

**NOTICE OF MEETING**  
**SHEBOYGAN COUNTY BOARD OF SUPERVISORS**

Sheboygan County Courthouse  
615 North 6<sup>th</sup> Street, 5<sup>th</sup> Floor  
Sheboygan WI

**TUESDAY, March 17, 2015 at 6:00 P.M.**

In compliance with Rule V under the Rules of Order of the Sheboygan County Board of Supervisors, as County Clerk of Sheboygan County, I herewith submit the following AGENDA.

**AGENDA**

**CALL TO ORDER – Chairperson Roger L. Te Stroete**

**CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF FEBRUARY 17, 2015 JOURNAL**

**CONSIDERATION OF APPOINTMENTS BY COUNTY ADMINISTRATOR**

**Aging Unit Advisory Committee (Re-appointments)**

Mary Nowacki, 1513 North 4<sup>th</sup> Street, Sheboygan  
John Van Der Male, 1803 Arrowhead Court, Sheboygan

**Emergency Medical Services (EMS) Council**

Brian Goelzer, 405 Bittersweet Lane, Plymouth  
(Private Ambulance Service)

**Local Emergency Planning Committee**

Karlyn Raddatz, 1011 North 8<sup>th</sup> Street, Sheboygan  
(Health)

Terry Katsma, 705 Erie Avenue, Oostburg  
(Elected State Official)

Brian Goelzer, 405 Bittersweet Lane, Plymouth  
(First Aid)

**PRESENTATIONS**

Dane Checolinski, Sheboygan County Economic Development Corporation Executive  
Director – Overview of Annual Report

<b>*POSTED*</b> <b>03.12.15</b> <b>11:00 AM</b>
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## **PUBLIC ADDRESSES**

*As of the preparation of this Agenda no one has requested to speak. County Board rules allow interested persons to register to speak until 5:00 pm on the Monday before the County Board Meeting.*

## **LETTERS, COMMUNICATIONS AND ANNOUNCEMENTS**

*Items introduced under this heading are either referred to a Committee for action, or received for information. No action is taken at this meeting.*

## **COUNTY ADMINISTRATOR'S REPORT**

*The County Administrator's Report is a summary of County activities for the previous month and planned for upcoming months.*

## **CONSIDERATION OF COMMITTEE REPORTS - EXECUTIVE COMMITTEE**

- Resolution No. 30 (2014/15)**      Re: Approval of Maintenance and Improvement Agreement with Sheboygan County Veterans' Memorial Committee  
**Committee Recommendation: Adopt**  
**Signed in Opposition: None**
- Ordinance No. 14 (2014/15)**      Re: Amending Chapter 90 – Citation Enforcement  
**Committee Recommendation: Enact**  
**Signed in Opposition: None**

## **CONSIDERATION OF COMMITTEE REPORTS - FINANCE COMMITTEE**

- Ordinance No. 12 (2014/15)**      Re: Increasing Compensation and Pay Ranges for Non-Bargaining Unit Personnel for 2015 and Amending Merit Pay Ordinance  
**Committee Recommendation: Additional Time Be Granted to Consider the Matter**  
**Signed in Opposition: None**

## **CONSIDERATION OF COMMITTEE REPORTS – LAW COMMITTEE**

- Resolution No. 31 (2014/15)**      Re: Designating March 23 – 27, 2015, as Work Zone Safety Awareness Week  
**Committee Recommendation: Adopt**  
**Signed in Opposition: None**

## RESOLUTIONS INTRODUCED

*Items introduced under this heading are referred to a Committee for recommendation. No formal action is taken at this meeting unless noted.*

Resolution No. 32 (2014/15)      Re: Adopting Updated Sheboygan County Pedestrian and Bicycle Comprehensive Plan

Resolution No. 33 (2014/15)      Re: Appropriating Funds for Participation in East Wisconsin Counties Railroad Consortium - 2015

Resolution No. 34 (2014/15)      Re: Petitioning the Secretary of Transportation for Airport Improvement Aid

## ORDINANCES INTRODUCED - NONE

## ADJOURNMENT

Respectfully submitted this 12<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
JON DOLSON, COUNTY CLERK

## NOTES:

**Reminder:** Expense sheets for the period ending March 15, 2015 are due in the County Clerk's Office no later than Tuesday, March 17, 2015.

The Legislative Breakfast will be held on April 13, 2015 at 8:00 A.M. at the Fountain Park Family Restaurant.

The Legislative Breakfast is a monthly informational question and answer session between Sheboygan County's federal and state legislative delegation and Sheboygan County Supervisors and department heads. Because a majority of the Board or a Committee may attend, it is a meeting open to the public under the Open Meeting law even though there is no formal agenda, no action will be taken, and no minutes are being kept.

The Town's Association Meeting will be held on Friday, April 17, 2015 at 7:30 PM at the Town of Herman.

Persons with disabilities needing assistance to attend or participate are asked to notify the County Clerk's Office at 920.459.3003 prior to the meeting so that accommodations may be arranged.

# **JOURNAL OF THE MEETING OF THE SHEBOYGAN COUNTY BOARD OF SUPERVISORS**

**February 17, 2015**

Pursuant to Wis. Stat. § 59.11, the February 17, 2015 session of the Sheboygan County Board was called to order by Chairperson Roger L. Te Stroete at 6:00 p.m. Chairperson Te Stroete noted that the notice of meeting was posted on February 12, 2015 at 10:30 a.m. in compliance with the open meeting law. The meeting opened with the Pledge of Allegiance by all present led by Boy Scout Troop 801 from Grace Episcopal Church, Sheboygan.

The roll call was taken and recorded with 23 Supervisors present; Absent: 2, Supervisors Damp, and Ogea.

**Supervisor Winkel moved for approval of the January 20, 2015 Journal, which was distributed to all supervisors prior to the meeting.** The motion was seconded by Supervisor LeMahieu and carried on unanimous roll call vote of the board.

## **LETTERS AND COMMUNICATIONS - NONE**

### **COUNTY ADMINISTRATOR'S REPORT**

County Administrator Adam Payne gave a powerpoint presentation on the 2014 State of the County reviewing department 2014 financial performance and the county's overall financial track record. Mr. Payne reported the state of the county is strong and that we have healthy fiscal reserves, an excellent bond rating and a team and track record that we all can take pride in. Mr. Payne also reviewed a top 10 list of recent accomplishments including establishing the Amsterdam Dunes wetland mitigation bank and preservation area, the County LS and Dairyland Drive relocation, improved mental health services, combined dispatch remodeling, health and human services addition, and overall job creation county-wide.

### **COMMITTEE REPORTS**

The Clerk read the report of the Executive Committee regarding **Resolution No. 29 (2014/15) Carryover of Unexpended 2014 Appropriations to 2015** recommending adoption.

**Supervisor Goehring moved to adopt the resolution.** The motion was seconded by Supervisor Weggeman and carried on unanimous roll call vote of the board.

The Clerk read the report of the Executive Committee regarding **Ordinance No. 13 (2014/15) Updating Chapter 24 to Include Amsterdam Dunes and Other Changes** recommending enactment.

**Supervisor Marthenze moved to enact the ordinance.** Supervisor Abler seconded the motion which carried on unanimous roll call vote of the board.

The Clerk read the report of the Finance Committee regarding **Ordinance No. 12 (2014/15) Increasing Compensation and Pay Ranges for Non-Bargaining Unit Personnel for 2015 and Amending Merit Pay Ordinance** recommending additional time be granted to consider the matter.

**Per Rule 13 of the Board rules, the Chair has authorized one additional month to consider the matter until the March 17, 2015 County Board meeting.**

(Vice-Chairperson Wegner presiding)

Pursuant to Rule IV of the Rules of Order, the following resolutions and ordinances were introduced by the Clerk and referred by the Vice-Chairperson as indicated:

**Resolution No. 30 (2014/15)** Re: Approval of Maintenance and Improvement Agreement with Sheboygan County Veterans' Memorial Committee referred to the Executive Committee.

**Resolution No. 31 (2014/15)** Re: Designating March 23 – 27, 2015, as Work Zone Safety Awareness Week referred to the Law Committee.

**Ordinance No. 14 (2014/15)** Re: Amending Chapter 90 – Citation Enforcement referred to the Executive Committee.

#### **ADJOURNMENT**

**Supervisor Bemis moved to adjourn to 6:00 p.m. on Tuesday, March 17, 2015.**  
Supervisor Winkel seconded the motion which carried on unanimous roll call vote of the board.  
The meeting was adjourned at 6:42 p.m.



# SHEBOYGAN COUNTY

**Adam N. Payne**  
*County Administrator*

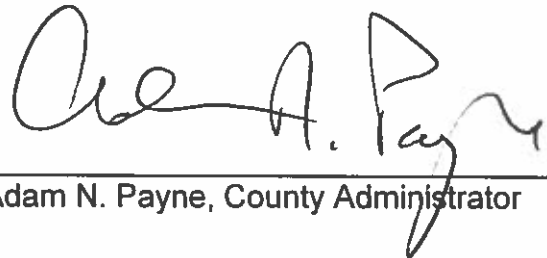
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TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

I, Adam Payne, Sheboygan County Administrator, pursuant to Section 43.05 and Ordinance No. 6 (2006/07) of the Sheboygan County Code, having conferred with the County Board Chairperson and the appropriate standing Committee of the County Board, hereby submit for your confirmation the following re-appointments to the Aging Unit Advisory Committee for a three-year term expiring March, 2018:

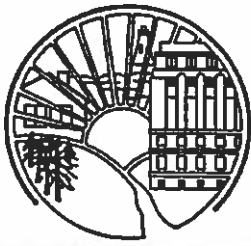
**Mary Nowacki, 1513 North 4<sup>th</sup> Street, Sheboygan, WI 53081**  
**John Van Der Male, 1803 Arrowhead Court, Sheboygan, WI 53083**

Respectfully submitted this 17<sup>th</sup> day of March, 2015.



