

## NOTICE OF MEETING

### SHEBOYGAN COUNTY PLANNING, RESOURCES, AGRICULTURE AND EXTENSION COMMITTEE

**March 12, 2019**

**4:00 PM**

UW Extension Office  
UW Sheboygan Campus  
5 University Drive  
Sheboygan, WI  
Room 5024

#### **\*AGENDA\***

Call Meeting to Order  
Certification of Compliance with Open Meeting Law  
Approval of Minutes  
- PRAE Committee - Regular Meeting – January 8, 2019

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

To consider an application from Miller Engineers and Scientists, on behalf of Milk Specialties Global, to rezone a total of approximately 120 square feet of wetlands located in Section 8, T13N-R21E, Town of Sherman, from the “Shoreland-Wetland District” to the “Shoreland District”, to allow for the placement of a pipeline outfall adjacent to the North Branch of the Milwaukee River, pursuant to Section 72.09(4) of the *Sheboygan County Shoreland Ordinance*.

Close Public Hearing

Consideration of an application from Miller Engineers and Scientists, on behalf of Milk Specialties Global, to rezone a total of approximately 120 square feet of wetlands located in Section 8, T13N-R21E, Town of Sherman, from the “Shoreland-Wetland District” to the “Shoreland District”, to allow for the placement of a pipeline outfall adjacent to the North Branch of the Milwaukee River, pursuant to Section 72.09(4) of the *Sheboygan County Shoreland Ordinance*.

Planning & Conservation

Consideration of Violation Options Pertaining to the Sheboygan County Sanitary Ordinance

Consideration of Participating in Snowmobile Aids Program

Consideration of Traveling More Than 300 Miles

Consideration of Shared Services Position

Other Department Project and Program Management Updates  
Consideration and Approval of Attendance at Other Meetings/Functions  
Travel Report and Report of Meetings and Functions Attended  
Review and Approve Vouchers  
Adjournment

Next scheduled meetings

- March 26, 2019 at 4:00 PM (UW Extension Focus)
- April 9, 2019 at 4:00 PM (Planning & Conservation Focus)

Prepared by:  
Karsen Gosh, Recording Secretary  
(920) 459-1370

Approved by:  
Fran Damp, Chairperson  
(920) 698-2110

NOTE: The Committee welcomes all visitors to listen & observe, but only Committee members & those invited to speak will be permitted to do so, except for the Public Hearing portion of this meeting where any interested person can speak. Person with disabilities needing assistance to attend or participate should contact the County Planning & Conservation Department at 920/459-3060 prior to the meeting so that accommodations may be arranged.

NOTE: A majority of the members of the County Board of Supervisors or 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*, Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

**SHEBOYGAN COUNTY PLANNING, RESOURCES,  
AGRICULTURE, & EXTENSION COMMITTEE MINUTES**

Sheboygan County UW-Extension Office  
5 University Drive  
Sheboygan, WI  
Room 5024

**January 8, 2019**

**Called to Order: 4:00 PM**

**Adjourned: 4:34 PM**

MEMBERS PRESENT: Supervisor Fran Damp, Supervisor Keith Abler, Supervisor Jim Baumgart, Supervisor Henry Nelson, Supervisor Paul Gruber, and FSA Member Stanley Lammers

MEMBERS ABSENT: NONE

OTHERS PRESENT: Aaron Brault, Tyler Betry, Anthony Arndt

Chairperson Damp called the meeting to order at 4:00 PM and verified the meeting notice had been posted on January 4, 2019 at 3:30 PM and that the meeting was in compliance with the Wisconsin Open Meeting Law.

Supervisor Abler made a motion to approve the December 11, 2018 Planning, Resources, Agriculture and Extension Committee minutes. Supervisor Baumgart seconded the motion. Motion carried unanimously.

Planning & Conservation – Mr. Brault led the discussion on a potential shared position with the City of Plymouth and answered questions from the Committee. The consensus was that Mr. Brault proceed with getting an agreement drafted for consideration.

Mr. Brault led the discussion regarding a parcel located on the La Budde Creek, answering questions from the Committee. The consensus was that Mr. Brault proceed with working with Corporation Counsel to update Chapter 24 of the County Code.

Mr. Brault explained Resolution No. 22 – Amending Land Records Modernization Plan to the Committee. Supervisor Nelson made a motion to approve the resolution. Supervisor Abler seconded the motion and the motion carried unanimously.

Mr. Brault gave a brief departmental update including a RFP for a trail project in Plymouth, a grant to install a septic system, and a tree planting grant to help replace some of the ash being logged at Amsterdam Dunes.

Supervisor Nelson made a motion to approve the vouchers. Supervisor Gruber seconded the motion and the motion carried unanimously.

Supervisor Abler moved and Supervisor Gruber seconded to adjourn. Motion carried unanimously with adjournment at 4:34 PM.

Next meeting (UW-Extension focus) is scheduled for Tuesday, January 22, 2019. Next meeting (Planning & Conservation and Register of Deeds focus) is scheduled for Tuesday, February 12, 2019.

Prepared by:  
Aaron Brault  
Recording Secretary

Approved by:  
Fran Damp, Chairperson  
(920) 698-2110



# **Sheboygan County Planning & Conservation Department**

Administration Building 508 New York Avenue Sheboygan, WI 53081-4126  
P: (920) 459-3060 F: (920) 459-1371  
E: [plancon@sheboygancounty.com](mailto:plancon@sheboygancounty.com)

Director  
Aaron C. Brault

## Staff Report

DATE: March 6, 2019

TO: Chairwoman Fran Damp and Members of the Planning, Resources, Agriculture, & Extension Committee

C: Tim Cook, Milk Specialties Global  
Sarah Majerus, Miller Engineers and Scientists  
Greg Schnell, Sheboygan County Highway Department  
Town of Sherman  
Aaron Brault, County Planning & Conservation Director  
Dale Rezabek, WDNR Regional Shoreland Specialist

FROM: Kathryn Fabian, Zoning Administrator *KF*

RE: February 11, 2019 Application for Rezoning of Wetlands by Miller Engineers and Scientists, on behalf of Milk Specialties Global, requesting approximately 120 square feet of wetland be rezoned from the Shoreland-Wetland District to the Shoreland District within the right-of-way of County Road A South. The rezoning is requested to allow for the placement of a pipeline outfall adjacent to the North Branch of the Milwaukee River. The wetlands are located in SE ¼, SW ¼, Section 8, Town of Sherman.

