



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 #2
District Commission Regular Meeting
Thursday, September 12, 2024 at 6:15 p.m.

At Summit Village Hall, 37100 Delafield Road, Summit, WI

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PUBLIC COMMENT
4. MINUTES: August 8, 2024 regular meeting
5. Discussion and action on August 2024 payables and Financial Report
6. Discussion on August 2024 engineering report
7. Discussion and action on Agreement with Excel Underground, LLC for underground facilities location services for Summit Utility District #2
8. Discussion and action on monthly user fee price increase from Delafield-Hartland Water Pollution Control Commission
9. ADJOURN UTILITY COMMISSION MEETING

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: October 10, 2024

Posted: September 6, 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-stated meeting to gather information; no action will be taken by any other governmental body except by the Utility Commission noticed above.



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MINUTES
SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting
August 8, 2024

CALL TO ORDER

Chairperson Riley called to order the Summit Utility District #2 meeting at 6:15 p.m. on Thursday, August 8, 2024 at the Summit Village Hall, 37100 Delafield Road, Summit, WI.

ROLL CALL AND CONFIRM POSTING

Administrator Michael took roll call and confirmed that the meeting was noticed to the local media as required and requested and posted on the Village posting board and website. Commissioners present were: Jeff Lee, Jim Petronovich, Kraig Arenz, Sr., and Justin Phillips. Also present were: Chairperson Jack Riley, Public Works Director Kamron Nash and Administrator-Clerk/Treasurer Debbie Michael.

PUBLIC COMMENT - None

MINUTES: July 11, 2024 regular meeting

MOTION: (Lee, Petronovich) *to approve the July 11, 2024 meeting minutes.* Carried.

Discussion and action on July 2024 payables and Financial Report

MOTION: (Petronovich, Lee) *to approve the financial report and the July 2024 payables in the amount of \$57,501.22.* Carried.

Discussion on July 2024 engineering report

There was no further discussion on the submitted report (on file).

Discussion and action on Notice of Intent Letter from Excel Underground for underpayment of invoices

Director Nash stated that she provided a lot of history and found old emails from Henry, who managed this work in the past. Excel has put us on notice regarding those tickets we have short paid, they are asking for payment for them but haven't stated how far back they would go. If we can't come to an agreement on this or new terms, they will end locating services at the end of the month. Henry had met with Trustee Casterline and

the owner of Excel, Ray, and they did agree to some revisions for payment. We have been unable to locate a signed contract. Asked Ray if he would like to sit down and meet to negotiate.

Trustee Lee stated he would like to sit down and discuss with the owner, and he would propose to meet Thursday morning or Monday morning. Commissioner Arenz stated it could be done virtually if needed.

Director Nash stated that SEH has said they can do the work and could negotiate, it might be in our best interest to look elsewhere.

Trustee Lee stated there are two types of locates: ones that are fairly close to the Village line and some that are clearly out.

MOTION: (Lee, Arenz) to direct Kamron to set up a meeting with Excel Underground for either next Thursday morning or the following Monday at 8 am to discuss the scope and severity of what they're proposing. Carried.

Discussion and action on monthly user fee price increase from Delafield-Hartland Water Pollution Control Commission

Administrator Michael stated the Utility District received an email from Del-Hart on June 14 stating they needed to increase their fees because they haven't done so since 2021. The Utility District receives an invoice from Del-Hart for the treatment of the waste and the Utility District collects a fee from the users as Treatment revenue. Currently the Utility District charges \$53.00 per quarter which is \$17.67 per month and the district was being charged \$16.50 from Del-Hart. As of the July 1, 2024 bill from Del-Hart, the district will be charged \$19.50 per month per DUE. If the district continues with their current fee, we would be \$1.83 short of what Del-Hart has started charging the district. The question now is does the Utility District want to raise the rates to our customers starting July 1 as well or would the district recognize it as a deficit and use general fund monies to cover the expense and look at the rates during our budget process. The Ehler's cash flow report will have to be reviewed based on the increased charges from Del-Hart but it did show an increase to \$56.00 per quarter for the Treatment fee.

Commissioner Arenz stated he was around when we had to figure out the DUE's to start the Utility District and then we had an agreement with Del-Hart to state ownership. He still believes we are considered as an owner yet we aren't even on the board to know or understand how they got here. Commissioner Petronovich stated he had the same thought as to why Summit doesn't have a member on that board. Commissioner Arenz stated that they did provide a breakdown of connection fees and special assessments as well and each community has a different way of calculating the special assessment but the connection fee is the same because we are all owners. Doesn't think anybody here knew this was coming. President Riley stated he had the same opinion that we were an owner but added that we've never been treated that way.

Administrator Michael stated that she did go back to Del-Hart and question the process and reviewed the agreement and it seems they have acted within their rights. They stated that 1981, 1986, and 2021 were the years of previous increases.

Commissioner Arenz stated the process in his mind would've been to notify the group and consider these increases during budget discussions and implement January 1.

Chairperson Riley stated there are two things we need to figure out: 1. What is the ownership and voice piece? and 2. What do we do as far as collecting?

Chairperson Riley added that he thinks we need to have Ehler's plug in these new numbers and see what would happen if we floated that \$8,000 difference to our cash flow.

Commissioner Petronovich asked why we can't just raise their bills. Commissioner Arenz replied we could have suggested that be done January 1 but because we didn't have a voice and not to saying the request is unreasonable but the timing. Administrator Michael reminded the group that there was an \$8 increase January 1, 2024 already. To accommodate this new rate from Del-Hart, the Utility District would have to increase by another \$5.50.

Chairperson Riley stated that we should have Ehlers run the model and see if our end is still black. Commissioner Arenz added that two increases in one year doesn't seem to make sense.

ADJOURN UTILITY COMMISSION MEETING

MOTION: (Lee, Phillips) *to adjourn at 6:37 p.m.* Carried.

