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Police Dept., 262-567-1134
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www.summitvillage.org

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

AGENDA

Village Board - Village of Summit

Thursday, February 8, 2024 at 6:30 p.m.

At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT
5. CONSENT AGENDA - Items listed under the Consent Agenda are considered in one motion unless a Village Board Member requests that an item be removed from the Consent Agenda
 - A. Minutes of January 11, 2024 regular meeting & January 29, 2024 special meeting
 - B. January 2024 payables
 - C. Appointment of Election Inspectors: Janice Griffin & Lisa Laborde
 - D. Stormwater Maintenance Agreement for Whitestone Church to accommodate a parking lot expansion and future church addition on property located at 2517 N Dousman Road
6. PLANNING DEPARTMENT
 - A. Acknowledge summary of work and related planner hours to address a portion of the Zoning Code Text Amendment project related to Permitted and/or Conditional Uses
 - B. Acknowledge open house for a presentation on a proposal to vacate a portion of Venice Beach Road by Jeff, Stoll, representative of 2008 N. Venice Beach Road, LLC & 34311 Venice Beach Road, LLC, property owners located at 2008 N. Venice Beach Road (SUMT0669031001) & 34311 Venice Beach Road (SUMT0669056)
7. PUBLIC WORKS DEPARTMENT
 - A. Monthly Administrative Report
8. POLICE DEPARTMENT
 - A. Monthly Report
 - B. Discussion and action on Lake Country Municipal Court Ordinance in regards to establishing a Municipal Court
 - C. Discussion and action on acceptance of \$2,500 donation to be used towards new Taser purchases
 - D. Discussion and action on acceptance of \$700 and designation to the Community Outreach Fund
 - E. Discussion and action on acceptance of donated artwork to be displayed at the Summit Police Department
9. WESTERN LAKES FIRE DISTRICT
 - A. Monthly Report
10. VILLAGE BOARD

- A. Discussion and action on Class “B” Beer and “Class B” Liquor License for Nemahbin Lake Partners LLC, dba Panga Bar & Grill, 34422 Delafield Road, Agent Daniel Della
- B. Discussion and action on an Ordinance regulating the use of All-Terrain and Utility Terrain Vehicles on Village Roads
- C. Discussion and action on Yard & Wood Waste Processing Contract with Johnson’s Nursery, LLC
- D. Discussion and action to set items for March 14, 2024 regular Village Board meeting

11. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

Debra J. Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: March 14, 2024

Posted: February 2, 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 Village Board noticed above.



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MINUTES

Village Board - Village of Summit

January 11, 2024

CALL TO ORDER

Chairperson Riley called to order the Village of Summit Board meeting at 6:30 p.m. on Thursday, January 11, 2024 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. Trustees present were: Kraig Arenz, Sr., Jim Petronovich, and Justin Phillips. Also, present were: President Jack Riley, Public Works Director Kamron Nash, Planner Amy Barrows and Police Chief Mike Hartert and Administrator-Clerk/Treasurer Debbie Michael. Commissioner Jeff Lee was absent.

PUBLIC COMMENT

Wayne Euclide, N63W37858 Burtonwood Drive, Oconomowoc stated that he has raised family for over 31 years in the Town of Oconomowoc, thanked the village for their ongoing work and the upcoming 14-year Anniversary of incorporation. He currently is a Commissioner on Town of Oconomowoc Plan Commission, and he has worked at GE Healthcare for many years. At the urging of several groups in neighboring communities he has decided to run as a candidate for Waukesha County District #2 Supervisor, He stated that he will work with communities and attend meetings on a regular basis and be an advocate for effective use of tax money, thoughtful development, preservation of rural areas, access to trails, parks and bodies of water.

President Riley **ANNOUNCED EXECUTIVE SESSION**, pursuant to Sections 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Public Works Director

*The Board may return to open session following this discussion

CONSENT AGENDA - Items listed under the Consent Agenda are considered in one motion unless a Village Board Member requests that an item be removed from the Consent Agenda

- A. Minutes of December , 2023 regular meeting
- B. December 2023 payables
- C. Letter of Credit Reductions – Interlaken Village Phase 2: \$15,587.60 & Lake Country Village Phase 6: \$39,192.60
- D. Letter of Credit Release – Lake Country Village Phase 4: \$4,631.40
- E. Appointment of Election Inspector – Karen Rasmussen

MOTION: (Petronovich, Phillips) *to approve the consent agenda as presented.* Carried.

PLANNING DEPARTMENT

Discussion and action to adopt an ordinance that detaches land located at 36818 Sunset Drive, (SUMT0711996001) and abutting Dousman Road and US-18 road rights-of-ways from the Village of Summit to the Village of Dousman in accordance with the Cooperative Boundary Plan Between Town of Summit and Towns of Delafield, Oconomowoc and Ottawa and the Villages of Dousman and Oconomowoc Lake

MOTION: (Arenz, Petronovich) *to adopt the enclosed Ordinance to detach the property and road right-of-ways described in the Ordinance from the Village of Summit and attach said lands to the Village of Dousman in accordance with the Cooperative Boundary Agreement between the Village of Summit and Village of Dousman with the exhibit being reviewed and approved by Village staff.* Carried.

Discussion and action regarding the implementation of a complaint form for Village of Summit code violations

MOTION: (Arenz, Petronovich) *that the Village Board acknowledge the Complaint Form as a document to be used in the tracking and resolution of Code violations in the Village of Summit.* Carried.

PUBLIC WORKS DEPARTMENT

Monthly Administrative Report

Director Nash went through the report (on file).

Discussion and action on designation of \$500 donated funds for fitness courts at Village Park

MOTION: (Petronovich, Phillips) *to approve the designation of \$500 in donated funds from Kraig and Karen Arenz towards the fundraising efforts for the installation of fitness courts in a Village park.* Carried. Arenz abstained.

POLICE DEPARTMENT

Monthly Report

Chief Hartert reviewed the report.

Discussion and action on designation of \$500 donated funds for purchase of handheld remote broadcast system

MOTION: (Phillips, Petronovich) *to approve the designation of \$500 in donated funds from Kraig and Karen Arenz towards the purchase of a Handheld Remote Broadcast System.* Carried. Arenz abstained.

WESTERN LAKES FIRE DISTRICT

Monthly Report

Chief Bowen reviewed the monthly report.

VILLAGE BOARD

Discussion and action on formula for Fire Department Services related to Veterans Tax Credits

Trustee Arenz stated that he has spoken to the resident, who had already talked to the State Representative and it was her recommendation that he come before the Village for an exemption.

President Riley added that it's a really good program for veterans and this is another issue for the State Department of Revenue to discuss and determine if they would expand the program to allow the fees to be included.

Trustee Phillips stated he could do some research and would reach out to his contacts at the Capital.

MOTION: (Arenz, Petronovich) *to direct Justin to do some research and report back to board with his findings and potential direction.* Carried.

Discussion and action to set date for strategic planning session

March 7, 9 am to Noon.

Discussion and action to set items for February 8, 2024 regular Village Board meeting

ATV/UTV discussion.

MOTION: (Arenz, Phillips) *to go into EXECUTIVE SESSION*, pursuant to Section 19.85(1)(c) – Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Public Works Director.

ROLL CALL VOTE – Petronovich – aye, Phillips – aye, Arenz – aye, Riley – aye. Carried.

*The Board may return to open session following this discussion

Discussion and action on 2024 Salary Schedule

No discussion or action taken.

ADJOURN VILLAGE BOARD MEETING

MOTION: (Petronovich, Arenz) *to adjourn at 8:48 p.m.* Carried.

Respectfully Submitted,

Debra J. Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: February 8, 2024



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MEMORANDUM

To: Village Administrator

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: February 2, 2024

Re: Consent Agenda – Election Inspector Appointment

BACKGROUND: The Village Board approved appointments for election inspectors at the December 14, 2023 meeting.

Since then, a few residents came in or emailed us stating that they would be interested in working elections for Summit.

This would still be a 2-year term appointment ending 12/31/2025.

ATTACHMENTS: None.

FISCAL IMPACT: None.

RECOMMENDATION: As part of the Consent Agenda Motion the Village Board affirms the appointment of Janice Griffin and Lisa Laborde as an election inspector for the current 2-year term.



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MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Date: February 1, 2024

Re: **White Stone Community Church – Storm Water Maintenance Agreement**

BACKGROUND: In 2021, White Stone Community Church received approval from the Plan Commission to construct an addition to the church, including a larger parking lot. The applicant revisited the matter with Plan Commission in July of 2023 and requested that they be allowed to temporarily expand the parking lot until they are able to secure funding for the addition. In addition to other conditions, Plan Commission allowed the temporary parking lot improvements provided the storm water measures be put in place for the entire project ahead of the improvements. A Stormwater Management Plan was required to be reviewed and approved by the Village Engineer, including the issuance of an Erosion Control and Stormwater Permit and approved Stormwater Maintenance Agreement. The Village Engineer has reviewed and approved the Stormwater Management Plan, issued the necessary permits, and approved the Stormwater Maintenance Agreement.

The Stormwater Maintenance Agreement is enclosed. After the agreement is approved by Village Board, it will need to be signed and recorded with Waukesha County Register of Deeds prior to commencing construction.

ATTACHMENTS: Storm Water Maintenance Agreement

FISCAL IMPACT: None

RECOMMENDED ACTION: Approve the Storm Water Maintenance Agreement as presented.



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MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Date: February 1, 2024

Re: **Village of Summit Zoning Ordinance Text Amendment Project**

PROJECT OBJECTIVE: In order to proactively support the Village's long-term vision of land use development, Village staff will review existing conditional uses in the Village and consider a variety of common land uses that are not specified in the Village's Zoning Ordinance and determine if any of the uses should be removed from or added to the Village of Summit Zoning Ordinance as a permitted or conditional use in certain zoning districts, including appropriate conditions.

BACKGROUND: In 2018, the Village removed many Conditional Uses from the Zoning Ordinance in response to legislative changes at the state level. At the time, it was the intent to review uses that should be reincorporated into the ordinance. To date, this effort has not been pursued. The policy has been to have individual applicants propose specific text language for consideration. This process puts a significant amount of burden and cost on an individual property owner to address an issue that potentially impacts the entire village. Proposed amendments by property owners tend to be property specific, which is not a best planning practice. Examples include provisions for event facilities, day schools, and other business uses that are common in rural settings. Once this project is complete, staff will be able to provide better direction to applicants regarding the uses that the village may or may not support and what conditions will apply, which results in more consistent decision making.

PROPOSED TASKS: Village staff would like to review the existing Zoning Ordinance and prepare a table of existing permitted and conditional uses per zoning district. This information would be presented at an internal Plan Staff meeting on February 29, 2024. Following the February Plan Staff meeting, Village staff would prepare benchmark data, including an assessment of uses allowed in neighboring communities and determine common uses from other resources. This information would likely be presented at the

April 29, 2024 Plan Staff meeting. Once feedback is provided from Plan Staff, a presentation would be given to Plan Commission and Village Board at a joint meeting. The commission and board would assist in prioritizing which uses should be considered and in which order. Once a prioritized list is put together, a revised work summary and potential scope of work would be prepared to complete the following assessment for each use:

- Determine applicable Zoning Districts and determine why.
- Determine permitted vs conditional.
- Determine necessary conditions, keep measurable and specific if possible.
- Determine which properties apply based on above answers.
- Decide if public engagement is required.
- Hold public hearing and recommendation from Plan Commission for Zoning Ordinance text amendments. This may occur considering one use at a time or all uses at the same time. To be determined.
- Village Board action, adopt ordinance.

FISCAL IMPACT: At this time, costs are limited to budgeted Planner office hours. Once a list of prioritized uses is developed, a scope of work will be prepared, which may result in additional professional review costs.

RECOMMENDED ACTION: Acknowledge the summary of work and related planner hours to address a portion of the Zoning Ordinance Text Amendment Project related to Permitted and/or Conditional Uses.



