

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COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 5th of July 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
 - Tim Stocker To Serve On The Library System Board

Documents:

TIM STOCKER - 2022 PACKET_REDACTED.PDF

 Sgt. Christopher Hannah To Serve On The Kenosha County Local Emergency Planning Committee

Documents:

SGT. CHRISTOPHER HANNAH PACKET_REDACTED.PDF

Sgt. Christopher Hannah To Serve As Director Of Emergency Management

Documents:

EXECUTIVE ORDER SJK 2022-7 - SGT. CHRISTOPHER HANNAH INTERIM PDF

H. OLD BUSINESS

Policy Resolution - Second Reading, Two Required

 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

I. NEW BUSINESS

Policy Resolution - First Reading, Two Required

 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

 From Supervisor Thomas And The Finance/Administration Committee – A Resolution Prohibiting The Acceptance Of Grants Or Donations From Non-Governmental Entities For Purposes Of Funding The Administration Of Elections

Documents:

SUPERVISOR THOMAS - RES PROHIBITU THE ACCEPT OF GRANTS OR DONATIONS FROM NON-GOV ENTITIES FOR ELECTIONS.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

 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

 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

 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

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

Documents:

07-13-2022 COMMUNICATIONS.PDF

12. Communication From The Finance & Administration Committee - A Resolution Authorizing And Providing For The Issuance Of Not To Exceed \$14,645,000 General Obligation Promissory Notes; Providing For The Notification And Sale Of Said Notes; And Other Related Details

Documents:

2022 COUNTY BOARD COMMUNICATIONS FORM 2022 - AUTHORIZING RESOLUTION NOTES PDF

13. Communication From The Finance & Administration Committee - A Resolution Authorizing And Providing For The Issuance Of Not To Exceed \$6,490,000 General Obligation Highway Improvement Bonds; Providing For The Notification And Sale Of Said Bonds, And Other Related Detail

Documents:

2022 COUNTY BOARD COMMUNICATIONS FORM 2022 - AUTHORIZING RESOLUTION BONDS.PDF

 Communication From The Finance & Administration Committee - Advisory Levy Resolution

Documents:

2022 COUNTY BOARD COMMUNICATIONS FORM 2022 - ADVISORY LEVY.PDF

15. Communication From Cpt. Horace Staples, Detentions Commander - A Resolution For NaphCare Inc., Second Amendment Health Service Agreement

Documents:

16. Communication From Lt. Steve Beranis, Bomb Squad Commander - A Request For A Budget Modification For Homeland Security ALERT Bomb & Communications Grant

Documents:

COUNTY BOARD COMMUNICATIONS FOR HS ALERT GRANT.PDF

K. CLAIMS

5. Kenneth Galton - Vehicle Damage

Documents:

GALTON.PDF

6. Justin Blake - Personal Injury

Documents:

BLAKE.PDF

7. Joseph McBee - Vehicle Damage

Documents:

MCBEE.PDF

- L. Approval Of The June 7, 2022, And June 21, 2022, Minutes By Supervisor Belsky
- M. Adjourn

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 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.

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Name: //			S	Tocker	
	First	Middle Initial (opt	ional)	Last	
*Residence Ad	dress:			·la	
Occupation:	Retro	d			
	Comp	oany	Title		
*Business Adda	ress:				
*Telephone Nu	mber: Resid	lence	*Busines	s	
*Daytime Telep	hone Numbe	er:	- 7-, C	<u>://.</u>	
*Email Address	3; ,	+1, -,	\$	<u></u>	,
Name of the Co	mmission, C	Committee or Board 1	for which you are	e annivino:	S.
		ten board			
Personal Statem the Commission needed, please a	nent: Please in, Committee attach a separ	indicate why you be e or Board for which rate sheet.	lieve you would you are applyin	g. If more spa	ace is
I w	rould li	ke to uge	my educa	calion	a No
exp	eric nce	to servi	e our	commi	unity.

Kenosha County Cor Appointment Profile	nmissions, Committees - Page 2	s & Boards
Additional Information	<u>on</u> :	3
Nominae's Synanica	m Pintin 14	
Nominee's Superviso	ry District:	***************************************
Special Interests: Ind but may not have bee	licate organizations or a actively involved.	activities in which you have a special interest
Do you or have you d past 5 years? Yes	one business with any No \(\) If ye	part of Kenosha County Government in the es, please attach a detailed explanation.
Affiliations: List affi charitable groups, lab board or staff affiliation	or, business or professi	roups, public service organizations, social or ional organization, and indicate if it was a
Governmental Service	es: List services with a	ny governmental unit.
appointee, to have a methat may come under the committee. A committee on any motion where	nember of your immedi the inquiry or advice of ttee member declared i "direct involvement" ha and/or Kenosha Count	ate for you, as a current or prospective late family directly involved with any action of the appointed board, commission, or an conflict would be prohibited from voting and been declared and may result in the sty. Signature of Nominee
		6-6-202Z Date
Please Return To:	Kenosha County Exect	utive

Kenosha, WI 53140

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 2022/23-07

RE: KENOSHA COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

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

Sgt. Christopher Hannah 1000 55th Street Kenosha, WI 53140

to serve a three-year term on the Kenosha County Local Emergency Planning Committee beginning immediately upon the confirmation of the County Board and continuing until the 1st day of July, 2025 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Sgt. Hannah will serve without pay. Sgt. Hannah will be succeed Lt. Horace Staples.

Respectfully submitted this 27th day of June, 2022.

Sincerely,

Samantha Kerkman

Kenosha County Executive

COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

<u>APPOINTMENT PROFILE</u> KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

(Please type or print)

Information marked with an * will be redacted before this form is publicly posted.

Name:	Christopher	В	Hannah
	First	Middle Initial (option	nal) Last
*Reside	ence Address:		
Оссира	tion: Kenosha	a County Sheriff's Department	Sergeant
		Company	Title
*Busine	ess Address:		
*Telepł	none Number:	Residence	*Business
*Daytin	ne Telephone	Number:	
*Email	Address:		
Name o	of the Commis	sion, Committee or Board for	which you are applying:
Kenosha	County Director of	of Emergency Management	

<u>Personal Statement:</u> 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 be a valuable addition in the position of the Director of Emergency Management as I have been a law enforcement officer for over twenty years serving in various roles. I have worked as a patrol officer, a front-line supervisor, the assistant deputy director, and for the past few years as the deputy director of Kenosha County Sheriff's Emergency Management. During this time, I have been able to supplement these roles with education and training in professional development, emergency management, and law enforcement.

