

**MEETING MINUTES OF  
TOWN OF SHEBOYGAN SANITARY DISTRICT NO. 2 (SEWER)  
AND  
TOWN OF SHEBOYGAN SANITARY DISTRICT NO. 3 (WATER)**

**Date: Monday, February 15, 2016**

**Place: Town Hall, 1512 N. 40<sup>th</sup> St., Sheboygan, Wisconsin**

**Time: 4:00 p.m. – Sanitary District No. 3 Water Monthly Meeting**

**Time: To Follow San 3 Meeting – Sanitary Dist. No. 2 Sewer & Sanitary Dist. No. 3 Water Joint Meeting**

**Time: To Follow Joint Meeting – Sanitary District No. 2 Sewer Monthly Meeting**

A monthly meeting of the Town of Sheboygan Sanitary District No. 3 (Water) Commission began at 4:00 p.m. and a joint meeting of the Sanitary District No. 2 (Sewer) and Sanitary District No. 3 (Water) Commissions began at 4:12 p.m., following the Water District meeting. The Sanitary District No. 2 (Sewer) Commission continued on with their monthly meeting after the matters in Joint Session had been discussed at 4:55 p.m. on Monday, February 15, 2016 in open session at the Town of Sheboygan Town Hall, 1512 N. 40<sup>th</sup> St., Sheboygan, WI 53081, Sheboygan County.

Notice of the meeting was given to the public at least 24 hours prior to the meeting by posting in three (3) different places and forwarding to all news media who have requested the same.

Upon motions duly made and seconded, the following resolutions were unanimously adopted and made a part of these minutes by reference as if fully set forth herein.

**1. Call to Order**

The Town of Sheboygan Sanitary District No. 3 (Water) Commission monthly meeting is called to order by President Mark Flasher at 4:00 p.m. The following were also present at the meeting: Commissioner Jerry Hoepfner, Treasurer; Commissioner Spencer Lutzke, Secretary; Attorney Michael Bauer; Engineer Tom Holtan; Director of Public Works William Blashka; Office Manager Darla Free and those persons on the attached list.

**2. Approval of the February 15, 2016 Monthly Bills**

“The Town of Sheboygan Sanitary District No. 3 (Water) Commission hereby approves the February 15, 2016 monthly bills as submitted per a motion by Commissioner Flasher and a second by Commissioner Hoepfner.” Motion carried.

**3. Water Valve Leak – Country Meadows Dr/South, James & Kathy Schnur, 5337 Heatherfield Ct**

Commissioner Flasher states that Mr. and Mrs. Schnur requested to be on the agenda but they haven't shown up; this item can be removed from the agenda unless they contact us again. DPW Blashka states that the Schnur's requested copies of LA Equipment's invoice for the water valve leak and also for his water leak report; he asks Ms. Free if they picked the copies up. Ms. Free states that Mr. Schnur picked them up.

**4. Discussion/Action – Investment Options for District Funds**

Commissioner Flasher asks Attorney Bauer if there's a motion they can pass that would set up guidelines to allow Ms. Free, with his approval, to open a cd with Wells Fargo; this would be to avoid missing out on a good interest rate. Attorney Bauer states yes; this would be because you can't conduct a meeting in time to take advantage of an investment; so your motion is to authorize Ms. Free to invest your public funds, up to a certain amount and length of time, with President Flasher's approval. Commissioner Flasher states that the District currently has approximately \$700,000.00 in the general replacement/operation money market, one cd that matured last month and another cd that has a maturity date of May 12, 2016. Commissioner Lutzke asks if he has an idea of what rate they'd like to get. Attorney Bauer states that the rates fluctuate so much. Commissioner Flasher states that the stepped cd's are tying out funds too far. Commissioner Hoepfner states that it will just depend on the rates offered. Commissioner Flasher states that unless there'd be an emergency, the District doesn't need a big sum of money available until the building of Tower 3. DPW Blashka states that when that happens, you'll have a lot of prep time; land issues, engineering, pre-cons, before you'll need to make any payments. Commissioner Flasher states that he won't go ten years out.

“The Town of Sheboygan Sanitary District No. 3 (Water) Commission hereby authorizes Office Manager Darla Free to invest up to \$500,000.00 in a cd with funds that are already invested at Wells Fargo Bank, with a maturity date of no longer than five years, with the pre-approval of Commissioner Flasher per a motion by Commissioner Hoepfner and a second by Commissioner Lutzke.” Motion carried.

