



Judiciary and Law Enforcement Committee Agenda
Kenosha County Administration Building
2nd Floor Committee Room
Wednesday, October 12, 2017 at 6:00 p.m.

NOTE: UNDER THE KENOSHA COUNTY BOARD RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS.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 SECTION 2 C OF THE COUNTY BOARD RULES. FURTHERMORE, ANY MATTER DEEMED BY A MAJORITY OF THE BOARD TO BE GERMANE TO AN AGENDA ITEM MAY BE DISCUSSED AND ACTED UPON DURING THE COURSE OF THIS MEETING AND ANY NEW MATTER NOT GERMANE TO AN AGENDA ITEM MAY BE REFERRED TO THE PROPER COMMITTEE. 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

1. **CALL TO ORDER BY CHAIRWOMAN**
2. **ROLL CALL**
3. **CITIZEN COMMENTS**
4. **SUPERVISOR COMMENTS**
5. **CHAIRWOMAN COMMENTS**
6. **APPROVAL OF MINUTES FROM SEPTEMBER 7, 2016**
7. **RESOLUTION FROM THE DIVISION OF PERSONNEL SERVICES AND THE JUDICIARY AND LAW ENFORCEMENT COMMITTEE:**

- Resolution to Approve the Appointment of Thomas Santarelli to the Kenosha County Civil Service Commission

Documents:

[SANTARELLI RESOLUTION.PDF](#)

8. **PRESENTATION OF 2017 BUDGETS:**
 - 6:05 Juvenile Intake
 - 6:15 District Attorney
 - 6:30 Clerk of Courts
9. **RESOLUTIONS FROM THE KENOSHA COUNTY SHERIFF'S DEPARTMENT:**

- Probationary Cabaret License - Bella Vita LLC
- 2016 Organized Crime Drug Enforcement Task Forces Strategic Initiative (OCDEF) Funding for Overtime

Documents:

[BELLA VITA RESOLUTION.PDF](#)
[OCDETF RESOLUTION.PDF](#)

10. **MEMO FROM THE KENOSHA COUNTY SHERIFF'S DEPARTMENT REGARDING
AMAZON / SUPERVISOR OVERTIME PAY**

Documents:

[AMAZON MEMO.PDF](#)

11. **PRESENTATION OF 2017 BUDGETS:**

- 7:00 Sheriff's Department

12. **ANY OTHER BUSINESS ALLOWED BY LAW**

13. **ADJOURNMENT**

A Quorum of Other Committees or of the County Board May be Present.

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: REQUEST TO APPROVE THE APPOINTMENT OF THOMAS SANTARELLI TO THE KENOSHA COUNTY CIVIL SERVICE COMMISSION.			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 18, 2016		Date Resubmitted:	
Submitted By: Judiciary & Law Enforcement and Finance/Administration Committees			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert Riedl Director - Division of Personnel Services		Signature:	

WHEREAS, pursuant to County Executive Appointment 2016/17-15, the County Executive has appointed Thomas Santarelli to serve on the Kenosha County Civil Service Commission; and

WHEREAS, the Judiciary & Law Enforcement and Finance/Administration Committees of the Kenosha County Board of Supervisors has reviewed the request of the County Executive for confirmation of the above-named to serve on the Kenosha County Civil Service Commission 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 Thomas Santarelli to the Kenosha County Civil Service Commission. Mr. Santarelli's appointment shall be effective immediately and shall continue until the 31st day of December 2019, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mr. Santarelli will serve without pay, but will receive a per diem. He will be succeeding Carl Holborn.

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Leah Blough, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Boyd Frederick, Vice-Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor, Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Michael Skalitzky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeffrey Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Terry W. Rose, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Ronald J. Frederick, Vice-Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeffrey Gentz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Edward Kubicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Rick Dodge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Daniel Esposito	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

1010 – 56th Street, Third Floor

Kenosha, Wisconsin 53140

(262) 653-2600

Fax: (262) 653-2817

APPOINTMENT 2016/17-15

RE: KENOSHA COUNTY CIVIL SERVICE COMMISSION

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. Thomas Santarelli
Madigrano, Aiello & Santarelli, LLC
1100 56th Street
Kenosha, WI 53140

to serve on the Kenosha County Civil Service Commission beginning immediately upon confirmation of the County Board and continuing until the 31st day of December, 2019 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Santarelli will serve without pay, but will receive a per diem.

Mr. Santarelli will be succeeding Carl Holborn.

Respectfully submitted this 1st day of September, 2016.

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
COUNTY BOARD CHAIR APPOINTMENT

APPOINTMENT PROFILE

KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: Thomas Matthew Santarelli
First Middle Last

Residence Address: 4277 98th St., Pleasant Prairie, WI 53158

Previous Address if above less than 5 years: 1804 89th Place, Kenosha, WI 53143

Occupation: Madrigrano, Aiello & Santarelli, LLC Attorney at Law
Company Title

Business Address: 1100 56th St., Kenosha, WI 53143

Telephone Number: Residence 262.705.8855 Business 262.657.2000

Daytime Telephone Number: 262.657.2000

Mailing Address Preference: Business () Residence ()

Email Address: ts@kenoshalaw.com

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

If yes, please attach a detailed document. See attached

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.

