

**MEETING NOTICE & AGENDA**  
**Mishicot Village Board – Regular Meeting**  
**Tuesday June 21, 2022 7:00 p.m.**  
**Village Hall – 511 E Main Street**

- I. Call to Order and Roll Call
- II. Pledge of Allegiance
- III. Approval of Minutes – June 7, 2022 Meeting Minutes
- IV. Visitors and Guests
  - Mike Reif
  - Bob Schimek – Mishicot Athletic Complex Update
- V. Committee Reports
- VI. Unfinished Business
  - A. Discussion/Board Action on Cruiser Court Cul de Sac Development Agreement
- VII. New Business
  - A. License Applications
  - B. List of Claims
  - C. Discuss/Board Action on Sewer Rate Increase Study – Taryn Nall
  - D. Discuss/Board Action on Resolution 2022-02, 2021 Compliance Maintenance Annual Report
- VIII Communications
- IX. Adjournment

Adjourn to next board meeting is Tuesday, July 5, 2022, at Village Hall at 7:00pm.

Notice posted June 17, 2022

\*\*\*AGENDA ITEMS MAY BE TAKEN OUT OF ORDER AS LISTED. Any person wishing to attend the meeting who requires special accommodation because of a disability should contact the Village Clerk's Office at 920-755-2525 at least 24 hours prior to the meeting so appropriate accommodations can be made.



**MISHICOT VILLAGE BOARD**  
**Regular Meeting**  
**June 7, 2022**

The Mishicot Village Board was called to order by President Samz at 7:00 p.m. at the Village Hall. Roll call indicated Trustees Becker, Beranek, Ferry, Franz, Samz, and Kliment. Trustee Wiegert was absent. Chief Granger, John Tulachka, and Clerk Reissmann, Officer Brooks, George Krause, Kevin Schmitz, Mike Reif, Chad Schwoerer, Adam Yelvington, Shae Sortwell, Kristin Loenen, Cari Yelvington, Marie Yelvington, C Yelvington, Stasha Walters, Marcus Richmond and Donna Yelvington were also present.

President Samz led everyone in attendance in the Pledge of Allegiance.

A motion was made by Trustee Kliment to approve the May 17, 2022, meeting minutes as corrected, seconded by Trustee Beranek. All in favor, motion carried.

Rep. Shae Sortwell from the Wisconsin State Assembly presented a citation to Adam Yelvington for his heroic actions in saving an individual from a burning car recently. He then gave an update on what has been happening in the State Assembly and the ongoing issue with delays in people getting their occupational licenses. He indicated that he will be working on that the next few months to try and get it resolved.

George Krause gave an update on interest in the lots that the village has for sale. He also brought a folder of materials in case anyone stops in and inquires on the lots.

Mike Reif, Laderon Drive, brought his concerns to the board about the building permit fees. He indicated that he won't be able to complete his projects with the cost of the permit fees. He also raised questions for the building inspector on why he couldn't get a building permit previously. It was suggested that Mike come back to the next meeting when the building inspector can be at the meeting so he can address his concerns directly to him. Kevin Schmitz is asking the board to grandfather Mike in with the building permit fees. He also raised concerns about the passage of the building permit fees and that he thinks discussions were held before it was on the agenda to be passed. It was noted that there were discussions and work done by the staff and Trustees Beranek and Samz to come up with something to present to the board and was reported under the committee reports on March 1 and March 15, 2022 prior to the board passing the fee schedule on April 5, 2022.

Chad Schwoerer from JKC Insurances Services was present to discuss the employee health insurance options and answer any questions. Discussion was held and it was decided to stay with the current provider, Anthem Blue Cross and Blue Shield at a cost of \$6,760.15 per month. A motion was made by Trustee Becker, seconded by Trustee Kliment to approve staying with the Anthem health insurance. Roll call indicated as follows: Ayes-6; Nays-0; Absent-1, motion carried.

Chief Granger informed the board that Officer Brooks has been elected to the board for Crime Stoppers. He also noted that the Neighbors Ring app is all set up and ready to go. He said that the end of the school year went well and all 3 officers were present at the graduation ceremony. Officer Ladwig is going to be attending training next week for critical incidents for the Critical Response Team. He noted that the new drug box has arrived and will be installed whenever John and Adam have time to do it. He also said that the cameras at the VFW have been installed and everything is working. Officer Brooks gave an update on the visits he made to the homeowners of the blighted properties around the village. He said for the most part, all were well received.

John met President Samz at the condos on Pine Ridge Court by Par 5 and is trying to get a resolution to the situation with the water from the sump pumps.

Trustee Becker informed the board that the Ambulance Service's recycling fundraiser brought in about 29,000 lbs. and they made about \$700. They will be working on setting a date for the fall collection.

Trustee Kliment said that the summer concert series will be starting on Wednesday and will run for 12 weeks.

Trustee Ferry presented the printouts from Progress Lakeshore of their newsletter, Introduction to the Rural Innovation Initiative and the April 2022 Workforce Data and left them for anyone who's interested to look at.

Trustee Beranek informed the board that the Plan Commission met with Bay Lakes, who is working on the Village's Comprehensive Plan update. He noted that a citizen questionnaire will be going out and that there will be a lot of meetings coming up to get this plan done by the end of the year.

President Samz informed the board that he had taken pictures of Andrew Farr's property as a neighbor was complaining about his yard and now there is a lot line dispute. It was noted that the area he is constructing a garden bed with pavers in is in the state right-of-way. Discussion was held and this will be discussed with the building inspector. He also indicated that since the siding still isn't on the house, he instructed Rick to issue him a citation for not complying. He also noted that he received a call about the retaining walls at the cemetery is cracked and crumbling and whether anything can be done about it. He said that it looked like someone was running skateboards on it. He also said that the Personnel Committee will be meeting again to go over updates to the personnel manual in the near future.

Clerk Reissmann reported that she received a dividend check from the League of WI Municipalities for the 2022 dividend in the amount of \$3,234.00 with 1/3 going to the general fund, 1/3 to the water fund and 1/3 going to the sewer fund. She also gave an update on the ARPA funds, what was spent and how much is remaining. She also presented the wiring diagram from the contractor to fix the phone wiring and Spectrum will pay the cost to fix it. The board was ok with the wiring diagram and to go ahead and schedule the work. Discussion was held on putting the security system wiring at the village hall into conduit as well.

The Cruiser Court Cul de Sac Development Agreement was presented to the board along with suggested edits from the attorney. The board reviewed the edits and approved them to be changed in the agreement. The attorney also needs more time to review the agreement further to be sure the agreement complies with the state statutes. This will be put on hold until the agreement can be completed and will then be brought back to the board for approval.

The Clerk presented the alcohol and tobacco license applications for the 2022-2023 licensing year commencing July 1, 2022 with the exception of the Class "B" picnic license for the Mishicot Youth Sports, which is for June 16-19, 2022. A motion was made by Trustee Kliment to approve all licenses as presented on the attached list, seconded by Trustee Franz. All in favor, motion carried.

