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Highway Dept., 262-567-2422
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AGENDA
SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting
Thursday, April 10, 2025, 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: March 13, 2025 regular meeting

5. Discussion and action on March 2025 payables and Financial Report

6. Discussion on March 2025 engineering report

7. Discussion and action on award of contract for Lift Station 6 – Automatic Transfer Switch Removal and Replacement

8. Discussion and action on Sanitary Sewer Easements on 34647 Sugar Island Road (SUMT0671023)

9. Discussion and action on Sanitary Sewer Easements on 1506 Sugar Island Road (SUMT0671034002 and SUMT0671034003)

10. ADJOURN UTILITY COMMISSION MEETING

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: May 8, 2025

Posted: April 4, 2025

**** 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
March 13, 2025

CALL TO ORDER

Chairperson Riley called to order the Summit Utility District #2 meeting to order at 6:15 p.m. on Thursday, March 13, 2025 at 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: Kraig Arenz, Sr., Jim Petronovich, Jeff Lee and Justin Phillips. Also, present were: Chairperson Jack Riley, Public Works Director Kamron Nash and Administrator-Clerk/Treasurer Debbie Michael.

PUBLIC COMMENT - none

MINUTES: February 13, 2025 regular meeting

MOTION: (Petronovich, Arenz) *to approve the minutes of the February 13, 2025 meeting.*
Carried.

Discussion and action on February 2025 payables and Financial Report

MOTION: (Petronovich, Phillips) *to approve the February 2025 payables in the amount of \$46,328.89 and financial report.* Carried.

Discussion and action on Award of 2025 Wet Well Cleaning Contract

MOTION: (Lee, Phillips) *to authorize the District Engineer, SEH, to award the 2025 Wetwell Cleaning contract to The Expeditors, Inc. in an amount not to exceed \$6,588.*
Carried.

Discussion and action on approval of Summit Utility District#2 Purchasing Policy

Commissioner Arenz stated his concern is about the amount and the individual in regards to emergency powers. He also thinks \$10,000 in a true emergency is not sufficient and recalled in the past that amount covered about the first three hours. There was discussion about what the monetary thresholds should be.

MOTION: (Arenz, Lee) *to approve the Summit Utility District #2 Purchasing Policy with changes as proposed tonight with regards to emergencies and have additional commissioner to be notified as the DPW Liaison.* Carried.

Discussion on February 2025 engineering report

Robert Malzahn, SEH Engineer reviewed the monthly report. Sent out request for quote to replace automatic transfer switch at station #6 and this is the last one to be done. Sewer cleaning quotes will be returned and ready for approval at next month's meeting.

ADJOURN UTILITY COMMISSION MEETING

MOTION: (Arenz, Phillips) *to adjourn at 6: 30 p.m.* Carried.

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: April 10, 2025

2025
Utility District
Financial Report

UD2	Amount \$\$
Bank 59 Balance 03/31/2025	\$ 2,319,421.28
AP APRIL 2025	\$ (42,675.86)
Interest Paid/Accrued 59 @ 4.55%	\$ 8,798.38
Available Funds	\$ 2,285,543.80
Interest Paid YTD 59	\$ 23,969.74
Total Interest	\$ 23,969.74
LOAN INFORMATION:	
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	
Amount \$\$	
Bank 59 Balance 03/31/2025	\$ 218,679.27
AP APRIL 2025	\$ (45,787.32)
Interest Paid 59 @ 4.55%	\$ 817.88
Available Funds	\$ 173,709.83
Interest Paid YTD 59	\$ 2,233.93
Total Interest YTD	\$ 2,233.93

2025
Utility District
Financial Report

6 Month Tracking

MONTH	UD2	NOTE:
April-25	\$42,675.86	
March-25	\$46,328.89	
February-25	\$74,854.68	
January-25	\$29,063.82	
December-24	\$38,232.30	
November-24	\$ 55,967.62	
Total	\$287,123.17	
Average	\$47,853.86	

4/04/2025 8:10 AM

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

Page: 1
ACCT

Dated From: From Account:
Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
<hr/>			
	4/11/2025	DELAFIELD-HARTLAND WATER POLLUTION CONTROL	
		Manual Check Nbr: 041125-UD22	
620-00-53632-000-000		TREATMENT EXPENSE	15,231.51
		032425	
		Total	15,231.51
<hr/>			
	4/11/2025	DF TOMASINI, INC	
		2326 N SECOND LN EMERGENCY REPAIR	
		Manual Check Nbr: 041125-UD26	
620-00-53634-000-000		MAINTENANCE OF MAINS	7,889.13
		2326 N SECOND LN EMERGENCY REPAIR	
		DFT-#2326-39	
		Total	7,889.13
<hr/>			
	4/11/2025	EXCEL UNDERGROUND LLC	
		Manual Check Nbr: 041125-UD23	
620-00-53659-000-000		CONTRACTUAL SERVICES	1,230.00
		12620	
		Total	1,230.00
<hr/>			
	4/11/2025	MUNICIPAL LAW & LITIGATION GROUP SC	
		Manual Check Nbr: 041125-UD28	
620-00-53658-000-000		LEGAL FEES	139.20
		14218	
		Total	139.20
<hr/>			
	4/11/2025	SHORT ELLIOTT HENDRICKSON INC	
		Manual Check Nbr: 041125-SUD27	
620-00-53631-000-000		PRO. SER./ENGINEERING	7,836.25
		484295	
		Total	7,836.25
<hr/>			
	4/11/2025	THE EXPEDITERS INC	
		Clean 6 Lift Stations	
		Manual Check Nbr: 041125-UD28	
620-00-53635-000-000		MAINTENANCE OF LIFT STATIONS	3,294.00
		Clean 6 Lift Stations	
		4140	
		Total	3,294.00
<hr/>			
	4/11/2025	VILLAGE OF SUMMIT	
		2025 MARCH ADMIN	
		Manual Check Nbr: 041125-UD28	
620-00-53659-000-000		CONTRACTUAL SERVICES	5,083.34
		030125	