I have displayed an ability to work on accomplishing goals and tasks in cooperation with others from the public, private sector partners, and other agencies that participate in emergency operations within Kenosha County. There have been many events that have taken place in Kenosha County in which I have participated. These include severe storms, tornadoes, large-scale power outages, special dignity events, civil unrest, protests, large-scale training exercises, and numerous high-profile crime scenes. I also have had experience in communicating effectively with members of the media and the public as the Public Information Officer at the Kenosha County Sheriff's Department.

My education, training, and experiences allow me to continue to manage the Kenosha County Sheriff's Division of Emergency Management in a way that will promote the participation of all in the coordination and implementation of emergency operations within Kenosha County.

Kenosha County Co Appointment Profile	mmissions, Committe e - Page 2	ees & Boards
Additional Informat	ion:	
Nominee's Supervis	ory District:	
	dicate organizations of en actively involved.	or activities in which you have a special interest
None		
Do you or have you past 5 years? Yes	done business with ar	ny part of Kenosha County Government in the yes, please attach a detailed explanation.
Affiliations: List af charitable groups, la board or staff affilia	bor, business or profe	groups, public service organizations, social or ssional organization, and indicate if it was a
I am a member of the member of Kenosha (Wisconsin Emergency County Fair Sales Team	Management Association (W.E.M.A.). I am also a
Governmental Servi	ces: List services with	h any governmental unit.
appointee, to have a that may come under committee. A common any motion where	member of your immer the inquiry or advice hittee member declared	oriate for you, as a current or prospective ediate family directly involved with any action of the appointed board, commission, or d in conflict would be prohibited from voting had been declared and may result in unty.
	จ	Sgt. Christopher Hannah Signature of Nominee
		06/28/2022 Date
Please Return To:	Kenosha County Ex 1010 – 56th Street	recutive

Kenosha, WI 53140

(For Office	ce Use Only)
Appointed To: Commission/	Committee/Board
Term: Beginning	Ending
Confirmed by the Kenosha County Board o	on:
New Appointment	Reappointment
	Previous Terms:

Samantha Kerkman, County Executive

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

ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2022/23-08

RE: DIRECTOR OF DIVISION OF EMERGENCY MANAGEMENT

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

Sgt. Christopher Hannah 1000 55th Street Kenosha, WI 53140

to serve as the Director of the Division of Emergency Management. Sgt. Hannah will succeed Lt. Horace Staples.

Sgt. Hannah has more than 20 years of experience in law enforcement as a patrol officer, front-line supervisor, assistant deputy director and as deputy director of the Kenosha County Sheriff Division of Emergency Management.

Respectfully submitted this 27thth day of June, 2022.

Samantha Kerkman Kenosha County Executive

Somula Kerkman



KENOSHA COUNTY

BOARD OF SUPERVISORS

ICSOIGHOII I 10.	Reso	lution	No.		
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A resolution to amend 2011 Resolution 63			
Original	Corrected []	2nd Correction [x]	Resubmitted
Date Submittee	l: 5/23/2022	Date Resubmitted: 6/6/202	2
Submitted by: Erin Decker			
Fiscal Note Att	ached []	Legal Note Attached [A	greement
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, Charperson				
Zack Stock, Vice Chairperson				
				X
Supervisor Laura Belsky Supervisor Agran Korony	X			
Supervisor Aaron Karow				X
Supervisor John O'Day				X
Supervisor Tim Stocker Supervisor Brian Thomas				
Aufter 1904 Dilati House				

Respectfully Submitted, JUDICIARY AND LAW ENFORCEMENT COMMITTEE

1177	Aye	<u>No</u>	Abstain	Excused
Supervisor Zach Rodriguez, Chair	×			
Supervisor Zact Kottriguez, Chair				
Supervisor Brian Bashaw, Vice Chair	R			
Supervisor Laura Belsky, 2nd Vice/Chair		×		
Supervisor Mark Nordigian	×	/		
Erin Decker Supervisor Erin Decker	W	a		
Supervisor John Franco				
Supprising Jeff Wamboldt	×			



KENOSHA COUNTY

BOARD OF SUPERVISORS

Policy Resolution No _____

A resolution to repeal 1996 Policy Resolution 12 and adopt a policy regarding Kenosha County Department and Division Heads			
Original [x] Corrected [] 2	and 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

Pg. 2

Submitted by: Supervisors Decker and Rose

$\Omega \Lambda \Omega$.	
Signature: 1000	Signature:
Supervisor MOOLE	Supervisor
Signature:	Signature:
Supervisor BRITAN S. BAGHAN	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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	Excused
Terry Rose, Chair	X			
Dave Geertsen, Vice Chair	4			
John Poole	*			
Tun Dacker Erin Decker	$\nearrow\!$			
Tim Stocker	Ø			
Brian Bashaw	4			
William Grady		×		



KENOSHA COUNTY BOARD OF SUPERVISORS

Reso	lution N	Vo.			

Subject:					
A RESOLUTION PROHIBITTING THE ACCEPTANCE OF GRANTS OR DONATIONS FROM NON-GOVERNMENTAL ENTITIES FOR PURPOSES OF FUNDING THE ADMINISTRATION OF ELECTIONS					
Original [x] Resubmitted []	Corrected []	2nd Correction []			
Date Submitted: 6/1/202	22	Date Resubmitted:			
Submitted by: Superviso	or 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

	<u>Aye</u>	Nay	<u>Abstain</u>	Excused
Terry Rose, Chair	Ä			
Dave Geertsen, Vice Chair	10			
John Poole	#			
Erin Decker	×			
Tim Stocker	M			
Brian Bashaw				
William Grady				

KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO._____

Subject: Resolution to approve the appointme Brookside Board of Trustees	ent of Chairm	an Ga	be Nudo	to the		
Original ⊠ Corrected □	2nd Correction		Resubmit	ted 🗆		
Date Submitted:	Date Resubmitt	ed:				
Submitted By:						
Human Services Committee						
Fiscal Note Attached □	Legal Note Atta	ched 🗆				
Prepared By:	Signature:	1				
John T. Jansen	John 1	fore	len			
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 RESOL confirms the appointment of Chairman Gab appointment shall be effective immediately until a successor is appointed by the Count Board of Supervisors. Chairman Nudo will Supervisor David Celebre.	e Nudo to the E and continue u y Executive and	Brooksi ntil the d confir	de Board o 2nd Day o med by the	of Trustees. of January 2 e Kenosha (This 023, or County	
HUMAN SERVICES COMMITTEE:	<u>Aye</u>	Nay	<u>Abstain</u>	Excused		
Ambada Nadwaski. Shairean						
Amanda Nedweski, Chairman						
Tim Stocker, Vice Chairman						
Dave Geertsen						
Jeff Gentz D Kul Di						
Ed Kubicki	—		_			
Zach Stock	4	Ш	П	Ц		
Monica Yuhas						
Monica Yuhas						

