NOTICE IS HEREBY GIVEN the **Regular County Board Meeting** of the Kenosha County Board of Supervisors will be held on **Tuesday, the 4th of October 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 The Chairperson

B. Pledge Of Allegiance

C. Roll Call Of Supervisors

D. Presentation Of The 2023 Kenosha County Budget By County Executive Kerkman

E. Citizen Comments

Documents:

GUIDELINES FOR CITIZEN COMMENTS FOR COUNTY BOARD AND COMMITTEE MEETINGS.PDF

F. Announcements Of The Chairperson

G. Supervisor Reports

H. COUNTY EXECUTIVE APPOINTMENTS

17. Chris Bridleman To Serve On The Local Emergency Planning Committee

Documents:

CHRIS BRIDLEMAN - 2022 PACKET.PDF

18. Scott Grundy To Serve On The Land Information Council
I. NEW BUSINESS

Resolution - One Reading

39. From The Public Works/Facilities Committee - A Resolution Authorizing A Development Agreement Between Kenosha County And The Village Of Paddock Lake For Construction Of A Band Shelter In Old Settlers Park

Documents:

RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN KC AND PADDOCK LAKE FOR CONSTRUCTION OF A BAND SHELTER AT OLD SETTLERS PARK.pdf

J. COMMUNICATIONS

27. Communication From The Public Works/Facilities Committee - A Resolution Authorizing Transfer Of Four Parcels In Salem Lakes To The Village Of Salem Lakes For Lift Stations

Documents:

10-04-2022 COMMUNICATION - RESOLUTION AUTHORIZING TRANSFER OF FOUR PARCELS IN SALEM LAKES TO THE VILLAGE OF SALEM LAKES FOR LIFT STATIONS.pdf

28. Communication From Judiciary And Law Enforcement Committee A Memorandum Of Understanding Regarding The Use Of ARPA Funds Law Enforcement Agency Grant

Documents:

COMMUNICATION ARPA FUND LAW ENFORCEMENT AGENCY GRANT.pdf

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

Documents:

10-12-2022 COMMUNICATIONS.pdf

K. CLAIMS

14. Ramona Nunez - Personal Injury

Documents:

NUNEZ.pdf

L. Approval Of The September 20, 2022, Minutes By Supervisor Gentz

M. Adjourn
GUIDELINES FOR “CITIZEN COMMENTS” AT
KENOSHA COUNTY BOARD AND COMMITTEE MEETINGS

Please follow the guidelines for participating in Citizen Comments:

- Any person who wishes to address the county board during the “Citizen Comments” portion of the county board meeting must verbally state their name and residential address for the record.

- Citizens that speak during “Citizen Comments” must list their name and residential address on the sign-in sheet on the podium.

- Citizen Comments portion of the meeting will be for 1 hour, which may be adjusted by the County Board Chair at their discretion, if necessary.

- Each speaker is provided one opportunity to speak up to five (5) minutes in length or as announced by the County Board Chair at the beginning of the meeting. Stay within the time limits provided.

- Citizen comments should pertain to county operations.

- Comments should be made to the Board as a whole, and not to address individual Supervisors.

- Do not ask questions of the Board as a whole, or to individual supervisors, this is a time for public comments, not discussion or debate.

- Citizens must be courteous in their language and deportment and must avoid personalized remarks. Refraining from comments that are rude, obscene, or profane, personally attacking, or which demonstrate a lack of respect for others.

- The County Board Chair will not tolerate abusive language or disruptive behavior. The County Board Chair, for abusiveness or disruptive behavior, may terminate an individual’s public comments. The County Board Chair has the authority to rule speakers out of order for noncompliance with these guidelines and may call a short recess in disorderly situations.

- Citizens in the audience are not to audibly respond to comments being made or to make demonstrations either in support of or in opposition to a speaker or idea. Refraining from derogatory comments, inappropriate gesturing, or applause.
ADMINISTRATIVE PROPOSAL

COUNTY EXECUTIVE APPOINTMENT 2022/23-17

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

Chris Bridleman
Trevor, WI 53179

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 November, 2025 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Bridleman is a new appointee and will serve without pay.

Respectfully submitted this 29th day of September, 2022.

Sincerely,

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: Chris D Bridleman
First Middle Initial (optional) Last

*Residence Address: 

Occupation: Vonco Products, LLC SR. VP. Operations
Company Title

*Business Address:

*Telephone Number: Residence *Business

*Daytime Telephone Number:

*Email Address:

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

Local Emergency Planning Committee

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

I believe I would be a valuable addition to the committee based on work experience and personal beliefs. I started my career in Information Technology and progressed into Manufacturing Operations. A key fundamental requirement in both of these professions is the ability to plan, mitigate risk and plan for disaster recovery. In the event that my company's IT infrastructure was compromised in anyway, I needed to make sure we were prepared. It could range anywhere from equipment failure to virus exposure to physical destruction of property. The same thought process is used in manufacturing as we plan for business continuity and safety. I am constantly working to make sure our building is safe, equipment operational and planning for what if scenarios. I am also a leader on our emergency response team for work.

Personally, I have an affinity for emergency planning and preparedness. I spend time outdoors on a regular basis in which I am in remote locations or some distance from help and so I make sure I am prepared for these situations. I am a registered EMT Basic, helping to keep me up to date on first aid and emergency response.

I would love the opportunity to bring my abilities to this committee to better serve and prepare my community in the event of an emergency.

Revised 7-1-2021
Kenosha County Commissions, Committees & Boards
Appointment Profile - Page 2

Additional Information:

Nominee's Supervisory District: 21

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

Kenosha Velosport Cycling - Secretary, KR Bike Club - member

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.

Kenosha Velosport Cycling - Secretary

Governmental Services: List services with any governmental unit.

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

[Signature of Nominee]

09/29/2022
Date

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

Revised 7-1-2021
APPOINTMENT 2022/23-18

RE: KENOSHA COUNTY LAND INFORMATION COUNCIL

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

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

Mr. Scott Grundy
Kenosha, WI 53158

to serve a four-year term on the Kenosha County Land Information Council beginning immediately upon confirmation of the County Board and continuing until the 1st day of November, 2026 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Grundy will succeed Mr. Steve Bostrom, whose term expired July 1, 2022.

Mr. Grundy will serve without pay.

Respectfully submitted this 29th day of September, 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: Scott C Grundy
First Middle Initial (optional) Last

*Residence Address: [Redacted]

Occupation: RealtyPro Broker/Owner
Company Title

*Business Address: [Redacted]

*Telephone Number: Residence *Business [Redacted]

*Daytime Telephone Number: [Redacted]

*Email Address: [Redacted]

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

Kenosha County Land Information Council

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

I believe I would be a valuable addition to this Council based on my extensive background in Real Estate. For twenty plus years I have worked in Real Estate sales in the Kenosha Community. Presently I own and operate a Real Estate brokerage firm in Kenosha. My current job duties include personnel management, marketing, community relations, and customer sales. In addition, I previously owned and operated a custom home building company; working directly with building inspectors, surveyors, and multiple tradesmen. I have been involved in the design and building of multiple homes in both Kenosha and Pleasant Prairie.
Additional Information:

Nominee’s Supervisory District: Kenosha County

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

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

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

I have been an active member of the Southshore Realtors Association for over fifteen years. I have served as a Director, Board Member, Treasurer, Association President (2017) and will be the incoming President in 2023. All positions were voted on by my peers.

Governmental Services: List services with any governmental unit.

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

Signature of Nominee

09/28/2022

Date

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

Revised 7-1-2021
# Kenosha County
## Administrative Proposal Form

### 1. Proposal Overview
- **Division:** Parks  
- **Department:** Public Works

Proposal Summary (attach explanation and required documents):

Resolution authorizing entering into a development agreement between Kenosha County and the Village of Paddock Lake for the construction of a band shelter at Old Settlers Park.

- **Dept./Division Head Signature:** [Signature]
- **Date:** 9/20/22

### 2. Department Head Review
- **Comments:**

- **Recommendation:** Approval [x]  Non-Approval [ ]

- **Department Head Signature:** [Signature]
- **Date:** 9/20/22

### 3. Finance Division Review
- **Comments:**

- **Recommendation:** Approval [x]  Non-Approval [ ]

- **Finance Signature:** [Signature]
- **Date:** 9/20/22

### 4. County Executive Review
- **Comments:**

- **Action:** Approval [x]  Non-Approval [ ]

- **Executive Signature:** [Signature]
- **Date:** 9/20/2022

*Revised 01/11/2001*
KENOSHA COUNTY
BOARD OF SUPERVISORS
RESOLUTION NO.

