NOTICE OF MEETING

SHEBOYGAN COUNTY BOARD OF SUPERVISORS

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

TUESDAY, September 15, 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 AUGUST 18, 2015 JOURNAL

CONSIDERATION OF APPOINTMENTS BY EXECUTIVE COMMITTEE

Health & Human Services

Henry Nelson, 1926 Settlement Trail, Sheboygan (To fill the unexpired term of Kris Wheeler through April 18, 2016)

Property

Henry Nelson, 1926 Settlement Trail, Sheboygan (To fill the unexpired term of Kris Wheeler through April 18, 2016)

PRESENTATIONS

Sharon Abel, LTC – Inmate Art Exhibit Series: Windows of Black & White Chris Lewinski, Information Technology Director – Ring of Fiber Project Overview

PUBLIC ADDRESSES

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

LETTERS, COMMUNICATIONS AND ANNOUNCEMENTS

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

POSTED 09.11.15 4:45 PM

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. 07 (2015/16) Re: 2016 Five-Year Capital Plan

Committee Recommendation: Adopt

Signed in Opposition: None

Resolution No. 09 (2015/16) Re: Entering into Water Main Conveyance Agreement with

City of Sheboygan and Sheboygan Water Utility

Committee Recommendation: Adopt

Signed in Opposition: None

CONSIDERATION OF COMMITTEE REPORTS - FINANCE COMMITTEE

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

Compensation

Committee Recommendation: Adopt

Signed in Opposition: None

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

System Board

Committee Recommendation: Enact

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. 10 (2015/16) Re: Authorizing County Aid for Bridge/Culvert Construction in

the Town of Wilson

Resolution No. 11 (2015/16) Re: Waiving Rights in Red Cross Building and Parcel

CONTEMPLATED ACTION: Pursuant to County Board Rule 2.13, this Resolution

will be on the floor for immediate action.

Resolution No. 12 (2015/16) Re: Adoption of the Sheboygan County Comprehensive

Outdoor Recreation & Open Space Plan 2015

Committee Recommendation: Adopt

Signed in Opposition: None

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. 08 (2015/16) Re: Amending Capital Bonding Limitation Ordinance

ADJOURNMENT

Respectfully submitted this 11th day of September, 2015.

JON DOLSON, COUNTY CLERK

NOTES:

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

Please turn in your budget books at the meeting if you have not already done so.

The Legislative Breakfast will be held on October 12, 2015 at 8:00 A.M. at the Fountain Park Family Restaurant.

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

The Town's Association meeting will be held on October 16, 2015 at 7:30 PM at the Town of Holland.

Persons with disabilities needing assistance to attend or participate are asked to notify the County Cterk'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

August 18, 2015

Pursuant to Wis. Stat. § 59.11, the August 18, 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 August 14, 2015 at 3:15 p.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 Ogea and Ziegelbauer; Vacant: 1, District #6.

Supervisor Winkel moved for approval of the July 21, 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 appointment by the Chairperson of **Henry Nelson** to the County Board, District #6 to fill the vacancy created by the resignation of Kris Wheeler.

Supervisor Winkel moved to concur with the appointment. The motion was seconded by Supervisor Glavan and carried on unanimous roll call vote of the board.

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

ADRC Governing Committee (Reappointments)

Terese Gessler, John Van Der Male, Mary Nowacki

Communications Council

Christopher Lewinski (Representing-County Information Technology Department)

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

PRESENTATIONS

Bryan Grunewald, Schenck SC - 2014 Financial Statements power point presentation.

LETTERS AND COMMUNICATIONS

The Clerk presented a resolution from the Outagamie County Board of Supervisors in support of the proposed legislation relating to child welfare and juvenile justice workers. By Chairperson referred to the Health & Human Services Committee.

COUNTY ADMINISTRATOR'S REPORT

County Administrator Adam Payne thanked Bryan Grunewald from Schenck for his report on the 2014 County financial statements. Mr. Payne acknowledged the Airport, Health & Human Services, Highway and Sheriff's Department for their key role and responsibilities associated with the PGA event, and introduced Areka Spencer, the WHBL News Director. Mr. Payne provided a brief status report on the 2016 budget development, and acknowledged Mary Wegmann and Wendy Charnon for all their work on the budget process. Mr. Payne concluded

with a discussion of the proposed 5-year capital plan, significant capital budget requests, and the Finance Committee's recommendations.

