

NOTICE OF MEETING

SHEBOYGAN COUNTY BOARD OF SUPERVISORS

Sheboygan County Courthouse
615 North 6th Street, 5th Floor
Sheboygan WI

TUESDAY, August 18, 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 JULY 21, 2015 JOURNAL

CONSIDERATION OF APPOINTMENT BY CHAIRPERSON

County Board

Henry Nelson, 1926 Settlement Trail, Sheboygan

(To Fill the Vacancy Created by the Resignation of Kris Wheeler, District #6)

CONSIDERATION OF APPOINTMENTS BY COUNTY ADMINISTRATOR

ADRC Governing Committee – (Re-appointments)

Terese Gessler, 1925 North 12th Street, Sheboygan

John Van Der Male, 1803 Arrowhead Court, Sheboygan

Mary Nowacki, 1513 North 4th Street, Sheboygan

Communications Council

Christopher Lewinski, 615 North 6th Street, Sheboygan

(Representing – County Information Technology Department)

PRESENTATIONS

Bryan Grunewald, Schenck SC – 2014 Financial Statements

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.

POSTED
08.14.15
3:15 PM

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. 05 (2015/16) Re: Authorizing Intergovernmental Cooperative Agreement to Build and Operate a "Ring of Fiber" System
Committee Recommendation: Adopt
Signed in Opposition: None

CONSIDERATION OF COMMITTEE REPORTS - FINANCE COMMITTEE

Resolution No. 06 (2015/16) Re: Authorizing Purchase of Vacant Land for Highway Shed Consolidation
Committee Recommendation: Adopt
Signed in Opposition: None

CONSIDERATION OF COMMITTEE REPORTS – HEALTH & HUMAN SERVICES COMMITTEE

Ordinance No. 04 (2015/16) Re: Amending Peace and Good Order Ordinance
Committee Recommendation: Enact
Signed in Opposition: None

CONSIDERATION OF COMMITTEE REPORTS – LAW COMMITTEE

Ordinance No. 06 (2015/16) Re: Establishing Speed Zone on County Road "FF" (Town of Rhine) and County Road "D" (Town of Sherman)
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. 07 (2015/16) Re: 2016 Five-Year Capital Plan

Resolution No. 08 (2015/16) Re: Reauthorization of Self-insurance Status for Worker's Compensation

Resolution No. 09 (2015/16) Re: Entering into Water Main Conveyance Agreement with City of Sheboygan and Sheboygan Water Utility

ORDINANCES INTRODUCED

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

Ordinance No. 07 (2015/16) Re: Changing Composition of Eastern Shores Library System Board

ADJOURNMENT

Respectfully submitted this 14th day of August, 2015.



JON DOLSON, COUNTY CLERK

NOTES:

Reminder: Expense sheets for the period ending August 15, 2015 are due in the County Clerk's Office no later than Tuesday, August 18, 2015.

The Legislative Breakfast will be held on September 14, 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.

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

July 21, 2015

Pursuant to Wis. Stat. § 59.11, the July 21, 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 July 16, 2015 at 10:30 a.m. in compliance with the open meeting law. The meeting opened with the Pledge of Allegiance by all present.

The roll call was taken and recorded with 22 Supervisors present; Absent: 2, Supervisors Hoffmann, and Ziegelbauer; Vacant: 1, District #6.

Supervisor Winkel moved for approval of the June 16, 2015 Journal, which was distributed to all supervisors prior to the meeting. The motion was seconded by Supervisor Glavan and carried on unanimous roll call vote of the board.

APPOINTMENTS

The Chairperson announced that the next order of business was the consideration of the following appointments by the County Administrator:

Airport Advisory Committee

Brandon Molina, 1609 Maplewood Drive, Little Chute
(Representing-Lakeshore Technical College)

Local Emergency Planning Committee

Gregory Bierman, 1026 Logan Avenue, Sheboygan
(Environmental Representative)

Sheboygan County Recreational Facilities Management Advisory Committee (Re-appointments)

David Smith, 724 Mayflower Avenue, Sheboygan

David Derus, 3714 South 10th Street, Sheboygan
(Appointment)

Mike Heidt, N6583 Meadowbrook Lane, Sheboygan

Supervisor Uraynar noted that Brandon Molina represents Lakeland College, not Lakeshore Technical College as noted.

Supervisor Winkel moved to concur with the appointments from the County Administrator. The motion was seconded by Supervisor Uraynar and carried on unanimous roll call vote of the board.

PRESENTATIONS

Sheriff Todd Priebe – Combined Dispatch Update.

PUBLIC ADDRESS

Jay Hoogstra, N6133 Resource Drive, Sheboygan Falls – Sheboygan County Airport.

LETTERS AND COMMUNICATIONS

The Clerk, Jon Dolson, presented a resolution from the Oconto County Board of Supervisors supporting increased funding in the 2015-17 state budget bill for battling communicable disease. By Chairperson received for information.

The Clerk presented resolutions from the Door and St. Croix County Boards of Supervisors supporting the removal of significant regulatory changes to county shoreland zoning from the 2015-17 state budget bill. By Chairperson received for information.

The Clerk presented a letter of resignation from County Supervisor Wheeler effective July 14, 2015. By Chairperson received for information.

COUNTY ADMINISTRATOR'S REPORT

County Administrator Adam Payne thanked Sheriff Priebe, Inspector Risseuw, Sergeant DeBlaey and their team for the work on the Combined Dispatch and Emergency Radio System project. Mr. Payne also thanked and acknowledged the City of Sheboygan for its collaboration and teamwork during the transition. Mr. Payne discussed the opportunity to purchase property in order to consolidate two Highway Sheds, and ultimately the main Headquarters, and thanked Transportation Director Schnell and the Transportation Committee for their leadership and support. Mr. Payne also highlighted a couple of newspaper articles about the Highway Department and recent acquisition of Amsterdam Dunes, and thanked Plymouth Review Editor Emmitt Feldner for his well-written articles and coverage. Finally, Mr. Payne provided a brief overview of the annual budget development process that has begun.

COMMITTEE REPORTS

The Clerk read the report of the Executive Committee regarding Ordinance No. 05 (2015/16) **Redesignation of Navigable Waterways in Shoreland-Floodplain Ordinance** recommending enactment.

Supervisor Baumgart moved to enact the ordinance. The motion was seconded by Supervisor Goehring and carried on roll call vote of the board of Ayes: 18; Noes: 4, Supervisors Bemis, Marthenze, Weggeman, and Winkel; Absent: 2, Supervisors Hoffman, and Ziegelbauer; Vacant: 1, District #6.

The Clerk read the report of the Health & Human Services Committee regarding Ordinance No. 04 (2015/16) **Amending Peace and Good Order Ordinance** recommending additional time be granted until the August 18, 2015 County Board meeting to consider the matter.

Per Rule 13 of the Board rules, the Chair has authorized one additional month to consider the matter until the August 18, 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. 05 (2015/16) Re: Authorizing Intergovernmental Cooperative Agreement to Build and Operate a "Ring of Fiber" System referred to the Executive Committee.

Resolution No. 06 (2015/16) Re: Authorizing Purchase of Vacant Land for Highway Shed Consolidation referred to the Finance Committee.

Ordinance No. 06 (2015/16) Re: Establishing Speed Zone on County Road "FF" (Town of Rhine) and County Road "D" (Town of Sherman) referred to the Law Committee.

ADJOURNMENT

Supervisor Bemis moved to adjourn to 6:00 p.m. on Tuesday, August 18, 2015. Supervisor Winkel seconded the motion which carried on unanimous roll call vote of the board. The meeting was adjourned at 6:34 p.m.



SHEBOYGAN COUNTY


Roger L. Te Stroete
County Board Chairman

TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

I, Roger L. Te Stroete, Chairman of the Sheboygan County Board of Supervisors, submit for your confirmation the following appointment for County Board Supervisor of the 6th Supervisory District to serve the remainder of the 2-year term expiring April 18, 2016 as the result of the resignation of Kris Wheeler.

Henry Nelson, 1926 Settlement Trail, Sheboygan, WI 53081

Respectfully submitted this 18th day of August, 2015.


Roger L. Te Stroete, Chairman of the Board

County Board Chairman Roger Te Stroete
Sheboygan Board Administration Building
508 New York Avenue – Room 311
Sheboygan, WI 53081



July 23, 2015

Dear Chairman Te Stroete,

It has come to my attention that Supervisor Kris Wheeler of District 6 has tendered her resignation. She has served as an excellent Supervisor to my district and will be sorely missed by her constituents as well as the County Board. As you might recall, she succeeded me as District 6 Supervisor when I moved from the district. However, due to the redistricting of 2010, my residence has been placed into District 6. I had considered challenging her after the redistricting but she was an excellent supervisor and a friend.

Since my leaving the County Board, I have continued to be involved in public service. At present, I am the vice-president of the Board of Trustees of Mead Public Library and the Reference Library Representative on the Board of Directors of the Eastern Shores Library System. In addition, I serve on the City of Sheboygan Historic Preservation/Housing Rehabilitation Committee. However, my first love has always been the County Board.

Therefore, I respectfully request to be considered for appointment to succeed Kris Wheeler as County Board Supervisor for District 6. I understand that to fully perform as a supervisor requires dedication of time and talents. If I were to be appointed, I would re-evaluate my existing public service involvement so as not to sacrifice any of that dedication.

Sincerely,

Henry M. Nelson
1926 Settlement Trail
Sheboygan, WI 53081

1-920-457-6766
hjnelson@charter.net



SHEBOYGAN COUNTY

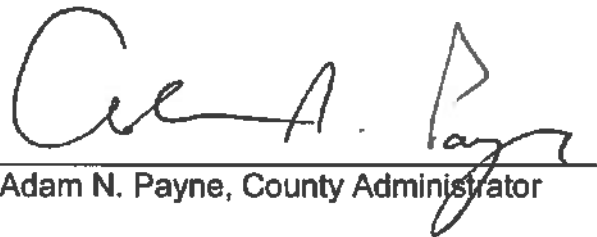
Adam N. Payne
County Administrator

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 ADRC Governing Committee for a 3-year term expiring July, 2018:

Terese Gessler, 1925 North 12th Street, Sheboygan, WI 53081
John Van Der Male, 1803 Arrowhead Court, Sheboygan, WI 53083
Mary Nowacki, 1513 North 4th Street, Sheboygan, WI 53081

Respectfully submitted this 18th day of August, 2015.


Adam N. Payne, County Administrator



SHEBOYGAN COUNTY

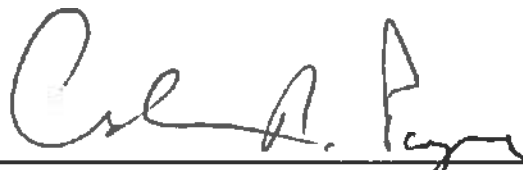
Adam N. Payne
County Administrator

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 Communications Council for the remainder of a two-year term expiring May, 2017:

Christopher Lewinski, 615 North 6th Street, Sheboygan, WI 53081
(Representing - County Information Technology Department)

Respectfully submitted this 18th day of August, 2015.