Attorney Bauer states that Ms. Free should send out cd rates to all of the Commissioners; they can reply to her with their opinions; if one Commissioner sees any problems or issues, they can let her know; if there are any issues, they can let Ms. Free know that they will wait until the next District meeting or they can schedule a special meeting.

#### **5. Review/Approval – Schenck & Associates Governance Letter**

Commissioner Flasher asks if anyone has any comments or questions. Commissioner Hoepfner asks if this letter is standard. Commissioner Flasher states yes, we review, approve and sign it every year.

“The Town of Sheboygan Sanitary District No. 3 (Water) Commission hereby approves the 2015 Schenck & Associates Governance Letter as submitted per a motion by Commissioner Flasher and a second by Commissioner Hoepfner.” Motion carried.

#### **6. Communication & Correspondence Received After Posting of Agenda**

Nothing submitted; no updates.

### **Sanitary District No. 2 (Sewer) and Sanitary District No. 3 (Water) Joint Agenda – Immediately Following Completion of Sanitary District No. 3 (Water) Monthly Meeting**

#### **7. Call to Order - Sanitary District No. 2 (Sewer)**

The Town of Sheboygan Sanitary District No. 3 (Water) and Sanitary District No. 2 (Sewer) Commissions monthly joint meeting is called to order at 4:12 p.m. by Commissioner Flasher and Commissioner Dave Griffin, President. Commissioner Ken Katte, Treasurer and Commissioner Dave Albright, Secretary, are also in attendance.

#### **8. Approval of the January 18, 2016 Monthly Meeting Minutes**

Commissioner Katte states that agenda item 19, the fourth last line from the December 2015 meeting states “outline communities”; it should state “outlying communities”. He states that agenda item 11, the third line should state “the Plan Commission”, not “they Plan Commission”. He states that agenda item 12, the third paragraph, sixth line states “90,000 gallons per minute”; it should state “90 gallons per minute”.

“The Town of Sheboygan Sanitary District No. 3 (Water) Commission hereby approves the January 18, 2016 monthly meeting minutes with the corrections made to agenda items 19, 11 and 12 per a motion by Commissioner Flasher and a second by Commissioner Lutzke.” Motion carried.

“The Town of Sheboygan Sanitary District No. 2 (Sewer) Commission hereby approves the January 18, 2016 monthly meeting minutes with the corrections made to agenda items 19, 11 and 12 per a motion by Commissioner Griffin and a second by Commissioner Katte.” Motion carried.

#### **9. Discussion/Action – Mueller Field West Plat, Hillcrest Homes**

Mr. Vandoske is in attendance for this agenda item. He states that he’s here to address the issues with lot 58 of Mueller Field West; he states that the District wants extra footage for the easement. DPW Blashka states that the easement is almost touching the wetlands. Engineer Holtan states that there’s an 8’ delineation and that should give plenty of room. DPW Blashka states that we have to follow the DNR’s requirements for wetlands; when they would need to backfill for the foundation on this lot there won’t be room and the DNR won’t want anyone in there. Mr. Vandoske states that if the grading gets put on the plan it could get missed; should it be added to the plat so it doesn’t get lost or forgotten. Attorney Bauer asks where the water main is located. DPW Blashka states that it’s on the east side of Windridge Ln. Attorney Bauer asks if the concern is that you’ll not have enough useable space. DPW Blashka states that the house or soffits could be hanging into the easement or wetland. Mr. Vandoske states that the assumption is that the home will be built over the easement. Commissioner Lutzke asks how close are the houses going to be built to the road. Mr. Vandoske states 30’; that’s the required setback. DPW Blashka shows a rendering of the plat and shows how close a home would be into the easement. Engineer Holtan states that the house could be built further west. Mr. Vandoske states that he doesn’t know how to handle the situation. Engineer Holtan states that if the foundation is 8’ from the easement, it gives you 5’ to 6’ from the roof line. Attorney Bauer asks if, from an operating standpoint, is it enough space. DPW Blashka states yes, 6’ from the foundation should be fine. Engineer Holtan states that a 2’ overhang gives you 4’ from the easement. Mr. Vandoske states that he could put the new easement on top of the existing easement, to get it on that plat map. Attorney Bauer states that you could

