

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BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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

Documents:

TIM STOCKER - 2022 PACKET_REDACTED.PDF

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

Documents:

SGT. CHRISTOPHER HANNAH PACKET_REDACTED.PDF

8. Sgt. Christopher Hannah To Serve As Director Of Emergency Management

Documents:

SGT. HANNAH - 2022 DIR. EMERGENCY MANAGEMENT.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

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

3. 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

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

10. From Supervisors Decker And Poole And The Legislative Committee - A Resolution Declaring Kenosha County A Second Amendment Sanctuary County

Documents:

RESOLUTION 7-5-22 A RESOLUTION DECLARING KENOSHA COUNTY A SECOND AMENDMENT SANCTUARY COUNTY.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. 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

14. 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:

COMMUNICATIONS NAPHCARE AMENDMENT TO HEALTH SERVICES AGREEMENT.PDF

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



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.

maille Kerkinger

Samantha Kerkman Kenosha County Executive

COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES & BOARDS

Information marked with	(Please type or print) th an * will be redacted before	re this form is publicly posted.
Name: _/im		Stocker
First	Middle Initial (optional)	Last
*Residence Address:		- la
Occupation: Retro	d	
Com	pany	Title
*Business Address:		
*Telephone Number: Resid	lence *	Business
*Daytime Telephone Numb	er: 7	- , Cell. ,
*Email Address:		
Name of the Commission, O	Committee or Board for which	h you are applying:
Library Syst	En board	
Personal Statement: Please	indicate why you believe you	u would be 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 would like to use my education and experience to serve our community.

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

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 X If yes, please attach a detailed explanation.

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

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.

Storte Signature of Nominee

6-6-2022

Please Return To:

Kenosha County Executive 1010 - 56th Street Kenosha, WI 53140



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 2022/23-07

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,

Kerkinan

Samantha Kerkman Kenosha County Executive

COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE SAMANTHA KERKMAN

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

(Please type or print)

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

Name:	Christopher	В	H	annah	
	First	Middle Initial (option	nal)	Last	
*Reside	ence Address:				_
Occupa	tion: Kenosha	County Sheriff's Department	Serge	ant	
		Company		Title	
*Busine	ess Address:				_
*Teleph	one Number:	Residence	*B	Business	
*Daytin	ne Telephone I	Number:			
*Email	Address:				-

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

Kenosha County Director 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 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.

None

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 member of the Wisconsin Emergency Management Association (W.E.M.A.). I am also a member of Kenosha County Fair Sales Team.

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.

Sgt. Christopher Hannah Signature of Nominee

06/28/2022

Date

Please Return To:

Kenosha County Executive 1010 – 56th Street Kenosha, WI 53140

	(For Office Use Only)
Appointed To:Co	mmission/Committee/Board
Term: Beginning	Ending
Confirmed by the Kenosha Coun	ty Board on:
New Appointment	Reappointment
	Previous Terms:



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 2022/23-08

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, frontline 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.

Somalia Kerkinan

Samantha Kerkman Kenosha County Executive



KENOSHA COUNTY

BOARD OF SUPERVISORS

Resolution No.

Subject: A resolution to amend 2011 Resolution 63			
Original	Corrected [] 2r	d Correction [x]	Resubmitted
Date Submitted	: 5/23/2022	Date Resubmitted: 6/6/2022	
Submitted by:	Erin Decker	A	
Fiscal Note Atta	ached []	Legal Note Attached [Agreeme	nt
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, Chajpperson	\bowtie			
Zack Stock, Vice Chairperson)X			
				X
Supervisor Laura Belsky Supervisor Aaron Karow	X			
				X
Supervisor John O'Day				
				X
Supervisor Tim Stocker	λf			
HULL TWEES	Ц.			

Supervisor Brian Thomas

Aye <u>No</u> Abstain Excused ¥ an Supervisor Zach Rodriguez, Chair 0 R Supervisor Brian Bashaw, Vice Chair X Supervisor Laura Belsky, 2nd Nice Chair Supervisor Mark Nordigia V Å, ŵ Supervisor Erin Decker N a Supervisor John Franco O¥ isor Jeff Wamboldt

Respectfully Submitted, JUDICIARY AND LAW ENFORCEMENT COMMITTEE



KENOSHA COUNTY BOARD OF SUPERVISORS

Policy Resolution No _____

Subject: A resolution to repeal 1996 P adopt a policy regarding Kenosha Count	5
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 Pg. 2 REGARDING KENOSHA COUNTY DEPARTMENT AND DIVISION HEADS