Subject: RESOLUTION AUTHORIZING ENTERING INTO A DEVELOPMENT AGREEMENT BETWEEN KENOSHA COUNTY AND THE VILLAGE OF PADDOCK LAKE FOR THE CONSTRUCTION OF A BAND SHELTER AT OLD SETTLER’S PARK

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Date Submitted:                        Date Resubmitted:

Submitted By: Public Works/Facilities Committee and Finance/Administration Committee

Fiscal Note Attached □                        Legal Note Attached □

Prepared By: John F. Moyer
Sr. Asst. Corporation Counsel

Signature: John F. Moyer

WHEREAS, Kenosha County owns and has long offered to public use Old Settler’s County Park in Paddock Lake, and

WHEREAS, This park annually hosts many events, including Oktoberfest, which are enhanced by music, and

WHEREAS, There is potential benefit to offer a band shelter at the Park including usage for education and entertainment by festivals, schools, scouting organizations, and other community organizations encompassing a wide range of groups and ages, and

WHEREAS, The Village of Paddock Lake has drafted a Development Agreement (attached hereto) which they require in order to approve the construction of the band shelter in their community, and

WHEREAS, Local Paddock Lake groups and several donors have contributed over $100,000 which they wish to donate to the cause of constructing this band shelter, and

WHEREAS, the public interest would be well served by constructing the band shelter and working cooperatively with the Village of Paddock Lake so that the band shelter adds an amenity to a beautiful County Park to be utilized by residents and visitors.
NOW THEREFORE BE IT RESOLVED that the Kenosha County Board of Supervisors authorizes Kenosha County Administration to enter into the attached Developer's Agreement, Kenosha County Executive and County Clerk to execute the appropriate documents such that construction of the band shelter may commence in accord with the Agreement and State Law.

Respectfully submitted by:

PUBLIC WORKS/FACILITIES COMMITTEE

Mark Nordigian, Chairman

Zach Stock, Vice Chair

Absent

Aaron Karow

Absent

Laura Belsky

Tim Stocker

John O'Day

Brian Thomas

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DEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE OF PADDOCK LAKE AND KENOSHA COUNTY,
A PROPOSED DEVELOPMENT BEING A PART OF
SECTION 2, TOWN 1 NORTH, RANGE 20 EAST

WITNESS THIS AGREEMENT made and entered into this _____ day of
____________________, 2022, by and between the VILLAGE OF PADDOCK LAKE, Kenosha
County, Wisconsin, the VILLAGE OF PADDOCK LAKE UTILITY DISTRICT ("District") and
the VILLAGE OF PADDOCK LAKE WATER UTILITY ("Utility") (the Village of Paddock
Lake, the Utility and the District are hereinafter collectively referred to as the "Village") and
KENOSHA COUNTY, a County organized and existing under the laws of the State of
Wisconsin (hereinafter referred to as the "Developer").

WHEREAS, the Developer has proposed to develop on a parcel of land (hereinafter
referred to as the "Real Estate") described with more particularity on the attached Exhibit "B";
and

WHEREAS, the Village Plan Commission has recommended to the Village Board that
the Site Plan attached hereto as Exhibit “A” be approved, and has recommended to the Village
Board that said Development be approved subject to the following terms and conditions:

I. INFRASTRUCTURE IMPROVEMENTS

A. INTERNAL PAVEMENT/PARKING AREA AND STORM SEWERS.

The Developer shall be responsible to pay for and shall proceed with the preparation of
complete plans and specifications for all internal paving and parking areas for the respective
proposed site improvements, including all earth work, subgrade preparation and gravel bedding
preparation for paving.

1. Required Improvements. The Developer shall be responsible to pay for and shall
proceed with the preparation of complete plans and specifications for all internal paved surfaces
prepared by Developer's engineer, including base course preparation and stormwater drainage
construction. For purposes of this Section A, all references to pavement include curbs and
gutters. Developer shall design and construct all facilities, including the handicapped parking
stalls and pedestrian access from the parking areas to the building so as to be in compliance with
the American With Disabilities Act. No construction shall be commenced until plans and
specifications have been reviewed by the Village Engineer and approved by Village. All internal
paving improvements shall be privately owned by Developer. The entire cost for the
construction of all internal paving improvements including fees for Village services, (inspection,
engineering, legal, etc.) shall be paid by the Developer.

2. Indemnification. Developer shall, during the term of Agreement, indemnify,

____________________, 2022

DAVISON LAW OFFICE, LTD.
1207 55th Street, Kenosha, Wisconsin 53140
Telephone No. (262) 657-5165 Fax No. (262) 657-5517 E-mail: dmitd@sbcglobal.net

Page 1
(Rev. 9/20/22)
defend and hold harmless Village and its officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorneys’ fees which any of them may pay, sustain or incur during the time Developer owns the Real Estate should any person or party including Developer, Developer’s contractor, subcontractors or materialmen, incur personal injury, property loss or damage arising out of the design or construction of the roadway improvements other than any act or omission of Village, its agents or contractors; provided that Village shall cooperate with Developer and Developer’s legal counsel in defending against any such claim. Village shall be permitted to assist in the defense of any such claim at Village’s expense if by separate counsel, to the extent permitted by Developer’s insurance company. Nothing in this Agreement is intended to waive any statutory defenses, limitations of liability, damages, or immunities including but not limited to those set forth in §893.80, Wis. Stats.

B. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

The Developer shall construct stormwater maintenance facilities which shall be adequate to serve the Real Estate, which shall be in compliance with the requirements and specifications as set forth in the Village Subdivision and Platting Ordinances and which shall be connected to the Village stormwater collection system.

II. ADDITIONAL REQUIRED DEVELOPER IMPROVEMENTS AND DESIGN STANDARDS FOR SAME

A. LANDSCAPING.

1. The Developer shall provide plans and specifications to be approved by the Village, for landscaping for all areas of the proposed development which are in accordance with Village Ordinances and consistent with the Landscaping Plan attached hereto as Exhibit “C”, such approval to be granted or denied in accordance with the standards of Exhibit “C”. Plans shall show plant lay-out, and shall specify a species and size. Exhibit “C” attached is deemed by the Village to satisfy all conditions and requirements of Section II.A. of this Agreement.

2. The total of the area surface of the Real Estate which shall be devoted to green space shall be as is depicted on Exhibit “C” attached hereto or referred to in other documents or incorporated herein by reference. For purposes of this Agreement, “green space” shall be defined as areas which do not constitute impervious or otherwise improved surface areas. The landscaping standards contained herein establish a system to determine the appropriateness and effectiveness of plant installation. The system recognizes that the installation and maintenance of live plants is essential to creating a healthy, safe and aesthetically pleasing environment. The system places priority on the planting of deciduous shade trees which results in the highest level of environmental impact mitigation. As such all real property proposed for development shall be landscaped as follows:

_________ Developer’s Initials
(a) Green areas of the site not used for landscaping shall be seeded or sodded with an acceptable maintainable lawn seed mix. Mulch of plantings or planting beds is acceptable provided that such mulching consists of organic or natural materials. Mulches shall be installed so that they will not erode, fall, be plowed or otherwise transported into walks, drives, streets or other hard surfaced portions of the site.

(b) All landscaping shall be installed consistent with industry accepted standards. Installation shall occur prior to the issuance of a Certificate of Occupancy for the site unless such occupancy occurs during winter, in which case the landscaping shall be completed by June 1 of the next summer.

(c) Landscaping required by this title is intended to be a permanent site improvement just as any other building, structure or infrastructure that is necessary to facilitate the intended use of the site. As such, all landscaping shall be continually maintained in a live state. Maintenance shall include periodic and timely watering, fertilizing, pruning and any other such normally required horticulture activity necessary to keep all landscaping in a healthy, safe and aesthetically pleasing state. Recognizing that over time plants may mature and die or otherwise expire because of natural or unnatural causes, maintenance shall include the removal and replacement of dead or dying plants. Such replacement shall occur within the same year in which a plant dies or in the spring planting season of the following year.

(d) Planting in utility easements should be avoided. If such planting does occur, it is at the risk of the property owner. Any plants that must be removed because of utility work within such easements shall be replaced by the property owner(s) at their cost. Replacement landscaping shall satisfy the minimum standards of this title.

B. EXTERIOR LIGHTING AND ILLUMINATION

1. The Developer shall provide plans and specifications to be approved by the Village for the exterior lighting and illumination of the development consistent with the Lighting/Photometric Plan, Exhibit “F” attached hereto, such approval to be granted or denied in accordance with the standards of Exhibit “F”. Developer shall be responsible for all costs associated with construction and installation of all exterior lighting and illumination. Exhibit “F” as attached is deemed by Village to satisfy all conditions and requirements of Section II.B. of this Agreement.