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: GABRIE	EE	NUDO
First	Middle Initial (opti	onal) Last
*Residence Address:	6410 - 53	AVL
Occupation: R	ETIRED Company	Title
*Business Address:		
*Telephone Number: I	Residence 262 - 620 - 2	574 *Business
*Daytime Telephone N	umber: 262-620-2	574
*Email Address: _ ga	bemudo e KEN	OSHA COUNTY, ORG
Name of the Commission	on, Committee or Board fo	or which you are applying:
BROOKSIDE	BOARD OF T	TRYSTEES
the Commission, Comm	nittee or Board for which	ieve you would be a valuable addition to you are applying. If more space is s comm. Here on of procedures onn, Here
very fam.	liar with	duties ount procedures
with regor	of to this a	ommittee
		9

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

Please Return To:

Kenosha County Executive

Email: County.Executive@kenoshacounty.org

1010 – 56th Street Kenosha, WI 53140

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 Sypervisor and	u.
Conflict Of Interest: It would be inappropriate for you, as a current or prospective Pears 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	ng as 1 chairme
embarrassment to you and/or Kenosha County.	
5-11-2-2 Date	



BOARD OF SUPERVISORS

RESOLUTION NO.____

Subject: Reque Board of Adjust	est to Approve the Appointment of ments.	Christopher Brown to the Ko	enosha County Zoning
Original	Corrected	2nd Correction	Resubmitted
Date Submitted:	June 21, 2022	Date Resubmitted:	
	Planning, Development & attension Education Committee		
Fiscal Note Atta	ached	Legal Note Attached	2 11
Prepared By: Divis	Andy M. Buehler, Director sion of Planning and Development	Signature:	Bueller
		0	
WHEREAS,	pursuant to County Executive A appointed Christopher Brown to Adjustments; and		
WHEREAS,	the Planning, Development & Prequest of the County Executive named to serve on the Kenosl recommending to the County Board	for confirmation of his app ha County Zoning Board	pointment of the above- of Adjustments and is

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.

Resolution – Brown BOA Appointment – Page 2

Approved by:

PLANNING, DEVELOPMENT				
& EXTENSION EDUCATION COMMITTEE	Aye	<u>No</u>	Abstain	Excused
Aaron Karow, Chair				
Daniel Gaschke, Vice Chair	ø			
Brian Bashaw				
Andy Berg				
John Franco	9			
Ed Kubicki				
John O'Day				

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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

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 reducted before this form is publicly posted.

Name:	Christopher	Allan	Brown				
	First	Middle Initial (optional)	Last			
*Reside	ence Address: R	edacted					
Occupa	tion: Slades Cor	ners Computer Repair,	LLC Owner				
	C	ompany	Title				
*Busine	ess Address: Re	dacted					
*Teleph	one Number: R	esidence Redacted	*Business	Redacted			
*Daytin	*Daytime Telephone Number: Redacted						
*Email	Address: Reda	eted					
Name o	f the Commissic	n, Committee or Boar	rd for which you are	e applying:			
Board of	Adjustments						
Persona	l Statement: Ple	ase indicate why you	helieve vou would	he a valuable addition to			

<u>Personal Statement:</u> 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.

Kenosha County Commissions, Committees & Boards Appointment Profile - Page 2						
Additional Information	on:					
Nominee's Superviso	ry 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 d past 5 years? Yes		part of Kenosha County Government in the es, please attach a detailed explanation.				
	or, business or profess	roups, public service organizations, social or ional organization, and indicate if it was a				
Vice- President, Twin L the Lakes Charity Gam		Business Association - Board Member, Con of				
		any governmental unit. partment - Former Planning Commission member				
appointee, to have a nathat may come under committee. A commit on any motion where	nember of your immed the inquiry or advice o ttee member declared	ate for you, as a current or prospective iate family directly involved with any action of the appointed board, commission, or in conflict would be prohibited from voting and been declared and may result in ty.				
		Christopher Allan Brown				
		Signature of Nominee				
		05/27/2022				
		Date				
Please Return To:	Kenosha County Exec 1010 – 56th Street	cutive				

Kenosha, WI 53140

e Only)
mittee/Board
Ending
ppointment
vious Terms:



BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: Requor of Adjustments		Robert Stoll to the Kenosha County Zoning Box	oard		
Original	Corrected	2nd Correction Resubmitte	ed 🗖		
Date Submitted	l: June 21, 2022	Date Resubmitted:			
	Planning, Development & xtension Education Committee				
Fiscal Note Attached		Legal Note Attached	1		
Prepared By: Divi	Andy M. Buehler, Director ision of Planning and Development	Signature: Chow M. Threller	7		
WHEREAS,	pursuant to County Executive Appointment 2022/23-05, the County Executive I appointed Robert Stoll to serve on the Kenosha County Zoning Board Adjustments; and				
WHEREAS,	request of the County Executive named to serve on the Kenosl	Extension Education Committee has reviewe for confirmation of his appointment of the alma County Zoning Board of Adjustments and the approval of the appointment.	bove-		

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.

Resolution – Stoll BOA Appointment – Page 2

Approved by:

PLANNING, DEVELOPMENT				
& EXTENSION EDUCATION				
COMMITTEE	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	Excused
Aaron Karow, Chair	D			
Daniel Gaschke, Vice Chair				
Brian Bashaw	D			
Andy Berg				Æ
John Franco	A			
Ed Kubicki				
John O'Day	M			

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

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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						
*Reside	ence Address:	Redacted	T.						
Occupation: Retired									
•		Company	Title						
*Busin	ess Address:								
*Telepl	none Number:	Residence	*Business						
*Daytir	ne Telephone	Number: Redacted							
*Email	Address: Rec	dacted							
Name of the Commission, Committee or Board for which you are applying:									
Zoning Board of Adjustments									

<u>Personal Statement:</u> 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.

