



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

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

AGENDA

Village Board - Village of Summit Thursday, August 8, 2024 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. **ANNOUNCE EXECUTIVE SESSION:** pursuant to Section 19.85(1)(e), Wisconsin State Statutes, “deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.” for the following purposes: *Police Union Contract Negotiations*
6. **ANNOUNCE 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 Village Board will not return to open session following either of the above executive sessions

7. 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 July 11, 2024 Meeting
 - B. July 2024 payables
 - C. Appointment of Election Inspectors: Ken Gear, Cindy Gear, Robert Sanders, Kathy Sanders for a term ending December 31, 2025
8. PLANNING DEPARTMENT
 - A. Discussion and action on request of Robert Zahn to accept an exhibit that provides a legal description and map depiction of an official road right-of-way width for a portion of Cedar Lane that was reduced by Village Board at their May 9, 2024 meeting.
 - B. Discussion and action on request of Geoffrey Wold to combine lots as part of a Certified Survey Map, including review based on Article X of Chapter 109 Subdivision of Land Ordinance, on property located at 2110 N. Peninsula Road (SUMT0670017).
 - C. Discussion and action to adopt an ordinance to amend the text of the Village of Summit Zoning and Shoreland Protection Ordinance initiated by the Village Board of the Village of Summit. The request includes an amendment to Section 111-356 to allow day schools as a permitted use in the Institutional District subject to conditions and the removal of any references in Sections 111-321 and 111-356 to day schools as a Conditional

Use Permit.

9. PUBLIC WORKS DEPARTMENT

- A. Monthly Administrative Report
- B. Discussion and action on 2024 Asphalt Surface Rejuvenating Treatment Bid Results and authorization to award contract
- C. Discussion and action on Agreement between the Village of Summit and the Okauchee Area ATV/UTV Club for ATV Route Signage
- D. Discussion and action on State required five-year internal inspection of Village Hall Sprinkler System

10. POLICE DEPARTMENT

- A. Monthly Report
- B. Discussion and action on designation of found monies

11. WESTERN LAKES FIRE DISTRICT

- A. Monthly Report

12. VILLAGE BOARD

- A. Discussion and action on application for State Trust Fund Loan to finance 2024 Capital Improvement Projects in an amount not to exceed \$750,000
- B. Discussion and action on Resolution to Amend Resolution #147 Entitled “Resolution Establishing Elective Form of Governance” Regarding Village Board Appointment Procedures of Upper Nemahbin Lake Management District
- C. Discussion and action on next meeting date and possible agenda items

13. MOTION to go into EXECUTIVE SESSION: pursuant to Section 19.85(1)(e), Wisconsin State Statutes, “deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.” for the following purposes: *Police Union Contract Negotiations*

14. MOTION to go into 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 Village Board will not return to open session following the above executive sessions

15. ROLL CALL VOTE

16. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

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

Next Regular Meeting: September 12, 2024

Posted: August 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.

VILLAGE OF SUMMIT
 Payables Report for
 August 8, 2024 Meeting
 Prepared by Debbie Michael

Summary of July, 2024 Payables

Paid Check Batches:

\$ Amount	Description
38,427.74	Mid month checks

Total \$ 38,427.74	

Batches For Payment:

\$ Amount	Description
381,385.95	July Payables
3,023.23	Credit Card

Total \$ 384,409.18	

Total July Payables for Approval: \$ 422,836.92

Approved by the Summit Village Board on this the 8th day of August, 2024

Engineering	\$	21,721.28
Village		18,536.26
Billed		3,185.02
Planning		-
Planner		
Shoreland		
Billed		
Legal	\$	7,687.20
Village		6,360.40
Billed		1,326.80

