

*****ATTACHMENTS*****

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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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.

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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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City of Sheboygan

828 Center Ave, Suite 205
Sheboygan, WI 53081
Telephone No. 920-459-3371

INVOICE

Invoice Date	Invoice No.
01/27/2014	3570
Customer Number	
1043	
Invoice Total Due	
\$385.36	
Payment Terms	
NET 30 DAYS	

SALDIVAR-PULOS, NICHOLAS
713 N 15TH ST
SHEBOYGAN, WI 53081

Description	Original Bill	Adjustment	Paid	Amount Due
SALARIES	\$220.46	\$0.00	\$0.00	\$220.46
FRINGES	\$92.91	\$0.00	\$0.00	\$92.91
MATERIALS	\$59.09	\$0.00	\$0.00	\$59.09
EQUIPMENT RENTAL	\$12.90	\$0.00	\$0.00	\$12.90
REPLACE SIDING AT VETERANS PARK 6/10/13				

915278

Please put Invoice Number on your check.
Make Checks Payable to: City of Sheboygan

Invoice Total:

\$385.36

NICHOLAS 1/30/14
414-430-3968

Duplicate

CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS

6/10/2013

Attention Of: BRIEN MEULBROECK

Work Order No. 95278

Subject: REPLACEMENT OF SIDING DUE TO
VANDALISM

Bill To: PENDING 1043

Date Authorized: 0-60-2013

Account No. Labor 101-503100-510101-95278

Equipment 101-503100-520904-95278

Materials 101-503100-520425-95278

Comments: C1310943

Loc Codes: 5400

REPORT OF DAMAGE TO CITY-OWNED PROPERTY

Property Damaged Exterior basement wall

Location Neds Park, 2300 Union w
Nicholas

Person Responsible Saldívar-Pulos dob 6.2.85

Address 713 n. 15th
414

Phone 430.3968 Insurance Company n/a

Case Number C13.10942 Officer Vigilante

Date 6.10.13 SPD-39

Revised 03-14-96

Copy Distribution: White - DPW; Canary - Finance; Manila - Police Dept.

95278

RECEIVED DEC 02 2013

Authorizing Signature Joe Kae

Date Work Started _____

Foreman / Supervisor Signature:

Date Work Completed 11-22-13

Brien Meulbroeck

CLOSED WORK ORDERS

01/22/14

WORK ORDER : 95278
DATE INITIATED : 06/10/2013

EQUIPMENT NUMBERS
EQUIPMENT : 101-503100-520904
LABOR : 101-503100-510101
MATERIALS : 101-503100-520425

PENDING
VANDALISM-REPLACE SIDING
VETERANS PARK 6/10/13

QUANTITY	DATE	ITEM	RATE	AMOUNT	TOTAL
EQUIPMENT					
3.00	HR 06/14/13	M010 GMC 1 TON STEP VAN	4.30	12.90	0
				12.90	
LABOR					
3.00	HR 06/14/13	Billmann, D	35.05	105.17	0
3.00	HR 06/14/13	Klemme, J	38.43	115.29	0
		FRINGE SUBTOTAL		.00	
		LABOR SUBTOTAL		220.46	
				220.46	
MATERIALS					
1.00	GA 10/01/13	DURATION SA DEEPBS	59.09	59.09	0
				59.09	
		GRAND TOTAL		292.45	

FRINGE 92.91
385.36

01/22/2014
08:10:58

CITY OF SHEBOYGAN - LIVE
FLEXIBLE PERIOD REPORT

FROM 2012 01 TO 2014 01

JOURNAL DETAIL 2012 1 TO 2013

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
95278 PENDING-REPLACE SIDING VETS PARK							
<hr/>							
10153006 PARK DEPT - VANDALISM							
10153006 510111 95278 FULL TIME SALARIES -	0	0	0	220.46	.00	-220.46	.0%
2013/07/000025 07/05/2013 PRJ	220.46 REF PAY14				WARRANT=070513 RUN=1 BIWEEKLY		
10153006 510310 95278 FICA	0	0	0	16.01	.00	-16.01	.0%
2013/07/000025 07/05/2013 PRJ	16.01 REF PAY14				WARRANT=070513 RUN=1 BIWEEKLY		
10153006 510320 95278 WI RETIREMENT FUND	0	0	0	14.66	.00	-14.66	.0%
2013/07/000025 07/05/2013 PRJ	14.66 REF PAY14				WARRANT=070513 RUN=1 BIWEEKLY		
10153006 510340 95278 HEALTH INSURANCE	0	0	0	62.24	.00	-62.24	.0%
2013/07/000025 07/05/2013 PRJ	62.24 REF PAY14				WARRANT=070513 RUN=1 BIWEEKLY		
10153006 524110 95278 BUILDING EXTERIOR MA	0	0	0	59.09	.00	-59.09	.0%
2013/10/000221 10/31/2013 GNI	59.09 REF IGC348				NON-STOCK		
10153006 528150 95278 VEHICLE RENTAL	0	0	0	12.90	.00	-12.90	.0%
2013/06/000283 06/30/2013 GNI	4.30 REF IGC329				EQUIPMENT RENTAL CHARGES		
2013/06/000303 06/30/2013 GEN	8.60 REF IGC329				EQUIPMENT RENTAL		
TOTAL PARK DEPT - VANDALISM	0	0	0	385.36	.00	-385.36	.0%
TOTAL PENDING-REPLACE SIDING VETS PA	0	0	0	385.36	.00	-385.36	.0%
TOTAL EXPENSES	0	0	0	385.36	.00	-385.36	