Adam N. Payne, County Administrator

CHRIS LEWINSKI

DIRECTOR OF INFORMATION TECHNOLOGY, SHEBOYGAN CO.

615 North 6th Street, Sheboygan, WI 53081 • 920.459.0335 • chris.lewinski@sheboygancounty.com

PRIOR WORK EXPERIENCE

Lakeshore Technical College, Cleveland, WI Information Technology Director

2012 to 2015

- Provide leadership and project management oversight to all technology initiatives at a technical college with 5,000 students and 400 faculty and staff distributed over 3 campuses.
- Work closely with college President, Vice Presidents and CFO to ensure IT initiatives are directly aligned with the College's Strategic Plan.
- Manage an IT departmental staff of 15 employees.
- Manage IT annual operational budget of \$1.8 MM.
- Led a \$0.5MM multi-year, multi-campus network/infrastructure upgrade in preparation for Voice over Internet Protocol (VoIP) deployment while exceeding SLA of 99.5% up time.
- Reduced annual maintenance and support budget by 30% through strategic partnerships and effective risk management.
- Developed 5 Year IT Strategic Plan and comprehensive Disaster Recovery (DR) Plan.
- Developed and implemented IT security and computer usage policies for staff and students.
- Directed implementation of Web Content Management System (CMS) on 1000+ page website that significantly increased stakeholder satisfaction with web update process.

Lakeshore Technical College, Cleveland, WI Web Developer

2007 to 2012

- Developed and deployed all college website applications and enhancements as member of college marketing department.
- Provided project management oversight and performed all coding on two web redesign projects on 1,000+ page website.
- Ensured accessibility of website was compliant with Section 508 of the Rehabilitation Act through the use of coding best practices.
- Configured and administered production Apache web servers, resulting in 99.999% up time of website over a 5 year period.

MILITARY SERVICE

Active Duty, United States Coast Guard

1994 to 1998

EDUCATION

M.B.A., University of Wisconsin-Whitewater

August 2015

B.S., Environmental Science, University of Wisconsin-Green Bay

June 1993

A.A.S., Web & Software Development, Lakeshore Technical College

May 2007

COMMITTEE REPORT TO THE COUNTY BOARD

WE, THE EXECUTIVE COMMITTEE

TO WHOM WAS REFERRED RESOLUTION NO: 05

RE: **Authorizing Intergovernmental Cooperative Agreement to Build and Operate
a "Ring of Fiber" System**

HAVE CONSIDERED THE SAME AND RECOMMEND:

☒

ADDITIONAL TIME BE GRANTED TO CONSIDER THE MATTER

THE RESOLUTION BE ADOPTED

☐

FILING WITH THE CLERK

☐

AMENDING THE RESOLUTION AS FOLLOWS:

RESPECTFULLY SUBMITTED THIS 18th DAY OF August 2015

EXECUTIVE COMMITTEE

OPPOSED TO THE REPORT:

ROGER L. TE STROETE

THOMAS WEGNER

WILLIAM C. GOEHRING

GEORGE MARTHENZE

EDWARD J. PROCEK

CONCURRING IN THE REPORT:



ROGER L. TE STROETE



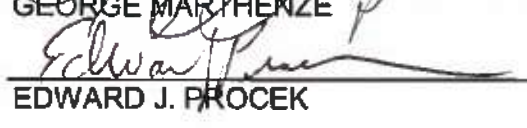
THOMAS WEGNER



WILLIAM C. GOEHRING



GEORGE MARTHENZE



EDWARD J. PROCEK

SHEBOYGAN COUNTY RESOLUTION NO. 05 (2015/16)

Re: **Authorizing Intergovernmental Cooperative Agreement to Build and Operate a "Ring of Fiber" System**

WHEREAS, the Sheboygan County Finance and Information Technology Department has been working with its departmental counterparts in the City of Sheboygan (City) and the Sheboygan Area School District (District) to establish a protocol under which the parties would construct, operate, and maintain a coordinated regional communications infrastructure in the form of a fiber optic cable backbone ("Ring of Fiber") in order to increase efficiencies and to enhance services for the respective parties, and

WHEREAS, the protocol has been reduced to an Intergovernmental Cooperative Agreement to implement the protocol, together with a certain Request for Bid Documents released on behalf of the parties on April 3, 2015, copies of which documents are on file with the County Clerk, and

WHEREAS, the Finance Committee believes that it is in the best interests of Sheboygan County to enter such Agreement with City and District and to award a construction contract consistent with the Request to Bid Document;

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized and directed to sign on behalf of Sheboygan County the proposed Intergovernmental Cooperative Agreement with City and District and to take such actions as may be necessary to implement the terms of the Agreement, to award the contract, and to build and operate the Ring of Fiber;

Respectfully submitted this 21st day of July, 2015.

FINANCE COMMITTEE



Gregory Weggeman, Chairperson



Thomas Wegner, Secretary



George Martherize, Vice-Chairperson



Al Bosman



William C. Goehring

Opposed to Introduction:

FIBER OPTIC NETWORK INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. **PARTIES.** The parties to this Agreement are the **CITY OF SHEBOYGAN** (City), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; **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; and the **SHEBOYGAN AREA SCHOOL DISTRICT** (District), a Wisconsin school district organized under Wis. Stat. § 117.105, having its principal offices at 830 Virginia Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** City, County, and District have heretofore purchased and maintained independent cable network systems to support their respective operations. This Agreement is intended to establish a protocol under which the parties will construct, operate, and maintain a coordinated regional communications infrastructure in the form of the Network as defined below.

3. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing intergovernmental cooperation.

4. **DEFINITIONS.** The following terms shall have the following meanings:

"Cables" means the fiber optic cables running through the Laterals.

"City Laterals" means the eight (8) Laterals other than the Lateral connecting with the Fire Department 5 site to be owned by the City and identified in Paragraph 2.03 of the RFB.

"City/District Lateral" means the Lateral connecting to the Jackson Elementary site identified with the District and to the Fire Station 5 site identified with the City in Paragraph 2.03 of the RFB.

"Construction Contract" means the contract as awarded by the County pursuant to the RFB.

"Contractor" means the general contractor hired to perform the Construction Contract.

"County Laterals" means the eight (8) Laterals to be owned by the County and identified in Paragraph 2.03 of the RFB.

"District Laterals" means the twenty-one Laterals other than the Lateral connecting with the Jackson Elementary site to be owned by the District and identified in Paragraph 2.03 of the RFB.

"Lateral" means a single one of the Laterals.

"Laterals" means the casing and Cables running from the Ring to facilities owned by the parties individually, as well as the casing and Cables owned or serving both the City and the District as described in Section 6.B.5 below.

"Maintenance Contract" means the contract or the individual contracts for the maintenance of the Network as described in Section 8 below.

"Maintenance Provider" means the contractor that provides the maintenance of the Network pursuant to the Maintenance Contract."

"Network" means the Ring, the Ring Cables and the Laterals and all associated equipment as an integrated system as well as the right to maintain the same on the real estate in and over which the Ring and Laterals run.

"Project" means the construction of the Ring and the Laterals as described in the RFB.

"RFB" means the Request for Bid document prepared by Multimedia Communications & Engineering, Inc. and released by the County on April 3, 2015, which is incorporated into this Agreement by this reference

"Ring" means the casing through which all of the parties' Cables run and those Cables, which are identifiable as separately owned through color coding and to which the Laterals connect.

"Ring Cables" means those Cables running through the Ring and all related equipment within the Ring.

"Shared Laterals" means the four Laterals to be owned jointly by the parties and identified in Paragraph 2.03 of the RFB.

5. EFFECTIVE DATE; TERM; TERMINATION.

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

B. Term. This Agreement shall remain in full force and effect until the earlier of August 1, 2065 or such time as the parties all agree to terminate it. This Agreement may be terminated as to an individual party upon an Event of Default as set forth in Section 16 below.

C. Withdrawal for Cause. A party may withdraw from this Agreement only in the event of an Event of Default by another of the parties, provided, however, that if the withdrawing party under this Section 1C is the County, the non-defaulting other party shall retain the easement rights for the use and access to the Ring sufficient for the non-defaulting other party to enjoy the rights contemplated by this Agreement.

6. THE CONSTRUCTION CONTRACT.

A. Award and Execution of Construction Contract. County shall review the bids received for the Project and shall share all qualifying bids with City

and District within 3 days of County's bid openings to receive comment and input from City and District. To the extent the bids contemplate alternate options or have generated alternate options, a majority of the parties shall determine which option will be accepted. With respect to the signing issues addressed in the alternate options, the parties shall use the three-inch (3") option. After the parties have determined which option is to be accepted, County shall award the bids to the lowest responsible bidder. The Construction Contract shall be on terms acceptable to all the parties and, at a minimum shall:

1. name the County as the municipal contracting party, but recognize the third party benefit of the Construction Contract to the City and District;
2. require the Contractor and all relevant subcontractors to work directly with the City and District separately and individually as to the City Laterals, the District Laterals and the City/District Laterals;
3. be on a fixed price or guaranteed maximum price basis;
4. require the Contractor to maintain separate records regarding the costs of the construction of the Ring, Ring Cables, and Shared Laterals, and the parties' separate Laterals.
5. require that the Contractor and every subcontractor that provides labor or materials to the Project shall provide the County a certificate of insurance demonstrating each the Contractor and each such subcontractor has provided liability and casualty insurance in such amounts as the County deems prudent, each policy naming the County, the City and the District as additional insureds and providing a notice period of at least 30 days to all named insureds before any such policy may be cancelled; and
6. include procedures for construction, payment and dispute resolution consistent with the terms of this Agreement.

County shall execute the Construction Contract and shall promptly provide copies of the same to the City and the District.

B. Administration of Construction Contract.

1. **The Ring, Ring Cables, Shared Laterals, and Certain Network Matters.** Except as otherwise set forth below, County shall

administer the Construction Contract, including the Shared Laterals, on its own behalf and on behalf of the other parties, and shall supervise and communicate with the Contractor, ensuring that construction meets prevailing telecommunications industry standards, controlling the construction sites, making routine decisions regarding day-to-day project issues, accounting for all payments made and received, processing all draw requests for the Project, including draw requests for all Lateral construction sites, and performing all other obligations of the owner under the Construction Contract. County shall coordinate with the City and the District regarding the timing and progress of the construction of the City and District Laterals. On behalf of the parties, County shall purchase the materials identified in Paragraph 7.01 of the RFB. Except with respect to certain Lateral construction costs affecting only the County, County may agree to any necessary change orders, including changing the cost of construction, provided change orders for which County has not obtained consent of a majority of the parties does not exceed in the aggregate \$20,000. Any change orders in excess of \$20,000 not previously approved by all the parties, may only be approved by a majority of the parties, unless the change requested is necessary to address an emergency situation, in which the County is unable to obtain permission in time to mitigate the potential for damage to persons or property.