### **A. Background**

Property Owner: Sheboygan County Highway Department

Applicant: Milk Specialties Global  
627 Maine Avenue  
Adell, WI 53001

Sheboygan County's shoreland and floodplain zoning jurisdiction applies to the unincorporated areas of the County that fall within 1,000 feet of the ordinary high water mark (OHWM) of navigable lakes, ponds, and flowages, within 300 feet of the OHWM of navigable rivers, streams, and intermittent streams, or to the landward edge of the floodplain (whichever is greater). The shoreland-wetlands impacted by the proposed pipeline outfall project are within the shoreland district of the North Branch of the Milwaukee River. When considering an application for a wetland rezoning, Section 72.09(4)(b) of the *Sheboygan County Shoreland Ordinance* (hereinafter referred to as "Shoreland Ordinance") states a wetland or portion thereof in the Shoreland-Wetland District shall not be rezoned if the proposed rezoning may result in a significant adverse impact upon any of the following:

1. Storm and flood water storage capacity.
2. Maintenance of dry season stream flow, the discharge of groundwater to a wetland, the recharge of groundwater from a wetland to another area, or the flow of groundwater through a wetland.

3. Filtering or storage of sediments, nutrients, heavy metals, or organic compounds that would otherwise drain into navigable waters.
4. Shoreline protection against soil erosion.
5. Fish spawning, breeding, nursery or feeding grounds.
6. Wildlife habitat.
7. Wetlands both within the boundary of designated areas of special natural resource interest and those wetlands which are in proximity to or have a direct hydrologic connection to such designated areas as defined in *Wisconsin Administrative Code*, Chapter NR 103.04.

## **B. Analysis**

The proposed wetland disturbance is part of a larger project which involves the installation of a 3-mile long gravity/forcemain pipeline within the right-of-way of County Road A South. The pipeline is needed to bring the Milk Specialties Global site into compliance with their WiDNR WPDES (Wisconsin Pollutant Discharge Elimination System) Permit. The site currently discharges effluent into a small tributary of the North Branch of the Milwaukee River near the plant in Adell. The change is required as the effluent from the plant is too warm to discharge into this small waterway; with the installation of the pipeline and discharge into a larger water body, project engineers are confident WiDNR standards can be met for the effluent discharge.

Please note the following:

- Besides the beginning of the project, directly south of the MSG site in Adell, and the outfall at the North Branch of the Milwaukee River, the pipeline project will not be located in the Shoreland District of any navigable waterways.
- With the exception of the outfall location, a wetland delineation has been completed on the entire pipeline route. Any wetlands found along the pipeline route will be avoided through the use of boring or are considered artificial wetlands and classified as exempt from state wetland regulations.
- The entire outfall location is mapped as wetlands on the Wisconsin Wetland Inventory.
- The project outfall is located within the floodplain associated with the North Branch of the Milwaukee River. The WDNR has reviewed the project and concluded that the project will have no impact on the floodplain elevation.
- The pipeline will be installed on the south side of County Road A. Approximately 350' east of the North Branch of the Milwaukee River, the pipeline will be bored under the roadway so that the outfall is located on the north side of the highway. This is being proposed as the waterway is wider to the north of the highway and will allow for better mixing of effluent to meet WiDNR standards.
- As of the date of this writing, the Sheboygan County Highway Utility Permit has been applied for, but not yet approved. The project will also require an Erosion Control/Stormwater Permit from Sheboygan County and an NOI from the WiDNR for land disturbance and a Chapter 30 Wetland Permit from the WiDNR for the outfall disturbance.

## **C. Recommendation**

Based upon the information included in the applicant's submittal, it appears the wetland disturbance required to allow for the placement of a pipeline outfall adjacent to the North Branch of the Milwaukee River will not result in significant adverse impacts on the seven (7) wetland functional values listed in Section 72.09(4)(b) of the Shoreland Ordinance and reiterated in this report. Therefore, Department staff recommends the request to rezone the approximately 120 square feet of wetland be approved. Staff further recommends the approval be contingent upon the applicant securing all necessary local, state, and federal permits and approvals prior to the start of work on the proposed project.

February 11, 2019

20364-002

Ms. Kathryn Fabian  
Zoning Administrator  
Sheboygan County Planning and Conservation  
508 New York Avenue  
Sheboygan, WI 53081

**Subject: Milk Specialties Global – Wetland Rezoning Application  
County Highway A, Adell, Wisconsin**

Dear Ms. Fabian:

Miller Engineers & Scientists is submitting a Wetland Rezoning Application on behalf of Milk Specialties Global (MSG) for placement of an outfall in wetland along the east bank of the North Branch Milwaukee River. The proposed project includes installation of a 3-mile gravity line/force main pipe, which will be constructed entirely within right-of-way along CTH A. The work is required for compliance with MSG's WPDES permit.

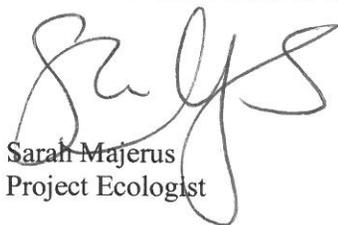
Construction of the pipeline is scheduled to begin on March 4, 2019 and outfall construction will be scheduled based upon approval of this Wetland Rezone and a Sheboygan County Shoreland/Floodplain Zoning permit, along with DNR and COE permits for work in wetland.

As requested, we have attached a completed Application for Rezoning of Wetlands form, project plans, site photographs, and the required \$650.00 application fee.

Please let us know if you require additional information. Thank you.

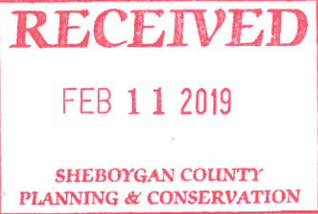
Sincerely,

MILLER ENGINEERS & SCIENTISTS



Sarah Majerus  
Project Ecologist

**Copy to:** Tim Cook, Milk Specialties Global



SHEBOYGAN COUNTY PLANNING & CONSERVATION DEPARTMENT  
Administration Building, 3rd Floor  
508 New York Avenue  
Sheboygan, WI 53081-4126  
(920) 459-3060

APPLICATION FOR REZONING OF WETLANDS

Applicant or Agent Milk Specialties Global c/o Mr. Tim Cook  
Mailing Address 627 Maine Ave, Adell WI 53001 Phone 920-922-2866 x 2040  
Owner of Property Milk Specialties Global (MSG)  
Mailing Address (see above) Phone 920-994-4333

LOCATION / LEGAL DESCRIPTION OF PROPERTY

Project Address CTH A right-of-way Tax Key Number 99310811  
SE 1/4, SW 1/4 of Section 8, Town of Sherman T# T13N R21E  
Subdivision \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_  
Lot Size 2 acres Size of Area to be Rezoned \* 120 SF  
Present Use Road ROW & Floodplain adjacent to the N Branch Milwaukee River  
Proposed Use Appx. 120 SF will be impacted for construction of an outfall  
Reasons for Rezoning Request MSG requests rezoning of this area to construct an outfall at the downstream end of a proposed gravity flow/force main that will carry effluent from the MSG plant in Adell to this location. This work is being coordinated with DNR and is required for compliance with MSG's WPDES permit.