Boys and Girls Club of Kenosha, Former Board Member, St. Joseph Catholic Academy, Volunteer
Southport Bank, Current Board Member, Kenosha County Bar Association, Member
Little Leaguers of Kenosha, Inc., Volunteer

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

Kenosha Achievement Center
Italian American Society

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

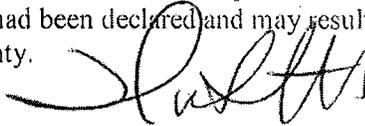
Kenosha County Commissions, Committees, & Boards
Appointment Profile - Page 2

Governmental Services: List services with any governmental unit.
None.

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

Local attorney active in the community, provide a different perspective from current of the Commission.

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

August 24, 2016
Date

Please Return To: County Board of Supervisors
1010 - 56th Street
Kenosha, WI 53140

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____ Reappointment _____

Previous Terms: _____

ADDENDUM TO KENOSHA COUNTY APPOINTMENT PROFILE

Thomas M. Santarelli

Business with any part of Kenosha County Government:

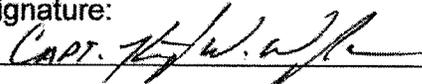
1. I was part owner of the building located at 1100 56th Street that was sold to Kenosha County in December 2014.
2. I am a member of the law firm that currently rents office space at 1108 56th St., Kenosha, WI from Kenosha County.
3. I currently act as legal counsel to Kenosha County in a collection matter currently pending in Kenosha County Circuit Court.

KENOSHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: PROBATIONARY CABARET LICENSE:

Bella Vita LLC

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: September 20th, 2016		Date Resubmitted	
Submitted By: Judiciary & Law Enforcement Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Kenneth W. Weyker Captain of Field Operations		Signature: 	

WHEREAS, the application of Heather Boeckenstedt for a probationary cabaret license for Bella Vita LLC, 34816 Geneva Rd. New Munster, WI 53105, Wisconsin, in the Town of Wheatland, was made during the month of July, 2016, was turned over to this office on July 9th, 2016, and

WHEREAS, the Kenosha Sheriff's Department has conducted an inspection of the premises on 07/09/16 and

WHEREAS, the premises were found to be in conformity with the Cabaret Ordinance Number 8.02, and

NOW, THEREFORE BE IT RESOLVED, that because this is the initial application by the license holder, a probationary license be granted to Heather Boeckenstedt.

Respectfully Submitted,

JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Leah Blough, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Boyd Frederick, Vice-Chairperson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Mike Skalitzky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeff Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CASE # 2016-100127

APPLICATION FOR PROBATIONARY CABARET LICENSE

Kenosha County, Wisconsin

DATE: July 6, 2016

TO THE KENOSHA COUNTY BOARD OF SUPERVISORS:

I, as holder of a Class B Liquor License, hereby apply for a Probationary Cabaret License for:

Bella Vita LLC
Name of Premises Address

PO BOX 771 New Munster, WI. 53152
Mailing Address Zip Code

Located in the Town of Wheatland, in the County of Kenosha from the date hereof for **6 months**, (an application for a regular cabaret license will be sent upon expiration of the probationary license) and I hereby agree to deposit **\$200.00** for said license and to comply with all the provisions of the Cabaret License Ordinance adopted by the County Board and in effect March 6, 2001 and all the laws of the State of Wisconsin pertaining thereto.

Heather Boeckstedt
PRINT LICENSE HOLDER'S NAME

Brian Boeckstedt
(262) 206-1299

[Signature]
Signature of Applicant (Must be license holder)

262-592-10107
Day-time Telephone Number

A PHOTOCOPY OF YOUR CLASS B LIQUOR LICENSE MUST BE SUBMITTED WITH THIS APPLICATION

NOTE: AN UPDATED LIQUOR LICENSE MUST BE FILED WITH THE CLERK'S OFFICE FOLLOWING RENEWAL IN JULY

CASE # 2016-100127

KENOSHA COUNTY
1010 56th Street
Kenosha, WI 53140

** REPRINT **
7/06/2016 Receipt Number: 160006345
3:04 PM Received by . : REGD
FROM: BELLA VITA LLC

Cabaret License-Probat 200.00

Dance Hall & Cabaret
100-140-1410-1000-4401

Receipt Total . :	200.00
Amount Tendered :	200.00
Change :	.00

Payment Rcvd: Cash :	.00
Check :	200.00
Charge:	.00
Other :	.00

FOR CHECK PAYMENTS, RECEIPT IS
NOT VALID UNTIL THE CHECK HAS
CLEARED ALL BANKS.