4/04/2025 8:10 AM

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

Page: 2
ACCT

Dated From:
Thru:

From Account:
Thru Account:

Voucher Nbr	Check Date	Payee	Amount	
			Total	5,083.34
<hr/>				
4/21/2025 WE ENERGIES - UTILITY DISTRICTS				
LIFT STATIONS				
			Manual Check Nbr:	041125-UD25
620-00-53656-000-000		UTILITIES		1,972.43
LIFT STATIONS				
			042125	
			Total	1,972.43
<hr/>				
			Grand Total	42,675.86



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MEMORANDUM

TO: Summit Utility District No. 2
FROM: Robbie Malzahn, PE
DATE: April 4, 2025
RE: Monthly Engineering Report
SEH No. 158569 14.00

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

1. **Action Items:**
 - A. **Lift Station 6 – Automatic Transfer Switch Removal and Replacement**
This will be a separate agenda item, please see below summary under 3.A.
2. Lift Station Reporting and System Maintenance
 - A. Area Septic Installation (ASI) continues to perform weekly and monthly District maintenance duties.
 - B. On 3/25/2025, ASI identified that the Bioxide pump at Lift Station 2 was not properly working. ASI was able make repairs to the pump with spare parts on hand. ASI has been directed by Village Staff to order replacement parts to replenish inventory.
3. Lift Station 6 – Automatic Transfer Switch
 - A. Quotes were received from two qualified electrical contractors, Pieper Power and Meyers Electric. Meyers Electric provided the lowest price quote. On 3/31/2025, we provided Village Staff with a letter of recommendation and a tabulation of quotes detailing the quotes received.
4. Bioxide Alternatives
 - A. On 3/20/2025, SEH provided Village Staff with a mechanical option called the TITUS Twister Mixing Aerator to combat sulfide production and hydrogen sulfide (H₂S). Working with William Reid (supplier) they recommended this product. It's an aerator that sits in the wet wells and adds diffused air or ozone to the liquid; in this case the ozone would be needed. William Reid mentions that elimination of chemical treatment depends on two factors: length of the downstream force main and the cleanliness of it. They mentioned that historically on a 2-mile force main they could reduce h₂s by 90%. They also have a temporary unit that could be rented out, although it wouldn't be available until next summer. Rough estimating shows that upfront costs could be about \$60K per lift station.
 - B. On 3/24/2025, Village Staff and SEH had a virtual meeting with Veolia to discuss options for chemical treatment of the sewer system. Based some rough estimations of daily flows and H₂S levels, Veolia was able to provide an alternative chemical called ProSweet OC2543 for treating H₂S. They provided a rough cost of \$30K for annual treatment, however, we would need to provide some more information so they could more accurately estimate dosage. They did offer a recommendation to start a trial period which would entail the purchase of a 55-gallon drum of chemical (roughly one month of chemical) and adjust as needed. SEH and ASI are working on