The County shall promptly submit to the City and the District copies of all draw requests from the Contractor along with a detailed accounting of all costs to be reimbursed by such draw and all charges and payments made to the date of such draw, along with, if available, copies of lien waivers from the Contractor and all subcontractors and material suppliers for the Project. The City and the District shall have a period of ten days from receipt of the foregoing documents to advise the County of any dispute they may have with the draw request. In case of a dispute, each party shall remit the undisputed amount to the County for payment to the Contractor and the disputed amount shall be subject to the dispute resolution procedures set forth in the Construction Contract. The County and the disputing party shall cooperate with each other in the process of dispute resolution as provided for in the Construction Contract. To the extent the terms of the dispute resolution provisions of the Construction Contract require the losing party to pay the costs and fees of the prevailing party, the party or parties that disputed the draw request shall pay such costs and fees. If more than one party

is an unsuccessful party in any such proceeding, those parties shall share liability for paying such costs and fees as determined by majority vote of the parties.

2. Administration of Construction of County Laterals and the Shared Laterals. County shall administer on its own behalf the construction of the County Laterals as well as the Shared Laterals and the associated construction quantities identified in Paragraph 6.03 of the RFB. County shall supervise and communicate with the Contractor as to the County Laterals and the Shared Laterals, ensuring the construction meets prevailing telecommunications industry standards, controlling the construction sites, making routine decisions regarding day-to-day Project issues as they pertain to the County Laterals and the Shared Laterals. County shall ensure that its administration of construction of the County Laterals and the Shared Laterals is coordinated with and does not unduly delay construction of the Network, including the other parties' Laterals. County may agree, without the prior approval of the other parties, to any necessary change orders with respect to the County Laterals that do not increase the cost of construction any other part of the Network, but County shall not agree to an increase in the price of the construction of the Shared Laterals or to any material modification thereof without the prior written consent of a majority of the parties. Any change order that would increase the costs of construction of any other part of the Network shall be subject to the provisions of Section B.1. above.

3. Administration of Construction of City Laterals. City shall administer on its own behalf the construction of the City Laterals and the associated construction quantities identified in Paragraph 6.05 of the RFB. City shall supervise and communicate with the Contractor as to the City Laterals, ensuring the construction meets prevailing telecommunications industry standards, controlling the construction sites, making routine decisions regarding day-to-day Project issues as they pertain to the City Laterals. City shall ensure that its administration of construction of the City Laterals is coordinated with and does not unduly delay construction of the Network, including the other parties' Laterals. City may agree, without the prior approval of the other parties, to any necessary change orders with respect to the City Laterals that do not increase the cost of construction any other part of the Network. Any change order that would increase the costs of

construction of any other part of the Network shall be subject to the provisions of Section B.1. above.

4. Administration of Construction of District Laterals.

District shall administer on its own behalf the construction of the District Laterals and the associated construction quantities identified in Paragraph 6.04 of the RFB. District shall supervise and communicate with the Contractor, ensuring the construction meets prevailing telecommunications industry standards, controlling the construction sites, making routine decisions regarding day-to-day Project issues as they pertain to the District Laterals. District shall ensure that its administration of construction of the District Laterals is coordinated with and does not unduly delay construction of the Network, including the other parties' Laterals. Without the prior approval of the other parties, District may agree to any necessary change orders with respect to the District Laterals that do not increase the cost of construction any other part of the Network. Any change order that would increase the costs of construction of any other part of the Network shall be subject to the provisions of Section B.1. above.

5. Administration of the City/District Laterals.

City and District shall jointly administer on their own behalves the construction of the City/District Laterals, provided, they shall appoint one person to serve to supervise and communicate with the Contractor. Administration of the City/District Laterals shall be subject to the same provisions of Section 6.B.3 and 4 above and Section 9.B below.

6. Designated Representatives.

Each party shall designate and provide authority to an individual to act as representative on its behalf with respect to the other parties and the Contractor to fulfill the obligations of this Agreement. Each representative shall be available at all reasonable times to meet or confer with the other representatives as may be necessary.

7. Construction Costs.

The parties will share equally all costs incurred in the construction of the Ring, Ring Cables, and Shared Laterals. Each party shall be responsible for construction costs associated with construction of its Laterals, except that with respect to the City/District Laterals, the District shall be responsible for 75% of the costs and the City shall be responsible for 25% of the costs. Subject to the provisions of Section B.1. above, County shall pay the Contractor within the timetable provided in the Construction Contract and shall promptly notify the other parties of such

payment. Within ten (10) days of County's proof of payment and demand for reimbursement, City and District shall reimburse County for their prorata share of the Ring, Ring Cable, and Shared Cable construction costs and all costs associated with the construction of their respective Laterals.

7. ROAD, EXCAVATION AND OBSTRUCTION PERMITS AND APPROVALS.

The parties will cooperate with the Contractor and each other to provide any necessary excavation and obstruction permits or other approvals for work to be performed on or under any of their respective roads and other property. The Contractor shall provide all required insurance and bonds, and shall abide by all required permit and technical standards, but the parties shall not impose any fees that would otherwise be required to obtain and maintain such permits or other approvals. Any permanent portion of the Network that is constructed on or under streets, roads, or other property owned by a party are there with the knowledge, consent, and license of the that party. For portions of work that lie within the various State Highways, County will provide all necessary Wisconsin Department of Transportation permits and approvals at County's expense, but the Contractor shall adhere to all required insurance and bonds and shall adhere to all required permit and technical standards.

8. MAINTENANCE SERVICES. After the Project is completed, County shall be deemed the "lead agency" responsible for the day-to-day administration of the Ring, the Ring Cables and its own Laterals, provided, however, if a Maintenance Contract of the Ring, Ring Cables and all the Laterals would cost less than separate Maintenance Contracts for the separate parties' Laterals, County shall enter into a Maintenance Contract for the Ring, the Ring Cables and all Laterals. County may assess to each of the City and the District an administrative fee equal to one-tenth of the savings realized because all the maintenance services are being provided under a single Maintenance Contract through County. If no cost savings can be realized through a single Maintenance Contract with the County, each of the parties shall enter into a separate Maintenance Contract with the Maintenance Provider. The parties shall abide by their standard procedures regarding contracts for the procurement of services in soliciting and entering into a Maintenance Contract, but, in any case, there shall be only one Maintenance Provider for the Network. The designated representatives of the parties shall meet and confer on day-to-day administrative issues on an as-needed basis upon the call of any other representatives. County may exercise its discretion in making day-to-day decisions regarding maintenance of the Ring, Ring Cables, and Shared Laterals unless such decisions are objected to by both other parties. County shall take affirmative efforts to inform the other parties of the actions it intends to take on administrative issues in order to allow the other parties a meaningful opportunity to object. Any Maintenance Contract

covering the Ring, Ring Cables and all the Laterals shall contain a provision requiring separate accounting for maintenance of the Ring and the parties' separate Laterals.

9. ONGOING OPERATIONAL AND MAINTENANCE COSTS.

A. Ring, Ring Cable, and Shared Lateral Costs. The ongoing operational servicing and maintenance costs with respect to the Ring, Ring Cables, and Shared Laterals shall be borne equally by the parties. As part of its obligations as "lead agency" for the Ring, Ring Cables, and Shared Laterals, County may commit to up to Five Hundred Dollars (\$500.00) of charges and costs without the approval of the other parties.

B. Lateral Costs. Each party shall be responsible for maintenance costs attributable to its Laterals, except the District shall pay 75% the costs of maintaining the City/District Laterals and the City shall pay 25% of those costs.

C. License and Subscription Fees. If the parties incur periodic subscription, utility or license fees attributable to the Ring, such fees shall be borne equally by the parties. To the extent that the fees can be isolated to the individual party's use or are attributable to the individual party's Laterals, those fees shall be borne by that individual party.

D. Capital Expenses. Any expenses in excess of Five Hundred Dollars (\$500.00) for the Ring or Ring Cables must be approved by two-thirds (2/3) of the parties.

10. ADDITIONAL LATERALS TO PARTIES. At its own cost and expense and without consent of the other parties, any party may add Lateral Cables as long as doing so does not adversely affect the costs of operation to any other party or the capacity or performance of the Network to the detriment of the other parties.

11. EXPANSION OF RING BY PARTIES. No addition of Ring Cables to increase or enhance the capacity or performance of the Network may be undertaken unless two-thirds (2/3) of the parties approve of such expansion. Any expenses of expansion will be borne equally by all parties regardless of whether the party approved of the expansion.

12. PROVISION OF SERVICES TO THIRD PARTIES. The Ring and any services it provides may be offered to third parties on such terms and conditions as all parties unanimously may agree and as may be allowed by law.

13. ADDITION OF NEW PARTIES. Any proposed new parties shall execute a joinder agreement in form acceptable to the existing parties, by which the new parties will agree to become parties under this Agreement and be bound by all of its terms.

14. SECURITY. Each party shall be responsible to assure appropriate security protocols are developed and followed to protect the Network from unauthorized access, data

backup to protect from catastrophic loss, etc. The parties shall be responsible for strict compliance with all such protocols.

15. TITLE TO PROPERTY. Legal title to the Ring and the property through which the Ring traverses shall be in the name of County or third parties who have granted easement or similar rights to the County, which easements shall name the City and District as beneficiaries of the easement rights and shall survive termination; provided, County hereby grants to each of City and District separate, non-exclusive licenses to use the Ring for the purposes set forth in the RFB and as may develop in the future for as long as each of them desires to use the Network. The parties shall each own their Ring Cables and their Laterals. If this Agreement is terminated, any property rights related to hardware or other tangible or intangible assets acquired under this Agreement and any ongoing maintenance shall accrue to the party that paid for it.

16. DEFAULT AND REMEDIES. A party shall be in default if it fails to perform any of its obligations under this Agreement, and such failure continues for a period of ninety (90) days after notice from the other party. In such case, the other parties may declare this Agreement to be terminated immediately as to the defaulting party, sue for damages, or pursue any other remedy at law or in equity, all remedies being cumulative, subject, however, to the same damage limitations set forth in Section 17 below. No declaration of default shall be effective unless it is issued or signed by both of the non-defaulting parties. The foregoing notwithstanding, a three day cure period shall be afforded for any default for a failure to maintain required insurance under paragraph 21 below.

17. INDEMNIFICATION. Each party shall protect, indemnify, and hold harmless the other parties and their respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the indemnifying party's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the indemnifying party's performance or nonperformance of this Agreement, subject, however that under no circumstances, shall the indemnifying party be liable: (a) to extent of the negligent or intentional acts or breach of contract of the other parties; or (b) for any incidental, consequential, indirect, exemplary or punitive damages or any damages for which any party would not be liable for by reason of the immunity and damage limitations set forth in s.893.80, 895.52, and 345.05 of the Wisconsin Statutes.

18. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. In case of a dispute between or among parties, each party shall continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work.

The laws of the State of Wisconsin shall govern this Agreement. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County.

19. LIABILITY FOR CERTAIN DAMAGES. No party shall be liable to the others for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. No party shall be liable to the other for any failure to perform its obligations where such failure results from any cause beyond that party's reasonable control, including, by way of illustration but no limitation, mechanical, electronic, or communications failure or degradation including line noise interference. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

20. INSURANCE. County shall maintain all applicable property and liability insurance on the Ring and as the parties may agree by majority vote. The other parties shall each reimburse County for one-third (1/3) of the premium expenses attributable to the placement of coverage on the Ring. Each party shall be individually responsible for obtaining insurance on its Ring Cables and its own Laterals. Each party shall name the other parties as additional insureds on its liability and casualty policies of insurance as to liability and casualty in regard to the Ring.