BLB Combination Class B Retail License
Wisconsin Department of Revenue, Income, Sales & Excise Tax Division

COMBINATION
FORM

No. 2016/2017 -- 003

CLASS B RETAILER'S LICENSE
for the sale of
FERMENTED MALT BEVERAGES and INTOXICATING LIQUORS

WHEREAS, the local governing body of the **TOWN of WHEATLAND**, County of **KENOSHA**, Wisconsin, has, upon application duly made, granted and authorized the issuance of a Retail Class "B" License to **Bella Vita LLC** to sell Fermented Malt Beverages as defined by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the Treasurer the sum of **\$100.00** for such Class "B" Retailer's Fermented Malt Beverage license as required by local ordinances,

AND WHEREAS, the local governing body has granted and authorized the issuance of a "Class B" Intoxicating Liquor License to said applicant to sell intoxicating liquor as defined in and pursuant to Chapter 125.51(3) of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of **\$200.00** for such "Class B" Intoxicating Liquor License as provided by local ordinances and has complied with all the requirements necessary for obtaining such licenses,

LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises **"Bella Vita", 34816 Geneva Rd., New Munster, 70' x 138' and 90' x 106' one-story, frame, banquet hall building.**

FOR THE PERIOD from July 1, 2016 thru June 30, 2017.

Given under my hand and the corporate seal of the

TOWN of WHEATLAND

this twenty-third day of June, 2016


Sheila M. Siegler

Sheila M. Siegler, Town Clerk

CASE# 2016-100127

INCIDENT REPORT CLASS _____
 CRIME - PROPERTY CODE _____
 CRIME - PERSON

DATE & TIME REPORTED
07-09-16 At 1627 Hours

PAGE
1 OF 3

JURISDICTION GRID

CASE OR EVENT NO.
2016-100127

COMPLAINANT/REPORTING PERSON - NAME (FIRM NAME, IF BUSINESS)
LAST FIRST MI

Bella Vita Banquets

RESIDENCE ADDRESS CITY STATE ZIP
34816 Geneva Road New Munster WI 53105

EMPLOYMENT OR SCHOOL

CITY

CRIME OR INCIDENT

Cabaret License Inspection

DATE - TIME OCCURRED

SAA

WEATHER - LIGHT CONDITIONS

Clear - Day

DESCRIBE LOCATION OF OFFENSE OR TYPE OF PREMISE

Business

ADDRESS OR LOCATION OF INCIDENT

SAA

SUSPECT/ STOLEN VEHICLE	MAKE	MODEL	BODY TYPE	COLOR	YEAR
---	---	---	---	---	---

VIN

LICENSE

STATE

YR

IDENTIFYING CHARACTERISTICS

WEAPON, TOOL, OR MEANS OF ATTACK

N/A

METHOD USED TO COMMIT CRIME - M.O

N/A

TRADEMARKS OF SUSPECT(S) ACTION OR CONVERSATION

N/A

NATURE OF INJURIES AND LOCATION ON BODY - VICTIM'S CONDITION

N/A

TYPE OF PROPERTY TAKEN/DAMAGED - SEE STOLEN PROPERTY REPORT

N/A

SERIAL OR I.D.

N/A

TOTAL LOSS VALUE

N/A

RECOVERED

YES

NO

DESCRIPTION OF PROPERTY - MAKE, MODEL, COLOR

N/A

LICENSE NO

N/A

STATE

YEAR

SUMMARY OF CRIME OR INCIDENT

On 07-09-16 at 1627 hours, I, Deputy B. Ergish #306 responded to Bella Vita Banquets (34816 - Geneva Road) reference a Cabaret License Inspection. Upon arrival, I made contact with one of the owner/managers and provided him with a copy of Kenosha County ordinance #8.02. I completed a Cabaret license checklist and a rough diagram of the business. The business appeared to be in compliance with Kenosha County Ordinance #8.02 and I recommend a cabaret license be issued.

Class B License: No. 2016/2017--003

See report for further information.

NO CONSENT FORM

I, _____, HAVE GIVEN NO ONE CONSENT TO:

WITNESS

SIGNED

DATE

EVIDENCE RECOVERED: None
 DISPOSITION OF EVIDENCE: N/A

INQUIRY/ENTRY: YES NO
 TTY CANCELLED:
 DATE - TIME: _____

REPORTING OFFICER: Deputy Brandon Ergish NO. 306
 2ND OFFICER: _____

BE #306

VICTIM RIGHTS FORM: YES NO
 PHOTOS: YES NO
 SKETCHES/DIAGRAMS: YES NO

STATUS: OPEN CLOSED
 CLEARED BY ARREST SUPERVISOR: _____ UNFOUNDED

UNIT REFERRED TO: TAVELN, 148
 SUPERVISOR: SGT [Signature] 220

KENOSHA SHERIFF'S DEPARTMENT SUPPLEMENTARY INVESTIGATION REPORT

Case or Event No. 2016-100127	No. of Pages Page 2 of 3
Date of Supplemental	Date Time Reported 07-09-16 At 1627 Hours

Involved Parties							
Codes - C= Complainant I= Involved Person V=Victim S= Suspect R=Reporting Person							
Name Last	First	MI	DOB	Race	Sex	Driver's License No.	
Address		City - State - Zip				Phone No.	