\* Size of area to be rezoned shall include depth of fill; if driveway is proposed, width should include side slopes of no less than 2:1 slope.

Date 2/18/19 Signed Tim Cook, Project Eng. MSG  
Applicant/Agent/Owner

ATTACH THE FOLLOWING:

- 1. Map and/or Plot Plan defining area involved and project dimensions.
- 2. Photographs of property.

SUBMIT ORIGINAL & 9COPIES OF APPLICATION AND 10 SETS OF ATTACHMENTS

Date received by Department 2/11/19 Staff Initials LF

DEPARTMENT ATTACHMENTS:

- 1. Shoreland-floodplain-Wetland Map
- 2. Soil Survey
- 3. Topo Map
- 4. Floodplain Map
- 5. Aerial Photo

Site Photographs  
MSG Force Main Project  
Sheboygan County - Wetland Rezone Application  
Adell, Wisconsin



Photo 1: View of the North Branch Milwaukee River, facing southwest from the west end of the project corridor.



Photo 2: View of North Branch Milwaukee River, facing northeast from the west end of the project corridor.

Site Photographs  
MSG Force Main Project  
Sheboygan County - Wetland Rezone Application  
Adell, Wisconsin



Photo 3: View of Wetland 1, facing east from the west bank of the North Branch Milwaukee River. This area is proposed for installation of the outfall.

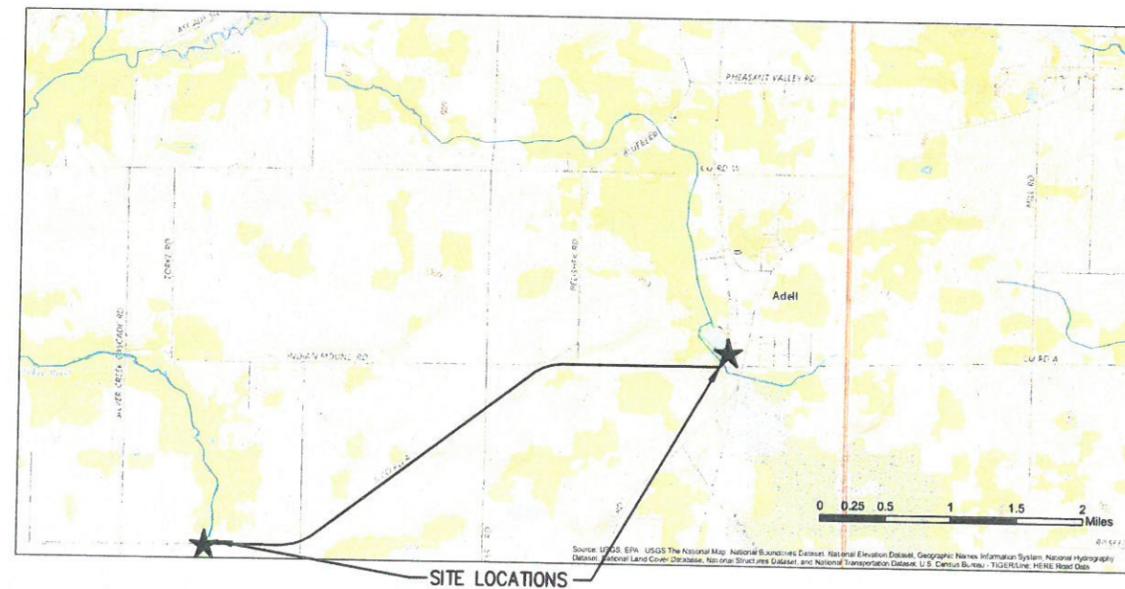


Photo 4: View of Wetland 1, facing east from the west bank of the North Branch Milwaukee River.