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

22. NOTICES. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

FOR THE COUNTY:

Attn: County Administrator
508 New York Avenue
Sheboygan, WI 53081

FOR THE CITY:

Attn: Mayor
828 Center Avenue, Suite 204
Sheboygan, WI 53081

FOR THE DISTRICT:

Sheboygan Area School District
Attention: Superintendent
830 Virginia Avenue
Sheboygan, WI 53081

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery. The foregoing addresses shall be presumed to be valid until notice of a different address for notice is given according to the provisions of his paragraph.

23. ASSIGNMENT. No party may assign any of their rights or obligations under this Agreement in whole or part without the prior written consent of the other parties, which may be withheld in any party's sole discretion.

24. INTERPRETATION. This Agreement shall not be subject to the rule of interpretation construing ambiguities against the drafter, this Agreement being the product of the negotiation and drafting by attorneys for all the parties.

25. HEADINGS. Headings in this Agreement are for reference only and are not to be considered substantial provisions.

26. AUTHORIZATION. Each person signing this Agreement represents and warrants to the other party that he/she has been duly authorized by all necessary action to execute and deliver this Agreement and bind the party for which they purport to sign to the terms of this Agreement.

27. COUNTERPARTS AND SIGNATURES. This Agreement may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Fiber Optic Network Intergovernmental Cooperation Agreement as of the last date set forth below.

CITY OF SHEBOYGAN

By: _____
Authorized Representative Date Signed _____

By: _____
Authorized Representative Date Signed _____

SHEBOYGAN COUNTY

By: _____
Authorized Representative Date Signed _____

By: _____
Authorized Representative Date Signed _____

SHEBOYGAN AREA SCHOOL DISTRICT

By: _____
Authorized Representative Date Signed _____

By: _____
Authorized Representative Date Signed _____


FISCAL NOTE

Re: Authorizing Intergovernmental Cooperative Agreement to Build and Operate a "Ring of Fiber" System

This resolution authorizes the County Administrator to sign on behalf of Sheboygan County an Intergovernmental Cooperative Agreement with the City of Sheboygan and the Sheboygan School District to contract, build and operate the Ring of Fiber.

Funding:

Expenditure of funds as authorized in the adopted 5-year Capital Plan for 2015 and proposed plan for 2016.


Wendy A Chamon
July 15, 2015

COMMITTEE REPORT TO THE COUNTY BOARD

WE, THE FINANCE COMMITTEE

TO WHOM WAS REFERRED RESOLUTION NO: 06

RE: **Authorizing Purchase of Vacant Land for Highway Shed Consolidation**

HAVE CONSIDERED THE SAME AND RECOMMEND:

- ☐ ADDITIONAL TIME BE GRANTED TO CONSIDER THE MATTER
☒ THE RESOLUTION BE ADOPTED
☐ FILING WITH THE CLERK
☐ AMENDING THE RESOLUTION AS FOLLOWS:

RESPECTFULLY SUBMITTED THIS 18th DAY OF August 2015

FINANCE COMMITTEE

OPPOSED TO THE REPORT:

GREG WEGGEMAN

GEORGE MARTHENZE

THOMAS WEGNER

AL BOSMAN

WILLIAM C. GOEHRING

CONCURRING IN THE REPORT:



GREG WEGGEMAN



GEORGE MARTHENZE



THOMAS WEGNER



AL BOSMAN



WILLIAM C. GOEHRING

1 SHEBOYGAN COUNTY RESOLUTION NO. 06 (2015/16)

2
3 Re: **Authorizing Purchase of Vacant Land for Highway Shed**
4 **Consolidation**

5
6
7 **WHEREAS**, Sheboygan County currently operates two highway sheds located outside
8 of Elkhart Lake and outside of Plymouth that are only about seven miles from each other, and
9

10 **WHEREAS**, the Elkhart Lake shed is on only 11.88 acres of land, which limits expansion
11 and has antiquated, divided buildings which are increasingly in need of repair and which are
12 becoming increasingly inadequate for the future needs of the highway division, and
13

14 **WHEREAS**, similarly, the Plymouth shed is on only 7.8 acres of land, has limited
15 opportunities for expansion, and has a building which is becoming increasingly inadequate for
16 the future needs of the highway division, and
17

18 **WHEREAS**, consolidation of the two sheds into one comprehensive facility located in
19 between the current facilities on a site suitable for expansion would provide long-term
20 efficiencies and improve operations, all to the benefit of the citizens of Sheboygan County, and
21

22 **WHEREAS**, the County has located a 36.4-acre site in between the current sheds in the
23 Town of Plymouth which would be suitable for the development of a comprehensive new
24 highway facility, and
25

26 **WHEREAS**, the County Administrator and Transportation Director, with the approval of
27 the Transportation Committee has made a written Offer to Purchase the site on behalf of the
28 County, a copy of which is on file with the Clerk which has been accepted by the sellers, subject
29 to the approval of the Sheboygan County Board;
30

31 **NOW, THEREFORE, BE IT RESOLVED** that the Sheboygan County Board approves
32 the purchase of the said site to be developed into a comprehensive highway facility on the terms
33 and conditions contained in the accepted Offer to Purchase on file with the Clerk and directs the
34 County Board Chairperson and County Clerk to sign any documents on behalf of the County
35 necessary to close the transaction.
36

37 **BE IT FURTHER RESOLVED** that upon acquisition of the property, the County
38 Administrator and Transportation Director shall initiate such steps as may be necessary to
39 construct a new facility and to dispose of the site of the current sheds on terms beneficial to the
40 County, subject to the further approval of the Board.
41


42 **BE IT FURTHER RESOLVED** that the sum of Five Hundred Forty-eight Thousand Six
43 Hundred Dollars (\$548,600.00) be used from the Transportation Department Unrestricted Net
44 Position Account for the purchase of the site.
45

46
47 (The rest of this page intentionally left blank.)
48

49 **BE IT FURTHER RESOLVED** that the Finance Department is authorized and directed to
50 publish any Class I Notice which may be required pursuant to Wis. Stat. § 65.90(5) as a result of
51 this Resolution.
52

53
54 Respectfully submitted this 21st day of July, 2015.
55

56
57 **TRANSPORTATION COMMITTEE**

58 
59 _____
60 Richard C. Bemis, Chairperson

61 
62 _____
63 Mark S. Winkel, Vice-Chairperson

64 
65 _____
66 Charles W. Gohrardy, Secretary

67 
68 _____
69 James P. Glavan

70 
71 _____
72 Jacob Van Dixhorn

73
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75 Opposed to Introduction:
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FISCAL NOTE


Re: Authorizing Purchase of Vacant Land for Highway Shed Consolidation

This resolution authorizes the County Board Chairperson and County Clerk to sign documents on behalf of the County to purchase vacant land located in the Town of Plymouth for development of a comprehensive highway facility.

Funding:

Transportation Department Unrestricted Net Position will be utilized in the amount of \$548,600 to purchase the land.

Balance, 12/31/2014	\$2,128,419
Less purchase of vacant land	<u>548,600</u>
Balance, remaining	\$1,579,819


Wendy A Charnon
July 15, 2015

COMMITTEE REPORT TO THE COUNTY BOARD

WE, THE HEALTH & HUMAN SERVICES COMMITTEE

TO WHOM WAS REFERRED ORDINANCE NO: 04

RE: **Amending Peace and Good Order Ordinance**

HAVE CONSIDERED THE SAME AND RECOMMEND:

☒ ADDITIONAL TIME BE GRANTED TO CONSIDER THE MATTER
☐ THE ORDINANCE BE ENACTED
☐ FILING WITH THE CLERK
☐ AMENDING THE ORDINANCE AS FOLLOWS:

RESPECTFULLY SUBMITTED THIS 18th DAY OF August 2015

HEALTH & HUMAN SERVICES COMMITTEE

OPPOSED TO THE REPORT:

VACANT

VERNON C. KOCH

JACOB VAN DIXHORN


JAMES BAUMGART

BRIAN HOFFMANN

ROGER R. OTTEN

CONCURRING IN THE REPORT:

VACANT



VERNON C. KOCH



JACOB VAN DIXHORN



JAMES BAUMGART

BRIAN HOFFMANN



ROGER R. OTTEN

SHEBOYGAN COUNTY ORDINANCE NO. 04 (2015/16)

Re: Amending Peace and Good Order Ordinance

WHEREAS, with increased population mobility, Sheboygan County has begun experiencing episodes of human sex trafficking and similar misconduct, and

WHEREAS, in order to broaden the tools available to law enforcement to combat this social issue, it has been suggested to add violations of state prostitution, patronizing, and pandering offenses to the list of offenses that should, in some circumstances, be prosecuted as County Ordinance violations;

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

Section 1. Amending Peace and Good Order. Section 38.03 of the Sheboygan County Code of Ordinances is hereby amended to add the following subsections:

- (dd) 944.30 Prostitution
- (ee) 944.31 Patronizing prostitutes
- (ff) 944.33(1) Pandering

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

Respectfully submitted this 16th day of June, 2015.

LAW COMMITTEE


Thomas W. Epping, Chairperson


Mark S. Winkel, Secretary


Vernon Koch, Vice-Chairperson


Steven Bauer


Fay Urayner

Opposed to Introduction:

Countersigned by:


Roger Te Stroete, Chairperson

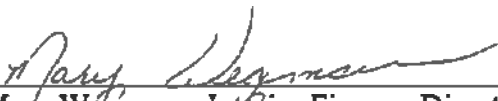
FISCAL NOTE
June 2015

Ordinance No. 04 (2015/16) RE: Amending Peace and Good Order Ordinance

Ordinance No. 05 (2015/16) Re: Redesignation of Navigable Waterways in Shoreland-Floodplain Ordinance

Funding:

No additional funding is required.