WSB CHECKING

ALL Checks

Posted From: 7/15/2024 From Account:
Thru: 7/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
06/25	7/15/2024	US BANK	
		MICROSOFT EMAIL	
		Manual Check	
100-00-51422-321-000		VILLAGE OFFICE DUES & TRAINING CC 6/25	499.00
100-00-51600-220-000		VILLAGE HALL UTILITY CC 6/25	729.82
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT CC 6/25	70.49
100-00-51600-320-000		VILLAGE HALL IT SUBSCRIPTIONS MICROSOFT EMAIL CC 6/25	152.00
100-00-51600-390-000		VILLAGE HALL EXPENSE OFFICE SUPPLIES CC 6/25	99.31
100-00-52100-260-000		POLICE SQUAD REP & MAINT AMAZON BATTERIES CC 6/25	63.92
100-00-52100-270-000		POLICE DISPATCH & RADIO VERIZON CC 06/25	190.05
100-00-52100-313-000		POLICE CLOTHING ALLOW CC 6/25	87.42
100-00-52100-390-000		POLICE EXPENSE CC 6/25	193.86
100-00-52101-390-000		WATER PATROL EXPENSE GLOCK STORE CC 6/25	17.84
100-00-52105-000-000		COMMUNITY OUTREACH PROG AMAZON ST MARYS DONATION CC 6/25	220.74
100-00-53300-321-000		PUBLIC WORKS DUES & TRAINING PWX CONF NASH CC 6/25	70.00
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT CC 06/25	127.57
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE CC 6/25	82.89
100-00-53300-390-000		PUBLIC WORKS EXPENSE CC 6/25	264.41
100-00-54910-390-000		CEMETERY EXPENSE CC 6/25	166.45
100-00-55200-390-000		RECREATION EXPENSE CC 6/25	490.38
		Total	3,526.15

WSB CHECKING

ALL Checks

Posted From: 7/15/2024 From Account:
Thru: 7/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
408277	7/16/2024	DIGGERS HOTLINE INC 2ND PREPAYMENT 240 7 72851 PP1	
100-00-52402-000-000		BUILDING INSPECT SUPPLIES 2ND PREPAYMENT 240 7 72851 PP1	1,179.20
		PREPAYMENT 2	
		Total	1,179.20
408278	7/16/2024	GLOBE LIFE JULY SUPP INSURANCE	
100-00-21530-000-000		INSURANCE PAYABLE JULY SUPP INSURANCE	659.18
		07012024	
		Total	659.18
408279	7/16/2024	SECURIAN FINANCIAL GROUP INC LIFE INS	
100-00-52100-132-000		POLICE INSURANCE LIFE INS	164.27
		AUG 2024	
100-00-53300-132-000		PUBLIC WORKS INSURANCE LIFE INS	78.12
		AUG 2024	
100-00-51420-132-000		ADMIN C/T INSURANCE LIFE INS	30.10
		AUG 2024	
100-00-51422-132-000		VILLAGE OFFICE INSURANCE LIFE INS	11.09
		AUG 2024	
100-00-21530-000-000		INSURANCE PAYABLE SUPPLEMENTAL LIFE INS	110.69
		AUG 2024	
		Total	394.27
408280	7/26/2024	REGISTER OF DEEDS UNLMD EASEMENT RECORDING	
100-00-51600-390-000		VILLAGE HALL EXPENSE UNLMD EASEMENT RECORDING	30.00
		07262024	
		Total	30.00
WDC 7/5	7/23/2024	EMPOWER RETIREMENT - WDC 7/5 WDC CONTRIBUTIONS	
		Manual Check	
100-00-21526-000-000		457 DEF COMP 7/5 WDC	2,719.06
		1207844934	
100-00-21525-000-000		ROTH WDC ROTH 7/5	934.06
		1207844934	
		Total	3,653.12

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Reprint Check Register - Full Report - ALL