COMMITTEE REPORTS

The Clerk read the report of the Executive Committee regarding Resolution No. 05 (2015/16) Authorizing Intergovernmental Cooperative Agreement to Build and Operate a "Ring of Fiber" System recommending adoption.

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

The Clerk read the report of the Finance Committee regarding Resolution No. 06 (2015/16) Authorizing Purchase of Vacant Land for Highway Shed Consolidation recommending adoption.

Supervisor Glavan moved to adopt the resolution. Supervisor Winkel seconded the motion.

Supervisor Baumgart moved to refer the resolution to the Planning, Resources, Agriculture & Extension Committee for further consideration. The motion was seconded by Supervisor Uraynar and was defeated on roll call vote of the board of Ayes: 1, Supervisor Baumgart; Noes: 21; Absent: 2, Supervisors Ogea, and Ziegelbauer; Vacant: 1, District #6.

Resolution No. 06 was adopted on roll call vote of the board of Ayes: 21; Noes: 1, Supervisor Baumgart; Absent: 2, Supervisors Ogea, 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 enactment.

Supervisor Epping moved to enact the ordinance. The motion was seconded by Supervisor Koch and carried on unanimous roll call vote of the board.

The Clerk read the report of the Law Committee regarding Ordinance No. 06 (2015/16) Establishing Speed Zone on County Road "FF" (Town of Rhine) and County Road "D" (Town of Sherman) recommending enactment.

Supervisor Winkel moved to enact the ordinance. Supervisor Epping seconded the motion which carried on roll call vote of the board of Ayes: 21; Noes: 1, Supervisor Bemis; Absent: 2, Supervisors Ogea, and Ziegelbauer; Vacant: 1, District #6.

(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. 07 (2015/16) Re: 2016 Five-Year Capital Plan referred to the Executive Committee.

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

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

Ordinance No. 07 (2015/16) Re: Changing Composition of Eastern Shores Library System Board referred to the Finance Committee.

ADJOURNMENT

Supervisor Bemis moved to adjourn to 6:00 p.m. on Tuesday, September 15, 2015. Supervisor Winkel seconded the motion which carried on unanimous roll call vote of the board. The meeting was adjourned at 7:20 p.m.



SHEBOYGAN COUNTY

Roger L. Te Stroete
County Board Chairman

TO THE HONORABLE MEMBERS OF THE SHEBOYGAN COUNTY BOARD:

We, the Executive Committee, do hereby submit for your confirmation the following appointments as a result of the resignation of Supervisor Kris Wheeler:

Health & Human Services

Henry Nelson, 1926 Settlement Trail, Sheboygan, Wi 53081 (to fill the unexpired term of Kris Wheeler through April 18, 2016)

Property

Henry Nelson, 1926 Settlement Trail, Sheboygan, WI 53081 (to fill the unexpired term of Kris Wheeler through April 18, 2016)

Respectfully submitted this 15th day of September, 2015.

EXECUTIVE COMMITTEE

Roger Te Stroete, Chairman

William Goehring, Secretary

Thomas Wegner, Vice-Chairman

George Marthenze, Member

Ed Procek, Member

COMMITTEE REPORT TO THE COUNTY BOARD

WE, THE _		EXECUTIVE		COMMITTEE	
TO WHOM	WAS REFERRED RI	ESOLUTION NO	0:07	,	
RE: 2016 Fix	ve-Year Capital Plan				
HAVE CONSID	ERED THE SAME AN	ND RECOMMEN	îD:		
	ADDITIONAL TIME E	BE GRANTED TO	O CONSIDER	THE MATTER	
	THE RESOLUTION E				
	FILING WITH THE C AMENDING THE RE		FOLLOWS:		
RESPECTFULI	LY SUBMITTED THIS	315th	DAY OF	September 2015	
	EXE	CUTIVE CON	MITTEE		
OPPOSED TO	O THE REPORT:		CONCURR	ING IN THE REPORT:	•
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SHEBOYGAN COUNTY RESOLUTION NO. 07 (2015/16)

Re: 2016 Five-Year Capital Plan

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 Finance Committee has considered the capital projects of \$100,000.00 or more included in the budget requests of the Liaison Committees and has placed each project which it endorses into the upcoming budget year or into any budget year for the following four (4) years of the Five-Year Capital Plan, and

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

NOW, THEREFORE, BE IT RESOLVED, that the attached Exhibit A be adopted as the Five-Year Capital Plan for Sheboygan County and that pursuant to Section 5.06(b)(6) of the County Code of Ordinances, that portion of the Five-Year Capital Plan as adopted by the Board at its September meeting which identifies the capital projects approved for the upcoming budget year shall constitute the capital projects portion of the full budget for 2016.

