

TOWN OF SHERMAN BOARD OF SUPERVISORS
 OFFICIAL PROCEEDINGS OF THE MONTHLY MEETING
 Silver Creek Fire Department/Town of Sherman Office
 W6566 State Highway 144
 Tuesday, December 6, 2016 7:00 PM

1. **CALL TO ORDER:** Town Chairman William Goehring called to order the Board of Supervisors Monthly Meeting at 7:00 pm at the Silver Creek Fire Department. The meeting was held in compliance with the open meeting law having been posted on the town website and the Silver Creek Fire Department, and published in The Sounder. Some items may have been taken out of agenda order as announced at the start of the meeting. Some items may have been taken out of agenda order as announced at the start of the meeting.
2. **PLEDGE OF ALLEGIANCE:** Chair Goehring led the attendees in the Pledge of Allegiance.
3. **ROLL CALL:**
Members Present: Town Chairman William Goehring; Town Supervisors Robert Boehlke, James Fahney, Kris Klein and Pat Horne
Members Absent: none
Others Present: Clerk/Treasurer Rhonda Klatt, Engineer Mitchell Leisses, Resident James Schulz and Reporter Rodney Schroeter.
4. **APPROVAL OF MINUTES:** Motion by Fahney, seconded by Klein, all voting in favor to approve the minutes from the November 6, 2016 regular monthly meeting, motion carries.
5. **APPROVAL OF FINANCIAL REPORT:** Motion by Klein, seconded by Horne, all voting in favor to approve the financial report as presented, motion carries.

Account Balances as of November 28, 2016

#10-0038	General Fund / Checking	\$	109,556.90
#10-0310	Tax & Dog Collections	\$	1,556.52
LGIP # 1	Capital Improvement	\$	23,711.94
LGIP # 2	Tax Collection	\$	100.52
LGIP # 3	Union Cemetery	\$	3,159.40
LGIP #4	Revaluation	\$	20,051.06
LGIP # 5	Highways & Roads	\$	499,182.44
LGIP #6	Highway Maintenance	\$	0.00

6. **APPROVAL OF PAYMENT OF BILLS:** Motion by Horne, seconded by Klein, all voting in favor to approve the payment of bills as presented, total \$44,515.38, motion carries.

Date	Num	Name	Memo	Paid Amount
12/13/2016		National Exchange Bank & Trust	4th Qtr Withholding tax	-2,242.21
12/13/2016		Wisconsin Depart. of Revenue (PR)	4th Qtr Withholding Tax	-191.94
12/06/2016	6194	Dennis J Hartwig	Payroll	-101.82
12/06/2016	6195	James E Fahney	Payroll	-196.24
12/06/2016	6196	Kristian Klein	Payroll	-196.24
12/06/2016	6197	Michael Paape	Payroll	-92.13
12/06/2016	6198	Patricia Horne	Payroll	-196.24
12/06/2016	6199	Rhonda J Klatt	Payroll	-1,392.05
12/06/2016	6200	Robert E Boehlke	Payroll	-196.24
12/06/2016	6201	William C Goehring	Payroll	-348.57

11/16/2016	6202	Rhonda Klatt	Late Dog Fees, Plan Comm, BOR, BOA	-536.00
11/16/2016	6203	William Beverly	2016 Plan Commission	-136.00
11/16/2016	6204	Brett Schulz	2016 Plan Commission	-24.00
11/16/2016	6205	James Fahney	2016 Plan Commission	-36.00
11/16/2016	6206	James Ellis	2016 Plan Commission	-12.00
11/16/2016	6207	David Heidel	2016 Plan Commission	-12.00
11/16/2016	6208	James Schulz	2016 Plan Commission	-36.00
12/06/2016	6209	Advanced Disposal	October Trash & Recycle Hauling	-1,395.68
12/06/2016	6210	Associated Appraisal	Nov & Dec Professional Services	-1,679.40
12/06/2016	6211	Carol Voeks	Nov 2016 Training, Ballot Test, Election	-209.00
12/06/2016	6212	Dawn Boehlke	Nov 2016 Training, Ballot Test, Election	-163.00
12/06/2016	6213	Donna Borgwardt	Nov 2016 Training, Ballot Test, Election	-93.50
12/06/2016	6214	Kunkel Engineering Group	Job # 2016.K028	-1,681.63
12/06/2016	6215	Lorna Marquardt	Nov 2016 Training, Ballot Test, Election	-223.50
12/06/2016	6216	Mardell Schulz	Nov 2016 Training, Ballot Test, Election	-209.00
12/06/2016	6217	Marilyn Miller	Nov 2016 Training, Ballot Test, Election	-209.00
12/06/2016	6218	Nancy Schroeter	Nov 2016 Training, Election	-93.50
12/06/2016	6219	Nat. Exchange Bank & Trust (Credit Card)	Election Expense	-27.55
12/06/2016	6220	Patricia Green	Nov 2016 Training, Election	-192.50
12/06/2016	6221	Quill Corporation	Toner, Partition folders	-139.35
12/06/2016	6222	Rhonda Klatt	2016 Election Audit	-153.65
12/06/2016	6223	Rural Mutual Insurance	Acct # SB-6718	-6,496.00
12/06/2016	6224	Sheboygan County Treasurer	Mowing, Culvert Sales	-16,236.62
12/06/2016	6225	Silver Creek Fire Department	2016 Utilities	-8,319.86
12/06/2016	6226	The Sounder	Budget, Election Notices	-247.79
12/06/2016	6227	Town Web Design, Inc.	2017Database Hosting & Maintenance	-415.00
12/12/2016	6228	Sheboygan County Treasurer	Spot Repairs, Marking & Signing	-384.17
TOTAL:				-44,515.38

7. **PUBLIC INPUT:** No comments were heard.