WSB CHECKING

ALL Checks

Posted From: 7/15/2024 From Account:
Thru: 7/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
WRS JUN 7/31/2024		EMPLOYEE TRUST FUNDS - RETIREMENT	
JUN WRS - GEN			Manual Check
100-00-53300-131-000		PUBLIC WORKS WRS	3,592.32
JUN WRS - GEN			JUN 2024
100-00-51422-131-000		VILLAGE OFFICE WRS	482.63
JUN WRS - GEN			JUN2024
100-00-52100-131-000		POLICE WRS	574.30
JUN WRS - GEN			JUN 2024
100-00-51420-131-000		ADMIN C/T WRS	1,345.36
JUN WRS - GEN			JUN 2024
100-00-52100-131-000		POLICE WRS	19,352.09
JUN WRS - PROT W/SS			JUN 2024
Total			25,346.70
WDC 7/19 7/23/2024		EMPOWER RETIREMENT - WDC	
7/23 WDC CONTRIBUTION			Manual Check
100-00-21526-000-000		457 DEF COMP	2,712.06
7/23 WDC CONTRIBUTION			1207849480
100-00-21525-000-000		ROTH	927.06
WDC ROTH 7/19			1207849480
Total			3,639.12
Grand Total			38,427.74

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Dated From: 8/09/2024 From Account:
Thru: 8/09/2024 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	8/09/2024	10-33 VEHICLE SERVICES LLC	
		F150 SET UP	
100-00-57400-000-000		CAPITAL PURCHASE	6,678.80
		F150 SET UP 3322	
		Total	6,678.80
	8/09/2024	AVI-SPL LLC	
		AV EQUIP REPAIRS 2023	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	2,547.00
		AV EQUIP REPAIRS 2023 2019962	
		Total	2,547.00
	8/09/2024	AXON ENTERPRISE INC.	
		TASERS - DONATIONS HEBERT, SCSE	
100-00-52100-390-000		POLICE EXPENSE	4,874.40
		TASERS - DONATIONS HEBERT, SCSE INUS265216	
		Total	4,874.40
	8/09/2024	BUELOW VETTER BUIKEMA OLSON & VLIET LLC	
		UNION NEGOTIATIONS	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	1,122.00
		UNION NEGOTIATIONS 105	
		Total	1,122.00
	8/09/2024	CATALIS LLC	
		JULY CONTRACT	
100-00-51530-290-000		ASSESSOR O/S SERVICES	4,050.00
		JULY CONTRACT INV308321321	
		Total	4,050.00
	8/09/2024	CITY OF DELAFIELD POLICE DEPARTMENT	
		SEATBELT GRANT	
100-00-52104-000-000		POLICE GRANT POOL PYMNT	310.78
		SEATBELT GRANT SB JUN 2024	
		Total	310.78
	8/09/2024	CITY OF OCONOMOWOC	
		2024 CITIZENS ACADEMY	
100-00-52105-000-000		COMMUNITY OUTREACH PROG	100.00
		2024 CITIZENS ACADEMY INV02658	

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Voucher Nbr	Check Date	Payee	Amount
Total			100.00

8/09/2024 CITY OF OCONOMOWOC POLICE DEPARTMENT
SEATBELT GRANT

100-00-52104-000-000		POLICE GRANT POOL PYMNT	604.10
		SEATBELT GRANT	
		JUNE 2024	
Total			604.10

8/09/2024 CONLEY MEDIA LLC
LCCA PH NOTICE OE 7/4 & 7/11

100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	66.52
		LCCA PH NOTICE OE 7/4 & 7/11	
		6330860724-2	
Total			66.52

8/09/2024 COREY OIL LTD
WINDSHIELD WASHER

100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	110.70
		WINDSHIELD WASHER	
		556844	
Total			110.70

8/09/2024 DIVERSIFIED BENEFIT SERVICES INC
JULY FSA ADMIN

100-00-51600-210-000		VILLAGE HALL 3RD PARTY ADMIN	95.00
		JULY FSA ADMIN	
		415782	
Total			95.00

8/09/2024 EH WOLF & SONS INC
GAS 95 GAL

100-00-52100-250-000		POLICE FUEL	312.11
		GAS 95 GAL	
		876790	
100-00-52100-250-000		POLICE FUEL	889.02
		GAS 294 GAL	
		867009	
100-00-52100-250-000		POLICE FUEL	1,302.64
		GAS 430.6	
		857695	
Total			2,503.77