Kenosha County Con Appointment Profile	nmissions, Committee - Page 2	s & Boards
Additional Information	on:	
Nominee's Superviso	ry District: Supervisor	Erin Decker
Special Interests: Ind but may not have bee	_	activities in which you have a special interest
Do you or have you d past 5 years? Yes		part of Kenosha County Government in the es, please attach a detailed explanation.
	or, business or profess	groups, public service organizations, social or sional organization, and indicate if it was a
I am a captain with the Rescue Squad	Randall Volunteer Fire	Department, and a member of the Twin Lakes
Governmental Service Chairman of the town of		any governmental unit.
appointee, to have a nathat may come under committee. A commit on any motion where	nember of your immed the inquiry or advice of ittee member declared	iate for you, as a current or prospective diate family directly involved with any action of the appointed board, commission, or in conflict would be prohibited from voting had been declared and may result in nty.
		Robert Stoll
		Signature of Nominee
		06/03/2022
		Date
Please Return To:	Kenosha County Exe 1010 – 56th Street	cutive

Kenosha, WI 53140

(For Offi	ice 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.

A resolution declaring Kenosha County a Second Amendment Sanctuary County					
Original [x l Corrected [J 2nd C	Correction Resubmitted				
Date Submitted: 5/9/2022 Date Resubmitted:					
Submitted by: Supervisors Decker and Poole					
Fiscal Note Attached Legal Note Attached Agreement					
Prepared by: Supervisor Erin Decker	Signature:				

WHEREAS, the Constitution of the United States is the Supreme Law of our nation, and;

WHEREAS, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the United States Constitution; reads "A well regulated Militia, being necessary to the security of a free state, the right of the people to keep and bear Arms, shall not be infringed," and;

WHEREAS, the Constitution of the State of Wisconsin, Article 1, Section 25, reads "The people have the right to keep and bear arms for security, defense, hunting, recreation or any other lawful purpose," and;

WHEREAS, the United States Supreme Court in *District of Columbia v. Heller*, 554 U.S. 570 (2008), affirmed an individual's right to possess firearms, unconnected with service in a militia, for traditionally lawful purposes, such as self-defense within the home, and;

WHEREAS, the United States Supreme Court in *McDonald v. Chicago*, 56 I U.S. 742 (2010), affirmed that the right of an individual to "keep and bear arms," as protected under the Second Amendment, is incorporated by the Due Process Clause of the Fourteenth Amendment against the states, and;

WHEREAS, the United States Supreme Court in *United States v. Miller*, 307 U.S. 174 (1939), opined that firearms that are part of ordinary military equipment, or with use that could contribute to the common defense are protected by the Second Amendment, and;

WHEREAS, the Right of the People to Keep and Bear Arms for the defense of Life, Liberty, and Property is regarded as an Inalienable Right by the Board of Supervisors of Kenosha County, Wisconsin, and;

WHEREAS, the People of Kenosha County, Wisconsin derive an economic benefit from all safe forms of firearms recreation, hunting, and shooting conducted within Kenosha County using all types of firearms allowable under the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, the Kenosha County Board, being elected to represent the People of Kenosha County are duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, the Kenosha County Board of Supervisors is concerned about the passage of any bill containing language which could be interpreted as infringing the rights of the citizens of Kenosha County to keep and bear arms under the 2nd Amendment, and;

WHEREAS, the Kenosha County Board of Supervisors wishes to express its deep commitment to the rights of all citizens of Kenosha County to keep and bear arms under the 2nd Amendment, and;

WHEREAS, the Kenosha County Board of Supervisors wishes to express opposition to any law that would unconstitutionally restrict the rights of the citizens of Kenosha County to keep and bear arms, and;

WHEREAS, the Wisconsin State Assembly and the Wisconsin State Senate, being elected by the People of the State of Wisconsin and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, any legislation considered by the Wisconsin State Legislature that would infringe upon the Right to Keep and Bear Arms and would ban the possession and/or use of any weapons including firearms, magazines, ammunition or body armor now employed by individual citizens of Kenosha County for their defense of Life, Liberty and Property, or for the purposes of hunting, recreation or other lawful purposes or would require a firearms owner I.D. card, or tax the possession of firearms or ammunition, or require the registration and/or confiscation of said weapons and ammunition within Kenosha County, Wisconsin; would be a violation of the Second Amendment of the United States Constitution and of Article 1, Section 25 of the Wisconsin Constitution;

NOW, THEREFORE, be it resolved that the Kenosha County Board of Supervisors hereby declares Kenosha County to be a Second Amendment Sanctuary County; and

BE IT FURTHER RESOLVED that the Kenosha County Board of Supervisors does hereby oppose the enactment of any legislation that would infringe upon the Right of the People to keep and bear arms and consider such laws to be unconstitutional and beyond lawful legislative authority.

Supervisor Erin Decker

Supervisor John Poole

LEGISLATIVE COMMITTEE:	<u>Aye</u>	<u>Nay</u>	Abstain	Excused
Brian Thomas, Chair				
John Poole, Vice Chair				
Amanda Nedweski				
Zach Stock				
Andy Berg				
Daniel Gaschke				
Monica Yuhas				

Kenosha County Administrative Proposal Form

1 Proposal Overview	
1. Proposal Overview Division: Facilities Department: Public Works	
Proposal Summary (attach explanation and required documents):	
This Resolution will allow a lease agreement between Kenosha Count	v and Causes Deel
Trees, LLC for sale of Christmas trees on a vacant lot owned by Keno	sha County
Specifically, it allows tree sales on the corner of Sheridan Road and 8	5th St. where such
sales have been occurring for many years through arrangement of a p	redecessor owner
Dept./Division Head Signature:	Date:
Print Name:	· · · · · · · · · · · · · · · · · · ·
2. Department Head Review	
Comments:	
Recommendation: Approval	
Recommendation: Approval Non-Approval	
Department Head Signature:	Date: 5-18-22
Print Name: Ray Arbet	Date: 378.22
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 Corpo	ration Counsel.
Recommendation: Approval Non-Approval	
- C (44	
Finance Signature:	Date: 5-18-22
Print Name: Patti Merrill	
4. County Executive Review	
Comments:	
Action: Approval Non-Approval	
Executive Signature:	
Print Name:	Date: 5/27/2022
Finit 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 Commi	ttee and the Public Works/Fa	cilities 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	5 3				
Zack Stock, Vice Chairperson					
Supervisor Laura Belsky	r.				
Supervisor Aaron Karow					
Supervisor John O'Day					
			1		
Supervisor Tim Stocker	4				
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 <u>1st</u> day of November, 2022, and end on the <u>26th</u> 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.