President Samz introduced general fund claims in the amount of \$25,176.52, water utility fund claims in the amount of \$5,500.00 and sewer utility fund claims in the amount of \$32,797.21 for Board action. A motion was made by Trustee Franz to accept the claims as presented and posted, seconded by Trustee Beranek that claims totaling \$63,473.73 to be approved and the Treasurer to be authorized the same. Roll call indicated as follows: Ayes-6; Nays-0; Absent-1, motion carried.

Ordinance 2022-02 was presented to the board. The Clerk informed the board that there are 59 past due customers with a total of \$24,397.56 in arrears just from this year. That doesn't include the prior years' receivable from the county for unpaid tax bills. It was agreed that that amount is excessive. The Clerk was asked to read the ordinance. Discussion was held. A motion was made by Trustee Ferry, seconded by Trustee Franz to adopt Ordinance 2022-02 Failure to Pay Water Charges as presented. Roll call indicated as follows: Ayes-6; Nays-0; Absent-1, motion carried.

An estimate was presented to the board for the cemetery road paving project and since it was over \$25,000, the project will need to be put out on bids. Discussion was held. The Clerk & John will proceed with the bid process.

The Village of Mishicot's Comprehensive Plan Public Participation Plan was presented to the board for approval. Bay Lakes requires this approval to move forward with the comprehensive plan. A motion was made by Trustee Becker, seconded by Trustee Beranek to accept the Mishicot Comprehensive Plan Public Participation Plan as presented. All in favor, motion carried.

A motion was made by Trustee Kliment, seconded by Trustee Beranek to adjourn at 9:20 pm until the next meeting on June 21, 2022. All in favor, motion carried.

Respectfully Submitted by:

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Kathy Reissmann, Village Clerk-Treasurer

NOT APPROVED



**Development Agreement for  
Subdivision Improvements for  
Cruiser Court**

Title of Document

Document Number

The property affected by this Agreement is legally described on the attached Exhibit A.

Name and Return Address

Atty. Michael Lambert  
Kummer, Lambert, Fox, Glandt &  
Nelson, LLP  
P927 S. 8<sup>th</sup> Street, Second Floor  
Manitowoc, WI 54220

(Parcel Identification Number)

**CERTIFICATION**

I, Kathy Reissmann, the duly appointed Village Clerk Treasurer of the Village of Mishicot, do hereby certify that the attached Development Agreement for improvements on Cruiser Court is a true and correct copy of the original and if they are not legible or readable, a copy of the original is available from the Village of Mishicot Clerk's Office.

Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Kathy Reissmann,

\_\_\_\_\_  
Village Clerk/Treasurer

This Certification relates to the Agreement for Subdivision Improvements for Cruiser Court between the Village of Mishicot and \_\_\_\_\_.



**DEVELOPMENT AGREEMENT FOR CRUISER COURT IMPROVEMENTS  
VILLAGE OF MISHICOT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "**DEVELOPER**", and the Village of Mishicot, hereinafter referred to as the "**MUNICIPALITY**", a Wisconsin municipal corporation located in Manitowoc County, Wisconsin, for the Cruiser Court Development.

**RECITALS**

**WHEREAS** this **AGREEMENT** related to the real estate owned by the **DEVELOPER** located within the **MUNICIPALITY** (hereafter **PROPERTY**) as described in the attached **EXHIBIT A**, and

**WHEREAS DEVELOPER** desires to develop the **PROPERTY** as residential land use on the parcel shown in **EXHIBIT B**, and

**WHEREAS** the **MUNICIPALITY** seeks to protect the health, safety, and general welfare of the community by requiring the completion of various improvements on Cruiser Court and thereby to limit the harmful effects of substandard development, and

**WHEREAS** the applicable provisions of the **MUNICIPALITY** Code of Ordinances require that provisions be made for the installation of public sanitary sewer facilities, water mains, and water service laterals, provide for the grading of public and private lands, complete storm water management and erosion control measures and complete street improvements required to serve Cruiser Court, and

**WHEREAS** the purpose of this **AGREEMENT** is to protect the **MUNICIPALITY** from the cost of completing improvements itself and is not executed for the benefit of material, men, laborers, or others providing work, services, or material to the **SUBDIVISION** or for the benefit of the **DEVELOPER**, and

**WHEREAS** the purpose of this **AGREEMENT** includes but is not limited to the avoidance of harmful consequences of land development prior to satisfactory completion of improvements, or prior to the payment of improvement costs, and

**WHEREAS** this **AGREEMENT** is made for the mutual benefit of the **DEVELOPER** and the **MUNICIPALITY** in order that land development requirements are fully complied with, and

**WHEREAS** the **MUNICIPALITY** will be injured in the event of the **DEVELOPER'S** failure to fully and completely perform the requirements of this **AGREEMENT** even if construction has not yet been commenced. Accordingly, the parties agree that the **MUNICIPALITY** may enforce the terms and provisions of the **AGREEMENT** even if construction has not begun, and

**WHEREAS** the mutual promises, state law and the **MUNICIPALITY'S** Code of Ordinances authorizes the covenants and obligations contained in this **AGREEMENT**, and

**WHEREAS DEVELOPER** agrees to develop the **PROPERTY** in accordance with this **AGREEMENT** and any applicable regulations of any governmental entity with jurisdiction and/or any other applicable ordinances, including the **MUNICIPALITY'S** Comprehensive Plan and other rules and regulations of the **MUNICIPALITY**, and

**WHEREAS** it is the intention of the parties that by this **AGREEMENT** the parties specifically approve the terms and conditions governing the development of property on Cruiser Court, and

**WHEREAS**, the **DEVELOPER** now wishes to have the **MUNICIPALITY** install public improvements to serve Cruiser Court, and

**WHEREAS** the approval of the final plan for the Cruiser Court development is contingent upon the execution of this **AGREEMENT**, and the submittal of all documents required by this **AGREEMENT**, and

**WHEREAS** this **AGREEMENT** currently contains the following exhibits and any subsequent exhibits provided for under the **AGREEMENT**, all of which are incorporated herein as if fully set forth:

This **AGREEMENT** currently contains the following exhibits and any subsequent exhibits provided for under the **AGREEMENT**, all of which **are** incorporated herein as if fully set forth:

**EXHIBIT A - LEGAL DESCRIPTION**

**EXHIBIT B – PARCEL MAP**

**EXHIBIT C - PRELIMINARY PLAT RESOLUTION**

**EXHIBIT D - CSM**

**EXHIBIT E – PRELIMINARY STREET AND UTILITY IMPROVEMENTS FIGURE**

**EXHIBIT F - START DATE AND COMPLETION SCHEDULE**

**EXHIBIT G - CONSULTING ENGINEER – ESTIMATED CONSTRUCTION RELATED COSTS**

**NOW THEREFORE**, in consideration of the granting of approval for the development of the Cruiser Court **PROPERTY**, the **DEVELOPER** agrees to have **MUNICIPALITY**, complete, and receive payment from **DEVELOPER** for all improvements outlined herein on lands owned by **DEVELOPER**, in accordance with terms and conditions of this **AGREEMENT** and any applicable regulations of any governmental entity with jurisdiction and/or the ordinances, rules and requirements imposed by the **MUNICIPALITY**.