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Public Notice
Village of Summit Open House
Tuesday, February 6, 2024
5:30 PM – 6:30 PM
Village of Summit Community Room
37100 Delafield Road, Summit, WI 53066

In compliance with the State of Wisconsin Open Meetings Law requirements, this serves as public notice that members of the Village Plan Commission, Village Board, Utility District Board, Cemetery Board, Police Commission, Board of Review and Zoning Board of Appeals may attend the Village of Summit Open House for a presentation on a proposal to vacate a portion of Venice Beach Road by Jeff Stoll, representative of 2008 N. Venice Beach Road, LLC & 34311 Venice Beach Road, LLC, property owners located at 2008 N. Venice Beach Road (SUMT0669031001) and 34311 Venice Beach Road (SUMT0669056), respectively. No action will be taken by any governmental body of the municipality.

Posted: January 15, 2024



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MEMORANDUM

To: Village Board

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

Date: February 1, 2024

Re: Department of Public Works Administrative Report

DPW Crew Activities

Cemetery Activity Summary

- 1 funeral occurred in January.
- 1 grave site sale occurred in January.
- A special Cemetery Board meeting was held on January 19th at 9:00 a.m. at Village Hall to discuss the pet ossuary. The next meeting is tentatively scheduled for May 17, 2024 at 9:00 a.m. at the Cemetery.

Equipment Maintenance & Repair

- Serwe Implement indicated that they received a shipment on 1/5, and their sales representative will check to see if our Tiger Mowing units are included.
- The Morbark Chipper is having the same electrical/controls issues that it was having previously. The unit was dropped off at the dealer for service on 1/5, and it is being evaluated by the motor manufacturer.

Winter Season Activities

- A summary of the 2023 – 2024 winter weather response activities by the DPW crew is attached for reference.
- 1/12 – 1/13/2024 Snowfall Event Response
The DPW crew (full-time and winter seasonal employees) spent a combined total of over 150 hours between January 12th and 13th responding to this event, which does not include the additional time spent performing significant road clean-up activities after the initial clearing of roadways. Jared, Dave, Kevin, and Al were at work from 6:45 a.m. on Friday through 1:30 p.m. on Saturday afternoon, taking a few brief breaks and one rest period for a few hours early on Saturday morning. With the heavy snowfall rates (1 – 2"/hr) through much of the storm, the crew struggled to maintain the main roads, and freezing temperatures created a significant amount of hard pack on roadways where they were unable to clear the snow before the cold arrived. In addition, several trees and limbs fell due to the heavy, wet snow during the storm. Western Lakes Fire Department assisted with tree debris, but the crew still had to stop plowing operations

to perform cleanup in various locations throughout the Village. There is still a significant amount of tree debris that was pushed to the side of the road that needs to be cleared, and staff will work on this as they are able and once we have a functional chipper.

The DPW crew's dedication to the Village and their jobs was very evident during and after this event, and I am grateful to have such a committed crew to work with. Please consider thanking them the next time that you see them for their hard work. Public Works employees are not often considered First Responders, but they deserve this recognition. I would also like to thank the WLFD and the Police Department for their assistance throughout the event. We worked together very well as a team, and I hope that we can continue to do so in the future.

Genesee Lake Road Park Master Plan Update

A draft master plan was completed by SEH and submitted to Village staff for review and comments. Staff will follow up with comments/changes.

Official Road Right-of-Way Map Update

Staff continue to work on the Official Road ROW Map updates with SEH and the Village Planner. It is anticipated that this work will wrap up by the end of February.

Delafield Road Bridge Replacement Project

The preconstruction meeting for this project was held on Friday, January 26th. Electronic sign boards were set up on January 29th to display a closure notification message, and the project is scheduled to start on February 5th. An updated press release was issued by the Village with this information. A field trailer will be placed at Village Hall near the DPW building for use by the project engineer. They will be utilizing Village electricity to power the lights, heat, and computers, and the contractor will monitor usage and reimburse the Village for costs incurred.

N Dousman Road Multi-Use Trail Extension Project

A scope development meeting between the Strand Associates (design consultant), WisDOT, and the Village occurred on January 24th. A draft agreement is being drafted by the consultant, which will be forwarded on to the Village and WisDOT for review and comments. Due to the late local let date, the project will likely not be constructed until 2025 (previously anticipated 2024).

MS4 Compliance

In response to the DNR's request for additional clarificatory information, SEH provided a memorandum and supplemental documentation to satisfy the Village's requirement under our WPDES permit on January 31st.

Upper Nemahbin Lake/Bark River Dredging Project

The contractor has begun moving snow at Genesee Lake Road Park along the southeast corner to accommodate material hauling. A tracking pad will be installed to help mitigate tracking of mud and debris onto the roadway. Hauling is anticipated to begin within the next couple of weeks, weather pending.

National Fitness Campaign Status

The Village has successfully fundraised a total of \$10,500 toward this campaign. A follow-up meeting occurred between Village staff and NFC on January 16th to discuss progress and next steps towards applying for a grant. NFC indicated that they would prefer to set up quarterly

meetings to track progress of our campaign. No additional funds have been received since the last Village Board update.

Village Safety Program Development & Implementation

Safety Committee Meeting

The next committee meeting is scheduled for Monday, March 4th at 9:00 a.m.

Village Safety Training

The following safety training is scheduled for the first quarter of 2024:

Training	Required Staff	Format	Timeline
Office Ergonomics	Administrative	Video (independent study, ~12 mins)	1 st quarter
Fire Safety Policy	All staff	Department Heads review with staff	1 st quarter
Fire Extinguisher Inspections	DPW staff	PW Director review with staff	1 st quarter

ATTACHMENTS: None.

2023 – 2024 Winter Weather Response Summary

Event Date(s)	Response Type	Snow (in)	Staff Hours						Est. Salt Use (Tons)	Estimated Costs (Labor, Salt)
			Full Time			Part Time				
			Reg	OT	DT	Reg	OT			
11/26 – 11/27/2023	Spot Salt (11/27)	1.50	8.00	-	-	4.00	-	7.00	\$838.91	
12/1/2023	Spot Salt/Plow	1.10	-	6.50	-	-	2.00	7.50	\$905.88	
12/31/2023	Spot Salt (icy conditions)	0.20	-	-	8.00	-	2.75	16.00	\$1,730.98	
1/6/2024	Spot Salt/Plow	1.00	-	9.00	-	-	2.50	13.50	\$1,570.64	
1/9 – 1/10/2024	Full Plow/Salt (1/9, 1/10); Spot Salt/Plow	6.70	41.50	28.00	-	26.50	-	19.50	\$4,790.22	
1/11/2024	Full Plow/Salt	1.90	19.25	9.00	-	9.25	-	18.50	\$2,694.25	
1/12 – 1/13/2024	Various cycles of full plow due to heavy snowfall; Cleanup of roadways after event	15.50	39.00	72.25	-	22.25	17.25	21.50	\$7,500.06	
1/18 – 1/19/2024	Full Plow/Salt; Cleanup of drifting and hardpack on roadways	0.50	29.25	6.50	-	4.50	-	13.00	\$2,344.69	
1/22 – 1/24/2024	Full Plow/Salt; Significant cleanup of hardpack on roadways (mild temps)	0.20	48.00	5.42	-	12.00	-	43.50	\$5,449.19	
Totals	Responses: 9	29.10	185.00	136.67	8.00	78.50	24.50	160.00	\$27,824.81	

Note: Fuel costs, pre-event preparations, and post-event equipment maintenance not included.



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MEMORANDUM

To: Village Board

From: Chief Michael Hartert

Date: January 25, 2024

Re: Lake Country Municipal Court Ordinance

BACKGROUND:	On January 9, 2024 the Administrative Committee met and voted to add the City of Delafield to the Lake Country Municipal Court (LCMC). Per Wisconsin State Statutes, all municipalities belonging to the LCMC must pass an identical Ordinance and Successor Agreement.
ATTACHMENTS:	Proposed Ordinance and Successor Agreement; Current Ordinance and Successor Agreement; Informational Letter.
FISCAL IMPACT:	None.
RECOMMENDED:	Motion to repeal Ordinance 101-2021 and its Successor Agreement and replace it with Ordinance 124-2024 and the revised Successor Agreement in regards to Establishing a Municipal Court.



LAKE COUNTRY MUNICIPAL COURT

630 E. Wisconsin Avenue

Oconomowoc, WI 53066

Tel: 262-569-0920

Clerk Theresa Berlin

clerk@lcmunict.org

Deputy Clerk Tracy Dricken

deputyclerk@lcmunict.com

Honorable Timothy T. Kay

www.lcmunict.com

MEMO

To: Lake Country Municipal Court Communities

From: Donald Wiemer, Chair, Administrative Committee

Date: January 10, 2024

Reference: Municipal Ordinance and 66.0301 Successor Agreement

Attached are two documents for your review and municipal approval. These two documents reflect the City of Delafield joining Lake Country Municipal Court. The Administrative Committee met on January 9, 2024 and voted to add the City of Delafield to the court.

As to the revised municipal ordinance that creates the court, I ask that you repeal your latest court ordinance and approve this ordinance. All communities must pass an identical ordinance per state law. Under section 1, there are blanks for referencing your previous ordinance and when it was adopted.

The Successor Agreement (66.0301 agreement) revisions only add the City of Delafield to the court. No other changes have been made. This agreement needs your municipal approval.

If you have any questions, please feel free to call me at 414-881-9726.

Honorable Timothy T. Kay proudly serving the following municipalities:
City of Oconomowoc, Town of Delafield, Town of Erin, Town of Ixonia, Town of Merton, Town of Oconomowoc,
Town of Ottawa, Town of Sullivan, Village of Chenequa, Village of Dousman, Village of Hartland,
Village of Johnson Creek Village of Lac La Belle, Village of Lisbon, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex

ORDINANCE NO. 124-2024

AN ORDINANCE TO CREATE AND ESTABLISH A MUNICIPAL COURT FOR THE CITY OF OCONOMOWOC, VILLAGE OF OCONOMOWOC LAKE, VILLAGE OF DOUSMAN, TOWN OF DELAFIELD, VILLAGE OF NASHOTAH, VILLAGE OF LISBON, TOWN OF MERTON, VILLAGE OF SUSSEX, VILLAGE OF HARTLAND, VILLAGE OF LAC LABELLE, TOWN OF OCONOMOWOC, VILLAGE OF SUMMIT, VILLAGE OF CHENEQUA, TOWN OF ERIN, VILLAGE OF MERTON, VILLAGE OF SULLIVAN, VILLAGE OF JOHNSON CREEK, TOWN OF IXONIA (Contract Member), TOWN OF OTTAWA (Contract Member), AND TOWN OF SULLIVAN (Contract Member) AND CITY OF DELAFIELD (Contract Member) PURSUANT TO SECTIONS § 755.01 (4) AND § 66.0301 WISCONSIN STATUTES

The City/Town/City Council/Board of the Village of Summit, Waukesha County, Wisconsin does hereby ordain as follows:

SECTION 1.

Ordinance No.101-2021 dated on or about December 16, 2021 entitled “An Ordinance to Create And Establish A Municipal Court For The City Of Oconomowoc, Village Of Oconomowoc Lake, Village Of Dousman, Town Of Delafield, Village Of Nashotah, Village Of Lisbon, Town Of Merton, Village Of Sussex, Village Of Hartland, Village Of Lac Labelle, Town Of Oconomowoc, Village Of Summit, Village Of Chenequa, Town Of Erin, Village Of Merton, Village Of Sullivan, Village Of Johnson Creek (Contract Member), Town Of Ixonia (Contract Member), Town Of Ottawa (Contract Member), and Town of Sullivan is hereby repealed and the Municipal Court ordinance is hereby re-created as follows:

MUNICIPAL COURT

(1) MUNICIPAL COURT CREATED

There is hereby created and established a Municipal Court under the provisions of Chapter 755 of the Wisconsin Statutes for the City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Village of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia (Contract Member), Town of Ottawa (Contract Member), Town of Sullivan (Contract Member), and City of Delafield (Contract Member) or so many of

those municipalities which enact an ordinance identical to this ordinance pursuant to § 755.01 (4).