<u>Maintenance</u> 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.

Oulet 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

Square Deal Trees LLC

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.

oqual o cui i i cos ano.	
By: Authorized Representative	<u> 5-/3・303</u> ま Date
Name & Title: Mr. James Stanton	
County of Kenosha	
Samantha Kerkman, Kenosha County Executive	Date
Regi Bachochin, Kenosha County Clerk	Date
Recommended by:	
Recommended by.	
Ray Arbet, Director of Public Works	Date
D 0 11	
Drafted by:	

Kenosha County Corporation Counsel's Office



Exhibit One (1) Lor 201-001



INSURANCE BINDER

OP ID: SM

DATE (MM/00/YYYY)

3/25/2022

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJ AGENCY Trottler Insurance Group 5320 Green Bay Rd		West Bend Mutu		BINDER # 6553		
Kenosha, WI 53144		Oate EFFE	11110	Da	Expira	Time
Jay H. Brown		11/01/2022	12:01 X AM	12/25/	2022	X 12:01 AM
PHONE (A/C, No, Ext); 262-652-7963	FAX (A/C, No): 262-652-9146		1 1 1 1	1		NOON
CODE: 148226	SUB CODE:		ISSUED TO EXTEND COVERAGE OLICY #:			COMPANY
AGENCY CUSTOMER ID: SQUARED		DESCRIPTION OF OPER	ATIONS/VEHICLES/PROPERTY (Including Locat	ion)	
INSURED Square Deal Trens, LI W8444 Trillium Lana Antigo WI 54409	.c	Christmas Tree Sa Location, Corner	iles- Kenosha Open Lo of 85th & Sheridan Roa	it s		
COVERAGES				LIMI	re	
TYPE OF INSURANCE	COVERAGI	E/FORMS	DEDUCTIBLE	COINS %	15	AMOUNT
PROPERTY CAUSES OF LOSS BASIC BROAD SPEC				SOMO //		Amount
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X COMMERCIAL GENERAL LIABILITY			DAMAGE TO		\$	1,000,00
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SCHEDULED AUTOS			BODILY INJURY	and the second second	5	
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NON-OWNED AUTOS			MEDICAL PAYN		\$	
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					s	
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COLLISION:			STATED	TANOUNT	\$	
OTHER THAN COL.			OTHER		1	
GARAGE LIABILITY			AUTO ONLY - E	A ACCIDENT	s	
ANY AUTO			OTHER THAN A	UTO ONLY:		
			EAG	CH ACCIDENT	\$	
				AGGREGATE	\$	
EXCESS LIABILITY			EACH OCCURR		\$	
UMBRELLA FORM			AGGREGATE		s	
OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:		SELF-INSURED	RETENTION	s	
	*		WC STAT	UTORY LIMITS		
WORKER'S COMPENSATION			E.L. EACH ACCI	DENT	5	
EMPLOYER'S LIABILITY			E.L. DISEASE - E	A EMPLOYEE	\$	
Indiania - 1	****		E L. DISEASE - F		s	
PECIAL SUBJECT TO CITY OF Kenos	or 2022 Christmas Tree Sales, Cover ha authorization with Square Deal Tr	age binder ees, LLC.	FEES		\$	
THER Coverage to be finalized	or 2022 Christmas Tree Sales. Cover ha authorization with Square Deal Tr once agreement is approved.	TITAT PARTY L	TAXES		\$	
			ESTIMATED TO	TAL PREMIUM	\$	
lame & Address		MORTGAGEE LOSS PAYEE LOAN #	X ADDITIONAL INSURED			
Kenosha County		AUTHORIZED REPRESENT	ATIVE			
1010 56th Street		l _				
Kenosha Wi 5314	10	Stacus ?	rughano			
CORD 75 (2004/09)	NOTE: IMPORTANT STATE			PD CORPO	DATIC	N 4002 2004



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.
- 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 RandalI.
- 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 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**.
- 6. **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**.

- 7. 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 ½ 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,

July M. Lueller —5E5F88199951407...

DocuSigned by:

ANDY M. BUEHLER, Director Division of Planning & Development

AMB:BF:aw



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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 07/05/2022

SUBJECT: A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$14,645,000 GENERAL OBLIGATION PROMISSORY NOTES; PROVIDING FOR THE NOTIFICATION AND SALE OF SAID NOTES; AND OTHER RELATED DETAILS

COMMITTEE: Finance/Administration

SUBMITTED BY: Patricia Merrill

RESOLUTION TO BE PRESENTED AT Finance/Administration COMMITTEE ON 07/14/2022

ADDITIONAL INFORMATION (optional):



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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 07/05/2022

SUBJECT: A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$6,490,000 GENERAL OBLIGATION HIGHWAY IMPROVEMENT BONDS; PROVIDING FOR THE NOTIFICATION AND SALE OF SAID BONDS, AND OTHER RELATED DETAIL

COMMITTEE: Finance/Administration

SUBMITTED BY: Patricia Merrill

RESOLUTION TO BE PRESENTED AT Finance/Administration COMMITTEE ON 07/14/2022

ADDITIONAL INFORMATION (optional):



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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 07/05/2022

SUBJECT: ADVISORY LEVY

COMMITTEE: Finance/Administration

SUBMITTED BY: Patricia Merrill

RESOLUTION TO BE PRESENTED AT Finance/Administration COMMITTEE ON 07/14/2022

ADDITIONAL INFORMATION (optional):



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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 07/05/2022

SUBJECT: NaphCare Inc., Amendment to the Health Services Agreement

SUBMITTED BY: Captain Horace J. Staples

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional): NaphCare, Inc. requests a second amendment to the Health Services Agreement, which shall increase costs by \$29,566.67 per month until December 31, 2022. The additional charges reflect NaphCare's request to add 1.0 Director of Nursing 2.1 LPN Night Shift at KCDC to the staffing matrix. These positions are currently staffed without compensation to NaphCare, resulting in an operating deficit for them.



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

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 07/05/2022

SUBJECT: Budget Modification for Homeland Security ALERT Bomb Communications Grant

SUBMITTED BY: Lt. Steven Beranis – KSD- Bomb Squad Commander

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional): To accept \$4,500 of grant funds from the Wisconsin Emergency Management (Fed 97.067) - Homeland Security ALERT Bomb Communications Headsets. The awarding agency is not requiring a hard match for this award; therefore, no additional tax levy dollars are requested to implement this grant award.