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Adam N. Payne, County Administrator



# SHEBOYGAN COUNTY

Adam N. Payne  
County Administrator

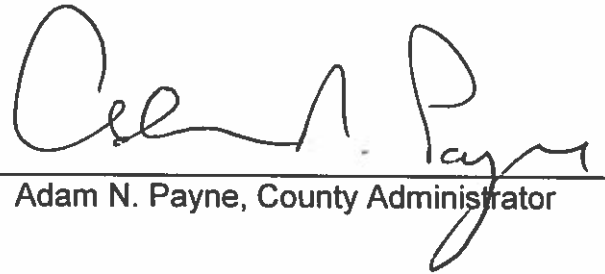
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TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

I, Adam Payne, Sheboygan County Administrator, pursuant to Section 43.05 and Ordinance No. 6 (2006/07) of the Sheboygan County Code, having conferred with the County Board Chairperson and the appropriate standing Committee of the County Board, hereby submit for your confirmation the following appointment to the Emergency Medical Services (EMS) Council for the remainder of a two-year term expiring May, 2016:

**Brian Goelzer, 405 Bittersweet Lane, Plymouth, WI 53073 – Private Ambulance Service**

Respectfully submitted this 17th day of March, 2015.

  
Adam N. Payne, County Administrator

## **Brian Goelzer**

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405 Bittersweet Lane.  
Plymouth, WI 53073  
Cell# 920-980-7755  
bgoelzer@plymouthems.org

### **PROFESSIONAL SUMMARY**

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Motivated and compassionate healthcare professional with 14 years of hands-on experience in fast-paced residential and hospital environments. Strong focus on patient wellness and caregiver happiness. Accountable, responsible and community driven.

### **SUMMARY OF QUALIFICATIONS:**

---

- Emergency Medical Technician certified and National registered
- State Licensed Emergency Medical Technician
- Past Director of Operations at Plymouth Ambulance Service, Inc.
- Knowledgeable and experienced, 14 years of pre-hospital
- Current Executive Director at Orange Cross Ambulance.

### **EDUCATION**

---

**2000 Graduate, Plymouth High School**

**Lakeshore Technical College, Cleveland, WI**

- \* 2000 Emergency Medical First Responder
- \* 2002 Emergency Medical Technician
- \* 2002 Became Nationally Registered Emergency Technician
- \* 2004 Emergency Medical Technician- Intermediate

**NASCAR University**

\* 2010- Present annual training on ambulance operations, security awareness, and race track operations. I have completed 4 years of training. Level 2 certified

**Federal Emergency Management Agency (FEMA)**

Completed Emergency Incident Command System (ICSNIMS) ICS 100, 200, and 700



## EXPERIENCE

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2000-2007      Elkhart Lake First Responders

**Duties:** As I First Responder I was accountable for maintaining and keeping my equipment clean and ready to use in case of an emergency. In 2003 I was promoted to Lieutenant of the Elkhart Lake First Responders. I was placed in charge of training and scheduling responders for the 24/7 on call operations.

2001-2010      Forklift Operator and Director of Facilities and Maintenance at Glacier Transit and Storage Inc.

**Duties:** I was responsible for eleven refrigerated food grade warehouses, staff of three maintenance employees, eight tractor power units, and thirty refrigerated trailers. It was my job to maintain the facilities to the standards that ensure food safety and quality. I also oversaw the safety of the employees of Glacier Transit and Storage, Inc. I was responsible for four Anhydrous Ammonia refrigeration systems and six Freon systems. This included following State of Wisconsin regulatory compliance for all the ammonia systems. As director, I also managed a yearly budget, new construction, remodel and refrigeration project management.

2003-2010      Served as Treasurer for the Plymouth Ambulance Board of Directors

**Duties:** As Treasurer of Plymouth Ambulance I was in charge of fund raising and maintaining the financial aspects of the company.

2010-2014      Director of Operations for Plymouth Ambulance Service, Inc.

**Duties:** I am currently responsible for directing and facilitating all activities that ensures the quality of emergency care and transportation for sick and injured to appropriate facilities of a higher level of care. I support my staff by ensuring the service has well maintained vehicles, quality equipment and adequate supplies on-hand. In addition to overseeing the day to day operations of Plymouth Ambulance I maintained a 24/7 employee work schedule, implemented in-house training programs, solicited staff input and support by use of Field Trainers which assisted in the staff obtaining consistent and accurate training. I take great pride in my staff and myself for the team that has been built. This is a result of effective leadership and leadership being an active team member both in the office and on the ambulance. I hold myself accountable and responsible in exceeding expectations by providing

competent, compassionate care and services by listening, anticipating and responding to the needs of both internal (full and part-time staff) and external (patients, family members, first responders, physicians, police and fire agencies) customers.

I maintain and negotiate the EMS contract for Elkhart Lake's Road America. Over the last four years I have participated and trained as safety officer in the Incident Command Post for NASCAR Nationwide races. In the IC post I worked with the Sheboygan County Sheriff's Dept., U.S. Department of Homeland Security, FBI, Counter Terrorism Unit Milwaukee, and NASCAR Officials. Along with these duties I managed and directed the nine ambulances serving Road America and NASCAR and three ambulances serving western Sheboygan County.

I coordinate communication between customers, employees, accounting personnel and the Board of Directors. I promote Plymouth Ambulance Service, Inc. and its services through community education and public relations programs and provide constant oversight of these programs. As director I ensure that crews are compliant with WI State documentation and protocols.

I also coordinate EMS functions with other local ambulance providers, fire departments, first responder units, aero medical services, and law enforcement agencies to assure continuity during interagency operations.

Currently

Executive Director, Orange Cross Ambulance Service

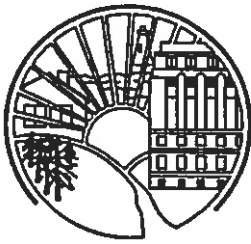
I am currently serving as a member of:

Sheboygan County Communication Committee

Sheboygan County Joint Dispatch Advisory Committee

Voting Member for the Professional Ambulance Association of Wisconsin

Flight for Life Customer Service Advisory Board Member



# SHEBOYGAN COUNTY

**Adam N. Payne**  
*County Administrator*


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TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

I, Adam Payne, Sheboygan County Administrator, pursuant to Section 43.05 and Ordinance No. 6 (2006/07) of the Sheboygan County Code, having conferred with the County Board Chairperson and the appropriate standing Committee of the County Board, hereby submit for your confirmation the following appointments to the Local Emergency Planning Committee for the remainder of a two-year term expiring May, 2016:

**Karlyn Raddatz, 1011 North 8<sup>th</sup> Street, Sheboygan, WI 53081 - Health**  
**Terry Katsma, 705 Erie Avenue, Oostburg, WI 53070 – Elected State Official**  
**Brian Goelzer, 405 Bittersweet Lane, Plymouth, WI 53073 – First Aid**

Respectfully submitted this 17th day of March, 2015.



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Adam N. Payne, County Administrator

# KARLYN A. RADDATZ, BSN, BA, RN

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510 South Chain Drive Appleton, WI 54915 (920) 450-8527 karlyn.raddatz@outlook.com

## Summary

Motivated to advance public and social health through education, health promotion, and advocacy with over 13 years of accomplishments in Psychiatric, Occupational, School and Public Health Nursing. Skilled in the highest level of nursing that includes time-management, crisis management, critical thinking, decision-making and problem solving. Practiced in program planning, monitoring and evaluation. Knowledge on state health policy process and state and federal health policies. Demonstrate talents of written and verbal communication when sharing prioritized and swift implementation needs in emergency situations.

## Specialized Skills

- Advanced public health practice through the development of a Health Educator position and additional Environmental Health Sanitarian.
- Developed policies and programs; evaluate the effectiveness, accessibility and quality to address public health priorities in the Maternal Child Health, Prenatal Care Coordination, and Lead programs.
- Proficient in the MCH Early Childhood Initiative reporting requirements and assist in the assessment and planning stages for the Wisconsin Healthiest Families Initiative.
  - Agency lead and active member of the Tri-County MCH Workgroup.
  - Member of the Head Start Advisory Committee, linking individuals and families to family support services in the community.
  - Researched and implemented evidence-based strategies to address primary prevention activities at the individual and community/family levels.
- Assisted for program expansion at the local level by utilizing the Life Course Model, addressing primary prevention across the lifespan and its relation to family health. Provided trainings to stakeholders.
- Lead Task Force Coalition Member and collaborated inter-agency in the development of a Lead Education program and perform outreach to area health care providers to assure proper lead testing techniques.
- Provided surveillance, prevention, investigation, and control of communicable, acute and chronic diseases.
- Implemented a Foodborne Illness Reporting procedure and developed a collection tool in collaboration with Environmental Health, utilizing continuing education in epidemiology and statistics.
- Presented information and referral services to the general public, medical and social service community.
- Provide public health home visits and case management in Maternal Child Health, Prenatal Care Coordination, Latent Tuberculosis Infection and Lead programs.
  - Linking families to support services in the community and assuring consistent service delivery, i.e., Head Start, Birth to Three, and Child Protection.
  - Implemented Ages and Stages (ASQ) during home visit screenings.
  - Utilized SPHERE in the documentation of the service delivery, utilizing reports for documentation and evaluation.
- Participated in community screening, health promotion and immunization services in cooperation with the public and private sector implementing a systems approach to service delivery.
- Community Health Improvement Planning Process Core Team member identifying population groups, families, and individuals at high risk of illness, injury, disability or premature death. Collect, review, and analyze health status data and play a significant part in assessment of the community strengths and needs, collaborating with public and private organizations to address community health needs. Utilized state and local data sources.
  - Chairperson for the Mental Health subcommittee and Co-chairperson for the Mental Health Regional Network.
- Informed, educated, and empowered people about health promotion and disease prevention by providing

## KARLYN A. RADDATZ, BSN, BA, RN

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educational presentations to the community on immunizations and current health issues.