(2) MUNICIPAL JUDGE

Such court shall be under the jurisdiction of and presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the following Municipalities: City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, City of Delafield, Village of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia, Town of Ottawa, or Town of Sullivan, or those municipalities which enact an ordinance identical to this ordinance and enter into an agreement pursuant to § 566.0301 Wis. Stats. for the joint exercise of the power granted under § 755.01 Wis. Stats. Such Municipal Judge shall be elected at large in the spring election for a term of four (4) years commencing May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in § 8.10 Wis. Stats., and selection at a primary election if such is held as provided in § 8.11 Wis. Stats. The Town Board of the Town of Delafield shall provide for a primary election whenever three (3) or more candidates file nomination papers for such position of Municipal Judge as provided in §8.11(1)(a) Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in §5.02(22) Wis. Stats.

(3) ELECTIONS

The Municipal Clerk of each municipality shall see to the compliance with § 5.58(1)©, § 5.60(1)(b), § 5.60(2), § 7.10(1)(a), § 7.60(4)(a) and § 8.10(6)(bm) to provide for the election of a Municipal Judge under § 755.01 (4).

(4) OATH AND BOND

The Judge shall, after his election or appointment to fill a vacancy, take and file the official oath as prescribed in § 757.02(1) Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section § 19.01(4)© and Section 755.03(2), Wis. Stats.

(5) SALARY

The salary of the Municipal Judge shall be fixed by the governing bodies of the municipalities that created and established this Municipal Court, which shall be in lieu of fees and costs. No salary shall be paid for any time during his/her term during which

such Judge has not executed his official oath, as required by § 755.03, Wis. Stats., and filed pursuant to § 19.01 Wis. Stats. The municipalities may by separate ordinances, resolutions, or through the budget process, allocate funds for the administration of the Municipal Court pursuant to Wis. Stats. § 66.0301.

(6) JURISDICTION

The municipal Judge of the Municipal Court shall have such jurisdiction as provided by § 755.045 and § 755.05 Wis. Stats., and as otherwise provided by State Law. The Municipal Judge is authorized to issue inspection warrants under § 66.01 19 Wis. Stats.

(7) LOCATION AND HOURS

The Municipal Court shall be held in the Municipal Building of the City of Oconomowoc Police Department at 630 E. Wisconsin Avenue, Oconomowoc, Wisconsin. The Municipal Court shall be open at such times as determined by the Municipal Judge, but no less than every Friday commencing at 8:00 am.

(8) FINES AND FORFEITURES

The Municipal Judge may impose punishment and sentences as provided by ss 800.09, Wis. Stats., and as provided in the ordinances of the following municipalities: City of Delafield, City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Village of Lisbon. Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia, Town of Ottawa or Town of Sullivan. All forfeitures, fees, penalty assessments and costs shall be paid to the Treasurer of the Municipality within which the case arose within 7 days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the Treasurer the title of the action, the offense for which a forfeiture was imposed and the total amount of the forfeiture, fees, penalty assessment and costs, if any.

(9) STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT

The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800 Wis. Stats., and, where applicable, other provisions of the Wis. Stats. as referred to in subsection (10) below. The Municipal Judge shall establish in accordance with § 800.037 Wis. Stats., a schedule of deposits for violations of City, Village and Town ordinances, resolutions and bylaws, except traffic regulations which are and shall be governed by § 345.26 Wis. Stats., and boating violations which are, and shall be governed by § 23.66 and § 23.67

Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this Court and shall be posted in the office of the Municipal Court Clerk and the police departments of the respective communities.

(10) PROCEDURE IN MUNICIPAL COURT

The procedure in Municipal Court shall be as provided by this Ordinance and State Law including, but not excluding because of enumeration Chapters 66, 345, 751, 755, 757 and 800 of Wis. Stats.

(11) CONTEMPT PROCEDURES

(a) The Municipal Judge may impose a sanction authorized under § 800.12(2) for contempt of court, as defined in § 785.01(1) Wis. Stats., in accordance with the procedures under § 785.03 Wis. Stats.

(b) The Municipal Judge may impose a forfeiture for contempt under § 800.12(1) Wis. Stats., in an amount not to exceed \$50.00 or, upon nonpayment of the forfeiture and the penalty assessment under § 757.05 Wis. Stats., a jail sentence not to exceed 7 days.

(12) The Municipal Court hereby established shall not be abolished while the §755.01(4) agreement is in effect.

SECTION 2. SEVERABILITY

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3. EFFECTIVE DATE

This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Dated this ____ day of February, 2024.

Village of Summit

By: _____
President Jack Riley

ATTEST:

Administrator/Clerk/Treasurer Debra Michael
Village of Summit

ADOPTED: _____
POSTED: _____
PUBLISHED: _____

SUCCESSOR AGREEMENT FOR THE OPERATION OF THE
LAKE COUNTRY MUNICIPAL COURT
a/Ida MUNICIPAL COURT
FOR WESTERN WAUKESHA COUNTY
(Pursuant to Section 66.0301, Wis. Stats.)

AGREEMENT effective January 10, 2024, and on the date set opposite the signature of the Mayor, Village President, or Town Board Chairperson, by and between the City of Oconomowoc, Town of Oconomowoc, Village of Summit, Town of Merton, Village of Lisbon, Town of Delafield, Town of Erin, Village of Hartland, Village of Oconomowoc Lake, Village of Chenequa, Village of Lac La Belle, Village of Sussex, Village of Merton, Village of Dousman, Village of Nashotah, Village of Sullivan, Village of Johnson Creek, Town of Ottawa (Contract Member), Town of Ixonia (Contract Member), Town of Sullivan (Contract Member), and City of Delafield (Contract Member) all being municipal corporations organized and existing under the laws of the State of Wisconsin.

RECITALS:

WHEREAS, Section 755.01(1), Wis. Stats., provides that any municipality may establish a municipal court to be maintained at the expense of the municipality; and

WHEREAS, Section 755.01(4), Wis. Stats., provides that two or more cities, towns or villages may enter into an agreement under Section 66.0301, Wis. Stats., for the joint exercise of the power granted under Section 755.01(4), after enactment of identical ordinance by each affected City, Town or Village; and

WHEREAS, the municipalities that are parties to this agreement have enacted identical ordinances thereby creating and establishing a municipal court to serve said municipalities; and

WHEREAS, the municipalities have expressed willingness to enter into a contract for the joint operation of said municipal court and for the equitable sharing of the costs thereof, pursuant to Section 755.01 (4) and 66.0301, Wis. Stats.

NOW, THEREFORE, in consideration of the benefits to be derived by each municipality from the joint operation of the municipal court, the member municipalities agree as follows:

1. GENERAL. The municipal court shall be organized and shall operate pursuant to Chapter 755 Wis. Stats., the ordinances adopted by the member municipalities, and the terms of this agreement. In the event of conflict, the provisions of the Wisconsin statutes governing this court shall prevail. Pursuant to Section 755.01 (4), Wis. Stats., each member of the multimember Municipal Court shall adopt identical ordinances, and after adoption execute this Intermunicipal Agreement.

2. ORGANIZATION. Except for matters required by statute to be determined by the respective governing bodies of member municipalities, the general operation of the court shall be by the judge and the Court Administrative Committee. In addition, the Administrative Committee has currently authorized three sub-committees, namely: (1) Operations Committee; (2) Personnel Committee; and (3) Long Range Planning Committee. Each sub-committee shall have no less than three (3) members appointed by the chairperson of the Administrative Committee. Each sub-committee will in turn appoint a chair and keep brief minutes/notes of any meetings. Meetings will be publicly posted. The Operations Committee will meet not less than monthly, review and approve monthly financial statements and payment of bills, deal with general court operations, and formulate and recommend the annual court budget. The Personnel Committee will meet as needed and deal with personnel issues only. Both the Operations Committee and Personnel Committee may be involved, either individually or jointly, in the update of any employee handbook. The Long-Range Planning Committee will meet as needed to discuss and make recommendations as to the court's future facility needs.

3. COURT ADMINISTRATIVE COMMITTEE.

(a) Composition. The Court Administrative Committee shall be comprised of one representative of each member municipality who shall be appointed by the Mayor, President or Chairperson of the member municipality, subject to confirmation by the respective governing body. In order to assure participation and continuity of representation, each member municipality may appoint an alternate who shall act on committee matters in the absence of the representative. Contract municipalities shall not be a member of the Administrative Committee. The Administrative Committee shall appoint a chair and a vice chair for a term not to exceed 2 years. These appointments shall occur at the annual fall meeting or whenever a vacancy occurs. The appointments takes effect on January 1 of the following year.

(b) Powers and Duties. The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee may delegate certain authority or powers to the Operations or other committees. The Administrative Committee shall recommend to the governing bodies the annual court budget and the bail bond schedule for the court. The Operations Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments and costs paid into the court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with input from the judge, recommend that the court's participating municipalities approve the annual budget as prepared and recommended by the Operations Committee for the operation of the court.

(c) Voting and Procedure. The Court Administrative Committee shall be governed by Robert's Rules of Order and a majority vote of all the representatives of the Court Administrative Committee shall be required to adopt any motion or resolution. A simple majority of members or alternate members shall constitute a quorum.

Many of the municipalities that comprise this Municipal Court for police protection purposes contract with a County Sheriff's Department. If a municipality that contracts with a Sheriff's Department for police service appoints the Contract Deputy Sheriff as the municipality's member of the Administrative Committee, the Contract Deputy Sheriff shall be entitled to vote on any matter as the representative for each of the municipalities that the Contract Deputy Sheriff represents. Each municipality represented by a Contract Deputy Sheriff shall count toward meeting the quorum requirement.

4. MUNICIPAL JUDGE. This court shall be presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the court's Member or Contract Municipalities. The Municipal Judge shall be elected at large in the spring election for a term commencing on May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in Section 8.10, Wis. Stats, and selection at a primary election if such is held as provided in Section 8.11, Wis. Stats. Each Member Municipality shall provide for a primary election whenever three (3) or more candidates file nomination papers for the position of Municipal Judge as provided in Section 8.11(1)(a), Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in Section 5.02(22), Wis. Stats.

5. ELECTIONS. The Municipal Clerk of each municipality shall see to the compliance with Statutes 5.580 (c), 5.60(1)(b), 5.60(2), 7.10(1)(a), 7.60(4)(a) and 8.10(6)(a) to provide for the election of a Municipal Judge under Section 755.01 (4).

6. OATH AND BOND. The judge shall, after his/her election or appointment to fill a vacancy, take and file the official oath as prescribed in Section 757.02(1), Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section 19.01(4)(c) and Section 755.03(2), Wis. Stats.

7. JURISDICTION. The Municipal Judge of the Municipal Court shall have such jurisdiction as provided by Section 755.045 and 755.05, Wis. Stats., and as otherwise provided by state law. The Municipal Judge is authorized to issue inspection warrants under Section 66.122 and 66.123, Wis. Stats.

8. JUDGE'S SALARY. The salary of the Judge shall be set by the annual budget of the Court, approved and recommended by the Administrative Committee, and approved by the City Common Council and Village and Town Boards as part of the budget process.

9. LOCATION AND HOURS. The Municipal Court shall be held in the Community Room of the City of Oconomowoc Public Safety Building or at such other locations as the Administrative Committee may direct. The Municipal Court shall be open at such times as determined by the Municipal Judge, but no less than every Friday commencing at 8:00 am.

0. CLERK. The Clerk is appointed by the Judge pursuant to Section 755.10, Wis. Stats. Salary and fringe benefits of the Clerk and any Deputy Clerks or other part-time employees are set forth in the Court's annual budget and must be approved and recommended by the Administrative Committee, and approved by the City Common Council, Village and Town Boards.

11. FORFEITURES FEES PENALTY ASSESSMENTS AND COSTS. All forfeitures, fees, penalty assessments and other costs paid to the Municipal Court shall be accounted for and disbursed by the Municipal Court with the approval of the Operations Subcommittee on a not less than monthly basis. The Municipal Judge may impose punishment and sentences as provided by Section 800.09, Wis. Stats., and as provided in the ordinances of the Member Municipalities.

12. STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT. The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800, Wis. Stats, and, where applicable, other provisions of the Wisconsin Statutes. The Municipal Judge shall establish in accordance with Section 800.03(3), Wis. Stats, a schedule of deposits for violations of city, village and town ordinances, resolutions and by-laws, except traffic regulations which are and shall be governed by Chapter 345.27, Wis. Stats., and boating regulations which are and shall be governed by Chapter 23.67, Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this court and shall be posted in the office of the Municipal Court Clerk and the police departments of the respective communities.

13. PROCEDURE IN MUNICIPAL COURT. The procedure in Municipal court shall be as provided by this ordinance and state law, including, but not excluding because of enumeration, Chapters 66, 345, 751, 757 and 800, Wis. Stats.

14. CONTEMPT PROCEDURES.

(a) The Municipal Judge may impose a sanction authorized under Section 800.12(2) for contempt of court as defined in Section 785.01 (1), Wis. Stats., in accordance with the procedures under Section 785.03, Wis. Stats.

(b) The Municipal Judge may impose a forfeiture for contempt under Section 800.12(2) Wis. Stats. in an amount not to exceed \$200.00 (or as otherwise authorized by statute), or, upon nonpayment of the forfeiture and the penalty assessment under Section 165.87 Wis. Stats., a jail sentence not to exceed 7 days.

15. BUDGET PROCESS.

(a) Time and Approval. The Operations Committee, Judge, and Clerk shall formulate a budget annually to be approved by the Administrative Committee no later than November 15th of each year for the next succeeding year. The members of the committee shall present said budget to their respective governing bodies for approval. The budget shall be approved annually by the governing bodies no later than December 31. Approval by a majority of all the Member Municipalities shall constitute approval of the budget.

(b) Court Costs. The local share of the court costs required to be collected pursuant to Section 814.65(1), Wis. Stats., shall be retained by the court to be applied to the operating expenses of the court. Any excess of costs collected shall be held in reserve

or otherwise disbursed as approved by the Administrative Committee in compliance with all applicable statutes.

(c) Court Operating Expenses. The net operating expenses, if any, after application of the local share of the court costs, shall be charged to Member Municipalities based upon each municipality's percentage of total annual filed cases. Contributions shall be based upon the approved budget, with appropriate credits and debits being made on the next succeeding billing after annual audit. Payment shall be made within 30 days of billing. Citations entered by the court for any municipality when not received by the court in electronic format, will be assessed a per citation fee for entering such citations into the court software. Any community using the court will be assessed a fee set by the Administrative Committee if no citation has been submitted to the court in a calendar year. The current cost per citation entry is \$5.00 and \$500.00 per year if no citations submitted.

(d) Capital Expenditures. Capital expenditures shall be made a separate line item of the annual budget. All purchases other than operating expenses over \$500.00 shall be noted as Capital Expenditures.

16. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all member governing bodies shall be required to adopt any resolution pertaining to the operation of the court, or amending this agreement.

17. CONTRACT MUNICIPALITIES. The court may add additional communities in the future upon request of a community and approval of the Administrative Committee. Any added community will come into the court as a Contract Municipality. If the Contract Municipality is satisfied with the operation of the court, and the Administrative Committee is satisfied with the nature and level of services being provided to the Contract Municipality, the Contract Municipality may apply for Member Municipality status with such application to be approved by vote of the Administrative Committee. Any Contract Municipality will have municipal court services provided pursuant to a contract entered into between the Contract Municipality and the Administrative Committee. Contract Municipalities do not have a vote on the Administrative Committee. Any costs incurred by the court in adding the contract community will be charged to that community.

18. TERMINATION. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge and Chair of the Administrative Committee no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year. The Municipal Court hereby established shall not be abolished while the Section 755.01 (4) Agreement is in effect.

19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement under seal to be effective as of the date first written.

This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Dated this ____ day of February, 2024.

Village of Summit

By: _____
President Jack Riley

ATTEST:

Administrator/Clerk/Treasurer Debra Michael
Village of Summit

ADOPTED: _____
POSTED: _____
PUBLISHED: _____

ORDINANCE NO. 101-2021

AN ORDINANCE TO CREATE AND ESTABLISH A MUNICIPAL COURT FOR THE CITY OF OCONOMOWOC, VILLAGE OF OCONOMOWOC LAKE, VILLAGE OF DOUSMAN, TOWN OF DELAFIELD, VILLAGE OF NASHOTAH, TOWN OF LISBON, TOWN OF MERTON, VILLAGE OF SUSSEX, VILLAGE OF HARTLAND, VILLAGE OF LAC LABELLE, TOWN OF OCONOMOWOC, VILLAGE OF SUMMIT, VILLAGE OF CHENEQUA, TOWN OF ERIN, VILLAGE OF MERTON, VILLAGE OF SULLIVAN, VILLAGE OF JOHNSON CREEK, TOWN OF IXONIA (Contract Member), TOWN OF OTTAWA (Contract Member), AND TOWN OF SULLIVAN (Contract Member) PURSUANT TO SECTIONS § 755.01 (4) AND § 66.0301 WISCONSIN STATUTES

The Board of the Village of Summit, Waukesha County, Wisconsin does hereby ordain as follows:

SECTION I.

Ordinance No. 66-2019 dated on or about February 14, 2019 entitled "An Ordinance To Create And Establish A Municipal Court For The City Of Oconomowoc, Village Of Oconomowoc Lake, Village Of Dousman, Town Of Delafield, Village Of Nashotah, Town Of Lisbon, Town Of Merton, Village Of Sussex, Village Of Hartland, Village Of Lac Labelle, Town Of Oconomowoc, Village Of Summit, Village Of Chenequa, Town Of Erin, Village Of Merton, Village Of Sullivan, Village Of Johnson Creek (Contract Member), Town Of Ixonia (Contract Member), Town Of Ottawa (Contract Member), and Town of Sullivan (Contract Member) is hereby repealed and the Municipal Court ordinance is hereby re-created as follows:

MUNICIPAL COURT

(I) MUNICIPAL COURT CREATED

There is hereby created and established a Municipal Court under the provisions of Chapter 755 of the Wisconsin Statutes for the City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia (Contract Member) and Town of Ottawa (Contract Member), and Town of Sullivan (Contract Member) or so many of those municipalities which enact an ordinance identical to this ordinance pursuant to § 755.01 (4).

(2) MUNICIPAL JUDGE

Such court shall be under the jurisdiction of and presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the following Municipalities: City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia, Town of Ottawa, or Town of Sullivan, or those municipalities which enact an ordinance identical to this ordinance and enter into an agreement pursuant to § 566.0301 Wis. Stats. for the joint exercise of the power granted under § 755.01 Wis. Stats. Such Municipal Judge shall be elected at large in the spring election for a term of four (4) years commencing May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in § 8.10 Wis. Stats., and selection at a primary election if such is held as provided in § 8.11 Wis. Stats. The Town Board of the Town of Delafield shall provide for a primary election whenever three (3) or more candidates file nomination papers for such position of Municipal Judge as provided in § 8.11(1)(a) Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in § 5.02(22) Wis. Stats.

(3) ELECTIONS

The Municipal Clerk of each municipality shall see to the compliance with § 5.58(1)©, § 5.60(1)(b), § 5.60(2), § 7.10(1)(a), § 7.60(4)(a) and § 8.10(6)(bm) to provide for the election of a Municipal Judge under § 755.01 (4).

(4) OATH AND BOND

The Judge shall, after his election or appointment to fill a vacancy, take and file the official oath as prescribed in § 757.02(1) Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section § 19.01(4)© and Section § 755.03(2), Wis. Stats.

(5) SALARY

The salary of the Municipal Judge shall be fixed by the governing bodies of the municipalities that created and established this Municipal Court, which shall be in lieu of fees and costs. No salary shall be paid for any time during his/her term during which such Judge has not executed his official oath, as required by § 755.03, Wis. Stats., and filed pursuant to § 19.01 Wis. Stats. The municipalities may by separate ordinances, resolutions, or through the budget process, allocate funds for the administration of the Municipal Court pursuant to Wis. Stats. § 66.0301.

(6) JURISDICTION

The municipal Judge of the Municipal Court shall have such jurisdiction as provided by § 755.045 and § 755.05 Wis. Stats., and as otherwise provided by State Law. The Municipal Judge is authorized to issue inspection warrants under § 66.01 19 Wis. Stats.

(7) LOCATION AND HOURS

The Municipal Court shall be held in the Municipal Building of the City of Oconomowoc Police Department at 630 E. Wisconsin Avenue, Oconomowoc, Wisconsin. The Municipal Court shall be open at such times as determined by the Municipal Judge, but no less than every Friday commencing at 8:00 am.

(8) FINES AND FORFEITURES

The Municipal Judge may impose punishment and sentences as provided by ss 800.09, Wis. Stats., and as provided in the ordinances of the following municipalities: City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia, Town of Ottawa or Town of Sullivan. All forfeitures, fees, penalty assessments and costs shall be paid to the Treasurer of the Municipality within which the case arose within 7 days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the Treasurer the title of the action, the offense for which a forfeiture was imposed and the total amount of the forfeiture, fees, penalty assessment and costs, if any.

(9) STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT

The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800 Wis. Stats., and, where applicable, other provisions of the Wis. Stats. as referred to in subsection (10) below. The Municipal Judge shall establish in accordance with § 800.037 Wis. Stats., a schedule of deposits for violations of City, Village and Town ordinances, resolutions and bylaws, except traffic regulations which are and shall be governed by § 345.26 Wis. Stats., and boating violations which are, and shall be governed by § 23.66 and § 23.67 Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this Court and shall be posted in the office of the Municipal Court Clerk and the police departments of the respective communities.

(10) PROCEDURE IN MUNICIPAL COURT

The procedure in Municipal Court shall be as provided by this Ordinance and State Law including, but not excluding because of enumeration Chapters 66, 345, 751, 755, 757 and 800 of Wis. Stats.

(11) CONTEMPT PROCEDURES

- (a) The Municipal Judge may impose a sanction authorized under § 800.12(2) for contempt of court, as defined in § 785.01(1) Wis. Stats., in accordance with the procedures under § 785.03 Wis. Stats.
- (b) The Municipal Judge may impose a forfeiture for contempt under § 800.12(1) Wis. Stats., in an amount not to exceed \$50.00 or, upon nonpayment of the forfeiture and the penalty assessment under § 757.05 Wis. Stats., a jail sentence not to exceed 7 days.

- (12) The Municipal Court hereby established shall not be abolished while the §755.01(4) agreement is in effect.

SECTION 2. SEVERABILITY

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

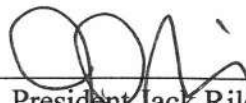
SECTION 3. EFFECTIVE DATE

This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Dated this 16th day of December, 2021.



Village of Summit

By: 
President Jack Riley

ATTEST:


Administrator/Clerk/Treasurer Debra Michael
Village of Summit

ADOPTED: 12-9-2021
POSTED: 12-16-2021
PUBLISHED: —

SUCCESSOR AGREEMENT FOR THE OPERATION OF THE LAKE COUNTRY
MUNICIPAL COURT a/k/a MUNICIPAL COURT
FOR WESTERN WAUKESHA COUNTY
(Pursuant to Section 66.0301, Wis. Stats.)

AGREEMENT effective November 11, 2021, and on the date set opposite the signature of the Mayor, Village President, or Town Board Chairperson, by and between the City of Oconomowoc, Town of Oconomowoc, Village of Summit, Town of Merton, Town of Lisbon, Town of Delafield, Town of Erin, Village of Hartland, Village of Oconomowoc Lake, Village of Chenequa, Village of Lac La Belle, Village of Sussex, Village of Merton, Village of Dousman, Village of Nashotah, Village of Sullivan, Village of Johnson Creek, Town of Ottawa (Contract Member), and Town of Ixonia (Contract Member), Town of Sullivan (Contract Member), all being municipal corporations organized and existing under the laws of the State of Wisconsin.