2. The intent of the following standards is to mitigate the impact of exterior illumination related to development on surrounding properties, while providing safe, healthy and visually attractive nighttime environments. In order to achieve that, good lighting design shall be practiced. Good lighting design is characterized by: Illumination levels appropriate for the visual task; reasonably uniform illumination levels on adjoining sites; an absence of glare and consideration of the compatibility and aesthetics of illumination and the mechanical improvements that create it as those relate to surrounding properties and the character of the community.

_________ Developer’s Initials
In order to insure that proper lighting design occurs, the following standards shall apply to all development within the Real Estate:

(a) All exterior lighting fixtures shall be full cut-off fixtures as defined by the Illuminating Engineering Society of North American (IESNA) and shall be of the same design and theme throughout the development. All lighting shall be designed and fixtures selected to prevent glare. The Developer, with the advance written approval of the Village, may modify the cutoff fixture requirement for security lighting in areas where the exterior lights are not visible from a residential area or a public street.

(b) Illumination of sites and improvements thereon shall be designed to avoid competition with illumination on adjoining or neighboring properties.

(c) Illumination levels shall be appropriate for the intended improvement, area and/or function to be illuminated. In general, illumination levels should follow the guidelines and recommendations of the IESNA.

(d) In no event shall any exterior illumination exceed an average illumination level of twenty (20') foot-candles for the surface to be illuminated unless approved otherwise by the Plan Commission as part of a conditional use permit.

(e) The illumination uniformity ratio (the ratio of the average illumination to the minimum illumination) for the surface to be, illuminated shall not exceed 4:1.

(f) The illumination level at any property line shall not exceed one-half (0.5') foot-candle above the ambient lighting conditions on a cloudless night.

(g) In no instance shall an outdoor lighting fixture be mounted or oriented such that the lighting element is visible from any residence located in a residential zone district.

(h) The following shall be the maximum mounting height for the respective lighting fixture. The mounting height shall be measured from the surface to be illuminated to the bottom of the light fixture.

(1) Parking lot light fixtures in lots - twenty-five (25') feet.

(2) Building or security lighting - twenty-five (25') feet.

(3) Any other site lighting fixture twenty-five (25') feet or as determined appropriate and consistent with the intent of this title by the Village Administrator.
(i) When a use is not in operation, only building mounted security lighting and up to fifty (50%) percent of all other outdoor lighting fixtures may remain illuminated.

(j) Exterior illumination of wall, building or ground signs, architecture, landscaping, site amenities or other specialty illumination of any kind shall be designed consistent with the intent of this title.

(k) Alternatives to these standards may be proposed to incorporate the use of a particular architectural style or theme or to incorporate innovative or unique illumination techniques. Such alternatives shall be presented to the Village Plan Commission and Village Board with supportive evidence sufficient to determine that the proposal is consistent with intent of the heretofore-established standards. Approval of an alternative illumination plan is at the discretion of the Village Administrator.

(l) A lighting plan, specifications for all proposed fixtures and photometric plan or other plans delineating illuminance levels that evidence compliance with the established standards are required for all developments in order to determine compliance with these standards.

C. BUILDING DESIGN.

1. The building exterior shall complement other buildings in the vicinity, and shall be of a design determined appropriate by the Village Board and consistent with the Architectural Renderings depicted on attached Exhibit “D”. Exhibit “D” as attached is deemed by the Village to satisfy all conditions and requirements of Section II.C. of this Agreement.

2. Building facade colors shall be non-reflective, subtle, neutral, or earth tone. The use of high intensity colors, metallic colors, fluorescent colors or black on facades shall be prohibited. Building trim and architectural accent elements may feature bright colors or black, but such colors shall be muted, not metallic, not fluorescent, and not specific to particular uses or tenants.

3. Inspections. The Village Building Inspector shall be entitled to inspect all aspects of the construction of the improvements so as to confirm such improvements are consistent with the terms of this Agreement including, but not limited to, the contents of Exhibit “D” attached hereto.

D. TRAFFIC IMPACT.

1. The project shall have direct access to existing roads deemed appropriate by the Village and/or the authority having authority over the respective road(s). Developer shall be responsible for the construction of a new vehicle/pedestrian access from the property to 242nd
Avenue/74th Street as depicted on the Site Plan, Exhibit “A”. Developer shall be responsible for all costs including engineering, legal or administrative fees incurred by Village.

2. Vehicle access shall be designed to accommodate peak on-site traffic volumes without disrupting traffic on public streets or impairing pedestrian safety. This shall be accomplished through adequate parking lot design and capacity; access drive entry throat length, width, design, location, and number; and traffic control devices; and sidewalks.

E. PARKING.

1. Parking lots shall be in conformance with Exhibit “A” attached hereto.

2. Semi-tractor/trailer parking shall be prohibited.

F. SIGNAGE.

All signage shall comply with the requirements contained in the Village of Paddock Lake Zoning and Shoreland/Floodplain Zoning Ordinances. The plan for exterior signage shall provide for modest, coordinated and complimentary exterior sign locations, configurations, and color throughout the development. All freestanding signage within the development shall complement on-building signage.

G. MAINTENANCE OF IMPROVEMENTS.

Developer shall be responsible for maintaining the appearance of the entire development including, but not limited to, all parking areas, and landscape features in accordance with Exhibit “I” attached hereto. Developer shall be responsible for the collection of debris and snow plowing throughout the entire property and shall periodically clean and maintain all paved surfaces. Any debris collected shall be disposed of in accordance with all federal, state and local laws. Developer acknowledges that if, after thirty (30) days written notice from Village, maintenance has not yet been performed in accordance with the provisions of this paragraph then the Village may proceed to maintain or hire an independent contractor of its choice to maintain the property or parts thereof and impose the costs of such maintenance upon the benefitted property as a special assessment.

H. ALCOHOLIC BEVERAGES & ENTERTAINMENT ON THE REAL ESTATE.

Developer shall not allow for the sale and consumption of beer, wine or alcoholic beverages on the Real Estate without the benefit of an appropriate license issued by the Village for such sales. Village understands the Developer intends to utilize the building for live outdoor entertainment. Developer may choose to rent the building to third parties but warrants and represents that any such rentals will be subject to the prior written approval of the Village if live or mechanically amplified entertainment is to be a part of such rental. Likewise, any third party rentals which seek to sell or serve beer, wine or alcoholic beverages will be subject to the

_________ Developer’s Initials

DAVISON LAW OFFICE, LTD.
1207 55th Street, Kenosha, Wisconsin 53140
Telephone No. (262) 657-5165 Fax No. (262) 657-5517 E-mail: dmltd@sbcglobal.net
licensing requirements of Village ordinance and Chapter 125 of the Wisconsin Statutes. 
Developer understands and agrees that in the event this provision is violated, that the Village 
may, upon notice and hearing to the Developer, terminate the consent to utilize the building by 
third parties that seek to have live entertainment or mechanically amplified entertainment or seek 
temporary alcoholic beverage licensing.

III. DEVELOPER WARRANTIES AND OBLIGATIONS

A. VILLAGE COSTS.

Upon execution of this Agreement, Developer shall pay to the Village the actual costs 
incurred by the Village for engineering and administrative costs actually incurred by the Village 
in connection with this Agreement and the Development. The Developer shall also pay to the 
Village engineering fees for inspection of all improvements. In addition to the reimbursements 
to the Village for costs incurred by the Village referred to above, but in lieu of making a cash 
deposit for costs undertaken by the Village, the Developer may, at its election, provide the 
Village with an irrevocable letter of credit in a form acceptable to the Village’s attorneys issued 
by a financial institution within the State of Wisconsin to be drawn on by the Village as may be 
required. Such letter of credit (or cash deposit) shall be in the sum equal to one hundred twenty- 
five (125%) percent of the collective estimate of all Village engineering costs related to the 
improvements and any legal and administration costs encountered by the Village in the 
development of the Real Estate. The Village shall provide the Developer with an accounting of 
expenditures made on behalf of the Developer and in the event that funds are not sufficient, the 
Developer shall immediately provide the additional funds. In the event that there shall be surplus 
funds after the projects are completed the excess shall be returned to the Developer. Payment of 
all such costs or, in the alternative, delivery of a letter of credit, shall be made prior to issuance of 
any building permit and the issuance of any building permit shall be conditioned upon payment 
of such sums or providing a letter of credit in lieu thereof.