- Question, Persuade, Refer (QPR) trainer for suicide prevention and actively provide trainings to law enforcement, faith communities, and other community members.
- Presented at the 2011 Public Health Nurses Conference on the implementation and evaluation of QPR.
- Enforced laws and regulations that protect health and assure safety by demonstration/education.
  - Received certification as a Car Passenger Safety Technician and continue to provide education within the community. Key active member of a multidisciplinary, prevention focused Child Death Review Team.
- Strategic planning committee member, evaluating and implementing Divisional Quality Improvement.
- Assured accountable implementation of program services related MCH/PNCC and Lead grants. Met with management on a quarterly basis for evaluation.
- Responsible for the implementation and evaluation of grant goals and objectives, and related reports.
- Developed *Contemporary Public Health* presentation which focuses on a population-based/system approach to service delivery at the local health department level.
- Revised and presented *Public Health 101* at the statewide New Public Health Orientation.
- Used a Socio-ecological model to support activities related to emergency response at the family/community level. Assess and monitor regional capacity that is necessary for immediate response to unique regional and statewide issues, events, and emergencies related to Tuberculosis Outbreak in a local community.
- Provided practicum experiences for nursing students and resident physicians on a yearly basis. Assisted nursing students on the development of a hand washing curriculum that has been implemented to provide outreach to daycares and foodservices personnel.
- Participated in cross-training to perform intervention strategies aimed at creating healthy environmental, social, and economic conditions to benefit the health of the population.
  - Functioned as an Environmental Health Sanitarian, responsible for the school food service program and implementation of the HACCP plans.

### Accomplishments

- Established, reviewed, and revised procedures for a comprehensive school health program in consultation with administration and health advisory committee.
- Developed in-service programs for school personnel with primary focus upon prevention.
- Assisted in selection, training, supervision and evaluation of paraprofessionals assigned to nursing staff.
- Provided written nursing care plans for students with significant health problems, monitored their implementation, and assured compliance in order to provide adequate health care.
- Initiated and participated in the district's evaluation process for the school-nursing program.
- Development of a team concept with collaboration with Environmental, Health and Safety Manager, Safety Specialists, Environmental Specialist, Occupational Therapist and Occupational Health Nurses corporate-wide.
- Guide, instruct, and evaluate newly hired graduate and registered nurses through participation in the preceptor program.
- Demonstrate efficient prioritization and effective time-management, problem solving, critical thinking, crisis management, and supervisory skills at a charge nurse level.
- Exhibited effective leadership qualities by functioning independently as a Deputy Coroner.
- Collaboration with medical professionals, members of law enforcement to coordinate effective mental health care.
- Crisis management to individuals both in-person and over the phone.

## KARLYN A. RADDATZ, BSN, BA, RN

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### Professional Work Experience

4/2014 -- present	Sheboygan County	Health Services Manager/Health officer	Sheboygan, WI
3/2013 -- 4/2014	State of Wisconsin	Public Health Nurse Consultant	Green Bay, WI
3/ 2003 -- 3/2013	Outagamie County	Public Health Nurse	Appleton, WI
9/ 2003 -- 1/ 2006	Oshkosh Area School District	District School Nurse	Oshkosh, WI
4/ 2002 --6/ 2003	Plexus Corporation	Occupational Health Nurse	Neenah, WI
1/ 2000 --5/ 2002	Winnebago Mental Health Institute	Nurse Clinician 2	Winnebago, WI
5/ 1999 --1/ 2005	Winnebago County	Deputy Coroner	Oshkosh, WI
1/ 1996 --9/ 2001	Winnebago County	After Hours Crisis Worker	Oshkosh, WI

### Certification/Licensure

Registered Nurse, Wisconsin Licensure #135209-030

Certified QPR Trainer, September, 2010 - present

ICS/NIMS trained

### Education

1996 --1999	University of Wisconsin - Oshkosh	BS Nursing
1991 --1995	University of Wisconsin -- Milwaukee	BA Psychology emphasis in Pre-Medicine

### Professional Organizations

American Public Health Association

American Nurses Association

Wisconsin Public Health Association, PHN Section

Wisconsin Nurses Association (Executive Committee - Environmental Health Nurses Coalition)

Fox Valley District Nurses Association (Board of Directors 2000 - present and President 2005 - 2012)



# Representative Terry Katsma

## Assembly District 26 (R - Oostburg)

[Representative Terry Katsma's Home Page](#)

[District map based on 2011 Wisconsin Act 43](#)

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[Historical information](#)

### Madison Office:

Room 18 North

State Capitol

P.O. Box 8952

Madison, WI 53708

### Telephone:

(608) 266-0656

(888) 529-0026

### Fax:

(608) 282-3626

### Email:

[Rep.Katsma@legis.wisconsin.gov](mailto:Rep.Katsma@legis.wisconsin.gov)

### Voting Address:

705 Erie Ave.

Oostburg, WI 53070

### Staff:

Nick Krueger

[Nick.Krueger@legis.wisconsin.gov](mailto:Nick.Krueger@legis.wisconsin.gov)

## Current Committees

- Committee on Consumer Protection
- Committee on Financial Institutions (Vice-Chair)
- Committee on Housing and Real Estate
- Committee on Ways and Means
- Committee on Workforce Development

## Biography

Born Sheboygan, April 23, 1958; married; 3 children. Graduate Sheboygan Co. Christian H.S. 1976; B.A. business administration Dordt College (Sioux Center, Iowa) 1980; M.B.A. Marquette U. 1985. Full-time legislator. Former community bank president and CEO. Member: Trinity Christian College Bd. of Trustees (Palos Heights, Ill. – treas.); Oostburg State Bank Bd. of Dir. (fmr. pres. and CEO); Oostburg Chamber of Commerce (fmr. pres.-elect); Oostburg Kiwanis Club (fmr. pres.); Oostburg Christian Reformed Church (elder, fmr. deacon); Workbound, Inc. (fmr. pres.); YMCA of Sheboygan Co. Bd. of Managers. Former member: Dordt College Bd. of Trustees (vice chp.); Sheboygan Co. Christian H.S. (bd. pres.); Oostburg Christian School Bd. (secy.); Oostburg Community Education Foundation.

Elected to Assembly 2014.

Author

Co-authored

Cosponsored

Votes

## **Brian Goelzer**

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405 Bittersweet Lane.  
Plymouth, WI 53073  
Cell# 920-980-7755  
bgoelzer@plymouthems.org

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Currently

Executive Director, Orange Cross Ambulance Service

I am currently serving as a member of:

Sheboygan County Communication Committee

Sheboygan County Joint Dispatch Advisory Committee

Voting Member for the Professional Ambulance Association of Wisconsin

Flight for Life Customer Service Advisory Board Member

SHEBOYGAN COUNTY RESOLUTION NO. 30 (2014/15)

Re: **Approval of Maintenance and Improvement Agreement with Sheboygan County Veterans' Memorial Committee**

**WHEREAS**, County owns all of the property described on **Exhibit A** which is a portion of the Taylor County Park, and

**WHEREAS**, the Sheboygan County Board, through the adoption of Resolutions 23 (1989/90) and 19 (1991/92) determined that the establishment of the Memorial Site on the north side of the Taylor County Park would be beneficial to the Sheboygan County community and would be an opportunity to enhance the Park, and

**WHEREAS**, pursuant to that authority, the Sheboygan County Veterans' Memorial Committee (SCVMC), an unincorporated association of representatives of veterans' groups in Sheboygan County, had built a Memorial, and


**WHEREAS**, County believes that a Maintenance and Improvement Agreement with SCVMC, on file with the County Clerk, for all of the property described on **Exhibit A** free of charge but outlining the conditions for the future construction, maintenance, and operation of the Memorial Site would be appropriate;

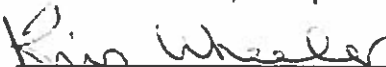
**NOW, THEREFORE, BE IT RESOLVED** that the Sheboygan County Board enter into the Agreement with the SCVMC for the maintenance and improvement of the Memorial Site.

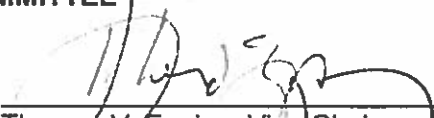
**BE IT FURTHER RESOLVED**, that the County Board Chairperson and the County Clerk are authorized and directed to sign this Agreement on behalf of the County.


Respectfully submitted this 17th day of February, 2015.


**PROPERTY COMMITTEE**

  
James P. Glavan, Chairperson

  
Kris Wheeler, Secretary

  
Thomas V. Epping, Vice Chairperson

  
Al Bosman

  
Robert Ziegelbauer

Opposed to Introduction:

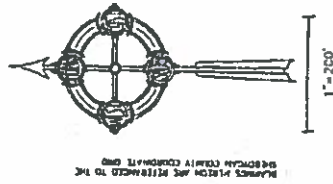
\_\_\_\_\_

\_\_\_\_\_

## PLAT OF SURVEY

**TAYLOR HILL PROPERTY OWNED  
BY SHEBOYGAN COUNTY**

PART OF THE SUGAR BEET PART OF THE SUGAR BEET, PART OF THE  
SUGAR BEET AND PART OF THE SUGAR BEET, SECTION 27, T19N, R24E,  
COUNTY OF SHERMAN, STATE OF NEBRASKA.



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 01-07-2013 BY 60324 UCBAW

## LEGEND

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 02-22-2001 BY 60322 UCBAW

AREA DEICATED FOR PLANT PURPOSES BY  
SOUTHERN COUNTY BOARD RESOLUTION  
NO. 23 1989-90 AND AMENDED BY  
COUNTY BOARD RESOLUTION NO. 18.