RECITALS:

WHEREAS, Section 755.01(1), Wis. Stats., provides that any municipality may establish a municipal court to be maintained at the expense of the municipality; and

WHEREAS, Section 755.01(4), Wis. Stats., provides that two or more cities, towns or villages may enter into an agreement under Section 66.0301, Wis. Stats., for the joint exercise of the power granted under Section 755.01(1), after enactment of identical ordinance by each affected City, Town or Village; and

WHEREAS, the municipalities that are parties to this agreement have enacted identical ordinances thereby creating and establishing a municipal court to serve said municipalities; and

WHEREAS, the municipalities have expressed willingness to enter into a contract for the joint operation of said municipal court and for the equitable sharing of the costs thereof, pursuant to Section 755.01 (4) and 66.0301, Wis. Stats.

NOW, THEREFORE, in consideration of the benefits to be derived by each municipality from the joint operation of the municipal court, the member municipalities agree as follows:

1. GENERAL. The municipal court shall be organized and shall operate pursuant to Chapter 755 Wis. Stats., the ordinances adopted by the member municipalities, and the terms of this agreement. In the event of conflict, the provisions of the Wisconsin statutes governing this court shall prevail. Pursuant to Section 755.01 (4), Wis. Stats., each member of the multimember Municipal Court shall adopt identical ordinances, and after adoption execute this Intermunicipal Agreement.

2. ORGANIZATION. Except for matters required by statute to be determined by the respective governing bodies of member municipalities, the general operation of the court shall be by the judge and the Court Administrative Committee. In addition, the Administrative Committee has currently authorized three sub-committees, namely: (1) Operations Committee; (2) Personnel Committee; and (3) Long Range Planning Committee. Each sub-committee shall have no less than three (3) members appointed by the chairperson of the Administrative Committee. Each sub-committee will in turn appoint a chair and keep brief minutes/notes of any meetings. Meetings will be publicly posted. The Operations Committee will meet not less than monthly, review and approve monthly financial statements and payment of bills, deal with general court operations, and formulate and recommend the annual court budget. The Personnel Committee will meet as needed and deal with personnel issues only. Both the Operations Committee and Personnel Committee may be involved, either individually or jointly, in the update of any employee handbook. The Long-Range Planning Committee will meet as needed to discuss and make recommendations as to the court's future facility needs.

3. COURT ADMINISTRATIVE COMMITTEE.

(a) Composition. The Court Administrative Committee shall be comprised of one representative of each member municipality who shall be appointed by the Mayor, President or Chairperson of the member municipality, subject to confirmation by the respective governing body. In order to assure participation and continuity of representation, each member municipality may appoint an alternate who shall act on committee matters in the absence of the representative. Contract municipalities shall not be a member of the Administrative Committee. The Administrative Committee shall appoint a chair and a vice chair for a term not to exceed 2 years. These appointments shall occur at the annual fall meeting or whenever a vacancy occurs. The appointments takes effect on January 1 of the following year.

(b) Powers and Duties. The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee may delegate certain authority or powers to the Operations or other committees. The Administrative Committee shall recommend to the governing bodies the annual court budget and the bail bond schedule for the court. The Operations Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments and costs paid into the court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with input from the judge, recommend that the court's participating municipalities approve the annual budget as prepared and recommended by the Operations Committee for the operation of the court.

(c) Voting and Procedure. The Court Administrative Committee shall be governed by Robert's Rules of Order and a majority vote of all the representatives of the Court Administrative Committee shall be required to adopt any motion or resolution. A simple majority of members or alternate members shall constitute a quorum.

Many of the municipalities that comprise this Municipal Court for police protection purposes contract with a County Sheriff's Department. If a municipality that contracts with a Sheriff's Department for police service appoints the Contract Deputy Sheriff as the municipality's member of the Administrative Committee, the Contract Deputy Sheriff shall be entitled to vote on any matter as the representative for each of the municipalities that the Contract Deputy Sheriff represents. Each municipality represented by a Contract Deputy Sheriff shall count toward meeting the quorum requirement.

4. MUNICIPAL JUDGE. This court shall be presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the court's Member or Contract Municipalities. The Municipal Judge shall be elected at large in the spring election for a term commencing on May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in Section 8.10, Wis. Stats., and selection at a primary election if such is held as provided in Section 8.11, Wis. Stats. Each Member Municipality shall provide for a primary election whenever three (3) or more candidates file nomination papers for the position of Municipal Judge as provided in Section 8.11(1)(a), Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in Section 5.02(22), Wis. Stats.

5. ELECTIONS. The Municipal Clerk of each municipality shall see to the compliance with Statutes 5.58(1) (c), 5.60(1)(b), 5.60(2), 7.10(1)(a), 7.60(4)(a) and 8.10(6)(a) to provide for the election of a Municipal Judge under Section 755.01 (4).

6. OATH AND BOND. The judge shall, after his/her election or appointment to fill a vacancy, take and file the official oath as prescribed in Section 757.02(1), Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section 19.01(4)(c) and Section 755.03(2), Wis. Stats.

7. JURISDICTION. The Municipal Judge of the Municipal Court shall have such jurisdiction as provided by Section 755.045 and 755.05, Wis. Stats., and as otherwise provided by state law. The Municipal Judge is authorized to issue inspection warrants under Section 66.122 and 66.123, Wis. Stats.

8. JUDGE'S SALARY. The salary of the Judge shall be set by the annual budget of the Court, approved and recommended by the Administrative Committee, and approved by the City Common Council and Village and Town Boards as part of the budget process.

9. LOCATION AND HOURS. The Municipal Court shall be held in the Community Room of the City of Oconomowoc Public Safety Building or at such other locations as the Administrative Committee may direct. The Municipal Court shall be open at such times as determined by the Municipal Judge, but no less than every Friday commencing at 8:00 am.

10. CLERK. The Clerk is appointed by the Judge pursuant to Section 755.10, Wis. Stats. Salary and fringe benefits of the Clerk and any Deputy Clerks or other part-time employees are set forth in the Court's annual budget and must be approved and

recommended by the Administrative Committee, and approved by the City Common Council, Village and Town Boards.

11. FORFEITURES FEES PENALTY ASSESSMENTS AND COSTS. All forfeitures, fees, penalty assessments and other costs paid to the Municipal Court shall be accounted for and disbursed by the Municipal Court with the approval of the Operations Subcommittee on a not less than monthly basis. The Municipal Judge may impose punishment and sentences as provided by Section 800.09, Wis. Stats., and as provided in the ordinances of the Member Municipalities.

12. STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT. The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800, Wis. Stats, and, where applicable, other provisions of the Wisconsin Statutes. The Municipal Judge shall establish in accordance with Section 800.03(3), Wis. Stats, a schedule of deposits for violations of city, village and town ordinances, resolutions and by-laws, except traffic regulations which are and shall be governed by Chapter 345.27, Wis. Stats., and boating regulations which are and shall be governed by Chapter 23.67, Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this court and shall be posted in the office of the Municipal Court Clerk and the police departments of the respective communities.

13. PROCEDURE IN MUNICIPAL COURT. The procedure in Municipal court shall be as provided by this ordinance and state law, including, but not excluding because of enumeration, Chapters 66, 345, 751, 757 and 800, Wis. Stats.

14. CONTEMPT PROCEDURES.

(a) The Municipal Judge may impose a sanction authorized under Section 800.12(2) for contempt of court as defined in Section 785.01 (1), Wis. Stats., in accordance with the procedures under Section 785.03, Wis. Stats.

(b) The Municipal Judge may impose a forfeiture for contempt under Section 800.12(2) Wis. Stats. in an amount not to exceed \$200.00 (or as otherwise authorized by statute), or, upon nonpayment of the forfeiture and the penalty assessment under Section 165.87 Wis. Stats., a jail sentence not to exceed 7 days.

15. BUDGET PROCESS.

(a) Time and Approval. The Operations Committee, Judge, and Clerk shall formulate a budget annually to be approved by the Administrative Committee no later than November 15th of each year for the next succeeding year. The members of the committee shall present said budget to their respective governing bodies for approval. The budget shall be approved annually by the governing bodies no later than December 31. Approval by a majority of all the Member Municipalities shall constitute approval of the budget.

(b) Court Costs. The local share of the court costs required to be collected pursuant to Section 814.65(1), Wis. Stats., shall be retained by the court to be applied to the operating expenses of the court. Any excess of costs collected shall be held in reserve or otherwise disbursed as approved by the Administrative Committee in compliance with all applicable statutes.

(c) Court Operating Expenses. The net operating expenses, if any, after application of the local share of the court costs, shall be charged to Member Municipalities based upon each municipality's percentage of total annual filed cases. Contributions shall be based upon the approved budget, with appropriate credits and debits being made on the next succeeding billing after annual audit. Payment shall be made within 30 days of billing. Citations entered by the court for any municipality when not received by the court in electronic format, will be assessed a per citation fee for entering such citations into the court software. Any community using the court will be assessed a fee set by the Administrative Committee if no citation has been submitted to the court in a calendar year. The current cost per citation entry is \$5.00 and \$500.00 per year if no citations submitted.

(d) Capital Expenditures. Capital expenditures shall be made a separate line item of the annual budget. All purchases other than operating expenses over \$500.00 shall be noted as Capital Expenditures.

16. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all member governing bodies shall be required to adopt any resolution pertaining to the operation of the court, or amending this agreement.

17. CONTRACT MUNICIPALITIES. The court may add additional communities in the future upon request of a community and approval of the Administrative Committee. Any added community will come into the court as a Contract Municipality. If the Contract Municipality is satisfied with the operation of the court, and the Administrative Committee is satisfied with the nature and level of services being provided to the Contract Municipality, the Contract Municipality may apply for Member Municipality status with such application to be approved by vote of the Administrative Committee. Any Contract Municipality will have municipal court services provided pursuant to a contract entered into between the Contract Municipality and the Administrative Committee. Contract Municipalities do not have a vote on the Administrative Committee. Any costs incurred by the court in adding the contract community will be charged to that community.

18. TERMINATION. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge and Chair of the Administrative Committee no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year. The Municipal Court hereby established shall not be abolished while the Section 755.01 (4) Agreement is in effect.

19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement under seal to be effective as of the date first written.

Village of Summit

Approved: _____
Date

BY: _____
President Jack Riley

ATTEST:

Debra Michael
Administrator/Clerk/Treasurer

Village of Summit

November 10, 2021



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: Chief Michael Hartert

Date: January 31, 2024

Re: Designation of Donated Funds

BACKGROUND: A village resident recently gave our department a donation check for \$2,500. In my initial discussions with him, I informed him of several items that we would like to purchase including new Tasers. He agreed with this expenditure.

ATTACHMENTS: Letter.

FISCAL IMPACT: None.

RECOMMENDED: Motion to approve the designation of \$2,500 in donated funds from Tom and Cathy Hebert for new Taser purchases.

HEBERT AGENCY, INC.

350 N. SUMMIT MOORS DRIVE
OCONOMOWOC, WI 53066

January 10, 2024

Summit Police Department
Attn: Chief Michael Hartert
37100 Delafield Rd.
Summit, WI 53066

Dear Chief Michael Hartert,

Please find enclosed a 2024 donation in the amount of \$2,500.00 to the Summit Police Department to be used as you see fit. I would appreciate receiving a letter of acknowledgement as to how this donation has been used to benefit your department.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom', with a horizontal line extending to the left.

Thomas Hebert
Hebert Agency, Inc.



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

MEMORANDUM

To: Village Board

From: Chief Michael Hartert

Date: January 19, 2024

Re: Designation of Donated Funds

BACKGROUND: The ORBIS Corporation, a subsidiary of Menasha Corporation, has donated \$700 to the Police Department after participating in a 'push the squad' challenge. We typically designate this donation for training and Community Outreach. I would request that these funds be placed in the Community Outreach Account for those purposes.