B. INDEMNIFICATION.

Developer shall, during the term of this Agreement, indemnify, defend and hold harmless 
Village and officers, consulting engineers, attorneys, agents, representatives and employees 
thereof from and against any and all claims, damages, judgments, costs and expenses and 
animal fees which any of them may pay, sustain or incur should any person or party incur 
personal injury, property loss or damage arising out of the design or construction of any of the 
public or private improvements relating to this proposed development or as a result of any claim 
for labor, materials or improvements in connection with the construction of the same other than 
any act or omission to Village, its agents or contractors, provided that Village shall cooperate 
with Developer and Developer’s legal counsel in defending against any such claim, at Village’s 
expense if by separate counsel, to the extent permitted by Developer’s insurance company. Any 
costs or expenses including actual attorney fees, which the Village incurs as a result of any claim 
indemnified herein shall be reimbursed to the Village either through a cash deposit, any letter of 

__________ Developer’s Initials

DAVISON LAW OFFICE, LTD.
1207 55th Street, Kenosha, Wisconsin 53140
Telephone No. (262) 657-5165 Fax No. (262) 657-5517 E-mail: dmltd@sbglobal.net
(Rev. 9/20/22)
credit posted by the Developer in connection with this Agreement, other assurance or through such other means as the Village, in the Village’s sole discretion, deems appropriate.

The Developer contemplates extensive earth work which alters the original topography of the site as shown on the grading plan. It is specifically understood between the Developer and the Village that the indemnification contained in this paragraph shall cover any claim by any other property owner or any contractor, subcontractor or other person who bids on or performs services in connection with any portion of site grading required under this Agreement where such party claims, in whole or in part, to have been damaged, mistaken, misled, or otherwise in error as a result in the change in topography created by the Developer or for any other reason whatsoever. Nothing in this Agreement is intended to waive any statutory defenses, limitations of liability, damages, or immunities including but not limited to those set forth in §893.80, Wis. Stats.

C. STORMWATER MAINTENANCE.

Developer or its successor shall maintain all stormwater facilities in perpetuity. This obligation shall be binding upon all successors and assigns of the Developer and, upon recordation of this document, shall be binding upon all subsequent owners of land served by the stormwater management detention facilities to be constructed under the terms of this Agreement. The Developer or its successor, as applicable, shall:

1. Maintain all stormwater facilities located on the Real Estate.

2. By entering into this Agreement, authorize the Village to access the property to conduct inspections of stormwater facilities as necessary to ascertain that the facilities are maintained in accordance with this Agreement. Developer understands that Developer is responsible to perform the terms and maintenance under this Agreement to repair any maintenance problems which require correction, with specified corrective actions to be taken within thirty (30) days of discovering the need for the same.

3. The Village shall be authorized at the Village’s discretion to perform the corrective actions if the landowner does not make required action within the specified time period. The Village may enter the amount due on the tax rolls and collect the monies as a special charge against all property benefitted by such action by the Village pursuant to §66.0703, Wis. Stats., or such other statute as may be applicable.
IV. MISCELLANEOUS

A. ASSIGNMENT.

The Developer recognizes that agreement is based on Developer’s presentation to the Plan Commission and Village Board and Developer shall not assign or transfer this agreement to any other person or corporation without prior consent of the Village.

B. MODIFICATION AND APPLICABLE LAW.

This Agreement supersedes all prior oral or written understandings or representations between the parties except as may be embodied by applicable state, county or town statute, code or ordinance. Any modification to the terms of this Agreement shall only be enforceable if in writing signed by duly authorized representatives of each of the parties hereto in the same manner as this Agreement. This Agreement shall be construed and enforced under the laws of the State of Wisconsin.

C. TERM.

Agreement shall be in effect for a period of forty (40) years from the date of execution hereof and shall inure to the benefit of and be binding upon the successors in title and assigns of Developer and upon successor corporate authorities and successor municipalities of Village. However, the guarantee of improvements shall be for the period specified herein, whether or not such guarantee may extend beyond the term of Agreement, and any recorded restrictions shall have the life accorded to such restrictions under applicable state law.

D. DEFAULTS.

No default shall arise hereunder unless the non-defaulting party has provided the defaulting party with written notice and a reasonable cure period of at least ten (10) business days.

E. SEVERABILITY.

If any provision, covenant, or a portion of this Agreement or its application to any person, entity or property is held to be invalid or unenforceable by a court of law or equity, such status shall not affect the application or validity of other provisions, covenants or portions of this Agreement which shall be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of this Agreement are declared to be severable.

F. RECORDATION.

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by the Developer.
G. EXECUTION OF COUNTERPARTS.

This Agreement may be executed as three (3) or more counterparts, with each acting as an original.

H. EXHIBITS INCORPORATED BY REFERENCE.

Each of the terms, conditions and specifications described, noted or depicted on the following Exhibits are hereby incorporated herein by reference:

- Exhibit A Site Plan
- Exhibit B Legal Description
- Exhibit C Landscaping Plan
- Exhibit D Architectural Rendering
- Exhibit F Lighting/Photometric Plan
- Exhibit I Maintenance Plan

I. INTEGRATION.

This Developer’s Agreement, including the exhibits hereto, and such other documents as are incorporated herein embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

J. CHOICE OF LAW AND VENUE.

This Developer’s Agreement and all attached exhibits shall be construed and enforced according to the laws of the State of Wisconsin. The parties agree that any matter which may be brought or pursued in court hereunder shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each party consents to such venue and the court’s personal jurisdiction over each party.

K. WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING.

Either party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other party(s), (b) waive any inaccuracies in the representations or warranties of the other party(s) hereto contained herein, or in any document delivered pursuant hereto and (c) waive any compliance by any of the other parties hereto with any of the agreements or conditions contained herein. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any or other subsequent breach or violation of any provision hereof. No breach or violation of any provision hereof shall be waived except by an agreement in writing signed by the waiving party.
L. CONSTRUCTION.

Each party to this Agreement and their respective legal counsel acknowledge that they have had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, no party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

M. NOMENCLATURE.

The use of the male gender shall include the female, the individual shall include the corporate, and the singular shall include the plural, and visa versa, wherever such usage is appropriate to the context.

N. NOTICES.

Except as otherwise specifically provided in this Agreement, all notices given in connection with this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent to the other party by personal delivery, by established overnight courier, fees prepaid, by certified or registered mail, postage prepaid and return receipt requested, or by facsimile transmission or email transmission to the party (provided that an original of said notice or communication is sent simultaneously by first class United States mail with postage prepaid). Any notice addressed to the Village shall be addressed to the attention of the Village Administrator, 6969 236th Avenue, Paddock Lake, Wisconsin 53168. Any notice addressed to the Developer shall be addressed to the attention of Parks Director of Kenosha County, 19600 75th Street, Bristol, Wisconsin 53104. Either party may give notice to the other, in accordance with the terms of this paragraph, of a change-of-address to which notices under this Agreement may be sent. Any notice given in accordance with this paragraph shall be effective upon delivery, if personally delivered, upon delivery by overnight courier, upon delivery by email or facsimile transmission if transmitted during regular business hours, or three (3) days after notice is deposited in the United States mail if sent by certified mail. Any facsimile or email transmission received after 5:00 pm (Kenosha, Wisconsin time) or on a day other than a normal business day shall be deemed delivered on the next normal business day.

O. ATTORNEY’S FEES.

Except as is provided in paragraphs I.A.(2) and III.B., above, each party shall be responsible for their own attorney’s fees unless a court of competent jurisdiction orders otherwise.
WITNESS OUR HANDS AND SEALS this ___ day of ____________, 2022.