Respectfully submitted this 18th day of August, 2015.

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Thomas Wegner, Secretary		William C. Goehr	ing O Josma	
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	Opposed to Inti	oduction:		

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

COMMITTEE REPORT TO THE COUNTY BOARD

WE,	THE E	XECUTIVE	<u> </u>	COMMI	ITTEE
Т	O WHOM WAS REFERRED RES	SOLUTION NO	D: <u>09</u>		
RE:	Entering into Water Main Con and Sheboygan Water Utility	veyance Agre	eement with C	ity of Sheboyga	n
HAVE	E CONSIDERED THE SAME AND	RECOMMEN	1D:		
	ADDITIONAL TIME BE THE RESOLUTION BE FILING WITH THE CL AMENDING THE RES	E ADOPTED ERK		THE MATTER	
RESF	PECTFULLY SUBMITTED THIS	15th	DAY OF	September	2015
	EXEC	UTIVE COI	MMITTEE		
OPP	OSED TO THE REPORT:		CONCUR	RING IN THE RE	EPORT:
ROG	ER L. TE STROETE	_	ROGER L.	TE STROETE	324120
THOI	MAS WEGNER	_	THOMAS V	VEGNER	
WILL	IAM C. GOEHRING	_	WILLIAM	GOEHRING	
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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.

James Dam	PROPERTY COMMITTEE
James P. Glavan, Chairperson	Thomas V. Epping, Vice-Ondirperson
Secretary	Brian Hilbelink
	Robert Ziegelbauer
	Opposed to Introduction:

WATER MAIN CONVEYANCE AGREEMENT

THIS AGREEMENT is made this 22 nd day of May, 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. <u>Water Main Extension Construction Plans Approved</u>. 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.
- Construction to be Financed by Cost-Advancement. 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. <u>Water Service to Unincorporated Areas Prohibited</u>. 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. <u>Village of Kohler Wholesale Water Agreements</u>. 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. <u>Term.</u> 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. <u>Enforcement of Agreement</u>. 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. <u>Miscellaneous</u>.

- (a) <u>No Joint Venture</u>. 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) <u>Waiver</u>. 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) <u>Heirs. Successors in interest, and Assigns</u>. 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) <u>Headings</u>. 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) <u>Governing Law.</u> 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) <u>Severability</u>. 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) <u>Modifications</u>. 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) <u>Covenants Running With the Land</u>. 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) <u>Notices</u>. 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) <u>Entire Agreement</u>. 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.
- (I) <u>Force Majeure</u>. 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) <u>Authority</u>. The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.
- (n) <u>Consents</u>. 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:

CITY

SHEBOXGAN COUNTY

Rv.

Adam N. Payne County Administrator CITY OF SHEBOYGAN

Michael J/ Vandersteen, Ma

Susan Richards, City Clerk

UTILITY

SHEBOYGAN WATER UTILITY

Gerald Van de Kreeke, President

Board of Water Commissioners

Joe R. Trueblood, R.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 (herelnafter "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

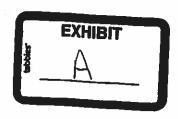
WHEREAS, the County proposes to construct, at its cost, a twelve inch (12") water main extension within the Union Avenue right-of-way, which is located within the municipal boundaries of the Village of Kohler, commencing at South Taylor Drive, then proceeding westerly to Campus Drive, then in a northerly 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:



- 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.
- 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.
- 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.

Thomas R. Schnettler

Village President

ATTEST:

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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.

