TOWN OF SHERMAN BOARD OF SUPERVISORS
OFFICIAL PROCEEDINGS OF THE PUBLIC HEARING
Silver Creek Fire Department/Town of Sherman Office
W6566 State Highway 144
Monday, May 6, 2024 7:00 pm

NOTICE IS HEREBY GIVEN that the Town of Sherman Board of Supervisors will hear comments on the following recommendation from the Plan Commission in regards to a request from Todd Sprinkmann, N1347 Lynn Road, Adell for a 2-lot CSM and rezone of 18.085 acres of Parcel #59028424281, originally 39.28 acres zoned A-1: Lot 1 to consist of 18.085 acres, 15 acres to be rezoned to A-2 and 3.085 acres to be rezoned to A-1-PR, and Outlot to consist of remaining 21.192 acres, zoned A-1.

Chair Goehring opened the public hearing at 7:00 pm. Todd Sprinkmann explained that he wants to split off some farmland from his parcel. Supervisor Horne questioned the amount of acreage to be rezoned into A-1-PR.

Hearing no further comments, Chair Goehring closed the hearing at 7:07 pm.

TOWN OF SHERMAN BOARD OF SUPERVISORS
OFFICIAL PROCEEDINGS OF THE MONTHLY MEETING
Silver Creek Fire Department/Town of Sherman Office
W6566 State Highway 144
Monday, May 6, 2024 Immediately following Public Hearing

1. **CALL TO ORDER**: Town Chairman William Goehring called to order the Board of Supervisors Monthly Meeting at 7:07 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. 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, Shawn Kultgen, Kris Klein, Howard Mitchell and Pat Horne
   Members Absent: none
   Others Present: Residents Todd Sprinkmann, Jason Anderson, Seila Enzenauer, Baird Managing Director of Public Finance Bradley Viegut, Clerk/Treasurer Rhonda Klatt

4. **APPROVAL OF MINUTES**: **Motion by Mitchell, seconded by Horne, all voting in favor to approve the minutes from the April 3, 11, and 17, 2024 meetings,** motion carries.

5. **APPROVAL OF FINANCIAL REPORT**: **Motion by Mitchell, seconded by Klein, all voting in favor to approve the financial report as presented,** motion carries.

Bank Balances, as of 4/24/2024		
General Checking	$	427,879.86
Tax & Dogs	$	24,986.36
LGIP #1, Capital Improvements	$	37,060.32
LGIP #2, Tax Collections	$	34,538.22
LGIP #3, Union Cemetery	$	3,616.71
LGIP #4, Revaluation	$	34,335.69
LGIP #5, Road Construction	$	453,232.91
LGIP #6, Road Maintenance	$	173,038.29

LGIP #7, Parks & Open Spaces	$	13,895.06

6. **APPROVAL OF PAYMENT OF BILLS**: **Motion by Klein, seconded by Mitchell, all voting in favor to approve the payment of bills as presented,** motion carries.

Date	Num	Name	Memo	Paid Amount
11010-00 Gen Checking - NEBT				
05/06/2024	8040	Christine Henkel	Payroll	-131.01
05/06/2024	8041	Howard C Mitchell	Payroll	-230.87
05/06/2024	8042	Kristian Klein	Payroll	-215.48
05/06/2024	8043	Patricia Horne	Payroll	-215.48
05/06/2024	8044	Rhonda J Klatt	Payroll	-2,713.57
05/06/2024	8045	Shawn R Kultgen	Payroll	-230.87
05/06/2024	8046	William C Goehring	Payroll	-430.97
04/23/2024	8047	Local Government Investment Pool	Deposit to Subaccount #5	-199,356.43
05/06/2024	8048	Marco, Inc.	Copier maintenance contract	-127.72
05/06/2024	8049	Nat. Exchange Bank & Trust (CC)	Hotel, Road School Reg., Election Day Expenses	-340.84
05/06/2024	8050	Sheboygan County Treasurer	Brush, Snow, Signage	-4,527.67
05/06/2024	8051	The Sounder	Clerk, Spreinkmann, TOS Msg Notices	-172.80
05/06/2024	8052	Town Web Design, Inc.	Email with archiving	-216.00
05/06/2024	8053	Wisconsin Newspress	Help Wanted Notice	-130.00
05/06/2024	8054	Town of Lyndon.	Purchase of 5-pk USB flash drives for Badger Books	-43.99
			Total 11010-00 Gen Checking - NEBT	-209,083.70
11020-00 Tax & Dogs - NEBT				
04/22/2024	1229	Sheboygan County Clerk	2024 Spring Dog Remittance	-609.25
			Total 11020-00 Tax & Dogs - NEBT	-609.25

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

8. **BUILDING INSPECTOR REPORT**: **Motion by Klein, seconded by Horne, all voting in favor of approving the permits as presented,** motion carries.