VILLAGE OF PADDOCK LAKE

By: ________________________________
    Terry Burns, President

Attest: ________________________________
        Marla McIntyre, Deputy Clerk/Treasurer

STATE OF WISCONSIN  )
    ) ss.
COUNTY OF KENOSHA  )

Personally came before me this ___ day of ____________, 2022, the above named Terry Burns, President and Marla McIntyre, Deputy Clerk/Treasurer of the Village of Paddock Lake, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Printed Name ________________________________
Notary Public; State of Wisconsin
My commission expires ________________.
DEVLOPER
KENOSHA COUNTY

By: __________________________
Printed Name: __________________________

STATE OF ____________ )
 ) ss.
COUNTY OF ____________ )

Personally came before me this _____ day of ____________, 2022, the above ____________________________ on behalf of Kenosha County, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Printed Name: __________________________
Notary Public; ____________ County, _____
My commission expires __________________________

_______ Developer’s Initials
OLD SETTLERS COUNTY PARK LEGAL DESCRIPTION

PART OF THE SOUTHWEST ¼ SECTION 2, TOWNSHIP 1 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN. BEGINNING AT THE SOUTHEAST CORNER OF SAID ¼ SECTION, THENCE WEST 465.62 FEET, THENCE NORTH TO A POINT ON THE SOUTHERLY SHORE OF PADDOCK LAKE AND 13 FEET EAST OF THE EAST LINE OF HUNTOON WOODS SUBDIVISION, THENCE EASTERLY ALONG THE SOUTHERLY SHORE OF SAID LAKE TO THE EAST LINE OF SAID ¼ SECTION, THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING. EXCEPTING BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 2, THENCE NORTH 34 FEET, THENCE WEST 415.12 FEET, THENCE SOUTH 88 DEGREES 17 MINUTES 54 SECONDS WEST 34.74 FEET, THENCE NORTH 22 DEGREES 20 MINUTES 18 SECONDS WEST 63.04 FEET, THENCE SOUTH 5 DEGREES 40 MINUTES 51 SECONDS EAST 100.01 FEET TO THE SOUTH LINE OF SAID SECTION 2, THENCE EAST ALONG THE SOUTH LINE SAID SECTION TO THE POINT OF BEGINNING. ALSO PART OF THE SOUTHEAST ¼ SECTION 2, TOWNSHIP 1 NORTH, RANGE 20, EAST OF THE FOURTH PRINCIPAL MERIDIAN, COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION, THENCE SOUTH 87 DEGREES 39 MINUTES EAST 825 FEET, THENCE NORTH 601.92 FEET, THENCE WEST 421.52 FEET TO THE SHORE OF PADDOCK LAKE, THENCE SOUTHWESTERLY ALONG THE SHORE OF SAID LAKE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 2, THENCE SOUTH 2 DEGREES 4 MINUTES EAST 388.08 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING. EXCEPTING BEGINNING AT THE SOUTHWEST CORNER OF SAID ¼ SECTION, THENCE EAST 825 FEET, THENCE NORTH 3 DEGREES 14 MINUTES 35 SECONDS WEST 34.03 FEET, THENCE WEST 824.28 FEET TO THE WEST LINE OF SAID ¼ SECTION, THENCE SOUTH TO THE POINT OF BEGINNING. ALSO EXCEPTING COMMENCING AT THE SOUTHWEST CORNER OF SAID ¼ SECTION, THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 825 FEET, THENCE NORTH 2 DEGREES 24 MINUTES WEST 571.98 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 2 DEGREES 24 MINUTES WEST 29.94 FEET, THENCE SOUTH 87 DEGREES 32 MINUTES WEST 30 FEET, THENCE SOUTH 2 DEGREES 24 MINUTES EAST 29.94 FEET, THENCE NORTH 87 DEGREES 32 MINUTES EAST 30 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING AND BEING IN THE VILLAGE OF PADDOCK LAKE, COUNTY OF KENOSHA, STATE OF WISCONSIN.

PARCEL NUMBER 40-4-120-024-2701
Management Maintenance Plan

INTRODUCTION

Purpose: The purpose of this section is to detail on how Developer or its approved designee shall care for the turf grass, landscape, plantings, irrigation, and snow & ice at the facility at all times, to maintain the landscape in a fashion that meet these requirements.

Developer shall provide the Village of Paddock Lake with an annual maintenance report outlining compliance with all items as listed within this Exhibit “I”.

PARKING LOT SWEEPING & PROPERTY DEBRIS & PARKING LOT MAINTENANCE

Inspection/ Maintenance:

Occurrence: Weekly
Procedure: Inspect the parking areas and property for loose sediment and debris. Sweep all parking areas and hard surfaces clean. Pick up all debris throughout the property.

Disposal:

Occurrence: After maintenance
Procedure: Sediment and debris collected during the maintenance of paved surfaces shall be disposed of by Developer’s contractor in accordance with all federal, state, and local laws. Loose sediments must not be disposed to the storm sewer system.

Repairs:

Occurrence: Annually
Procedure: Inspect and replace/repair all loose asphalt (i.e. potholes filled etc.)

STORM SEWER AND CATCH BASINS

Inspection:

Occurrence: Annual Spring inspection (May)
Procedure: Inspect each catch basin to ensure proper function in. Repair if necessary.

Maintenance:

Occurrence: Annual Spring maintenance (May)
Procedure: Remove all oil and sediment and debris within the catch basin.

Disposal:

Occurrence: After maintenance
Procedure: Disposed of in accordance with all federal, state, and local regulations.
WET DETENTION BASINS

**Inspection:**
- **Occurrence:** Annual Spring inspection (May)
- **Procedure:** The following items will be inspected:
  - Review the *Wet Detention Basin Detail(s)* to ensure general conformance. Repair if necessary.
  - Check Wet Detention Basins by soundings or, if necessary by draining basin and conduct soil probes to determine the depth of sediment stratification. Conduct at least three (3) soundings/probes – one (1) adjacent to the outflow structure, one (1) to the furthest extent away from the outflow structure, and 1 in the middle of the basin. Conduct additional soundings/probes as may be necessary to define extent of sedimentation. Probes must be conducted using common hand soil sampling equipment such as; spade, hand probe, hand auger, bucket auger, Oakfield probe, etc.
  - Planting and seeding to ensure proper vegetative cover within the detention basin. Replant and repair if necessary. Wet Basin seeding shall be maintained by qualified individual.

**Maintenance:**
- **Occurrence:** When any of the soil probes indicate sediment stratification in excess of eighteen (18) inches in depth, or every five (5) years, whichever occurs first.
- **Procedure:** Drain basin and remove sediment. The basin must be re-established to the original design.

**Disposal:**
- **Occurrence:** After maintenance
- **Procedure:** Disposed of in accordance with all federal, state, and local regulations.

WET BASIN OUTFLOW STRUCTURE

**Inspection/Maintenance:**
- **Occurrence:** After large storm event, minimum three (3) times a year exceeding one and one-half (1 ½) inches.
- **Procedure:** The following items will be inspected:
  - Outflow structure to ensure proper function in accordance with the *Outflow Structure Detail(s)*. Repair if necessary.

MOWING & TRIMMING

**Height of Cut:**
All turf grass will be mowed at a two (2) to three and one-half (3 ½) inches height. The height of cut within this range will be determined by the time of year, and by prevailing weather
conditions. The cutting height will be shortest during cool, rainy periods in spring and fall, and longest during warm, dry periods in summer.

**Mowing Frequency:**
All turf grass will be mowed at least twenty-eight (28) times during the growing season, provided that such mowing is warranted during dry weather that would otherwise not precipitate turf grass growth. This will normally be done on a seven (7) day rotation, beginning the last week of April, and continuing through the end of October.

**Grass Clippings:**
When possible and practical, all grass clippings will be left in place, and allowed to filter down to the soil surface where they will decompose.

**Grass Trimming and Edging:**
Each mowing operation will include trimming the turf grass at the base of structures and fixtures. Walks and curbs will be edged not less than once a season with power edger. This edging will be done in such a way that crisp; straight lines are maintained along all edged surfaces.

**Cleanup:**
Each service visit will include the collection of litter and other debris from all landscape areas.

**WEED CONTROL**

**Crabgrass & Other Annual Weeds:**
All primary grass areas will be treated with a pre-emergent herbicide in early spring. To the extent possible, application will be made just prior to weed seed germination, as determined by soil temperature, growing degree-days. If required, a post-emergent herbicide will be used from late spring through early summer on those annual weeds.

**Grass Trimming and Edging:**
Each mowing operation will include trimming the turf grass at the base of structures and fixtures. Walks and curbs will be edged not less than once a season with power edger. This edging will be done in such a way that crisp; straight lines are maintained along all edged surfaces.

**Cleanup:**
Each service visit will include the collection of litter and other debris from all landscape areas.

**TREES, SHRUBS, GROUNDCOVERS & PERENNIALS**

**Pruning:**
All trees and shrubs on the site at least once a year shall be pruned. Trained personnel using professional-grade hand pruning tools, in accordance with those pruning recommendations
advocated and promoted by professional landscape maintenance-related organizations, will do all pruning.

Types of branches: Developer’s contractor will concentrate on the following kinds of branches when pruning:
- Dead branches.
- Broken branches.
- Stub from broken or previously miss-pruned branches.
- Suckers (on those trees that grown them, including flowering crabs).
- Watersprouts (on those trees that grow them, including flowering crabs and lindens).
- The inferior of two or more conflicting branches, especially when they are rubbing.
- Multiple leaders (on those trees that are prone to growing them, including maples and ash).
- Weak branches, especially those inside the plant's crown.
- Prominent branches growing toward the inside of the plant’s crown.
- Certain insect-infested or disease-infected branches (such as tent caterpillar).
- Hazard branches, such as those blocking road signs or hanging over walks at eye level.
- Nuisance branches, such as those rubbing against buildings and signs.
- Branches growing well beyond the outline of the plant’s crown.

