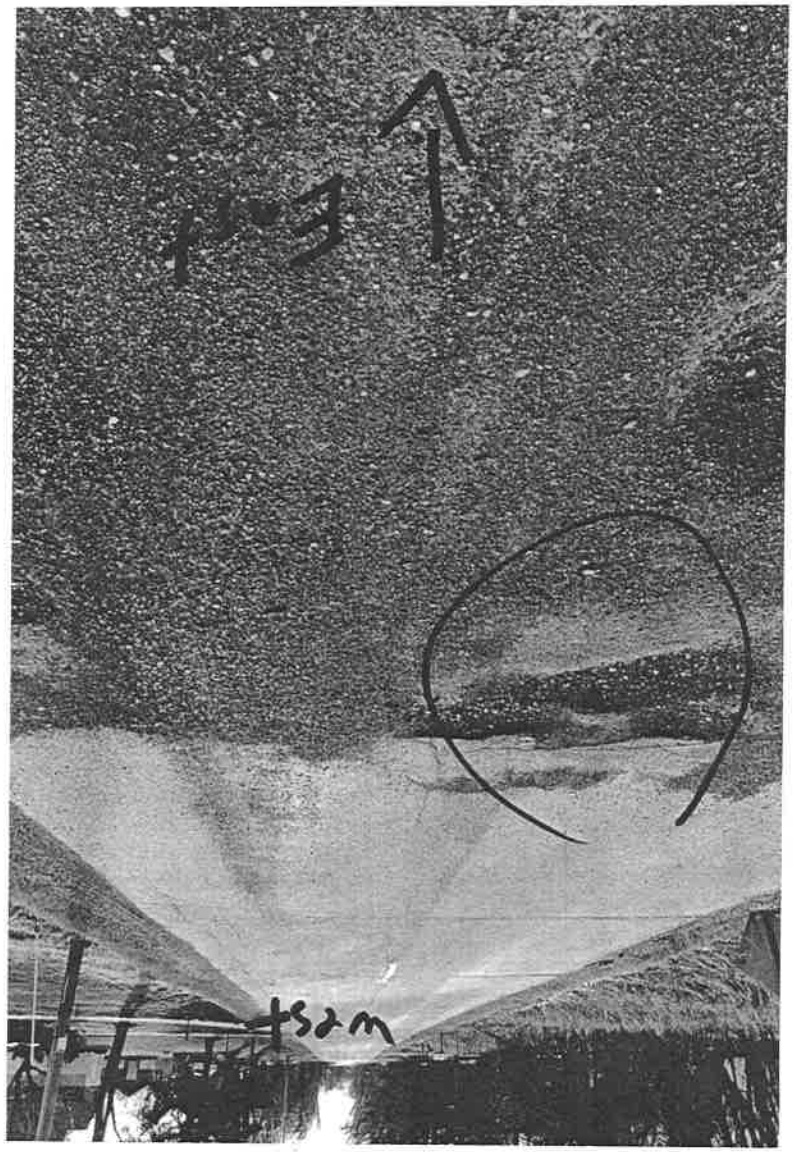
Card #	XXXXXXXXXXXX
Network:	DISCOVER
Chip Card:	Discover
AID:	A0000001523010
SEQ #:	17
Batch #:	70
INVOICE	17
Approval Code:	02223B
Entry Method:	Chip Read
Mode:	Issuer

SALE AMOUNT $1202.70

Thank you for your business!

CUSTOMER COPY


East
west


+52m

GL-14-22

CADE LAW GROUP

RECEIVED
JUN 14 2022
REGI WALIGORA
COUNTY CLERK

NATHANIEL CADE, JR.
nate@cade-law.com
www.cade-law.com

June 10, 2022

VIA CERTIFIED MAIL TO ALL:

Samantha Kerkman
County Executive, Kenosha County
1010 56th Street
Kenosha, WI 53140
7021 0950 0001 4446 7972

Joseph Cardamone III, Esq.
Kenosha County Corporation Counsel
912 56th Street
Room LL13
Kenosha, WI 53140
7021 0950 0001 4446 7989

David G. Beth
Sheriff, Kenosha County
1000 55th Street
Kenosha, WI 53140
7021 0950 0001 4446 7996

Regi Waligora
Clerk, Kenosha County
1010 56th Street
Kenosha, WI 53140
7021 0950 0001 4446 8009

Re: Formal demand for mediation and Notice of Claim

Dear Executive Kerkman, Sheriff Beth, Corporation Counsel Cardamon and Clerk Waligora:

My office, along with Kimberley Motley of Motley Legal Services, has been retained to represent Justin Blake and his recent interaction on April 25, 2021 with the Kenosha Sheriff's Department. Please send all future correspondence to my attention.

As noted, Mr. Blake, who is the uncle of Jacob Blake, along with two other men, held a silent protest outside of the Public Safety Building in Kenosha, protesting Jacob Blake's shooting. Mr. Blake was arrested around 10:00 p.m., purportedly for disorderly conduct, and subsequently for obstruction of a police officer.

Despite the fact that members of the Kenosha Sheriff's Department knew who Justin Blake was, and that he was the uncle of Jacob Blake, Justin Blake was placed in an emergency restraint chair in excess of **six hours** for failing to provide his name (which likely serves as the basis for the obstruction charge). However, emails and other documents obtained through open record requests reveal that members of the Department, as well as the District Attorney's Office, were fully cognizant as to Mr. Blake's identity. At no point did Mr. Blake resist his arrest, attempt to escape or cause injury to himself or others. Thus, there was no basis for him to be placed in the restraint chair, other than as a means of punishment for exercising his First Amendment Right to Protest, and his Fifth Amendment Right to remain silent.

As a result of the illegal arrest and subsequent restraint, Mr. Blake has suffered injury, of which we will seek compensation of at least $1 million dollars.

P.O. BOX 170887, MILWAUKEE, WISCONSIN 53217
(414) 255-3802 (o) (414) 255-3804 (f)

RECEIVED
2022 JUN 1 P 1:01

This letter will serve both as a formal demand to Kenosha to mediate this blatant disregard of Mr. Blake's civil rights, as well as a Notice of Claim. If a positive response to mediate this matter, likely with a retired federal judge, is not received **on or before July 1, 2022**, Mr. Blake has authorized us to file a federal civil rights lawsuit against Kenosha County and its agents

We await your prompt response to this demand to mediate.

Very truly yours,

CADE LAW GROUP LLC

Nathaniel Cade, Jr.

MOTLEY LEGAL SERVICES
Kimberley Cy. Motley
2206 Bonnie Butler Way
Charlotte, North Carolina 28270

NC:cn

cc: Mr. Justin Blake