Engineers | Architects | Planners | Scientists

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

262.646.6855 | 888.908.8166 fax | sehinc.com

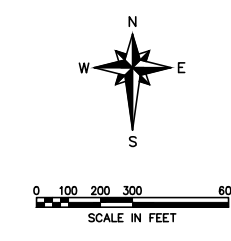
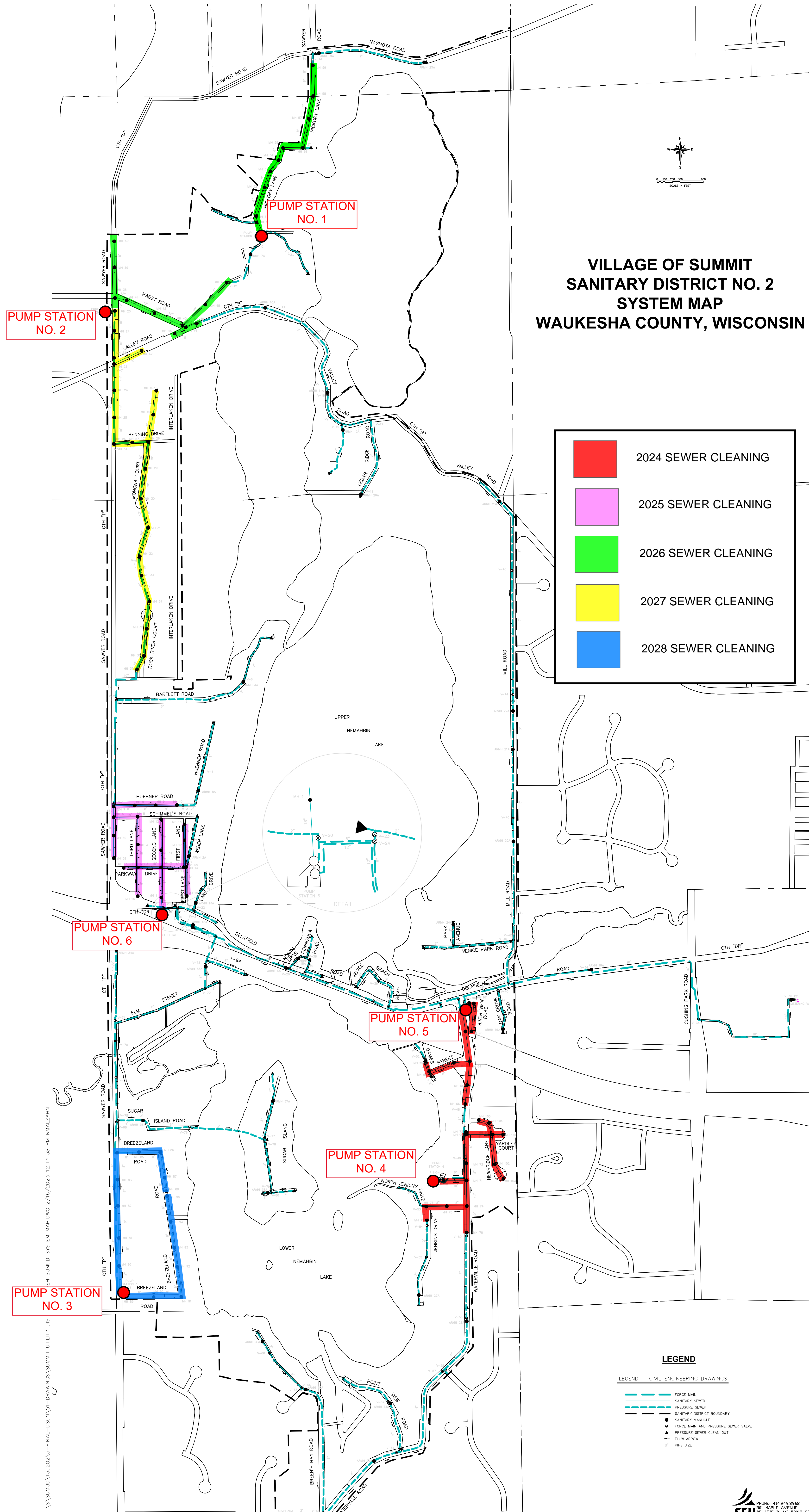
SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

gathering the needed information.

5. Water Monitoring Updates at Rogers Memorial Behavioral Health (RMH) Facilities
 - A. On 4/3/2025, SEH reached out to RMH. They responded mentioning that Meter will be on site today to review meters for replacement and accuracy validation. We will be meeting with RMH next week to discuss timeline for any labor and parts required to perform these upgrades.
6. 2025 Wet Well Cleanings
 - A. On 3/31/2025, The Expeditors cleaned at all six lift stations wet wells. ASI assisted with providing access to the wet wells and running lift station pumps. It should be noted that LS 3 was the dirtiest, and some gravel was removed which was likely from a past sewer connection. All other lift stations were much cleaner with less solids build-up.
7. Lift Station Control Panel Upgrades
 - A. On 4/10/2025, the Village, ASI, and SEH plan to meet with Starnet to discuss recommendations for control panel upgrades and verify the accuracy of backup floats and transducers. The focus will be for LS 3 and LS 5, however recently ASI identified the need for replacement of some aging equipment at LS 4.
8. 2025 Sewer Cleaning and Televising
 - A. SEH is finalizing a request for quote (RFQ) to send to contractors for work to be completed. Attached is a map detailing this year's area of focus near LS 6. The intent is to send out the RFQ next week, allowing contractors to provide quotes until April 24th. At the next meeting, SUD2 Commission will be able to discuss and act on the work.
9. WE Energies
 - A. Next week, We Energies plans on replacing the overhead power lines on Sugar Island Road. The work will be to replace with underground conduit and bore from Sawyer Rd east under the lake to the island. SEH previously reviewed this work for conflicts.
10. Service Agreements Updates
 - A. ASI – Current through 2025.
 - B. Starnet – The plan is to use the remaining 2 full-service days and then pay for service on an as needed basis.
 - C. Evoqua Bioxide Rate – Current through April 2025.

SMY/RWM

2024 - 2028 SEWER CLEANING SCHEDULE



VILLAGE OF SUMMIT SANITARY DISTRICT NO. 2 SYSTEM MAP WAUKESHA COUNTY, WISCONSIN

	2024 SEWER CLEANING
	2025 SEWER CLEANING
	2026 SEWER CLEANING
	2027 SEWER CLEANING
	2028 SEWER CLEANING

LEGEND

LEGEND - CIVIL ENGINEERING DRAWINGS

- FORCE MAIN
- SANITARY SEWER
- PRESSURE SEWER
- SANITARY DISTRICT BOUNDARY
- SANITARY MANHOLE
- FORCE MAIN AND PRESSURE SEWER VALVE
- ▲ PRESSURE SEWER CLEAN OUT
- FLOW ARROW
- ∅ PIPE SIZE

Q:\PTA\SUMMAD\135282A\5-FINAL-DSGN\51-DRAWINGS\SUMMIT UTILITY DIST...
PH: SUMMAD SYSTEM MAP.DWG 2/16/2023 12:14:38 PM RMAALZAHN



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MEMORANDUM

To: Summit Utility District No. 2 Commission

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

Date: April 4, 2025

Re: Discussion and Action on Award of Lift Station No. 6 – Automatic Transfer Switch Replacement

PURPOSE:

To receive authorization from the Summit Utility District No. 2 Commission to award the Lift Station 6 – Automatic Transfer Switch (ATS) Replacement contract to the lowest responsible bidder.