All pruning debris will be removed from the site, and properly disposed of by Developer’s contractor.

Fertilization:
All trees, shrubs, groundcovers and perennials will be fertilized once each year, either in early to mid-spring, or in late fall, if necessary.

Weed Control:
Tree circles, and all shrub, groundcover and perennial beds, will be kept weed-free at all times. The weeds will be removed by hand-pulling, cultivation, or through the careful application of a glyphosate-containing herbicide, such as Roundup. The weeds that are hand-pulled will be removed from the site, and properly disposed of.

Mulch Maintenance:
Shredded bark mulch in tree circles and planting beds will be kept neat and attractive. Care will be taken to keep the mulch one (1) inch or less thick at the base of the tree trunks and shrub stems. If weed barrier fabric is present beneath the shredded bark mulch, areas of underlying weed barrier fabric that become visible, as the mulch shifts will be covered up, using the existing mulch.

In the early to mid spring, all mulched areas will be top dressed with one (1) inch of mixed hardwood mulch.

All stone mulch areas will be kept free of litter and weeds. If weed barrier fabric is present beneath the stone mulch, areas of underlying weed barrier fabric that become visible as the stone shifts will be covered up, using the existing stone.

Exhibit “I” – Page 4
LAWN IRRIGATION SYSTEM

Spring System Startup:
Includes charging the system, inspecting for leaks, inspecting each head for adjustment and operation, testing delay devices (if installed), setting the irrigation clock.

Seasonal Adjustments:
Includes adjusting the irrigation clock during weekly service visits to suit current weather conditions.

Fall System Service:
Includes clearing water from the lines to prevent freeze damage, closing and taping valves to prevent accidental system recharge, and disconnecting power to the clock.

SNOW REMOVAL

Snow/Ice shall be removed from all parking lots, interior sidewalks and any sidewalks servicing the property which are located on road right-of-way pursuant to the Village Code of Ordinances.

MISCELLANEOUS

Spring Cleanup:
Cleanup will include all landscape areas as soon as possible in spring. All accumulated plant debris (branches, leaves, flower stalks, etc.) and litter will be removed from the site, and properly disposed.

Fall Cleanup:
Cleanup will include all landscape areas in fall. Depending on the property, this cleanup will begin when frost kills some or all of the annual flowers, or when significant amounts of fallen leaves begin to accumulate in lawn areas or planting beds. Fall cleanup work will continue, as needed, until all fall cleanup-related work is done.
COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 10/04/2022

SUBJECT: RESOLUTION AUTHORIZING TRANSFER OF FOUR PARCELS IN SALEM LAKES TO THE VILLAGE OF SALEM LAKES FOR LIFT STATIONS.

SUBMITTED BY: Shelly Billingsley

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):
MEMORANDUM
Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 10/04/2022

SUBJECT: Memorandum of Understanding Regarding Use of ARPA Funds Law Enforcement Agency Grant

SUBMITTED BY: Captain Justin Miller

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional):
1. Proposal Overview
Division: Administration          Department: Sheriff
Proposal Summary (attach explanation and required documents):
The Kenosha County Sheriff’s Department has been awarded $141,631.80 of the state's ARPA funds through the Tribal and Local Law Enforcement Agency Initiative. This initiative aims to help offset certain costs associated with hiring, training, testing and equipping law-enforcement officers, as well as updating certain technology and policies and implementing new crime-reduction initiatives. The spending period for these funds is from March 15, 2022, until June 30, 2023.

Dept./Division Head Signature: __________________________ Date: ______

Print Name: Justin Miller

2. Department Head Review
Comments:

Recommendation: Approval □ Non-Approval □

Department Head Signature: __________________________ Date: ______

Print Name: David Beth

3. Finance Division Review
Comments:

Recommendation: Approval □ Non-Approval □

Finance Signature: __________________________ Date: ______

Print Name: __________________________

4. County Executive Review
Comments:

Action: Approval □ Non-Approval □

Executive Signature: __________________________ Date: ______

Print Name: __________________________
KENOSHA COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO. __________________

| Subject: MOU Regarding Use of ARPA Funds as part of Wisconsin’s Tribal and Local Law Enforcement Agency Initiative |
|---|---|---|---|
| Original □ | Corrected □ | 2nd Correction □ | Resubmitted □ |
| Date Submitted: 10/4/2022 | Date Resubmitted: |
| Submitted By: Judiciary & Law Enforcement Committee | |
| Fiscal Note Attached □ | Legal Note Attached □ |
| Prepared By: Captain, Administration Division, Justin Miller | Signature: |

WHEREAS, the Kenosha County Sheriff’s Department has been awarded by the Wisconsin Department of Administration ARPA Funds in the amount of $141,631.80 as part of the State’s Tribal and Local Law Enforcement Agency Initiative, and

WHEREAS, the funds can be used for recruitment incentives, medical testing for new employees, training, wellness and counseling programs, officer equipment, fuel (up to 50%), technology, temporary contract personnel, sworn law enforcement officers, jail personnel, dispatchers, to support K9 units, community policing initiatives, initiatives to address carjacking and vehicle theft, and updating use-of-force policies to comply with Act 75, and

WHEREAS, the awarding agency does not require a hard match for this award; therefore, no additional tax levy dollars are requested to implement this grant award, and

WHEREAS, the grant period for this award in between March 15, 2022 and June 30, 2023

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept this grant and approve the revenue and expenditure budget modifications, to the 2022 budget, as per the budget modification form which is incorporated herein by reference, and

BE IT FURTHER RESOLVED, that any unobligated grant funds remaining available at year-end be hereby authorized for carryover to subsequent years until the grant funds are expended according to the grant requirements or the spending period provided for the grant has expired.

NOTE: This resolution requires no funds from the general fund. The grant increases revenues by $141,631.80 and increases expenditures by $141,631.80.
Respectfully Submitted,  
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

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PROGRAM SCHEDULE
TRIBAL AND LOCAL LAW ENFORCEMENT AGENCY INITIATIVE

This Program Schedule outlining the Tribal and Local Law Enforcement Agency Initiative (the “Program”) is attached to and incorporated into the Memorandum of Understanding Regarding Use of ARPA Funds (“MOU”) between DOA and Grantee.

Award Amounts and Permissible Uses:

Program: Tribal and Local Law Enforcement Agency Initiative

Award Amount: Each tribal and local law enforcement agency in the State of Wisconsin (referred to herein as “LEAs” or “Grantees”) has been allocated a certain sum (its “Allocation”) based on the size of the population it serves, with an add-on for LEAs serving communities where violent crime exceeds the state average. The Allocation for each LEA is available on the program website (https://doa.wi.gov/Pages/LocalGovtsGrants/leagrant.aspx) and incorporated by reference herein.

Program Duration: An LEA may use its Allocation to reimburse eligible expenditures incurred between March 15, 2022 and June 30, 2023. Expenditures incurred outside that time window are not eligible for reimbursement under this Program. For purposes of this Program, an expenditure is not “incurred” until the LEA or its affiliated Tribal or local government has paid it.

How it Works: During a quarterly Reporting Period, an LEA may draw down its Allocation and receive allocated funds by reporting eligible expenditures for reimbursement through the Program’s online reporting system. DOA will process these submissions and reimburse each LEA’s reported eligible expenditures from the remaining balance of its Allocation. The first Reporting Period is expected to occur during a two-week period in September 2022; they will occur on a quarterly basis thereafter until the completion of the Program.

Example: An LEA has a $20,000 allocation. During the September 2022 Reporting Period, it uses the online reporting system to report $8,000 in eligible expenditures incurred since March 15, 2022. DOA processes the reimbursement request and pays $8,000 to the LEA, leaving $12,000 in the LEA’s Allocation. In the next quarterly Reporting Period, the LEA submits another $7,000 in eligible expenditures. Those eligible expenditures are again processed and reimbursed, leaving the LEA with $5,000 of its Allocation remaining to reimburse expenditures reported in subsequent Reporting Periods.