COUNTY OF KENOSHA

COUNTY CLERK

Regi Bachochin

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

REGI WALIGORA COUNTY CLERK

Fax: (262) 653-2564
CX AYMAA CAYNICTE WENIOCHA COMINTEN
CLAIM AGAINST KENOSHA COUNTY
FULL NAME Kenneth R Galtondate 4/26/22
ADDRESS 12110 219th Ave
Bristol, WI 53104
TELEPHONE NUMBER: Home: Cell 224-715-4161
Work:
DATE & TIME OF ACCIDENT OR LOSS 4/18/27 @ apprx 705 pm
and the art and and
LOCATION OF ACCIDENT COUNTY Hay (J-2K'to 3K'east
of Hw 45
DESCRIPTION OF ACCIDENT OR LOSS CONSTRUCTION WAS BEING
conducted to a culter of drainpipe, and blacktor
had been sun cut. This was Not marked/signed at
the time I drove over this patch of road. I
was heading to 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 holeswere
just nasty and it was a startling/scary impact.
WITNESS: Name Stacy Gralton
Address Same -
Address
Phone 847-650:3770
TIME SUA SUAL AUSOLINE + 57 AN R. Frt
CLAIMANT'S SIGNATURE / bulga
Please attach receipts, estimates, and/or other supporting data to this form.
RETURN THIS FORM TO: KENOSHA COUNTY CLERK 1010 – 56 TH STREET
KENOSHA WI 53140

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gr.

KENOSHA TIRE INC. (3) "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

	j	·			MILEAGE	7,695
SOLD TO	Ken	Galton		_ PHONE	124) 715-	4161
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-		,		CAR #		
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KENOSHA TIRE 6005 75TH ST KENOSHA, WI 53142 04/22/2022

CREDIT CARD DISCVR SALE

XXXXXXXXXX DISCOVER Discover A0000001523010 Network:

Chip Card: AID:

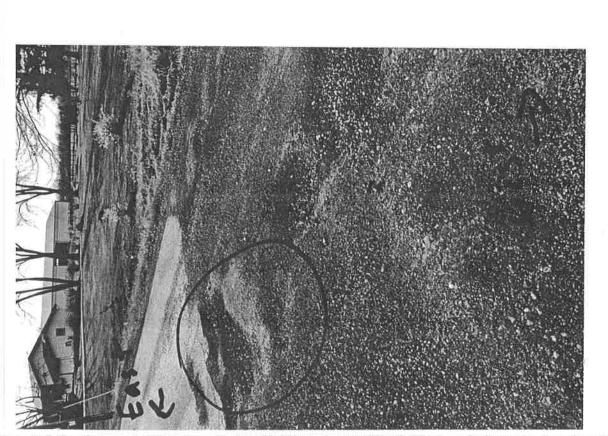
SEQ #: Batch #: INVOICE

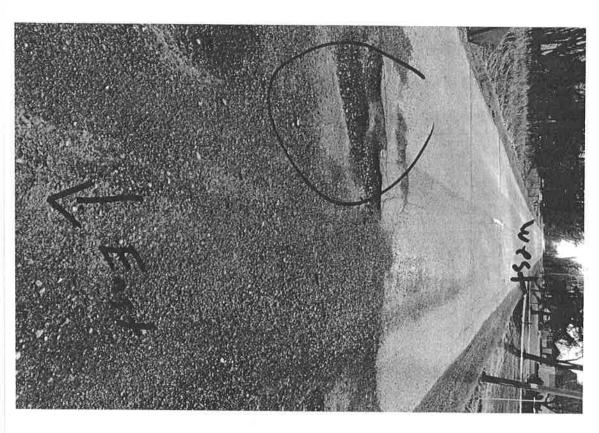
Approval Code: Entry Method:

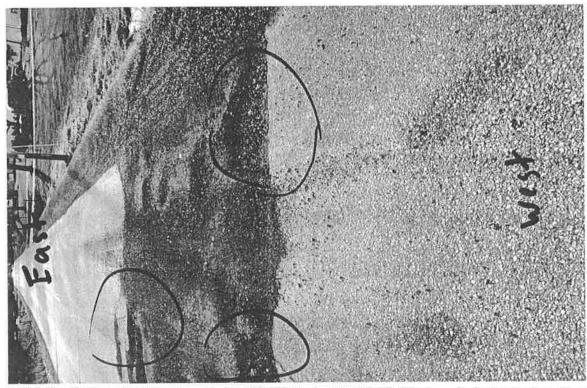
02223B Chip Read Issuer

Thank you for your business!

CUSTOMER COPY







GL-14-22

CADE LAW GROUP

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**

David G. Beth Sheriff, Kenosha County 1000 55th Street Kenosha, WI 53140 **7021 0950 0001 4446 7996** Joseph Cardamone III, Esq. Kenosha County Corporation Counsel 912 56th Street Room LL13 Kenosha, WI 53140 **7021 0950 0001 4446 7989**

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 <u>six hours</u> 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.



Hon, Samantha Kerkman David G. Beth, Sheriff Joseph Cardamone III, Esq. Regi Waligora, Clerk

Page 2

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

GL-15-22

TOUNTY ME	Coun	TY OF F	ENC	SHA			Y CLERK
A STATE	Regi Bachoch					Keno	0 - 56th Street sha WI 53140 (262) 653-2552 x: (262) 653-2564
JUN 2	1 2022					1 4.	1 (202) 000
		CLAIM	AGAINST	KENOSHA		1 . 10	
regi wa County	CLERK FULL NAME	Joseph	Mc	Bee	DATE_	10/17/2	2
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		Wank	esha,	W 5	3186	9167	
	TELEPHONE	11(01)1222	ome:	2ce2	.424	8152	
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	CLAIMANT	"S SIGNATURE th receipts, estim	ates and/	or other supt	orting data	to this form.	
	Please attac	HIS FORM TO:	KENOSH	A COUNTY	CLERK		
	KETUKIN I.		$1010 - 56^{11}$	STREET A WI 53140			
			INTERMOSIT	T ANT DOLLO			

Description of Accident or Loss:

I was travelling southbound in the left lane of I-94. Shortly before exit 342 for Highway 158, I hit a pothole in the middle of the lane and heard two loud pops. I was able to change lanes and pull over to the right shoulder of the highway. Upon inspection of my vehicle, I found that both front and rear tires and (at the time I thought just the front) wheel rim on the passenger side were shattered. The Kenosha County Sheriff's Office responded, and officer Kless (unit #299) informed me that there had been several other incidents with this same pothole and damage to other vehicles. Jensen Towing transported my vehicle to Kenosha tire. I opted to replace all four tires, which is shown on the receipt, but the total figure on the claim form includes half of the cost of the tires for the two that were damaged beyond repair. I had trouble locating a wheel rim for my vehicle but was eventually able to purchase one from Griffin Ford in Waukesha where my parents picked it up and drove it to me in Kenosha. After Kenosha Tire looked at my vehicle, they found that the rear wheel rim on the passenger side was also massively damaged and cracked and that the tire sensor also had to be replaced. They installed three new tires and one new wheel rim and put my spare tire on my vehicle, and I drove back to Waukesha where I purchased a second rim and tire sensor from Griffin Ford. They installed the fourth tire on the new wheel rim but were closing for the day, so I had to replace the spare with the new tire and rim that evening.