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: September 12, 2024

2024
Utility District
Financial Report

| UD2 | Amount \$\$ |
|---|-----------------|
| Town Bank Balance 08/29/2024 | \$ 758,377.57 |
| Bank 59 Balance 08/29/2024 | \$ 1,089,207.47 |
| AP AUGUST 2024 | \$ (52,048.89) |
| Interest Paid TB | \$ 32.24 |
| Interest Paid/Accrued 59 | \$ 4,619.45 |
| Available Funds | \$ 1,795,536.15 |
| Interest Paid YTD TB | \$ 631.26 |
| Interest YTD 59 | \$ 10,666.37 |
| Total Interest | \$ 11,297.63 |
| <u>LOAN INFORMATION:</u> | |
| GO Fund - Payoff: 5/2027 | |
| Payments: 04/30/24 (Principal & Interest) | \$ 771,617.50 |
| November (Interest only) | \$ 24,217.50 |
| 2024 Principal & Interest payment | \$ 795,835.00 |
| 12/31/2024 YE Principal Balance | \$ 2,305,000.00 |
| Silver Lake Utility District | |
| Town Bank Balance 08/29/2024 | \$ 34,751.30 |
| Bank 59 Balance 08/29/2024 | \$ 149,964.11 |
| AP August 2024 | \$ (13,227.55) |
| Interest Paid TB | \$ 2.92 |
| Interest Paid 59 | \$ 570.00 |
| Available Funds | \$ 171,487.86 |
| Interest Paid YTD TB | \$ 55.54 |
| Interest Pait YTD 59 | \$ 1,323.80 |
| Total Interest YTD | \$ 1,379.34 |

YTD PD + ACCRUED

YTD PAID + ACCRUED

8/28/2024 11:15 AM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
BANK 59 SUD#2

Page: 1
ACCT

Dated From:
Thru:

From Account:
Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|----------------------|------------|--|-------------------------|
| <hr/> | | | |
| | 9/12/2024 | AREA SEPTIC INSTALLATION INC | |
| | | 2024 Maintenance/Service | Manual Check Nbr: EPAY2 |
| 620-00-53659-000-000 | | CONTRACTUAL SERVICES | 3,885.25 |
| | | 4012 | |
| | | | Total 3,885.25 |
| <hr/> | | | |
| | 9/12/2024 | DELAFIELD-HARTLAND WATER POLLUTION CONTROL | |
| | | August Connection and Usage | Manual Check Nbr: EPAY3 |
| 620-00-53632-000-000 | | TREATMENT EXPENSE | 14,469.01 |
| | | Treatment | 082624DH |
| 620-00-53633-000-000 | | CAPITAL CONNECT CHRG DELHART | 5,335.00 |
| | | Capital Connection Charge | 082624DH |
| | | | Total 19,804.01 |
| <hr/> | | | |
| | 9/12/2024 | EVOQUA Water Technologies LLC | |
| | | Bioxide | Manual Check Nbr: EPAY4 |
| 620-00-53636-000-000 | | CHEMICAL TREATMENT | 16,444.11 |
| | | Bioxide Delivered 07/18/2024 | 906575838 |
| | | | Total 16,444.11 |
| <hr/> | | | |
| | 9/12/2024 | EXCEL UNDERGROUND LLC | |
| | | July Locates | Manual Check Nbr: EPAY6 |
| 620-00-53659-000-000 | | CONTRACTUAL SERVICES | 535.00 |
| | | July Locate | 12010 |
| | | | Total 535.00 |
| <hr/> | | | |
| | 9/12/2024 | MUNICIPAL LAW & LITIGATION GROUP SC | |
| | | UD2 July charges | Manual Check Nbr: EPAY5 |
| 620-00-53658-000-000 | | LEGAL FEES | 328.20 |
| | | July Legal UD2 | 12624 |
| | | | Total 328.20 |
| <hr/> | | | |
| | 9/12/2024 | SHORT ELLIOTT HENDRICKSON INC | |
| | | JULY ENGINEERING | Manual Check Nbr: EPAY7 |
| 620-00-53631-000-000 | | PRO. SER./ENGINEERING | 4,458.89 |
| | | July Engineering | 472600 |
| | | | Total 4,458.89 |
| <hr/> | | | |
| | 9/12/2024 | VILLAGE OF SUMMIT | |
| | | 2024 AUGUST ADMIN | Manual Check Nbr: EPAY1 |

2024
Utility District
Financial Report

6 Month Tracking

| Month | UD2 | NOTE: |
|----------------|--------------|--|
| August-24 | \$52,048.89 | |
| July-24 | \$57,501.22 | |
| June-24 | \$20,992.48 | |
| May-24 | \$71,055.84 | |
| April Loan Pmt | \$740,000.00 | Not included in totals for visibility only |
| April Interest | \$31,617.50 | Not included in totals for visibility only |
| April-24 | \$17,768.90 | |
| March-24 | \$24,360.94 | |
| Total | \$243,728.27 | Does Not Include Interest or loan Payment |
| Average | \$40,621.38 | |

8/28/2024 11:15 AM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
BANK 59 SUD#2

Page: 2
ACCT

Dated From:

From Account:

Thru:

Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|----------------------|-------------------|---------------------------------|-----------|
| 620-00-53659-000-000 | | CONTRACTUAL SERVICES | 5,083.34 |
| | | 08012024UD2 | |
| | | Total | 5,083.34 |
| <hr/> | | | |
| | 8/21/2024 | WE ENERGIES - UTILITY DISTRICTS | |
| | Lift Stations UD2 | Manual Check Nbr: | EPAY8 |
| 620-00-53656-000-000 | | UTILITIES | 1,510.09 |
| | | 073024WEUD2 | |
| | | Total | 1,510.09 |
| | | Grand Total | 52,048.89 |



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MEMORANDUM

TO: Summit Utility District No. 2
FROM: Robbie Malzahn, PE
DATE: September 5, 2024
RE: Monthly Engineering Report
SEH No. 158569 14.00

The following information describes the status of the sewer system operations and maintenance.

1. Discussion and Action Items: **N/A**
2. Lift Station Reporting and System Maintenance
 - A. Area Septic Installation (ASI) continues to perform weekly and monthly District maintenance duties.
3. Xylem (Flygt) Annual Wet Well Pump Preventative Maintenance
 - A. On 8/21/24 and 8/22/24, Xylem (Flygt) performed the annual preventative maintenance to lift stations pumps. They were not able to complete the work for LS 3 because of the check valve and isolation valve issues at the lift station. Attached is our summary of the reviewed work.
 - B. On 9/5/24, discussed with Xylem (Flygt) for best course of action for pump repairs and/or replacements. They will be providing quotes for discussion at the next meeting.
4. Lift Station No. 3 Check & Isolation Valve Replacement:
 - A. Over the last month, ASI received price quotes for the replacement components and has also responded to a couple issues relating to the failing valves. In lieu of lift station poor performance and to minimize failure risk, both SEH and Village Staff recommended that ASI respond to the emergency and proceed with the repairs. Overall, replacement components will cost around \$5K, plus ASI's time to install. Attached is a chain of emails summarizing the correspondence.
 - B. On 9/25/24, ASI replaced both isolation valves and one check valve; the lead time on the other check valve is approximately 1.5 weeks. Since the repairs were performed, the lift station appears to be running way better.
 - C. Once the other check valve is replaced, Xylem (Flygt) will return to assess the LS No. 3 pumps.
5. 2024 Sewer Cleaning and Televising & Wet Well Cleaning Program
 - A. In early August, Green Bay Pipe & TV, LLC performed the sewer and wet well work. Overall, the sewer system was mostly clean and no infiltration was reported. It was mentioned that MH78 as well as some laterals had some grease deposits, but it's not something that needs action. Also, it was mentioned that MH74 has experienced some deterioration from hydrogen sulfide gases. Attached is our summary of the reviewed work.
6. MH Inspection
 - A. As mentioned above, MH74 has evidence of hydrogen sulfide deterioration. Also, last summer ASI mentioned that MH46 has deterioration. As part of the 2024 budget, we will be further investigating the condition of other system manholes for hydrosulfide deterioration damage.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