8/09/2024 EH WOLF & SONS INC
DIESEL 105.3 GAL

100-00-53300-250-000		PUBLIC WORKS FUEL	314.28
		DIESEL 105.3 GAL	
		885714	

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Voucher Nbr	Check Date	Payee	Amount
100-00-52100-250-000		POLICE FUEL	591.19
		194 GAL GAS	885708
Total			905.47

8/09/2024 ETHAN NEUMANN			
UNDER ARMOUR BOOTS			
100-00-52100-313-000		POLICE CLOTHING ALLOW	101.28
		UNDER ARMOUR BOOTS	US-28871237
Total			101.28

8/09/2024 FIRST RESPONDERS PSYCHOLOGICAL SERVICES LLC			
INTERVIEWS			
100-00-52100-312-000		POLICE TRAINING & SUPPLY	2,100.00
		INTERVIEWS	0624SUMPD
Total			2,100.00

8/09/2024 G-BROCKS AUTO REPAIR			
BRAKE INSPECTION 2021 FORD EXPLORER			
100-00-52100-260-000		POLICE SQUAD REP & MAINT	340.26
		BRAKE INSPECTION 2021 FORD EXPLORER	152366
100-00-52100-260-000		POLICE SQUAD REP & MAINT	407.34
		2021 FORD EXPLORER FRONT BRAKES	152603
100-00-52100-260-000		POLICE SQUAD REP & MAINT	120.00
		2021 FORD EXPLORER TIRE MOUNT & BALANCE	152289
Total			867.60

8/09/2024 GALLS LLC			
HARTERT TROUSER			
100-00-52100-313-000		POLICE CLOTHING ALLOW	201.96
		HARTERT TROUSER	028337692
100-00-52100-313-000		POLICE CLOTHING ALLOW	325.88
		WRAALSTAD PANTS, SHORTS	028034504
Total			527.84

8/09/2024 GENE WILBUR			
FLEET FARM SHOES			
100-00-52100-313-000		POLICE CLOTHING ALLOW	19.99
		FLEET FARM SHOES	6439
Total			19.99

Dated From: 8/09/2024 From Account:
Thru: 8/09/2024 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	8/09/2024	GFL ENVIRONMENTAL	
	JUNE 2024 2290 HH		
100-00-53620-000-000		GARBAGE & RECYCLING	42,771.08
	JUNE 2024 2290 HH	280257	
		Total	42,771.08
	8/09/2024	GLOBE LIFE	
	SUPPLEMENTAL INS		
100-00-21530-000-000		INSURANCE PAYABLE	659.18
	SUPPLEMENTAL INS	AUG 2024 31354	
		Total	659.18
	8/09/2024	HOOPSTER PERFORMANCE GRAPHICS	
	F150 GRAPHICS		
100-00-57400-000-000		CAPITAL PURCHASE	580.00
	F150 GRAPHICS	6687	
		Total	580.00
	8/09/2024	ITU ABSORB TECH INC	
	UNIFORMS		
100-00-53300-390-000		PUBLIC WORKS EXPENSE	14.28
	UNIFORMS	8368959	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	17.72
	MATS/TOWELS, MOPS	8368959	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	14.28
	UNIFORMS	8364899	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	9.52
	UNIFORMS	8376810	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	116.29
	MATS, TOWELS	8376810	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	9.52
	UNIFORMS	8372869	
		Total	181.61
	8/09/2024	KMRA	
	CONTRIBUTION FOR YOUTH SPORT ACTIVITIES		
100-00-55200-322-000		RECREATION KMRA	1,650.00
	CONTRIBUTION FOR YOUTH SPORT ACTIVITIES 2024		
		Total	1,650.00

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Dated From: 8/09/2024 From Account:

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Voucher Nbr	Check Date	Payee	Amount
8/09/2024 KONTNEY COMPUTER GROUP			
SUP 617 615 LAPTOPS			
100-00-57400-000-000		CAPITAL PURCHASE	698.00
		SUP 617 615 LAPTOPS	25293
100-00-57400-000-000		CAPITAL PURCHASE	6,192.00
		COMPUTER UPGRADES	25265
Total			6,890.00
8/09/2024 MUNICIPAL INSPECTORS LLC			
JUNE PERMITS			
100-00-52400-290-000		BUILDING INSPECT O/S SERVICES	29,991.74
		JUNE PERMITS	JUNE 2024
Total			29,991.74
8/09/2024 MUNICIPAL LAW & LITIGATION GROUP SC			
LEGAL FOR BOR			
100-00-51531-390-000		BOARD OF REVIEW EXPENSE	531.40
		LEGAL FOR BOR	12518
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	4,707.00
		GEN LEGAL	12518
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	286.00
		ROGERS MEMORIAL	12518
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	165.00
		WHITE STAG	12518
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	260.00
		LCCA	12518
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00
		ESCHWEILER	12518
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00
		MCNULTY	12518
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		RIX	12518
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	327.80
		ANNABELLE ACRES	12518
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	84.00
		STOFFER	12518
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	84.00
		LOFTEN	12518

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Dated From: 8/09/2024 From Account:
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Voucher Nbr	Check Date	Payee	Amount
Total			6,565.20
8/09/2024 NOTARY BOND RENEWAL SERVICE			
BOND RENEWAL NOTARY			
100-00-51600-390-000		VILLAGE HALL EXPENSE	30.00
		BOND RENEWAL NOTARY	
		NOTARY SLAVALLIERE	
Total			30.00
8/09/2024 OCD CLEANERS LLC			
BATHROOM CLEANING MAY 2024			
100-00-51600-280-000		VILLAGE HALL CLEANING	600.00
		BATHROOM CLEANING MAY 2024	
		3346	
100-00-51600-280-000		VILLAGE HALL CLEANING	600.00
		BATHROOM CLEANING APRIL 2024	
		3243	
Total			1,200.00
8/09/2024 PROHEALTH CARE			
BLOOD DRAWS (3)			
100-00-52100-390-000		POLICE EXPENSE	114.72
		BLOOD DRAWS (3)	
		10005290936	
Total			114.72
8/09/2024 SECURIAN LIFE INSURANCE COMPANY			
ACCIDENT INS			
100-00-21530-000-000		INSURANCE PAYABLE	14.36
		ACCIDENT INS	
		76038 AUG 2024	
Total			14.36
8/09/2024 SERWE IMPLEMENT			
TIGER MOWER			
100-00-57400-000-000		CAPITAL PURCHASE	48,970.00
		TIGER MOWER	
		11032	
Total			48,970.00
8/09/2024 SHORT ELLIOTT HENDRICKSON INC			
ON CALL ENG JUNE			
100-00-53101-000-000		ENGINEERING O/S SERVICES	510.00
		ON CALL ENG JUNE	
		469980	
100-00-53101-000-000		ENGINEERING O/S SERVICES	614.00
		ON CALL ENG	
		469981	

Dated From: 8/09/2024 From Account:
 Thru: 8/09/2024 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53300-345-000		PUBLIC WORKS MS4	385.11
		MS 4 ENG	469981
100-00-57400-000-000		CAPITAL PURCHASE	1,199.00
		VENICE BEACH RD DRAINAGE	469577
100-00-57400-000-000		CAPITAL PURCHASE	15,828.15
		ANNUAL STREET PAVING PROGRAM	469578
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	600.00
		HOGG ALLEY	470881
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	230.00
		LAKE COUNTRY VILLAGE	470881
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	215.38
		WHITE STONE CHURCH	470881
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	85.26
		DAVIDSON	470881
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	410.00
		ROGERS MEMORIAL	470881
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	385.38
		MILLER EC	470881
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	85.00
		MCNULTY CSM	470881
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	640.00
		N GOLDE CEDAR ROW	470881
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	117.00
		BALLINGER GRADING PLAN REVIEW	470881
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	417.00
		WOLD CSM	470881
Total			21,721.28