also add a note to the plat. Mr. Vandoske states that we could show a 30' easement on the plat; you've given the language for a note. Engineer Holtan asks if everyone is okay with the soffit overhanging into the easement. DPW Blashka states yes. Engineer Holtan states that the water main is shallow; that helps for trying to keep everything out of the easement. Commissioner Katte asks if we should be worried about setting a precedent. Attorney Bauer states no, every lot is different. Mr. Vandoske states that this is roughly 15' away from the line installed. Commissioner Lutzke asks why Windridge Ln. doesn't go through to Limerick Ln. Attorney Bauer states that the Glen Garee Subd. residents were sent a survey from the Town and 75% of them answered no, they didn't want the road to go through.

"The Town of Sheboygan Sanitary District No. 2 (Sewer) Commission hereby approves an additional 6' utility easement and that the foundation of the home built on lot 58 must be 6' from the easement per a motion by Commissioner Griffin and a second by Commissioner Albright." Motion carried.

"The Town of Sheboygan Sanitary District No. 3 (Water) Commission hereby approves an additional 6' utility easement and that the foundation of the home built on lot 58 must be 6' from the easement per a motion by Commissioner Flasher and a second by Commissioner Hoepfner." Motion carried.

Mr. Vandoske asks what happens now. Attorney Bauer tells Mr. Vandoske that he has to put an extra 6' on the Sanitary Sewer and Sanitary Water easement. Mr. Vandoske asks if the same has to be done for lot 57. Attorney Bauer states that for lot 57 it only has to be sewer, the water main is in the road. Mr. Vandoske asks when they can start the project. Attorney Bauer states that he has to have the final plat approved before they start. Mr. Vandoske states that they would like to start the water and sewer. Attorney Bauer states that it's up to the Commissioners. DPW Blashka states that the Districts have accepted their plans. Attorney Bauer states that then Mr. Vandoske can begin coordinating with the DPW and Engineer Holtan. DPW Blashka states that a pre-con meeting will have to be the first thing they do. Attorney Bauer states that they're on the Plan Commission's March 3<sup>rd</sup> agenda for the final plat approval; they don't need to come back to the Town Board for anything.

#### **10. Discussion/Action – Springtime Ridge Condominium Development Update**

Commissioner Griffin asks if anyone has any updates. DPW Blashka states that developer Greg Gottsacker has someone plowing the road. Attorney Bauer states that the Town sent a letter to Mr. Gottsacker letting him know he was responsible to plow the road.

#### **11. Town of Sheboygan Plan Commission Update**

Attorney Bauer states that there was not a Plan Commission meeting in February.

#### **12. Operator's Report**

DPW Blashka states that there weren't any problems with the water system to report. Commissioner Flasher asks when the unaccounted water gets reported. DPW Blashka states that he's already done it; it's done during the audit; the accountants get the information for the PSC Report; 2015's accounted-for water was 98%.

DPW Blashka states that Great Lakes TV & Seal found a serious leak in Holiday's restaurant lateral during televising; this will be discussed under agenda item 17. He states that the pumpage has been the same; it fluctuates with the rain. Commissioner Katte asks if, when Great Lakes is in televising, could they effectively put in manhole seals. DPW Blashka states no, they'd have to come back to do that; they'd need the proper equipment and seals on-hand.

#### **13. Communication & Correspondence Received After Posting of Agenda**

Attorney Bauer states that Green Meadow Outlot 1 is scheduled to close February 29<sup>th</sup>; this is the last meeting for the Districts before the closing; the sale price is \$190,000.00, less closing and legal costs of \$7,105.39; the net sale proceeds are \$182,894.61; per the Development Agreement from 2011, the Town receives 61%, \$117,638.11; Sanitary District No. 2 receives \$40,236.81, 22%; Sanitary District No. 3 receives \$31,092.08, 17%.

Attorney Bauer asks Sanitary No. 3 if they'd see a need to be part of the Mutual Aid Agreement, which is agenda item 19 for Sanitary District No. 2; any municipality or district signed on can assist; if they ask for our help, we assist. DPW Blashka states that we're members of the WRWA, so we can contact them and they'll send people and resources if we have an emergency. Attorney Bauer states that if we get all of the municipalities that have been included in the proposed agreement, they'd all be authorized to help.