BACKGROUND:

Proposals for the Lift Station 6 – ATS Removal and Replacement RFQ were due on March 21, 2025. Invitations to bid were sent out to 11 companies, and a total of two bids were received. Please refer to the District Engineer’s memorandum and their recommendation, attached. Village staff have reviewed the bids and agree that the award should be made to Meyers Electric, the apparent low bidder.

RECOMMENDATION:

SEH and Village staff recommend that the Lift Station No. 6 – Automatic Transfer Switch Replacement contract is awarded to Meyers Electric in the amount of \$7,950.

ATTACHMENTS:

Request for Quote – Lift Station No. 6 – Automatic Transfer Switch Replacement (dated March 3, 2025)

SEH Letter of Recommendation of Award (dated March 31, 2025)

FISCAL IMPACT:

Total cost of \$7,950. The 2025 operating budget includes \$20,000 for this work.

RECOMMENDED MOTION:

Motion to authorize the District Engineer, SEH, to award the Lift Station No. 6 – Automatic Transfer Switch Replacement contract to Meyers Electric in an amount not to exceed \$7,950.



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March 3, 2025

RE: Summit Utility District No. 2
Request for Quote - Lift Station No. 6 -
Automatic Transfer Switch Replacement
SEH No. 158569 14.00

To Whom It May Concern:

The Village of Summit Utility District No. 2 (SUD2) is requesting price quotes from qualified contractors for the following work:

- **Removal and Replacement of Automatic Transfer Switch**

On the proceeding pages, please see the provided information for work specifics such as the site background and location, scope of work, permits, basis of payment, and existing site photos. Please note all information provided should be verified by the Contractor.

Quotes are due into the office of Short Elliott Hendrickson, Inc. located at 501 Maple Avenue, Delafield, WI 53018 by **3:00 P.M. on Friday, March 21, 2025**. Only the "PRICE QUOTATION" sheet needs to be emailed to syoss@sehinc.com or mailed to the SEH office.

Please note that the SUD2 will review and act on any quotes at their April 10th, 2025, District Board meeting. After which, SEH will coordinate the Contractor for any future work to be scheduled and completed.

If you have any questions regarding this work or to schedule a walk-thru of facilities, please feel free to contact Steve Yoss at 414-949-8954 or syoss@sehinc.com, respectively.

Sincerely,
Short Elliott Hendrickson, Inc.

Steve Yoss

Steve Yoss, PE
Project Engineer

C: Debra Michael, Village Administrator
Kamron Nash, Village Public Works Director
Mike Sindorf, Village Building Inspector
Robbie Malzahn, SEH

Enclosure: Existing Photos Page
Request for Quote

Scope of Work:

SUD2 is requesting price quotes from qualified contractors for the replacement of the automatic transfer switch at their Lift Station No. 6. The scope of work includes the following:

- **Removal of Existing Switch:**
 1. Disconnect and remove the existing automatic transfer switch.
 - A. It is assumed that the existing panel likely could be reused but, in an effort, to save on labor costs it probably makes sense to replace panel too.
 2. Ensure proper disposal of the old switch in accordance with local regulations.
 3. Maintaining continued wastewater conveyance during improvements.
 - A. It is assumed that during the electrical work the lift station may need to be operated manually on generator power. The generator can remain off until wastewater levels become high enough, in which the station will then need to be manually pumped down. Please note that pumping operations with the generator may require a wire jump to bypass the transfer switch. Operating of the lift station is to only be performed Maintenance Staff.
 - B. Wastewater Hauling: This is another option should the bypass not be feasible. Material that is removed from the wet wells may be disposed of at the Del-Hart WWTP, at the contractor's cost. The Contractor will be responsible for coordinating the hauling and disposal.
- **Installation of New Switch and Panel:**
 1. Furnish and install a new automatic transfer switch. (e.g. Eaton, Asco, or Kohler)
 2. Ensure the new switch is compatible with the existing electrical system.
 3. Perform all necessary electrical connections and testing to ensure proper operation.
- **Testing and Commissioning:**
 1. Conduct thorough testing of the new switch to ensure it operates correctly.
 2. Provide documentation of the components installed.
- **Permits and Inspections:**
 1. Obtain all necessary permits and schedule inspections as required by local authorities.
 2. Ensure the installation complies with all relevant codes and standards.

Site Location: 34835 Delafield Road, Summit, WI 53066



Existing System Information:

- Electrical Service: 200-amp/480-volt entering the meter socket.
- Existing ATS rated for 150-amp/480-volt. The transfer switch is 3-phase, 3 pole.
- The lift station pumps about every 20 minutes throughout the day; approximately 1-1.5 hours of wet well capacity.

Contractors are encouraged to investigate the site to verify work prior to submitting a quote. If you have any questions regarding this work or to schedule a walk-thru of facilities, please feel free to contact Steve Yoss at 414.949.8954 or syoss@sehinc.com.

Permits:

The Village of Summit will require an electrical permit be obtained for this work. The contractor will be responsible for any costs to obtain the electrical permit. For any questions, please contact the Village's Building Inspector, Mike Sindorf, between the hours of 7:00 am and 4:00 pm (Monday – Friday) at 262-490-4141 or bi@summitvillage.org.

Basis of Measurement and Payment:

Work will be measured by the lump sum for work completed to replace the automatic transfer switch, as acceptably installed. Payment for work performed will be based on the percentage of lump sum price quoted. All labor, equipment, materials, and tools required to perform work shall be included in the lump sum price. All other work necessary shall be considered incidental to the work but is not limited to design and planning for work, coordination between entities (SEH and Village of Summit), etc.