8. **BUILDING INSPECTOR REPORT:** Nothing available at this time.

9. **CONSTABLE REPORT:** Nothing available at this time.

10. **NEW BUSINESS:**

- a. **Mitchell Leisses, Kunkel Engineering Group, Presentation on Abbott Drive Project;**
Request for authority to solicit bids: Leisses presented some paperwork and plans that have been sent to utilities for their review. The grad of the road way has been changed by about five inches. Leisses further explained briefly the process of the project. We are currently waiting for DNR approval of (town of) Scott's culvert application which is in a wetland area. **Motion by Fahney, seconded by Horned, all voting in favor to authorize Leisses to solicit bids for the Abbott Drive project, motion carried.** Leisses plans to advertise a Class II notice on January 12th and 19th, with a projected bid opening date of January 31st.
- b. **Resolution #2016-07 Resolution for Receiving County Sales Tax Proceeds:** **Motion by Fahney, seconded by Klein, all voting in favor of adopting Resolution #2016-07 Resolution for Receiving County Sales Tax Proceeds, motion carries.**

Resolution #2016-07

Municipality Code 59028
State of Wisconsin
County of Sheboygan
Town of Sherman

Resolution for Receiving County Sales Tax Proceeds

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructures under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and,

WHEREAS, the Ordinance requires that \$1.5 million of anticipated revenues (adjusted annually) from the sales tax be distributed by the county to municipalities within the county based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County, and

WHEREAS, the Town of Sherman supports the County Sales Tax Revenue – Sharing Cooperative Agreement; and

WHEREAS, it is in its best interests of the Town of Sherman to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement;

NOW THEREFORE BE IT RESOLVED that the Board of the Town of Sherman approves the proposed Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is on file with the Clerk, and agrees to be bound by its terms.

BE IT FURTHER RESOLVED that the Chair and Clerk are authorized and directed to sign the Intergovernmental Agreement on behalf of the Town.

BE IT FURTHER RESOLVED that the Chair and Clerk are authorized to sign annual Intergovernmental Agreements going forward on behalf of the Town unless the Board adopts a resolution rescinding this authority.

Adopted this 6th day of December, 2016

/s/ Chair William Goehring

/s/ Supervisor Patricia Horne

/s/ Supervisor Kris Klein

/s/ Supervisor James Fahney

/s/ Supervisor Robert Boehlke

Attest:

/s/ Rhonda J. Klatt, Clerk/Treasurer

- c. Sheboygan County Sales Tax Revenue – Sharing Intergovernmental Cooperative Agreement: **Motion by Klein, seconded by Horne, all voting in favor of adopting the Sheboygan County Sales Tax Revenue – Sharing Intergovernmental Cooperative Agreement, motion carries.**

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2017 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**



1. PARTIES. The parties to the Agreement are the **TOWN OF SHERMAN** (Municipality), a municipal corporation with offices at W6566 State Highway 144, Random Lake, Wisconsin 53075, 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. Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on a equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. EFFECTIVE DATE; TERM; TERMINATION.

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

B. Initial Term; Renewals. The initial term of this Agreement is for calendar year 2017 and is subject to renewal.

C. Termination – By County. During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. Termination – By Municipality. During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2017, pay to Municipality as a distribution of sales tax revenue, the sum of **\$24,562**.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. 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.

9. 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.

10. 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:

Town of Sherman
[Municipality]

By: *William Goehring*
Authorized Representative

12/06/16
Date Signed

By: *F. Klein*
Authorized Representative

12/06/16
Date Signed

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
Sheboygan County Administrator

Date Signed

By: _____
Thomas Wegner
County Board Chair

Date Signed

- d. Update on Abbott Drive project: Not needed, as this was discussed earlier.
- e. 2017 Joint Powers Agreement: **Motion by Fahney, seconded by Horne, all voting in favor to adopt the 2017 Joint Powers Agreement**, motion carried.
- f. 2017-2019 Maintenance Agreement with the Sheboygan County Highway Department: **Motion by Boehlke, seconded by Fahney, most voting in favor to approve the 2017-2019 Maintenance Agreement with the Sheboygan County Highway Department**, motion carried. Klein abstaining.
- g. Liquor License Applications: Nothing to discuss at this time.
- h. Next regular meeting date: Tuesday, January 3, 2017

11. TOWN CHAIRMAN REPORT:

- a. Chair Goehring received a letter from the DNR announcing they will be selling about 40 acres of land, north of STH 144.
- b. The Highway Department meeting will be held on December 15th.

12. REPORTS OF TOWN COMMITTEES:

- a. Boehlke & Horne, Transfer Station: Nothing to report at this time.
- b. Fahney & Klein, Roads: The committee checked for areas in need of brush cutting, and found plenty. Ditching on Bates Road (south of CTH W) is complete.

- c. Bill Beverly, Plan Commission: Nothing to report at this time.
- d. Dennis Hiller, Park Board: Nothing to report at this time.

13. **MISCELLANEOUS BUSINESS:**

a. Clerk's Communications:

- i. There were 903 voters at the November 8th election, and everything went very well. Sherman was randomly selected to do a post-election audit, and Klatt and Election Inspector Dawn Boehlke completed such on Monday, November 21.
- ii. The clerk's office will be closed on Monday, December 26th.

14. **ADJOURN:** Motion by Fahney, seconded by Klein, all voting in favor to adjourn. Motion carried. Time: 8:13 pm

DRAFT