8/09/2024 STREICHER'S
 PETERS PARKA, PATCHES, CARRIER

100-00-52100-313-000		POLICE CLOTHING ALLOW	574.99
		PETERS PARKA, PATCHES, CARRIER	I1711216
Total			574.99

8/09/2024 SWEEP-ALL LLC
 STREET SWEEPING

100-00-53300-345-000		PUBLIC WORKS MS4	1,350.00
		STREET SWEEPING	30824

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Dated From: 8/09/2024 From Account:
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Voucher Nbr	Check Date	Payee	Amount
Total			1,350.00

8/09/2024 VILLAGE OF HARTLAND POLICE DEPARTMENT
SEATBELT GRANT

100-00-52104-000-000		POLICE GRANT POOL PYMNT	581.76
		SEATBELT GRANT	
		JUNE 2024 SB	
Total			581.76

8/09/2024 VILLAGE OF OCONOMOWOC LAKE POLICE DEPT
SEATBELT GRANT

100-00-52104-000-000		POLICE GRANT POOL PYMNT	684.40
		SEATBELT GRANT	
		JUNE 2024 SB	
Total			684.40

8/09/2024 WAUKESHA COUNTY EMERGENCY MANAGEMENT
ID CARDS

100-00-52100-390-000		POLICE EXPENSE	3.75
		ID CARDS	
		652	
Total			3.75

8/09/2024 WAUKESHA COUNTY TREASURER
JUN PRISONER HOUSING (1)

100-00-52100-390-000		POLICE EXPENSE	21.51
		JUN PRISONER HOUSING (1)	
		2024-20040072	
Total			21.51

8/09/2024 WI DEPT OF JUSTICE - TIME
TIME ACCESS/SUPPORT QUARTERLY

100-00-52100-270-000		POLICE DISPATCH & RADIO	358.50
		TIME ACCESS/SUPPORT QUARTERLY	
		455TIME-0000016758	
Total			358.50

8/09/2024 WISCONSIN DEPARTMENT OF FINANCIAL INSTITUTION
RENEWAL OF NOTARY

100-00-51600-390-000		VILLAGE HALL EXPENSE	20.00
		RENEWAL OF NOTARY	
		NOTARY S LAVALLIERE	
Total			20.00

8/09/2024 WISCONSIN PROFESSIONAL POLICE ASSOCIATION INC
LEER 8 AUG 2024

Dated From: 8/09/2024 From Account:
Thru: 8/09/2024 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-21550-000-000	LEER 8 AUG 2024	UNION DUES 22007	354.00
100-00-21550-000-000	PAC 8 AUG 2024	UNION DUES 21363	2.00
100-00-21550-000-000	ELPP 8 AUG 2024	UNION DUES 119173E	48.00
Total			404.00

8/09/2024 WOLF PAVING CO INC
ROAD PAVING PROGRAM

100-00-57400-000-000	ROAD PAVING PROGRAM	CAPITAL PURCHASE 47386	187,902.89
100-00-53300-370-000	1.02 TN HOT MIX ASPHALT	PUBLIC WORKS ROAD MAINTENANCE 47823	68.60
Total			187,971.49

8/09/2024 YES EQUIPMENT & SERVICES INC
ABI FRONT GRILLE

100-00-53300-350-000	ABI FRONT GRILLE	PUBLIC WORKS EQUIP MAINT INV00463202	491.13
Total			491.13

Grand Total 381,385.95

8/02/2024 12:44 PM

In Progress Checks - Full Report - Regular
ALL Checks by Payee
WSB CHECKING

Page: 10
ACCT

Dated From: 8/09/2024 From Account:
Thru: 8/09/2024 Thru Account:

	Amount
<hr/>	
Total Expenditure from Fund # 100 - GENERAL FUND	381,385.95
Total Expenditure from all Funds	381,385.95



Village Hall, 262-567-2757
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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 2, 2024

Re: CONSENT AGENDA - appointment of election inspectors for 2024-2025

BACKGROUND: The Board needs to appoint election inspectors every two years. We were contacted by two residents requesting to be inspectors: Robert Sanders and Kathy Sanders. We also were contacted by the Waukesha County Democratic Party asking us to appoint the following residents: Ken Gear and Cindy Gear.