262.646.6855 | 888.908.8166 fax | sehinc.com

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7. Lift Station Control Panel Upgrades
 - A. ASI received a quote from rough quote Starnet for upgrades. Xylem (Flygt) mentioned that they can perform the upgrades as well. We plan to meet on site with the supplier help show the improvements requested. We will provide quotes after meeting with both suppliers.
8. Service Agreements Updates
 - A. ASI – Renewed for 2024
 - B. Starnet – Waiting on Starnet (typically received in late spring).
 - C. Evoqua Bioxide Rate Change – Typically receive new information in June.

RWM

2024 FLYGT PMA REVIEW

Summit Utility District No. 2
 SEH No. 158569
 9/4/2024

| Overall Condition |
|-------------------------------------|
| 1 = Good |
| 2 = Minor Issues (Possible Repairs) |
| 3 = Major issues (Replacement) |

| Station | Pump | Size (HP) | Overall Condition | Mechanical | Electrical | Comment |
|--------------------|------|-----------|-------------------|---|-------------------------|---|
| Lift Station No. 1 | 1 | 15 | 3 | Impeller worn, wear ring missing, volute wear | Low Motor Meggs | Need entire pump overhaul. |
| | 2 | 15 | 3 | Impeller worn, wear ring missing, volute wear | Extreme Low Motor Meggs | Seals bad. Need entire pump overhaul. Check valve and isolation valve issues? |
| Lift Station No. 2 | 1 | 30 | 3 | Good | Extreme Low Motor Meggs | Needs electrical overhaul. |
| | 2 | 30 | 1 | Good | Good Motor Meggs | n/a |
| Lift Station No. 3 | 1 | 10 | 2 | | | Couldn't remove and review because of check and isolation valve issues. |
| | 2 | 17 | 2 | | | Couldn't remove and review because of check and isolation valve issues. |
| Lift Station No. 4 | 1 | 15 | 3 | Good | Extreme Low Motor Meggs | Seals bad. Needs electrical overhaul. |
| | 2 | 15 | 2 | Good | Extreme Low Motor Meggs | Needs electrical overhaul. |
| Lift Station No. 5 | 1 | 45 | 1 | Good | Good Motor Meggs | n/a |
| | 2 | 45 | 1 | Good | Good Motor Meggs | n/a |
| | 3 | 45 | 2 | Good | Reduced Motor Meggs | Seal bad. Oil was milky and had pressure buildup. |
| Lift Station No. 6 | 1 | 30 | 2 | Good | Reduced Motor Meggs | Mixed flush valve was cleaned. |
| | 2 | 30 | 3 | Good | Extreme Low Motor Meggs | Seal bad. Oil in inspection port. Needs electrical overhaul. |

 Outlook

RE: SUD2.LS3 - Replacement Check & Plug Valves

From Kamron Nash <pwdirector@summitvillage.org>

Date Tue 8/27/2024 9:05 AM

To Robert Malzahn <robert.malzahn@summitvillage.org>; Austin Huss <austin.huss@summitvillage.org>

Good morning.

I agree with Robbie's recommendations below.

Thank you,

Kamron E. Nash, P.E.

Public Works Director

Village of Summit

37100 Delafield Road | Summit, WI 53066

262-567-2757 main | pwdirector@summitvillage.org

<https://summitvillage.org/>

Pronouns: she/her/hers

From: Robert Malzahn <robert.malzahn@summitvillage.org>

Sent: Tuesday, August 27, 2024 8:41 AM

To: Austin Huss <austin.huss@summitvillage.org>

Kamron Nash <pwdirector@summitvillage.org>

Subject: Re: SUD2.LS3 - Replacement Check & Plug Valves

Hey Austin:

There can be a lot of head on the system especially if two pumps are running. Considering a well working station and new pumps, I believe it's in the best interest of the SUD2 to replace with the air-cushioned check valve like what is currently installed.

Depending on lead times of ordering both check valves from the factory and/or the spacer rings, I think it makes sense to purchase what is in stock at Dorner and install right away so the LS and P2 start working better. If the spacers take the same amount of time as ordering both check valves, then just have shipped from the factory. @Kamron Nash please offer input if you would like to proceed differently. @Austin Huss please look into this and

try to get purchased/ordered before the weekend. The Village is tax exempt as well, I would be sure to mention that.

Also, I saw between the P1 and P2 runs, there is a sideways plug valve and what looks like a port for an air release valve. I assume we just leave this valve alone until there is an issue.

Thanks

Robbie Malzahn, PE (WI)
Project Engineer (Manager)
Short Elliott Hendrickson, Inc. (SEH®)
414.949.8946 direct | :

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From: Austin Huss <
Sent: Monday, August 26, 2024 10:55 AM
To: Robert Malzahn <
Subject: Fwd: SUD2.LS3 - Existing System Curve

Austin Huss
Area Septic Installation Inc.
W331N4544 Emley Dr.
Nashotah, WI 53058
Office(262)-367-6448

----- Forwarded Message -----

From: "Patrick Riske"
To: "Austin Huss" <
Sent: Monday, August 26, 2024 10:52:16 AM
Subject: RE: SUD2.LS3 - Existing System Curve

Austin,

At max, backpressure will be 206 psi so I would say yes if you are at the max.

Let me know if you have any questions.

Best Regards,

Patrick Riske | Inside Sales

w: 262-932-2100

Shipping: N61W23043 Silver Spring Dr. | Mailing: P.O. Box 189
Sussex, WI 53089-0189

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-----Original Message-----

From: Austin Huss <[REDACTED]>
Sent: Friday, August 23, 2024 12:35 PM
To: dl Dorner Sales <[REDACTED]>
Subject: Fwd: SUD2.LS3 - Existing System Curve

Hi,

Attached is the system curve for this station. As stated below, we are wondering if we need to order the air cushion cylinder style of check valve or not. If there's anything else you need please let me know.