Submission Requirements:

Quotes are due into the office of Short Elliott Hendrickson, Inc. located at 501 Maple Avenue, Delafield, WI 53018 by **3:00 P.M. on Friday, March 21, 2025**. Only the "PRICE QUOTATION" sheet needs to be emailed to syoss@sehinc.com or mailed to the SEH office.

Evaluation & Award:

The SUD2 Board will review and act on any quotes at their April 10th, 2025, District Board meeting. After which, SEH will coordinate the Contractor for any future work to be scheduled and completed. Prior to starting any work, the Contractor must provide a Certificate of Insurance and execute a notice to proceed with the SUD2.

Existing Photos Page

Photo 1 Existing Cutler Hamer ATS Panel



Photo 2 Inside the existing ATS panel.



Photo 3 Existing ATS rating.



PRICE QUOTATION

The following is the breakdown for the quote requested:

Item No.	Item Description	Unit Qty	Unit	Unit Price	Total Price
1	Lift Station No. 6 – Automatic Transfer Switch Removal and Replacement	1	LS	\$ _____	\$ _____
Total Contract Price:				\$ _____	

Company Name: _____

Company Address (1): _____

Company Address (2): _____

Phone Number: _____

Email: _____

Printed Name of Preparing Person: _____

Signature of Person Preparing this Quote: _____

Indicate Approximate Start Date: _____

Anticipated Material Lead Times: _____



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March 31, 2025

RE: Summit Utility District No. 2
Lift Station 6 - ATS Removal and
Replacement - Letter of Recommendation
SEH No. SUMMV 158569 14.00

Summit Utility District No. 2
37100 Delafield Road
Summit, WI 53066

To the District Board:

On Friday, March 21, 2025, the Summit Utility District No. 2 (SUD2) accepted two price quotes for the subject maintenance work. The quote summary below shows that the lowest responsible price was submitted by Meyers Electric of Delafield, WI.

<u>Contractor</u>	<u>Total Quote</u>
Meyers Electric	\$7,950.00
Pieper Power	\$11,649.00

The overall budget for this maintenance work is \$15,000 for Lift Station 6 – Automatic Transfer Switch Removal and Replacement. This budget is based on the approved Village of Summit 2025 Capital Improvements and Operating budget.

Meyers Electric is a well-known electrical contractor from the Delafield area. We do not have any concerns with using them to complete this electrical maintenance work.

Accordingly, we recommend that the SUD2 award the subject work to Meyers Electric in the amount of \$7,950.00.

Sincerely,

A handwritten signature in cursive script that reads "Steve Yoss".

Steve Yoss, PE
Project Engineer

Enclosed: Tabulation of Quotes
Quote Sheet from Meyers Electric

C: Debbie Michael, Village of Summit
Kamron Nash, Village of Summit



SEH TABULATION OF QUOTES

1

2

LS 6 ATS Replacement RFQ Summit Utility District No. 2 SEH No.: SUMMV 158569 Quotes Due: Friday, March 21, 2025				Meyers Electric S13W33752 US HWY 18 Delafield, WI 53018 \$ 7,950.00		Pieper Electric 5477 South Westridge Ct., New Berlin, WI \$ 11,649.00	
		Shaded area denotes corrected					
Item No.	Item	Unit Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Lift Station No. 6 - Automatic Transfer Switch Removal and Replacement	1	LS	\$ 7,950.00	\$ 7,950.00	\$ 11,649.00	\$ 11,649.00
TOTAL QUOTE PRICE				\$	7,950.00	\$	11,649.00

Cost breakdown provided from Meyers Electric based on phone conversation with Bill Meyers on 3/26/2025

PRICE QUOTATION

\$5,550.00 (Materials)

+ \$2,400.00 (Labor)

= \$7,950.00
Total Price

The following is the breakdown for the quote requested:

Item No.	Item Description	Unit Qty	Unit	Unit Price	Total Price
1	Lift Station No. 6 – Automatic Transfer Switch Removal and Replacement	1	LS	\$ 5,550	\$ 7,950
Total Contract Price:				\$ 7,950	

Company Name:

Meyers Electric

Company Address (1):

S13W33752 U.S. HWY 18

Company Address (2):

Delafield, WI 53018

Phone Number:

262-968-3753

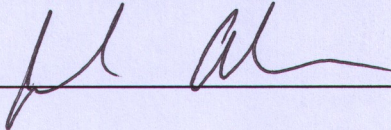
Email:

Jared@meyerselectric.com

Printed Name of Preparing Person:

JARED ADAMS

Signature of Person Preparing this Quote:



Indicate Approximate Start Date:

September 1st

Anticipated Material Lead Times:

14-16 weeks



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MEMORANDUM

To: Summit Utility District No. 2 Commission

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

Date: April 4, 2025

Re: Discussion and Action on Sanitary Sewer Easement on 34647 Sugar Island Road (SUMT0671023)

PURPOSE:

To receive approval of a sanitary sewer easement agreement for 34647 Sugar Island Road (SUMT0671023).

BACKGROUND:

At the March 13, 2025 Village Board meeting, the Board approved a CSM for the above-mentioned property with various conditions that were to be met within one year of the approval. The CSM includes an easement for the existing sewer line that lies upon the parcel, which will be recorded with the Certified Survey Map. The next step in the process is for the Summit Utility District No. 2 Commission to approve the easement. The easement was prepared by the Village Engineer.

RECOMMENDATION:

Village staff, the Village Engineer, and the Village Planner recommend that the sanitary sewer easement is approved as proposed.