I - Boeckenstedt, Po Box 771	Brian	R.	10-14-68	W/M	(Co-Owner/Manager)		
			New Munster, WI 53152		262-206-1299		
I - Boeckenstedt, Po Box 771	Heather	M.	03-17-74	W/F	(Co-Owner/Manager)		
			New Munster, WI 53152		262-206-1299		

On 07-09-16 at 1627 hours, I, Kenosha Sheriff's Deputy B. Ergish #306 responded to the Bella Vita Banquets (34816 Geneva Road) for a cabaret license inspection. Upon arrival, I made contact with one of the owner/managers who was identified with his Wisconsin photo driver's license as Brian Boeckenstedt. Bella Vita was not open during my inspection and I did not observe anyone there other than Brian. Brian said that the Bella Vita is only open when someone has booked one of their banquet halls.

I provided Brian with a copy of Kenosha County Ordinance #8.02 and instructed him to read it thoroughly. Brian informed me that he and his wife, Heather Boeckenstedt, are the owner/managers of Bella Vita and that they are the only two key holders of the business. I also instructed Brian to contact the local building inspector to arrange for a building inspection of his business and to forward the results of the inspection to Kenosha Sheriff's Supervision. I informed Brian that if he does not complete this task, his application for the cabaret license will be denied. Brian said that he understood.

On the copy of the application for the probationary cabaret license the agent listed is Heather Boeckenstedt. On the copy of the Class B Liquor License that will be attached with this report, there is no agent listed on it. "Bella Vita LLC" and "Bella Vita" are the only names provided on the license. The Class B Liquor License is #No. 2016/2017-003 and reads that the "Bella Vita" is permitted to sell liquor from July 1, 2016 thru June 30, 2017.

Brian led me on a walk-through of the Bella Vita. I observed several exit doors located on all sides of the building. All of the exits were clearly marked with overhead illuminated signs that were easy to see. I didn't observe any of the exits to be obstructed in anyway.

I observed the building to be wide open as it is used for ceremonies, wedding's etc. There is a dividing wall in the center of the building to which there are two main halls. One of the halls could be turned into two halls by a large dividing curtain that hung from the ceiling. I observed there to be a

Reporting Deputy Sheriff: Deputy B. Ergish # 306 BE # 306	2nd Reporting Deputy Sheriff:	Supervisor: SGT [Signature] 220
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KENOSHA SHERIFF'S DEPARTMENT SUPPLEMENTARY INVESTIGATION REPORT

Case or Event No. 2016-100127	No. of Pages Page 3 of 3
Date of Supplemental	Date Time Reported 07-09-16 At 1627 Hours

Involved Parties							
Codes - C= Complainant I= Involved Person V=Victim S= Suspect R=Reporting Person							
Name Last	First	MI	DOB	Race	Sex	Driver's License No.	
Address			City - State - Zip		Phone No.		

bar area in the main hall (the hall that did not have the dividing curtain) and I observed there to be two stations (both stations to serve alcohol) in the hall with the dividing curtain. I also observed a small stage in the northeast corner of the main hall. The stage was raised approximately 12 inches from the ground floor and appeared to be sturdy.

On the east end of the building I observed there to be a kitchen area and an office that is for employees only. In the office, I observed the posting of the liquor and bartender licenses. I informed Brian that he must post these items in a conspicuous place for the public eye. Brian said that he understood and said he would post it in one of his halls. I observed a bartender's license for Brian on this posting. The license did not provide an exact expiration date as it read "No: 2016/2017 - 02" to which Brian said that is what the Town of Wheatland provided him. Brian said that means that it is good until the year of 2017.

Brian also showed me an outside area that he plans on using for wedding ceremonies. This area is to the south of the building and was covered with rocks and weeds. Brian said that he plans on landscaping the area and installing a fountain for the wedding ceremonies.

After speaking with Brian and inspecting the Bella Vita, I see no reason for not approving the cabaret license for Bella Vita Banquets.

I recommend that Deputies do a tavern check on the establishment in the future to make sure Brian has re posted the bartender and liquor licenses in a conspicuous place for the public view.

I took no further action.

End of Report

Reporting Deputy Sheriff: Deputy B. Ergish # 306 <i>BE # 306</i>	2nd Reporting Deputy Sheriff:	Supervisor: <i>Sgt [Signature]</i>
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CABARET LICENSE INSPECTION CHECKLIST