Austin Huss
Area Septic Installation Inc.
W331N4544 Emley Dr.
Nashotah, WI 53058
Office(262)-367-6448

[REDACTED]

----- Forwarded Message -----

From: "Rob Malzahn" <[REDACTED]>
To: "Austin Huss" <[REDACTED]>
Sent: Friday, August 23, 2024 11:17:48 AM
Subject: SUD2.LS3 - Existing System Curve

Austin:

Attached is the existing system curve. Ask Dorner if based on the existing system, is the air-cushioned check valve needed.

Thanks

Robbie Malzahn, PE (WI)
Project Engineer (Manager)
Short Elliott Hendrickson, Inc. (SEH®)
414.949.8946 direct | robby@seh.com

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 Outlook

Re: SUD2.LS3 - Check/Plug Valve & Flygt PMA

From Austin Huss <
Date Fri 8/23/2024 3:34 PM
To Robert Malzahn
Cc Kamron Nash <pwdirector@summitvillage.org>; julie

Rob, Kamron,

Just talked with Pete at Dorner earlier today. The air-cushioned check valve cost is \$1,533 per unit. They have one readily available and another can be shipped from the factory. Shipping time from the factory is anywhere from 3-6 business days.

The air cylinder isn't an item that is typically purchased separately. It doesn't ship as an assembled unit, but in many pieces. He wasn't sure on availability for it and it would be expensive.

Pete recommended ordering both air cushioned valves from the factory. Shipping is typically about 4% of the order total. He said that Dorner does not carry the spacers that USABluebook has. Dorner does sell check valves that are the length of the existing ones, but they are about \$3,800 a piece. They are made to a different/older standard of some sort.

While writing this I got called to an emergency elsewhere, since then I've forwarded the LS3 system curve regarding the head pressure. I'm guessing I won't hear anything till Monday.

Austin Huss
Area Septic Installation Inc.
W331N4544 Emley Dr.
Nashotah, WI 53058
Office(262)-367-6448

----- Original Message -----

From: "Rob Malzahn" <
To: "Austin Huss" <
<pwdirector@summitvillage.org>
Cc: "julie" <
Sent: Friday, August 23, 2024 9:23:52 AM
Subject: SUD2.LS3 - Check/Plug Valve & Flygt PMA

Austin and Kamron:

It appears that the check and plug valve replacements are more of an immediate issue than originally

ssumed. op nion is that we need to treat until the next board meeting.

Cost:

Below is the cost information we currently have
Huss<[redacted]>
cushioned cylinder (installed on existing che

s more as an emergency situation instead of waiting
not including ASI's time. @Austin
look into additional costs and lead times for the air-
alves), and also any associated freight costs.

My recommendation is to replace what is currently
cushioned cylinder is needed). If we can't get
w/ the weighted lever could be purchased then
afterwards when received?

tly installed (could verify with the supplier if the air-
e air-cushioned check valves, the in-stock check valves
assuming the air-cushioned cylinder can be bolted on

| | | | | | |
|---------------|----|----------|----|-----------|---|
| 2 EA | \$ | 625.00 | \$ | 1,250.00 | |
| 2 EA | \$ | 1,120.00 | \$ | 2,240.00 | *does not include air-cushioned cylinder |
| 1 EA | \$ | 742.00 | \$ | 742.00 | *USA Bluebook; possibly can get from Dorner Co. |
| Total: | | | | \$ | 4,232.00 |

I'm available this morning to talk. @Kamron
how you would like to proceed.

sh <<mailto:pwdirector@summitvillage.org>> let us know

Thanks

Robbie Malzahn, PE (WI)
Project Engineer (Manager)
Short Elliott Hendrickson, Inc. (SEH®)
414.949.8946 direct [redacted]

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From: Austin Huss
Sent: Thursday, August 22, 2024 5:51 PM
To: Robert Malzahn <rmalzahn@sehinc.com>
Cc: julie <julie@sehinc.com>
Subject:

n.com>
amron Nash <pwdirector@summitvillage.org>

Rob, Kamron,

Today Xylem was unable to do the annual maintenance
check valve for that side not closing. When P1
would cycle back down the discharge pipe for

enance for LS3. Currently we have P1 shut off due to the
ied to run, the waste water instead of being pumped out
1 because the check valve was stuck open.

P2 has been the only pump running, and it's

as trouble pumping down the station. The check valve

for P2 does shut properly but does not open easily. As a result the run times are very long. Effectively the opening is much smaller that the pump is trying to push the waste water through. This pump has also has a very worn impeller as noted in past maintenance. This can drastically reduce it's pumping power.

The lift station was cleaned August 6th but already has a decent amount of debris on the surface. When P1 was still running, it was spraying at it's connection point at the bottom of the pit. While this isn't necessarily good, it was spraying hard enough to keep the pit clean.

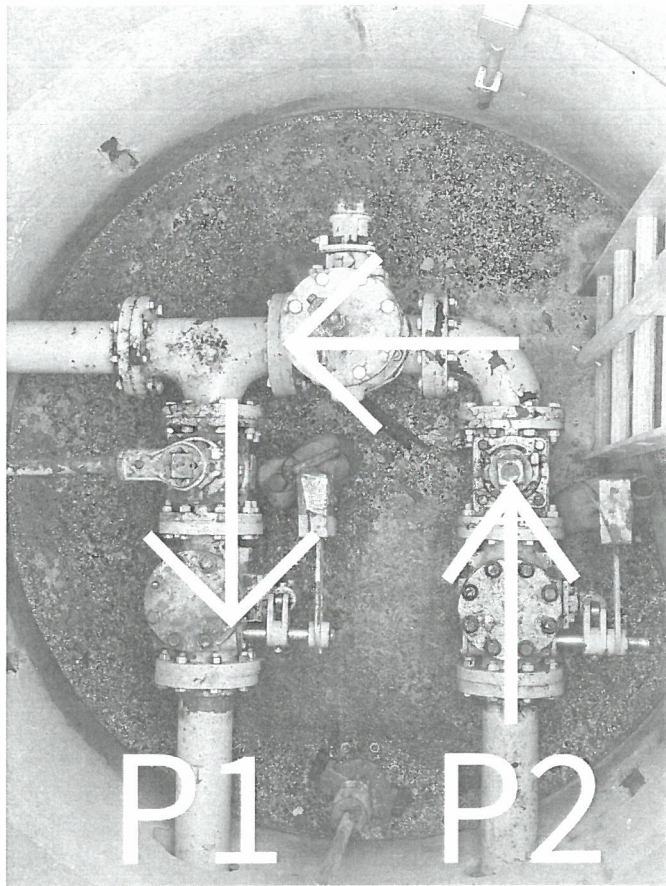
The Xylem technicians feared that if they removed P2 when it's our only working pump, and have trouble getting it back in or working again, then we would be in a very bad situation.