**ARTICLE I – GENERAL CONDITIONS REGARDING OVERALL  
PROPERTY CONSTRUCTION AND DEVELOPMENT**

**A. Use of DEVELOPER Lands**

Lands shall be developed for residential use.

**B. Property Access**

During **MUNICIPALITY** construction of all improvements required by this **AGREEMENT**, all access to the property by construction vehicles, construction deliveries, vehicles of construction employees and other vehicles involved in the construction of all improvements, including construction across the **PROPERTY** and installation of private utilities, shall occur via Chrysler Drive. **MUNICIPALITY** shall endeavor to enforce these access restrictions with all contractors and subcontractors. Should **MUNICIPALITY** have the need to install signs to enforce these access restrictions within neighboring public rights-of-way, the cost of the signs and installation shall be borne by **MUNICIPALITY**.

**C. Building Permits**

No building permits shall be issued for single family lots, until the **MUNICIPALITY** has made all necessary approvals; utilities to serve the individual building sites are in place, inspected and accepted; a drivable year-round streets (full asphaltic binder course pavement installed) with curb and gutter is in place in accordance with this **AGREEMENT**, inspected and accepted; all storm water management facilities have been completed, and all other required improvements, except for the second lift of asphalt and landscaping, have been completed, inspected, and approved. **MUNICIPALITY** shall provide written notice to **DEVELOPER** when all conditions within this paragraph have been satisfied to allow issuance of building permits. Notwithstanding the above, footing and foundation permits may be requested by **DEVELOPER** prior to acceptance as noted above with installation of the asphaltic binder course pavement on all public right-of-way on Cruiser Court.

**D. Building Construction Access**

After building permits are allowed to be issued, access to **PROPERTY** shall be via Chrysler Drive. However, after building permits are allowed to be issued, no parking of construction vehicles, construction deliveries, vehicles of construction employees and other vehicles involved in the construction of on-going improvements and building construction, including installation of private utilities, shall occur outside the boundary of **PROPERTY**. These parking restrictions include any vehicle involved with **MUNICIPALITY** inspection of construction or buildings.

**E. Street and Utility Plans:**

1. **MUNICIPALITY** shall provide engineering services for design, bidding, and construction of the street and utility improvements. All street and utility improvements will be designed and constructed in accordance with the **MUNICIPALITY'S** Code of Ordinances. The street improvements will include curb and gutter. The **MUNICIPALITY** will bid the improvements on a unit price basis of payment to the selected Contractor(s). Street, sanitary sewer, water main, and storm sewer improvements will be constructed on Cruiser Court from Chrysler Drive to the west into the **DEVELOPER'S** land parcel as shown in **EXHIBIT E**.

**ARTICLE II - GENERAL CONDITIONS OF STREET AND UTILITY IMPROVEMENTS**

**A. Improvements**

The **MUNICIPALITY** shall construct and install all street and utility improvements on Cruiser Court as shown in **EXHIBIT E**. The **MUNICIPALITY** is obligated to pay for street and utility work on Cruiser Court from Chrysler Drive to back lot lines of properties on Chrysler Drive (current Village street right-of-way) in accordance with the unit prices provided in the project bid and quantity constructed. The **DEVELOPER** is obligated to pay for street and utility work on their property as shown in **EXHIBIT B**, in accordance with the unit prices provided in the project bids and quantity constructed.

**B. Contractors Engaged by Municipality**

The **MUNICIPALITY** agrees to engage Contractors/Subcontractors for all construction included in the **AGREEMENT** who shall perform such work to the standards of the

**MUNICIPALITY** and who shall comply with every requirement of the **MUNICIPALITY'S** Municipal Code, Village Standard Specifications, and standards in performing such work.

**C. Signed Documents, Letter of Credit and Fees**

The **DEVELOPER** agrees that prior to the design, the **DEVELOPER** shall sign this agreement and shall place on file with **MUNICIPALITY** a Letter of Credit in an amount approved by **MUNICIPALITY** Engineer and in a format approved by the **MUNICIPALITY** Attorney; soon thereafter as reasonably can be expected **MUNICIPALITY** representatives sign this agreement and **MUNICIPALITY** representative records this **AGREEMENT** with Exhibits in the Office of the Manitowoc County Register of Deeds. Furthermore, start of construction shall not occur until **DEVELOPER** has paid all outstanding fees due to **MUNICIPALITY** accrued during approvals and reviews of this development.

**D. Change Order to Work**

The **MUNICIPALITY** and **DEVELOPER** further agree the **DEVELOPER** shall be responsible for any costs or changes related to this project to comply with local and state requirements.

**E. Acceptance of Work**

The **MUNICIPALITY** shall review **IMPROVEMENTS** after any such improvements are completed and, if acceptable to the **MUNICIPAL ENGINEER**, the **MUNICIPALITY VILLAGE BOARD** shall accept, subject to reasonable discretion, such **IMPROVEMENTS** as following the standards and specifications of the **MUNICIPALITY**. At the option of the **MUNICIPALITY**, if the ground is frozen, the time for final inspection may be extended as necessary so that final inspection may take place in spring of the following year after vegetation has become established. Before obtaining acceptance of any such **IMPROVEMENT**, the **DEVELOPER** shall present to the **MUNICIPALITY** valid lien waivers from all persons including that of the **DEVELOPER**, their contractors, sub-contractors, and material suppliers providing materials or performing work on the **IMPROVEMENT** for which approval is sought.

**F. Guarantee of Work**

The **MUNICIPALITY** agrees to guarantee and warrant the **IMPROVEMENTS** against defects in workmanship or materials for a period of one (1) year from the date of acceptance by the **MUNICIPALITY VILLAGE BOARD** (the **Guarantee Period**).

The **DEVELOPER** may request, in writing, acceptance of sanitary sewer, water main, and streets as they are completed, and the Letter of Credit shall be reduced accordingly as stated elsewhere herein.

**G. Compliance with Agreement**

The **DEVELOPER** shall fully comply with any and all provisions of this **AGREEMENT** and with all **MUNICIPAL** Ordinances, and all other laws, regulations, codes, and order of governmental entities with jurisdiction, whether or not specifically addressed in this **AGREEMENT** including but not limited to:

1. Sanitary Sewer Facilities and Laterals:
  - a. The **MUNICIPALITY** shall install sanitary sewer mains and laterals (to 10 feet

outside of the right-of-way) to serve all lots within the **DEVELOPER'S** land parcel in accordance with the approved utility plans. In addition to any other approvals required by this **AGREEMENT**, until such time that all necessary approvals of plans have been obtained from the **MUNICIPAL ENGINEER** and the State of Wisconsin Department of Natural Resources, no installation of underground utilities shall commence.

- b. As required by the **MUNICIPAL ENGINEER** as part of the approved plans, the sanitary sewer plans shall include provisions to serve future development.
- c. The **MUNICIPALITY** shall furnish the **DEVELOPER** with reproducible approved plans of the sanitary sewer system, including location and elevation of laterals at the lot lines.
- d. All materials used shall conform to the Standard Specifications for Sewer Main Construction of the **MUNICIPALITY**.