ATTACHMENTS:

Sanitary Sewer Easement Agreement (DRAFT with exhibits)
Memorandum from Village Planner to Village Board (March 13, 2025 Village Board meeting document)

FISCAL IMPACT:

N/A

RECOMMENDED MOTION:

Motion to approve the Sanitary Sewer Easement Agreement for 34647 Sugar Island Road (SUMT0671023).



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MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Date: March 13, 2025

Re: **Certified Survey Map for Kosch – Lot Combination**
34651 Sugar Island Road (SUMT0671022)
34647 Sugar Island Road (SUMT0671023)

BACKGROUND:

See 2/20/2025 Plan Commission Staff Report. At the February 20, 2025 meeting, Plan Commission unanimously recommended approval of the proposed CSM, subject to the conditions provided in the recommended motion of this report. Village staff has requested that the applicant record a sanitary sewer easement as a separate document. The easement will be considered by the utility district at their March 13th meeting.

All planner comments have been addressed on the revised CSM, dated March 5, 2025. However, the survey was revised and now includes a note on sheet 1 and 2 that Sugar Island Road is private. Ownership of the road is unclear. The survey should be modified to remove any reference to public or private.

The owner is required to verify that the tarp-like structure is located entirely on the adjacent property to the southeast and any necessary permits shall be obtained prior to July 1, 2025.

The surveyor is reviewing the revised CSM for compliance with the February 3, 2025 letter.

ATTACHMENTS: 2/20/2025 Plan Commission report
2/3/2025 Surveyor letter
Revised Certified Survey Map dated 3/5/2025

FISCAL IMPACT: None.

RECOMMENDED MOTION:

- A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES.** Petitioner shall satisfy all comments, conditions and concerns of the Village Engineer, Surveyor, and Planner prior to approval of the final Certified Survey Map.
- B. SUBJECT TO REIMBURSEMENT OF EXPENSES.** As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this conditional CSM approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.
- C. UTILITY CONNECTION FEES.** As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all utility connection fees owed to the Village of Summit. Note: **The CSM does not result in the creation of any new lots. Therefore, this condition does not apply.**
- D. BUSINESS OR COMMERCIAL USE.** There shall be no commercial or business use on this lot, except as specifically permitted within or pursuant to the applicable Zoning Code.
- E. ONE YEAR TO SATISFY CONDITIONS.** Subject to the Petitioner satisfying all of the aforementioned conditions within one year of the Village Board granting conditional final approval of the CSM.

**SANITARY SEWER EASEMENT
AGREEMENT**

Document Number

This Sanitary Sewer Easement Agreement (this “Agreement”), effective as of the date above the signature line below (the “Effective Date”), is by and between _____, its successors, heirs, and assigns (collectively, “Owner”) and the Village of Summit, its agents, designees, or assigns (collectively, the “Village”).

Recording Area

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

SUMT0671023

Parcel Identification Number (PIN)

WHEREAS, Owner is the owner of real property more particularly described to on the attached **Exhibit A** (the “Property”);

WHEREAS, Owner intends to record a Certified Survey Map against the Property in the Waukesha County Register of Deeds in conjunction with the recording of this Agreement (the “CSM”);

WHEREAS, Owner desires to grant a permanent, non-exclusive easement for the existing sewer utilities, and the right to access, improve, and maintain the same in accordance with this Agreement, all of which shall be located over and upon the area more particularly described on the map attached as **Exhibit B** (the “Sanitary Sewer Easement Area”) and

WHEREAS, the parties desire to execute this Agreement to memorialize their rights and obligations as it relates to the Sanitary Sewer Easement Area.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sanitary Sewer Easement.

(a) **Grant of Sanitary Sewer Easement.** Owner hereby grants and conveys to the Village a permanent, non-exclusive easement over, across, and under the Sanitary Sewer Easement Area to maintain, operate, construct, use, repair (including reconstruction), enlarge, relocate, and remove sanitary sewer facilities, and other related utilities, fixtures, equipment, and appurtenances that are necessary to extend and provide municipal sanitary sewer service (collectively, the “Utilities”) in the Village of Summit, Waukesha County, Wisconsin (the “Sanitary Sewer Easement”). This Agreement and the Sanitary Sewer Easement includes the Village’s right of ingress and egress over the Property to the Sewer Easement Area. Except for the lateral connection which connects directly to the sewer facilities, and other related fixtures, equipment and appurtenances, all such items shall remain the property of the Village.

(b) **Access and Maintenance.** Owner grants the Village, its employees, agents, licensees, and/or contractors the right to enter and access the Property and Sanitary Sewer Easement Area, for the purpose of the maintaining, operating, using, repairing, relocating, and removing the Utilities. Owner shall not use the Sanitary Sewer Easement Area in a manner that will disturb or interfere with the Utilities or prevent ingress and egress to the Sewer Easement Area, except in case of emergencies. Subject to the foregoing, Owner, for itself and its agents, invitees, tenants, contractors, and representatives, hereby reserves the right to use the Sanitary Sewer Easement Area for any and all purposes that do not unreasonably interfere with the rights granted to the Village under this Agreement. If the Village causes any disturbance or damage to the Sewer Easement Area, the Village shall restore the Sewer Easement Area to its condition prior to that disturbance or damage, to the extent reasonably practical as determined by the Village.

(c) **Relocation.** The Village may relocate the Utilities at any time within the Sanitary Sewer Easement Area. Owner shall not relocate the Utilities without the Village’s prior written consent.

