

**\*\*\*ATTACHMENTS\*\*\***

II

4.7

R. O. No. 280 - 13 - 14.

By BOARD OF MARINA, PARKS AND FORESTRY  
COMMISSION. February 19, 2014.

The Board of Marina, Parks & Forestry Commission met and discussed R. O. No. 212-13-14 regarding naming of the new Interurban Trail recently constructed with Non-Motorized Transportation Pilot Program funding and City/County funding from Pennsylvania Ave. to Martin Ave. The Commission recommends to the Public Works Committee that the trail be called "Sheboygan Trail".

P.W.

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II

Other Matters

8.4

R. O. No. 212 - 13 - 14. By DIRECTOR OF PLANNING & DEVELOPMENT.  
December 16, 2013.

Submitting a request from Chad Pelishek, Director of Planning & Development, requesting the Marina, Parks and Forestry Committee to make a recommendation to the Public Works Committee related to naming of the new Interurban Trail recently constructed with Non-Motorized Transportation Pilot Program funding and City/County funding from Pennsylvania Avenue to Martin Ave.

The County Planning and Land Conservation Department allowed residents to submit on-line requests for naming the trail. Approximately, 73 requests were made. City and County staff met to discuss and vote on each of the names until the top three names were chosen. They include:

1. Lake Spirit Trail: A combination of - "Spirit by the Lake" representing Sheboygan. Rail for the representation of the area being used to build the trail. Applicant states they grew up with the Chicago and Northwestern railroad train literally in their backyard. Now, the trail transformation is taking place there as well.
2. Shoreland 400: The name keeps with the history of the rail line in Sheboygan. The tracks were the route of the historic Northwestern passenger train service between Chicago and the twin cities- 400 miles in 400 minutes. This name seems to capture the geographic location near the Great Lakes as well as the connection to the railroad of the past. This name calls attention to the geographic location of the trail -near the Great Lakes - as well one of the finest C&NW passenger trains to operate over the trail route. Chicago and North Western Railway named the Shoreland 400, which always ran thru Sheboygan.
3. Sheboygan Trail: From purely a branding perspective, it makes sense to avoid cute and clever names. They carry baggage and often project a promise they cannot keep which ultimately devalues what's being named. It's far smarter to call it The Sheboygan Trail. From a tourism perspective, it helps draw bicycling enthusiasts. From an economic development perspective, it provides a new, unique and meaningful path upon which to expand economic development. From a local perspective, it creates a sense of pride in a repurposing a historic route for a new mission.

Marina, Parks & Forestry

The Sheboygan County, Planning, Land and Conservation Committee reviewed the names and recommended the City pick the name since the trail runs through the heart of the City. Therefore, I am asking the Marina, Park & Forestry Committee, Public Works Committee and Common Council to recommend and adopt the name of the trail the Sheboygan County Board of Supervisors will adopt the City's recommendation.

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DIR. OF PLANNING & DEV

THANKS ☺

Res. No. \_\_\_\_\_ - 13 - 14. By Alderperson Heidemann. March 3, 2014.

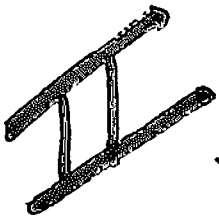
A RESOLUTION authorizing advertising for bids for the sanitary sewer relay of N. 6<sup>th</sup> St. from Euclid Ave. to approximately 160' to the south.

RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the sanitary sewer relay of N. 6<sup>th</sup> St. from Euclid Ave. to approximately 160' to the south, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



4.4

R. O. No. 159 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from Midlake Softball Organization in regards to the contract for the Wildwood Softball Complex.

*Pub. Wks.*

*Susan Richards*  
\_\_\_\_\_  
City Clerk

September 12<sup>th</sup>, 2013

To: Common Council, City of Sheboygan  
Fr: Midlake Softball Organization  
Re: Wildwood Softball Complex

Dear Council.

First of all we would like to thank you and DPW Committee for allowing us to hold our Summer's End Tournament at Wildwood Softball Complex this upcoming weekend.

The second reason for this letter is we understand that the contract between the City of Sheboygan and the Sheboygan Softball Association is up for renewal. Our Organization would also like the opportunity to negotiate with the City to run the softball program there next year.

