

RESOLUTION NO. 2025-03

**RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF SHERMAN AND THE VILLAGE OF RANDOM LAKE
TOWN OF SHERMAN, WISCONSIN**

WHEREAS, in 2025, the Village of Random Lake (Village) notified the Town of Sherman (Town) that it intended to construct a new wastewater treatment facility on a property that is currently located in the Town and in the vicinity of the Village's current wastewater treatment facility; and

WHEREAS, Wisconsin Statute §66.0301 allows municipalities to cooperate and contract in a binding fashion for the receipt and furnishing of services, for the joint exercise of powers or duties required or authorized by law, for the apportionment of expenses involved, for the adjustment of boundary lines, and for the exercises of other duties and rights as stated in §66.0301; and

WHEREAS, the Village and the Town desire to enter into such an agreement under Wisconsin Statute §66.0301; and

WHEREAS, the Village and Town have jointly drafted an Intergovernmental Boundary Agreement ("Agreement") to make specified changes to the boundary line located between the Village and Town and to achieve such other purposes as specified in the Agreement; and

WHEREAS, the Village intends to build the new wastewater treatment plant on the property that will be located in the Village as a result of the Agreement; and

WHEREAS, a joint public hearing was held by the Village and the Town on the proposed Agreement on Monday, June 23, 2025, and said public hearing was noticed in accordance with Wisconsin Statutes §66.0301(6)(c).


NOW, THEREFORE BE IT RESOLVED, that the Town of Sherman Town Board hereby approves the Intergovernmental Cooperation Boundary Agreement between the Town of Sherman and the Village of Random Lake, as attached.

NOW, THEREFORE BE IT FINALLY RESOLVED, the Town Board and Town Clerk are directed to sign and execute the associated paperwork and to publish the Agreement in accordance with Wis. Stat. § 66.0301(6)(c)2.

Adopted this 23rd day of June 2025.
Town Board, Town of Sherman
Sheboygan County, Wisconsin

By: 
William Goehring, Chairman

ATTEST:

By: 
Janelle Katser
Clerk/Treasurer

INTERGOVERNMENTAL BOUNDARY AGREEMENT

between
Village of Random Lake
and
Town of Sherman

Regarding Adjusting the Boundary between the Village of Random Lake and Town of Sherman

Pursuant to Wis. Stat. § 66.0301(6), this Intergovernmental Boundary Agreement (this “Agreement”) is entered into this 23rd day of June, 2025, by and between the Village of Random Lake, a Wisconsin municipal corporation, with an address of 96 Russell Drive, Random Lake, Wisconsin (the “Village”), and the Town of Sherman, a Wisconsin town, with an address of W6566 State Hwy 144, Random Lake, Wisconsin (the “Town”).

1. **Purpose:** The purposes of this Agreement are to make specified changes to the boundary line located between the Village and Town and to govern the sharing of certain services between the parties. The Village intends to construct a new wastewater treatment facility on the property that will be located in the Village as a result of this boundary adjustment.
2. **Term:** The term of this Agreement shall commence upon the date of publication of this Agreement as required by Wis. Stat. § 66.0301(6)(c)2 (“Effective Date”) and continue for one (1) year from the Effective Date. This Agreement may be renewed upon the mutual written agreement of the parties and in compliance with Wis. Stat. § 66.0301. Upon expiration of this Agreement, any boundary determined under this Agreement remains in effect unless subsequently changed in accordance with applicable law. This agreement does not preclude the use of any other procedure to alter the parties’ boundaries during the term of this agreement.
3. **Boundary Line Change:** As soon as practicable following the Effective Date, the Village shall enact an ordinance in accordance with Wis. Stat. § 66.0301(6)(e) attaching to the Village the parcel described as “Lot 2” in Exhibit A (the “Parcel”) and the road right-of way identified in Exhibit A as dedicated to the public for road purposes. Following enactment of the ordinance, the boundary line between the Village and Town shall be as shown on Exhibit B.
4. **Creation of Town Island:** The Village and the Town acknowledge and consent to the creation of a Town area that is surrounded by the Village as a result of the boundary change.
5. **Lost Tax Revenue:** The Village agrees to pay annually to the Town, for five years, an amount equal to the amount of property taxes that the Town levied on the Parcel, as shown by the tax roll, in the year in which the Parcel becomes part of the Village. The first annual payment shall be due on or before January 31st of the year after the Parcel becomes a part of the Village. The remaining four annual payments shall be due on or before January 31st of each year thereafter.
6. **Shared Services:** The Village will continue to abide by the current agreement that the Village shall be responsible for maintenance of all portions of “Wolf Road” adjacent to the Parcel and the town island referenced in paragraph 4. Additionally, the Village will continue to abide by

the current agreement that the Village shall be responsible for maintenance of all portions of "Short St" a different road that shares boundaries with the Town.

7. **Approval of Agreement:** The Village Board and Town Board certify that this Agreement has been approved by their respective governing bodies. The Village shall be responsible for enacting an ordinance to accomplish the boundary change set forth in this Agreement, consistent with Wis. Stat. § 66.0301(6)(e). The Town and Village agree to adopt all other ordinances and take all other actions necessary to carry out this Agreement.
8. **Incorporation of Exhibits:** Exhibits A and B are hereby made a part of this Agreement.
9. **Entire Agreement and Amendment:** This Agreement constitutes the entire Agreement between the Village and Town. No party has relied upon any statements, promises, or representations that are not set forth in this document. This Agreement may be amended only upon the mutual written agreement, approved by the governing body of each party, and duly executed by an authorized representative.
10. **Severability:** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
11. **Notices:** Any official notifications or other correspondence between the Village and Town related specifically to this Agreement shall be directed as follows:

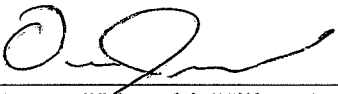
For the Village of Random Lake:	Village Clerk Village of Random Lake P.O. Box 344 Random Lake, WI 53075
For the Town of Sherman:	Town Clerk/Treasurer Town of Sherman P.O. Box 88 Adell, WI 53001
12. **Recording:** A notice of this Agreement may be recorded by any party to this Agreement.
13. **Governing Law; Venue:** Any cause of action for breach of this Agreement shall be brought in Sheboygan County, Wisconsin. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin.
14. **No Third-Party Beneficiary:** This Agreement is intended to be solely between the Town and Village. There are no intended third-party beneficiaries of this Agreement. Nothing in this Agreement shall be interpreted as giving to any person or entity not party to this Agreement any legal or equitable rights whatsoever.

15. **Binding Effect:** This Agreement shall bind upon and inure to the benefit of the Village and Town and their respective successors and assigns.
16. **Waiver:** No delay or omission by Village or Town in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power.
17. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

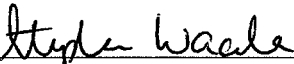
Signature Page Follows.

IN WITNESS THEREOF, the parties have entered into this legally binding Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the Village of Random Lake Village Board and the Town of Sherman Town Board, is signed by the authorized officials listed below, and is published as required by Wis. Stat. § 66.0301(6)(c)2.

VILLAGE OF RANDOM LAKE

By: 
Duane Urbanski, Village President

Date: 6/23/2025

Attest: 
Stephanie Waala, Village Clerk

Date: 6/23/2025

TOWN OF SHERMAN

By: 
William Goehring, Town Chair

Date: 6/23/2025

Attest: 
Janelle Kaiser, Town Clerk

Date: 6/23/2025