Submitted by: Supervisors Decker and Rose

Signature: ADM Porto- Supervisor NOOLE	Signature:
Signature:	Signature:
Supervisor BIZIAN 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

Aye <u>Nay</u> Abstain Excused X Terry Rose, Chair Þ Dave Geertsen, Vice Chair Þ Poole λ Un Erin Decker Ø in Tim Stocker Ą Brian Bashaw U X William Grad



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] Resubmitted []	Corrected []	2nd Correction []	
Date Submitted: 6/1/20	22	Date Resubmitted:	
Submitted by: Supervis	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>Abstain</u> Excused Aye <u>Nay</u> À Terry Rose, Chair 石 Dave Geertsen, Vice Chair Ł \Box Poole Joh X Erin Decker X Tim Stocker Ø. Brian Bashaw William Grody D 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: Aur Dursen		

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:
MIL
Amanda Nedweski, Chairman
Yin Atorto
Tim Stocker, Vice Chairman
Dave Geertsen
Jeff Gentz D Kub, Dri
Ed Kubicki
Zach Stock. Juhas
Monica Yuhas

<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	Excused
Ø			



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.

Kerkinan

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 post	ed.

Name: GABRIELE		NHDO
First	Middle Initial (optiona	l) Last
*Residence Address:	6410 - 53	AVL
Occupation: RET		Title
*Business Address:		
*Telephone Number: Resid	lence 262-620-25;	24 *Business
*Daytime Telephone Numb	er: <u>262-620-25</u>	74
*Email Address: gabe	mudo e KENos	HA COUNTY. ORC
Name of the Commission, C	Committee or Board for w	which you are applying:
BROOKSIDE 1	BOARD OF TR	YSTEES
the Commission, Committee	e or Board for which you	e you would be a valuable addition to are applying. If more space is
Previously ser	went on this	committee out uties out procedures
Very familio	as with pl	uties ound procedures
with regard	to this co.	mmi Hee

Revised 7-1-2021

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

Additional Information:

Nominee's Supervisory District:

<u>Special Interests:</u> 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.

<u>Affiliations</u>: 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 terms as County Board Sypervisor and served an many committees inclusting Chairmon of Leyfis Lative committee - Presently sorwing Conflict Of Interest: It would be inappropriate for you, as a current or prospective Beaux of cher

<u>Conflict Of Interest</u>: It would be inappropriate for you, as a current or prospective Be and Cherrent 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

Date

Please Return To:

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





BOARD OF SUPERVISORS

RESOLUTION NO.____

Subject: Reque Board of Adjustr		Christopher Brown to the Kenosha Cou	inty Zoning
Original	Corrected	2nd Correction Res	ubmitted 🗖
Date Submitted:	June 21, 2022	Date Resubmitted:	
	Planning, Development & tension Education Committee		
Fiscal Note Attac	ched	Legal Note Attached	11
Prepared By: Divis	Andy M. Buehler, Director ion of Planning and Development	Signature I Due	Ver
		0	

- 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 abovenamed 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.

Resolution – Brown BOA Appointment – Page 2

Approved by:

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

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

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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.

Somethia Kerkinger

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 (option	nal) Last	
*Reside	ence Address:	Redacted		
Occupa	tion: Slades	Corners Computer Repair, LLC	Owner	
		Company	Title	
*Busine	ess Address:	Redacted		
*Teleph	one Number:	Residence Redacted	*Business Redacted	
*Daytime Telephone Number: Redacted				
*Email	Address: Re	dacted		
Name of the Commission, Committee or Board for which you are applying:				

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.

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:

Nominee's Supervisory District: 22

<u>Special Interests</u>: 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 V If yes, please attach a detailed explanation.

<u>Affiliations</u>: 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

<u>Conflict Of Interest</u>: 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 Offic	e Use Only)
Appointed To: Commission/0	Committee/Board
Term: Beginning	Ending
Confirmed by the Kenosha County Board of	n:
New Appointment	Reappointment
	Previous Terms:





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 \Box	Resubmitted 🗖
Date Submitted: June 21, 2022		Date Resubmitted:	
Submitted By: 1	Planning, Development &		
Extension Education Committee			
Fiscal Note Attached		Legal Note Attached 🗖	
		- A 10	A 11
Prepared By:	Andy M. Buehler, Director	Signature:	NE III
Divis	sion of Planning and Development	Check M. A	Jul Ver

- 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 abovenamed 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.