We are in the process of finalizing our Constitution and By-Laws. We have already applied to the State of Wisconsin for the Non-stock organization and are waiting for the reply. We have our Federal ID Number and are working on getting the 501(c)3 status.

Our By-Laws, which should be finalized soon, include provisions that the Board of Directors include members from DPW, the Recreation Department, and someone from the Parks Department.

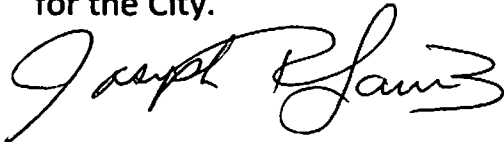
We would also submit monthly financial statements to the City along with our annual report that had to be filed with the IRS.

Further items we are going to include would be a 5 year plan for the Park for improvements. We understand that anything that we would do down there would need approval from the City. We would be willing to be responsible for the up keep of the park while using it during the summer that includes cutting grass,

cleaning of the facilities including the bathrooms and other general up keeping requirements. We already have some ideas on how to make the Park look better.

We are requesting that we be given a chance to talk to you before anything is decided for summer 2014 softball.

We appreciate your time for listening, and thank you. We are trying to improve the softball image for Sheboygan, and hopefully that would bring in more revenue for the City.

A handwritten signature in black ink that reads "Joseph Lamb". The signature is written in a cursive style with a large, stylized "J" and "L".

Joseph Lamb  
4010 North 30<sup>th</sup> Street  
Sheboygan, WI 53083-2009  
920-459-8722

III

4.3

Res. No. 133 - 13 - 14. By Alderperson Heidemann. February 3, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement between the City of Sheboygan, Town of Sheboygan, and County of Sheboygan, for the County Road LS relocation.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the Intergovernmental Cooperative Agreement between the City of Sheboygan, Town of Sheboygan, and County of Sheboygan, for the County Road LS relocation, a copy of which is attached hereto and incorporated herein.

Pub Wks.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**COUNTY ROAD "LS" RELOCATION**  
**INTERGOVERNMENTAL COOPERATIVE AGREEMENT**  
(City of Sheboygan – Town of Sheboygan – County of Sheboygan)

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; the **TOWN OF SHEBOYGAN** (Town), a municipal corporation with offices at 1512 North 40th Street, Sheboygan, Wisconsin 53081; and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** It is necessary for safety reasons to relocate the path of County Road "LS.". This will require removals from and additions to the county highway systems by Sheboygan County and Manitowoc County and removals from and additions to the street and road systems of the City of Sheboygan, the Towns of Sheboygan, Mosel and Centerville, and the Village of Cleveland, all as required under Wis. Stat. § 83.025. All of these transactions will require the coordination and the cooperation of the impacted communities and the adoption of jurisdictional transfer resolutions by their governing bodies. This Agreement is intended to memorialize the terms and conditions under which City, Town, Village, and County will be adopting their respective resolutions under Wis. Stat. § 83.025 to accomplish the relocations.

3. **EFFECTIVE DATE.** This Agreement shall become effective on the last date that the governing body of the last impacted community listed in Paragraph 2 adopts its resolution under Wis. Stat. § 83.025 and the provisions of all the jurisdictional transfer resolutions are approved by the Wisconsin Department of Transportation.

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

5. **RESPONSIBILITIES OF COUNTY (COUNTY ROAD "LS" FROM MAYFLOWER AVENUE TO EISNER AVENUE).**

A. In the spring of 2014, County shall pulverize and pave County Road "LS" from Mayflower Avenue to Eisner Avenue at County's cost in a manner satisfactory to City, with an expectation that the work performed shall last at least 20 years until major repaving is necessary provided it is properly maintained.

B. County shall adopt a Resolution in a form similar to **Exhibit A** removing County Road "LS" from Mayflower Avenue to Eisner Avenue from the county highway system.

C. Thereafter, County shall relinquish to City all transportation aids that it may subsequently receive for County Road "LS" from Mayflower Avenue to Eisner Avenue.