On a 1% to 100% scale of efficiency, this station is currently at maybe 15%-20%. This is very close to being an emergency. In order to do the pump maintenance, we need these check valves and shut off valves replaced. Also, as mentioned in work we did a few months ago, the plug valve for P2 doesn't shut all the way.

I've attached pictures of the layout of the valve vault to make the issues easier to convey. One picture shows how it is currently. The other shows what the problem was.

Rob: One of the technicians mentioned that the check valves at LS3 have air cushion cylinders on them. These keep the valves from slamming shut when they turn off due to head pressure in the pipe. I didn't notice much pressure when we did maintenance to the check valves earlier this year. I'm not sure if it's necessary for the new check valves to have this air cushion cylinder, but if there are any old plans/notes on this station, they might mention why. If they are needed, a new quote would be required. They also might not be readily available.

Austin Huss
Area Septic Installation Inc.
W331N4544 Emley Dr.
Nashotah, WI 53058
Office(262)-367-6448





Building a Better World
for All of Us®

MEMORANDUM

TO: Summit Utility District No. 2
 FROM: Robert W. Malzahn
 DATE: September 5, 2024
 RE: 2024 Sewer Cleaning and Televising - Post TV Comments
 SEH No. 158569

Following review by SEH, shown below is a summary of the televising results.

| | MH to MH | Length (FT) | Size (IN) | Material | Comments |
|----|----------|-------------|-----------|----------|---|
| 1. | 67 64 | 209 | 8 | PVC | - Davies Street - Pipe flow line stained. - Starting Manhole: 67 precast good. - 23.1 ft. – lateral (grease deposits) - 53.8 ft. – lateral (grease deposits) - Ending Manhole: 64 precast good. Epoxy lined. |
| 2. | 68 67 | 339 | 8 | PVC | - Davies Street - Pipe flow line stained. - Starting Manhole: 68 precast good. - 7.0 ft. – lateral (grease deposits) - 80.5 ft. – lateral (grease deposits) - 133.6 ft. – lateral (grease deposits) - 187.4 ft. – lateral (grease deposits) - 214.5 ft. – lateral (grease deposits) - 258.6 ft. – lateral (grease deposits) - 285.2 ft. – lateral (grease deposits) - 311.8 ft. – lateral (grease deposits) - Ending Manhole: 67 precast good. |
| 3. | 69 68 | 145 | 8 | PVC | - Davies Street - Pipe flow line stained. - Starting Manhole: 68 precast good. - 1 - 3 ft. – pipe stained (top) - 30.1 ft. – lateral (grease deposits) - 61.2 ft. – lateral (grease deposits) - 72.4 ft. – lateral (grease deposits) - 137.7 ft. – lateral (grease deposits) - Ending Manhole: 69 precast good. |
| 4. | 100 99 | 341 | 8 | PVC | - Easement Newbridge to Waterville - Pipe flow line stained. - Starting Manhole: 100 precast good. - Ending Manhole: 99 precast good. |
| 5. | 75 74 | 251 | 8 | PVC | - Jenkins Drive - Pipe flow line stained. - Starting Manhole: 75 precast good. |

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351
 SEH is 100% employee-owned | sehinc.com | 262.646.6855 | 888.908.8166 fax

| | | | | | | |
|-----|-----|------|-----|---|-------------------------|--|
| | | | | | | <ul style="list-style-type: none"> - 1 ft. – Object in flow line. - 242 – 249 ft. – pipe stained (top) - Ending Manhole: 74 precast. Manhole is suffering from H2S attack. |
| 6. | 76 | 75 | 269 | 8 | PVC | <ul style="list-style-type: none"> - Jenkins Drive - Pipe flow line stained. - Starting Manhole: 76 precast good. - 1 - 3 ft. – pipe stained (top) - 240.5 ft. – lateral (grease deposits) - Ending Manhole: 75 precast good. |
| 7. | 77 | 76 | 179 | 8 | PVC | <ul style="list-style-type: none"> - Jenkins Drive - Pipe flow line stained. - Starting Manhole: 76 precast good. - 1 - 3 ft. – pipe stained (top) - 33.9 ft. – lateral - 121.3 ft. – lateral (grease deposits) - 169.6 ft. – lateral (grease deposits) - Ending Manhole: 77 precast good. |
| 8. | 102 | 100 | 389 | 8 | PVC | <ul style="list-style-type: none"> - Newbridge Lane - Pipe stained inconsistently. - Starting Manhole: 102 precast good. - 20.8 ft. – lateral - 263.6 ft. – lateral (grease deposits) - 277.8 ft. – lateral (grease deposits) - 353.4 ft. – lateral (grease deposits) - 355 ft. – Objects in flow line. - Ending Manhole: 100 precast good. |
| 9. | 103 | 102 | 221 | 8 | PVC | <ul style="list-style-type: none"> - Newbridge Lane - Pipe flow line stained. - Starting Manhole: 102 precast good. - 102.5 ft. – lateral (grease deposits) - 142.9 ft. – lateral (grease deposits) - 176.9 ft. – lateral (grease deposits) - 185.4 ft. – lateral (grease deposits) - 200.2 ft. – lateral - Ending Manhole: 103 precast good. |
| 10. | 104 | 100 | 156 | 8 | PVC | <ul style="list-style-type: none"> - Newbridge Lane - Pipe flow line stained. - Starting Manhole: 104 precast good. - 9.1 ft. – lateral - 42.0 ft. – lateral (grease deposits) - 65.3 ft. – lateral (grease deposits) - Ending Manhole: 100 precast good. |
| 11. | 105 | 104 | 143 | 8 | PVC | <ul style="list-style-type: none"> - Newbridge Lane - Pipe flow line inconsistently stained. - Starting Manhole: 104 precast good. - 71.7 ft. – lateral (grease deposits) - 113.6 ft. – lateral (grease deposits) - 127.9 ft. – lateral - Ending Manhole: 105 precast good. |
| 12. | 96 | LS 5 | 62 | 8 | PVC/ Ductile Iron | <ul style="list-style-type: none"> - River View Road - Pipe flow line inconsistently stained. - Starting Manhole: 96 precast good. |