# WASTEWATER TREATMENT PLANT OUTFALL RELOCATION FOR MILK SPECIALTIES GLOBAL ADELL, WISCONSIN

PROJECT LOCATION

DRAWINGS PREPARED BY



**SYMBIONT**  
© 2019 Symbiont

6737 West Washington Street, Suite 3440  
West Allis, Wisconsin 53214  
(414)-291-8840  
FAX 291-8841

OWNER PROJECT ADDRESS

Milk Specialties Global  
627 Maine Ave.  
Adell, Wisconsin 53001

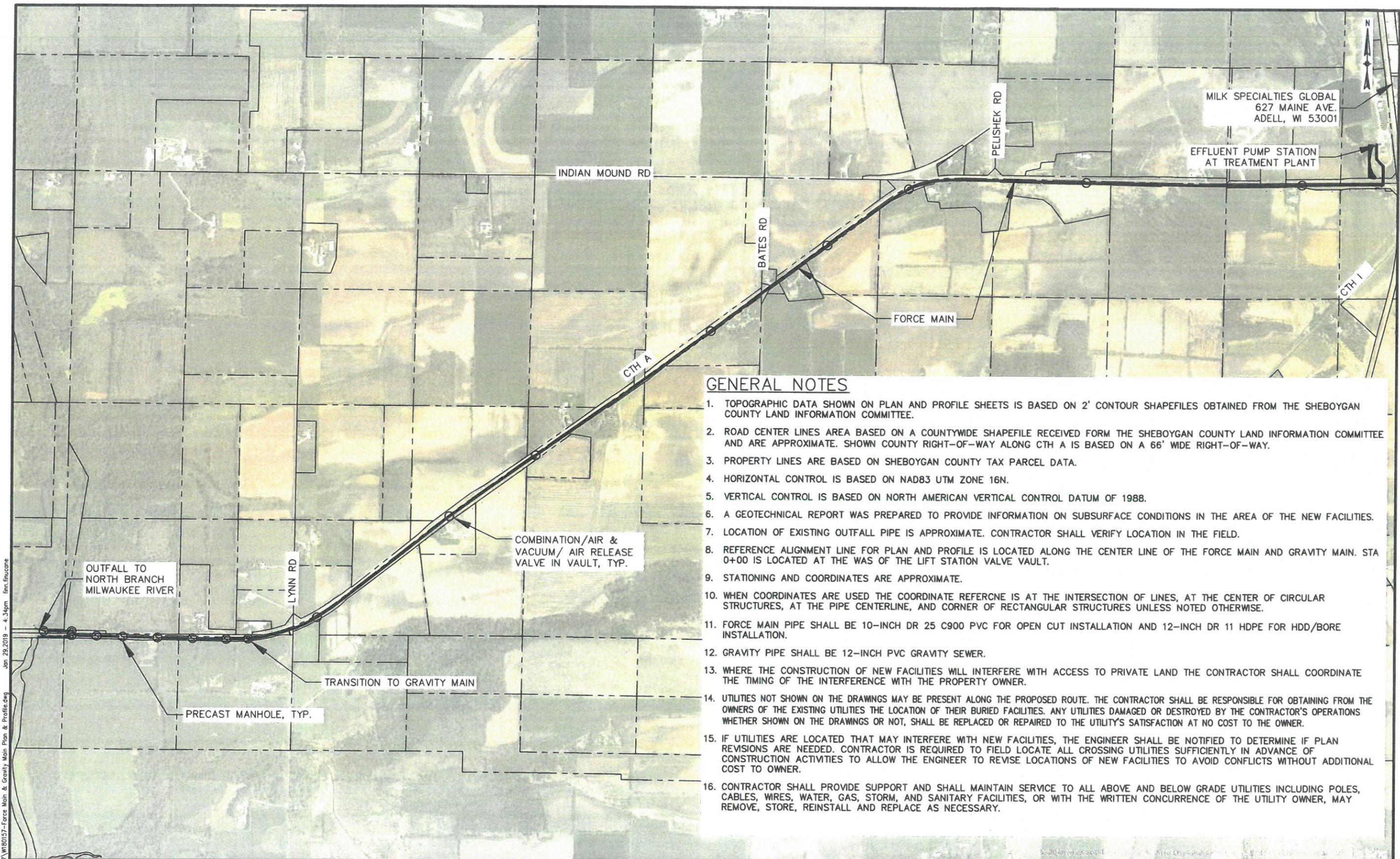
OWNER CONTACT

Robert Freemore  
651-955-8186



Know what's below.  
Call before you dig.

FOR WETLAND PERMITTING  
JANUARY, 2019



**GENERAL NOTES**

1. TOPOGRAPHIC DATA SHOWN ON PLAN AND PROFILE SHEETS IS BASED ON 2' CONTOUR SHAPEFILES OBTAINED FROM THE SHEBOYGAN COUNTY LAND INFORMATION COMMITTEE.
2. ROAD CENTER LINES AREA BASED ON A COUNTYWIDE SHAPEFILE RECEIVED FROM THE SHEBOYGAN COUNTY LAND INFORMATION COMMITTEE AND ARE APPROXIMATE. SHOWN COUNTY RIGHT-OF-WAY ALONG CTH A IS BASED ON A 66' WIDE RIGHT-OF-WAY.
3. PROPERTY LINES ARE BASED ON SHEBOYGAN COUNTY TAX PARCEL DATA.
4. HORIZONTAL CONTROL IS BASED ON NAD83 UTM ZONE 16N.
5. VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL CONTROL DATUM OF 1988.
6. A GEOTECHNICAL REPORT WAS PREPARED TO PROVIDE INFORMATION ON SUBSURFACE CONDITIONS IN THE AREA OF THE NEW FACILITIES.
7. LOCATION OF EXISTING OUTFALL PIPE IS APPROXIMATE. CONTRACTOR SHALL VERIFY LOCATION IN THE FIELD.
8. REFERENCE ALIGNMENT LINE FOR PLAN AND PROFILE IS LOCATED ALONG THE CENTER LINE OF THE FORCE MAIN AND GRAVITY MAIN. STA 0+00 IS LOCATED AT THE WAS OF THE LIFT STATION VALVE VAULT.
9. STATIONING AND COORDINATES ARE APPROXIMATE.
10. WHEN COORDINATES ARE USED THE COORDINATE REFERENCE IS AT THE INTERSECTION OF LINES, AT THE CENTER OF CIRCULAR STRUCTURES, AT THE PIPE CENTERLINE, AND CORNER OF RECTANGULAR STRUCTURES UNLESS NOTED OTHERWISE.
11. FORCE MAIN PIPE SHALL BE 10-INCH DR 25 C900 PVC FOR OPEN CUT INSTALLATION AND 12-INCH DR 11 HDPE FOR HDD/BORE INSTALLATION.
12. GRAVITY PIPE SHALL BE 12-INCH PVC GRAVITY SEWER.
13. WHERE THE CONSTRUCTION OF NEW FACILITIES WILL INTERFERE WITH ACCESS TO PRIVATE LAND THE CONTRACTOR SHALL COORDINATE THE TIMING OF THE INTERFERENCE WITH THE PROPERTY OWNER.
14. UTILITIES NOT SHOWN ON THE DRAWINGS MAY BE PRESENT ALONG THE PROPOSED ROUTE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FROM THE OWNERS OF THE EXISTING UTILITIES THE LOCATION OF THEIR BURIED FACILITIES. ANY UTILITIES DAMAGED OR DESTROYED BY THE CONTRACTOR'S OPERATIONS WHETHER SHOWN ON THE DRAWINGS OR NOT, SHALL BE REPLACED OR REPAIRED TO THE UTILITY'S SATISFACTION AT NO COST TO THE OWNER.
15. IF UTILITIES ARE LOCATED THAT MAY INTERFERE WITH NEW FACILITIES, THE ENGINEER SHALL BE NOTIFIED TO DETERMINE IF PLAN REVISIONS ARE NEEDED. CONTRACTOR IS REQUIRED TO FIELD LOCATE ALL CROSSING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION ACTIVITIES TO ALLOW THE ENGINEER TO REVISE LOCATIONS OF NEW FACILITIES TO AVOID CONFLICTS WITHOUT ADDITIONAL COST TO OWNER.
16. CONTRACTOR SHALL PROVIDE SUPPORT AND SHALL MAINTAIN SERVICE TO ALL ABOVE AND BELOW GRADE UTILITIES INCLUDING POLES, CABLES, WIRES, WATER, GAS, STORM, AND SANITARY FACILITIES, OR WITH THE WRITTEN CONCURRENCE OF THE UTILITY OWNER, MAY REMOVE, STORE, REINSTALL AND REPLACE AS NECESSARY.