ATTACHMENTS: None.

FISCAL IMPACT: None.

RECOMMENDED: Motion to approve the designation of \$700 from ORBIS for Community Outreach and future training.



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

MEMORANDUM

To: Village Board

From: Chief Michael Hartert

Date: January 31, 2024

Re: Donation to the Police Department

BACKGROUND: On January 26, 1975, Summit Police Officers Wayne Olson and Robert Atkins, Jr. were shot and killed in the line of duty. This event had a great impact on the community and the Police Department. Rick Jorgenson was one of the Summit Officers at that time, and this incident greatly affected him. Rick passed away in 2021.

On the 49th anniversary of this tragedy, Rick's son, Rob Jorgenson, presented artwork to the Police Department in his father's memory.

ATTACHMENTS: None.

FISCAL IMPACT: None.

RECOMMENDED: Motion to allow acceptance of the donated art to be displayed at the police department.



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

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: August 4, 2023

Re: Liquor License Application – Nemahbin Lake Partners LLC

BACKGROUND: The property at 34422 Delafield Road is in the process of being sold. A group has been inquiring Village staff regarding taking over the operations of Panga Bar & Grill. They have filed the application for a Combo Class B license. All background checks have been completed and Chief Hartert has recommended approval of each party including the agent.

Outstanding items: Proof of control of premise, Business Plan of Operation approved by Village Plan Commission, Occupancy from Building Inspector, WLFD Inspection report and compliance, Waukesha County Health Department sign off, surrender of current license for premise by current liquor license holder.

ATTACHMENTS: Applications, Checklist

FISCAL IMPACT: \$600 for 1 year license will be prorated when the license can be issued, the complete cost of publication will be reimbursed to Village.

Staff recommends conditional approval of the alcohol beverage license through June 30, 2024 subject to completion of all requirements noted at the meeting and issuing the license and charging a prorated license fee from issue date to June 30, 2024.

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☒ Village of SUMMIT County of WAUKESHA
☐ City

The undersigned duly authorized officer/member/manager of NEMAHBIN LAKE PARTNERS LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
PANGA BAR & GRILL
(Trade Name)

located at 34422 DELAFIELD RD, OCONOMOWOC, WI 53066

appoints DANIEL DELLA
(Name of Appointed Agent)

17825 WESSEX DR, BROOKFIELD, WI 53045
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

The Social Haus, Menomonee Falls, WI

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? _____

Place of residence last year WAUKESHA WI 53015

For: NEMAHBIN LAKE PARTNERS LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Justin Beres
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, DANIEL DELLA, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

(Signature of Agent)

(Date)

Agent's age _____

Date of birth _____

17825 WESSEX DR, BROOKFIELD, WI 53045
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Form
AT-106

Original Alcohol Beverage
License Application

FOR CLERKS ONLY	
Municipality	V. Summit
License Period	7/1/2023 - 6/30/2024

License(s) Requested

- ☐ Class "A" Beer \$ _____ ☐ "Class A" Liquor \$ _____
- ☒ Class "B" Beer \$ 100.00 ☒ "Class B" Liquor \$ 500.00
- ☐ "Class C" Wine \$ _____ ☐ "Class A" Liquor (Cider Only) \$ _____
- ☐ Reserve "Class B" Liquor \$ _____ ☐ "Class B" (Wine Only) Winery \$ _____

Prorated

License Fees	\$
Publication Fee	\$
Background Check	\$
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)		
Nemahbin Lake Partners LLC		
2. Trade Name or DBA		
Panga Bar & Grill		
3. Premises Address		
34422 Delafield Rd, Oconomowoc, WI 53066		
4. County	5. Municipality	6. Aldermanic District
Waukesha	Village of Summit	
7. Mailing Address (if different from premises address)		
PO Box 180333, Delafield, WI 53018-0333		
8. FEIN	9. Wisconsin Seller's Permit Number	
0577100		
10. Premises Phone	11. Premises Email	
(		
12. Entity Type (check one)		
☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization		
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.		
The premise located at 34422 Delafield Rd contains two buildings that that will be used for the sale, service, consumption, and/or storage of alcohol. The main building on the premise is a full service bar/restuarant with a kitchen, storage area, bar, and dining/gaming area. Alcohol will be stored behind the bar and in the storage area. Alcohol will be sold/served at the bar and in the dining/gaming area. The accessory building on the premise is a garage/boathouse. The accessory building will be used for additional storage. Seasonally alcohol will be sold/served in the accessory building and outdoors on the premise.		

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate..... ☒ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)?..... ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration

Wisconsin

2. Date of Registration

01/04/24

3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ☐ Yes ☒ No

Name of Parent Company

FEIN of Parent Company

4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

5. Agent's Last Name

Della

Agent's First Name

Daniel

Phone

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
See Attached			

Part E: Attestation

Who must sign this application?

- sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature

Date

01/17/2024

Name (Last, First, M.I.)

Della, Daniel

Title

Member

Email

Phone

Part F: For Clerk Use Only

Date application was filed with clerk

01/18/2024

Date reported to governing body

02/02/2024

Date provisional license issued (if applicable)

Date license granted

License number

Date license issued

Signature of Clerk/Deputy Clerk

Current 2/1/24.

AT-106

Part D: Individual Information

Last Name	First Name	Title	Phone
Wallskog	Joel	Member	
Beres	Justin	Member	
Fieber	Andrew	Member	
Della	Daniel	Member	
Fricker	David	Member	
Barg	Brent	Member	

ALCOHOL LICENSING CHECKLIST

Business Name	Panga Bar & Grill
Address	34422 Delafield Rd
Ind/Part/LLC/Corp Name	Nemahbin Lake Partners LLC
Agent	Daniel Della Background Ck - Done w/approval
Auxiliary Questionnaire(s)	6 Total AT-106
Aux to PD for Background	Yes, all returned with approval from Police Chief
WI Seller's Permit	456-1031565441-04 Valid
FEIN Number	99-0577188
Control of Premise Provided	Purchase or Lease Agreement
License Comm Date:	2-Feb-24
Village Board Date:	8-Feb-24
Publication/Scheduled:	1-Feb-24
Publication Fee Paid-Date	
Type of License	Class "B" Beer, "Class B Liquor"
License Fee (prorated)	
BPO approved by Plan Comm	
Occupancy from BI	
WLFD Inspection & Compliance	
County Health Dept Sign off	
Notes	Delinquent 2022, 2023 taxes & SUD#2 bills



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

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: February 2, 2024

Re: Ordinance – ATV/UTV on Village Roads

BACKGROUND: The Village Board has had a request from a group to open up the Village roads for ATV/UTV use.

There was an Open House on January 17 with a presentation by the group. Notes were taken by Sarah during that time.

Trustee Arenz has provided a draft Ordinance that the Club provided. Chief Hartert & Public Works Director Nash have reviewed the Ordinance and provided their responses to Trustee Arenz.

Trustee Arenz will provide additional background at the meeting.

ATTACHMENTS: Ordinance, Comments, Proposal for ATV/UTV Road Routes handout

FISCAL IMPACT: To be explained by Trustee Arenz, Director Nash and Chief Hartert

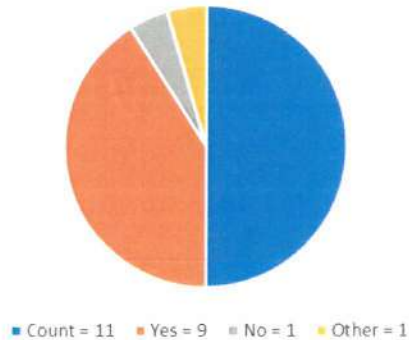
POSSIBLE MOTION: To approve the Ordinance to create a section of the Village Ordinances regulating the use of ATV and UTV's on Village Roads as proposed

POSSIBLE MOTION: To approve the Ordinance to create a section of the Village Ordinances regulating the use of ATV and UTV's on Village Roads with the following changes: _____

POSSIBLE MOTION: To direct staff to do more research on _____ and bring back to a future meeting

ATV/UTV

ATV UTV Feedback
as of 02/02/2024



**Total Respondents
to date.**

11

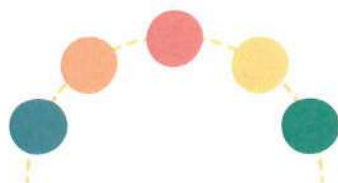
**YES to
ATV/UTV**

9



NO to ATV/UTV

1



**Out of 11 total respondents 2 were not located
in Summit/Oconomowoc***

***Location tracking is implemented for remaining reporting**

ORDINANCE NO. _____**AN ORDINANCE TO CREATE SECTION __. __ OF THE VILLAGE ORDINANCES
REGULATING THE USE OF ALL-TERRAIN AND UTILITY TERRAIN VEHICLES
ON VILLAGE ROADS**

THE VILLAGE OF SUMMIT BOARD OF TRUSTEES DOES HEREBY ORDAIN AS

FOLLOWS: Section __. __ of the Village Code Chapter 26 - TRAFFIC AND VEHICLES is created as follows:

SECTION 1:

ATV/UTVs

- (a) **PURPOSE.** The purpose of this ordinance is to establish All-Terrain Vehicle (ATV) and Utility Terrain Vehicle (UTV) routes in the Village of Summit and to regulate the operation of ATV/UTVs in the village.
- (b) **AUTHORITY.** The Village Board of Summit, Waukesha County, Wisconsin, has the specific authority to adopt this ATV/UTV Route Ordinance under s. 23.33 (8)(b) and (11), Wisconsin statutes.
- (c) **OPERATION OF ATV/UTVs.** Pursuant to s. 23.33 (4) (d) 4., Wis. Stats., except as otherwise provided in s. 23.33 (4), Wis. Stats., no person may operate an ATV/UTV on the roadway portion of any highway in the village except on roadways that are designated as ATV/UTV routes by this ordinance. Operation of ATV/UTV on a roadway in the Village that is an ATV/UTV route is authorized only for the extreme right of the roadway except that left turns may be made from any part of the roadway that is safe given prevailing conditions.
- (d) **DESIGNATION OF ATV/UTV ROUTES.**
 - 1. Adoption of State ATV and UTV Laws and Definitions: State ATV and UTV law and definitions found in Wisconsin State Statute 23.33 and Wisconsin Administrative Code NR 64 are adopted by reference and fully incorporated herein by reference, pursuant to Wisconsin State Statute 23.33 (11)(a).
 - 2. Routes: Any village road that is signed in accordance with NR 64.12 and NR 64.12(7)c (as those sections may hereafter be amended) may be used by ATV's and UTV's in accordance with such signage and as provided by the applicable portions of 23.33 Wis. Stats and this ordinance.
 - 3. Designation: All village roads will be open to ATV/UTV usage. All county and state roadways posted 35mph or less will be open to ATV/UTV usage as authorized under Wis. Stat. s. 23.33(11)(am) 4.

(e) CONDITIONS APPLICABLE TO ATV/UTV ROUTES. Pursuant to s. 23.33(8)(d), Wisc. Stats., the following restrictions are placed on the use of the town ATV/UTV routes:

1. Routes shall be marked with uniform ATV/UTV route signs in accordance with s. NR 64.12(7), Wisconsin Administrative Code. No person may do any of the following regarding signs marking village ATV/UTV routes:
 - a. Intentionally remove, damage, deface, move, or obstruct any uniform ATV/UTV route or trail sign or standard, or intentionally interfere with the effective operation of any uniform ATV/UTV route or trail sign or standards if the sign or standard is legally placed by the state, any municipality, or any authorized individual.
 - b. Possess any uniform ATV/UTV route or trail sign or standard of the type established by the department for the warning, instruction, or information of the public, unless he or she obtained the uniform ATV/UTV route or trail sign in a lawful manner. Possession of all uniform ATV/UTV route or trail sign or standard creates a rebuttable presumption of illegal possession.
2. Operation shall be subject to all provisions of s. 23.33, Wis. Stats., which is adopted as a part of the ordinance by reference, pursuant to s. 236.33(11), Wis. Stats.