Mary Wegmann, Interim Finance Director
June 10, 2015

1 SHEBOYGAN COUNTY ORDINANCE NO. 06 (2015/16)

2
3 Re: **Establishing Speed Zone on County Road "FF" (Town of Rhine) and**
4 **County Road "D" (Town of Sherman)**
5

6
7 **WHEREAS**, pursuant to Wis. Stat. § 349.11, in the interest of safety, the Transportation
8 Committee recommends that to maintain a reasonable and safe speed zone, the present speed
9 zones on a portion of County Roads "FF" and "D" be reduced as hereinafter specified.
10

11 **NOW, THEREFORE**, the County Board of Supervisors of the County of Sheboygan
12 does ordain as follows:
13

14 Section 1. **Reducing Speed Zone – Town of Rhine.** The provisions of
15 Section 20.03(7) of the County Code of Ordinances are hereby amended to add a new
16 Subsection (c) as follows and re-lettering all subsequent Subsections:
17

- 18 (c) Forty-five miles per hour from County Road "FF" east to
19 County Road "FF" west.
20

21 Section 2. **Reducing Speed Zone – Town of Sherman.** The provisions of
22 Section 20.03(12) of the County Code of Ordinances are hereby amended to add a new
23 Subsection (b) as follows:
24

- 25 (b) Forty-five miles per hour from State Highway 57 easterly to
26 the intersection with County Road "CC."
27

28
29 (The rest of this page intentionally left blank.)
30

31 Section 3. Effective Date. The herein Ordinance shall take effect upon
32 adoption by the County Board, approval of the Department of Transportation,
33 publication, and installation of appropriate signage.
34

35
36 Respectfully submitted this 21st day of July, 2015.
37

38
39 **TRANSPORTATION COMMITTEE**
40

41
42 Richard C. Bemis, Chairperson
43

44 *Mark S. Winkel*
45 Mark S. Winkel, Vice-Chairperson
46

47 *Charles W. Conrardy*
48 Charles W. Conrardy, Secretary
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50 *James P. Glavan*
51 James P. Glavan
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53 *Jacob Van Dixhorn*
54 Jacob Van Dixhorn
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57 Opposed to Introduction:
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59 *RC Bemis*
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65 Countersigned by:
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70 Roger L. Te Stroete, Chairperson
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72 (See reverse side for location maps.)
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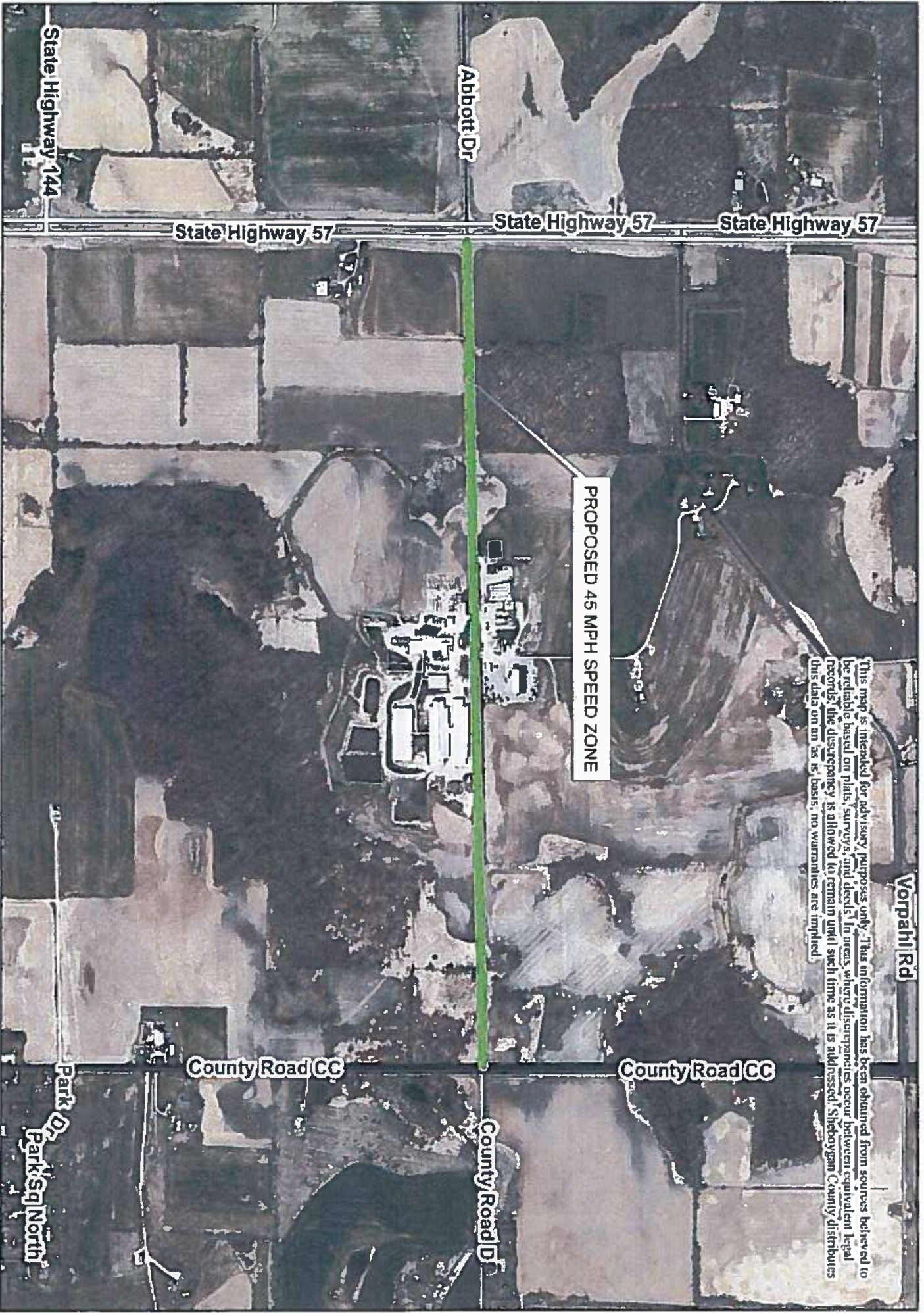
This map is intended for advisory purposes only. This information has been obtained from sources believed to be reliable based on plans, surveys, and deeds. In areas where discrepancies occur between equivalent legal records, the discrepancy is allowed to remain until such time as it is addressed. Sheboygan County distributes this data on an "as is" basis; no warranties are implied.



PROPOSED CTH "FF" SPEED ZONE



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Sheboygan
County,
Wisconsin

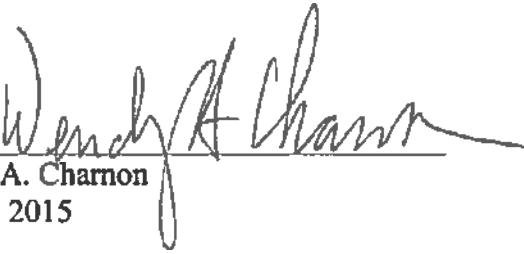
PROPOSED CTH "D" SPEED ZONE

FISCAL NOTE
July 2015

Ordinance No. 06 (2016/16) Re: Establishing Speed Zone on County Road "FF"
(Town of Rhine and County Road "D" (Town of Sherman))

Funding:

No additional funding is required.



Wendy A. Charnon
July 15, 2015

COMMITTEE REPORT TO THE COUNTY BOARD

WE, THE LAW COMMITTEE

TO WHOM WAS REFERRED ORDINANCE NO: 06

RE: **Establishing Speed Zone on County Road "FF" (Town of Rhine) and County Road "D" (Town of Sherman)**

HAVE CONSIDERED THE SAME AND RECOMMEND:

☒ ADDITIONAL TIME BE GRANTED TO CONSIDER THE MATTER
☐ THE ORDINANCE BE ENACTED
☐ FILING WITH THE CLERK
☐ AMENDING THE ORDINANCE AS FOLLOWS:

RESPECTFULLY SUBMITTED THIS 18th DAY OF August 2015

LAW COMMITTEE

OPPOSED TO THE REPORT:

THOMAS V. EPPING

VERNON KOCH

MARK S. WINKEL

STEVEN BAUER

FAY URAYNAR

CONCURRING IN THE REPORT:



THOMAS V. EPPING



VERNON KOCH

MARK S. WINKEL



STEVEN BAUER



FAY URAYNAR

1 SHEBOYGAN COUNTY ORDINANCE NO. 06 (2015/16)
2

3 Re: **Establishing Speed Zone on County Road "FF" (Town of Rhine) and**
4 **County Road "D" (Town of Sherman)**
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6
7 **WHEREAS**, pursuant to Wis. Stat. § 349.11, in the interest of safety, the Transportation
8 Committee recommends that to maintain a reasonable and safe speed zone, the present speed
9 zones on a portion of County Roads "FF" and "D" be reduced as hereinafter specified.
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11 **NOW, THEREFORE**, the County Board of Supervisors of the County of Sheboygan
12 does ordain as follows:
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14 Section 1. **Reducing Speed Zone – Town of Rhine.** The provisions of
15 Section 20.03(7) of the County Code of Ordinances are hereby amended to add a new
16 Subsection (c) as follows and re-lettering all subsequent Subsections:
17

- 18 (c) Forty-five miles per hour from County Road "FF" east to
19 County Road "FF" west.
20

21 Section 2. **Reducing Speed Zone – Town of Sherman.** The provisions of
22 Section 20.03(12) of the County Code of Ordinances are hereby amended to add a new
23 Subsection (b) as follows:
24

- 25 (b) Forty-five miles per hour from State Highway 57 easterly to
26 the intersection with County Road "CC."
27

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30 (The rest of this page intentionally left blank.)


31 Section 3. Effective Date. The herein Ordinance shall take effect upon
32 adoption by the County Board, approval of the Department of Transportation,
33 publication, and installation of appropriate signage.
34


35
36 Respectfully submitted this 21st day of July, 2015.
37

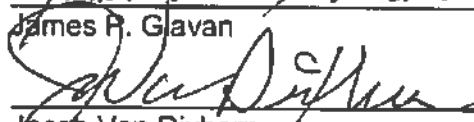
38
39 **TRANSPORTATION COMMITTEE**
40

41
42 Richard C. Bemis, Chairperson

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44 Mark S. Winkel, Vice-Chairperson

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46 Charles W. Conrardy, Secretary

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49 James R. Glavan

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52 Jacob Van Dixhorn
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57 Opposed to Introduction:

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65 Countersigned by:

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69 Roger L. Te Stroete, Chairperson
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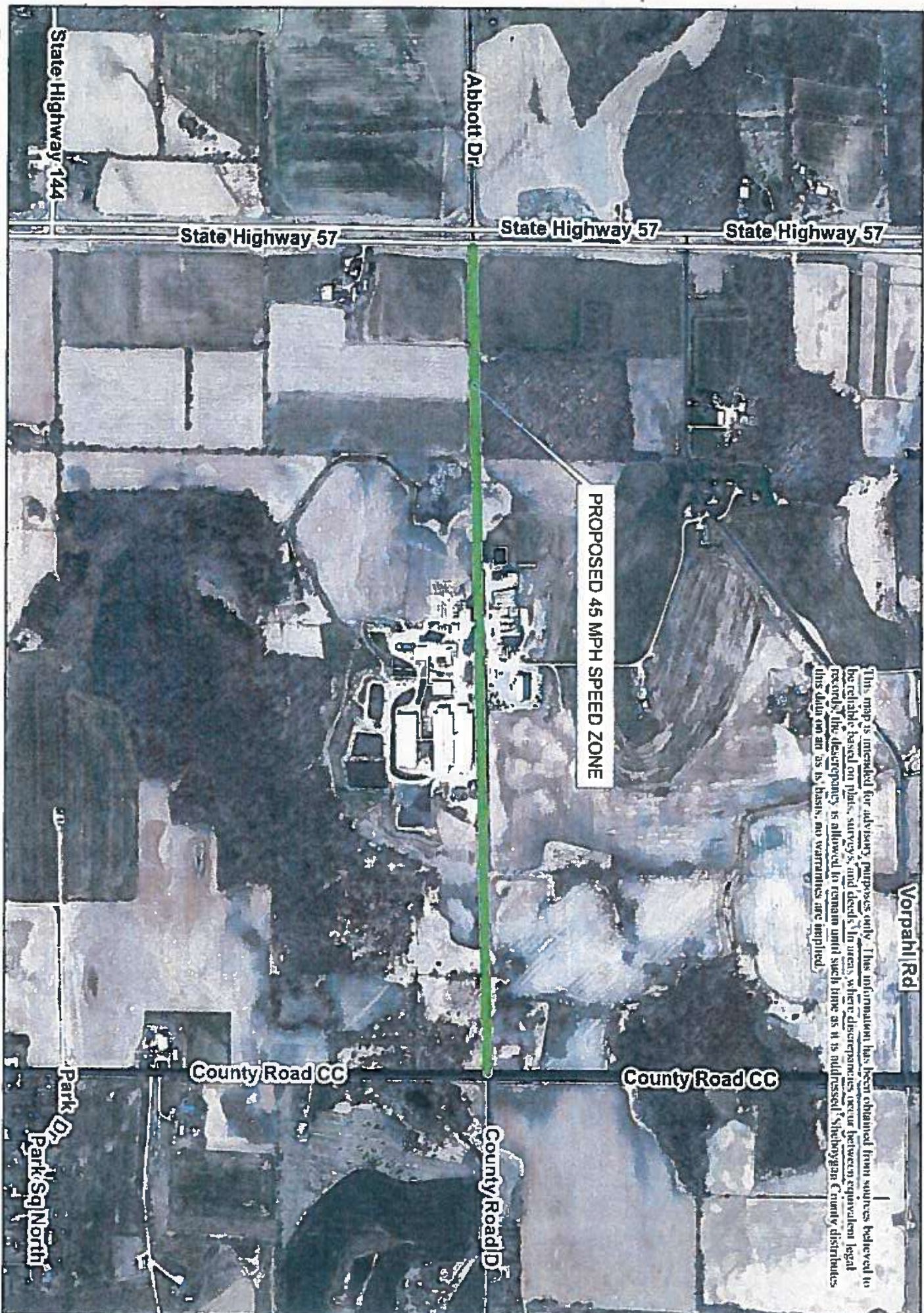
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PROPOSED CTH "FF" SPEED ZONE

This map is intended for advisory purposes only. The information has been obtained from sources believed to be reliable based on plans, surveys, and deeds. In areas where discrepancies occur between equivalent legal records, the discrepancy is allowed to remain until such time as it is addressed. Sheboygan County distributes this data on an as is basis. No warranties are implied.



PROPOSED 45 MPH SPEED ZONE

PROPOSED CTH "D" SPEED ZONE




6/25/2015
Source: Sheboygan County Planning & Conservation Department
GIS Department\GIS\Planning\MapDocs\Public_Hwy\proj\PDFs\Fire_Narrative

FISCAL NOTE
July 2015

Ordinance No. 06 (2016/16) Re: Establishing Speed Zone on County Road "FF"
(Town of Rhine and County Road "D" (Town of Sherman))

Funding:

No additional funding is required.



Wendy A. Charnon
July 15, 2015

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WHEREAS, Section 5.06(b) of the County Code requires the Finance Committee to propose a Five-Year Capital Plan for submission to the County Board at its August monthly meeting, and

WHEREAS, the attached Exhibit A is the proposed Five-Year Capital Plan of the Finance Committee;

Respectfully submitted this 18th day of August, 2015.

Greg Weggeman, Chairperson

Thomas Wegner, Secretary

William C. Goehring

Al Bosman

Opposed to Introduction:

County of Shelbyville, Wisconsin
Five Year Capital Plan - Years 2016 through 2020

Priority	Proj No.	Project Title	Prior Years			2016		2017		2018		2019		2020		2021-2023	
			Budget	Reimburse- ment		Budget	Reimburse- ment	Budget	Reimburse- ment	Budget	Reimburse- ment	Budget	Reimburse- ment	Budget	Reimburse- ment	County Cost	County Cost
1	531	Amsterdam Dunes	\$ 33,780	\$ (33,780)		\$ 54,000	\$ (54,000)	\$ 200,000	\$ (200,000)	\$ 635,000	\$ (635,000)	\$ 63,192	\$ (63,192)	\$ 63,192	\$ (63,192)	\$ -	\$ -
2	537	South Area	\$ 25,000	\$ -		\$ 177,000	\$ (170,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,000
3	920	March Multi-Purpose Building & Storage Facilities (Site preparation & Infrastructure Improvements)	\$ -	\$ -		\$ 50,000	\$ -	\$ 280,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330,000
4	927	OPRT new construction from Greenbush to Fox County Line	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 650,000	\$ 750,000
5	910	OPRT new construction from Greenbush to Fox County Line	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202,500
6	925	OPRT new construction from Greenbush to Fox County Line	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ (27,500)	\$ 350,000	\$ (175,000)	\$ 664,000	\$ 361,000
7	905	OPRT new construction from Greenbush to Fox County Line	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,433,123
1	1048	Fire Alarm System Upgrades	\$ 2,933,200	\$ (700,000)		\$ 184,000	\$ -	\$ 175,000	\$ -	\$ 25,000	\$ -	\$ 140,000	\$ -	\$ -	\$ -	\$ 536,000	\$ 30,000
2	1048	University of Wisconsin	\$ 2,224,688	\$ (9,287)		\$ 307,000	\$ -	\$ 61,000	\$ -	\$ 474,000	\$ -	\$ 373,000	\$ (4,000)	\$ 150,000	\$ -	\$ 1,363,000	\$ -
3	1063	University of Wisconsin	\$ -	\$ -		\$ 35,000	\$ (14,000)	\$ 1,895,000	\$ (720,000)	\$ 2,866,000	\$ (720,000)	\$ 635,000	\$ (720,000)	\$ -	\$ -	\$ 3,261,000	\$ -
4	1081	Courthouse Front Steps & Flag Pole	\$ -	\$ -		\$ -	\$ -	\$ 106,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,000	\$ -
5	1082	Key Card Upgrade	\$ 70,000	\$ -		\$ 41,000	\$ -	\$ -	\$ -	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164,000	\$ -
6	1082	HVAC Control Upgrade	\$ 375,000	\$ -		\$ 370,000	\$ -	\$ 446,000	\$ -	\$ 443,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,233,000	\$ -
7	1082	University of Wisconsin	\$ 313,000	\$ -		\$ 480,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 480,000	\$ -
8	1082	Shelbyville HVAC-VAV Upgrade	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000	\$ -
9	1082	HHS Parking Lot Replacement	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
1	1949	Radio System	\$ 9,477,963	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000
2	1949	Need Election Equipment	\$ -	\$ -		\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000
3	2003	A & B Building Flooring Upgrades	\$ -	\$ -		\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 257,000	\$ -
4	2005	Wireless Nurse Call System	\$ -	\$ -		\$ -	\$ -	\$ 130,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,000	\$ -
5	2004	Mechanical/Utility Chillerway	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -
6	2004	Building C (Woodland Village)	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000
7	2005	Boilers	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000
8	2005	Filter Network Initiative	\$ 3,069,542	\$ (2,544,542)		\$ 200,000	\$ (146,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,000	\$ -
9	2004	Disaster Recovery Site	\$ -	\$ -		\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,000	\$ -
1	2004	VOP	\$ -	\$ -		\$ -	\$ -	\$ 285,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,033	\$ -
2	285	Reconstruct GA Apenn and	\$ 84,000	\$ (79,800)		\$ 2,000,000	\$ (2,000,000)	\$ 1,000,000	\$ (950,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
3	286	Construct Trailways K1 and S	\$ -	\$ -		\$ -	\$ -	\$ 52,000	\$ (41,600)	\$ 457,000	\$ (434,150)	\$ -	\$ -	\$ -	\$ -	\$ 3,250	\$ -
4	287	Terminal Building Development	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 130,000	\$ (104,000)	\$ 3,310,000	\$ (1,048,000)	\$ -	\$ -	\$ 288,000	\$ -
5	2941	Reconstruction of CTH LS - CTH	\$ 2,500,000	\$ -		\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ -
6	2942	Reconstruction of CTH OK from	\$ 74,500	\$ -		\$ 1,769,200	\$ (65,000)	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,184,250	\$ -
7	2952	Bridge on CTH FF	\$ -	\$ -		\$ 50,000	\$ (50,000)	\$ -	\$ -	\$ 537,200	\$ (429,700)	\$ -	\$ -	\$ -	\$ -	\$ 107,440	\$ -
8	2946	Bridge on CTH RR	\$ 50,000	\$ -		\$ -	\$ -	\$ 250,000	\$ (200,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
9	2951	Transportation Complex	\$ -	\$ (250,000)		\$ 1,800,740	\$ -	\$ 10,154,606	\$ (1,325,000)	\$ 9,342,512	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,972,858	\$ -
10	2951	Reconstruction of CTH D from Cedar Grove to Six Mile Road	\$ -	\$ -		\$ -	\$ -	\$ 3,000,000	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000,000	\$ -
11	2950	Bridge on CTH N	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 560,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 560,000	\$ -
12	2951	Reconstructive Asphalt Surfacing	\$ 2,440,423	\$ (344,031)		\$ -	\$ -	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ 3,000,000	\$ -
13	2951	Bridge on CTH A (P-55-901)	\$ -	\$ -		\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
14	2951	Bridge on CTH E (P-55-017)	\$ -	\$ -		\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
15	2951	Bridge on CTH O (P-55-088)	\$ -	\$ -		\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
16	2951	Bridge on CTH N (P-55-191)	\$ -	\$ -		\$ -	\$ -	\$ 60,000	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 660,000	\$ -
17	2951	Roundabout at CTH A and CTH PP	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000	\$ -
18	2951	Bridge on CTH V (P-55-074)	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 295,600	\$ -	\$ 370,600	\$ -
19	2951	Reconstruction of CTH V from Sh	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
20	2951	52 to Town of Lyndon line	\$ 27,491,101	\$ (3,961,430)		\$ 8,037,000	\$ (2,537,000)	\$ 26,771,639	\$ (3,437,600)	\$ 19,828,712	\$ (2,383,910)	\$ 8,579,767	\$ (1,862,892)	\$ 6,548,292	\$ (1,630,944)	\$ 52,013,264	\$ -
21	2951	TOTAL	\$ 23,529,671	\$ -		\$ 55,500,000	\$ (2,537,000)	\$ 517,334,039	\$ (3,437,600)	\$ 517,444,802	\$ (2,383,910)	\$ 56,717,075	\$ (1,862,892)	\$ 55,017,348	\$ (1,630,944)	\$ 52,013,264	\$ -
22	2951	NET COUNTY COST	\$ 23,529,671	\$ -		\$ 55,500,000	\$ (2,537,000)	\$ 517,334,039	\$ (3,437,600)	\$ 517,444,802	\$ (2,383,910)	\$ 56,717,075	\$ (1,862,892)	\$ 55,017,348	\$ (1,630,944)	\$ 52,013,264	\$ -

Priority: Established by Department Head and Liaison Committee
Project Status Key:
N - New project
C - Continuation of a funded project
P - Previously included in last year's plan (2015 - 2019)

SHEBOYGAN COUNTY RESOLUTION NO. 08 (2015/16)

Re: **Reauthorization of Self-insurance Status for Worker's Compensation**

WHEREAS, Sheboygan County is a qualified political subdivision of the State of Wisconsin, and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker's compensation risk and payment, and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (DWD) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department, and

WHEREAS, the Human Resources Committee has determined that the continuation of Sheboygan County as a self-insured worker's compensation program employer, in compliance with Wis. Admin. Code § DWD 80.60(3) is in the best interests of Sheboygan County;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Sheboygan County reaffirms that it shall provide for the continuation of the self-insured worker's compensation program that is currently in effect, including its agreement to faithfully report all comparable injuries and to comply with Wis. Stat. ch. 102 and the rules of the Department of Workforce Development in accordance with Wis. Stat. § 102.28(2)(b).