Establishment: BELLA VITA

- BE 306 (1) Give the attached copy of Kenosha County Ordinance #8.02 to the business owner/manager.
- BE 306 (2) Obtain complete personal information, (i.e. name, d.o.b., address and telephone number), of the following person(s).
- Owner
 - Manager
 - Agent listed on the cabaret license application
 - Agent listed on the current class "B" liquor license
 - Keyholder's not mentioned above
- *** Please list their respective roles within the business
- BE 306 (3) List the "business name" as the complainant at the top of the face sheet.
- BE 306 (4) Conduct a physical inspection of the premises. If a diagram is attached to this packet, please verify that it is current. If only minor changes are required, please make them on the diagram provided. If major changes are required or there is no existing diagram with this packet, please submit a new one.
- BE 306 (5) Inform the owner/manager that the establishment is responsible for making contact with the local building inspector to arrange for a building inspection. The results are to be forwarded to the Shift Commander (2nd shift Patrol) at the Kenosha County Sheriff's Department as soon as possible. Failure to do so will result in the denial for the cabaret license application.
- BE 306 (6) Upon your inspection of the premises, determine if the establishment meets all requirements under Kenosha County Ordinance #8.02. If modifications are required; it is the responsibility of the establishment to meet these requirements and to contact K.S.D. for a follow-up inspection.
- BE 306 (7) Check for proper posting of liquor and bartender's licenses. Please include expiration dates in your report. *DURING INSPECTION, WAS NOT PROPERLY POSTED. MANAGER ADVISED HE WOULD POST IT FOR PUBLIC VIEW.
- BE 306 (8) Check for any underage person(s) during your visit.
- BE 306 (9) Upon your final inspection, indicate in your report whether or not you recommend the approval of the license application based on your observations.

*** Be sure that all information listed above is included in your report!!

*** Submit all information to Cabaret File Coordinator for review!!

KEY HOLDER INFORMATION
(Please List in Preferred Order of Contact)

CASE # 2016-100127

1. NAME: Brian Boeckenstedt ADDRESS: PO Box 771
CITY, STATE: New Munster, WI ZIP CODE: 53152
HOME PHONE: 262-537-2609 CELL PHONE: 262-206-1299 PAGER: _____
E-MAIL: brian@bellavita banquets.com

2. NAME: Heather Boeckenstedt ADDRESS: PO Box 771
CITY, STATE: New Munster WI ~~53152~~ ZIP CODE: 53152
HOME PHONE: 262-537-2609 CELL PHONE: 262-206-1299 PAGER: _____
E-MAIL: hboeckenstedt@wi.vr.com

3. NAME: _____ ADDRESS: _____
CITY, STATE: _____ ZIP CODE: _____
HOME PHONE: _____ CELL PHONE: _____ PAGER: _____
E-MAIL: _____

4. NAME: _____ ADDRESS: _____
CITY, STATE: _____ ZIP CODE: _____
HOME PHONE: _____ CELL PHONE: _____ PAGER: _____
E-MAIL: _____

5. NAME: _____ ADDRESS: _____
CITY, STATE: _____ ZIP CODE: _____
HOME PHONE: _____ CELL PHONE: _____ PAGER: _____
E-MAIL: _____

Please return completed forms to:

KENOSHA COUNTY SHERIFF'S DEPARTMENT
ATTENTION: COMMUNICATIONS
1000 - 55TH STREET
KENOSHA, WISCONSIN 53140

Ken Weyker

From: Tim Popanda <TPopanda@paddocklake.net>
Sent: Wednesday, August 24, 2016 9:08 AM
To: Sheila M. Siegler
Cc: Ken Weyker
Subject: Bella Vista

Sheila,

Last night Lou Denko and I inspected the Bella Vista banquet hall. Our findings have caused us to order the building closed until repairs to the alarm and sprinkler system can be made. Seems the alarm has not functioned properly for 15 plus years and the sprinkler system has not been tested since 1991.

Lou and I have suggested to the owner that he use the NFPA Fire Watch system during future scheduled events. The fire watch, will allow the building to be used without the alarm and sprinkler. 4 to 5 fire officers will supervise events as an emergency replacement of the alarm system.

I will be notifying the KCSD requesting that a Cabaret license be withheld pending correction of the numerous violations.

COMPLETED

TOWN OF WHEATLAND

34315 Geneva Road · P.O. Box 797 · New Munster, Wisconsin 53152-0797
Phone: (262) 537-4340 · Fax (262) 537-4261
E-mail: smslegler@townwheatland.com

September 9, 2016

Dennis J. Marino

Marino Family Limited Partnership

P.O. Box 747

New Munster, WI. 53152-0747

RE: Tax Parcel: 95-4-119-031-0530

Premises: 34814-Geneva Rd.

Subject: Life safety inspection

At your request, a re-inspection of the above referenced property was conducted on September 9, 2016 by the Town Building Inspector and Town Fire Chief. This inspection report reflects the visual conditions of the property at the time of the inspection only. Hidden or concealed defects cannot be included in this report. This is not an environmental inspection which includes but is not limited to lead based paint, radon gas, asbestos or mold.

An earnest effort was made on your behalf as well as the Town of Wheatland to discover all visible defects that could possibly have an effect on life safety and building condition. The following are the results of the inspection and re-inspection listed in red.