	S WHEREOF, COUNTY has hereunto set COUNTY's hand and seal this, 2015.
COUNTY:	SHEBOYGAN COUNTY
	By:
	nain 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

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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

COMMITTEE REPORT TO THE COUNTY BOARD

WE,	THE	-INANCE		COMM	ITTEE
Т	O WHOM WAS REFERRED RES	OLUTION N	O: <u>08</u>		
RE:	Reauthorization of Self-insurar	nce Status f	or Worker's C	ompensation	
HAVE	E CONSIDERED THE SAME AND	RECOMMEN	ND:		
	ADDITIONAL TIME BE		O CONSIDER	THE MATTER	
	THE RESOLUTION BE FILING WITH THE CLE				
	AMENDING THE RESO		FOLLOWS:		
RESI	PECTFULLY SUBMITTED THIS	15th	DAY OF	September	2015
	FINAN	NCE COM	MITTEE		
<u>OPP</u>	OSED TO THE REPORT:		CONCUR	RING IN THE RE	EPORT:
				Wega	20
GRE	G WEGGEMAN		GREG WE	GEEMAN	
GEO	RGE MARTHENZE	•	GEORGE A	MARTHÉNZE	1
			-	we	n
THO	MAS WEGNER		THOMAS V	VEGNER /	
AL B	OSMAN		AL BOSMA	N 1	7
		_	Wilho	mc-Lo	elvery
WILL	IAM C. GOEHRING		WILLIAM C	. GOEHRING	(1

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
Low Lang	Kuch Rober
Fran Damp, Chairperson U	Keith Abler, Vice-Chalrperson
EdwarPu	Bundelleke
Edward J. Procek, Secretary	Brian Hilbelink
	Bluenan
	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

COMMITTEE REPORT TO THE COUNTY BOARD

WE,	THE	FINANCE		COMMITTEE
	TO WHOM WAS REFERRED	ORDINANCE NO	D: <u>07</u>	
RE:	Changing Composition of	Eastern Shores	Library Syst	em Board
HAV	E CONSIDERED THE SAME	AND RECOMMEN	ID:	
	ADDITIONAL TIME THE ORDINANCE FILING WITH THE AMENDING THE	BE ENACTED CLERK		THE MATTER
RES	PECTFULLY SUBMITTED TH	IIS <u>15th</u>	_DAY OF _	September 2015
	FI	NANCE COMI	MITTEE	
<u>OPF</u>	POSED TO THE REPORT:		CONCUR	RING IN THE REPORT:
GRE	G WEGGEMAN		GREG WE	SGEMAN A
GEC	PRGE MARTHENZE		GEORGE	MARTHENZE
THO	MAS WEGNER		THOMAS V	VEGNER
AL B	BOSMAN		AL BOSMA	N Lochreur
WILI	LIAM C. GOEHRING		WILLIAM C	GOEHRING

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SHEBOYGAN COUNTY ORDINANCE NO. <u>07</u> (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. <u>Amending Participating Membership</u>. 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. <u>Effective Date</u>. The herein Ordinance shall take effect upon enactment.

Respectfully submitted this 18th day of August, 2015.

Roger L. Te Stroete, Chairperson Williams Column	Thomas Wegner, Vige-Chairperson
William C. Goehring, Secretary Opposed to	Edward J. Procek Introduction:
Countersigned by:	
Roger Te Stroete, Chairperson	

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 RESOLUTION NO. ______(2015/16)

Re: Authorizing County Aid for Bridge/Culvert Construction in the Town of Wilson

WHEREAS, state law requires that when Town Boards petition the County Board for bridge or culvert construction aid, the County is required to provide County aid in the amount provided by the statutes [Wis. Stat. § 82.08, Stats.], and

WHEREAS, the following Towns have filed petitions for aid in the construction of bridges:

Town	Culvert or Bridge	Funds Provided by Town	County Aid Required
Wilson	Sauk Trail Road Culvert	\$3,100.00	\$3,100.00
TOTAL CO	UNTY AID REQUIRED		\$3,100.00

NOW, THEREFORE, BE IT RESOLVED, that the Sheboygan County Board does hereby appropriate the sum of \$3,100.00 to defray Sheboygan County's share of the above projects.

BE IT FURTHER RESOLVED that a tax be levied as part of the 2016 County tax levy, but only upon such property in the County as authorized by law.

Respectfully submitted this 15th day of September, 2015.

TRANSPORTATION COMMITTEE

Richard C. Bemis, Chairperson	Mark S. Winkel, Vice-Chairperson
Charles W. Conrardy, Secretary	James P. Glavan
	Jacob Van Dixhorn
Oppos	sed to Introduction:

FISCAL NOTE

Re: Authorizing County Aid for Bridge/Culvert Construction in the Town of Wilson

This resolution, if adopted, will appropriate \$3,100 for the purpose of bridge aid. The tax levy associated with bridge aid will be included in the Highway Department budget.