01-24-03	Thompson	N367 Camp Awana Rd	Plumbing
04-24-01	Dale Becker	W5917 Creek Rd	Residential Garage, Occupancy Permit
04-24-02	George Holbach	N1549 Lynn Rd	Electrical
04-24-03	Scott Marquardt	N2258 Silver Creek Cascade Rd	Electrical
04-24-04	Scott Marquardt	N2258 Silver Creek Cascade Rd	Raze – house
04-24-05	Ralph & Anna Singer	N170 Random Lake Rd	Deck/Porch
04-24-06	David & Donna Kaiser	W6394 S CTH A	Storage Shed, Occupancy Permit
04-24-08	Jerry & Jennifer Daniels	W5753 Prairie View	Single family residence
04-24-09	Tory Laubach	W4828 S CTH A	Bldg Permit

9. **NEW BUSINESS:**
   a. Request from Todd Sprinkmann, N1347 Lynn Road, Adell for a 2-lot CSM and rezone of 18.085 acres of Parcel #59028424281, originally 39.28 acres zoned A-1: **Motion by Horne, seconded by Klein, all voting in favor of sending the request back to the Plan Commission for further review of A-1-PR requirements,** motion carries.

b. ROW Application, as submitted by WE Energies: **Motion by Mitchell, seconded by Horne, all voting in favor of approving the ROW application submitted by WE Energies as presented,** motion carries.

c. 2024 Spring Road Tour Report: Notes from the tour were discussed, and included, but not limited to: Schroeter Dr. (sink hole on north end), Camp Awana Rd. (crackfill south 2025), Creek Rd. (east & west crackfill 2025), Country Manor, Town Line Rd. (chipseal 2025), Abbott Dr. and Lynn Rd. south of STH 144 (shouldering), Stoney Birch (damage to ditch by snow plow), Vorpahl Rd., Knuth, Knorr, Silver Creek Cascade west of STH 144 and Pelishek (chipseal in future), Silver Creek Cascade Rd. north of Indian Mound Rd. (ditching), Libby Lane (survey ROW and letter), Silver Creek Cascade Rd. & Abbott intersection (two more spin alerts), and Silver Creek Cascade Rd. south (pothole by snowmobile crossing).

d. Mill Road agreement with Town of Holland: **Motion by Klein, seconded by Horne, all voting in favor of approving the Mill Road agreement with the Town of Holland,** motion carries.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF HOLLAND AND
THE TOWN OF SHERMAN
RELATING TO MILL ROAD

This agreement is made by and between the Town of Holland, Sheboygan County, Wisconsin and the Town of Sherman, Sheboygan County, Wisconsin.

WHEREAS, Sec. 66.0301 Wis. Stats., authorizes municipalities to enter into intergovernmental cooperation agreements for receipt or furnishing of services and the joint exercise of any powers or duties required or authorized by law; and

WHEREAS, a portion of the boundary between the Town of Holland and the Town of Sherman is the centerline of Mill Road; and

WHEREAS, the Town of Holland and the Town of Sherman desire to enter into an agreement as to the responsibilities for the maintenance, repair and reconstruction of Mill Road.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Maintenance and Repair Responsibilities.** Maintenance and repair responsibilities shall include, without limitation, snow plowing, seal coating, crack filling and ditch maintenance.
2. **Reconstruction Responsibilities.** Reconstruction responsibilities shall include a partial or total reconstruction when mutually agreed upon.
3. **Financial Responsibility.** Each municipality shall bear the financial responsibility for the maintenance, repair and reconstruction of the portion of Mill Road located on the respective municipality's side, as delineated by the centerline of the surfaced roadway
4. **Permits.** Notwithstanding the provisions of Paragraph 1, each municipality shall retain authority and responsibility for determining the location of and issuance of driveway, culvert and excavation permits on its side of Mill Road.
5. **Consultation.** The municipalities agree to share information and consult with each other when necessary to carry out the intent of this Agreement.
6. **Transportation Aid.** Notwithstanding the provisions of this Agreement, each municipality shall retain any transportation aid which it receives from the State of Wisconsin for its portion of Mill Road.
7. **Term.** The term of this Agreement is indefinite and shall continue in effect unless either party gives written notice to the other party at least 180 days before the end of a year of its intention to terminate the Agreement as of the end of that year.
8. **Entire Agreement; Amendment.** This Agreement represents the entire agreement of the parties and supersedes all prior representations or agreements, either written or oral, regarding the same subject. This Agreement may only be amended by the written agreement of both of the parties hereto.
9. **Enforceability.** The enforceability of this Agreement shall not be affected by changes in the form of government, or changes in elected officials in either municipality. Accordingly, the parties agree that this Agreement shall be construed to be binding upon the parties, as well as their respective successors and assigns. The parties will not litigate the provisions of this Agreement, except upon breach by the other party.
10. **Waiver**. The failure of either party to require strict performance of any provision of this Agreement shall not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other rights or obligations.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by authority of their respective governing bodies effective as of the date when all parties hereto have affixed their respective signatures.