2. Water Mains and Service Pipes:

- a. The **MUNICIPALITY** shall install water mains, including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve all lots within the **DEVELOPER'S** land parcel as required by the plans, specifications, and requirements of the Water Utility and as approved by the State of Wisconsin Department of Natural Resources. Valves shall be set pursuant to **MUNICIPALITY** specifications. All water service laterals shall be capped and buttressed ten (10 feet) beyond the right-of-way line with a control valve/road box anchored to the main.
- b. All materials used shall conform to the **MUNICIPALITY'S** Standard Specifications for Water Main Construction and **MUNICIPALITY'S** Standard Specifications.
- c. Fire hydrants shall be installed at **DEVELOPER'S** expense. Fire hydrants shall not be installed or permit within ten (10) feet of driveway approaches, light poles, or over laterals (sewer or water). No building permit shall be issued until the **MUNICIPAL ENGINEER** has determined adequate fire hydrants are installed and available.
- d. The **MUNICIPALITY** shall furnish the **DEVELOPER** with reproducible electronic AutoCAD (most recent version), or portable document format approved plans of the water system, including location and elevation of laterals at the lot lines.
- e. No water or sewer lateral shall be placed closer than ten (10) feet from driveway aprons or driveways. This restriction shall be placed upon all construction drawings and in the **SUBDIVISION** restrictions.
- f. No phone, electric, or gas utilities shall be permitted within the drainage easements, unless the utility crosses the drainage at ninety-degree angles. This restriction to be placed upon all construction drawings and in the **MUNICIPALITY** restrictions.

3. Streets:
  - a. Leads and pavement on all streets within the **DEVELOPER** lands shall be constructed to the established standards and/or specifications of the **MUNICIPALITY**, as may be updated or amended from time to time.
  - b. The final lift of asphalt on the publicly dedicated streets shall be installed not less than three (3) winter seasons after the installation of the binder course, of asphalt; or upon the issuance of occupancy permits for residences on the property.
  
4. Storm Water Management Structures:
  - a. The **MUNICIPALITY** shall install all storm water management facilities including related public and private storm sewers required by **MUNICIPALITY** Ordinance and the plans and specifications approved by the **MUNICIPALITY ENGINEER**.
  - b. **MUNICIPALITY** shall furnish the **DEVELOPER** with reproducible electronic AutoCAD (most recent version), or portable document format approved plans of the storm water system for the developed property.
  - c. No private utilities (such as and not limited to electricity, natural gas, cable television, fiber optic, telephone /cell phone, other communication facilities) shall be permitted within drainage easements, unless the utility crosses the drainage easement at a ninety-degree angle. This restriction shall be placed upon all construction drawings.
  - d. All underground services shall be constructed according to **MUNICIPAL** specifications and/or as reasonably required by Department Heads and Village Engineers.
  - e. Interim inlets set to the top of binder grade shall be required only at the low point of sag curves or at the first set of inlets upstream of the connection to an existing paved road.
  - f. In the event it is determined by the Village Engineers ground water is within two (2) feet of basement floor elevation, then the **MUNICIPALITY** shall install a secondary storm sewer behind the curb in the affected areas and connected to the storm drainage system so as to allow lot owners to discharge sump pump water into the storm sewer at expense of **DEVELOPER**.
  
5. Other Improvements Required:
  - a. Where standards and/or specifications have not been established by the **MUNICIPALITY**, all work shall be made in accordance with established engineering practices as designated and approved by the **MUNICIPAL ENGINEER**.
  - b. Streetlights shall be installed at each intersection and adjacent each fire hydrant. Streetlights and per Village Specifications, all lighting shall be decorative, and down lighting per Village Specifications. \_\_\_\_\_ Plan shall be provided to **MUNICIPALITY** for approval prior to installation of the streetlights. The **DEVELOPER** shall install Night Aura coach light fixture and smooth black fiberglass pole with LED Fixture per Village Specifications. On the Boulevards,

two light fixtures (on a single pole) shall be required at the intersections. Provided the **DEVELOPER** has delivered all required Letters of Credit to the **MUNICIPALITY**, building permits may be issued prior to the installation of streetlights. **DEVELOPER** agrees to incur and pay for all costs related to the purchase and installation of streetlights. The **DEVELOPER** shall order and \_\_\_\_\_ shall install all streetlights.

- c. **DEVELOPER** agrees to pay for all costs related to the purchase and installation of all street and traffic signs and traffic pavement markings. The **MUNICIPALITY** shall initially install all signs and **DEVELOPER** shall be responsible for any necessary reinstallations until acceptance of the streets.

**H. DEVELOPER to Reimburse the MUNICIPALITY for Costs Sustained**

The **DEVELOPER** shall reimburse the **MUNICIPALITY** for its actual cost of design, inspections, testing, construction, and associated legal fees for the required public **IMPROVEMENTS**. The **MUNICIPALITY'S** costs shall be determined as follows:

- a. The cost of **MUNICIPAL** employees' time engaged in any way with the required public **IMPROVEMENTS** based on the hourly rate paid to the employee multiplied by a factor determined by the **MUNICIPALITY** representing the **MUNICIPALITY'S** cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation, and similar benefits.
- b. The cost of **MUNICIPALITY** equipment employed.
- c. The cost of mileage reimbursed to **MUNICIPAL** employees, which is attributed to the land division.
- d. The actual costs of **MUNICIPAL** materials incorporated into the work including transportation costs plus a restocking and/or handling fee not to exceed 5% of the cost of the materials.
- e. The costs incurred by the **MUNICIPALITY** in connection with the review and approval of the final plat of subdivision as well as the cost for review and approval of other related documents including deed restrictions.
- f. All consultant fees paid by the **MUNICIPALITY**, including planning, legal and engineering, associated with this **AGREEMENT** and the **IMPROVEMENTS** shall be reimbursed by **DEVELOPER** at the invoiced amount. The **VILLAGE** shall cause all parties with whom it contracts for any civil engineering or inspections to submit fully itemized bills showing the date work was done, work completed, time spent on each job, the name of the person performing the work, and the hourly charge for each person performing the work. The **MUNICIPALITY** shall submit to **DEVELOPER** its bill for civil engineering, inspections, and any other costs to be paid by **DEVELOPER** and shall itemize the **MUNICIPALITY'S** costs in a similar format.

**ARTICLE III - SUPPLEMENTAL GENERAL CONDITIONS**

**A. No Vested Rights Granted**

Except as provided by law, or as expressly provided in this **AGREEMENT**, no vested right in connection with this project shall inure to the **DEVELOPER**. Nor does the **MUNICIPALITY** warrant by this **AGREEMENT** that the **DEVELOPER** is entitled to any other approvals required.

**B. No Further Lot Division**

No lot shall be further divided, or lot lines adjusted by **DEVELOPER** without **MUNICIPALITY'S** written approval.

**C. No Waiver**

No waiver of any provision of this **AGREEMENT** shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this default under this **AGREEMENT** be deemed a waiver of any subsequent default or defaults of the same type. The **MUNICIPALITY'S** failure to exercise any right under this **AGREEMENT** shall not constitute the approval of any wrongful act by the **DEVELOPER** or the acceptance of any **IMPROVEMENT**.