2. Obstruction. Owner agrees that the Village may remove any obstructions that have been placed or permitted upon the Easement Area after the execution of this Agreement, and the Village is under no obligation to repair or replace any obstruction within the Easement Area that has been created or occurred after the execution of this Agreement, unless the parties otherwise agree in writing. Such obstructions include, but not limited to, all trees, shrubs, grass, aggregate, pavement, herbage, or other materials now existing on or under the Easement Area or that may be hereafter planted, grown, or deposited thereon.

3. No Alteration. After the execution of this Agreement, Owner shall not alter the topography or grading of the Easement Area, without the Village’s prior written consent.

4. Covenants Runs with the Land. All of the terms and conditions of this Agreement run with the land and are binding upon, inure to the benefit of, and are enforceable by Owner and the Village. This Agreement and the Sanitary Sewer Easement may only terminate upon agreement by the parties in writing.

5. Default. If the Village is required to enforce any provision of this Agreement, whether or not litigation is commenced, the Village shall be entitled to recover from Owner all costs and expenses, including attorneys’ fees, incurred by the Village in such enforcement. The Village may recover any unpaid amount by placing such amount on the tax roll of the Property, as a special assessment in accordance with of Wis. Stat. § 66.0703. In addition to this Section, the Village shall still be entitled to all other rights and remedies provided by law.

6. No Taking. By signing this Agreement, Owner agrees that this Agreement and the Sanitary Sewer Easement shall not be deemed or construed as an act of condemnation or taking, and Owner waives its rights under Wis. Stat. Chapter 32.

7. Indemnification. Except as otherwise provided by this Agreement, Owner shall indemnify and hold the Village, its agents, employees, contractors, or assigns harmless from and against any and all claims, actions, suits, charges, and judgments, including attorneys' fees and costs, that arise out of or relate to this Agreement, the Property, the Sanitary Sewer Easement, the operation, use, maintenance, and repair (including reconstruction) of the Utility, or personal injury or property damage arising out of any activity undertaken by the Village, its agents, employees, contractors, or assigns.

8. Miscellaneous. Owner represents and warrants that the individual signing this Agreement is fully authorized to enter into this Agreement and this Agreement is binding on Owner. Upon execution by the parties, this Agreement shall be recorded in the Waukesha County Register of Deeds. Except as otherwise provided in this Agreement, this Agreement may only be amended upon written agreement signed by the parties and recorded in the Waukesha County Register of Deeds. Any dispute arising out of or relating to this Agreement shall be commenced in Waukesha County, Wisconsin and shall be interpreted in accordance with the laws of the State of Wisconsin. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document. No delay or omission by the Village in exercising any right arising under this Agreement shall be construed to be a waiver of the right or power. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. Nothing in this Agreement shall authorize any use or activity on the Property that would otherwise first require the approval of the Village of Summit or any other governmental entity. Except for any sanitary sewer access easements granted by Owner to the Village, this Agreement (together with the other agreements and documents being delivered pursuant to or in connection with this Agreement) constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof. The Recitals of this Agreement, including all defined terms contained in the Recitals, are incorporated into, and made part of, this Agreement.

Dated and effective as of the date signed by the Owner below.

OWNERS

By: _____
Christian A Kosch

Katherine J Kosch

Date: _____

Date: _____

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this _____ day of _____, _____, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

VILLAGE OF SUMMIT

By: _____
Jack Riley, Village President

Date: _____

By: _____
Debra Michael, Village Administrator-Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, _____, the above-named Jack Riley and Debra Michael, Village President and Administrator-Clerk/Treasurer of the Village of Summit, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

This instrument drafted by:

Brian Pehl, PE
SEH
501 Maple Avenue
Delafield, WI 53018

EXHIBIT A

Property Legal Description

For informational purposes only:

Address: 34647 SUGAR ISLAND RD

Tax Key No.: SUMT0671023

DRAFT

EXHIBIT B

Sanitary Sewer Easement Area Map



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: April 4, 2025

Re: Discussion and Action on Sanitary Sewer Easement on 1506 Sugar Island Road
(SUMT0671034002 and SUMT0671034003)

PURPOSE:

To receive approval of a sanitary sewer easement agreement for 1506 Sugar Island Road (SUMT0671034002 and SUMT0671034003).

BACKGROUND:

At the March 13, 2025 Village Board meeting, the Board approved a CSM for the above-mentioned property with various conditions that were to be met within one year of the approval. The CSM includes an easement for the existing sewer line that lies upon the parcel, which will be recorded with the Certified Survey Map. The next step in the process is for the Summit Utility District No. 2 Commission to approve the easement. The easement was prepared by the Village Engineer.

RECOMMENDATION:

Village staff, the Village Engineer, and the Village Planner recommend that the sanitary sewer easement is approved as proposed.

ATTACHMENTS:

Sanitary Sewer Easement Agreement (DRAFT with exhibits)
Memorandum from Village Planner to Village Board (March 13, 2025 Village Board meeting document)

FISCAL IMPACT:

N/A

RECOMMENDED MOTION:

Motion to approve the Sanitary Sewer Easement Agreement for 1506 Sugar Island Road (SUMT0671034002 and SUMT0671034003).



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: Village Board

From: Amy Barrows, Planner

Date: March 13, 2025

Re: **Certified Survey Map for Beres/Fieber/Madden Revocable Trust
1506 Sugar Island Road (SUMT0671034002) & Unknown address on Sugar Island
Road (SUMT0671034003)**

BACKGROUND:

See 2/20/2025 Plan Commission Staff Report. At the February 20, 2025 meeting, Plan Commission unanimously recommended approval of the proposed CSM, subject to the conditions provided in the recommended motion of this report. Village staff has requested that the applicant record a sanitary sewer easement as a separate document. The easement will be considered by the utility district at their March 13th meeting.