BE IT FURTHER RESOLVED that the Human Resources Director is directed to forward certified copies of this Resolution signed by the County Board Chairperson to the Worker's Compensation Division, Wisconsin Department of Workforce Development, so that Sheboygan County shall be in compliance with Wis. Admin. Code § DWD 80.60(3).

Respectfully submitted this 18th day of August, 2015.

HUMAN RESOURCES COMMITTEE

Fran Damp, Chairperson

Keith Abler, Vice-Chairperson

Edward J. Procek, Secretary

Brian Hilbelink

Greg Weggeman

Opposed to Introduction:

FISCAL NOTE

Re: Reauthorization of Self-Insurance Status for Worker's Compensation

This resolution, if adopted, directs the Human Resources Director to forward certified copies of this Resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Development in order to comply with Wis Admin. Code § DWD 80.60(3).

Funding:

No additional funding is required.



Wendy A. Charnon, Finance Director
August 13, 2015

SHEBOYGAN COUNTY RESOLUTION NO. 09 (2015/16)

Re: **Entering into Water Main Conveyance Agreement with City of Sheboygan and Sheboygan Water Utility**

WHEREAS, Sheboygan County (County) owns real estate and improvements which it leases to the University of Wisconsin System Board of Regents for the operation of a UW college pursuant to Wis. Stat. § 36.05(6m) and an extension service pursuant to Wis. Stat. § 59.56(3) for educational and related purposes hereinafter referred to as "the UW Campus," and

WHEREAS, the UW Campus is located within the municipal boundaries of the City of Sheboygan (City) and currently receives water service from the Sheboygan Water Utility (Utility), and

WHEREAS, Utility provides the current water service to the UW Campus from an eight-inch (8") water main located in University Drive on the UW Campus, and

WHEREAS, County needs increased water pressure service to install and operate fire suppression sprinkler systems and to support the other water needs at the UW Campus, and

WHEREAS, County needs City and Utility to increase their services, and

WHEREAS, the parties have developed a proposed Water Main Conveyance Agreement to establish the terms upon which the increased service will be provided, a copy of which is on file with the County Clerk, and

WHEREAS, the Property Committee believes that it is in the best interest of County to enter into the Water Main Conveyance Agreement;

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized and directed to execute the Water Main Conveyance Agreement on file and such other documents as may be necessary to implement the terms of the Agreement.

Respectfully submitted this 18th day of August, 2015.

PROPERTY COMMITTEE

James P. Glavan, Chairperson

Thomas V. Epping, Vice-Chairperson

Secretary

Brian Hilbelink

Robert Ziegelbauer

Opposed to Introduction:

WATER MAIN CONVEYANCE AGREEMENT

THIS AGREEMENT is made this 22nd day of June, 2015, between SHEBOYGAN 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, hereinafter referred to as "COUNTY," CITY OF SHEBOYGAN, a body corporate and politic with powers granted by law, having its principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, hereinafter referred to as "CITY," and the SHEBOYGAN WATER UTILITY, a public water utility owned by CITY and operated by the Board of Water Commissioners, having its principal offices at 72 Park Avenue, Sheboygan, Wisconsin 53081, hereinafter referred to as "UTILITY."

WITNESSETH:

WHEREAS, COUNTY owns real estate and improvements which it leases to the University of Wisconsin System Board of Regents for the operation of a UW college pursuant to Wis. Stat. § 36.05(6m) and an extension service pursuant to Wis. Stat. § 59.56(3) for educational and related purposes hereinafter "UW Campus"; and

WHEREAS, the UW Campus is located within the municipal boundaries of the CITY and currently receives water service from UTILITY; and

WHEREAS, UTILITY provides the current water service to the UW Campus from an eight-inch (8") water main located in University Drive on the UW Campus; and

WHEREAS, COUNTY is seeking increased water pressure service to install and operate fire suppression sprinkler systems and to support the other water needs at the UW Campus; and

WHEREAS, COUNTY proposes to construct, at its cost, a twelve-inch (12") water main extension within the Union Avenue right-of-way which is located within the municipal boundaries of the Village of Kohler commencing at South Taylor Drive, then proceeding westerly to Campus Drive, then in a northerly direction on Campus Drive which is also located within the municipal boundaries of the Village of Kohler, to a connection point with the existing eight-inch (8") water main located within the municipal boundaries of CITY at University Drive; and

WHEREAS, after completion of the construction and installation of the twelve-inch (12") water main, COUNTY will transfer and convey ownership of the water main to UTILITY for subsequent operation, maintenance, and replacement; and

WHEREAS, COUNTY has secured permission and approval from the Village of Kohler to construct the water main to the extent that a portion of it would be within the Village of Kohler right-of-way and to allow UTILITY to operate it thereafter upon completion, a copy of Village of Kohler Resolution No. 2015-5 approving the Water Main Extension within Village right-of-way is attached hereto as **Exhibit A** and incorporated herein by reference.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY, CITY and UTILITY agree as follows:

1. **Water Main Extension Approved.** CITY, by its Common Council, and UTILITY, by its Board of Water Commissioners, authorize and approve the construction of a twelve-inch (12") water main extension within the Union Avenue right-of-way which is located within the municipal boundaries of the Village of Kohler commencing at South Taylor Drive, then proceeding westerly to Campus Drive, then in a northerly direction on Campus Drive which is also located within the municipal boundaries of the Village of Kohler, to a connection point with an existing eight-inch (8") water main located within the municipal boundaries of CITY at University Drive, hereinafter referred to as the "Water Main Extension".

2. **Water Main Extension Construction Plans Approved.** CITY and UTILITY approve the UW-Sheboygan High Pressure Water Main construction plans dated February 2015 and further described as AECCOM project number 60327025, hereinafter the "Project Plans" which are incorporated herein by reference. The Project Plans shall be subject to the continued review and approval of UTILITY.

3. **Construction to be Financed by Cost-Advancement.** The parties acknowledge that the Water Main Extension extends through sparsely occupied areas which are unlikely to develop extensively within the next twenty (20) years and includes areas located outside the territorial limits of CITY. In lieu of UTILITY constructing the Water Main Extension and COUNTY making a deposit to CITY finance director/treasurer in a sum sufficient to pay the total estimated cost of the extension, less unapportionable costs as provided by CITY code Section 122-98(f), COUNTY shall construct the Water Main Extension at its cost. Upon completion of the Water Main Extension, COUNTY shall convey ownership of the extension to UTILITY as its cost-advancement. This cost-advancement is also referred to as a contribution in aid of construction as provided by Schedule X-2 of UTILITY's Authorized Water Rates and Rules. On or before the conveyance of the Water Main Extension to UTILITY, UTILITY shall calculate the unapportionable costs of the Water Main Extension and pay to COUNTY a sum equal to the unapportionable costs as required by CITY code Section 122-98(f)(1). Unapportionable costs shall include any additional expenses incurred for the installation of water mains in excess of eight inches (8") in diameter or for fire protection service and zero percent (0%) of the cost of mains in street intersections as provided by CITY code Section 122-98(g).

4. **Public Dedication and Conveyance of Water Main Extension Required.** COUNTY, after installation, inspection, testing, and approval of the Water Main Extension by UTILITY, shall dedicate, grant, and convey ownership of the Water Main Extension to UTILITY for public utility purposes. The conveyance shall be effective upon the execution by COUNTY and delivery to UTILITY of a bill of sale in essentially the form attached hereto as Exhibit B. UTILITY shall thereafter be responsible, at its expense, for the operation, repairs, maintenance, and replacement of the Water Main Extension. The parties agree to execute and deliver any additional documents as may be

reasonably required to effectuate the dedication and transfer of the Water Main Extension as contemplated by this Agreement.

5. Water Service to Unincorporated Areas Prohibited. No water service shall be rendered or extended from the Water Main Extension to any lots or lands located in any unincorporated area beyond the corporate limits of CITY except as may be expressly authorized by the Common Council as provided by CITY code Section 122-97.

6. Village of Kohler Wholesale Water Agreements. The parties acknowledge that water service to the Village of Kohler is authorized pursuant to a wholesale water Agreement by and between CITY and the Village of Kohler dated June 8, 1973, including an Addendum to 1973 Agreement dated June 18, 1984. Any connection to the Water Main Extension for property located within the corporate limits of the Village of Kohler is subject to prior written consent and approval of the Common Council of CITY.

7. Third-party Customers to Pay Connection Charge. For a period of ten (10) years from the effective date of the conveyance of the Water Main Extension to UTILITY, any property connected to the Water Main Extension, other than COUNTY, shall pay to UTILITY a connection charge which shall be equivalent to the amount of front-foot special assessments which would have been levied by CITY or UTILITY at the time such extension was made pursuant to CITY code Sections 122-98(c) and 122-98(f)(3). All connection charges collected by UTILITY shall be paid to COUNTY pursuant to CITY code Section 122-98(f)(4) within thirty (30) days of receipt. Connection charges will also include and will reimburse applicable unapportionable costs paid by UTILITY..

8. Term. The term of this Agreement shall commence upon the date of the last party to execute this Agreement and, except as otherwise provided herein, shall continue for a period of ten (10) years from the effective date of the conveyance of the Water Main Extension to UTILITY. The parties each hereby expressly agree on behalf of themselves and their successors in interest and assigns, any provision of law or equity to the contrary notwithstanding, that this Agreement shall continue in full force and effect throughout its term, notwithstanding any default by any party hereto.

9. Enforcement of Agreement. The parties shall each have the right to enforce the terms and conditions of this Agreement in any manner provided by law or in equity, including without limitation, a suit for damages or injunctive relief.

10. Miscellaneous.

(a) No Joint Venture. Nothing in this Agreement shall be construed to make the parties hereto or their successors in interest and assigns partners of one another or joint venturers of one another, or in any way to render any of said parties liable for the debts or obligations of any other.

(b) Waiver. No delay or omission by any of the parties hereto, successors and assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions

of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto, or their successors and assigns, of any of the covenants or conditions hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

(c) Heirs, Successors in interest, and Assigns. This Agreement and each of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the parties and their respective successors in interest and assigns, and no third party shall be entitled to enforce any term, covenant, or condition of this Agreement or possess any rights hereunder.

(d) Headings. The headings appearing in this Agreement are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any action to enforce or concerning this Agreement shall be brought in the Circuit Court for Sheboygan County, Wisconsin, or in the alternative, if applicable, before the Wisconsin Public Service Commission.