**D. Amendment/Modification**

This **AGREEMENT** may be amended or modified only by a written amendment approved and executed by the **MUNICIPALITY** and the **DEVELOPER**.

**E. Right to Cure**

Upon any breach by **DEVELOPER** of this **AGREEMENT** and as a condition precedent prior to the **MUNICIPALITY** exercising any of its rights and remedies available pursuant to this **AGREEMENT** for such default, the **MUNICIPALITY** shall give the **DEVELOPER** written notice of the breach and the **DEVELOPER** shall then have 15 days to cure such default. After the **MUNICIPALITY** has given 15 days' written notice to the **DEVELOPER** of the breach, but only if the breach has not been cured to the reasonable satisfaction of the **MUNICIPALITY** within said 15 days, or if the breach cannot reasonably be cured in the determination of the **MUNICIPALITY** within 15 days and **DEVELOPER** does not provide assurances satisfactory to the **MUNICIPALITY** that the breach will be cured as soon as possible, **DEVELOPER** shall be deemed in default of this **AGREEMENT** and the **MUNICIPALITY** shall be entitled to exercise any and all of its rights and remedies as set forth in this **AGREEMENT** at the **DEVELOPER'S** cost. **DEVELOPER** shall reimburse **MUNICIPALITY** for the costs incurred to cure the breach. **DEVELOPER** and the **MUNICIPALITY** acknowledge and agree that these 15 days right to cure set forth herein shall not apply when the **MUNICIPALITY** deems the breach to adversely affect public health, safety, or welfare or the preservation of private property.

**F. Default**

Subject to Article III, Subsection E, above, a default is defined herein as the **DEVELOPER'S** breach of, or failure to comply with, the terms of this **AGREEMENT**. The **MUNICIPALITY** reserves to itself the right to draw on a Letter of Credit as set forth in the Letter of Credit or other surety provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, prohibiting the sale of lots by the **DEVELOPER**, stopping all construction in the approved final plat, or not issuing building permits.

**G. Entire Agreement**

This written **AGREEMENT**, and written amendments, and any referenced attachments



thereto, shall constitute the entire **AGREEMENT** between the **DEVELOPER** and the **MUNICIPALITY**.

**H. Time**

For the purpose of computing the commencement, abandonment, and completion periods, and time periods for **DEVELOPER** or **MUNICIPALITY** action, such times in which war, civil disasters, acts of God, pandemics, or extreme weather conditions occur or exist shall not be included if such events prevent the **DEVELOPER** or **MUNICIPALITY** from performing its obligations under the **AGREEMENT**.

**I. Severability**

If any part, term, or provision of this **AGREEMENT** is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the **AGREEMENT**.

**J. Benefits**

The benefits of this **AGREEMENT** to the **DEVELOPER** are personal and shall not be assigned without the express written approval of the **MUNICIPALITY**. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this **AGREEMENT** are personal obligations of the **DEVELOPER** and also shall be binding on the heirs, successors, and assigns of the **DEVELOPER**. The **MUNICIPALITY** shall release the original **DEVELOPER'S** Letter of Credit if it accepts new security from any subsequent developer or lender who obtains the property. However, no act of the **MUNICIPALITY** shall constitute a release of the original **DEVELOPER** from its liability under this **AGREEMENT**.

**K. Immunity**

Nothing contained in this **AGREEMENT** constitutes a waiver of the **MUNICIPALITY'S** sovereign immunity under Wis Statutes Section 893.80.

**L. Payment of Fees**

**DEVELOPER** shall be responsible for payment to **MUNICIPALITY** of all professional fees incurred during review, coordination, and inspection of all activities related to **PROPERTY** development and installation of improvements. The fees may involve reimbursement of **MUNICIPALITY** staff time involving inspection of improvements and coordination with others to correct installation of improvements in accordance with **MUNICIPALITY** specifications.

**M. Notice**

Any notice required or permitted by this **AGREEMENT** shall be deemed effective when personally delivered in writing or transmitted via email to the emails set forth below, provided that the transmitting party retains evidence of the successful email transmission or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to **DEVELOPER**:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**N. Recordation**

The **MUNICIPALITY** may record a copy of this **AGREEMENT** or Affidavit indicating the existence of this **AGREEMENT** in the Register of Deeds Office. The **DEVELOPER** shall pay all cost of recording.

**O. Personal Jurisdiction and Venue**

Personal jurisdiction and venue for any civil action commenced by either party to this **AGREEMENT** whether arising out of or relating to the **AGREEMENT** or Letter of Credit shall be deemed to be proper only if such action is commenced in the Circuit Court for Manitowoc County. The **DEVELOPER** expressly waives his/her/their right to bring such action in or to remove such action or any other court whether state or federal.

**P. Building Permits**

No building permits, except those identified in Section S below, shall be issued until:

- The sanitary sewer, water main, storm sewer, and laterals have been installed per the approved construction plans and have passed all tests.
- The curb and gutter, binder course of asphalt and sidewalks have been installed.

**Q. Effective Date**

This **AGREEMENT** shall be effective as of the date and year first written above.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

VILLAGE OF MISHICOT )  
MANITOWOC ) ss.  
COUNTY, WISCONSIN )

By: \_\_\_\_\_  
Bernie Samz, Village President

Attest: \_\_\_\_\_  
Kathy Reissmann, Village Clerk/Treasurer

ACKNOWLEDGEMENT )  
STATE OF WISCONSIN ) ss.  
COUNTY OF MANITOWOC )

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above-named Bernie Samz, Village of Mishicot President, and Kathy Reissmann, Village of Mishicot Clerk/Treasurer, to me known to be the persons and officers who executed for foregoing instrument and acknowledged that they executed the same as such officers off the VILLAGE OF MISHICOT.

Signed \_\_\_\_\_  
Name \_\_\_\_\_ Notary Public, State of Wisconsin  
My Commission expires \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN     )  
                                          )SS  
MANITOWOC COUNTY     )

Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named \_\_\_\_\_,  
as \_\_\_\_\_, to me know to be the person who executed the foregoing instrument and  
acknowledged the same.

\_\_\_\_\_

Print Name: \_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**Exhibit A**  
**LEGAL DESCRIPTION**

**Exhibit B**  
**PARCEL MAP**

**Exhibit C**  
**PRELIMINARY PLAT RESOLUTION**

**Exhibit D**  
**CSM**



**Exhibit E**  
**PRELIMINARY STREET AND UTILITY IMPROVEMENTS FIGURE**

**Exhibit F**  
**START DATE AND COMPLETION SCHEDULE**

**Exhibit G**  
**CONSULTING ENGINEER – ESTIMATED CONSTRUCTION RELATED COSTS**



## Kathy Reissmann

---

**From:** Nall, Taryn <TNall@ruekert-mielke.com>  
**Sent:** Wednesday, May 11, 2022 9:13 AM  
**To:** Kathy Reissmann; John Tulachka; Bernie Samz (bsamz@mishicot.org)  
**Cc:** Wagner, Kevin; Gysbers, Bridgot  
**Subject:** 2022 Sewer User Charge System  
**Attachments:** Mishicot Sewer User Charge System.pdf

Attached is a copy of the 2022 Sewer User Charge System. The final analysis indicates there is an opportunity to reduce fixed meter charges and variable charge if the Village Board chooses to do so. Here are the highlights of the update:

- All current debt for the City of Two Rivers that is Village obligation is covered (2018-2020 WWTF projects). The City expects future debt associated with sludge dewatering but no action expected within the next couple of years.
- The fixed charge costs include \$40,000 for SS televising & sewer rehabilitation which is an increase from past UCSs from recommendation from John T.
- UCME number increased significantly upon receipt of correct meter numbers from John T. This reduces fixed meter charges.
- Water use and village operating costs did not change significantly from the past study but the treatment charge from the City of Two Rivers were lower. This provides a slight decrease in variable rate.
- The annual O&M costs from the Village audit were increased 5% to account for inflation.