Jan 29, 2019 - 4:34pm fmm.fmmuone  
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6737 West Washington Street  
 Suite 3440 : Milwaukee, WI 53214  
 symbiontonline.com : 800.748.7423

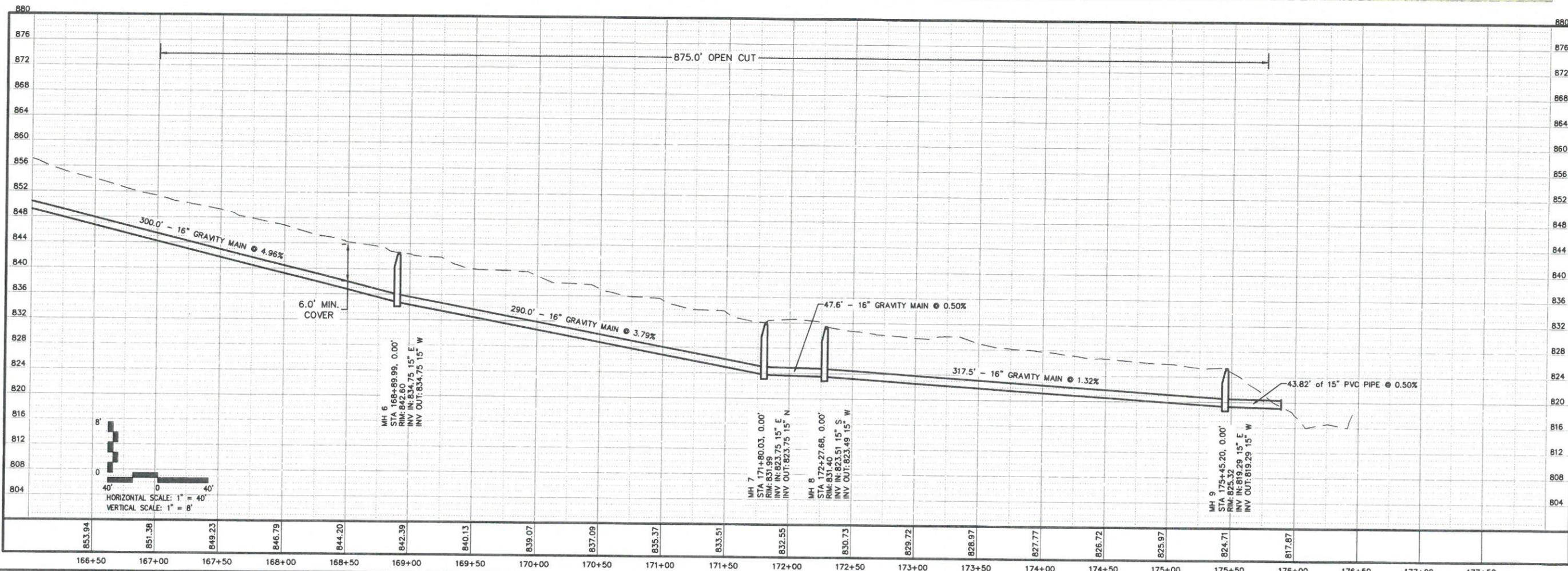
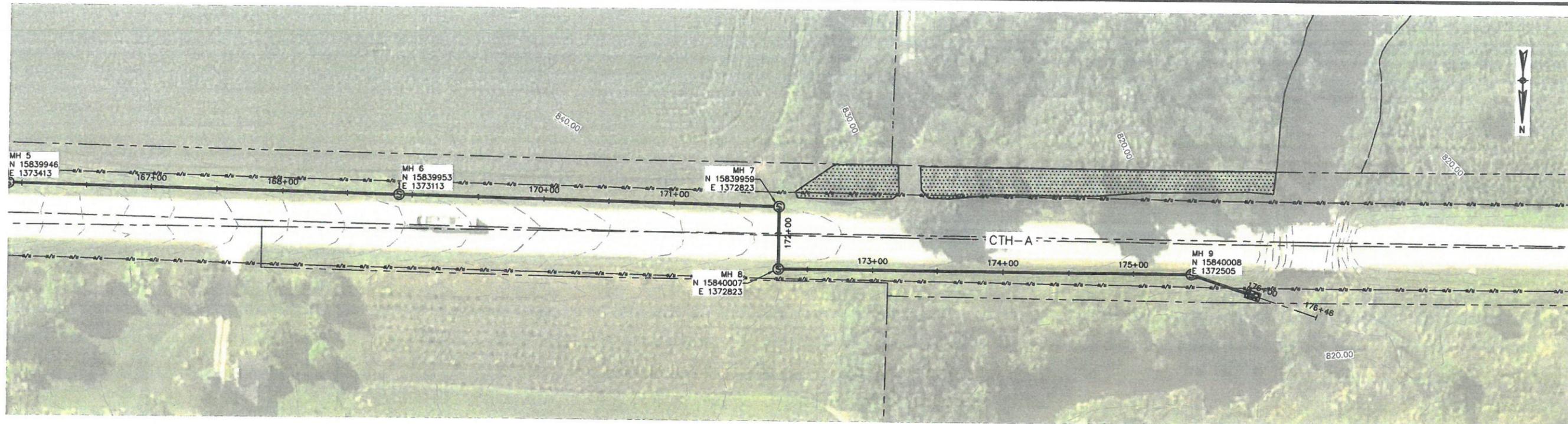
**VERIFY SCALE**  
 BAR IS ONE INCH ON ORIGINAL DRAWING.  
 0" = 1"  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DSGN	FPF						
DR	FPF						
CHK	ALP						
APVD	JRB						
NO.	DATE	REVISION	BY	APVD			