(f) Severability. If any provisions or portions thereof of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision or portion thereof to any other persons or circumstances shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) Modifications. No agreement shall be effective to add to, change, modify, waive, or discharge this Agreement in whole or in part unless such agreement is in writing and signed by the parties to be bound.

(h) Covenants Running With the Land. All of the agreements, waivers, restrictions, obligations, and covenants set forth in this Agreement are intended to be and shall be construed as covenants and conditions running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective heirs, successors, and/or assigns.

(i) Notices. Any notice, demand, statement, or request required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if: (i) personally delivered to the other party; (ii) sent by overnight courier; or (iii) deposited in the United States mail, postage prepaid, and addressed to the party as set forth below:

If to COUNTY: Sheboygan County
 Attn: Adam Payne, County Administrator
 508 New York Avenue
 Sheboygan, WI 53081-4126

With a copy to: Attorney Michael J. Bauer
Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive – Suite 110
Sheboygan, WI 53081-3174

If to CITY: City of Sheboygan
Attn: Susan Richards, City Clerk
828 Center Avenue
Sheboygan, WI 53081

With a copy to: Attorney Charles Adams
City Attorney's Office
CITY OF SHEBOYGAN
828 Center Avenue – Suite 304
Sheboygan WI 53081-4442

If to UTILITY: Sheboygan Water Utility
Attn: Joe Trueblood, Superintendent
72 Park Avenue
Sheboygan, WI 53081

With a copy to: Attorney Charles Adams
City Attorney's Office
CITY OF SHEBOYGAN
828 Center Avenue – Suite 304
Sheboygan WI 53081-4442

(j) Change of Address. Any party hereto may change the address to which notices to such party shall be sent by written notice to the other parties given in accordance with this Agreement. At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.

(k) Entire Agreement. This Agreement and its ancillary documents constitute the entire agreement between the parties hereto. This Agreement shall not be altered or amended except by agreement in writing executed by the parties hereto.

(l) Force Majeure. The obligations of any of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances including strikes and lockouts, acts of God, fires, storms, accidents, or any cause whatsoever beyond the control of the parties.

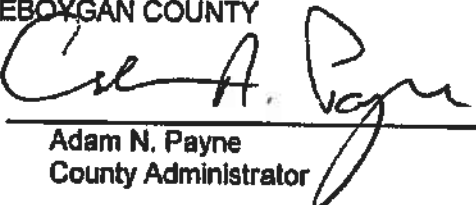
(m) Authority. The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.

(n) Consents. The parties agree that whenever the consent or approval of a party is required hereunder such consent or approval shall not be unreasonably withheld, delayed, or encumbered.

IN WITNESS WHEREOF, COUNTY, CITY, and UTILITY have executed this Agreement as of the year and day first above written.

COUNTY:


SHEBOYGAN COUNTY

By: 
Adam N. Payne
County Administrator

CITY

CITY OF SHEBOYGAN

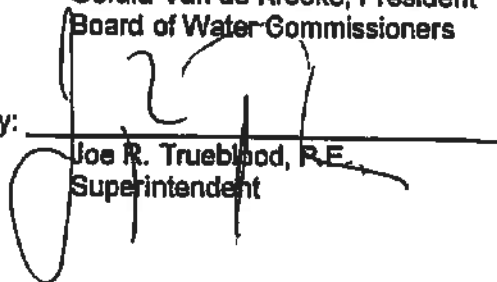
By: 
Michael J. Vandersteen, Mayor

By: 
Susan Richards, City Clerk

UTILITY

SHEBOYGAN WATER UTILITY

By: 
Gerald Van de Kreeke, President
Board of Water Commissioners

By: 
Joe R. Trueblood, P.E.
Superintendent

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VILLAGE OF KOHLER

RESOLUTION NO. 2015 - 5

**A RESOLUTION AUTHORIZING THE UW-SHEBOYGAN HIGH-PRESSURE
WATER MAIN EXTENSION IN VILLAGE STREET RIGHTS-OF-WAY**

WHEREAS, Sheboygan County (hereinafter "County") owns real estate and improvements which it leases to the University of Wisconsin System Board of Regents for the operation of a UW college pursuant to Wis. Stat. § 36.05(6m) and an extension service pursuant to Wis. Stat. § 59.56(3) for educational and related purposes (hereinafter "UW Campus"); and

WHEREAS, the UW Campus is located within the municipal boundaries of the City of Sheboygan and currently receives water service from the Sheboygan Water Utility (hereinafter "SWU"); and

WHEREAS, the SWU provides the current water service to the UW Campus from an eight inch (8") water main located in University Drive on the UW Campus; and

WHEREAS, the County is seeking increased water pressure service to install and operate fire suppression sprinkler systems and to support the other water needs at the UW Campus; and

WHEREAS, the County proposes to construct, at its cost, a twelve inch (12") water main extension within the Union Avenue right-of-way, which is located within the municipal boundaries of the Village of Kohler, commencing at South Taylor Drive, then proceeding westerly to Campus Drive, then in a northerly direction in Campus Drive which is also located within the municipal boundaries of the Village of Kohler, to a connection point with the existing eight inch (8") water main at University Drive; and

WHEREAS, after completion of the construction and installation of the twelve inch (12") water main, the County will transfer and convey ownership of the water main to the SWU for subsequent operation, maintenance, and replacement; and

WHEREAS, the County needs permission and approval from the Village of Kohler to construct the water main to the extent that a portion of it would be within the Village of Kohler right-of-way and to allow the SWU to operate it thereafter upon completion; and

WHEREAS, the County is seeking such approval for itself and SWU.

NOW, THEREFORE, BE IT RESOLVED that the Village of Kohler Board of Trustees approves and authorizes the construction, operation, maintenance, and replacement of a twelve inch (12") water main and related improvements in, along, and under the street rights-of-way of Union Avenue and Campus Drive subject to the following terms and conditions:



1. County, at its expense, effort, and risk, shall obtain all necessary approvals and authorizations from the SWU and the City of Sheboygan to effectuate all construction and operation of the herein described water main and related improvements.

2. That the County, or its successors and assigns, shall restore and return any right-of-way disturbed by the construction, operation, maintenance, or replacement of the water main and related improvements to a condition that is equal to or better than the condition that existed at the time of the start of any construction, maintenance, or replacement work.

3. That the County, or its successors and assigns, shall defend and indemnify and save harmless the Village of Kohler, its elected and appointed Officers, and employees from all liability for any personal injuries, property damage, claims, and costs including reasonable attorneys' fees and litigation expenses arising out of the construction, operation, maintenance, or replacement of the herein described water main and related improvements. Notwithstanding this obligation to defend and indemnify, this resolution shall not be construed as a waiver of any governmental or sovereign immunity that may be applicable to any third-party claim brought against the Village, County, City or SWU. Each shall specifically retain, for any third-party claims, all governmental immunities, defenses, and statutory limitations available to it as a sovereign or governmental entity pursuant to state law, including Wis. Stat. §§ 893.80 and 345.05.

Adopted this 13th day of April, 2015.

By: 

Thomas R. Schnettler
Village President

ATTEST:


Laurie Lindow, Clerk-Treasurer

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **SHEBOYGAN COUNTY (COUNTY)** for and in consideration of the benefits received from increased water pressure and improved water service provided by the **SHEBOYGAN WATER UTILITY (SWU)** to property owned by **COUNTY**, property commonly known as the UW Campus, the receipt and sufficiency of the consideration is hereby acknowledged. This Bill of Sale is given pursuant to the terms and conditions of a Water Main Conveyance Agreement dated the _____ day of May, 2015, by and between, **COUNTY**, the City of Sheboygan, and **SWU**, and by these presents **COUNTY** does bargain, sell, grant, transfer, assign, and convey unto **SWU** and **SWU's** successors and assigns, the property described as follows:

A twelve-inch (12") water main extension within the Union Avenue right-of-way which is located within the municipal boundaries of the Village of Kohler commencing at South Taylor Drive, then proceeding westerly to Campus Drive, then in a northerly direction in Campus Drive which is also located within the municipal boundaries of the Village of Kohler, to a connection point with an existing eight-inch (8") water main located within the municipal boundaries of CITY at University Drive.

To have and to hold the same unto **SWU** and **SWU's** successors and assigns forever. **COUNTY** covenants and agrees to and with **SWU** that **COUNTY** is the lawful owner of the property; that the same is free from all liens and encumbrances; and that **COUNTY** has good right, title and interest to convey the same as described herein, and **COUNTY** will warrant and defend the title to the property conveyed unto **SWU** and **SWU's** successors and assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, **COUNTY** has hereunto set **COUNTY's** hand and seal this _____ day of _____, 2015.

COUNTY:

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
County Administrator

This water main conveyance is approved, accepted, and effective this _____ day of _____, 2015.

SWU:

SHEBOYGAN WATER UTILITY

By: _____
Joe R. Trueblood, P.E.
Superintendent
72 Park Avenue
Sheboygan, WI 53081




FISCAL NOTE
August 2015

**Resolution No. 09 (2015/16) Re: Entering into Water Main Conveyance Agreement
with City of Sheboygan and Sheboygan Water Utility**

**Ordinance No. 07 (2015/16) Re: Changing Composition of Eastern Shores Library
System Board**

Funding:

No additional funding is required.



Wendy A. Charnon
August 13, 2015

SHEBOYGAN COUNTY ORDINANCE NO. 07 (2015/16)

Re: Changing Composition of Eastern Shores Library System Board

WHEREAS, at the June 15, 2015, Sheboygan County Board meeting, the County Board concurred with the 2016-2020 Joint County Library Plan issued by the Sheboygan County Library Planning Committee, and

WHEREAS, one of the changes in the report was to reallocate the Sheboygan County representatives of the Eastern Shores Library System Governing Board from two (2) members of participating local library boards to three (3) members, and from five (5) members at-large to four (4) members;

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

Section 1. Amending Participating Membership. Section 80.03(a) of the Sheboygan County Code of Ordinances is hereby amended as follows:

(a) Membership. Sheboygan County membership of the Board shall be composed of nine (9) members, including one (1) member from the County Board, one (1) member from the governing board of the resource library, ~~two~~ (2)three (3) members of participating local library boards, and ~~five~~ (5)four (4) members-at-large.

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

Respectfully submitted this 18th day of August, 2015.

EXECUTIVE COMMITTEE

Roger L. Te Stroete, Chairperson

Thomas Wegner, Vice-Chairperson

William C. Goehring, Secretary

George Marthenze

Edward J. Procek

Opposed to Introduction:

Countersigned by:

Roger Te Stroete, Chairperson

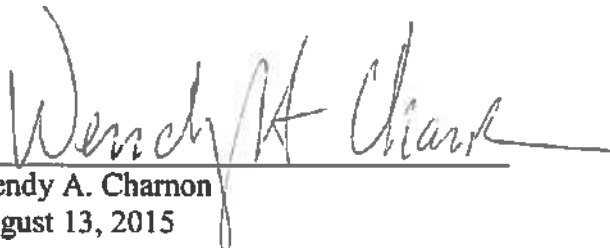
FISCAL NOTE
August 2015

**Resolution No. 09 (2015/16) Re: Entering into Water Main Conveyance Agreement
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Wendy A. Charnon
August 13, 2015