I am currently having Cindy L. update the debt payment schedules so Kathy R. can easily and accurately pay Two Rivers debt invoices; and will have principal and interest amounts for your Auditor.

Please contact me if you have any questions or if you need additional information. Thank you.

**Taryn S. Nall, P.E.**  
*Project Manager*



📞 920-486-6626

✉️ TNall@ruekert-mielke.com

🌐 ruekertmielke.com



Celebrating 75 Years of Engineering Excellence!  
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APPENDIX "A"  
SEWER USER CHARGE SYSTEM  
VILLAGE OF MISHICOT, WISCONSIN

INTRODUCTION

This methodology is to be utilized by the Village of Mishicot to determine minimum quarterly billing per customer and the variable unit cost for sewer use. User charges shall be reviewed and updated no less than every two years.

METHODOLOGY OF DISTRIBUTING USER CHARGES

The fixed charges will include the Village of Mishicot Sewer Utility debt retirement and replacement fund costs, Two Rivers administrative charges, Village share of the City of Two Rivers Wastewater Treatment Plant debt retirement and replacement costs, Village share of the City of Two Rivers sanitary sewer improvements, Village sewer system televising and rehabilitation costs, and portion of Village maintenance and repairs expenses. The volume charge will include the operation and maintenance (O&M) costs for the Village collection and conveyance systems and regional treatment user charges for use of the City of Two Rivers wastewater management system.

Fixed Cost

The annual Mishicot and Two Rivers debt retirement and replacement fund costs, Two Rivers annual administrative fee, Two Rivers capital improvements costs, Village sewer system televising and rehabilitation costs and portion of Village maintenance and repairs expenses are estimated to be \$435,300. A summary of the annual fixed costs is presented in Table 1.

Table 1 Summary of Annual Fixed Costs

Item	Annual Cost, Dollars
<u>Debt Retirement</u>	
<u>VILLAGE</u>	
2004 CWF Loan-Collection System (a)	44,100
CWF Loan for Wastewater Management System Improvements (b)	217,400
CWF Loan for Church Street Sewer Replacement	15,900
Village Debt Coverage (c)	12,940
<u>CITY OF TWO RIVERS</u>	
City of Two Rivers WWTP & Parkway Blvd. Sewage Lift Station Improvements (b)	17,400
City of Two Rivers WWTP 2018-2020 Improvements	25,500
2014 City of Two Rivers 310 Interceptor Sewer Improvements	
Debt Retirement 2018-2032	8,650
Recovery of Debt Retirement (2014-2017) 2019-2023	6,920
City of Two Rivers Capital Improvements Cost	
<u>WWTP</u>	
Parkway Boulevard Sewage Lift Station	160
Village of Mishicot Replacement Fund Annual Deposit	14,800
City of Two Rivers Replacement Fund Deposit (Village Share)	15,100
Annual Sewer System Televising & Rehabilitation Costs	40,000
City of Two Rivers Annual Administration Fee	1,000
Maintenance and Repairs Expenses (Village Sewage Lift Stations)	15,000
<b>Total</b>	<b>435,300</b>

(a) Last payment in 2022

(b) Last payment in 2027

(c) Debt coverage of \$27,740 needed. Replacement fund deposit of \$14,800/year reduces debt coverage to \$12,940





The annual fixed charges of \$435,300 will be allocated to each sewer user based on meter size. The fixed user charge is calculated by dividing the debt retirement costs by the number of user charge meter equivalents (UCME's) in the Village. The total annual fixed cost is estimated to be \$435,300 per year. There are 1,167.0 UCME's in the Village. The calculation of the number of UCME's is presented in Table 2. The fixed user charge for a residential user with a ¾-inch water meter would be \$373.04 per year (\$93.26/quarter) which is a 15.9% decrease.

Table 2 Calculation of User Charge Meter Equivalents

Meter Size, inches	Number of Meters	User Charge Factor	Total Meter Equivalents
¾	757	1.0	757.0
1	14	2.5	35.0
1½	37	5.0	185.0
2	5	8.0	40.0
3	10	15.0	150.0
Total	823		1,167.0

Volume Charge

The volume charge is calculated by dividing the annual operating and maintenance costs by the annual volume of water sold in the Village that is discharged to the sanitary sewer. A summary of the annual operation and maintenance costs expected in 2022 is presented in Table 3. The annual operation and maintenance costs are estimated to be \$244,353. The volume of water sold in 2021 that was discharged to the sanitary sewer was 30,849,346 gallons. The volume charge is estimated to be \$7.92 per 1,000 gallons (5.6% decrease).

Table 3 Summary of Annual Operation and Maintenance Costs

Item	Cost, Dollars (a)
System Operation Expenses	
Supervision and Labor	6,796
Power	13,849
Chlorine	1,575
Operating Supplies and Expenses	16,005
Maintenance and Repairs Expenses	44,096
General Operating Expenses	
Administrative and General Salaries	30,148
Office Supplies and Expenses	9,000
Outside Services Employed	5,696
Insurance Expenses	6,092
Employee Pensions and Benefits	15,511
Miscellaneous General Expenses	3,724
Taxes	6,071
Regional Wastewater Management Expenses	
City of Two Rivers Treatment Charges to Village	85,790 (b)
<b>TOTAL 2021</b>	<b>244,353</b>

(a) Based on 2021 Annual Financial Report. Cost of each item increased 5%.

(b) Based on wastewater flow of 62.086 million gallons for 2021 and Volume charge of \$1.316 per 1,000 gallons.

A residential customer that has a ¾-inch meter and uses 9,100 gallons of water discharged to sewer per quarter (2021 PSC Report) will be charged \$661.33 annually. The quarterly user charge to the residential customer will be approximately \$165.33. This quarterly user charge for a residential customer is 1.5% lower than the existing quarterly user charge adopted by the Village Board in November of 2020.