Enclosures:

- Kenosha County case information sheet
- Jensen towing receipt \$184.63
- Kenosha Tire receipt \$474.75 (for two tires)
- Griffin Ford receipt, first rim \$277.85 (excluding core deposit)
- Griffin Ford receipt for core deposit return
- Griffin Ford receipt, second rim and tire sensor \$432.00

COUNTY OF KENOSHA SHERIFF'S DEPARTMENT ☐ CITY OF KENOSHA POLICE DEPARTMENT

Kenosha County Public Safety Building 1000 55th Street • Kenosha, WI 53140

T -9 4 South 60cm I -9 4 South 60cm DATE: 5-24-22 NATURE OF CASE: Nails in good of pothole CASE NO. 2022 - 320411 REPORTING OFFICER'S NAME(S) / UNIT NO.(S):

Please keep this notice and additional information to it as it becomes known to you. Any inquiry to the law enforcement agency about your case will require the above Case Number.

DEPARTMENT PHONE NUMBERS: Sheriff's General Information	262-605-5100
Chariffe Investigation BUIGAU	202-003-0102
Police General Information	202-003-3200
Police Investigative Bureau	262-605-5203
Identification Bureau	262-605-5042
Property/Evidence	202-003-30-7
Records	262-605-5015
District Attorney's Office	262-653-2400
Kenosha City Attorney	262-653-4170

YOU MAY BE ENTITLED TO AN AWARD UP TO \$40,000 IN CRIME VICTIM COMPENSTATION MONEY FROM THE STATE OF WISCONSIN - AWARDS FOR THE VICTIMS OF **CRIMES 949.04.**

If you have suffered personal injury or a family member has suffered death due to: 1.) acting as an intervenor or good samaritan, 2.) as the innocent victim of certain crimes or an attempt to commit certain crimes, or 3.) as the innocent injured victim of a traffic accident caused by a drunk driver; you may be eligible for an award of money from the State of Wisconsin Crime Victims Compensation Act.

The second secon

Crime Compensation Awards WILL NOT cover property loss or expenses covered by insurance.

If you have questions about the Crime Victims Compensation Program or feel you may be eligible for an award, contact the Kenosha County Victim Witness Unit at 262-653-2408 or www.doj.state.wi.us/ocvs/office-crime-victim-services

VICTIM SUPPORT SERVICES Kenosha County Victim Witness Unit 262-653-2408

	Renostia County Victim Vitings	
	Kenosha Human Development Service Adult and Juvenile Crisis Intervention 24 Hour Crisis Line (local)	262-657-7188
,	Women and Children's Horizons, Inc. Advocating for Victims of Domestic and 24 Hour Crisis Line (local)	800-853-3503

J/S 144-15

JENSEN TOWING 24-HOUR ROADSIDE ASSISTANCE

5410 - 50th St. Kenosha, WI 53144 (262) 656-1100

2625 N. Green Bay Rd. Racine, WI 53404 (**262) 637-9508**

DATE 24 22 TIME AM REG HOURS INVOICE	Nº 217	384
ADDRESS CITY	STATE	ZIP
VEHICLE PRISCRIPTION COLOR IN		
MILEAGE		
VEHICLE LOCATION DAY SB 158	a IRUCIS	RECOVERY
TYPE OF SERVICE NEEDED:	r □ REPO □	FUEL CALL
REFERRED BY: PPPD KPD KCSD RPD RCSD W	SP MPPD ST	PD 🗗 CPD
EXTRA TIME: SWEEPING WINCHING R&R TRA		RE SERVICE HAFT/AXLE
TRANSPORTED BY: WHEEL LIFT SLING FLAT-BED FRT GO JACKS	□RR □U	nder lift
[PER DAY STORAGE	\$
TRK#	NUMBER OF DAYS	THE LAND OF STREET
TRLR#	TOTAL STORAGE	\$
Allusynes occurs of the	TOWING	150
	LABOR	
1	EXTRA TIME	
1 214/	MILEAGE	58
d 111	PARTS/TOLLS	
8	2ND TOW	
	CLEAN UP	
AE HERON.	PAPERWORK	
	FLATBED/DOLLIES	25
☐ Tep/porary Fix Only	WINCHING	
Cash Check#	PAYOUT CHARGES	
Credit Card Collect Charge on Account	FUEL SURCHARGE	/
DL# / CC#	_ SUBTOTAL	176
	TAX	: 705
x &	TOTAL	18463

ATTIRE INC. 100

6005 - 75TH STREET • KENOSHA, WI 53142 Phone (262) 694-9000 • FAX (262) 694-0412 FREE ROTATION EVERY 5,000 MILES FOR LIFE OF TIRES

Mc Bee **PHONE SOLD TO** LIC.# YOUR ORDER NO. OUR ORDER NO. POSITION INVOICE DATE OFF VEHICLE RR LR RF ON VEHICLE DATE SHIPPED & FED. TAX TOTAL AMOUNT TAX UNIT PRICE DESCRIPTION QUANTITY SHIPPED QUANTITY doly SPIN BALANCE SUB-TOTAL 11/2% INTEREST-SERVICE CHARGE on all invoices not paid WISCONSIN SALES TAX within 30 days after first billing-18% PROPORTANT: RE-TORQUE LUG NU TS TOTAL DATE AFTER 50 MILES DOWN BALANCE RECEIVED BY