Resolution – Stoll BOA Appointment – Page 2

Approved by:

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

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

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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.

Ila Kerkinger

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		Μ	Stoll	
	First	Middle Initial (optional)	L	ast
*Residence Ac	ldress:	Redacted		Ĩ
Occupation:	Retired			
		Company	Title	
*Business Add	lress:			
*Telephone N	umber:	Residence	*Business	
*Daytime Tele	phone 1	Number: Redacted	ξ.	
*Email Addres	s: Red	acted		
Name of the C	ommiss	ion, Committee or Board for wh	nich you are ap	plying:

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 Commissions, Committees & Boards Appointment Profile - Page 2

Additional Information:

Nominee's Supervisory District: Supervisor Erin Decker

<u>Special Interests</u>: 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 V If yes, please attach a detailed explanation.

<u>Affiliations</u>: 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

<u>Conflict Of Interest</u>: 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: K

Kenosha County Executive 1010 – 56th Street Kenosha, WI 53140

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



KENOSHA COUNTY

BOARD OF SUPERVISORS

Resolution No.____

Subject:		laring Kenosha Co ment Sanctuary Co	•
Original [x1	Corrected [J	2nd Correction	Resubmitted
Date Submitte	d: 5/9/2022	Date Resubmitted:	
Submitted by:	Supervisors Decker and Poo	le	
Fiscal Note Att	ached	Legal Note Attached A	greement
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 Porte

Supervisor John Poole

LEGISLATIVE COMMITTEE:	Aye	<u>Nay</u>	<u>Abstain</u>	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	
Division: Facilities Department: Public Works	
Proposal Summary (attach explanation and required documents):	
This Resolution will allow a lease agreement between Kenosha Count	wand Causes Deel
Trees, LLC for sale of Christmas trees on a vacant lot owned by Keno	y and Square Deal
Specifically, it allows tree sales on the corner of Sheridan Road and 8	Sha County.
sales have been occurring for many years through arrangement of a p	sur st. where such
pears through an angement of a p	redecessor owner.
Dept./Division Head Signature:	Deter
Print Name:	Date:
2. Department Head Review	
Comments:	
Recommendation: Approval	
Department Head Signature:	51 E1022
Print Name: Ray Arbet	Date: 5-18.22
3. Finance Division Review	
Comments:	
The lease was drafted for a rental amount equal to approximately two	
tax on the subject parcel. The lease was drafted by the office of Corpo	nonths of property
tax on the subject parcel. The lease was draited by the onice of Corpo	ration Counsel.
Recommendation: Anaroual M. New Anarous I	
Recommendation: Approval 🔀 Non-Approval 🗌	
Finance Signature:	- (16.22
	Date: 5-18-22
Operative Device Print'Name: Patti Merrill	
4. County Executive Review	
Comments:	
Action: Approval 🗹 Non-Approval 🗌	
Action: Approval Non-Approval	
Executive Signature:	Di Cal
	Date: 5/27/2022
Print Name:	

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

County of Kenosha **Board of Supervisors** Resolution No.

A RESOLUTION TO LEASE KENOSHA COUNTY PROPERTY Subject: 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

Submitted by: The Finance/Administration Committee and the Public Works/Facilities Committee

Fiscal Note Attached:

Legal Note Attached:

Date resubmitted:

Prepared By: John F. Mover

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:

Committee:		Aye	Nay	Abstain	Excused
MadeNeathing Of t					
Mark Nordigian, Chairperson					
Zack Stock, Vice Chairperson					
Supervisor Laura Belsky					
Supervisor Aaron Karow					
Supervisor John O'Day					
Supervisor Tim Stocker	e				
Supervisor Brian Thomas					

FINANCE/ADMINISTRATION COMMITTEE

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

3

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:

<u>Term</u>

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 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.

<u>Repairs</u>

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 <u>authorized to do</u> <u>business in Wisconsin</u> 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.

<u>Signs</u>

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.

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.