State statute provides that the County levy a bridge aid tax for its share of the cost of construction and repair of bridges located in towns, as requested by the towns, and to apportion the bridge aid tax only to the towns. Cities and villages are not assessed any portion of the bridge aid tax.

Funding:

The expenditure and an offsetting revenue will be included as part of the 2016 Budget process.

This levy is excluded from the levy limit calculation.

Wendy A. Charnon September 4, 2015

Sheboygan County Corporation Counsel

2124 Kohler Memorial Drive - Suite 110 · Sheboygan, WI 53081-3174

Telephone: (920) 459-3093

Facsimile: (920) 457-8411

Memo

To:

Sheboygan County Board of Supervisors

From:

Attorney Carl K. Buesing / Carl K. Buesing

Subject:

Resolution - Red Cross Property

Date:

September 10, 2015

Supervisors:

In your packet you will find Resolution No. 11 (2015/16) regarding the sale of the Red Cross building on Erie Avenue in the City of Sheboygan. This is being introduced by the Finance Committee which reviewed it on September 9, 2015.

By way of background, I received a phone call on August 31, 2015, from a representative of the American Red Cross. He advised that his organization was selling their building on Erie Avenue and it was discovered that there was a right of refusal held by the County dating back to the late 1950s when Sheboygan County originally owned the property. He asked that the County release its interest so that the sale could go through by the end of September.

I explained that it would take County Board approval and that a Resolution introduced in September would ordinarily be referred to a Committee with a report and recommendation back to the October Board meeting. I advised that there is a process for "pulling" the Resolution for immediate action. He requested that the Board do so.

At last night's Finance Committee meeting, the Committee approved the referral of the Resolution at the September Board meeting, but the consensus was that in the absence of having more information about the purchaser's intent, the Committee did not want to endorse a "pull."

Today I had a phone conference with and received an e-mail from the buyer who provided additional information about the purchase and the need to "pull."

He advised that the property was being developed into a two tenant commercial office project. There will be an investment estimated to exceed \$500,000 and the goal is to close in September so that he may immediately commence some significant exterior and interior remodeling work prior to the colder temperatures, as well as to meet a tentative targeted occupancy date of January for the tenants.

Sheboygan County Board of Supervisors Re: Resolution – Red Cross Property Page 2 of 2

The title to the property is currently in the name of the Red Cross, and the sooner the transaction is completed, the sooner the property can be listed on the tax rolls for property tax assessment.

With this background, I hope that a Supervisor will move to "pull" this Resolution for immediate action as requested by the buyer and the seller.

If you need any further information, please feel free to contact me.

CKB/dh

ec:

Adam Payne Paul Weaver David Glass Greg Weggeman

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SHEBOYGAN COUNTY RESOLUTION NO. __//_ (2015/16)

Re: Waiving Rights in Red Cross Building and Parcel

WHEREAS, Sheboygan County used to own a parcel of real estate with a legal description as follows:

Commencing at the intersection of the East line of North 21st Street and the South line of State Highway 23 (Kohler Memorial Drive), in the East 1/2 of the Northwest 1/4 of Section 22, Township 15 North, Range 23 East, in the City of Sheboygan, Wisconsin, said point being the Northeast corner of Schreiber Subdivision; thence N89°51'E, 168.6 feet, along the South line of said Highway; thence S0°28'E, 191.9 feet, to the northerly line of Erie Avenue; thence S68°25'W, 183.85 feet, along the northerly line of Erie Avenue to the East line of North 21st Street, said point being the Southeast corner of Schreiber Subdivision; thence N0°11'E, 259.14 feet, along the East line of North 21st Street to the point of beginning; said tract being a part of the East 1/2 of the Northwest 1/4 of Section 22, Township 15 North, Range 23 East, in the City of Sheboygan, Wisconsin, and containing 0.87 acres of land,

and

WHEREAS, through the adoption of Resolution No. 22 (1960/61), the County Board approved the sale of the parcel to the Kettle-Moraine Council of the Boy Scouts of America for the construction of its headquarters and administration building for the sum of \$1.00, and

WHEREAS, Resolution No. 22 (1960/61) provided that if the Council was to sell the parcel, Sheboygan County would be given a first right of purchase for \$1.00 plus the value of the assessments and improvements thereon, and

WHEREAS, in 1998, the Council wanted to sell the parcel to the Sheboygan County Chapter of the American Red Cross and thus was required to offer the property first to Sheboygan County pursuant to the right of purchase provision, and

WHEREAS, the County Board, through the adoption of Resolution 33 (1997/98) waived its purchase rights but required that the rights to purchase survive to any subsequent sale by the Red Cross, and

WHEREAS, at this point, the Red Cross wishes to sell the parcel to a private third party, and Sheboygan County has no interest in purchasing the parcel itself, and it is in the public interest to allow the Red Cross to sell the parcel;

NOW, THEREFORE, BE IT RESOLVED that Sheboygan County approves the proposed ownership transfer of the parcel by the Red Cross and waives any further interest in the parcel.