| | | | | | | |
|-----|----|------|-----|----|-----|---|
| | | | | | | <ul style="list-style-type: none"> - 1 - 25 ft. – Objects in flow line. - 26.6. – Material changes from PVC to Ductile Iron. - 50 ft. – Objects in flow line. - End: LS 5 |
| 13. | 97 | 96 | 59 | 8 | PVC | <ul style="list-style-type: none"> - River View Road - Pipe flow line stained. - Starting Manhole: 97 precast good. - Ending Manhole: 96 precast good. |
| 14. | 98 | 97 | 358 | 8 | PVC | <ul style="list-style-type: none"> - River View Road - Pipe flow line inconsistently stained. - Starting Manhole: 98 precast good. - 7.0 ft. – lateral (grease deposits) - 78.6 ft. – lateral (grease deposits) - 127 ft. – Object in flow line. - 146.1 ft. – lateral (grease deposits) - 258.6 ft. – lateral - 310.1 ft. – lateral (grease deposits) - 332.3 ft. – lateral - 354.1 ft. – drop pipe (grease deposits) - Ending Manhole: 97 precast good. |
| 15. | 62 | LS 5 | 53 | 18 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe flow line stained. - Starting Manhole: 62 precast good. Epoxy lined. - End: LS 5 |
| 16. | 63 | 62 | 299 | 12 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe flow line significantly stained. - Starting Manhole: 63 precast good. Epoxy lined. - Ending Manhole: 62 precast good. Epoxy lined. |
| 17. | 64 | L63 | 401 | 12 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe flow line significantly stained. - Starting Manhole: 64 precast good. Epoxy lined. - Ending Manhole: 63 precast good. Epoxy lined. |
| 18. | 65 | 64 | 308 | 12 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe flow line significantly stained. - Starting Manhole: 65 precast good. - 122.1 ft. – lateral (grease deposits) - 130.3 ft. – lateral - Ending Manhole: 64 precast good. Epoxy lined. |
| 19. | 66 | 65 | 240 | 12 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe flow line significantly stained. - Starting Manhole: 66 precast good. - 39.2 ft. – lateral (grease deposits) - 86.2 ft. – lateral (grease deposits) - 172.3 ft. – lateral (grease deposits) - 225.4 ft. – lateral (grease deposits) - Ending Manhole: 65 precast good. |

| | | | | | | |
|-----|----|------|-----|----|-----|---|
| 20. | 70 | LS 4 | 60 | 12 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe interior slightly stained. - Starting Manhole: 70 precast good. - 26.5 ft. – lateral - 50 - 57 ft. – pipe stained (top) - End: LS 4 |
| 21. | 71 | 70 | 286 | 10 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe flow line stained. - Starting Manhole: 71 precast good. Epoxy lined. - 148.2 ft. – lateral (grease deposits) - 158.6 ft. – lateral (grease deposits) - Ending Manhole: 70 precast good. |
| 22. | 72 | 71 | 234 | 8 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe flow line stained. - Starting Manhole: 72 precast good. - Ending Manhole: 71 precast good. Epoxy lined. |
| 23. | 73 | 99 | 42 | 8 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe flow line stained. - Starting Manhole: 73 precast good. - 32.9 ft. – lateral (grease deposits) - Ending Manhole: 99 precast good. |
| 24. | 74 | 71 | 335 | 10 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe flow line stained. - Starting Manhole: 74 precast. Manhole is suffering from H2S attack. - 330.7 ft. – Joint offset (medium) - 331.3 ft. – drop pipe (grease deposits) - Ending Manhole: 71 precast good. Epoxy lined. |
| 25. | 78 | 74 | 335 | 10 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe flow line stained. - Starting Manhole: 78 precast with grease deposits. - 34.2 ft. – lateral (grease deposits) - 94.6 ft. – lateral (grease deposits) - 331.7 ft. – drop pipe (grease deposits) - Ending Manhole: 74 precast. Manhole is suffering from H2S attack. |
| 26. | 99 | 72 | 366 | 8 | PVC | <ul style="list-style-type: none"> - Waterville Road - Pipe flow line stained. - Starting Manhole: 99 precast good. - 25.8 ft. – lateral (grease deposits) - 126.0 ft. – lateral (grease deposits) - 128.7 ft. – lateral (grease deposits) - 180.2 ft. – lateral (grease deposits) - 269.4 ft. – lateral (grease deposits) - 272.0 ft. – lateral (grease deposits) - 274.4 ft. – lateral (grease deposits) - 317.5 ft. – lateral (grease deposits) - 320.2 ft. – lateral (grease deposits) - 362.4 ft. – lateral (grease deposits) |

| | | | | | | | |
|-----|-----|-----|-----|---|-----|--|---|
| | | | | | | | - 331.7 ft. – drop pipe (grease deposits) |
| | | | | | | | - Ending Manhole: 72 precast good. |
| 27. | 101 | 100 | 141 | 8 | PVC | | - Yardley Court |
| | | | | | | | - Pipe flow line slightly stained. |
| | | | | | | | - Starting Manhole: 101 precast good. |
| | | | | | | | - 10.2 ft. – lateral |
| | | | | | | | - 19.2 ft. – lateral |
| | | | | | | | - 24.0 ft. – lateral |
| | | | | | | | - Ending Manhole: 100 precast good. |

SM



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

MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: August 28, 2024

Re: Discussion and Action on Agreement with Excel Underground, LLC for Underground Facilities Locating Services for Summit Utility District No. 2

PURPOSE:

To provide an update to the Summit Utility District No. 2 Commission on the status of the letter of intent submitted by Excel Underground, LLC for outstanding invoices for underground locating services and to provide a proposed agreement for 2025 – 2028 for consideration.

BACKGROUND:

On July 30, 2024, the Village received email correspondence with a letter of intent from Excel Underground regarding a request to settle outstanding invoices and to provide a 30-day notice to terminate services in the event that the issue is not resolved and a new contract is not established.

Commissioner Lee and Director Nash met virtually with Ray Rock, owner of Excel Underground, LLC, on Friday, August 23rd. During the meeting, Ray acknowledged that he has not been able to keep up with administrative tasks in the office over the past few years. As a result, he did not monitor each of the invoices that were sent out or the payments that were received. He hired someone to help out in the office, and that person put together the letter of intent as a way to reconcile invoices that had not been fully paid by customers.