By: Authorized Representative

5-13-2022 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



Exhibit One (1) Lor 201-001



INSURANCE BINDER

OP ID: SM

DATE (MM/00/YYYY)

-	-						25/20		
AGENCY	surance Group on Bay Rd	NSURANCE CONTRACT, SUBJ	ECT TO THE CONDITION COMPANY West Bend Mutua Date EFFEC	al Insurance	9	E REV	ERSE SIDE OF BINDER # 6553 Date Expirat	•	FORM.
Jay H. Bro			11/01/2022	12:01		AM PM	12/25/2022	X	12:01 AM
(AC, No, Ext):	262-652-7963	FAX (A/C, No): 262-652-9146					- Burn		
CODE: 148226 SUB CODE:		PER EXPIRING P	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:						
AGENCY CUSTOMER II	SQUARED		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)						
INSURED	Square Deal Trees, LLC W8444 Trillium Lane Antigo WI 54409		Christmas Tree Sa Location, Corner o				~		
COVERAG	ES						LIMITS		
TYP	E OF INSURANCE	COVERAG	E/FORMS		DEDUCTI	ILE	COINS %	AMOU	NT

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %		AMOUNT
PROPERTY CAUSES OF LOSS					
BASIC BROAD SPEC					
			Í.		
GENERAL LIABILITY				-	
X COMMERCIAL GENERAL LIABILITY		EACH OCCURRI DAMAGE TO		\$	1,000,00
CLAIMS MADE X OCCUR		RENTED PREMI		s	100,00
		MED EXP (Any o		\$	5,00
		PERSONAL & AD		5	1,000,00
	RETRO DATE FOR CLAIMS MADE:	GENERAL AGGE		\$	2,000,00
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UMBRELLA FORM		AGGREGATE		s	
OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	SELF-INSURED	ETENTION	5	
			TORY LIMITS	*	
WORKER'S COMPENSATION		E.L. EACH ACCID		5	
and EMPLOYER'S LIABILITY		EL DISEASE - E		5	
		EL, DISEASE - P		s	
PECIAL Indication of Coverage f	or 2022 Christmas Tree Sales. Coverage binder ha authorization with Square Deal Trees, LLC. once agreement is approved.	FEES		5	
THER Coverage to be finalized	na authorization with Square Deal Trees, LLC. once agreement is approved.	TAXES			
OVERAGES				\$	
Name & Address		ESTIMATED TOT	AL PREMIUM	2	

		MORTGAGEE	X	ADDITIONAL INSURED
Kenosha County 1010 56th Street	AU			
Kenosha Wi 53140		Stacy '		
ACORD 75 (2004/09)	NOTE: IMPORTANT STATE INFOR	MATION ON RE	VERSI	E SIDE © ACORD CORPORATION 1993-2004



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.

- 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 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.
- 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 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. Lueller

ANDY M. BUEHLER, Director Division of Planning & Development

AMB:BF:aw



County

MEMORANDUM

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):



County

MEMORANDUM

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):



County

MEMORANDUM

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):



County

MEMORANDUM

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.



County

MEMORANDUM

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.

GL-13-22



Regi Bachochin

DUNTY OF KENOSHA

COUNTY CLERK

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

CLAIM AGAINST KENOSHA COUNTY 26/22 TONDATE enneth R Ga FULL NAME 219th ADDRESS 00 stol 2 715-416 4-22 TELEPHONE NUMBER: Home: cell Work: 05 pm 0 б apprx DATE & TIME OF ACCIDENT OR LOSS east 1031 -2K (ounty Huy LOCATION OF ACCIDENT OF HW 45 DESCRIPTION OF ACCIDENT OR LOSS CONTruction WAS ainpipe, and blacktop CULLER 9 or SIANed marked at Not Whs Sal CUT. drov ontch roa ve st CJ due bound on d hime State Line d driving tosy and was Shopping Speed movily holeswere SLAW for the and dic arkin Datch, but start ling USt nas and 645 a Galton stacy WITNESS: Name Samp Address 650-3 847 Phone 15+5200 Rim fix +0 50+ Dalinsmen AMOUNT OF CLAIM (damages) \$ CLAIMANT'S SIGNATURE balan 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 U REGI WALIGORA

were perdingerst-vard trouards MB(detour)» were perdingerst-vard erably swoothers/graded) is use (trives triant rimes) plus and allique associated transitions between parement/grand ender repair. Bottomline, the trut tires were repair. Bottomline, the trut tires were never by the backs acceled rephyliced. Can we , Adlen Auto Nullak similar construction prosects/ black top cross-cots I was shocked the times didn't pop tite prior junctures on my detour travely on CJ, trare. It was also weird, because oft