All planner comments have been addressed on the revised CSM, dated March 5, 2025. However, the survey was revised and now includes a note on sheet 1 and 2 that Sugar Island Road is private. Ownership of the road is unclear. The survey should be modified to remove any reference to public or private. The area to the O.H.W.M. note should include the square footage of each lot separately. There is a typo in the plan commission approval signature for the administrator that will need to be fixed.

The surveyor did not have any comments.

ATTACHMENTS: 2/20/2025 Plan Commission report
2/5/2025 Surveyor letter
Revised Certified Survey Map dated 3/5/2025

FISCAL IMPACT: None.

RECOMMENDED MOTION:

- A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES.** Petitioner shall satisfy all comments, conditions and concerns of the Village Engineer, Surveyor, and Planner prior to approval of the final Certified Survey Map.

- B. SUBJECT TO REIMBURSEMENT OF EXPENSES.** As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this conditional CSM approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.

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AGREEMENT**

Document Number

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Recording Area

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

SUMT0671034002
SUMT0671034003
Parcel Identification Number (PIN)

WHEREAS, Owner is the owner of real property more particularly described to on the attached **Exhibit A** (the “Property”);

WHEREAS, Owner intends to record a Certified Survey Map against the Property in the Waukesha County Register of Deeds in conjunction with the recording of this Agreement (the “CSM”);

WHEREAS, Owner desires to grant a permanent, non-exclusive easement for the existing sewer utilities, and the right to access, improve, and maintain the same in accordance with this Agreement, all of which shall be located over and upon the area more particularly described on the map attached as **Exhibit B** (the “Sanitary Sewer Easement Area”); and

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(c) **Relocation.** The Village may relocate the Utilities at any time within the Sanitary Sewer Easement Area. Owner shall not relocate the Utilities without the Village’s prior written consent.

2. Obstruction. Owner agrees that the Village may remove any obstructions that have been placed or permitted upon the Easement Area after the execution of this Agreement, and the Village is under no obligation to repair or replace any obstruction within the Easement Area that has been created or occurred after the execution of this Agreement, unless the parties otherwise agree in writing. Such obstructions include, but not limited to, all trees, shrubs, grass, aggregate, pavement, herbage, or other materials now existing on or under the Easement Area or that may be hereafter planted, grown, or deposited thereon.

3. No Alteration. After the execution of this Agreement, Owner shall not alter the topography or grading of the Easement Area, without the Village’s prior written consent.

4. Covenants Runs with the Land. All of the terms and conditions of this Agreement run with the land and are binding upon, inure to the benefit of, and are enforceable by Owner and the Village. This Agreement and the Sanitary Sewer Easement may only terminate upon agreement by the parties in writing.

5. Default. If the Village is required to enforce any provision of this Agreement, whether or not litigation is commenced, the Village shall be entitled to recover from Owner all costs and expenses, including attorneys’ fees, incurred by the Village in such enforcement. The Village may recover any unpaid amount by placing such amount on the tax roll of the Property, as a special assessment in accordance with of Wis. Stat. § 66.0703. In addition to this Section, the Village shall still be entitled to all other rights and remedies provided by law.

6. No Taking. By signing this Agreement, Owner agrees that this Agreement and the Sanitary Sewer Easement shall not be deemed or construed as an act of condemnation or taking, and Owner waives its rights under Wis. Stat. Chapter 32.

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8. Miscellaneous. Owner represents and warrants that the individual signing this Agreement is fully authorized to enter into this Agreement and this Agreement is binding on Owner. Upon execution by the parties, this Agreement shall be recorded in the Waukesha County Register of Deeds. Except as otherwise provided in this Agreement, this Agreement may only be amended upon written agreement signed by the parties and recorded in the Waukesha County Register of Deeds. Any dispute arising out of or relating to this Agreement shall be commenced in Waukesha County, Wisconsin and shall be interpreted in accordance with the laws of the State of Wisconsin. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document. No delay or omission by the Village in exercising any right arising under this Agreement shall be construed to be a waiver of the right or power. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. Nothing in this Agreement shall authorize any use or activity on the Property that would otherwise first require the approval of the Village of Summit or any other governmental entity. Except for any sanitary sewer access easements granted by Owner to the Village, this Agreement (together with the other agreements and documents being delivered pursuant to or in connection with this Agreement) constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof. The Recitals of this Agreement, including all defined terms contained in the Recitals, are incorporated into, and made part of, this Agreement.

Dated and effective as of the date signed by the Owner below.

OWNERS

By: _____
Drew T. Madden

Patricia R. Madden

Date: _____

Date: _____

By: _____
Justin Beres

Andy Fieber

Date: _____

Date: _____

VILLAGE OF SUMMIT

By: _____
Jack Riley, Village President

Date: _____

By: _____
Debra Michael, Village Administrator-Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, _____, the above-named Jack Riley and Debra Michael, Village President and Administrator-Clerk/Treasurer of the Village of Summit, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

This instrument drafted by:

Brian Pehl, PE
SEH
501 Maple Avenue
Delafield, WI 53018

EXHIBIT A

Property Legal Description

For informational purposes only:

Address: 1506 SUGAR ISLAND RD
Tax Key No.: SUMT0671034002
SUMT0671034003

DRAFT

EXHIBIT B

Sanitary Sewer Easement Area Map