Permitted Uses of Funds: The Program is intended to provide LEAs with additional resources to help offset certain costs associated with hiring, training, testing, and equipping law-enforcement officers, as well as updating certain technology and policies and implementing new crime-reduction initiatives. The following expenditures are eligible for reimbursement under the Program, subject to the limitations set forth in the MOU, this Program Schedule, and applicable state and federal law:

1. Recruitment incentives. The Program will reimburse the costs of certain financial incentives to recruit new officers, jail personnel, and dispatchers (referred to collectively below as “new hires”), as follows:
   a. The costs of a new hire’s academy or other formal preparatory training, to the extent the new hire’s training costs are reimbursed by the LEA following acceptance of employment.
   b. A signing bonus of up to $2,000 for each new hire.
   c. For each new hire whose most recent employer was an out-of-state governmental agency, an additional bonus of up to $500 for each year of relevant out-of-state experience as a law enforcement officer, jailer, or dispatcher, up to an additional $2,000. Thus, for a new hire from an out-of-state law governmental agency with four or more years’ relevant experience, this Program will reimburse the cost of providing a signing bonus of up to $4,000.
Each new hire who receives recruitment incentives that are reimbursed through this Program must provide the LEA with a written statement affirming that the new hire intends to complete at least three years’ continuous employment with the LEA. The LEA is responsible for collecting and maintaining those statements; it does not need to provide copies of those statements when making reimbursement requests unless specifically requested by DOA.

Each LEA is responsible for conducting appropriate background checks on employment candidates. New hires with a record of misconduct are not eligible to receive recruitment incentives that are reimbursed through this Program.

2. **Medical testing.** The Program will reimburse the costs of job-related medical testing of officers, including physical examinations, hearing tests, drug tests, pre-employment psychological examinations, and other medical testing.

3. **Training.** The Program will reimburse the costs of providing training to help reduce violence and improve community safety, including programs to train officers in any of the following subject areas:
   a. Crisis intervention, including training for interactions with individuals suffering from mental illness and addiction.
   b. Resiliency and suicide prevention.
   c. Use-of-force options and de-escalation tactics, including scenario-based training aimed at stabilizing potentially dangerous situations to allow more time and options for safe resolution.
   d. Implicit bias.
   e. “Active bystander” training.
   f. The emergency detention process.
   g. Homicide investigation.
   h. Any annual recertification training required by the Wisconsin Law Enforcement Standards Board.

4. **Wellness and counseling programs.** The Program will reimburse the costs of providing wellness, counseling, or behavioral health programs or services to officers.

5. **Officer equipment, fuel, and technology, excluding weapons.** The Program will reimburse the costs of purchasing the following:
   a. Uniforms, duty belts, holsters, handcuffs, boots, bulletproof vests and other protective gear, radios, flashlights, and other equipment of a similar nature.
   b. License-plate readers, security cameras, and smart cameras, including thermal imaging cameras and vehicle-mounted cameras.
   c. Mobile data computers and equipment purchased for the purpose of improving wireless connectivity in LEA vehicles, such as mobile hot spots.
   d. Body cameras and body camera-activating holsters.
   e. Upgrades to public safety answering point (PSAP) systems or infrastructure.
   f. Any accessories, software, services (including installation), or specialized training needed to utilize items in categories 5.a to 5.e above.
   g. Up to 50 percent of the fuel and charging costs for LEA vehicles.

Weapons (including non-lethal weapons) and ammunition are not eligible for reimbursement through this Program.

6. **Temporary contract personnel.** The Program will reimburse the costs of retaining temporary contract personnel to assist with processing evidence, reducing backlogs, or other tasks that help LEAs conduct criminal investigations. When reporting these expenditures in the online reporting system, the LEA must identify the contractor used and the nature of the services performed.

7. **Sworn law enforcement officers, jail personnel, and dispatchers.** The Program will reimburse certain costs associated with sworn law enforcement officers, as follows:
a. The additional payroll costs associated with increasing part-time officers, dispatchers, or jail personnel to full-time positions.

b. For LEAs that adopt or engage in initiatives to reduce violent crime (including offenses involving firearms), the payroll costs of officers for time worked on such initiatives.

c. The payroll costs of officers for time worked on Crisis Intervention Teams.

d. For LEAs serving communities where the violent crime rate exceeds the state average, as identified in Appendix 1, the full payroll costs for new hires (as defined in paragraph 1 above) made on or after March 15, 2022.

8. **K9 units.** The Program will reimburse the costs associated with purchasing canines to assist officers with law enforcement functions, including any related training costs.

9. **Community policing initiatives.** The Program will reimburse costs associated with designing and implementing community policing initiatives, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives. For purposes of this Program, “community policing initiatives” refer to place-based, community-oriented crime reduction strategies in targeted neighborhoods suffering from chronic crime issues.

10. **Initiatives to address carjacking and vehicle theft.** The Program will reimburse costs associated with designing and implementing initiatives to prevent and investigate incidents of carjacking and vehicle theft, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives.

11. **Updating use-of-force policies to comply with Act 75.** The Program will reimburse costs associated with updating their use-of-force policies to comply with the standards set forth in 2021 Wisconsin Act 75, including any costs of training related to these standards.

Expenditures not included in the above categories are not eligible for reimbursement through this Program.

**Procurement limitations:** All expenditures submitted for reimbursement through this Program must comply with Grantee’s local procurement procedures and must avoid conflicts of interest, acquisition of unnecessary or duplicative items, excessive costs, or other waste.

**Payments:**

Grantee shall make requests for reimbursement payments by reporting eligible expenditures through DOA’s online reporting system during Reporting Periods.

Reimbursement payments shall only be made after the MOU has been fully executed by Grantee and DOA, the Grantee has reported expenses that are eligible for reimbursement in compliance with the MOU and this Program Schedule, and responses are provided by Grantee for any questions from DOA within timeframes designated by DOA.

DOA shall make payment by check or via Automated Clearing House (ACH).

Payments to Grantee that exceed allowable expenses pursuant to the terms of the Agreement, if outstanding at the expiration of this Agreement, shall be repaid to DOA within 60 days of the expiration date of the Performance Period. DOA, in accordance with State procedures, shall reconcile payments and report expenses.

**Records and Reporting:**

Grantee is responsible for maintaining records sufficient to demonstrate that the expenditures submitted for reimbursement are eligible expenditures under the MOU and this Program Schedule. Grantee will cooperate with
any inquiry and provide any relevant information or records requested by DOA or any of its authorized representatives relating to the expenditures submitted for reimbursement.

Grantee understands that DOA is required to submit quarterly and annual reports to the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021. Grantee shall timely provide DOA with all information that may be necessary to comply with those reporting requirements.

Grantee must retain records for a period of at least five years after all ARPA State and Local Fiscal Recovery Funds provided by the Department of Treasury to the State of Wisconsin have been expended or returned to the federal government. Current law requires the State to expend or return such funds no later than December 31, 2026.

Administration:

The DOA employee responsible for the administration of this MOU with respect to this Program Schedule shall be DOA’s Administrator of the Division of Intergovernmental Relations or their designee, who shall represent DOA’s interest in review of quality, quantity, rate of progress, timeliness, compliance, federal reporting, and related considerations as outlined in this MOU.

The Grantee employee responsible for the administration of this MOU with respect to this Program Schedule shall be the person designated as “contact person” by Grantee, who shall represent Grantee’s interest regarding Agreement performance, financial records, and related considerations. DOA shall be immediately notified of any change of this designee.

All correspondence, notices or requests under this MOU shall be in writing, in electronic form or otherwise, to the addresses listed below:

**To DOA:**

Dawn Vick  
Administrator  
Division of Intergovernmental Relations  
Department of Administration  
101 E. Wilson St.  
Madison, WI 53703  
E-mail: LEAGrant@wisconsin.gov

**To Grantee:**

The “contact person” designated by Grantee

Certifications:

By submitting an expenditure to DOA for reimbursement through this Program, Grantee certifies all the following:

1. That the expenditure is a permitted use of funds, as described in this Program Schedule.
2. That the expenditure was incurred by the Grantee or its affiliated Tribe, county, city, village, or town and has not been reimbursed by any other third-party source.
3. That all other information provided by Grantee to DOA relating to the expenditure is accurate.
4. That the Grantee has and will maintain records of the expenditure for the period required by this Program Schedule, including, if applicable, statements affirming that new hires receiving recruitment incentives intend to complete at least three years’ continuous employment with Grantee.
5. That the Grantee is not a federally debarred contractor and is not on the list of parties excluded from federal procurement and non-procurement contracts.
Appendix 1