RECEIVED BY THE DIRECTOR OF THE FBI  
JAN 10 1964

ALLA COUNCIL BY THE MEMORIAL  
COUNTY HISTORICAL MUSEUM

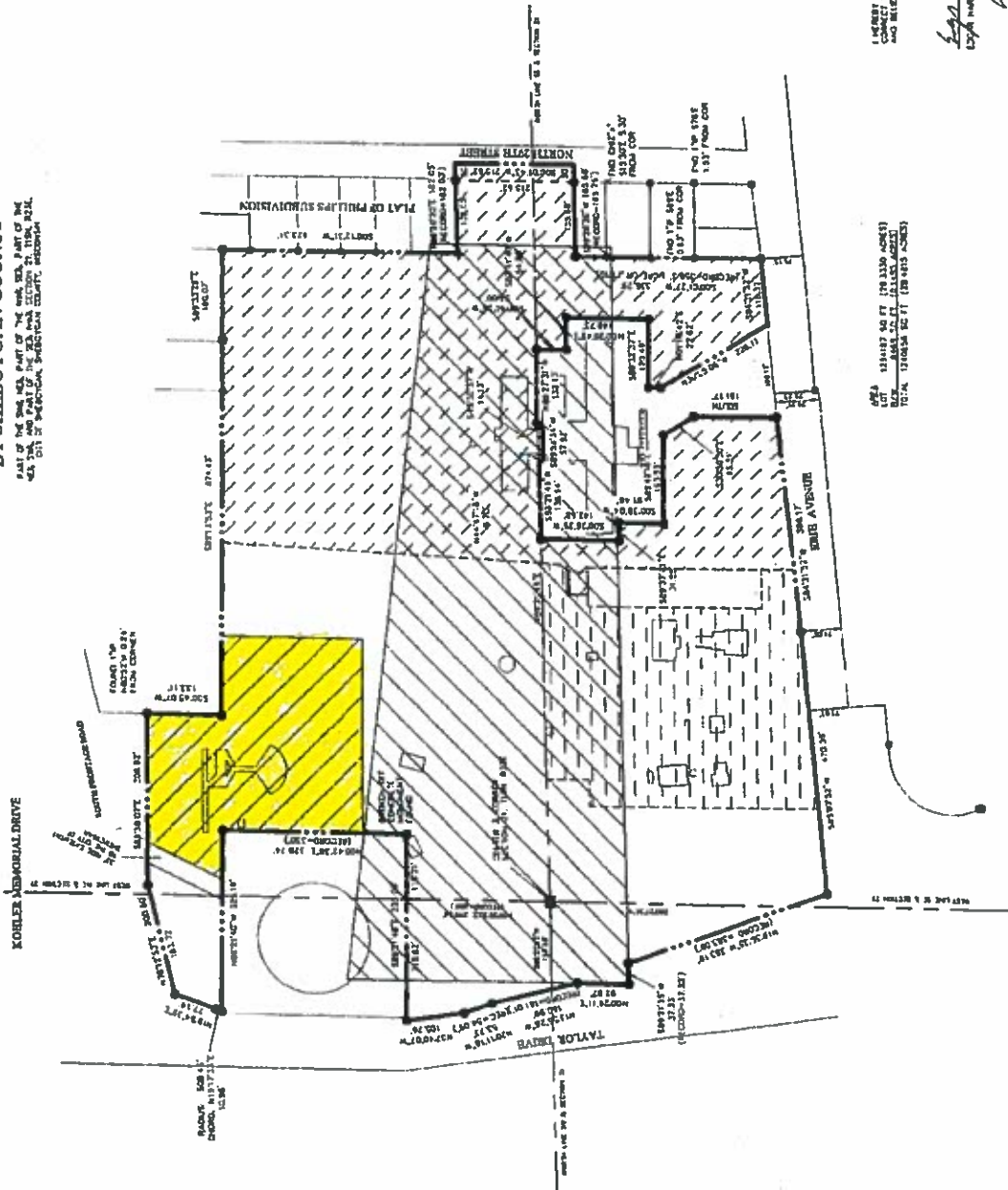
**1. non-physical**

## References



1. NORTH CANTON, MASS. HAS ABOUT 15  
HOMES IN ITS WEST END OF WHICH  
CROCK TO THE WEST OF THE RIVER  
AND BAY.

10-25-2007  
L003-5-2-01  
1001-3 NARROW WALLPAPER OVER 1 CEMENTED METALWORK, W/ NARROW VENTS



LOT 1234567 90 FT (70 3350 ACRES)  
 B/V 8669 50 FT (81195 ACRES)  
 TOTAL 1740556 52 FT (151915 ACRES)

## **MAINTENANCE AND IMPROVEMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_\_ day of March, 2015, by and between **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 53081-4126 and the **SHEBOYGAN COUNTY VETERANS' MEMORIAL COMMITTEE** (SCVMC), an unincorporated association of representatives of veterans' groups in Sheboygan County with a mailing address of P.O. Box 953, Sheboygan, WI 53082-0953 and whose chairperson is Allen Nohl.

### **RECITALS**

**WHEREAS**, SCVMC is an unincorporated association of representatives of veterans' groups in Sheboygan County that has been formed to create a Veterans' Memorial Site for use by the public incorporating memorial columns and markers and ancillary structures dedicated to honoring the memories of Sheboygan County veterans and their service and sacrifices to their country (the Memorial Site), and

**WHEREAS** County owns all of the property described on **Exhibit A** which is a portion of the Taylor County Park, and

**WHEREAS**, the Sheboygan County Board, through the adoption of Resolutions 23 (1989/90) and 19 (1991/92) determined that the establishment of the Memorial Site on the north side of the Taylor County Park would be beneficial to the Sheboygan County community and would be an opportunity to enhance the Park, and

**WHEREAS**, pursuant to that authority, SCVMC had built a Memorial, and

**WHEREAS**, County believes that a maintenance and improvement Agreement with SCVMC for all of the property described on **Exhibit A** free of charge but outlining the conditions for the future construction, maintenance, and operation of the Memorial Site would be appropriate, and

**WHEREAS**, the County Board Chairperson and the County Clerk are authorized to sign this Agreement with SCVMC on behalf of County pursuant to the authority granted by the County Board and set forth in Resolution No. \_\_\_\_\_ (2014/15) adopted on \_\_\_\_\_, 2015;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

### **AGREEMENT**

1. **Property.** Pursuant to the authority granted to it under Wis. Stat. § 45.72, County does hereby agree, let, and demise unto SCVMC and SCVMC does hereby agree to use the real estate comprised of land on the north side of Taylor County Park as set forth on **Exhibit A** attached hereto and referred to hereafter as the Memorial Site.

2. **Term.** The term of this Agreement shall be a period of twenty-five (25) consecutive years commencing upon execution of this Agreement unless sooner terminated as provided hereafter. Provided SCVMC shall not then be in default of any of its obligations hereunder, SCVMC shall have the option to extend the original agreement term for additional twenty-five- (25-) year terms by giving County notice of its intention to exercise such options of extension within two (2) to five (5) years prior to the expiration of the then current agreement term. Upon the timely giving of such notice by SCVMC to County of an exercise of the option of extension, the term of this Agreement shall be extended for a twenty-five- (25-) year extension period provided the parties are able to come to an accord on whether to maintain the same terms and conditions as contained in this Agreement and as subsequently amended by the parties or upon such other terms and conditions upon which the parties may mutually agree based on the circumstances at the time of renewal.

3. **Purpose and Use of Premises.** County shall make the Memorial Site available for exclusive use and development by SCVMC during the agreement term for the sole purpose of establishing and maintaining a memorial site honoring County veterans. SCVMC agrees that the Memorial Site will have a public mission and purpose and will further the goal of making Sheboygan County a desirable place to live and to visit. SCVMC agrees that it shall not use the Memorial Site for commercial purposes, yet it retains the right to conduct nominal sales of food and/or beverages, appropriate clothing and/or apparel, and gift-oriented items that are fitting to a Memorial Site. SCVMC may undertake such fundraising as is appropriate for a Memorial Site, including offering the right to honor a veteran by selling the right to posting the name of the veteran on the Memorial Site.

4. **Dates and Hours of Operation.** SCVMC shall coordinate its dates and hours of operation with County. SCVMC also shall coordinate with County and receive preapproval for all special events on the Memorial Site which may have an impact on traffic and/or parking in the vicinity of the Taylor County Park or the surrounding neighborhood.

5. **Charges.** For the duration of the agreement term and as long as SCVMC complies with all terms and conditions set forth in the Agreement, SCVMC shall be under no obligation to pay any charges to County for use of the Memorial Site.

6. **Initial Design and Construction.** The cost of all construction, land modification, design, and development of the Memorial Site has been the sole responsibility of SCVMC. All required permits and approvals from regulatory authorities have been the responsibility of SCVMC.

7. **Completion of Project.** Any temporary requirements for the storage of equipment, material, or supplies which SCVMC may require for any future construction process which may temporarily need to be placed on the remainder of the Taylor County Park property shall be with the approval and prior consent of County. Within ninety (90) days of the completion of each phase of the project, all materials, equipment, fill, and other supplies which are related to construction and which are not needed for ongoing maintenance or landscaping shall be removed from the Taylor County Park property and shall be restored to its prior condition.

8. **Modification.** All future modifications to the Memorial Site which could be deemed to have a material effect on County, including for example, changes which affect grading, construction, or access to the Memorial Site from adjacent roads, or establishing a solar source for electricity for the Memorial Site shall be subject to prior approval by County. SCVMC may engage in repair or maintenance of existing structures without the consent of County, but if any anticipated expenses exceed Two Thousand Dollars (\$2,000.00), SCVMC shall submit the proposal to County's Property Committee for review and approval. In addition, SCVMC shall be solely responsible for obtaining any building permits or other such approvals as may be necessary from the City of Sheboygan and for paying any associated fees as may be required.

9. **Security.** SCVMC shall be solely responsible for maintaining security on the Memorial Site when needed. County has no obligation or responsibility to ensure that the Memorial Site is secure and shall have the right to review SCVMC security plans.

10. **Public Accommodation.** SCVMC shall comply with Title III of the Americans with Disabilities Act. Accordingly, SCVMC shall eliminate physical, communications, and procedural barriers to the extent possible such that visitors with disabilities are able to enjoy the Memorial Site.

11. **Maintenance and Repairs.** With the exception of lawn mowing and the bicycle rack provided by County at the Memorial Site, SCVMC at its sole expense shall be responsible for all maintenance and repairs to the Memorial Site including all ongoing landscaping connected with the Memorial Site. SCVMC agree to keep the Memorial Site maintained and in good condition.