49 50	and directed to sign any documents	D that the Chairperson and County Clerk are authorized which may be necessary to facilitate the transfer of title by
51 52	the Red Cross.	
53		
54	Respectfully submitted this 15	th day of September 2015
55	respectiony submitted and re	anday of deptember, 2015.
56		
57		FINANCE COMMITTEE
58		
59		
60		Gregory Weggeman, Chairperson
61 62		
02 22		Constant Marthage Martin Obstant
63 64		George Marthenze, Vice-Chairperson
65		
66		Thomas Wegner, Secretary
67		Thomas Wegner, Scoretary
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69		Al Bosman
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72		William C. Goehring
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FISCAL NOTE

Re: Waiving Rights in Red Cross Building and Parcel

This resolution, if adopted, approves the proposed ownership transfer of the Red Cross parcel and waives any residual County interest in the property.

FINANCIAL IMPACT

No funding is needed. However, in the event the County Board would not pass the resolution, and decide to exercise its right to purchase the parcel, the cost would be dependent on the value of the assessments and improvements. In 1997 property sold for \$140,000 so there would probably be a significant current value to the improvements. In addition there is at least \$1,179 in special assessment. Consequently, in order to exercise its right to purchase the County should expect to expend at a minimum the following:

Exercise right to purchase	\$1
1997 Assessed value of improvements	\$140,000
Value of special assessments	\$1,179

Wendy A. Charnon, Finance Director

September 10, 2015

SHEBOYGAN COUNTY RESOLUTION NO. /2 (2015/16)

Re: Adoption of the Sheboygan County Comprehensive Outdoor Recreation & Open Space Plan 2015

WHEREAS, the County Board, at approximately five year intervals, has adopted an updated of the Sheboygan County Comprehensive Outdoor Recreation & Open Space Plan (the Plan) prepared by its Planning and Conservation Department, and

WHEREAS, this Plan has again been updated, and the current draft (copies of which are on file in the County Clerk's Office and Planning & Conservation Department) is suitable for adoption as a broad, long-range plan to meet the outdoor recreation and open space needs of the County and the various municipalities located therein, and

WHEREAS, the adoption of the Plan qualifies the County and 27 of its 28 municipalities for eligibility to receive available state and federal financial grants in aid for outdoor recreation facility acquisition and development (the City of Sheboygan adopts its own separate plan), and

WHEREAS, the undersigned Committee recommends that the County Board adopt the 2015 Plan;

NOW, THEREFORE, BE IT RESOLVED that the Sheboygan County Comprehensive Outdoor Recreation & Open Space Plan 2015 be and the same is hereby adopted.

BE IT FURTHER RESOLVED that copies of the Plan be kept on file in the Office of the County Clerk and the County Planning & Conservation Department to be available for review and inspection by all interested parties.

Respectfully submitted this 15th day of September, 2015.

PLANNING, RESOURCES, AGRICULTURE, AND EXTENSION COMMITTEE*

person

"County Board members signing only

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FISCAL NOTE September 2015

Resolution No. 12 (2015/16) Re: Adoption of the Sheboygan County Comprehensive Recreation & Open Space Plan 2015

Funding:

No additional funding is required.

Wendy A. Charnon September 10, 2015

ORDINANCE NO. & (2015/16) SHEBOYGAN COUNTY

Re: **Amending Capital Bonding Limitation Ordinance**

WHEREAS, through the enactment of Ordinance No. 18 (2001/02) on October 23, 2001, the County Board provided that no annual budget could be adopted after 2002 which provided for capital project expenditures financed through Wis. Stat. § 67.05 bonding in excess of \$4,000,000.00 unless the Board, by a 2/3 vote, adopted a separate companion resolution approving bonding beyond the \$4,000,000.00 threshold, and

1

WHEREAS, through the enactment of Ordinance No. 8 (2004/05), the Board provided that the \$4,000,000.00 limit could be extended to \$8,000,000.00 over two annual budget periods, and