In accordance with State of Wisconsin building plan approval and petition for variance dated November 25, 1988, the above listed building is required to maintain the following safety features:

- Smoke detectors shall be provided throughout all attic and "dead ceiling" spaces. The smoke detectors shall be interconnected with one another and permanently connected to a power source;
- The smoke detector system shall be interconnected with the fire alarm system. The interconnected system shall be installed in accordance with NFPA 1
- In accordance with NFPA 13 and NFPA 1, the activation of the sprinkler system shall cause the activation of an alarm audible to the occupants of the building;
- The activation of the sprinkler system shall result in direct-automatic notification to the fire department.

IBC 1006.1 Illumination required, the means of egress, including the exit discharge, shall be illuminated at all times the building is occupied. Found to be corrected.

IBC 1006.2 Illumination level, the means of egress illumination levels shall be not less than 1 ft. candle at the walking surface. Found to be corrected.

IBC 1006.3 Emergency illumination, the power supply for means of egress illumination shall normally be provided by the premises electrical supply. In the event of power supply failure, an emergency electrical system/power supply shall automatically illuminate all areas of egress. Found to be corrected.

NFPA 50.4.4.3 Kitchen hoods shall be equipped with automatic fire extinguishing systems that comply with ANSI/UL300. Found to be corrected.

NFPA 50.4.6.1 Upon activation of any fire extinguishing system for a cooking operation, all sources of fuel and electric power that produces heat to all equipment requiring protection by the system shall automatically shut off. Found to be corrected.

NFPA 50.4.7.1 A readily accessible means for manual activation shall be located between 42 in. and 48 in. above floor, be accessible in the event of a fire, be located in a path of egress and clearly identify the hazard protected. Found to be corrected

NFPA 13.7.1 A-2, assembly occupancies shall be equipped with functioning fire alarms systems that include the following:

- Manual fire alarm signal (pull stations) In compliance
- Automatic fire alarm and supervisory signal In compliance
- Monitoring of abnormal conditions in fire suppression system In compliance
- Activation of suppression system In compliance
- Smoke and fire sensors In compliance

NFPA 13.7.1.4.3 Alarm systems shall be properly maintained in working order at all times. Found to be corrected

NFPA 13.7.4.4 Alarm systems shall be inspected, serviced and tested for proper operation monthly and annually. Certificates of compliance shall be provided to the Fire Dept. Inspection certificate attached.

NFPA 10.9.1 Emergency plans shall be provided for assembly type occupancies. Owner shall furnish written plans to Town.

NFPA 10.9.2. Emergency plans shall include the following:

1. Procedures for reporting of emergencies
2. Occupant and staff response to emergencies

Ken Weyker

From: Brian Boeckenstedt <Brian@bellavitabanquets.com>
Sent: Monday, September 12, 2016 3:18 PM
To: Ken Weyker
Subject: Building Inspection for Cabaret License

3. Evacuation procedures appropriate to the building, its occupancy and emergencies
4. Design and conduct of fire drills
5. Type and coverage of buildings fire protection system to include name and number of alarm monitoring company.

NFPA 18.2 Fire department access roads shall be provided around the perimeter of the building.
Found to be corrected

NFPA 18.2.3 Fire department access roads shall be 20 feet wide, have a vertical clearance of 13 foot 6 inches, and be capable of supporting an 80,000 pound fire truck. Found to be corrected

The above listed non-compliant conditions have been found to be corrected, the building is permitted to be occupied.

If you have any questions regarding this report please contact the Town Building Inspector or Town Fire Chief at 262-537-4340

Respectfully



Tim Popanda, CBI, CEI, CPI

**KENOSHA COUNTY
BOARD OF SUPERVISORS**

RESOLUTION NO. _____

Subject: 2016 Organized Crime Drug Enforcement Task Forces Strategic Initiative (OCDETF) Funding for Overtime			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 18, 2016		Date Resubmitted	
Submitted By: Judiciary & Law Enforcement Committee and Finance/Administrative Committee			
Fiscal Note Attached <input checked="" type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: Robert Hallisy, Captain of Admin. Services		Signature: <i>Capt. R. Hallisy</i>	

WHEREAS, the federal Organized Crime Drug Enforcement Task Forces (OCDETF) agency has partnered with the Sheriff's Department's drug unit- Kenosha Drug Operations Group (KDOG) , for investigative assistance and will reimburse for overtime costs incurred, up to \$5,000, while assisting in OCDETF investigations, strategic initiatives and prosecutions, and

WHEREAS, this round of funding will provide reimbursement for the cost of overtime hours worked by the KDOG unit detectives beginning August 1, 2016 through September 30, 2016, and

WHEREAS, the Sheriff will submit monthly reimbursement claims to the OCDETF Executive Office, and

WHEREAS, the reimbursement claims may include overtime hours worked by Sheriff's Department Detectives, Kenosha Police Department Detectives, and Twin Lakes Police Department Detectives who are assigned to the Sheriff's KDOG unit, working the OCDETF funded investigations, and

WHEREAS, the Sheriff's Department will reimburse the Kenosha Police Department and Twin Lakes Police Department for any overtime expense that their detectives incurred under the grant program.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the investigations partnership funding support with OCDETF of \$5,000 and approve the Revenue and Expenditure line item modifications to the Sheriff's 2016 budget as per the attached budget modification form, which is incorporated herein by reference.