D. In the event City annexes all of the property adjacent to the current County Road "LS" from Mayflower Avenue to Eisner Avenue between 2014 and 2034, and in the event City decides to engage in a complete reconstruction after the complete annexation, County will contribute financially to the reconstruction in the amount to be agreed upon by County and City within 18 months prior to construction.

**6. RESPONSIBILITIES OF CITY (COUNTY ROAD "LS" FROM MAYFLOWER AVENUE TO EISNER AVENUE).**

A. City shall adopt a Resolution in a form similar to **Exhibit B** to add the current County Road "LS" from Mayflower Avenue to Eisner Avenue to the city street system.

B. City shall receive any transportation aids which may be available for the current County Road "LS" from Mayflower Avenue to Eisner Avenue, notwithstanding that portions of this road are within the Town.

C. Thereafter, City shall maintain and plow the current County Road "LS" from Mayflower Avenue to Eisner Avenue, notwithstanding that portions of this road are within the Town.

D. City shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required.

**7. RESPONSIBILITIES OF TOWN (COUNTY ROAD "LS" FROM MAYFLOWER AVENUE TO EISNER AVENUE).**

A. Town shall adopt a resolution in a form similar to **Exhibit C** to renounce any right or interest in making any portion of the current County Road "LS" from Mayflower Avenue to Eisner Avenue a part of the town road system.

B. Town shall assign to City any transportation aids which may otherwise be available to it for the current County Road "LS" from Mayflower Avenue to Eisner Avenue, as a result of portions of this road being within Town.

C. Town shall be relieved of any maintenance and plowing responsibilities for the current County Road "LS" from Mayflower Avenue to Eisner Avenue, notwithstanding that portions of this road are within Town.

D. Town shall cooperate with City in implementing any street name changes, street sign changes, or address changes that may be required.

**8. RESPONSIBILITIES OF COUNTY (COUNTY ROAD "LS" FROM EISNER AVENUE TO JAY ROAD).**

A. In the spring of 2014, County shall pulverize and pave County Road "LS" from Eisner Avenue to Jay Road at County's cost in a manner satisfactory to Town.

B. County shall deed by Quit Claim Deed to Town the wayside area depicted on the map attached hereto as **Exhibit D**.

C. County shall pave, at County's costs in a manner satisfactory to Town, the current gravel turnaround on the wayside area depicted on the map attached hereto as **Exhibit D**.

D. In the spring of 2014, County shall improve the surface of the bridge at County's cost in a manner satisfactory to Town, the bridge surface on the bridge

over the Pigeon River on the current County Road "LS" from Eisner Avenue to Jay Road.

E. County shall adopt a Resolution in a form similar to **Exhibit A** removing County Road "LS" from Eisner Avenue to Jay Road from the county highway system.

F. Thereafter, County shall relinquish to Town all transportation aids that it may subsequently receive for County Road "LS" from Eisner Avenue to Jay Road.

**9. RESPONSIBILITIES OF CITY (COUNTY ROAD "LS" FROM EISNER AVENUE TO JAY ROAD).**

A. City shall adopt a Resolution in a form similar to **Exhibit B** to renounce any rights or interest in making any portion of the current County Road "LS" from Eisner Avenue to Jay Road a part of the city street system unless all of the adjacent property is annexed into the City of Sheboygan.

B. City shall assign to Town any transportation aids which may be otherwise be available to it for the current County Road "LS" from Eisner Avenue to Jay Road as a result of portions of this road being within City.

C. City shall be relieved of any maintenance and plowing responsibilities on the current County Road "LS" from Eisner Avenue to Jay Road, notwithstanding that portions of this road are within City.

D. City shall cooperate with Town in implementing any street name changes, street sign changes, or address changes that may be required.

E. If City annexes all of the property adjacent to the current County Road "LS" from Eisner Avenue to Jay Road between 2014 and 2039, it shall agree to accept jurisdictional transfer and pass a Resolution of jurisdictional transfer of the current County Road "LS" from Town to City and shall pay compensation to Town in the amount of Three Hundred Twenty-five Thousand Dollars (\$325,000.00), except that for every year between 2014 and 2039 that is completed before the annexation of all of the adjacent properties to the road and the jurisdictional transfer, the Three Hundred Twenty-five Thousand Dollars (\$325,000.00) will be reduced by Thirteen Thousand Dollars (\$13,000.00) per complete year.