WWTP OUTFALL RELOCATION  
 MILK SPECIALTIES  
 ADELL, WISCONSIN

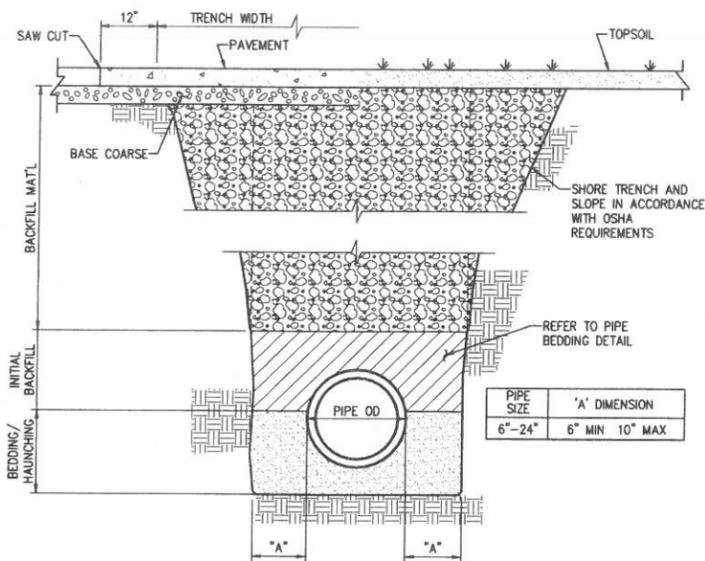
WWTP OUTFALL RELOCATION  
 CIVIL/SITWORK  
 ROUTE MAP AND GENERAL NOTES

SHEET NO	07
DWG NO	C-1
DATE	JAN 2019
PROJ NO	W180157

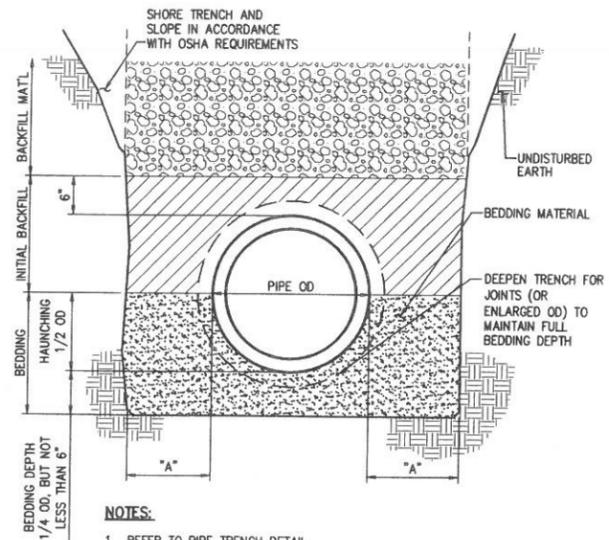


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	6737 West Washington Street Suite 3440 : Milwaukee, WI 53214 symbiontonline.com : 800.748.7423	<b>VERIFY SCALE</b> BAR IS ONE INCH ON ORIGINAL DRAWING. 0 = 1"	DSGN FPF DR FPF CHK ALP APVD JRB	NO.    DATE    REVISION    BY    APVD	<b>WWTP OUTFALL RELOCATION MILK SPECIALTIES ADELL, WISCONSIN</b>	<b>WWTP OUTFALL RELOCATION CIVIL/SITWORK PLAN AND PROFILE</b>	SHEET NO. 24 DWG NO. C-18 DATE JAN 2019 PROJ NO. W180157
		IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.					

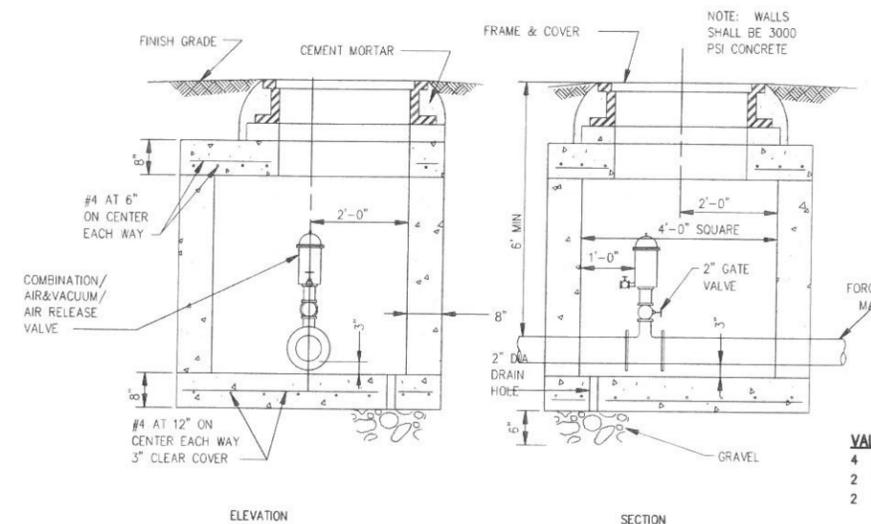


**PIPE TRENCH DETAIL**  
SCALE: NONE



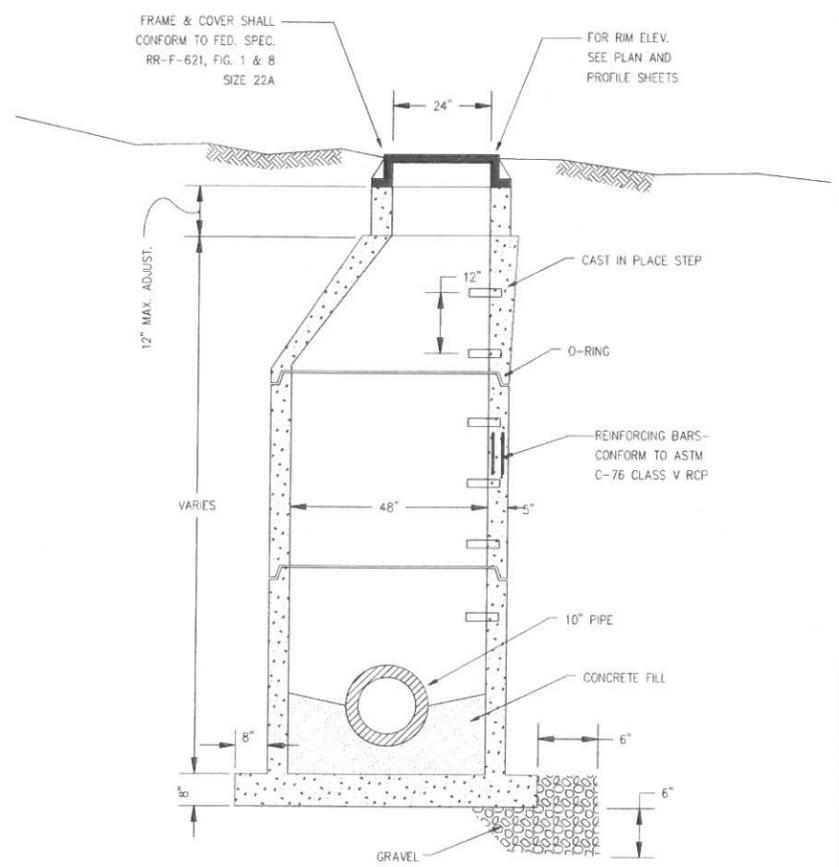
- NOTES:**
- REFER TO PIPE TRENCH DETAIL.
  - BEDDING, HAUNCHING, AND INITIAL BACKFILL SHALL BE CLASS I, II, OR III MATERIAL.
  - TRANSITION OF BEDDING TYPES SHALL ONLY BE MADE AT PIPE JOINTS.
  - COMPACTION SHALL NOT BE DONE IN LAYERS MORE THAN 12" THICK.
  - BACKFILL SHALL BE COMPACTED TO NOT LESS THAN 95% MODIFIED PROCTOR.