BE IT FURTHER RESOLVED, that any unobligated funds remaining at year end be hereby authorized for carryover to the subsequent year until such time as the funds are expended in accord with the OCDETF requirements, and that the Administration be authorized to modify the grant appropriations among various budget and expenditure units within the Sheriff's Department in accordance with all federal and state regulations of the program and in compliance with generally accepted accounting principles and if OCDETF offers supplemental funding under this same program, during this funding period, that Administration be authorized to increase the appropriation for the revenue and expenditure as long as the original intent of the funding has not changed and the costs incurred will be fully funded by the supplemental award.

Subject: 2016 Organized Crime Drug Enforcement Task Forces Strategic Initiative (OCDETF) Funding for Overtime

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: October 18, 2016		Date Resubmitted	
Submitted By: Judiciary & Law Enforcement Committee and Finance/Administrative Committee			

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Leah Blough, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Boyd Frederick, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Michael Skalitzky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeffrey Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Terry Rose, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Ronald J. Frederick, Vice-Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Edward Kubicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Daniel Esposito	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Rick Dodge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeffrey Gentz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

Resolution to accept \$5,000 in funding from the federal Organized Crime Drug Enforcement Task Forces (OCDETF) office to reimburse overtime costs associated with assisting the feds on special OCDETF investigations. The funding will cover the period August 1, 2016 through September 30, 2016. The funds will be used to reimburse for overtime incurred by detectives in the Sheriff's Dept Drug Operations Group.

Dept./Division Head Signature: Date: 9-14-16

2. Department Head Review

Comments:

Recommendation: Approval Non-Approval

Department Head Signature: Date: 9-15-16

3. Finance Division Review

Comments:

Recommendation: Approval Non-Approval

Finance Signature: Date: 9-19-16

4. County Executive Review

Comments:

Action: Approval Non-Approval

Executive Signature: Date: 9/20/16

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

DISTRIBUTION

- Original Returned to Requesting Dept.

KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

DEPT/DIVISION: **SHERIFF** 2016

DOCUMENT # _____	G/L DATE _____
BATCH # _____	ENTRY DATE _____

PURPOSE OF BUDGET MODIFICATION (REQUIRED): **Modify the Sheriff's Dept - Drug Unit budgets to recognize OCDEF funding available for overtime reimbursement. Employer paid benefits associated with overtime hrs worked is not covered by OCDEF.**

Establish an expense line, Misc Contractual Services, to allow for reimbursement to other law enforcement agencies participating in investigation.

(1) ACCOUNT DESCRIPTION EXPENSES	(2)				(3) BUDGET CHANGE REQUESTED		(5) ADOPTED BUDGET	(6) CURRENT BUDGET	(7) ACTUAL EXPENSES	AFTER TRANSFER	
	FUND	BUSINESS UNIT	OBJECT	sub- subsidiary	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)				(8) REVISED BUDGET	(9) EXPENSE BAL. AVAIL.
Overtime	100	21170	511200			2,500	22,539	38,358	26,890	40,858	13,968
Misc Contractual Services	100	21170	529900			2,500	0	0	0	2,500	2,500
EXPENSE TOTALS					0	5,000	22,539	38,358	26,890	43,358	16,468

REVENUES	FUND	BUSINESS UNIT	OBJECT	sub- subsidiary	REVENUE		ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET
					DECREASE (+)	INCREASE (-)			
OCDEF Assist Investigation	100	21170	442545			(5,000)	0	0	(5,000)
REVENUE TOTALS					0	(5,000)	0	0	0

COLUMN TOTALS (EXP TOTAL + REV TOTAL) 0 0

PREPARED BY: Nancy Otis DIVISION HEAD: Capt. [Signature] DATE: 9-14-16
 DEPARTMENT HEAD: [Signature] DATE: 9-16-16
 FINANCE DIRECTOR: [Signature] DATE: 9-19-16
 COUNTY EXECUTIVE: [Signature] DATE: 9/20/16

- Please fill in all columns:
 (1) & (2) Account information as required
 (3) & (4) Budget change requested
 (5) Original budget as adopted by the board
 (6) Current budget (original budget w/past mods.)
 (7) Actual expenses to date
 (8) Budget after requested modifications
 (9) Balance available after transfer (col 8 - col 7).

