

NOTICE OF MEETING

EXECUTIVE COMMITTEE

October 2, 2018 3:00 P.M.

Administration Building
508 New York Ave
Sheboygan WI 53081
Room 306

Call to Order

Certification of Compliance with Open Meeting Law

Approval of Minutes – September 18, 2018 Executive Committee Meeting

Public Input and Comments on Agenda Items/Non-Agenda Items

Referrals from County Board

Consideration of Resolution No. 15 – Approving Standard Intergovernmental Agreement for 2019 County Sales Tax Revenue-Sharing

County Administrator's Report

Approval of Attendance at Other Meetings or Functions

Review and Approve Vouchers

Next Meeting Date: To Be Determined

Adjournment

Prepared by:
Alayne Bosman
Recording Secretary

Tom Wegner
Committee Chairperson

NOTE: Members of the public are invited to offer comments on topics which may or may not appear on the Agenda, and Committee members may discuss such matters, but no action may be taken by the Committee on non-Agenda topics. Individual speakers may be limited to no more than five minutes.

A majority of the members of the County Board of Supervisors or of any of its committees may be present at this meeting to listen, observe and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in *State ex rel. Badke v. Greendale Village Board*, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

If listed as an agenda item, the "Administrator's Report" is a summary of key activities for the previous month and planned for upcoming months including performance evaluations, liaison committee issues and County Board issues. No action will be taken by the Executive committee resulting from the report unless it is a specific item on the agenda.

Persons with disabilities needing assistance to attend or participate are asked to notify the County Board Chairman/County Administrator's Office at 920-459-3103 prior to the meeting so that accommodations may be arranged.

Posted on 9/27/2018 at 8:30am

SHEBOYGAN COUNTY EXECUTIVE COMMITTEE MINUTES

Sheboygan County Courthouse
615 N. 6th St.
Sheboygan, WI 53081

September 18, 2018

Called to Order: 4:45 P.M.

Adjourned: 5:08 P.M.

MEMBERS PRESENT: Tom Wegner, Vernon Koch, William Goehring, Ed Procek

MEMBERS ABSENT: Robert Ziegelbauer

ALSO PRESENT: Adam Payne, Alayne Bosman, Crystal Fieber, Wendy Charnon, Dane Checolinski, Joe Sheehan, Thomas Shortt, and Warren Salzbrenner

Chairman Wegner called the meeting to order. Alayne Bosman verified that the amended meeting notice was posted on September 13, 2018 at 3:30 P.M. in compliance with the open meeting law.

Supervisor Koch made a motion to approve the minutes of the August 28, 2018 Executive Committee meeting. Motion seconded by Supervisor Goehring. Motion carried unanimously.

Wendy Charnon provided an update on the Revolving Loan Fund. Discussion ensued.

The Committee discussed the Revolving Loan Fund Application for Shore Club LLC. Dane Checolinski gave an overview of the application. Supervisor Koch made a motion to approve the loan request. Motion seconded by Supervisor Procek. Motion carried 3-1 with Supervisor Goehring voting nay.

Adam Payne and Wendy Charnon gave an update on the 2019 Five-Year Capital Plan. Discussion ensued.

The next Executive Committee meeting will be held Tuesday, October 2nd at 3:00pm

Supervisor Goehring made a motion to adjourn. Motion seconded by Supervisor Koch. Motion carried.


William Goehring, Secretary


Alayne Bosman, Recording Secretary


49 inconsistent with the goals of Chapter 7 of the Sheboygan County Code, the County Sales and
50 Use Tax Ordinance No. 2 (2016/17), *Enacting One-half Percent County Sales Tax to Maintain*
51 *Sheboygan County's Transportation Infrastructure.*
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54 Respectfully submitted this 18th day of September, 2018.
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57 **FINANCE COMMITTEE**

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60 _____
61 William C. Goehring, Chairperson

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65 Greg Weggeman, Vice-Chairperson

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69 Vernon Koch, Secretary

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72 Keith Abler

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76 Roger Te Stroete

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78 Opposed to Introduction:
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FISCAL NOTE
September 2018

**Resolution No. 15 (2018/19) RE: Approving Standard Intergovernmental Agreement
for 2019 County Sales Tax Revenue-Sharing**

This resolution seeks approval of the criteria in the Intergovernmental Agreements for the County's Shared Revenue program with the municipalities per the Sales Tax Ordinance.

Funding:

No additional funding is required.

Respectfully Submitted,



Wendy A. Charnon, Finance Director
September 18, 2018

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2019 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. **PARTIES.** The parties to the Agreement are the _____
_____ (Municipality), a municipal corporation with offices at _____
_____, Wisconsin _____ [ZIP code], and
SHEBOYGAN COUNTY (County), a Wisconsin governmental body corporate, organized
pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue,
Sheboygan, Wisconsin 53081.

2. **PURPOSE.** Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on a equalized value formula, provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Initial Term; Renewals.** The initial term of this Agreement is for calendar year 2019 and is subject to renewal.

C. **Termination – By County.** During the term, this Agreement may be terminated by County if County determines that Municipality is not honoring the terms and conditions of this Agreement, and County shall have no further obligations to make any payments or perform any other requirements herein.

D. **Termination – By Municipality.** During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement, and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2019, pay to Municipality as a distribution of sales tax revenue the sum of \$_____.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose. By so enhancing Municipality's ability to address its road and bridge maintenance needs, it would be expected that Municipality could engage in projects sooner rather than later, thereby saving it from the additional expense that might it otherwise incur by deferring the maintenance. Similarly, by providing this funding resource, it would be expected that Municipality would not have as much need to address maintenance through bonding or borrowing for projects, thereby saving the Municipality the expenses that might otherwise incur for servicing the borrowing. Thus ultimately benefits the Municipality's and County's taxpayers.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with County provided County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or

intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

[Municipality]

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
Sheboygan County Administrator

Date Signed

By: _____
Thomas Wegner
County Board Chair

Date Signed