At this time, Ray is not requesting back payment of any of the short-paid invoices as the letter indicated and wishes to focus on an updated contract between the District and his company. He will continue services at the current rates until the end of the calendar year, after which the new contract terms would take effect. Ray provided a draft service agreement with a 48-month term, effective January 1, 2025 through December 31, 2028. The following is a summary of proposed rates:

| | Current | 2025 | 2026 | 2027 | 2028 |
|--|----------------|--|--|--|--|
| Regular Ticket Located | \$10.50/ticket | \$24.00/ticket | \$25.00/ticket | \$26.00/ticket | \$27.00/ticket |
| Regular Ticket Office Clear | \$1.00/ticket | \$2.00/ticket | \$2.00/ticket | \$2.50/ticket | \$2.50/ticket |
| Regular Ticket Site Clear | \$10.50/ticket | \$2.00/ticket | \$2.00/ticket | \$2.50/ticket | \$2.50/ticket |
| Project Hourly & Standby | \$47.00/ticket | \$65.00/hour (billed in ¼ hr increments) | \$65.00/hour (billed in ¼ hr increments) | \$75.00/hour (billed in ¼ hr increments) | \$75.00/hour (billed in ¼ hr increments) |
| Emergency/ After Hours (5:00 p.m. – 6:00 a.m.) | \$47.00/ticket | \$65.00/ticket | \$65.00/ticket | \$75.00/ticket | \$75.00/ticket |
| Print Tickets | N/A | \$5.00/ticket | \$5.00/ticket | \$5.00/ticket | \$5.00/ticket |
| Monthly Admin. Fee | \$15.00/month | \$25.00/month | \$25.00/month | \$25.00/month | \$25.00/month |

Excel has agreed that any locates outside of the district boundaries will be treated as “No Conflict” tickets, and both office clear and site clear tickets will be treated as “No Conflict” in the future. A new “Print Tickets” category has also been added, which covers requests that are made to send prints (as-builts) for planning purposes for utility work and other projects in the area. Excel is offering this at a cost of \$5.00 per request, which is reasonable and helps offset staff time (and potentially SEH time and costs to the district) for identifying and sending off as-builts and plans.

The Village rarely sees locates that fit within the “Project” or “Emergency/After Hours” categories. As an estimate, the cost of locates will be doubling beginning in 2025. \$5,000 was budgeted for 2024, and approximately \$2,400 has been expended to date. The agreement includes language that allows for either Excel or the District to terminate the agreement upon 30 days notice (same as in previous agreements).

RECOMMENDATION:

Staff recommends that the Village Board approve the draft agreement as proposed by Excel Underground, LLC for the 2025 through 2028 calendar year, contingent upon review by the Village Attorney.

ATTACHMENTS:

2025 – 2028 Underground Facilities Locating and Marking Service Agreement between Excel Underground, LLC and Summit Utility District No. 2 (DRAFT)

FISCAL IMPACT:

Beginning in 2025, the costs for locating services will increase by approximately 50 to 55% with the proposed rate increases, with slight increases in each consecutive year thereafter (depending on the number of locates, which varies widely). These increases will be included in future proposed budgets.

RECOMMENDED MOTION:

Motion to approve the Agreement between Summit Utility District No. 2 and Excel Underground, LLC for Underground Facilities Locating Services for the calendar years 2025 through 2028 as proposed, contingent upon review by the Village Attorney.

UNDERGROUND FACILITIES LOCATING AND MARKING
SERVICE AGREEMENT

THIS AGREEMENT made this 1st day of September, 2024, by and between
Excel Underground, LLC ("EXCEL") and Summit Utility District #2 ("SDN").

WITNESSETH:

Whereas, SDN owns and operates underground facilities in certain areas of the State of Wisconsin;
and

WHEREAS, SDN desires EXCEL to provide the labor and equipment necessary to provide
certain services relative to locating and marking SDN's underground sanitary facilities which enter public right
of ways in certain areas where SDN provides service,

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein
contained, the parties do mutually covenant and agree as follows:

1. Drawings and Scope of the Work:

EXCEL agrees to perform locating and marking services for SDN of Wisconsin's underground facilities
located within ANY AREA DESIGNATED BY SDN, such services to be performed according to the terms and
conditions contained herein.

SDN agrees to provide EXCEL with the maps and/or drawings and all updates thereto necessary to
locate its underground facilities. SDN agrees to allow EXCEL permission to view SDN's Diggers Hotline
polygon maps to ensure that they include all SDN's facilities. Any such maps, digital maps, drawings, sketches,
or other technical information either oral, written or otherwise furnished or disclosed to or obtained by EXCEL
in the performance of this Contract shall remain the property of SDN. All copies of such information shall be
returned to SDN upon written request or at the completion of this Contract.

Unless such materials were previously known to EXCEL free of any obligation to keep them
confidential, or subsequently been made public by SDN, the material shall be kept confidential by EXCEL, its
agents, servants and employees, shall be used only in the performance of this Contract and may not be used
for other purpose except upon such terms as may be agreed upon by SDN in writing. This obligation of
confidentiality shall survive the termination of this Contract. EXCEL shall be strictly liable to SDN for any
breach of this covenant by any of its agents, servants or employees.

2. Indemnification by Customer:

SDN shall indemnify and hold harmless EXCEL from and against claims, losses, actions, damages (including direct, liquidated, consequential, or incidental, damages), expenses, and other liabilities, including but not limited to costs, attorney fees, and expenses of whatsoever kind or nature arising out of or resulting from SDN furnishing incorrect, inaccurate or misleading records to EXCEL or when damage is incurred as a result of an un-locatable underground facility* when said claims, losses, actions, damages, expenses and all other liabilities and attorney fees are in any manner directly or indirectly caused or occasioned by said incorrect, inaccurate or misleading records of SDN or blatant disregard of excavator towards SDN's facilities; provided, however, that SDN shall have no obligation to indemnify and hold harmless EXCEL for claims, losses, actions, damages, expenses, and other liabilities and attorney fees in any manner directly or indirectly caused or occasioned by the negligent or intentional acts or omissions of EXCEL.

3. Independent Contractor:

EXCEL hereby represents and agrees that it is engaged in an independent business; that it will perform said work as an Independent Contractor; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in the work; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.

4. Subcontractor Requirements:

EXCEL shall not subcontract the work to be performed hereunder, or any part of said work unless it has first obtained the written approval of SDN and SDN shall have full and complete discretion in withholding or granting said approval.

5. Term of Contract:

The terms of this Contract shall remain in effect for a period of 48 months from January 1, 2025, thru December 31, 2028, unless sooner terminated by either party upon 30 days prior written notice provided by the terminating party to the non-terminating party.