ATTACHMENTS: None

FISCAL IMPACT: \$10.00 per hour for training, election day and additional help during absentee voting

MOTION AS PART OF THE CONSENT AGENDA: to appoint Robert Sanders, Kathy Sanders, Ken Gear and Cindy Gear for the term ending December 31, 2025



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MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Meeting Date: August 8, 2024

Re: **Official Road Right-of-Way Width Reduction Exhibit**
N. Golden Cedar Lane & Cedar Lane adjacent to SUMT0695039

BACKGROUND:

At the May meeting, after a favorable recommendation from Plan Commission, Village Board approved a request to reduce the official (ultimate) road right-of-way width of N. Golden Cedar Lane as recommended by Plan Commission provided the Certified Survey Map and exhibit that describe the reduced official road right-of-way width be accepted by Village Board prior to the official road right-of-way width reduction being effective. The Certified Survey Map and exhibit were necessary because the width was reduced to 33 ft. or 5 ft. from the physical road, whichever extends further. The staff report also included a note that the village attorney was consulted to determine if a resolution should be passed for the official road right-of-way width reduction. The village attorney has advised that a resolution is not necessary at this time since it has not been past practice to adopt a resolution for official road right-of-way width reductions.

The Certified Survey Map, including the road width reduction on the north side of the road, was approved at the July Village Board meeting. The exhibit is being presented for approval. The village surveyor has found the legal description and map depiction of the exhibit that shows the official road right-of-way width reduction, including the south side of the road, acceptable.

Note: After further review with the Public Works Director, the section of road that has been referred to as N. Golden Cedar Lane in previous reports and in previous motions should be identified as Cedar Lane. For clarification, the official road right-of-way width was reduced for Cedar Lane west of the intersection with N. Golden Cedar Lane. The portion of Cedar Lane east of the intersection with N. Golden Cedar Lane will continue to have a 66 ft. official road right-of-way width.

ATTACHMENTS:

Exhibit: Legal Description and Map Depiction of approved official road right-of-way reduction
Surveyor approval
May Village Board Staff Report

Zahn Official Road Right-of-Way Reduction Exhibit

FISCAL IMPACT: None

RECOMMENDED MOTION:

Accept the exhibit that describes the area of reduced official road right-of-way width of a portion of Cedar Lane.

LEGAL DESCRIPTION

PART OF LOT A OF THE AMENDED PLAT OF GOLDEN LAKE SHORES A SUBDIVISION, AND PART OF CEDAR LANE, BEING A PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 17 EAST, THENCE S 00°45'11" W, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 30, 2635.79 FEET TO THE CENTER OF SECTION 30; THENCE S 88°12'33" W, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 30, 1352.46 FEET; THENCE S 01°54'45" E, 231.01 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH RIGHT-OF-WAY OF CEDAR LANE FOR THE FOLLOWING 9 COURSES: 1.: THENCE N 87°37'20" E, 29.95 FEET; 2.: THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 67.06 FEET, A RADIUS OF 99.21 FEET, A DELTA ANGLE OF 38°43'35", AND A CHORD BEARING N 45°16'49" E, 65.79 FEET; 3.: THENCE ALONG A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 36.88 FEET, A RADIUS OF 55.50 FEET, A DELTA ANGLE OF 38°04'20", AND A CHORD BEARING N 83°40'47" E, 36.20 FEET; 4.: THENCE ALONG A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 86.33 FEET, A RADIUS OF 307.14 FEET, A DELTA ANGLE OF 16°06'17", AND A CHORD BEARING S 69°13'54" E, 86.05 FEET; 5.: THENCE S 61°10'46" E, 25.05 FEET; 6.: THENCE S 61°10'46" E, 148.39 FEET; 7.: THENCE S 01°41'47" W, 46.59 FEET; 8.: THENCE S 08°07'27" E, 43.82 FEET; 9.: THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING AN ARC LENGTH OF 20.77 FEET, A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 79°19'14", AND A CHORD BEARING S 47°47'04" E, 19.15 FEET; THENCE N 87°26'41" W, 55.04 FEET TO THE SOUTH RIGHT-OF-WAY OF CEDAR LANE; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF CEDAR LANE FOR THE FOLLOWING X COURSES: 1.: THENCE N 01°41'47" E, 55.20 FEET; 2.: THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 63.65 FEET, A RADIUS OF 88.05 FEET, A DELTA ANGLE OF 41°25'12", AND A CHORD BEARING N 39°30'34" W, 62.27 FEET; 3.: THENCE N 59°20'28" W, 4.90 FEET; 4.: THENCE N 61°10'46" W, 68.09 FEET; 5.: THENCE S 87°37'20" W, 157.58 FEET; 6.: THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 7.28 FEET, A RADIUS OF 74.27 FEET, A DELTA ANGLE OF 05°37'11", AND A CHORD BEARING S 12°58'47" W, 7.28 FEET; 7.: THENCE S 10°10'11" W, 54.68 FEET; 8.: THENCE S 88°05'15" W, 35.41 FEET TO THE WEST RIGHT-OF-WAY OF CEDAR LANE; THENCE N 01°54'45" W, ALONG THE WEST RIGHT-OF-WAY OF CEDAR LANE, 93.11 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 23,232 SQUARE FEET OR 0.533 ACRES.