Commissioner Flasher asks if the agreement is to protect us or them if there's an injury or these kinds of issues. Attorney Bauer states yes, it's for all of these things. He states that anyone assisting would have their own equipment; they'd follow the command of the representative of the municipality they're assisting; each municipality could charge back for assisting; for purposes of Worker's Comp and liability issues, their carriers are still responsible. DPW Blashka states that he thinks this would be a good idea. Commissioner Flasher asks if this could cause more problems than it solves; keeping track of the hours for billing or being billed, or who is going to check that we are following the correct procedures. Attorney Bauer states that that's why he likes this agreement, it's using common sense; we started working on this because it came up when the Sewer District was working on CMOM; the template addressed both water and sewer, so it made sense to include both Districts, but it's a policy decision if the Water District wants to be included. Commissioner Flasher states that he briefly talked to DPW Blashka about how the Water District is already covered by the WRWA policy. Attorney Bauer states that the signature page is separate for each municipality and District that agrees to comply, so nothing's affected if someone drops out; the agreement's effective as long as there are two participants. Commissioner Katte asks if the agreement makes us obligated to respond. DPW Blashka states that these agreements never make you obligated to respond; you respond if you're available and if you can offer assistance. Commissioner Griffin asks what constitutes an emergency; day-to-day issues wouldn't be tracked. Attorney Bauer states that you'd respond to emergencies; this isn't for day-to-day issues or operations. Commissioner Griffin states that if someone wants to borrow a generator for two hours, this is not an emergency; we don't want to burden the crew and staff with paperwork over these kinds of things. Attorney Bauer states that we'd put together a contact list, phone numbers and e-mails, of the right people for each municipality. Commissioner Griffin states that we'll talk more about it under agenda item 19. Attorney Bauer states that we can review it page by page and we'll make the Town Board aware. Commissioner Flasher asks if the Town Board will be included in the agreement; they have snow plowing issues. Attorney Bauer states that the County already has an emergency plan. Supervisor Schwinn states that it was revised last year. Attorney Bauer states that it might make sense for the Town to be a party to the agreement. Supervisor Schwinn states that the County's agreement includes everything; water, sewer, schools, fire departments; the whole County is mapped out. He states that if there was a tornado, the Town's fire house could be used as a shelter; it could be used for medical purposes to help out the hospitals. DPW Blashka states that maybe we should just use the County's plan instead of this one. Commissioner Griffin states that this document is mostly for emergency situations. Attorney Bauer states that this is dealing strictly with utilities. Commissioner Griffin states that it also very specifically tracts reimbursement. DPW Blashka states that an emergency at this level rarely happens; it's not for day-to-day issues. Commissioner Griffin asks if all of these municipalities are part of the WRWA's mutual aid agreement. DPW Blashka states that he'd have to look into it. Attorney Bauer states that Howards Grove doesn't have municipal water. DPW Blashka states that they might still be in the agreement because the WRWA does other services for municipalities. Commissioner Flasher asks if the Water District should stay out of this agreement. Attorney Bauer asks if they have a written agreement with the WRWA or is it just policy. DPW Blashka states that he thinks it's just policy, but he'll check at next month's conference. Commissioner Griffin asks if we've ever used the WRWA to respond to an emergency. DPW Blashka states that we used some equipment from them a long time ago; they're located in Plover, WI. Commissioner Griffin asks if we had to pick up the equipment. DPW Blashka states no, and they'd have people bring equipment to us. Commissioner Griffin asks if we've ever borrowed out equipment to another municipality. DPW Blashka states yes, we've borrowed out our leak detector. Attorney Bauer states that we assisted the Town of Wilson in 2014 for a sewer back-up. DPW Blashka states that since he's been employed by the Town, he's never had an instance where we needed someone to help us; we have enough equipment or we could call Kohler or the City of Sheboygan if we needed a vac truck in an emergency. Attorney Bauer states that this agreement would give the framework for this kind of situation. Commissioner Griffin states that the Water District can contemplate if they want to participate; we'll review it and discuss it again next month; Sanitary 3 can make changes, if they'd like.

#### **14. Pending Item List Review**

The pending item list is reviewed and updated accordingly. The list is part of the minute book for review and record retention purposes.