6. Labor, Materials, and Equipment:

EXCEL shall furnish all labor, materials and equipment necessary to perform the obligations contained herein except for the maps and/or microfiche required to be furnished by SDN in Section 1 of this Contract.

*An un-locatable underground facility which is not locatable by the normal business process used by EXCEL in tracing underground plant.

7. Permits:

EXCEL shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder.

8. Indemnification by EXCEL:

To the extent permitted by law, EXCEL shall save and hold SDN harmless from, defend and indemnify it against all claims, actions, demands, liens, fees and expenses on account thereof, for injury or damage to any person or property whatsoever, including death, which may arise out of, or result from negligent performance or the negligence, acts, or omissions by EXCEL of the services subject to this agreement. In the case of concurring fault by contractor and/or other party, including the utility, each party shall bear its share of the loss caused by that party, including attorney's fees and other related costs.

If any person or entity threatens to sue, makes a written or oral demand or claim, sues or initiates any legal proceeding against SDN on account of any provision of this indemnity agreement, then SDN shall notify EXCEL of such pending or threatened litigation and such notification shall be made by SDN no later than 30 days after SDN learns of said pending litigation, lawsuit, claim or demand.

The notice to EXCEL by SDN shall be made in writing and mailed to:

EXCEL UNDERGROUND, LLC

5288 Pasture Lane

Omro, WI 54963

EXCEL or its insurance carrier shall have the right to defend such proceeding by hiring legal representatives selected and chosen by EXCEL or its insurance carrier and EXCEL and its insurance carrier shall have the right to negotiate settlement of said claim or alleged claim. SDN shall have the right to hire its own counsel at its own expenses and not to participate in any settlement, at its sole discretion.

9. Compliance with All Laws:

EXCEL shall comply with all laws, ordinances and regulations of the United States, the State of Wisconsin, and any unit of local government asserting jurisdiction thereto, applicable to the work hereunder (including, but not limited to Workers' Compensation, Unemployment Insurance and Social Security).

10. Equal Employment:

Contractor acknowledges that it is an equal opportunity employer. No provisions or application of this Contract shall cause or result in discrimination against any employee or applicant for employment in his or her hiring, tenure, or condition of employment because of race, color, religion, sex or national origin.

11. Service Charges:

EXCEL shall charge for services rendered hereunder in the following manner:

| | Locate / AH | No Conflict / AH | Project | Prints | Monthly Fee |
|-------------|--------------------|-------------------------|----------------|---------------|--------------------|
| 2025 | \$24.00 / \$65.00 | \$2.00 / \$65.00 | \$65.00 | \$5.00 | \$25.00 |
| 2026 | \$25.00 / \$65.00 | \$2.00 / \$65.00 | \$65.00 | \$5.00 | \$25.00 |
| 2027 | \$26.00 / \$75.00 | \$2.50 / \$75.00 | \$75.00 | \$5.00 | \$25.00 |
| 2028 | \$27.00 / \$75.00 | \$2.50 / \$75.00 | \$75.00 | \$5.00 | \$25.00 |

Prices above are per ticket received from Diggers Hotline. After Hour tickets are billed as stated above when we are called out for an emergency between the hours of 5:00 pm and 6:00am.

Project pricing replaces per ticket pricing if locates take longer than 30 minutes to complete and is billed hourly in quarter hour increments.

Print tickets are those Diggers Hotline requests which require us to send prints to them for planning purposes of upcoming utility work in the area.

The monthly fee is to help cover the costs of varying ticket quantities, updates to technology, clerical work, rising supply costs, etc.

12. Contract Payments:

EXCEL shall render invoices to SDN monthly. Each invoice from EXCEL shall be paid by SDN within 30 days of the date of the invoice.

13. Amendments, Modifications, and Supplements:

Written amendment, modifications and supplements to this Contract are allowed and will be binding upon SDN and EXCEL, provided they are in writing and signed by an authorized representative of both parties. The term "this Contract" as used herein shall be deemed to include any future amendments, modifications and supplements. All such amendments, modifications and supplements shall not, unless specifically referred to, be construed to adversely affect vested rights or causes of action, which have accrued prior to the effective date of such amendment, modification or supplement.

14. Entire Contract:

This Contract and all amendments, modifications or supplements, shall constitute the entire contract between the parties with respect to the subject matter. Both parties hereto represent they have read this Contract, agree to be bound by all terms and conditions stated herein, acknowledge receipt of a signed, true and exact copy of this Contract.

15. EXCEL provides the following insurance coverage:

A certificate of insurance is to be provided to SDN by EXCEL prior to commencement of services described in this agreement and similar proof of current coverage shall be provided to SDN throughout the term of this Contract. (See Attachment)

Minimum Limits of Liability: EXCEL shall procure and maintain, with insurance companies licensed in the jurisdiction in which the work is located and acceptable to SDN, which acceptance shall not be unreasonably withheld, at least the limits of liability as set forth below:

a. Commercial General Liability Insurance with the following limits:

- i. \$1,000,000 each occurrence
- ii. \$300,000 Damage to rented Premises (Each Occurrence)
- iii. \$10,000 Medical Expenses (Any one person)
- iv. \$1,000,000 personal and advertising injury
- v. \$2,000,000 general aggregate
- vi. \$1,000,000 products completed operations aggregate

b. Automobile Liability Insurance with the following limits:

- i. \$1,000,000 combined single limit (Each Accident)

c. Umbrella Insurance with the following limits:

- i. \$5,000,000 each occurrence
- ii. \$5,000,000 aggregate

d. Workers Compensation Insurance with limits in accordance with the statutory requirements by the state in which the Project is located and Employers Liability Insurance with the following limits:

- i. \$1,000,000 each accident
- ii. \$1,000,000 (Disease) each employee
- iii. \$1,000,000 (Disease) policy limit

e. Professional Liability Insurance with the following limits:

- i. \$1,000,000 each claim
- ii. \$1,000,000 aggregate

EXCEL shall provide a certificate of insurance confirming the coverages as referenced above prior to beginning any work.

16. Arbitration and Applicable Law:

Any controversy or claim arising of or relating to this Contract, or the breach thereof, not otherwise settled by agreement of the parties, shall be submitted to arbitration in accordance with the applicable provisions of Chapter 788 of the Wisconsin Statutes and acts and laws amendatory thereof and Supplemental thereto, and such arbitration provisions of the Wisconsin Arbitration Statutes.

This Contract shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

Summit Utility District #2

Excel Underground, LLC

(Signature)

(Print)

(Title)

(Date)

(Signature)

(Print)

(Title)

(Date)