**PIPE BEDDING DETAIL**  
SCALE: NONE

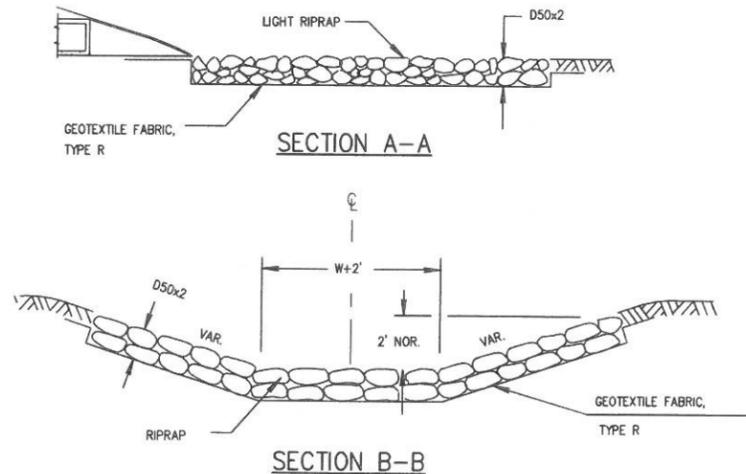
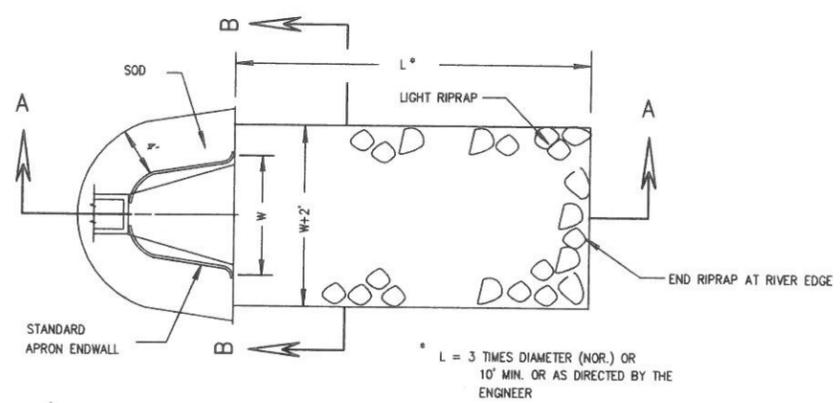


- VALVE LIST:**
- 4 COMBINATION AIR VALVE
  - 2 AIR & VACUUM VALVE
  - 2 AIR RELEASE VALVE

**AIR VALVE & VAULT DETAIL**  
SCALE: NONE



**PRECAST MANHOLE DETAIL**  
SCALE: NONE



**RIPRAP AND GEOTEXTILE FABRIC AT OUTFALL DETAIL**  
SCALE: NONE

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**SYMBIONT** 6737 West Washington Street  
Suite 3440 : Milwaukee, WI 53214  
symbiontonline.com : 800.748.7423

<b>VERIFY SCALE</b>	DSGN	FPF						
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WWTP OUTFALL RELOCATION  
MILK SPECIALTIES  
ADELL, WISCONSIN

WWTP OUTFALL RELOCATION  
CIVIL/SITWORK  
STANDARD DETAILS

SHEET NO	27
DWG NO	C-19
DATE	JAN 2019
PROJ NO	W180157

1                   **SHEBOYGAN COUNTY    RESOLUTION NO. \_\_\_\_\_ (2018/19)**

2  
3                   **Re:    Participating in Snowmobile Aids Program – 2019/2024**

4  
5  
6                   **WHEREAS**, Sheboygan County is interested in maintaining, acquiring, and developing  
7 lands for public outdoor motorized snowmobile trail use, and

8  
9                   **WHEREAS**, counties are eligible to receive state funding for public motorized  
10 snowmobile trail purposes under Wis. Stat. § 23.09(26);

11  
12                   **THEREFORE, BE IT RESOLVED** that Sheboygan County desires to receive aids under  
13 Wis. Stat. § 23.09(26) for the purposes described therein.

14  
15                   **BE IT FURTHER RESOLVED**, that the Sheboygan County Planning & Conservation  
16 Director is authorized and directed to act on behalf of Sheboygan County to submit an  
17 application to the State of Wisconsin Department of Natural Resources for any financial aid that  
18 may be available; sign any required documents; and take necessary action to undertake, direct,  
19 and complete any project approved for state funding.

20  
21  
22                   Respectfully submitted this 19th day of March, 2019.

23  
24  
25                   **PLANNING, RESOURCES, AGRICULTURE, AND EXTENSION COMMITTEE\***

26  
27  
28  
29 \_\_\_\_\_  
30 Fran Damp, Chairperson

\_\_\_\_\_

31  
32 \_\_\_\_\_  
33 Henry Nelson, Secretary

\_\_\_\_\_

34  
35 \_\_\_\_\_  
36 Paul A. Gruber

37                   Opposed to Introduction:

38  
39 \_\_\_\_\_  
40  
41 \*County Board members signing only

## SHARED SERVICES AGREEMENT

Zoning Technician/Zoning Administrator

**SHEBOYGAN COUNTY** is a Wisconsin government body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081 (hereinafter County) and **CITY OF PLYMOUTH** is a municipal corporation, having its principal offices at 128 Smith Street, Plymouth, Wisconsin 53073 (hereinafter City).

### RECITALS

**WHEREAS**, the individual performing the zoning function shall be employed by County and shall also provide services to City, and

**WHEREAS**, certain issues dealing with department operations were identified, and the parties desire to reduce to writing an outline of the operational expectations of the shared services, and

**WHEREAS**, in addition, certain liability and risk exposure concerns were identified in that it was not the intent of the parties to either decrease or increase exposure by either party as a result of this shared service and it is the parties' desire to reduce to writing in general terms the liability and risk exposure issues for the shared services;

**NOW, THEREFORE**, it is agreed by and between Sheboygan County and the City of Plymouth as follows:

1. **TERM.** This Agreement shall be for the duration of six (6) months commencing \_\_\_\_\_, 2019. Thereafter, this Agreement shall automatically renew for consecutive one- (1-) year terms based on the compensation format outlined in **Paragraph 2.A.**, unless it is otherwise amended by mutual consent of the parties. Either party may elect to cancel this Agreement at any time, with thirty (30) days' advance written notice to the other party.