KENOSHATIRE INC. O "We Keep Kenosha Rolling").).	65744
"We Keep Kenosha Rolling"	/	1 s
6005 - 75тн STREET • KENOSHA, WI 53142 Phone (262) 694-9000 • FAX (262) 694-0412	FREE ROTA MILES FOR	tion every 5,000 Life of tires
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substantially Bent + Both Front tir	es had	
impact breaks *		
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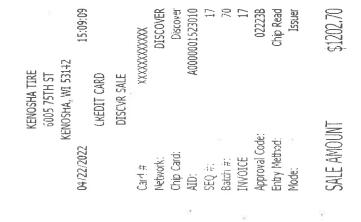
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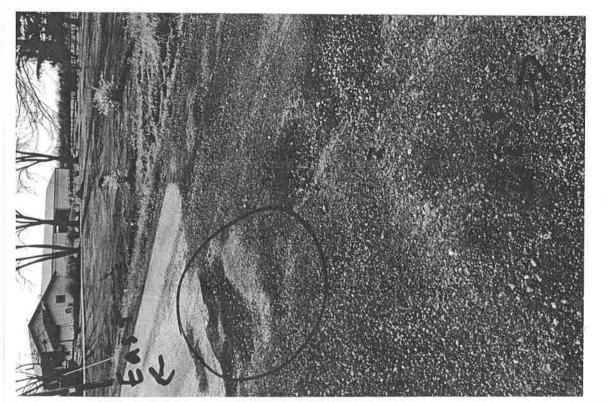
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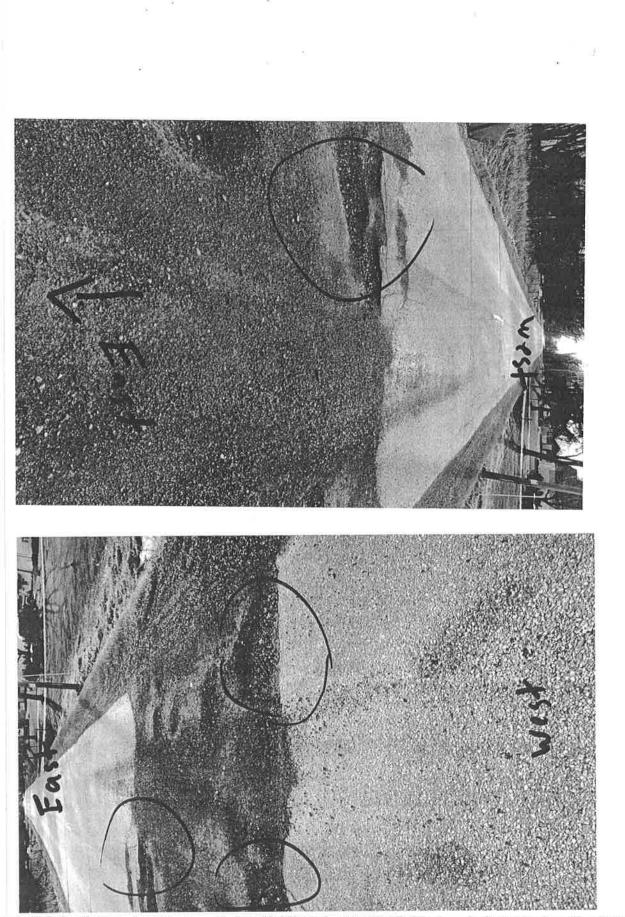




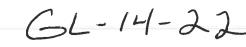
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	Issuer
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Thark you for your business!

CUSTOMER COPY



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



REGI WALIGORA

June 10, 2022

LAW GROUP

VIA CERTIFIED MAIL TO ALL:

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

CADE

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

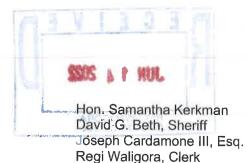
My office, along with Kimberley Motley of Motley Legal Services, has been retained to represent Justin Blake and his recent interaction on April 25, 2021 with the Kenosha Sheriff's Department. Please send all future correspondence to my attention.

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)



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 <u>on or before July 1, 2022</u>, 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

Sent the second	COUN	TY OF I	KENOSH	A	COUNTY CLERK
Con E	Regi Bachoch				1010 - 56th Street Kenosha WI 53140 (262) 653-2552 Fax: (262) 653-2564
JUN 2	1 2022				Fax: (202) 035-2301
		CLAIM	I AGAINST KENO	SHA COUNTY	
REGIWA COUNTY	CLERK FULL NAME	Joseph	MCBer	DATE_	10/17/22
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		Wank	esha, Lel	53186	0150
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			Work:	au 211 -	1022
	DATE & TIM	E OF ACCIDEN	NT OR LOSS 111	and Day	50 m
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	att	ached			
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	Please attac	h receipts, estin	nates, and/or other	SUPPORTING GATA	to tillo formi.
	RETURN T	HIS FORM 10:	KENOSHA COUN 1010 – 56 th STREE	Ω Γ	
			KENOSHA WI 53	3140	