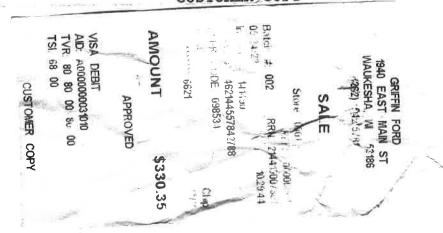
GRIFFIN FORD

1940 MAIN STREET
WAUKESHA, WI 53186
Parts Direct (262) 521-4151
Body Shop Parts Direct (262) 542-8058
Main Line (262) 542-5781
www.grlffinford.com

Motorcraft #

RETURN/REFUND POLICY: ALL RETURNS MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 20% RESTOCKING CHARGE. RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 30 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

TE ENTERED YOUR ORDER NO. DATE SHIPPED INVOICE DATE OF THE PROPERTY OF THE PRO		1141490	10:29
S ACCOUNT NO. 5001		PAGE 1 OF 1	
BRUCE MCBEE D WAUKESHA, WI 53186 T O (262)343-5616		7	No.
IIP VIA SLSM. B/L NO. DEAN VANDENBURG CASH	THE PROPERTY OF THE PROPERTY O	WAUKESHA, WI	
BB SHIP B.O. PART NUMBER DESCRIPTION 1 1 0 DS7Z*1007*H 4121BWHEEL CORE DEPOSIT		2 264.62 0 50.00	NO
			REFUNDS
	THE REPORT OF THE PROPERTY OF		OR EXCHANGES
			ON
			ELECTRICAL OR
CLAIMER OF WARRANTY: ALL PARTS AND ACCESSORIES ARE SOLD BY THE DEALERSHIP AS-IS. ANY		_	SPECIAL
RRANTIES ON THE PARTS OR PRODUCTS DESCRIBED ABOVE ARE THOSE OF THE MANDACIONER STRIBUTOR OF THE PARTS OR PRODUCTS. THE DEALERSHIP HERBY EXPRESSLY DISCLAIMS ALL STRIBUTOR OF THE PARTS OR PRODUCTS. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND	PARTS	314.62	ORDERED
NESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SAME. THE BEALEASHE WEITHING IN A RATHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE SAID PARTS OR PRODUCTS. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIFT SAID PARTS OR PRODUCTS. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIFT.	FREIGHT SALES TAX	0.00 15.73	PARTS.
PSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. THIS DISCLAMMENT IN THE FECTS THE PROVISIONS OF ANY MANUFACTURER OR DISTRIBUTOR WARRANTIES.	TOTAL	\$330.35	
CUSTOMER	COPY		







GRIFFIN FORD

1940 MAIN STREET

WAUKESHA, WI 53186

Parts Direct (262) 521-4151

Body Shop Parts Direct (262) 542-8058

Main Line (262) 542-5781

www.griffinford.com

Motorcraft Land

RETURN/REFUND POLICY: ALL RETURNS MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 20% RESTOCKING CHARGE, RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 30 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

ATE ENTERED		UR ÖRDER NO.	DATE SHIPPED 26 MAY 22	26 MAY		IVOICE UMBER	CM114	1490	13:00
S O L D T	BRUCE WAUKE	ACCOUNT MCBEE SHA, WI 53		S H I P T O		le d	PAGE	1 OF 1	4
SHIP VIA		ISLSM. B/L NO	: EAN VANDENBU	RG CASH		-	WAUKES		
WILL CA ORD SHU -1		PART NUMBER DS7Z*1007*		DESCRIPTION 21BCORE RE	264.	62 50.		-50.00	NO
			en e						REFUNDS OR
		54.000 C 12.000					1800		EXCHANGES ON
									ELECTRICAL OR
WARRANTIES O	N THE PARTS	OR PRODUCTS DESCRIBE	ORIES ARE SOLD BY THE DEA D ABOVE ARE THOSE OF THE DEALERSHIP HEREBY EXPRES	SLY DISCLAIMS ALL PA	ARTS			-50.00	SPECIAL ORDERED
FITNESS FOR A NOR AUTHORIZI OF SAID PARTS	ES ANY OTHE OR PRODUCT	R PERSON TO ASSUME FOR S. CUSTOMER SHALL NOT	IMPLIED WARRANTIES OF ME TO THE SAME. THE DEALERSH R IT ANY LIABILITY IN CONNEC BE ENTITLED TO RECOVER FF RITY, DAMAGES FOR LOSS OF	TION WITH THE SALE FF	IBLET EIGHT ALES TAX			0.00	PARTS.
			ENTAL DAMAGES. THIS DISC DISTRIBUTOR WARRANTIES.	LAIMEN IN NO WAT		TOTAL		\$-52.50	

**CREDICUSTOMER | COPY

VISA DEBIT AID: A0000000031010 TVR: 80 80 00 80 (TSI: 68 00 Invite # 1988 Trans ID: APPR CO Batch #: 05/26/22 **AMOUNT** **********6621 GRIFFIN FORD 1940 EAST MAIN ST WAUKESHA, W 53186 *(262) 542-5781 CODE: 063051 Store: 0001 REF#: 00000003 nn4 RRN: 214548210695 13:0129 CUSTOMER COPY 302146648901985 RETURN **APPROVED** 8 53186 \$62.50 Chip */**

Repair Order Detail - Internal Copy

RO Number: 295267

RO Status: CLOSED

Customer: MCBEE, JOE

Phone(s): Contact: (262)424-8152

Vehicle:

Mileage: 78,001

Service advisor: 2255

Tag number: T983.

Main: (262)424-8152

2014 FUSN

Payment type: CC

Promised time: 07:00 PM

Promised date: 05/24/2022

Click to View Cust Copy

Cell:

Waiter: No

Estimate: 0.00

Customer Comments: No

 REPLACE 1 TIRE - EX1 C	REPLACE 1 TIRE - DOT	0.30	27.49
Tech(s): 453 DS7Z*1007*H 9L3Z*1A189*A 9L3Z*1700*A 381.19 Lbr:	NUMBER 1 WHEEL ASY 1 KIT - TPMS SENSO 1 KIT - VALVE 27.49 Other:	OR 0.00 Total Line A:	264.62 103.02 13.55 408.68

_	
Customer Pay	27.40
Labor	27.49
Parts	381.19
	0.00
Lube	0.00
Sublet	
Miscellaneous/Shop Charge	2.75
	0.00
Deductible	411.43
Total Charges	
Less Insurance/Adjustment	0.00
	20.57
Sales Tax	432.00
Total	702.00

Dogo 4 Crostodi DEI4E/2002 04:20-20 DM