12. **Utilities and Services.** SCVMC shall pay all charges for water, gas, heat, electricity, telephone, waste disposal, and all public and private utility services as may be needed. SCVMC shall either have its own contracts for said services or arrange with County to obtain the services and charge the expenses back to SCVMC. SCVMC shall acquire and pay for all licenses and permits which may be required for the construction and operation of the Memorial Site and all activities carried out thereon. SCVMC shall provide County with copies of all such licenses and permits and shall keep all licenses and permits current.

13. **Existing Utility Connection.** To the extent that the existing utility connections can lawfully be utilized for the provision of services at the Memorial Site without adversely impacting services to those currently using such connections or damaging the connections, SCVMC shall have the right to access such connections as necessary to avoid the expense of building independent connections.

14. **Signs.** SCVMC may at its own expense, place signs for the Memorial Site on the premises. County shall have the right to approve the form and style of all permanent and commercial signage on County property. City of Sheboygan sign approval and sign permit expenses shall be the responsibility of SCVMC.

15. **Parking and Snow Removal.** SCVMC shall maintain a parking lot for at least twenty (20) spaces within the Memorial Site. SCVMC shall be responsible for

maintaining the lot. Parking lot construction, paving, and snow removal shall be coordinated with County.

16. **Damages.** In case of any damage to or destruction of County property which is the direct result of SCVMC activity, SCVMC shall be obligated to rebuild or repair the damaged property so as to return the damaged property to the same condition it was prior to such damage or destruction or to reimburse County for the costs of such repair.

17. **Indemnification.** SCVMC shall hold County, its agents, representatives, and employees harmless from and against any and all claims, loss, damages, costs, or expenses which may arise in connection with this Maintenance and Improvement Agreement or the use of the Memorial Site by SCVMC, its agents, employees, or any other persons using the Premises.

18. **County Use and Consent.** From time to time, County may wish to utilize the Memorial Site for an event, program, or veteran-related forum. County shall have the privilege of use of the Memorial Site or portions thereof without cost upon request and reasonable advance notice to SCVMC so long as such use would not interfere with the programming and purposes of SCVMC.

19. **Insurance.** County maintains property and liability insurance with respect to the Memorial Site. SCVMC shall be responsible for any event insurance as may be requested by County at SCVMC's expense as may be required by County's Property Committee.

20. **Default or Breach.** A default shall be deemed to have occurred if (1) SCVMC fails to maintain the premises including any buildings thereon; or (b) SCVMC fails to maintain utility payments. In the event that SCVMC defaults in the performance or observance of any covenant or condition specified in this Agreement and such breach continues more than sixty (60) days after County has notified SCVMC by certified mail of the breach, and the breach cannot be redeemed within the sixty (60) days from the date of notice of the breach, the Agreement will not be terminated as long as SCVMC has commenced and is actively and diligently pursuing all necessary actions to redeem the breach. Failure or neglect of County to act upon a breach of one or more of the covenants, terms, and conditions of this Agreement shall not constitute or be construed as a waiver.

21. **Assignment.** SCVMC shall not assign or sublease any part or all of the Memorial Site or this Agreement without the written consent of County.

22. **Form of Approval, Notices, and Communication.** The Sheboygan County Administrator or his or her designee shall be the contact person for any and all communications with County regarding the terms of this Agreement. SCVMC shall make periodic reports of its activities to the Sheboygan County Board of Supervisors, either to the Board as a whole or to any County Board Committee that has been designated as the appropriate liaison. Any written notice, consent, approval, or authorization which is required under this Agreement to be in written form shall be deemed sufficiently given if made in writing and served upon the other party or parties personally or by depositing same with the US Postal Service, postage prepaid. All other



approvals required under this Agreement shall be deemed sufficiently given or obtained if received orally or written by or from SCVMC from or to the County Administrator or his or her designee or the Chairperson of the County Board of Supervisors.

23. **Compliance with Law.** SCVMC agrees to comply with all state and federal laws, local ordinances, orders, rules, and regulations now or hereafter in force affecting its use of the premises. Furthermore, if after the commencement date of this Agreement any governmental authority should require that any improvements be installed on the Memorial Site which are solely related to the operation of the Memorial Site, the total cost of making any and all such improvements shall be the responsibility of SCVMC.

24. **Representations as to Condition.** SCVMC has examined the Memorial Site and acknowledge that it has received the same in good order and repair including all improvements in place as of the date of this Agreement. Neither County nor any agent thereof makes any representation as to the condition or structure of the Memorial Site that is not expressly contained herein.

25. **Quiet Enjoyment.** So long as SCVMC performs and observes the covenants and provisions hereof, SCVMC shall quietly enjoy the Memorial Site, and County will warrant and defend SCVMC in the enjoyment and peaceful possession of the Memorial Site throughout the Agreement term from all persons claiming under or through County. Subject to the specific provisions herein, SCVMC shall be solely responsible for the content manner of operation at the Memorial Site.

26. **Prevailing Wages.** The parties do not intend or expect that any improvements heretofore undertaken or which may be undertaken in the future are subject to the provisions of Wis. Stat. §§ 66.0903 or 66.904 modified by 2009 WI Act 28. In the event future improvements are contemplated, the parties will discuss whether any future versions of those statutes may be applicable. In the event that any determination is subsequently made that any improvements are subject to these statutes, and County incurs any liability therefrom, SCVMC shall indemnify and hold County harmless from any such liability.

27. **Successors and Assigns.** The terms, covenants, and conditions of this Agreement shall be finding upon and inure to the benefit of SCVMC and County and their respective successors and assigns.

28. **SCVMC Status.** SCVMC is an unincorporated association of representatives of local veterans' organizations in Sheboygan County. SCVMC represents that it has the legal authority to enter into this Agreement and to contract with third parties to perform services on behalf of SCVMC. SCVMC represents that one or more of the organizations that comprise SCVMC is a non-profit, non-stock corporation under the laws of the State of Wisconsin which has 501(c)(3) status. SCVMC agrees to provide to County the name of a designated County non-profit, non-stock corporation that will agree to be legally responsible and liable for SCVMC obligations as provided for herein in the event that SCVMC's status would not allow it to be legally responsible.

29. **Independent Contractor.** Nothing contained in this Agreement shall create a partnership or joint venture between SCVMC and County. SCVMC is acting at

all times as an independent entity and is in no sense and employee, agent, or volunteer of County.

**IN WITNESS WHEREOF**, this Maintenance and Improvement Agreement is executed as of the day and year first above written.

**SHEBOYGAN COUNTY**

**SHEBOYGAN COUNTY VETERANS'  
MEMORIAL COMMITTEE**

By: \_\_\_\_\_  
Roger L. Te Stroete, Chairperson

By: \_\_\_\_\_  
Allen Nohl, Chairperson

By: \_\_\_\_\_  
Jon Dolson, County Clerk

By: \_\_\_\_\_  
Eugene Perronne, Vice-Chair

R:\CLIENT\08299\00024\00082604.DOCX

**FISCAL NOTE**  
**February 2015**

**Resolution No. 30 (2014/15) RE: Approval of Maintenance and Improvement Agreement with Sheboygan County Veterans' Memorial Committee**

**Resolution No. 31 (2014/15) RE: Designating March 23-27, 2015, as Work Zone Safety Awareness Week**

**Ordinance No. 14 (2014/15) RE: Amending Chapter 90 – Citation Enforcement**

**Funding:**

No additional funding is required.

  
\_\_\_\_\_  
Terry A Hanson, Finance & IT Director  
February 12, 2015

SHEBOYGAN COUNTY ORDINANCE NO. 14 (2014/15)

Re: **Amending Chapter 90 - Citation Enforcement**

**WHEREAS**, Chapter 90 of the County Code provides for a method of enforcement of County ordinances through the issuance of citations rather than through the more cumbersome and expensive process of issuing summonses and complaints, and

**WHEREAS**, changes to the statutes governing the use of citations require an updating of Chapter 90 to continue in compliance with state requirements, and

**WHEREAS**, it is in the best interests of Sheboygan County to update our Code provisions to be in conformity with state law;

**NOW, THEREFORE**, the County Board of Supervisors of the County of Sheboygan does ordain as follows:

Section 1. **Amending Chapter 90.** Chapter 90 of the Sheboygan County Code of Ordinances is hereby amended as follows (additions indicated by redlining, deletions by strikeouts):

CHAPTER 90  
LAWCITATION ENFORCEMENT

- 90.01 CITATIONS FOR COUNTY ORDINANCE VIOLATIONS. Except as otherwise specifically provided in this Code, the statutory provisions of Wis. Stat. § 66.44966.0113 describing and defining procedure with respect to violations of these Ordinances, are hereby adopted and by reference made a part of this Code as if fully set forth herein. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this Code. Any further amendments, revisions, or modifications of the statutes incorporated herein are intended to be made a part of this Code in order to secure uniform state-wide regulation of the procedure as to citations for certain ordinance violations.
- 90.02 ADOPTION OF FORM-~~MSC-4~~CITATION. TheA form captioned "~~Wisconsin~~Sheboygan County Uniform Municipal Citation" (in compliance with the provisions of Wis. Stat. § 66.44966.0113) as approved by the Sheriff and Corporation Counsel is hereby adopted as ~~hereinafter set forth~~for use to enforce Sheboygan County ordinance violations. Any future amendments, revisions, or modifications of this form done by the County of Sheboygan is intended to be made a part of this Code in order to secure uniform county-wide administration of citations for certain ordinance violations. Only such provisions of personally identified information by this form that are reasonably related to the enforcement to the ordinance shall be completed by the issuing officer or official. If applicable, the uniform traffic citation developed under Wis. Stat. § 345.11 or the Natural Resources citation developed under Wis. Stat. § 23.54 may be used instead. Filing of the form with the County Clerk ~~should~~shall serve as the recognition of that form as the form approved by this Section.

(The rest of this page intentionally left blank.)