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 Coun	ty Public Safety Building to Kenosha, WI 53140	I-94 Southbour
CASE NO. 2022 - 3204 // DATE: _	5-24-22 NATURE OF CASE	Nails in rood & pothor
REPORTING OFFICER'S NAME(S) / UNIT NO.(S):K	less dyg	

Please keep this notice and add 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
Sheriff's Investigation Bureau	262-605-5102
Police General Information	
Police Investigative Bureau	
Identification Bureau	262-605-5042
Property/Evidence	262-605-5047
Records	262-605-5015
District Attorney's Office	262-653-2400
Kenosha City Attorney	

YOU MAY BE ENTITLED TO AN AWARD UP TO \$40,000 IN CRIME VICTIM COMPENSIATION 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.

and the second sec

J/S 144-15

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

Kenosha Human Development Services, Inc.

Adult and Juvenile Crisis Intervention	
24 Hour Crisis Line (local)	262-657-7188
	200.236-7188
24 Hour Crisis Line (toll-free)	. 000-200-7100

Women and Children's Horizons, Inc.

Advocating for Victims of Domestic and	l Sexual Violence
24 Hour Crisis Line (local)	
24 Hour Crisis Line (toll-free)	800-853-3503
Administration	262-656-3500
Administration	

5410 - 50th St. 24-HOUR ROADSIDE ASSIS (enosha, WI 53144 (262) 656-1100	2625 N. Green Bay Rd. Racine, WI 53404 (262) 637-9508
AME 24,22 TIME AM DAFTER HOURS INVO	ICE Nº 217384
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TRLR#	TOTAL STORAGE \$
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	KENOSHA We Keep 6005 - 75TH STRE Phone (262) 694-5				FREE ROTATION MILES FOR LIFE	I EVERY 5,00	10
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	<i>Fired</i>	GRIFFIN 1940 MAIN WAUKESHA, Parts Direct (26 Body Shop Parts Dire Main Line (262 www.griffin	STREET WI 53186 2) 521-4151 ct (262) 542-8058 2) 542-5781 iford.com	SUBJECT T BOX OR CO REFUNDS A PARTS.	FUND POLICY: ALL RETURNS MI D A 20% RESTOCKING CHARGE. R INTAINER. PLEASE NOTE THAT TH FTER 30 DAYS. NO REFUNDS OR	DEALERSHIP WILL NO	T ACCEPT RETURNS OR	MAKE
S ACCOUNT NO. 5001 S PAGE 1 OF 1 BRUCE MCBBE WAUKESHA, WI 53186 P (262)343-5616 P (262)342-5616 P (262)343-5616 P (262)342-5616 P <td>ATE ENTERED</td> <td></td> <td></td> <td></td> <td>NUMBER 114</td> <td>1490</td> <td>10:29</td> <td>in the second</td>	ATE ENTERED				NUMBER 114	1490	10:29	in the second
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Repair Order Detail - Internal Copy

RO Status: CLOSED RO Number: 295267 Click to View Cust Copy Customer: MCBEE, JOE Main: (262)424-8152 Cell: Phone(s): Contact: (262)424-8152 2014 FUSN Vehicle: Waiter: No Payment type: CC Mileage: 78,001 0.00 Promised time: 07:00 PM Estimate: Service advisor: 2255 Customer Comments: No Promised date: 05/24/2022 Tag number: T983. ~~~~~~~ REPLACE 1 TIRE - DOT NUMBER A 27.49 0.30 REPLACE 1 TIRE - DOT TIREX1 С NUMBER Tech(s): 453 264.62 1 WHEELASY DS72*1007*H 103.02 1 KIT - TPMS SENSOR 9L3Z*1A189*A 13.55 1 KIT - VALVE 9L3Z*1700*A 408.68 0.00 Total Line A: 27.49 Other: 381.19 Lbr: Pts: ~~~~~~~~ Customer Pay 27.49 Labor 381.19 Parts 0.00 Lube 0.00 Sublet 2.75 Miscellaneous/Shop Charge 0.00 Deductible 411.43 Total Charges

Less Insurance/Adjustment

Sales Tax

Total

0.00

20.57

432.00