(f) ADDITIONAL RESTRICTIONS AND APPLICABLE TIME PERIODS.

1. All ATV/UTV Operators must be 16 years of age or older.
2. A valid Department of Transportation driver's license is required to operate any ATV/UTV on a designated route within the village.
3. All ATV/UTV vehicles must be operated in a single file.
4. No ATV/UTV operator shall exceed the posted speed limit of the road being traveled.
5. ATV/UTV speed limit will be the same as the speed limit for other vehicles to maintain safe traffic flow.
6. All ATV/UTV riders under the age of 18 must wear a helmet.
7. All ATV/UTV 's must be operated on (paved or graveled) road surfaces only.
8. No ATV/UTV 's may be operated on road shoulders or in road ditches.
9. Any and all ATV/UTV routes may be closed at any time at the discretion of the Village of Summit Police Chief.
10. ATV/UTV operators are required to have applicable liability insurance
11. All ATV/UTV 's shall have headlights, taillights, and brake lights
12. All ATV/UTV 's must always have their headlights and taillights on
13. ATV/UTV 's may not be operated on any Village of Summit road between the hours of 10:00 p.m. and 7:00 a.m.
14. All ATV/UTV operations are subject to Wisconsin Department of Natural Resources ATV/UTV Laws and Regulations.
15. No ATV/UTV operator may travel the same route more than twice every half hour in any area deemed residential.
16. Operation of an ATV/UTV within any municipal park is prohibited, with the exception of designated parking areas.
17. All ATV/UTV's must display current Wisconsin registration decals and rear

- registration plates.
18. No ATV/UTV modified exhausts are allowed.
19. No ATV/UTV may use additional lightbars or lighting during operation on Village roads.

(g) ENFORCEMENT. This ordinance may be enforced by any law enforcement officer authorized to enforce the laws of the State of Wisconsin.

(h) PENALTIES. The penalties under s. 23.33 (13)(a), Wis Stats. are adopted by reference.

SECTION 2: MISCELLANEOUS.

The Clerk is directed to send a copy of this ordinance to the Department of Natural Resources, Wisconsin State Patrol and the Waukesha County Sheriff's Department.

SECTION 3: SEVERABILITY

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 4: EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

This Ordinance passed this _____ day of _____, 2024.

VILLAGE OF SUMMIT

By: _____
Jack Riley, Village President

Attest: _____
Debra J. Michael, Village Administrator-Clerk/Treasurer

Published/Posted the _____ day of _____, 2024.



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: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: February 2, 2024

Re: Yard & Wood Waste Processing

BACKGROUND: For the past 11 years the Village has been in a program with Waukesha County for the processing of Yard & Wood Waste. There was grant money available and the County did a cost share from 100% - 5%. That program has come to an end as of December 31, 2023.

Waukesha County did an RFP on behalf of it's recycling partners and has provided us with the resulting contract. This contract is with Johnson's Nursery in Menomonee Falls which is the same facility that was previously used. The contract can go through 2028. Our current GFL contract is through 2026 with a 3 year renewal extension as an option.

The contract does include a 37% price increase in the per load processing fee. If we use the 21 loads delivered in 2023 that cost would be \$3,024 versus our cost in 2023 of \$1,866.

The contract has been sent to GFL and they have been asked to review and acknowledge that they will adhere to the requirements of the contract since they are the responsible party for delivering Summit's yard & wood waste.

ATTACHMENTS: Memo from Waukesha County, historical program information/costs, Contract with Johnson's Nursery

FISCAL IMPACT: Was an annual bill after the fact, will be a monthly bill. 37% increase in pricing per load greater than 20 yds.

POSSIBLE MOTION: To approve the Yard & Wood Waste Processing Contract with Johnson's Nursery LLC for a term of February 1, 2024 to December 28,



DATE: January 25, 2024
TO: Municipal Yard and Wood Waste Site Partners
FROM: Abbie Liedtke, Recycling and Solid Waste Supervisor
RE: 2023 Community Yard and Wood Waste Management Program Invoice

The cooperative yard and wood waste program processed 3,179 tons of material in 2023. Thank you for your continued support and cooperation.

Table 1				
Yard Waste Summary				
Year	2020	2021	2022	2023
Total Tons	4,289	3,372	3,252	3,179
Total Cost	\$60,350	\$51,012	\$53,870	\$49,092
County Share	\$12,928	\$12,734	\$4,848	\$4,961
Municipal Share	\$47,422	\$38,278	\$49,021	\$44,131

Please note that 2023 concludes the 10-year contract term and cost share agreement identified in table 2 below. On December 8, 2023, a memo was sent to municipal partners regarding future processing of yard and wood waste materials by contracting for service directly with Johnson's Nursery. For your convenience, that information has been attached to this memo. Questions about this program can be directed to Abbie Liedtke, Waukesha County Recycling and Solid Waste Supervisor, (262)896-8317, or Rob Dummert, VP – Sales and Business Development Johnson's Nursery LLC, (262)225-2809.

Table 2											
Cost Share Plan for Yard and Wood Waste Processing Services											
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
County Share	100%	100%	83%	67%	51%	37%	24%	19%	14%	9%	5%
Municipal Share	0%	0%	17%	33%	49%	63%	76%	81%	86%	91%	95%

Table 3 serves as the municipal invoice summary for yard waste processing services and shows how fees were calculated. Tonnage in Table 3 is based on the total truckloads reported from Johnson's Nursery, LLC.

Table 3 Yard and Wood Waste Program Invoice					
Municipality	Tons¹	Loads² (Reported)	Total Cost³	County Share (5%)	Municipal Share (95%)
City of Oconomowoc	366	55	\$5,195.24	\$259.76	\$4,935.48
City of Pewaukee	452	68	\$7,461.50	\$373.08	\$7,088.42
Town of Brookfield	259	39	\$4,149.14	\$207.46	\$3,941.68
Village of Waukesha	1,071	161	\$16,677.38	\$833.87	\$15,843.51
Village of Dousman	80	12	\$1,069.28	\$53.46	\$1,015.82
Village of Elm Grove	432	65	\$6,892.00	\$344.60	\$6,547.40
Village of Merton	113	17	\$1,522.56	\$76.13	\$1,446.43
Village of Nashotah	33	5	\$476.52	\$23.83	\$452.69
Village of Pewaukee	67	10	\$1,046.00	\$52.30	\$993.70
Village of Summit	140	21	\$1,964.22	\$98.21	\$1,866.01
Waukesha County Parks	53	8	\$790.32	\$790.32	\$0.00
Waukesha Cty PW/HWY	113	17	\$1,848.02	\$1848.02	\$0.00
Grand Total	3,179	478	\$49,092.18	\$4,961.04	\$44,131.14

1. Tons includes calculated tons based on Loads (Reported) by Johnson's. The tonnage based on loads is calculated by multiplying the three-year (2014-2016) average tons per load of 6.65 tons by the number of trucks reported per municipality.
2. Loads (Reported) includes truckloads delivered to Johnson's Nursery.
3. Total Cost is the Johnson's Nursery reported truckloads at \$81.36-\$104.60/truckload for yard waste with additional costs for log wood. All tonnage and truckloads are reported, tracked and invoiced by municipality.

MUNICIPAL INVOICES:

Please note that only checks are accepted. we can no longer process credit card payments.

Municipal invoices are attached. Please remit payment for the municipal share by March 1st to:

Waukesha County Treasurer
515 W Moreland Blvd, Room 148
Waukesha WI 53188



Waukesha County

Department of Parks and Land Use

Date: December 8, 2023

To: Waukesha County Recycling Partners

From: Abbie Liedtke, Recycling and Solid Waste Supervisor

Re: Yard and Wood Waste Processing

Waukesha County completed a Request for Proposals ("RFP") on behalf of Waukesha County and our recycling partner communities for yard and wood waste processing services. The current contract, which several communities participate in, will expire December 31, 2023. The RFP was released on September 28, 2023, and Waukesha County received one proposal, from Johnson's Nursery, LLC ("JNL"). The JNL proposal was accepted on November 8, 2023.

The results of the RFP have been included in a template contract with a term of January 1, 2024 through December 28, 2028. The template, enclosed with this memo, is available for use by any partner community that is interested in contracting for yard and wood waste processing service by JNL.

Through this service contract, yard and wood waste must be collected and delivered to JNL, separately. Yard Waste includes leaves, grass clippings and yard and garden material. Wood waste includes clean brush and woody vegetative material that is free of soil and rocks. All yard and wood waste material shall be delivered to JNL by the municipality, or the municipality's contracted hauler. This service contract does not allow for delivery of material by municipal residents. A fee schedule can be found below and within the template contract.

Processing Price per Load

Truck or Roll Off w/ Yard Waste < 20 yd.	\$114
Truck or Roll Off w/ Yard Waste >= 20 yd.	\$144
Truck or Roll Off w/ Wood Waste < 20 yd.	\$114
Truck or Roll Off w/ Wood Waste >=20 yd.	\$144

Please note that grant dollars that were made available in 2013-2023 for municipal cost sharing are no longer available in 2024.

To execute a service contract, please coordinate with Rob Dummert. Contact information can be found below.

Thank you for your time and attention.

Land Resources Division

515 W Moreland Blvd., AC 260 • Waukesha, Wisconsin 53188-3878 • Phone: (262) 896-8300 • Fax: (262) 896-8298

Land & Water: www.waukeshacounty.gov/lwcnews • Recycling: www.waukeshacounty.gov/rsw • LIS: www.waukeshacounty.gov/lis

YARD AND WOOD WASTE PROCESSING CONTRACT

This Contract is made and entered into this ____ day of _____, 2024 by and between the City/Village/Town of Summit (the "MUNICIPALITY") and Johnson's Nursery, LLC. (the "CONTRACTOR").

RECITALS

WHEREAS, The State of Wisconsin banned the disposal of yard waste in landfills in 1993, and

WHEREAS, Waukesha County has served as the Responsible Unit for 26 municipalities since 1999, and

WHEREAS, Waukesha County has facilitated the processing of yard waste for partner communities since 2004, and

WHEREAS, Waukesha County led a coordinated yard and wood waste processing Request for Proposals ("RFP") in 2023 where Johnson's Nursery, LLC. was selected as Waukesha County's vendor, and

NOW THEREFORE, in consideration of the mutual promises set forth in this Contract, the CONTRACTOR and the MUNICIPALITY agree as follows:

1. TERM: _____ through _____.
2. SITE: The Yard and Wood Waste drop-off and processing site (the "SITE") is located at W180 N6275 Marcy Road, Menomonee Falls, WI 53051, which is owned by Johnson's Nursery, LLC. The MUNICIPALITY is solely responsible for transportation of its Yard Waste and Wood Waste to the SITE.
3. ACCEPTED MATERIAL: Yard Waste is defined as leaves, grass clippings, yard and garden material. Wood Waste is defined as clean woody vegetative material free of soil and rocks. Yard Waste and Wood Waste, will be accepted at the SITE, but must be delivered in separate trucks and dumped in different locations indicated on site. All delivered material must be free of contaminants.
4. UNACCEPTABLE MATERIAL: Any load containing materials not meeting the definition of Yard Waste or Wood Waste is unacceptable for delivery to the SITE and is subject to rejection by the CONTRACTOR. The presence of glass, metal, plastic, or any "trash" in addition to hazardous waste containers, or the presence of unusual colors, chemicals or odors in a delivery, shall also be cause for rejection of the load. For any rejected load, the MUNICIPALITY shall be responsible for the expense to remove and dispose the material. If the material has been dumped the CONTRACTOR will handle removal and disposal at the MUNICIPALITIES expense. The decision to reject any load as unacceptable lies solely with the discretion of the CONTRACTOR.
5. GENERAL SCOPE OF WORK:
 - a. The MUNICIPALITY shall deliver to the SITE, Yard Waste and Wood Waste that is collected by the MUNICIPALITY or from residents of the MUNICIPALITY, whether such collection is at a drop-off site, through curb-side collection, or some other method, and all Yard Waste and Wood Waste that is generated by the MUNICIPALITY itself through any of its park, road or other governmental operations.
 - b. Wood Waste shall be delivered separately from Yard Waste.