Commissioner Griffin asks if anyone has any changes or additions. DPW Blashka states that he doesn't. Commissioner Flasher states that he sent an e-mail to Craig Franzen regarding land for a third water tower, asking to meet at his convenience; he hasn't responded yet. He states that he'll call him if he doesn't hear from him by the end of the month; if there are any more e-mails, he'll copy the DPW and Ms. Free for records purposes.

**15. Adjourn – Sanitary District #3 (Water)**

“There being no further business, the Town of Sheboygan Sanitary District No. 3 (Water) Commission adjourns the meeting at 4:55 p.m. until Monday, March 21, 2016 at 4:00 p.m. per a motion by Commissioner Flasher and a second by Commissioner Hoepfner.” Motion carried.

**Sanitary District No. 2 (Sewer) Agenda - Immediately Following Completion of Joint Agenda**

**16. Approval of the February 15, 2016 Monthly Bills**

“The Town of Sheboygan Sanitary District No. 2 (Sewer) Commission hereby approves the February 15, 2016 monthly bills as submitted per a motion by Commissioner Griffin and a second by Commissioner Albright.” Motion carried.

**17. Discussion/Action – Holiday’s/Tom’s Restaurant Sewer Lateral**

John Vans Kemp from Holiday’s Restaurant is in attendance for this agenda item. DPW Blashka states that the District cleans and televises approximately 72,000 ft. of sewer each year; last week Great Lakes TV & Seal called and said the lateral had broken away from the main and there was also a leak up the lateral to Holiday’s/Tom’s Restaurant; Edgewater Plumbing put in the new services for Holiday’s and Tom’s Restaurant; everything was fine when the trench was open. He states that he doesn’t know if it was compacted too hard or if it was settlement that caused the lateral to break away from the main. DPW Blashka plays the video of the televising for the Commissioners and Mr. Vans Kemp to view the leaks. He states that they used a saddle to make the connection; this is allowed, but you need a good seal. Commissioner Albright states that you can see the iron deposits in the main, even though it’s poly. DPW Blashka states that the lateral is pushed into the main and you can see the water shooting into the main; they put a saddle over the pipe and we don’t know if they glued it or not; you can choose to do it this way and it’s legal; we have to accept it, but this is one of the problems that can happen by doing it this way; the water is flowing in from the top. Commissioner Griffin asks if this is clear water. DPW Blashka states yes; the main is about 12’ down, it’s near the area of Tom’s drive-thru. Commissioner Albright asks where the water service is. DPW Blashka states that the water main is on the north side of Superior; the water lateral runs parallel to the sewer lateral; they open-cut the road to lay the services. Commissioner Albright states that there’s storm water there, too. DPW Blashka states that the force main’s there, too; there is a lot of infrastructure in this area. He states that in the past we allowed ½-1 gallon of clear water per minute; this leak is about 12-20 gallons per minute; if a leak is around 2 gallons per minute, we repair it or require it to be repaired, depending who is responsible and that depends where the leak’s located. Commissioner Griffin asks how we go about fixing it. DPW Blashka states that he spoke with Great Lakes and they said that sometimes you can do a sleeve from two sides; but they said this one has to be dug up; Holiday’s is responsible for the connection and the lateral; it needs to be done soon, within the next couple of weeks. Mr. Vans Kemp states that he called Spielvogel because they were the general contractor and they already contacted Edgewater Plumbing. DPW Blashka states that if Spielvogel needs to come in and view the video, that would be fine. Commissioner Flasher asks if photos can be provided for them. DPW Blashka states yes, he’ll give them what’s included in the Commissioners packets. Engineer Holtan states that they’ll need a County permit to open the road. DPW Blashka states that Spielvogel will know what’s all required. Supervisor Schwinn asks if the District could change their specs and no longer allow saddles. Engineer Holtan states no, it’s State code that allows it; saddles should be fine. DPW Blashka states that we have a lot of other saddles out in the system. Commissioner Griffin states that this item should remain on the agenda. DPW Blashka states that if Holiday’s or Spielvogel have any questions, they shouldn’t hesitate to call the Town Hall. Commissioner Katte asks if the storm sewer is the County’s. DPW Blashka states yes, it’s there to take the surface water off of the road; it’s down about 11’; the clear water could be following the force main trench or the water main.