Adams County Sheriff's Office
Adams Police Department
Altoona Police Department
Antigo Police Department
Appleton Police Department
Ashland County Sheriff's Office
Ashland Police Department
Ashwaubenon Police Department
Baraboo Police Department
Barron Police Department
Bayfield Police Department
Beloit Police Department
Big Bend Police Department
Black River Falls Police Department
Bloomer Police Department
Boscobel Police Department
Brown Deer Police Department
Burlington Police Department
Burnett County Sheriff's Office
Butler Police Department
Chetek Police Department
Chilton Police Department
Chippewa Falls Police Department
Clintonville Police Department
Coleman Police Department
Cornell Police Department
Crandon Police Department
Cudahy Police Department
Dane County Sheriff's Office
Delavan Police Department
Dunn County Sheriff's Office
East Troy Village Police Department
Eau Claire County Sheriff's Office
Eau Claire Police Department
Elkhorn Police Department
Elroy Police Department
Everest Metro Police Department
Fennimore Police Department
Fitchburg Police Department
Florence County Sheriff's Office
Fond du Lac Police Department
Forest County Sheriff's Office
Fort Atkinson Police Department
Frederic Police Department
Glendale Police Department
Grand Chute Police Department
Grantsburg Police Department
Green Bay Police Department
Greendale Police Department
Greenfield Police Department
Hayward Police Department
Horicon Police Department
Hudson Police Department
Iron River Police Department
Janesville Police Department
Jefferson Police Department
Juneau County Sheriff's Office
Kaukauna Police Department
Kenosha County Sheriff's Office
Kenosha Police Department
Kewaunee County Sheriff's Office
Kiel Police Department
La Crosse Police Department
Lac Courte Oreilles Tribal Police Department
Lac du Flambeau Police Department
Lake Delton Police Department
Lake Hallie Police Department
Lake Mills Police Department
Lancaster Police Department
Lincoln County Sheriff's Office
Madison Police Department
Manawa Police Department
Manitowoc Police Department
Marinette Police Department
Marion Police Department
Markesan Police Department
Marshall Police Department
Marshfield Police Department
Mauston Police Department
Mayville Police Department
Medford Police Department
Menasha Police Department
Menominee Tribal Police Department
Menomonie Police Department
Milwaukee Police Department
Minocqua Police Department
Mondovi Police Department
Monroe County Sheriff's Office
Mount Pleasant Police Department
Muscooda Police Department
Neenah Police Department
New Lisbon Police Department
New Richmond Police Department
Oak Creek Police Department
Oconto Police Department
Omro Police Department
Osceola Police Department
Oshkosh Police Department
Palmyra Police Department
Phillips Police Department
Platteville Police Department
Pleasant Prairie Police Department
Plover Police Department
Portage Police Department
Poynette Police Department
Pulaski Police Department
Racine Police Department
Rhinelander Police Department
Rice Lake Police Department
Ripon Police Department
Rock County Sheriff's Office
Rusk County Sheriff's Office
Sawyer County Sheriff's Office
Seymour Police Department
Shawano Police Department
Sheboygan Police Department
Shiocton Police Department
Siren Police Department
Sparta Police Department
Spoon River Police Department
Spring Valley Police Department
St. Croix Falls Police Department
Stanley Police Department
Stevens Point Police Department
Summit Police Department
Superior Police Department
Tomah Police Department
Town of Beloit Police Department
Town of Brookfield Police Department
Town of Madison Police Department
Twin Lakes Police Department
Two Rivers Police Department
Washburn Police Department
Waterloo Police Department
Watertown Police Department
Waukesha Police Department
Waupaca Police Department
Wausau Police Department
Wauwatosa Police Department
Webster Police Department
West Allis Police Department
West Bend Police Department
West Milwaukee Police Department
West Salem Police Department
Whitewater Police Department
Wisconsin Dells Police Department
Wisconsin Rapids Police Department
As required by Section 59.69(2)(e), the following report is being made on the petitions to the October 12, 2022 Planning, Development & Extension Education Committee meeting that have been filed in the Kenosha County Clerk & Kenosha County Planning & Development Offices for future consideration by the County Board.

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

2. **Daniel H & Julie P Robers**, 333 Dardis Dr., Burlington, WI 53105 (Owner), Meyer Material Co. dba Lafarge Aggregates Illinois, Inc., 1300 S. Illinois Route 31, South Elgin, IL 60177 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Farmland Protection” and “Isolated Natural Resource Area” to “Extractive”, “Farmland Protection” and “Isolated Natural Resource Area” on Tax Parcel #95-4-219-291-0100, located in the NE ¼ of Section 29, T2N, R19E, Town of **Wheatland**.


4. **Meyer Material Co. dba Lafarge Aggregates Illinois, Inc.**, 1300 S. Illinois Route 31, South Elgin, IL 60177 (Lessee), Daniel H & Julie P Robers, 333 Dardis Dr., Burlington, WI 53105 (Lessor), requesting an amendment of a Conditional Use Permit (originally approved on March 13, 1996) to allow an expansion of a gravel pit in the M-3 Mineral Extraction Dist. on Tax Parcel #95-4-219-291-0100, located in the NE ¼ of Section 29, T2N, R19E, Town of **Wheatland**.
5. **Tabled Request of Kendall Developments Inc**, PO Box 37, Spring Grove, IL 60081 (Owner), Kendall Kendall, PO Box 37, Spring Grove, IL 60081 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from “Agricultural and Rural-Density Residential” and “Non-Farmed Wetland” to “Agricultural and Rural-Density Residential”, “Suburban-Density Residential” and “Non-Farmed Wetland” on Tax Parcel #60-4-119-343-0231, located in the SW ¼ of Section 34, T1N, R19E, Town of Randall.

6. **Tabled Request of Kendall Developments Inc**, PO Box 37, Spring Grove, IL 60081 (Owner), Kenneth Kendall, PO Box 37, Spring Grove, IL 60081 (Agent), requesting a rezoning from A-1 Agricultural Preservation Dist., R-1 Rural Residential Dist. & C-2 Upland Resource Conservancy Dist. to A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist. & C-1 Lowland Resource Conservancy Dist. on Tax Parcel #60-4-119-343-0231, located in the SW ¼ of Section 34, T1N, R19E, Town of Randall.

7. **Tabled Request of Kendall Developments Inc**, PO Box 37, Spring Grove, IL 60081 (Owner), Kenneth Kendall, PO Box 37, Spring Grove, IL 60081 (Agent), requesting a Preliminary Plat of Orchard Hill Estates on Tax Parcel #60-4-119-343-0231, located in the SW ¼ of Section 34, T1N, R19E, Town of Randall.

8. Review and approval of ordinance amendments to the text of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance. The proposed text changes will create a Solar Energy Systems ordinance compliant with Section 66.0401 & 66.0403 of the Wisconsin State Statutes

9. Approval of Minutes

10. Citizens Comments

11. Any Other Business Allowed by Law

12. Adjournment

Sincerely,

ANDY M. BUEHLER, Director
Division of Planning & Development

AMB:BF:aw
Via Process Server and Certified Mail

Ms. Bethany Ormseth
Kenosha Unified School District
3600 52nd Street
Kenosha, WI 53144

Re: Ramona Nunez as Mother of [redacted] a minor

Wis. Stat.§ 893.80 Notice of Claim

Dear Ms. Ormseth,

We represent Ramona Nunez as Mother of [redacted] a minor regarding the personal injury he suffered on May 31, 2021. The purpose of this letter is to provide notice to the Kenosha Unified School District and Mahone Middle School pursuant to the statutory requirements outlined in Wis. Stat. § 893.80.

Date: May 31, 2021
Location: The field of Mahone Middle School

Claimant: Address: Ramona Nunez
2000 Jerome Blvd.
Racine, WI 53403

Description of claim:

Ms. Nunez’s son, [redacted], was in gym class at Mahone Middle School, playing football in the school’s field. [redacted] jumped over a three-foot fence in order to catch a flyaway ball. When returning to the field, he slipped while coming back over the fence, ripping his left middle finger on the unprotected fence top. At the time, the staff-to-student ratio was 40 to 2. Although the gym teacher was aware that [redacted] jumped the fence, he did not intervene. This a lack of supervision resulted in [redacted] injury.
Itemized Statement of Relief Sought:

[Redacted] suffered a laceration to his left middle finger, which was so severe that the local hospital emergency department at was unable to address the injury. [Redacted] had to be transported to Children’s Memorial in Milwaukee, where a hand surgeon provided treatment. [Redacted] may have damage to the ligaments. The basis of this claim is that Mahone Middle School and Kenosha Unified School District breached their duty of care and was negligent in its supervision of students.

Ms. Nunez reserves the right to proceed forward with all other damages, as may be discovered, including but not limited to medical expenses, pain and suffering, and permanent injuries. At time of this writing, the specific amount of past medical expenses is not known, but the amount is in excess of $15,000.00.

Very truly yours,

[Signature]

James Payne

cc:  Regi Waligora, County Clerk
Ryan Anderson (ryan.anderson@charlestaylor.com)
Ms. Ramona Nunez via Email