WHEREAS, at the time of the enactment of these provisions, interest rates charged to the County for borrowing were substantially higher than in the current economic climate, and

WHEREAS, at the time of the enactment of these provisions, the expenses to the County for materials for transportation-related capital projects were substantially lower than in the current economic climate, and

WHEREAS, the bonding restraints in these provisions have served the County well over the past 14 years, but since these provisions were premised on 14-year old economic conditions, the provisions need to be revised to conform to the current situation;

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

Section 1. Increasing Capital Bonding Limitation. Section 5.07(b) of the Sheboygan County Code of Ordinances is hereby amended as follows (additions indicated by redlining, deletions by strikeouts):

42

General Obligation Debt. After 2002, neNo budget may be adopted which provides for new capital project expenditures financed through bonds issued pursuant to Wis. § 67.05 in excess of FourFive Million Five Hundred Thousand Dollars (\$4,000,000.005,500,000.00) for current year expenditures and FourFive Million Five Hundred Thousand Dollars (\$4,000,000.005,500,000.00) for prior year expenditures not already financed

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FISCAL NOTE

Re: Amending Capital Bonding Limitation Ordinance

This ordinance, if adopted, increases the financing of new capital project expenditures from \$4,000,000 to \$5,500,000 per year. Attached are materials developed by our bond counsel Robert W. Baird & Co representing the two debt scenarios and the impact of each on the County's tax rate.

FINANCIAL IMPACT

The additional funding required will be included in the proposed 2016 Debt Service budget when presented to the County Board in October of 2015.

Wendy A. Charnon, Finance Director

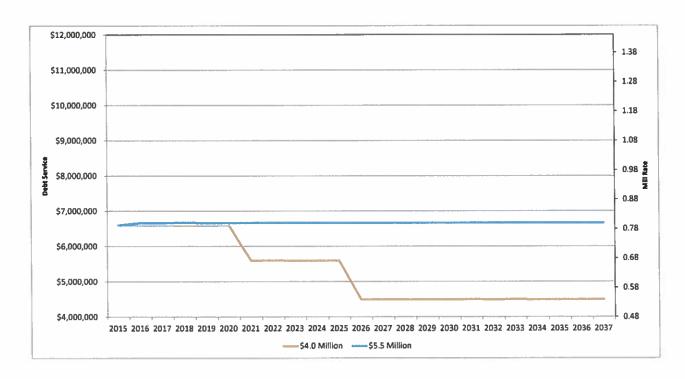
September 10, 2015



Sheboygan County

Hypothetical Long-Term Financing Plan





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Sheboygan County Example Long-Term Financing Plan