<b>UNIFORM MUNICIPAL CITATION &amp; COMPLAINT</b> STATE OF WISCONSIN COUNTY OF SHEBOYGAN B-CITY of _____ B-VILLAGE of _____ B-TOWN of _____		DEPOSIT \$	ASSESS \$	COURT COSTS \$	RESTITUTION \$	TOTAL DEPOSIT \$	FOR COURT USE ONLY
STATE OF WISCONSIN CIRCUIT COURT — ROOM B-10 — COUNTY OF SHEBOYGAN —INCIDENT NO. —							
COUNTY OF SHEBOYGAN VS	THE UNDERSIGNED, AN OFFICER FOR AND IN BEHALF OF THE COUNTY OF SHEBOYGAN BEING DULY SWORN, STATES UPON INFORMATION AND BELIEF THAT THE SAID DEFENDANT DID ON _____ AT _____ AM/PM VIOLATE ORD. NO. _____ TO WIT:						DESCRIBE VIOLATION:
	NAME _____ LAST, FIRST, MIDDLE INITIAL _____						
ADDRESS (RESIDENCE) _____ APT. NO. _____ POST OFFICE/STATE _____ ZIP _____							
PHONE _____	AGE _____	BIRTHDATE _____		PLACE OF BIRTH _____			
M _____ F _____ B _____ B _____	WHT _____ BLK _____ NAT. _____ ASN. _____ 1-B _____ 2-B _____ 3-B _____ 4-B _____		HSP _____ NON _____ 1-B _____ 2-B _____	EYES _____	HAIR _____	WEIGHT _____	HEIGHT _____
DRIVER'S LICENSE _____ STATE _____ EXP. _____				SOCIAL SECURITY NO. _____		ON HWY/STREET _____ PRIVATE/PUBLIC PROPERTY _____	
VEHICLE PLATE _____	EXP. _____	STATE _____	MAKE _____	YEAR _____	MODEL _____	COLOR _____	AT _____
COMPLAINT NO. _____						COUNTY OF SHEBOYGAN, City/Village/Town of _____	
YOU ARE HEREBY NOTIFIED TO APPEAR IN THE ABOVE NAMED COURT						OFFICER'S SIGNATURE (PRINT) _____	
ON _____ 19 _____ AT _____ A.M. P.M.							
LOCATED AT 615 N. 6TH ST., SHEBOYGAN, WI 53081							
IMPORTANT: READ NOTICE ON BACK						DATE _____	PAGE _____
SCF-1010		WHITE/COURT		PINK/DEFENDANT		MANILA/AGENCY	

90.03 **STIPULATION OF GUILT OR NO CONTEST.** Stipulations of "Guilty" or "No Contest" may be made by persons to whom a citation has been issued for violation of an ordinance. Stipulations shall conform to the form contained in Wis. Stat. § 66.19(3)66.0113. It may be accepted within ten (10) days of the date of the alleged violation. Stipulations may be accepted by the Clerk of Courts of Sheboygan County, Wisconsin.

90.04 **DEPOSIT.** Any person stipulating "Guilty" or "No Contest" under Subsection 90.03 of this Code must make the deposit required under Wis. Stat. § 66.19(3)66.0113 as determined under Subsection 90.05 of this Code. Deposits may be brought or mailed to the Clerk of Courts' Office of Sheboygan County, Wisconsin, as directed by the arresting officer/issuing officer or official. If a citation is issued at a time when the Clerk of Courts' Office is not open, the cash deposits may be accepted at a stationary law enforcement office where a receipt can be issued. Receipts shall be given for all cash deposits.

90.05 **BOND AND DEPOSIT SCHEDULE.** The cash deposits herein referred to, together with the taxable costs and disbursements and the levy of the penalty assessments/surcharges where applicable according to Wis. Stat. § 165.87 shall be set forth in a "Bond Schedule" and shall be filed with the Clerk of Circuit Courts and thereupon is made a part of this Ordinance by reference.

- (1) The cash deposit amounts on said "Bond Schedule" shall be determined by a majority of the Circuit Judges for Sheboygan County, and where no specific amount is so set by said Judges, then the State of Wisconsin Revised Uniform State Traffic Deposit Schedule and related schedules for Alcohol/Beverages,

~~Harassment and Safety Violations Deposit Schedule, or Uniform Misdemeanor Bail Schedule, or Trespass to Land Deposit Schedule or the Revised Uniform Deposit and Bail Schedule for Conservation, Environmental Protection, Boating, Snowmobile, ATV, UTV, and Captive Wildlife Violations in existence at the time of the violation shall be utilized, and in the absence of any schedule or applicable amount, the bond shall be Fifty Dollars (\$50.00) plus the penalty assessment, and court costs.~~

- (2) The deposits or forfeited penalties under this Chapter shall be delivered to the Sheboygan County Clerk of Courts as soon as practical.

90.06 ISSUANCE OF CITATIONS. As authorized by Wis. Stat. § ~~66.119(2)~~ 66.0113(2) any County law enforcement officer may issue the citations authorized by this Chapter. In addition, ~~those persons who are correctional supervisors of the jail or who hold the position of Planning and Conservation Director or the Director's designee or Check-Fraud Investigator may issue citations with respect to Ordinances which are directly related to their official responsibilities.~~ In addition, unless otherwise provided for in this Code, the Sheriff may designate County officials who shall be authorized to issue citations with respect to County ordinances which are directly related to the official responsibilities of those officials.

Section 2. **Effective Date.** The herein Ordinance shall take effect upon enactment.

Respectfully submitted this 17th day of February, 2015.

LAW COMMITTEE

  
Thomas V. Epping, Chairperson

  
Mark S. Winkel, Secretary

  
Vernon Koch, Vice-Chairperson

  
Steven Bauer

  
Fay Uraynar

Opposed to Introduction:

Countersigned by:

  
Roger Te Stroete, Chairperson

**FISCAL NOTE**  
**February 2015**


**Resolution No. 30 (2014/15) RE: Approval of Maintenance and Improvement Agreement with Sheboygan County Veterans' Memorial Committee**

**Resolution No. 31 (2014/15) RE: Designating March 23-27, 2015, as Work Zone Safety Awareness Week**

**Ordinance No. 14 (2014/15) RE: Amending Chapter 90 – Citation Enforcement**

**Funding:**

No additional funding is required.

  
\_\_\_\_\_  
Terry A Hanson, Finance & IT Director  
February 12, 2015

1                   SHEBOYGAN COUNTY   ORDINANCE NO. 12 (2014/15)

2  
3           Re:    **Increasing Compensation and Pay Ranges for Non-bargaining Unit**  
4               **Personnel for 2015 and Amending Merit Pay Ordinance**  
5

6  
7           **WHEREAS**, pursuant to Sections 2.12(5) and 47.03(8) of the County Code of  
8 Ordinances, it is the responsibility of the Human Resources Committee to recommend to the  
9 County Board adjustments in compensation for non-elected non-bargaining unit employees, and  
10

11           **WHEREAS**, Sections 47.01(2) and 47.03(8) of the County Code of Ordinances direct  
12 that pay ranges be updated periodically including by means of across-the-board revisions to  
13 provide an appropriate salary structure which will permit the County to recruit and retain  
14 competent employees, to provide appropriate pay incentives for satisfactory and meritorious job  
15 performance, to promote internal equity and consistency within and among County Departments  
16 and to provide an effective means of controlling salary expenditures, and  
17

18           **WHEREAS**, the Wisconsin Employment Relations Commission issued its Consumer  
19 Price Index – Urban cost of living calculations for the maximum base salary increases for  
20 collective bargaining agreements commencing January 1, 2015, in the amount of 1.57%, and  
21

22           **WHEREAS**, the 2015 Budget as adopted by the County Board included funding which  
23 would accommodate a 1.57% across-the-board increase, together with applicable step and  
24 merit pay modifications, and  
25

26           **WHEREAS**, after study of relevant factors, including cost of living increases and labor  
27 market conditions, it is the recommendation of the Human Resources Committee that a one and  
28 fifty-seven hundredths percent (1.57%) across-the-board pay increase be granted for calendar  
29 year 2015 effective retroactively to January 1, 2015;  
30

31           **NOW, THEREFORE**, the County Board of Supervisors of the County of Sheboygan  
32 does ordain as follows:  
33

34               Section 1.   **Amending Salary Schedule for 2015.** The salary schedule  
35 provisions of Section 47.03 of the County Code of Ordinances are hereby rescinded and  
36 re-created effective January 1, 2015, to read as follows:  
37



Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Midpoint	Third Quartile	Maximum
20	\$102,030	\$105,573	\$109,117	\$111,480	\$113,844	\$116,205	\$118,569	\$126,839	\$135,106
19	\$94,940	\$98,235	\$101,532	\$103,729	\$105,927	\$108,124	\$110,323	\$118,015	\$125,708
18	\$88,266	\$91,331	\$94,394	\$96,438	\$98,479	\$100,523	\$102,564	\$109,713	\$116,863
17	\$82,215	\$85,067	\$87,920	\$89,821	\$91,724	\$93,625	\$95,528	\$102,184	\$108,840
16	\$76,512	\$79,165	\$81,820	\$83,589	\$85,359	\$87,127	\$88,896	\$95,090	\$101,281
15	\$71,202	\$73,669	\$76,138	\$77,783	\$79,429	\$81,074	\$82,722	\$88,481	\$94,241
14	\$66,292	\$68,588	\$70,886	\$72,418	\$73,950	\$75,482	\$77,013	\$82,373	\$87,733
13	\$61,953	\$64,098	\$66,245	\$67,675	\$69,106	\$70,536	\$71,966	\$76,975	\$81,983
12	\$57,932	\$59,938	\$61,944	\$63,283	\$64,620	\$65,955	\$67,294	\$71,975	\$76,655
11	\$54,169	\$56,044	\$57,917	\$59,167	\$60,417	\$61,666	\$62,918	\$67,291	\$71,663
10	\$50,657	\$52,410	\$54,161	\$55,329	\$56,497	\$57,664	\$58,834	\$62,922	\$67,010
9	\$47,592	\$49,237	\$50,880	\$51,977	\$53,073	\$54,171	\$55,267	\$59,107	\$62,943
8	\$44,711	\$46,256	\$47,801	\$48,831	\$49,861	\$50,890	\$51,920	\$55,523	\$59,128
7	\$39,790	\$41,164	\$42,537	\$43,452	\$44,368	\$45,282	\$46,197	\$49,402	\$52,606
6	\$36,962	\$38,236	\$39,511	\$40,359	\$41,209	\$42,058	\$42,907	\$45,881	\$48,854
5	\$34,333	\$35,515	\$36,697	\$37,485	\$38,274	\$39,062	\$39,850	\$42,610	\$45,369
4	\$31,898	\$32,995	\$34,093	\$34,824	\$35,556	\$36,289	\$37,021	\$39,581	\$42,142
3	\$29,708	\$30,730	\$31,751	\$32,432	\$33,113	\$33,793	\$34,474	\$36,858	\$39,241
2	\$27,677	\$28,628	\$29,578	\$30,210	\$30,844	\$31,479	\$32,111	\$34,330	\$36,547
1	\$25,759	\$26,643	\$27,525	\$28,115	\$28,704	\$29,294	\$29,883	\$31,945	\$34,006