- c. Delivery times and dates shall be coordinated between the MUNICIPALITY or its contracted hauler and the CONTRACTOR. The CONTRACTOR will accept deliveries during (hours and days): 7:00AM -5:00 PM Monday-Saturday
- d. The CONTRACTOR will provide a website for entering dumping tickets electronically. Driver's will need to enter Hauler Name, Municipality, Load Size, Load Type, Approximate Volume in Yards, Driver Name, Truck Number, and certify that they have inspected the load to verify it doesn't contain any contaminated material. Drivers/Haulers who do not use the electronic ticketing system will not be allowed to dump.

6. RECORD KEEPING AND REPORTS:

- a. The Contractor must keep adequate monthly records and submit invoices to the contracted municipality. The Contractor must submit annual reports to the County, which will be used for annual reporting. The annual reports shall be submitted electronically through e-mail to the MUNICIPALITY, and shall include the following minimum information:
 - i. Number of loads of all yard and wood wastes, delivered to the SITE, including truck numbers, date, time, truck type and type of waste for each delivery.
 - ii. Records of any rejected load, including the reasons for the rejection and the source of the material.

7. PROCESSING FEE:

- a. For each load of Yard Waste delivered to the SITE by the MUNICIPALITY, the MUNICIPALITY shall pay the CONTRACTOR \$114 per load less than 20 yards and \$144 per load equal to or larger than 20 yards. Commencing with January 1, 2025, and for each contract year thereafter, this per yard payment shall be adjusted based upon the Consumer Price Index - Urban for the previous July, with no increase to exceed 10% of the previous per yard amount.
- b. For each load of Wood Waste delivered to the SITE by the MUNICIPALITY, the MUNICIPALITY shall pay the CONTRACTOR \$114 per load less than 20 yards and \$144 per load equal to or larger than 20 yards. Commencing with January 1, 2025, and for each contract year thereafter, this per yard payment shall be adjusted based upon the Consumer Price Index - Urban for the previous July, with no increase to exceed 10% of the previous per yard amount.
- c. Payment shall be made by the MUNICIPALITY on a monthly basis, on or about the 20th day of each month for all loads received by the MUNICIPALITY during the previous month.
- d. If a MUNICIPALITY delivers anything to the SITE that is not Yard Waste or Wood Waste, the delivery shall be rejected by the CONTRACTOR and any such items or material shall be removed from the SITE by the CONTRACTOR. Stumps with intact root balls are specifically excluded from the definitions of Yard Waste and Wood Waste and shall not be delivered to the SITE. The presence of glass, metal, plastic, or any "trash" in addition to hazardous waste containers in a delivery, or the presence of unusual colors, chemicals or odors in a delivery, shall be cause for rejection of the delivery. Removal will be completed by the CONTRACTOR and paid by the MUNICIPALITY.

- e. For removal and disposal of any unacceptable materials, MUNICIPALITY shall pay the CONTRACTOR \$250 plus the additional cost of CONTRACTOR'S time required to remove and properly dispose of it.
 - f. For relocation of material dumped in the incorrect location, MUNICIPALITY shall pay the CONTRACTOR \$250 plus \$250 each additional hour to relocate the material.
 - g. For repairing any damage caused by MUNICIPALITY'S hauler (i.e. driving into areas roped off and creating work to regrade), MUNICIPALITY shall pay the CONTRACTOR \$250 per hour to repair any damage caused by haulers to the SITE.
8. MISCELLANEOUS:
- a. The CONTRACTOR shall comply with all applicable laws, regulations, ordinances, codes, and rules and any permits applicable to processing recyclable materials.
 - b. This CONTRACT may not be assigned by the CONTRACTOR without the prior written consent of the MUNICIPALITY.
 - c. Neither the MUNICIPALITY nor the CONTRACTOR shall have any responsibility to perform services for or to assume obligations which are the obligation of the other Party. The CONTRACTOR agrees that it is an independent entity with respect to the services provided pursuant to this CONTRACT. Nothing in this CONTRACT shall be considered to create the relationship of employer and employee between the Parties or their respective employees.
 - d. Unless otherwise specifically provided by the terms of this CONTRACT, no delay or failure to exercise a right or to declare any breach of this CONTRACT shall impair the right or shall be construed to be a waiver of a default, but the right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting the waiver. If any representation, warranty or covenant contained in this CONTRACT is breached by either Party and waived by the other Party, the waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach under this CONTRACT. One or more waivers by any Party of any term of this CONTRACT will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any Party with respect to any act by the other Party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such Party.
 - e. No amendment, modification, change or extension of this CONTRACT shall be effective unless it is in writing and executed by the Parties.
 - f. In the event that any provision of this CONTRACT in any respect shall, for any reason, be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the other terms of this CONTRACT shall remain in full force and effect and be construed in such a manner as to implement and give effect to the intentions of the Parties as reflected in the CONTRACT. To the extent necessary to have such effect, the Parties shall negotiate in good faith for necessary amendments, modifications, or supplements of or to this CONTRACT.
 - g. In connection with the performance of work under this CONTRACT, the CONTRACTOR agrees not to discriminate against any employee, applicant for employment, or actual or potential recipients of services because of sex, race, religion, color, national origin or ancestry, age,

disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with, any of these protected categories. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

- h. Disputes by either party as to the applicability of this CONTRACT's provisions including quality or content of delivered materials, non-recyclable residues, recordkeeping or the accuracy of applicable determinations or calculations, shall require notice to the other party in writing (notice via electronic mail is acceptable if acknowledged and accepted by other party). Parties shall make best efforts to resolve such disputes within ten (10) business days. If not resolved, either party may seek such other redress as may be available, including mediation of such dispute if acceptable to both parties.
 - i. If a party is unable, in whole or in part, to punctually carry out its obligations under this CONTRACT because of a Force Majeure Event, such party's obligations, to the extent affected thereby, will be extended on a day-by-day basis during the continuance of the delay caused by such event. The party claiming the Force Majeure Event shall use reasonable efforts to remedy such Force Majeure Event as promptly as commercially practicable after such event occurs and at the time that it is no longer applicable. The party affected by the Force Majeure Event shall give the other party notice as soon as commercially practicable (but not later than 15 working days) after such event occurs, at 30-day intervals during any continuation of such incident, and at the time that it is no longer applicable. Notice shall state with particularity the nature of the claimed event and provide a reasonable estimate of the length of any delay in the fulfillment of obligations under this CONTRACT. If a Force Majeure Event lasts for more than 60 calendar days, the party not claiming the Force Majeure Event may terminate this CONTRACT immediately upon providing written notice to the other party. "Force Majeure Event" means the occurrence of an act of God; unusual governmental restrictions, regulation or control, (through no fault of a party); war, riot, fire, drought, flood, explosion, natural disaster, national emergency, or other circumstances, whether or not similar in nature, beyond the reasonable control of the party seeking to be excused from performance hereunder; provided, however, economic conditions do not constitute a Force Majeure Event and a Force Majeure Event will not relieve a party of its payment obligations.
 - j. This CONTRACT constitutes the entire CONTRACT between the parties. No modification, amendment, alteration, revision, or waiver of this CONTRACT or any of its provisions shall be permitted by or binding upon the parties unless so agreed in writing.
9. CANCELLATION: This CONTRACT may be terminated by either party with a 90-day written notice by either party.
10. INDEMNIFICATION: The CONTRACTOR shall indemnify, hold harmless and defend MUNICIPALITY, its officers, agents, and employees from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and other costs and expenses incident thereto (including cost of defense,

settlement, and reasonable attorney's fees) which may be alleged against MUNICIPALITY or which the MUNICIPALITY may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders, to the extent that such damage, injury, contamination or violation was caused by acts, errors or omissions of the CONTRACTOR. The indemnification clause shall not apply in the event of sole negligence by MUNICIPALITY officers, agents and employees.

11. **INSURANCE:** The CONTRACTOR agrees that it will, at all times during the Term, keep in force and effect insurance policies, at its own cost and expense, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County and Municipality. Such insurance shall be primary, and all insurers must be rated A-VIII or better by A.M. Best. The insurer must be satisfactory to the MUNICIPALITY. The CONTRACTOR shall maintain the following insurance policies at all times during the Term:

a. Workers' Compensation and Employer's Liability:

Workers' Compensation

Employer's Liability

Liability injury by accident	each accident	Statutory \$100,000
Bodily injury by disease	each employee	\$100,000
	Policy limit	\$500,000

To Include:

- Other States coverage
- United States Longshoremen and Harbor Workers Compensation Act Endorsement (if transport of waste of any type includes delivery to sites where material is stored adjacent to navigable bodies of water or must be loaded on vessels, scows, barges, etc.).

b. General Liability Insurance:

Limits of Liability

Bodily injury/property damage	each occurrence	\$1,000,000
	General aggregate	\$1,000,000
	Products/completed	
	Operations aggregate	\$1,000,000

To Include:

- Occurrence coverage
- Commercial general liability insuring agreement
- Coverage for the following hazards:
 - Premises/operations
 - Products/completed operations
 - Independent contractors
- Contractual liability for risks assumed in this Contract
- General aggregate limit to apply to each site

- The County and Municipality, its boards, councils, commissions, agencies, officers, agents and employees are to be named as an additional insured to this General Liability Insurance policy.

c. Motor Vehicle Liability:

Limit of Liability

Bodily injury/property damage	each accident	\$1,000,000
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To include:

- Coverage for the operation of any owned, non-owned, or hired motor vehicle Contractual liability for risks assumed in the Contract
- Pollution Liability – Broadened Coverage for Coverage Autos Endorsement
- MCS – 90 Endorsement

d. Umbrella:

Limits of Liability

Bodily injury/personal injury/

Advertising injury/property damage	each occurrence	\$10,000,000
	General aggregate	\$10,000,000
	Products/completed	
	Operations aggregate	\$10,000,000

To Include:

- Occurrence form will apply over the primary employer's liability, general liability, and automobile liability limits.
- The County and Municipality, its boards, councils, commissions, agencies, officers, agents and employees are to be named as an additional insured to this Umbrella policy.

e. Pollution Legal Liability and Environmental Impairment Liability (EIL)

Limits of Liability

Bodily injury/property damage	each loss	\$10,000,000
	Aggregate	\$10,000,000

To Include:

- Insuring agreement which will protect against sudden and gradual occurrences at:
 - Landfills
 - Other permitted disposal facilities
 - Deletion of contractual exclusion from the insuring agreement
 - Explanation of terms with regard to the time period and cost for extended discovery period.
 - Defense costs shall be outside the policy limit.

12. **TERMINATION:** The MUNICIPALITY may terminate this CONTRACT at any time if, in the opinion of the MUNICIPALITY, the CONTRACTOR is not performing in a satisfactory manner. The MUNICIPALITY will

give the CONTRACTOR thirty (30) days' advance written notice of the termination. In the event of any such termination, the CONTRACTOR waives any right or remedy against the MUNICIPALITY.

13. JURISDICTION/VENUE: The circuit court of Waukesha County, Wisconsin, shall have exclusive jurisdiction and venue for any legal proceedings concerning this CONTRACT, and CONTRACTOR and MUNICIPALITY submit to the jurisdiction of the Waukesha County Circuit Court for such proceedings. All such proceedings shall be governed by the laws of the State of Wisconsin.
14. SEVERABILITY: If any provision of this CONTRACT is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the CONTRACT shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.
15. NOTICES: Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery and sent by email. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

16. CONTACT INFORMATION

For the MUNICIPALITY:

For the CONTRACTOR:

Johnson's Nursery, LLC.
Attn: Rob Dummert
W180 N6275 Marcy Road
Menomonee Falls, WI 53051
Email: rdummert@jnipplants.com
Phone: 262-225-2809

MUNICIPALITY

By: _____

Printed Name: _____

Date: _____

CONTRACTOR

By: _____

Printed Name: Rob Dummert

Date: _____