



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

AGENDA

Summit Utility District #3 Commission Meeting November 14, 2024 at 5:45 pm

At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. Discussion and action on 2025 service agreement with Village of Summit
4. Discussion and action to set the 2024 tax levy for Summit Utility District #3
5. ADJOURN Utility District #3 meeting

Posted: November 8, 2024

*****Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact the Village Hall at 567-2757.

It is possible that members of and possible a quorum of members of other governmental bodies of the municipality may be in attendance at the above-state meeting to gather information; no action will be taken by any other governmental body except by the Utility Commission noticed above.

**UTILITY DISTRICT #3
SUMMARY SHEET**

November 7, 2024 For the November 14, 2024 Utility District #3 Meeting

TOPIC: **2024 District Tax Levy**

RECOMMENDED MOTION: **Motion to approve a 2024 tax levy for Summit Utility District #3 in the amount of \$48,000 to be levied against all buildable properties in the district based on assessed value.**

PURPOSE: To identify the annual tax levy amount for the District and notify the Village Clerk of this amount and how to be assessed.

BACKGROUND: At the conclusion of the budget review the commission includes an amount on the annual tax levy for payment of the administrative costs to the Village. For 2024 tax bills these costs are divided based on assessed value for properties within the district.

ATTACHMENTS: Draft letter to the Village Clerk

FISCAL IMPACT: This tax levy is intended to cover the contract costs to the Village for servicing the utility district.

PREPARED BY: Debra Michael, Administrator-Clerk/Treasurer



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November 15, 2024

Ms. Debra J. Michael
Village Administrator/Clerk-Treasurer
Village of Summit
37100 Delafield Road
Summit, Wisconsin 53066

RE: Summit Utility District #3 2024 Tax Levy

Dear Ms. Michael:

According to Section 66.0827(2), the fund of each utility district shall be provided by taxation of the property in the district, upon an annual estimate by the department in charge of public works in cities and villages, and by the town chairperson in towns, filed by October 1.

A separate account shall be kept of each district fund.

Based on this requirement and the District commission discussions on November 14, I am hereby notifying you that the commissioners have approved the Village/Utility District service agreement. The Village Highway Department therefore provides the Utility District #3 annual levy at \$48,000.00 to be divided and applied to properties in the District based on assessed value.

Cordially,

Kamron Nash
Public Works Director

cc: Village Board and Utility District Commissioners

**UTILITY DISTRICT #3
SUMMARY SHEET**

November 7, 2024 For the November 14, 2024 Utility District #3 Meeting

TOPIC: **2025 Service Agreement for Summit Utility District #3**

RECOMMENDED MOTION: **Motion to approve the 2025 Service Agreement with the Village of Summit, in the amount of \$48,000.**

PURPOSE: To address the need for staff support from the Village.

BACKGROUND: This is an on-going agreement originally approved for 2009 upon completion of the Aurora Hospital. The Town/Village has done nominal work for this District until 2018 since the only development in the district was commercial uses.

Now that we have significant construction in the Lake Country Village subdivision, the village staff have been involved in approximately 330 single-family home permits, connection charge collections, quarterly payments to the City and tax bill activities for the annual license fee (on tax bills). These additional activities will continue until all 331 lots have pulled building permits.

*Year to date: There is 1 lot remaining to pay these costs in Lake Country Village. No other development has been approved within this district.

This means that significant record keeping & reporting will end. The main administrative work will be to place the annual license fee charges onto the parcels located within the district.

2020 Agreement: \$40,000
2021 Agreement: \$48,000
2022 Agreement: \$48,000
2023 Agreement: \$48,000
2024 Agreement: \$48,000

Fund Balance per Audit as of 12/31/2023: \$63,749

ATTACHMENTS: 2025 Agreement proposal

FISCAL IMPACT: \$48,000 expense for District & \$48,000 revenue for Village

PREPARED BY: Debra Michael, Administrator-Clerk/Treasurer

**AGREEMENT
BETWEEN THE SUMMIT UTILITY DISTRICT #3
AND THE VILLAGE OF SUMMIT**

Agreement dated effective January 1, 2025, by and between the Summit Utility District #3, (the “District”), a Utility District created under the authority of §66.0827, Wisconsin Statutes, and the Village of Summit, a Wisconsin municipal corporation located in Waukesha County, Wisconsin (the “Village”).

RECITALS

- A. The Village of Summit, on behalf of the Summit Utility District #3, requested installation of sanitary sewer and municipal water service to individual properties located in the Village of Summit by the City of Oconomowoc as more particularly described in the attached Map #2 (the “Boundary”).
- B. Beginning in 2018, Neumann Companies constructed the Lake Country Village subdivision within the District. This development includes over 300 single-family homesites to be constructed over approximately 10 years. All of these properties will connect to City of Oconomowoc municipal water and sanitary sewer systems.
- C. The District does not employ any full- or part-time employees but does engage in billings, collections, contracting for services, holds meetings, and publishes general information. The District desires to engage the staff of the Village to complete this administrative work on behalf of the District.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION AND INTENDING TO BE BOUND, THE VILLAGE AND DISTRICT HEREBY AGREE AS FOLLOWS:

- 1. Term. The term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2025, (the “Commencement Date”), and ending on December 31, 2025. This Agreement is to be reviewed and renewed on an annual basis in September or October of each calendar year.
- 2. Payment. The District agrees to pay the Village of Summit \$48,000.00 for the services outlined in this Agreement. This payment shall be divided into two and paid with the ordinary settlement times in February and August.
- 3. Administration and Billing. The Village agrees to provide staff to the District for billings and collections, Commission agendas and meeting minute preparation, financial statement completion. Upon notice by the City of Oconomowoc, the Village will notify property owners of delinquent accounts and place the balance due on the tax bill. Also, upon notice from the City of Oconomowoc, the Village will notify property owners of annual license charges for payment to the District.

In addition to these on-going services, the Village will collect and process connection charge payments for water and sanitary sewer fees. These fees will be held until such time as the City of Oconomowoc provides an invoice for reimbursement. The Village will process these payments until the final home site is occupied in Lake Country Village.

- 4. Modification. This Agreement may be terminated or modified by written agreement of the Village and District.

5. Limitations.

- a. The Village shall not be liable for, and the District shall defend, indemnify and hold harmless the Village from any damage or threat of damage allegedly caused by the District for any reason other than the Village's intentional acts.
- b. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of the Village's rights or powers, including the Village's authority and enforcement of its municipal Ordinances, including its Zoning and Shoreland Protection Ordinance, unless specifically and explicitly granted to the District in this Agreement contrary to said rights and powers.

6. Applicable Law and Severability. This Agreement and any interpretation thereof shall be ruled by the internal laws (not merely choice of law provisions) of the State of Wisconsin. If one or more of the terms hereof are found to be void or invalid, those terms shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Agreement or the enforceability thereof, which shall continue in full force and effect.

In Witness Whereof, the parties have hereunto caused this Agreement to be executed by their duly authorized officers on the day and year identified below.

Dated this 14th day of November, 2024

Dated this 14th day of November, 2024

SUMMIT UTILITY DISTRICT #3

VILLAGE OF SUMMIT

Jack Riley, Chairperson

Jack Riley, Village President

Debra J. Michael, Secretary

Debra J. Michael, Administrator-Clerk/Treasurer