Section 2. Amending Merit Pay Ordinance. Sections 47.03(6) through (8) are amended to read as follows (additions indicated by highlighting; deletions by strikeouts):

- (6) No Step increase may be granted unless the employee has received a performance evaluation rating of at least 5.0. No merit may be granted that is higher than the percentage increase corresponding to the employee's performance evaluation rating as follows:

Rating	Merit Increase
7.0	<del>1.00%</del> 0.50%
7.5	<del>1.25%</del> 0.75%
8.0	<del>1.50%</del> 1.00%
8.5	<del>1.75%</del> 1.25%

9.0            ~~2.00%~~1.50%

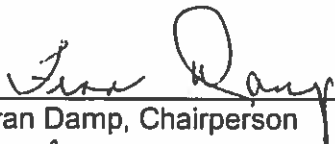
(7) In the event that a salary adjustment other than the changes otherwise provided for in this Chapter is necessary because of internal or equitable comparables, market conditions, salary compression, or other unusual circumstances, the Department Head involved and the Human Resources Director shall make recommendations to the County Administrator, who shall make such recommendation as he or she may deem appropriate to the Human Resources Committee which shall further evaluate and review the matter and make a recommendation to the County Board for approval.


(8) The County Board may make changes to the salary schedule from time to time as the Board may determine. If the salary schedule is revised across-the-board by a percentage or by a dollar amount, all current employees subject to this Chapter as of the effective date of such change will receive a corresponding adjustment in salary provided they have received a performance evaluation rating of at least 5.0.

Section 3. **Effective Date.** The herein Ordinance shall take effect upon enactment, but the salary adjustments provided for herein shall be retroactive to January 1, 2015. For those non-elected, non-bargaining employees formerly represented by the Sheboygan County Sheriff's Supervisors Association, WPPA-LEER (whether "sworn" or non-sworn"), who have not yet been placed in the classification system set forth at Section 47.02 of the County Code, together with any similar County employees formerly represented by a collective bargaining unit or whose positions have not yet been added to the grade grid, the salary increase shall be based on their previously-established wages and the step increase of Sections 47.03(6) through (8) shall be applied retroactive to January 1, 2015, to any grade grid formerly in place for those employees as part of a former collective bargaining unit agreement, but the merit pay provisions shall not be applicable to them.


81  
82  
83 Respectfully submitted this 20th day of January, 2015.  
84  
85

86 **HUMAN RESOURCES COMMITTEE**  
87

88  
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90 Fran Damp, Chairperson

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92   
93 Edward J. Procek, Secretary

Keith Abler, Vice-Chairperson

  
Devin LeMahieu

  
Greg Weggaman

94  
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96  
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98 Opposed to Introduction:  
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104 Countersigned by:  
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108 Roger L. Te Stroete, Chairperson  
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110 R:\CLIENT\08299\00015\00083240.DOCX  
111

January 13, 2015, draft

## **FISCAL NOTE**

### **Ordinance No. 12 (2014/15) Re: Increasing Compensation & Pay Ranges for Non-bargaining Unit Personnel for 2015 & Amending Merit Pay Ordinance**


Approving this ordinance will approve the presented compensation and pay ranges for non-bargaining unit employees and a 1.57% increase for non-elected, non-bargaining employees formerly represented by collective bargaining units or whose positions have not yet been placed in the non-bargaining classification system.

In addition, the amendment to the merit pay ordinance uniformly lowers the merit increase 0.50% for each rating benchmark.

### **FINANCIAL IMPACT**

The across-the-board pay increase of 1.57% (\$622,318) and projected merit increases (16,012) in 2015 will total approximately \$638,330 including FICA and WRS.

The amount budgeted for the across the board increase and merit pay increase used in the 2015 budget process and adopted by the County Board on November 4, 2014 is sufficient to cover the increase approved by this ordinance.



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Terry A. Hanson, Finance & IT Director  
January 12, 2015

SHEBOYGAN COUNTY RESOLUTION NO. 31 (2014/15)

Re: Designating March 23 – 27, 2015, as Work Zone Safety Awareness Week

**WHEREAS**, the Federal Highway Administration has designated March 23 – 27, 2015, as "Work Zone Safety Awareness Week" throughout the United States, and

**WHEREAS**, while total occupational injuries decreased in 2013, in 2012, 609 people died in highway work zone crashes, which is an increase of 19 fatalities compared to 2011, and

**WHEREAS**, of the 2012 work zone crashes, speeding was a factor in more than 35 percent of the crashes – crashes generally occurring when drivers speed through a work zone, don't pay attention to changing road conditions, run into other vehicles or highway equipment, or drive off the road completely, and

**WHEREAS**, it is important to remind the public of the danger that is posed to themselves and highway, law enforcement, and emergency workers by drivers using unreasonable and unsafe speeds in work and construction zones, and


**WHEREAS**, the Sheboygan County Highway Department and the Sheriff's Department are united in encouraging drivers to operate safely in construction zones, to yield and slow to emergency and police vehicles, and to obey "Move Over" laws requiring the use of the furthest available lane when approaching law enforcement vehicles along the shoulder;

**NOW, THEREFORE, BE IT RESOLVED** that the Sheboygan County Board of Supervisors joins the Federal Highway Administration in designating March 23 – 27, 2015, as "Work Zone Safety Awareness Week" and encourages the public to be alert to driving conditions which could put themselves and highway, law enforcement, or emergency workers at risk on the road.

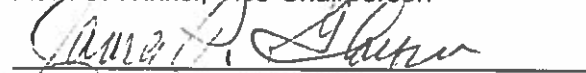
Respectfully submitted this 17th day of February, 2015.


TRANSPORTATION COMMITTEE

  
Richard C. Bemis, Chairperson

  
Charles W. Conrardy, Secretary

  
Mark S. Winkel, Vice-Chairperson

  
James P. Glavan

  
Jacob Van Dixhorn

Opposed to Introduction:

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\_\_\_\_\_

**FISCAL NOTE**  
**February 2015**


**Resolution No. 30 (2014/15) RE: Approval of Maintenance and Improvement Agreement with Sheboygan County Veterans' Memorial Committee**

**Resolution No. 31 (2014/15) RE: Designating March 23-27, 2015, as Work Zone Safety Awareness Week**

**Ordinance No. 14 (2014/15) RE: Amending Chapter 90 – Citation Enforcement**

**Funding:**

No additional funding is required.

  
\_\_\_\_\_  
Terry A Hanson, Finance & IT Director  
February 12, 2015

1                                    **SHEBOYGAN COUNTY    RESOLUTION NO. 32 (2014/15)**

2  
3                    **Re:    Adopting Updated Sheboygan County Pedestrian and Bicycle**  
4                    **Comprehensive Plan**  
5

6  
7                    **WHEREAS**, in July 2005, the United States Congress adopted legislation which included  
8 provisions to create a Non-motorized Transportation Pilot Program (NMTTP) and designated  
9 Sheboygan County as one of four communities in the nation to participate in this pilot program,  
10 and  
11

12                    **WHEREAS**, as part of the pilot program, Sheboygan County received funding to develop  
13 a comprehensive pedestrian and bicycle plan and subsequent network of nonmotorized  
14 transportation facilities that connect neighborhoods, retail centers, schools, recreation  
15 amenities, and employment centers, and allow people to change the way they choose to move  
16 around through their daily lives, and  
17

18                    **WHEREAS**, the comprehensive pedestrian and bicycle plan adopted in 2007 was nearly  
19 out-of-date the day it was printed due to the significant amounts of projects implemented due to  
20 the NMTTP funding, and  
21

22                    **WHEREAS**, a comprehensive pedestrian and bicycle plan serves as a critical tool for the  
23 continued implementation of the NMTTP and provides direction into the future for the  
24 development of pedestrian and bicycle facilities throughout Sheboygan County through 2045,  
25 and  
26

27                    **WHEREAS**, maintaining a comprehensive pedestrian and bicycle plan allows  
28 Sheboygan County to be eligible and competitive for various grants, and  
29

30                    **WHEREAS**, the staff of the Planning and Conservation Department has updated the  
31 Sheboygan County Pedestrian and Bicycle Comprehensive Plan and has displayed the Plan for  
32 review at public open houses in Plymouth on April 17, 2013, and in Sheboygan on April 23,  
33 2013, and  
34

35                    **WHEREAS**, the staff of the Planning and Conservation Department elicited feedback  
36 and input in the updated plan's development from the municipalities throughout the County, and  
37

38                    **WHEREAS**, the Planning, Resources, Agriculture, and Extension Committee voted  
39 unanimously at their January 13, 2015 meeting that the Sheboygan County Pedestrian and  
40 Bicycle Comprehensive Plan should be adopted by the Sheboygan County Board of  
41 Supervisors to continue to guide the NMTTP process and provide direction into the future for  
42 the development of pedestrian and bicycle facilities and programs;  
43

44                    **NOW, THEREFORE, BE IT RESOLVED** by the Sheboygan County Board of  
45 Supervisors that the updated Sheboygan County Pedestrian and Bicycle Comprehensive Plan,  
46 a copy of which is on file in the County Clerk's office, be adopted and that the Planning and  
47

Conservation Department is directed to take the Plan into account in future development of pedestrian and bicycle facilities in Sheboygan County.