4	4	4	4	4	4	Projects to cover
2020	2019	2018	2017	2016	2015	\$4.0 Million

	2014 2015 2016 2017 2018 2019 2021 2022 2023 2024 2025 2026 2027 2026 2027 2028 2029 2030 2031 2033 2034	YEAR
	2015 2016 2017 2018 2018 2020 2021 2022 2023 2024 2025 2027 2028 2027 2028 2028 2029 2031 2033 2034 2035 2035 2036 2036 2036 2037	YEAR DUE
\$38,726,320	\$6,602,359 \$6,439,112 \$6,021,720 \$6,020,667 \$4,514,344 \$2,852,019 \$2,091,000 \$2,091,000	EXISTING NET DEBT SERVICE (A) Net of Bid Premium from 2014 Issue
\$8,000,000	\$100,000 \$385,000 \$230,000 \$970,000 \$985,000 \$1,035,000 \$1,035,000 \$1,035,000 \$1,035,000	PRINCIPAL (571)
\$1,296,613	\$164,988 \$197,400 \$191,250 \$179,250 \$139,800 \$114,225 \$82,725 \$50,325 \$16,950	\$8,000,000 G.O. PROM. NOTES Dated January 7, 2016 10-Year Amortization INTEREST BIO (\$18.1111) PREMI 11C= 2.40%
(\$98,136)	(\$98,136)	
\$9,198,476	\$166,851 \$562,400 \$421,250 \$1,149,250 \$1,144,800 \$1,144,800 \$1,147,725 \$1,147,725 \$1,146,950	TOTAL PRINCIPAL 8 INTEREST (B)
\$47,924,797	\$6,602,359 \$6,604,120 \$6,441,917 \$5,663,594 \$3,296,719 \$3,238,500 \$3,240,625 \$1,145,325 \$1,146,950	EXISTING DEBT NEW PRINCIPAL À INTEREST (A+B)
	0.05% -0.03% -2.46% -12.03% -29.43% -18.97% -0.06% -6.164% -0.14%	CHANGE
	\$0.79 \$0.79 \$0.79 \$0.68 \$0.39 \$0.39 \$0.39 \$0.14	MILL RATE (2)
\$73,703,300	\$160,000 \$2,505,900 \$2,505,900 \$2,506,200 \$2,366,200 \$2,366,400 \$4,458,200 \$4,458,400 \$4,498,400 \$4,498,400 \$4,498,400 \$4,498,300 \$4,498,300 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000	LEVY REDUCTION WITH NO FUTURE ISSUES (C)
	\$0.00 \$0.00 \$0.11 \$0.28 \$0.28 \$0.53 \$0.53 \$0.54 \$0.54 \$0.54 \$0.54 \$0.54 \$0.54 \$0.54 \$0.54 \$0.54 \$0.54 \$0.54 \$0.55	MILL RATE (2)
\$121,628,097	\$6,602,358 \$6,604,120 \$6,601,917 \$6,600,994 \$6,602,619 \$5,603,000 \$5,606,825 \$5,603,125 \$5,605,125 \$5,605,125 \$5,605,120 \$4,498,400 \$4,498,200 \$4,499,000 \$4,499,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000 \$4,500,000	EXISTING DEBT + FUTURE PRINCIPAL & INTEREST (A + B + C)
	0.05% -0.03% -0.03% -0.03% -0.02% -0.04% -0.04% -0.05% -0.07% -0.05% -0.05% -0.05%	ANNUAL
	\$0.79 \$0.79 \$0.79 \$0.79 \$0.67 \$0.67 \$0.67 \$0.67 \$0.67 \$0.67 \$0.54 \$0.55 \$0.54 \$0.54 \$0.54 \$0.54 \$0.54 \$0.54 \$0.55	MILL RATE (2)
	2015 2016 2016 2017 2018 2017 2020 2021 2022 2023 2024 2025 2026 2027 2028 2028 2028 2029 2030 2031 2034 2034 2035 2034 2036	

Future Issues consist of \$8,000,000 borrowings every other year amortized over 10 years at 4.00% beginning in 2018.
 Mill Rate based on 2014 and estimated 2015 Equalized Valuation (TID-OUT) of \$8,331,862,700 and \$8,380,543,700 with 0% annual growth.

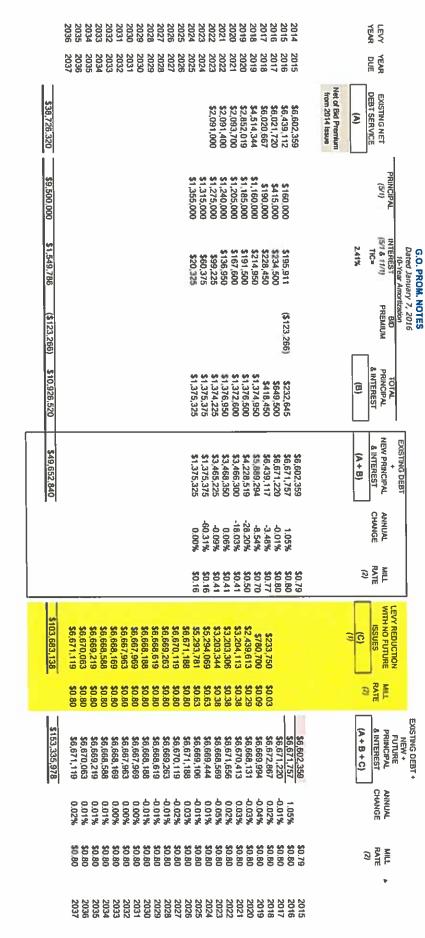
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Sheboygan County

Example Long-Term Financing Plan

Various	rojects to cover	5.5 Million
15 4		2015
5.5		2016
5.5		2017
5,5		2018
20.00		2019
5.5		2020
5.5		2021



Future Issues consist of \$11,000,000 borrowings every other year amortized over 10 years at 4.25% beginning in 2018.
 Mill Rate based on 2014 and estimated 2015 Equalized Valuation (TID-OUT) of \$8,331,862,700 and \$8,380,543,700 with 0% annual growth.



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