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

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2016 Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 39-6005707

DC#: R-32-

Amount Requested: <u>\$ 5,000.00</u>
Number of Officers Listed: <u>7</u>

OCDETF Investigation / Strategic Initiative Number: <u>GL-WIE-185</u>
Operation Name: <u>Mending Bridges</u>

From: <u>August 1, 2016</u> <small>Beginning Date of Agreement</small>
To: <u>September 30, 2016</u> <small>Ending Date of Agreement</small>

Federal Agency Investigations: Number: <u>245D-MW-7032909</u>
--

State or Local Agency Narcotics Supervisor: <u>Horace Staples</u>
Telephone Number: <u>(262) 605-7930</u>
E-mail Address: <u>horace.staples@keno</u>
Fax # (if applicable): _____

State or Local Agency Name and Address: <u>Kenosha County Police Department</u> <u>1000 55th Street</u> <u>Kenosha, WI 53140</u>

Sponsoring Federal Agency(ies): <u>Federal Bureau of Investigation</u>

Sponsoring Federal Agency Group/Squad Supervisor: _____
Telephone Number: _____
E-mail Address: _____

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billing on the Reimbursement Request:

Name: Nancy Otis

Telephone Number: (262) 605-5178

E-mail Address: nancy.otis@kenoshacounty

Fax # (if applicable): (262) 605-5130

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2016.
2. No individual Agreement with a State or Local department may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.
14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.
17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.
19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.
22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: Charles R. Smith Chief Deputy 8-25-16
Authorized State or Local Official Title Date

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Approved By: _____
Sponsoring Agency Regional OCDEF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDEF Director Date

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDEF Executive Office Date

Approving Official: _____
OCDEF Executive Office Date

Addendum A

Definition of "Full-Time Participation" Exemption

Definition of "Full-Time Participation"

Officers assigned to OCDETF Investigations or Strategic Initiatives are expected to work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s).

Any Other Exceptions or Justifications

Exceptions to the "Full-Time Participation" Rule

There are limited circumstances where OCDETF State and Local Overtime funding may be made available.

1. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer worked eight hours of regular time in a given day on OCDETF investigations, overtime may be claimed for that date without a waiver.
2. When a small state or local agency has insufficient personnel to allow the "full-time" commitment of officers, an email must be sent to the Regional Agency coordinator requesting and justifying the exception before the overtime is worked. If the coordinator approves it, he will forward it to the USAO for approval. If no regular hours were worked, no more than sixteen hours of overtime may be reimbursed in a month for any officer under this provision.
3. If an unforeseen event occurs, such as an unexpected surveillance, and the investigation would suffer without those additional resources, overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is performed at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted. If no regular hours were worked, no more than sixteen hours of overtime may be reimbursed in a month for any officer under this provision.

A written justification for any waiver request where no regular hours were worked, under exceptions # 2 and #3, must be attached to each affected claim for reimbursement.

Acknowledged: Charles Smith Chief Deputy 8-25-16
Signature of Authorized State or Local Official Title Date

Addendum B

Identification of Additional Policy Requirements

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
OCDETF STATE AND LOCAL OVERTIME POLICIES AND PROCEDURES

FY 2016 GREAT LAKES REGION ADDENDUM B

Authorization to expend funds under this Agreement is effective only after it has been approved and funded by the OCDETF Regional Coordination Group (RCG).

Provide an accurate address for the State/Local Supervisor – this is imperative for mailing purposes.

1. If additional officers must be added subsequent to the original agreement, the form adding officers must be submitted to the coordinator prior to permitting them to work overtime.
 2. Officers ranked above sergeant will not be eligible for overtime.
 3. Reimbursement for travel and per diem costs for state and local officers under this agreement is not covered under this agreement and is the responsibility of the sponsoring federal agency.
 4. All overtime reimbursement requests must be submitted to the RCG within thirty days of the close of the month in which the overtime was worked, and monthly reimbursement estimates and zero amounts are to be provided to Coordinators by the 15th each month.
 5. A reimbursement form must be submitted each month, even if the amount is zero. If no regular or overtime hours were worked, a cover page reporting 0 hours must be submitted. The log does not need to be submitted in that situation.
- X

Acknowledged:

Charles R. Smith Chief Deputy 8-25-16
Signature of Authorized State/ Local Official Title Date

M E M O

DATE: August 25, 2016
TO: Finance/Administrative Committee
FROM: Sheriff Beth
RE: Amazon /Supervisor Overtime Pay

The busy shopping season for the Amazon Fulfillment Center is soon approaching. In 2015 from the middle of November through December 23rd, Amazon requested that the Sheriff's Department set up and man traffic control points to assist the ingress and egress of their employees coming to work and leaving work. The full time workers and seasonal workers create a traffic backup that needs to be moved expeditiously so as to not clog the traffic routes. Amazon agreed to pay the allotted overtime rate for the Deputies working the time slots. All 319 time slots of 2.5 hours each, were filled by Deputy Sheriff's on an overtime basis. This resulted in 786 hours of overtime.

Unfortunately, we have more assignments to fill than the Deputies can handle on our own without straining other areas of operations. As with the Country Thunder agreement, we would request that Sheriff's Department Uniformed Sergeants and Lieutenants be able to sign up for any positions NOT filled by represented KSD personnel. We would set the rate of \$50.00 per hour for these supervisors who would be working posted assignments on their off time. This would come at NO cost to the taxpayer, as NO levy money would be used. ALL costs incurred by the Department are paid for by Amazon.

This request would be limited to the Amazon Holiday Shopping Season and renewed yearly as long as Amazon requests traffic assists.

David G. Beth
Sheriff

cc: Sheriff