Year	2008 Parkway Blvd. SLS & SS				2014 310 Inter. SS Improvements				Two Rivers WWTF Improvements CMF 4107-40 Headworks				Two Rivers WWTF Improvements CMF 4107-44 Digester/RRAS				Total Debt Payments to Two Rivers			
	Principal	Interest	Total		Principal	Interest	Total		Principal	Interest	Total		Principal	Interest	Total		Principal	Interest	Total	
2022	16,328.62	1,067.93	17,396.55		10,903.80	4,666.20	15,570.00		16,742.48	2,482.97	19,225.45		5,389.40	750.14	6,139.54		49,364.30	8,967.24	58,331.54	
2023	16,999.46	389.06	17,388.52		11,074.56	4,495.44	15,570.00		16,874.57	2,348.40	19,222.97		5,427.36	711.56	6,138.92		50,375.95	7,944.46	58,320.41	
2024	17,686.36	(306.06)	17,380.30		6,850.74	1,799.26	8,650.00		17,009.13	2,211.33	19,220.46		5,465.94	672.33	6,138.27		47,012.17	4,376.86	51,389.03	
2025	18,389.70	(1,017.81)	17,371.89		7,030.57	1,619.43	8,650.00		17,146.22	2,071.68	19,217.90		5,505.17	632.46	6,137.63		48,071.66	3,305.76	51,377.42	
2026	19,109.86	(1,746.59)	17,363.27		7,215.12	1,434.88	8,650.00		17,285.85	1,929.43	19,215.28		5,545.04	591.93	6,136.97		49,155.87	2,209.65	51,365.52	
2027	19,847.26	(2,492.81)	17,354.45		7,404.52	1,245.48	8,650.00		17,428.10	1,784.52	19,212.62		5,585.57	550.74	6,136.31		50,265.45	1,087.93	51,353.38	
2028					7,598.89	1,051.11	8,650.00		17,573.02	1,636.90	19,209.92		5,626.77	508.86	6,135.63		30,798.68	3,196.87	33,995.55	
2029					7,798.36	851.64	8,650.00		17,720.64	1,486.52	19,207.16		5,668.65	466.29	6,134.94		31,187.65	2,804.45	33,992.10	
2030					8,003.07	646.93	8,650.00		17,871.02	1,333.32	19,204.34		5,711.21	423.02	6,134.23		31,585.30	2,403.27	33,988.57	
2031					8,213.15	436.85	8,650.00		18,024.22	1,177.26	19,201.48		5,754.48	379.04	6,133.52		31,991.85	1,993.15	33,985.00	
2032					8,428.75	221.25	8,650.00		18,180.28	1,018.28	19,198.56		5,798.47	334.32	6,132.79		32,407.50	1,573.85	33,981.35	
2033									18,339.25	856.34	19,195.59		5,843.18	288.87	6,132.05		24,182.43	1,145.21	25,327.64	
2034									18,501.21	691.36	19,192.57		5,888.63	242.68	6,131.31		24,389.84	934.04	25,323.88	
2035									18,665.19	523.29	19,189.48		5,934.83	195.71	6,130.54		24,601.02	719.00	25,320.02	
2036									18,834.25	352.08	19,186.33		5,981.79	147.98	6,129.77		24,816.04	500.06	25,316.10	
2037									19,005.46	177.67	19,183.13		6,029.52	99.46	6,128.98		25,034.98	277.13	25,312.11	
2038									19,179.87		19,179.87		6,078.04	50.14	6,128.18		25,257.91	50.14	25,308.05	
2039													6,127.36		6,127.36		6,127.36	0.00	6,127.36	



Village Debt Payments to Two Rivers

Year	Net Payment 2008 Parkway Blvd SLS + SS	2014 310 Int. SS Improve.	Two Rivers WWTF Improvements CWF 4107-40 Headworks	Two Rivers WWTF Improvements CWF 4107-44 Digester/RAS	Capital Improve. Costs	Total
2022	17,396.55	15,570.00	19,225.45	6,139.54	583.50	58,915.04
2023	17,388.52	15,570.00	19,222.97	6,138.92	583.50	58,903.91
2024	17,380.30	8,650.00	19,220.46	6,138.27	583.50	51,389.03
2025	17,371.89	8,650.00	19,217.90	6,137.63	583.50	51,960.92
2026	17,363.27	8,650.00	19,215.28	6,136.97	583.50	51,949.02
2027	17,354.45	8,650.00	19,212.62	6,136.31	583.50	51,936.88
2028		8,650.00	19,209.92	6,135.63	583.50	34,579.05
2029		8,650.00	19,207.16	6,134.94	583.50	34,575.60
2030		8,650.00	19,204.34	6,134.23	583.50	34,572.07
2031		8,650.00	19,201.48	6,133.52	583.50	34,568.50
2032		8,650.00	19,198.56	6,132.79	583.50	34,564.85
2033			19,195.59	6,132.05	583.50	25,911.14
2034			19,192.57	6,131.31	583.50	25,907.38
2035			19,189.48	6,130.54	583.50	25,903.52
2036			19,186.33	6,129.77	583.50	25,899.60
2037			19,183.13	6,128.98	583.50	25,895.61
2038			19,179.87	6,128.18	583.50	25,891.55
2039				6,127.36	583.50	6,710.86



RESOLUTION 2022-02

BE IT RESOLVED, that the Board of Trustees of the Village of Mishicot hereby informs the Wisconsin Department of Natural Resources that they have reviewed the 2021 Compliance Maintenance Annual Report for the Mishicot Wastewater Treatment Plant and Collection System.

BE IT FURTHER RESOLVED, that the Village is planning for Lift Station 4 upgrades in about 2024, and continues to eliminate sources of clear water infiltration in the sanitary sewer system by annual televising of the village's sewer mains and doing annual repairs.

Dated this 21st day of June, 2022

\_\_\_\_\_  
Bernie J. Samz, Village President

Attest:

\_\_\_\_\_  
Kathy Reissmann, Village Clerk-Treasurer

I, Kathy Reissmann, Clerk-Treasurer of the Village of Mishicot do hereby certify that the above Resolution was duly adopted by a vote of \_\_\_ in favor and \_\_\_ opposed of the Village Board on the 21st day of June, 2022.

\_\_\_\_\_  
Kathy Reissmann, Village Clerk-Treasurer





# Compliance Maintenance Annual Report

Mishicot Sewage Collection System

Last Updated: Reporting For:

6/14/2022

2021

## Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 300px;" type="text" value="Kathy Reissmann"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(920) 755-2525"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="clerk@vi.mishicot.wi.gov"/></p>																	
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input style="width: 100px;" type="text" value="2020"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0																
<p><b>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</b></p>																	
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input style="width: 100px;" type="text" value="2020"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																	
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>3.2.1 Ending Balance Reported on Last Year's CMAR</b></td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 30%; text-align: right; border: 1px solid black;"><input type="text" value="340,923.61"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$</td> <td style="text-align: right; border: 1px solid black;"><input type="text" value="57,861.57"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right; border: 1px solid black;"><input type="text" value="283,062.04"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right; border: 1px solid black;"><input type="text" value="18,450.49"/></td> </tr> </table>	<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>		\$	<input type="text" value="340,923.61"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	-	\$	<input type="text" value="57,861.57"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input type="text" value="283,062.04"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input type="text" value="18,450.49"/>	
<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>		\$	<input type="text" value="340,923.61"/>														
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	-	\$	<input type="text" value="57,861.57"/>														
3.2.3 Adjusted January 1st Beginning Balance		\$	<input type="text" value="283,062.04"/>														
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input type="text" value="18,450.49"/>														