2. **SHARING OF ZONING SERVICES.** City and County shall share their respective zoning functions through the utilization of the County Code and Zoning Technician (Zoning Agent) currently employed in the Sheboygan County Planning and Conservation Department. The Zoning Agent shall also serve as the City of Plymouth Zoning Administrator.

**A. Payment.**

(1) Commencing \_\_\_\_\_, 2019, City shall pay to County an amount equal to twenty percent (20%) of Zoning Agent's salary, Social Security, and Medicare contributions, Wisconsin Retirement System contributions, health and dental benefits, holiday and vacation pay, and sick leave. City shall compensate the Zoning Agent for travel costs incurred at the request of the City Administrator/Utilities Manager at the IRS rate in effect at the time of travel. City will submit any travel reimbursement to County on a monthly basis.

(2) City shall compensate County for such expenses on a monthly basis in arrears with the first payment due \_\_\_\_\_, 2019, and on the first of each month thereafter. This formula is premised on the expectation that the Zoning Agent will be spending twenty percent (20%) of his or her time either handling matters for City or learning City's procedures and protocol.

(3) Zoning Agent's salary, social security, and Medicare benefits, WRS contributions, and health and dental benefits shall be established and determined solely at the discretion of County except that in the determination of any merit pay increases, City shall provide input to County as to any performance evaluations that are undertaken, and County shall provide a thirty- (30-) day written notice of any change in Zoning Agent's salary and benefits.

**B. Personnel.** The individual filling the Zoning Agent position is a County employee under the direction of the County Planning and Conservation Director. When acting on behalf of City, the Zoning Agent shall report to the City Administrator/Utilities Manager.

**C. Access to City Government.** In all respects, Zoning Agent is to be afforded the same access to City Departments, Boards, Committees, the Common Council, and with all other aspects of City government as the former City Zoning Administrator enjoyed. Specifically, for the purposes of example and expressly without limitation by enumeration:

(1) The City Attorney's Office will render legal advice and representation for all City matters in the same manner as it would for a City-employed Zoning Agent.

(2) The City Clerk's Office will provide the Zoning Agent with the same service it heretofore provided to the City Zoning Administrator prior to this Agreement in regard to City zoning activities.

(3) City shall provide necessary clerical, support, and telephone services as directed by the City Administrator/Utilities Manager for Zoning Agent to conduct City zoning activities.

**D. Equipment and Supplies.**

(1) Equipment: Equipment, specifically including an office, desk, chairs, telephones, accessories, personal computers, and peripherals currently in the possession of City and heretofore assigned to City staff engaged in zoning activities prior to this Agreement shall be made available to Zoning Agent for use with respect to City zoning activities. Zoning Agent shall use his or her own vehicle for any travel requested by the City Administrator/Utilities Manager for zoning activities.

(2) Supplies: City shall furnish Zoning Agent with all necessary supplies at City expense in order for Zoning Agent to handle City zoning activities.

**E. Custody and Maintenance of Records.**

(1) Custody and Maintenance. During the term of this Agreement, Zoning Agent shall be given access and custody of all City zoning records and shall maintain such records in accordance with City policies and procedures and as otherwise provided by law. Upon termination of this Agreement, Zoning Agent shall return all City zoning records to the City Administrator/Utilities Manager or his or her designee.

(2) Segregation of City and County Records. Zoning Agent shall segregate City and County records from each other. All City records shall remain the property of City and shall be maintained and remain on City premises.

**F. Miscellaneous.** Zoning Agent, with the advice and consent of the City Administrator/Utilities Manager in regard to City matters or the County Planning and Conservation Director with regard to County matters, may take all action as reasonably necessary to operate the combined Zoning Agent services in accordance with this Agreement.

3. **INDEMNITY AND WORKER'S COMPENSATION.** It is the intent of the parties neither to increase nor decrease respective liability of either party to this Agreement for liability and risk exposure as a result of the combination of Zoning Agent services as provided in this Agreement. Accordingly, the parties agree as follows:

**A. Cross-indemnity.**

(1) City Cross-indemnity. City agrees to indemnify and save harmless County, its agents, officials, and employees from and against any loss, cost, or expense sustained or incurred because of any and all claims, demands, suits, actions, judgments, and executions for damages of any kind by whomever and whenever made or obtained arising out of or relating in any manner to liability imposed upon County, its agents, or employees by virtue of the administration of Zoning Agent functions on behalf of the City with City's knowledge and consent or with the knowledge and consent of the appropriate officers, agents, or employees of City whether or not such liability is due or claimed to be due to any act, error or omission of the County, its agents, or employees.

(2) County cross-indemnity: County agrees to indemnify and save harmless City, its agents, officials, and employees from and against any loss, cost, or expense sustained or incurred because of any and all claims, demands, suits, actions, judgments, and executions for damages of any kind by whomever and whenever made or obtained arising out of or relating in any manner to liability imposed upon City, its agents, or employees by virtue of the administration of Zoning Agent functions on behalf of County with County's knowledge and consent or with the knowledge and consent of the appropriate officers, agents, or employees of County whether or not such liability is due or claims to be due to any act, error, or omissions of City, its agents, or employees.

(3) Combined functions: City and County shall be jointly and severally liable for any and all liability occasioned by the performance of zoning functions designed and intended for the mutual benefit of the City and County including, but by no means limiting by enumeration, City and County training, or in any other activity in accordance with the goals and objectives of this Agreement.

**B. Worker's Compensation.** As an employee of County, Zoning Agent shall be under County's worker's compensation coverage.

4. **MAINTENANCE OF INSURANCE.** City and County shall each separately maintain insurance which they deem sufficient to cover the indemnities provided in this Agreement. Each party shall present this Agreement to their respective insurers and shall take such steps to provide upon demand of the other party a copy of such insurance. Each party shall notify the other of their intent to modify the coverage provided by any general liability or other insurance policy which affects this Agreement at least sixty (60) days before such change becomes effective.

**SHEBOYGAN COUNTY**

**CITY OF PLYMOUTH**

By: \_\_\_\_\_  
Adam N. Payne  
County Administrator

By \_\_\_\_\_  
Donald O. Pohlman  
Mayor

By \_\_\_\_\_  
Sabrina Dittman, Clerk/Treasurer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_