**18. Review/Approval – Schenck & Associates Governance Letter**

Commissioner Griffin asks if there are any comments. There are no comments. He states that the audit will cost \$5,900.00.

“The Town of Sheboygan Sanitary District No. 2 (Sewer) Commission hereby approves the 2015 Schenck & Associates Governance Letter as submitted per a motion by Commissioner Albright and a second by Commissioner Griffin.” Motion carried.

### **19. Revision of Mutual Aid Agreement**

Commissioner Griffin states that the District asked Attorney Bauer to put this document together for them; a lot of it is from WisWarn; he'd like to go through it page by page. He states that he has some comments and suggestions: page 2/1.8 Requesting Municipality, can they request for assistance outside of this agreement, something small, like in the past; do we write this into the agreement and also that it's not for the day-to-day issues; item 3.3 Resource List, he thought that DPW Blashka could put a list together and include the language "but not limited to...". Commissioner Katte asks if we can be called in to assist others who are not in the agreement. DPW Blashka states that would be like Bain's and Briarwood, we don't like to do this. Attorney Bauer asks if, to item 1.5, do you want to add SASD. Commissioner Katte states no, but like a neighboring municipality that has a factory, if they can't help a business in their own municipality, are we locked in to respond. Attorney Bauer states that whether it's private, manufacturing, a school, they must always look to their governing municipality first; it would be like DPW Blashka having to aid Lincoln-Erdman School and he needed help with the situation, he'd call in for help. Commissioner Albright states that it gives us the ability to call others if we need help and they can call on us. DPW Blashka states that when he needs help, he calls LA Equipment first; if they're busy in another municipality, we work it out with them. Commissioner Griffin states that we don't want to disrupt the day-to-day operations; if it's a business, they should be calling private services to help them; if we keep it in a normal scope, most situations are not part of this program; this agreement will be good for a situation where there would be a lot of costs involved. Attorney Bauer states that he was thinking of adding language to item 1.4 Emergency to the effect of "day-to-day operations required of the municipality is not subject to this agreement". DPW Blashka states that that would be a good idea. Commissioner Griffin asks if item 5.2 Food and Shelter is necessary; it's good to have in, but do we need to include "shall be reimbursed". DPW Blashka asks who's considered the person in charge, or the designated supervisor. Attorney Bauer states that it's covered in item 1.2. Commissioner Griffin asks if item 5.4 Status means that if the City responds to us, they're then operating under their insurance, etc. DPW Blashka states yes. Commissioner Griffin states that in item 6.1, the third sentence states "Failure to accurately track and record costs using the indicated categories may hamper the Responding Municipality's ability to qualify for or receive state, federal or third party disaster funding should such funding become available"; if it's declared an emergency, doesn't WisWarn cover it. Attorney Bauer states yes, you have to fill out the required forms and if you don't respond and you don't keep track of expenses, you can't get reimbursed. He states that he'll add Sanitary District No. 3 to the agreement if they want. He states that he didn't know if the Commissioners also wanted to include Plymouth; we could add them. DPW Blashka states that we could add them. Commissioner Griffin states that we should inform the Town Board and get this item on their March agenda. Ms. Free states that she'll take care of that. Attorney Bauer states that the other municipalities will probably want input and have comments and he commends Sanitary District No. 2 for taking the initiative; it will take a while to work everything out with the other municipalities. He asks if Commissioner Griffin will be contacting Steve Steinert, at the County. Commissioner Griffin states that he will.

### **20. Communication & Correspondence Received After Posting of Agenda**

Nothing submitted; no updates.

### **21. Adjourn – Sanitary District No. 2 (Sewer)**

"There being no further business, the Town of Sheboygan Sanitary District No. 2 (Sewer) Commission adjourns the meeting at 5:30 p.m. until Monday, March 21, 2016, following the Sanitary District No. 3 Water monthly meeting per a motion by Commissioner Griffin and a second by Commissioner Katte." Motion carried.

#### **Town of Sheboygan Sanitary District No. 2 Sewer**

**David Griffin**, President  
**Ken Katte**, Treasurer  
**David Albright**, Secretary

#### **Town of Sheboygan Sanitary District No. 3 Water**

**Mark Flasher**, President  
**Jerome Hoepfner**, Treasurer  
**Spencer Lutzke**, Secretary

**Minutes approved on March 21, 2016**