# Compliance Maintenance Annual Report

Mishicot Sewage Collection System

Last Updated: Reporting For:  
6/14/2022 **2021**

<p>3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -</p> <p style="text-align: right;">\$ 0.00</p> <p>3.2.6 Ending Balance as of December 31st for CMAR Reporting Year</p> <p style="text-align: right;">\$ 301,512.53</p> <p>All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.</p> <p>3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>3.3 What amount should be in your Replacement Fund? \$ 301,512.53</p> <p>Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.</p> <p>3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?</p> <p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>If No, please explain.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0												
<p>4. Future Planning</p> <p>4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?</p> <p><input checked="" type="radio"/> Yes - If Yes, please provide major project information, if not already listed below. <input type="checkbox"/> <input type="checkbox"/></p> <p><input type="radio"/> No</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">Project #</th> <th style="width: 60%;">Project Description</th> <th style="width: 15%;">Estimated Cost</th> <th style="width: 15%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Improvements to #4 lift station located on Samz Road at S. State St. intersection will need to have the electrical panel upgraded and possibly an automatic transfer switch, standby power and one of the two pumps upgraded.</td> <td style="text-align: center;">250000</td> <td style="text-align: center;">2024</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Sewer main replacements on Main Street</td> <td style="text-align: center;">500000</td> <td style="text-align: center;">2026</td> </tr> </tbody> </table>		Project #	Project Description	Estimated Cost	Approximate Construction Year	1	Improvements to #4 lift station located on Samz Road at S. State St. intersection will need to have the electrical panel upgraded and possibly an automatic transfer switch, standby power and one of the two pumps upgraded.	250000	2024	2	Sewer main replacements on Main Street	500000	2026
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2	Sewer main replacements on Main Street	500000	2026										
<p>5. Financial Management General Comments</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>													
<p><b>ENERGY EFFICIENCY AND USE</b></p>													
<p>6. Collection System</p> <p>6.1 Energy Usage</p> <p>6.1.1 Enter the monthly energy usage from the different energy sources:</p> <p><b>COLLECTION SYSTEM PUMPAGE: Total Power Consumed</b></p> <p>Number of Municipally Owned Pump/Lift Stations: <input style="width: 50px;" type="text" value="6"/></p>													

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Mishicot Sewage Collection System

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**2021**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	9,134	4
February	7,740	3
March	7,974	6
April	8,785	2
May	7,716	5
June	7,577	15
July	7,560	4
August	8,242	1
September	11,030	1
October	7,346	0
November	7,791	1
December	8,649	6
<b>Total</b>	<b>99,544</b>	<b>48</b>
<b>Average</b>	<b>8,295</b>	<b>4</b>

### 6.1.2 Comments:

### 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

### 6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

2016

By Whom:

Kaempfer & Associates, Inc.

Describe and Comment:

In 2016 there was a lift station upgrade with flow analyzed for correct pump size for flow. Also, installed variable speed drives to maximize efficiency of the lift station.

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## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Continue to upgrade to variable speed drives at all pump stations

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

##### Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Employee safety, review and update ordinances as needed, continue to practice a good preventative maintenance program, review sewer use rates & adjust as needed, & keep property damage & loss to a minimum as a result of equipment failure or back ups.

Did you accomplish them?

- Yes
- No

If No, explain:

##### Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

##### Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer use ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2013-06-19

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
  - New sewer and building sewer design, construction, installation, testing and inspection
  - Rehabilitated sewer and lift station installation, testing and inspection
  - Sewage flows satellite system and large private users are monitored and controlled, as necessary
  - Fat, oil and grease control
  - Enforcement procedures for sewer use non-compliance
- ##### Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map

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- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
  - A description of routine operation and maintenance activities (see question 2 below)
  - Capacity assessment program
  - Basement back assessment and correction
  - Regular O&M training
  - Design and Performance Provisions [NR 210.23 (4) (e)]
- What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
  - Construction, Inspection, and Testing
  - Others:

- Overflow Emergency Response Plan [NR 210.23 (4) (f)]
- Does your emergency response capability include:
- Responsible personnel communication procedures
  - Response order, timing and clean-up
  - Public notification protocols
  - Training
  - Emergency operation protocols and implementation procedures
- Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
  - Special Studies Last Year (check only those that apply):
- Infiltration/Inflow (I/I) Analysis
  - Sewer System Evaluation Survey (SSES)
  - Sewer Evaluation and Capacity Management Plan (SECAP)
  - Lift Station Evaluation Report
  - Others:

0

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input style="width: 60px; border: 1px solid black;" type="text" value="10"/>	% of system/year
Root removal	<input style="width: 60px; border: 1px solid black;" type="text" value=".1"/>	% of system/year
Flow monitoring	<input style="width: 60px; border: 1px solid black;" type="text" value="0"/>	% of system/year
Smoke testing	<input style="width: 60px; border: 1px solid black;" type="text" value="0"/>	% of system/year
Sewer line televising	<input style="width: 60px; border: 1px solid black;" type="text" value="10"/>	% of system/year
Manhole inspections	<input style="width: 60px; border: 1px solid black;" type="text" value="33.3"/>	% of system/year
Lift station O&M	<input style="width: 60px; border: 1px solid black;" type="text" value="56"/>	# per L.S./year
Manhole rehabilitation	<input style="width: 60px; border: 1px solid black;" type="text" value="0"/>	% of manholes rehabbed
Mainline rehabilitation	<input style="width: 60px; border: 1px solid black;" type="text" value="0"/>	% of sewer lines rehabbed
Private sewer inspections	<input style="width: 60px; border: 1px solid black;" type="text" value="0"/>	% of system/year

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Private sewer I/I removal  % of private services

River or water crossings  % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

Since 2018 we have been cleaning and televising 10% of our system per year. All recommended repairs are then done where cleaning and televising took place to reduce I&I in our system, with the exception of 2021 no repairs were completed. All recommended repairs from the 2021 inspection were completed along with the 2022 repairs.

### 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="34.57"/>	Total actual amount of precipitation last year in inches
<input type="text" value="30.32"/>	Annual average precipitation (for your location)
<input type="text" value="17.85"/>	Miles of sanitary sewer
<input type="text" value="6"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="0"/>	Number of complaints
<input type="text" value="199,702"/>	Average daily flow in MGD (if available)
<input type="text"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.00"/>	Complaints (number/sewer mile)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

### 4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume
None reported			

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

### 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

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I&I continues to be a problem in our community. Our rehabilitation program has identified problems and we have taken the steps to reduce I&I.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

We continue to make all repairs suggested in our annual televising report, which has been identifying issues that we have been repairing

5.4 What is being done to address infiltration/inflow in your collection system?

Annual cleaning & televising along with our cross connection program have identified infiltration & inflow which are then corrected.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>



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## Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>4</b>	<b>16</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

Village Of Mishicot

Date of Resolution or  
Action Taken:

2022-06-21

Resolution Number:

Date of Submittal:

### **ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):**

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### **ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS**

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

**G.P.A. = 4.00**