**10. RESPONSIBILITIES OF TOWN (COUNTY ROAD "LS" FROM EISNER AVENUE TO JAY ROAD).**

A. Town shall adopt a Resolution in a form similar to **Exhibit C** to add the current County Road "LS" from Eisner Avenue to Jay Road as part of the town road system.

B. Town shall receive any transportation aids which may otherwise be available to it for the current County Road "LS" from Eisner Avenue to Jay Road, notwithstanding that portions of this road are within City.

C. Town shall maintain and plow the current County Road "LS" from Eisner Avenue to Jay Road, notwithstanding that portions of this road are within City.

D. Town shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required.

**11. RESPONSIBILITIES OF COUNTY (COUNTY ROAD "LS" FROM JAY ROAD TO PLAYBIRD ROAD).**

A. In the spring of 2014, County shall pulverize and pave County Road "LS" from Jay Road to Playbird Road at County's cost in a manner satisfactory to Town.

B. County shall adopt a Resolution in a form similar to **Exhibit A** removing County Road "LS" from Jay Road to Playbird Road from the county highway system.

C. Thereafter, County shall relinquish to Town all transportation aids that it may subsequently receive from County Road "LS" from Jay Road to Playbird Road.

**12. RESPONSIBILITIES OF TOWN (COUNTY ROAD "LS" FROM JAY ROAD TO PLAYBIRD ROAD).**

A. Town shall adopt a Resolution in a form similar to **Exhibit C** to add the current County Road "LS" from Jay Road to Playbird Road as part of the town road system.

B. Town shall receive any transportation aids which may otherwise be available to it for the current County Road "LS" from Jay Road to Playbird Road.

C. Town shall maintain and plow the current County Road "LS" from Jay Road to Playbird Road, notwithstanding that portions of this road are within City.

D. Town shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required.

**13. RESPONSIBILITIES OF TOWN (DAIRYLAND DRIVE FROM STATE HIGHWAY 42 TO PLAYBIRD ROAD).**

A. Town shall adopt a Resolution in a form similar to **Exhibit C** removing Dairyland Drive from State Highway 42 to Playbird Road from the town road system.

B. In the spring of 2014, Town, at Town's cost, shall hire County to rubblize, gravel, and pave Dairyland Drive from State Highway 42 to Playbird Road.

C. Town shall relinquish to County all transportation aids that it may hereafter receive for Dairyland Drive from State Highway 42 to Playbird Road.

D. Town shall cooperate with County in implementing any street name changes, street sign changes, or address changes that may be required.

**14. RESPONSIBILITIES OF COUNTY (DAIRYLAND DRIVE FROM STATE HIGHWAY 42 TO PLAYBIRD ROAD).**

A. County shall adopt a Resolution in a form similar to **Exhibit A** to add the current Dairyland Drive from State Highway 42 to Playbird Road as part of the county highway system.

B. County shall receive any transportation aids which may be available for the current Dairyland Drive from State Highway 42 to Playbird Road.

C. County shall maintain and plow the current Dairyland Drive from State Highway 42 to Playbird Road.

D. County shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required.

**15. 2013 WISCONSIN ACT 49.** This Agreement is intended to be part of the process for implementation of 2013 Wisconsin Act 49 and it is to be interpreted consistent with the goals and objectives of 2013 Wisconsin Act 49. Any funds required to be transferred hereunder shall be transferred as soon as practical based on when work was performed and when funds were received.

**16. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE.** City, Town, and County agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will 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. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the state Circuit Court does not have jurisdiction over a matter in dispute.

**17. LIABILITY FOR CERTAIN DAMAGES.** Neither party shall be liable to the other 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. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from cause beyond such party's reasonable control.

**18. HOLD HARMLESS; INDEMNIFICATION.** Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

**19. 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.

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

Approved by the parties by the following authorized representatives:

**CITY OF SHEBOYGAN**

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

**TOWN OF SHEBOYGAN**

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

**SHEBOYGAN COUNTY**

By: \_\_\_\_\_  
County Board Chairperson

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date Signed

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