Respectfully submitted this 17th day of March, 2015.

**PLANNING, RESOURCES, AGRICULTURE,  
AND EXTENSION COMMITTEE\***

\_\_\_\_\_  
Keith Abler, Chairperson

\_\_\_\_\_  
Fran Damp, Vice-Chairperson

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Libby Ogea, Secretary

\_\_\_\_\_  
James Baumgart

\_\_\_\_\_  
Edward J. Procek

Opposed to Introduction:  
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\*County Board Members signing only



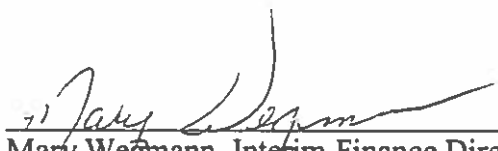
**FISCAL NOTE**  
**March 2015**

**Resolution No. 32 (2014/15) RE: Adopting Updated Sheboygan County Pedestrian and Bicycle Comprehensive Plan**

**Resolution No. 34 (2014/15) RE: Petitioning the Secretary of Transportation for Airport Improvement Aid**

**Funding:**

No additional funding is required.

  
\_\_\_\_\_  
Mary Wegmann, Interim Finance Director  
March 11, 2015

SHEBOYGAN COUNTY RESOLUTION NO. 33 (2014/15)

Re: Appropriating Funds for Participation in East Wisconsin Counties  
Railroad Consortium – 2015

**WHEREAS**, through the adoption of Resolution No. 42 (2004/05) on April 19, 2005, the Sheboygan County Board of Supervisors approved membership by Sheboygan County in the East Wisconsin Counties Railroad Consortium and authorized the County Chairperson and Clerk to sign the necessary documents to effectuate the County's participation in the Consortium, and

**WHEREAS**, under the terms of the contract creating the Consortium at Paragraph 5.01 and under the terms of Resolution No. 42 (2004/05), member counties are assessed an annual contribution for rehabilitation of trackage and right-of-way which counties are required to pay within sixty (60) days of assessment or the member is deemed to have withdrawn from the Consortium, and

**WHEREAS**, the Consortium has provided Sheboygan County with an assessment statement requesting a contribution of \$25,000.00 as Sheboygan County's share for 2015, and

**WHEREAS**, the annual contribution is required to be approved by a legal vote of the County Board;

**NOW, THEREFORE, BE IT RESOLVED** by the Sheboygan County Board of Supervisors that the Sheboygan County Clerk be authorized to pay to the East Wisconsin Counties Railroad Consortium the sum of \$25,000.00 representing Sheboygan County's 2015 annual contribution to the Consortium, said sum drawn from the Non-departmental Budget, Assessment Fee Account for Sheboygan County.

Respectfully submitted this 17th day of March, 2015.

**TRANSPORTATION COMMITTEE**

\_\_\_\_\_  
Richard C. Bemis, Chairperson

\_\_\_\_\_  
Mark S. Winkel, Vice-Chairperson

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Charles W. Conrardy, Secretary

\_\_\_\_\_  
James P. Glavan

\_\_\_\_\_  
Jacob Van Dixhorn

Opposed to Introduction:

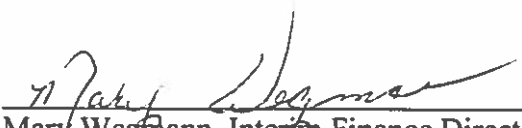
## **FISCAL NOTE**

**Re: Appropriating Funds for Participation in East Wisconsin Counties Railroad Consortium - 2015**

This resolution, if adopted, will approve payment of \$25,000 to the Railroad Consortium.

### **Funding:**

Funding has been included in the 2015 Non-Departmental budget.

  
\_\_\_\_\_  
Mary Wegmann, Interim Finance Director  
March 11, 2015

SHEBOYGAN COUNTY RESOLUTION NO. 34 (2014/15)

Re: **Petitioning the Secretary of Transportation for Airport Improvement Aid**

**WHEREAS**, Sheboygan County, Wisconsin, also hereinafter referred to as "Sponsor," being a municipal body corporate of the State of Wisconsin, is authorized pursuant to Wis. Stat. § 114.11 to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

**WHEREAS**, Sponsor desires to develop or improve its Sheboygan County Memorial Airport, Sheboygan County, Wisconsin,

**WHEREAS**, Airport users have been consulted in formulation of the proposed improvements identified in this Resolution, and

**WHEREAS**, a public hearing was held on February 9, 2015, in accordance with Wis. Stat. § 114.33(2), and

**WHEREAS**, Sheboygan County is required by Wis. Stat. § 114.32(5) to designate the Secretary as its agent to accept, receive, receipt for, and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act and is authorized by law to designate the Secretary as its agent for other purposes;

**"Petition"**

**NOW, THEREFORE, BE IT RESOLVED** that the Sheboygan County Board of Supervisions, as Sponsor, petitions for Federal and/or State aid as follows:

Sheboygan County, desiring to sponsor an Airport Development Project with Federal and State aid, or State aid only, in accordance with the applicable State and Federal laws respectfully represents and states:

1. That the Airport, which it is desired to develop, should generally conform to the requirements for a general aviation-type airport as defined by the Federal Aviation Administration;
2. The character, extent, and kind of improvements desired under the project are as follows, for Sheboygan PGA event: facilities to support temporary mobile Air Traffic Control service; temporary Airport Rescue and Fire Fighting (ARFF) service; airside and landside guidance signage and markings; and any necessary related work; and
3. The Airport project which Sheboygan County desires to sponsor is necessary to meet the existing and future needs of the Airport.

**BE IT FURTHER RESOLVED** that the County Board recognizes that the improvements petitioned for will be funded individually or collectively as funds are available with specific project costs to be approved as work is authorized; the proportionate cost of the Airport Development Projects described above shall be paid by the Sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the Project; any unneeded and unspent balance after the Project is completed shall be returned to the Sponsor by the Secretary; the Sponsor will make available any additional monies that may be found necessary upon request of the Secretary to complete the Project as described above; the Secretary shall have the right to suspend or discontinue the Project at any time additional monies are found to be necessary by the Secretary and the Sponsor does not provide the same; and in the event the sponsor unilaterally terminates the Project, all reasonable federal and state expenditures related to the Project shall be paid by the Sponsor.

55 **"Designation of Secretary Of Transportation as Sponsor's Agent"**

56  
57 **THEREFORE BE IT FURTHER RESOLVED** that the Secretary is hereby designated as  
58 Sheboygan County's agent and is requested to agree to act as such in matters relating to the Airport  
59 Development Project described above and is hereby authorized as its agent to make all arrangements for  
60 the development and final acceptance of the completed project whether by contract, agreement, force  
61 account, or otherwise; and particularly to accept, receive, receipt for and disburse federal monies or other  
62 monies, either public or private, for the acquisition, construction, improvement, maintenance, and  
63 operation of the Airport; and to acquire property or interests in property by purchase, gift, lease, or  
64 eminent domain under Chapter 32 of the Wisconsin Statutes; and to supervise the work of any engineer,  
65 appraiser, negotiator, contractor, or other person employed by the Secretary; and to execute any  
66 assurance or other documents required or requested by any agency of the federal government and to  
67 comply with all federal and state laws, rules, and regulations relating to Airport Development Projects.  
68

69 **BE IT FURTHER RESOLVED** that Sheboygan County requests that the Secretary provide  
70 pursuant to Wis. Stat. § 114.33(8)(a) that Sheboygan County may acquire certain parts of the required  
71 land or interests in land that the Secretary shall find necessary to complete the aforesaid project.  
72

73 **"Airport Owner Assurances"**

74  
75 **BE IT FURTHER RESOLVED** that Sheboygan County agrees to maintain and operate the airport  
76 in accordance with certain conditions established in Chapter Trans 55, Wisconsin Administrative Code, or  
77 in accordance with Sponsor assurances enumerated in a Federal Grant Agreement.  
78

79 **BE IT FURTHER RESOLVED** that the County Administrator and County Clerk be authorized and  
80 directed to sign and execute the Agency Agreement and Federal Block Grant Owner Assurances  
81 authorized by this Resolution.  
82

83 **BE IT FURTHER RESOLVED** that the Airport Superintendent is authorized and directed to  
84 forward copies of this petitioning resolution for the Secretary of Transportation and such other agency  
85 officials as may be necessary together with such necessary supporting documents including a transcript  
86 of the public hearing referred to herein.  
87

88 Respectfully submitted this 17th day of March, 2015.  
89

90 **TRANSPORTATION COMMITTEE**

91  
92  
93  
94 \_\_\_\_\_  
95 Richard C. Bemis, Chairperson

96 \_\_\_\_\_  
97 Mark S. Winkel, Vice-Chairperson

98 \_\_\_\_\_  
99 Charles W. Conrardy, Secretary

100 \_\_\_\_\_  
101 James P. Glavan

102 \_\_\_\_\_  
103 Jacob Van Dixhorn

104  
105 Opposed to Introduction:  
106 \_\_\_\_\_  
107 \_\_\_\_\_

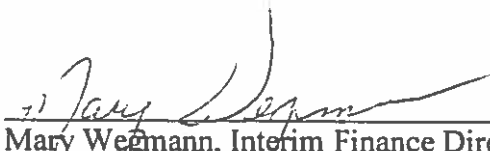
**FISCAL NOTE**  
**March 2015**

**Resolution No. 32 (2014/15) RE: Adopting Updated Sheboygan County Pedestrian and Bicycle Comprehensive Plan**

**Resolution No. 34 (2014/15) RE: Petitioning the Secretary of Transportation for Airport Improvement Aid**

**Funding:**

No additional funding is required.

  
\_\_\_\_\_  
Mary Wegmann, Interim Finance Director  
March 11, 2015