TOWN OF HOLLAND

David Huenink
Town Chair

7/16/2024
Date

ATTEST:

Janelle Kaiser
Town Clerk-Treasurer

TOWN OF SHERMAN

William Goehring
Town Chair

5/04/24
Date

ATTEST:

Rhonda Klatt
Town Clerk-Treasurer

e. Chau Vu, W6703 STH 144, Letter received for Zoning and Nuisance Ordinance violations: A response letter was received from Vu in regards to the violation letter in which Vu asked for assistance in moving the compost pile, and spreading it in his back yard for a garden. Consensus of the Board is that the compost pile is not to be spread, but rather removed from the property.

f. Broadband report: Nothing new to report at this time.

g. Selection of proposed road projects:

   i. **Motion by Mitchell, seconded by Horne, most voting in favor of proceeding with the culvert replacements by Sheboygan County Highway Department as proposed for this year,** motion carries, Klein and Kultgen abstaining. Total cost of culvert replacements is $146,826:

      1. Silver Creek Cascade Road $16,647
      2. Libby Lane $13,469
      3. Indian Mound Road, from Pelishek Road to Silver Creek Cascade Road $27,139
      4. Bates Rd, from E. Bates Road to Indian Mound Road $18,905
      5. Colony Drive $3,148 (2 culverts)

6. Lynn Road, from Indian Mound Road to STH 144 $67,518 (7 culverts)

Supervisor Klein mentioned that three of the above projects would qualify for Bridge Aid.

ii. **Motion by Horne, seconded by Mitchell, most voting in favor of proceeding with Bates Road by Sheboygan County Highway Department, taking money out of existing funds,** motion carries, Klein and Kultgen abstaining. Estimate is for $678,744, and consists of Pulverizing, sawing, reclaiming shoulders, culverts, ditching and betterment of 15,235 ft. in length, 21 ft in width, 4 inches in depth.

iii. **Motion by Horne, seconded by Mitchell, most voting in favor of proceeding with remaining projects (Klein Lane, Libby Lane, Indian Mound Road and Colony Drive) by Sheboygan County Highway Department, providing no elector approval is required for financing,** motion carries, Klein and Kultgen abstaining. Total cost of projects is $791,662:

1. Klein Lane (front) $28,097, milling
2. Colony Drive $69,408, pulverizing, sawing, reclaim shoulders
3. Klein Lane (back) $103,472, pulverizing
4. Libby Lane (back) $31,005
5. Libby Lane (front) $179,155, pulverizing, sawing, reclaim shoulders
6. Indian Mound Road (west) $244,500, pulverizing, sawing, reclaim shoulders
7. Indian Mound Road (east) $136,025, pulverizing, sawing, reclaim shoulders, ditching, betterment.

h. Borrowing/Bonding to complete road projects: Bradley Viegut told the Board the current rate is 4.3%, and any excess of interest earned would need to be paid on debt or projects only. The time from signing the papers to money wired to the Town is six- to seven weeks.

i. Continuation of Business Ordinance: Item postponed to next meeting.

j. Next regular meeting date: Tuesday, June 4, 2024

10. **TOWN CHAIRMAN REPORT:** Chair Goehring reported that he was contacted from the WI DOT in regards to the LRIP application for Bates Road, and that the Town was not selected for funding.

11. **REPORTS OF OVERSIGHT SUPERVISORS:**
    a. Transfer Station: Supervisor Mitchell and Supervisor Horne will be taking care of the sumac on the cap before it is sprayed.
    b. Roads: Nothing to report at this time.
    c. Plan Commission: There will be a meeting next week for a conditional use permit application, and to revisit the Sprinkmann request.
    d. Park Board: Nothing to report at this time.

12. **CLERK'S COMMUNICATIONS:** Clerk/Treasurer Klatt the WISLR road ratings were submitted today. Janelle Kaiser, Town Clerk for the Town of Holland, has been appointed Deputy Clerk for the Town of Sherman.

13. **ADJOURN**: **Motion by Klein, seconded by Kultgen, all voting in favor to adjourn.** Motion carried. Time: 8:30 pm