Prepared By:



111 WEST 2ND STREET
OCONOMOWOC, WISCONSIN
262-367-7599

Amy Barrows

From: Keith Kindred <kkindred@sehinc.com>
Sent: Monday, July 15, 2024 1:14 PM
To: Amy Barrows
Cc: Brian Pehl; Michael Court
Subject: Zahn Exhibit
Attachments: 24087_ROW_EX_240529.pdf

This was reviewed and is acceptable

Keith A. Kindred, PLS (WI, IL)
Principal, Regional Practice Center Leader
Short Elliott Hendrickson Inc.
262.370.0165 cell

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

MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Date: May 9, 2024

Re: **Official Road Right-of-Way Width Reduction**
N. Golden Cedar Lane and Cedar Lane adjacent to SUMT0695039

BACKGROUND:

The applicant is in the process of purchasing the property for the construction of a home. In order to meet the road setback requirements, the applicant would like to reduce the official road right of way of the roads adjacent to the property, most importantly N. Golden Cedar Lane. There is a stretch of N. Golden Cedar Lane right-of-way directly west of the property that has already been reduced from 66 ft. to 33 ft. N. Golden Cedar Lane serves approximately 13 home sites. The physical road adjacent to the subject property is not entirely located within the platted road right-of-way. The physical road extends on to the subject property. The Village Engineer and Public Works Director are recommending that the road right-of-way width be reduced to a distance five feet from the edge of pavement on the north side of the existing road and that a Certified Survey Map be prepared to dedicate the appropriate width. If the applicant were to record a CSM to modify the width of the road right-of-way as requested, the physical road would be entirely within the dedicated road. It should be noted that the official road right-of-way reduction does not result in a reduced platted road right-of-way. By means of recording the CSM, additional road right-of-way will be platted.

Since Cedar Lane acts as a collector street to provide vehicular access from N. Golden Lake Road to Golden Cedar Lane to the west and south of the subject property, the Village Engineer and Public Works Director are recommending the width of Cedar Lane remain at 66 ft. The applicant understands. The 66 ft. road right-of-way does not impact home construction.

The Village Attorney has requested that a legal description be prepared as part of the official road right-of-way width reduction that also considers the south side of the road. Village Staff is requesting the official road right-of-way extend at least 5 ft. from the south side of the road in areas that are not already part of the platted road right-of-way. The applicant is in the process of preparing the CSM and exhibit for the official road right-of-way width reduction.

Zahn Official Road Right-of-Way Reduction

PLAN COMMISSION RECOMMENDATION:

Plan Commission unanimously recommended Village Board approve the official road right-of-way reduction of N. Golden Cedar Lane from 66 ft. to an area legally described by exhibit, which must be prepared by the applicant, that is inclusive of the platted road right-of-way and at least five feet from pavement on both sides of the road. Cedar Lane shall continue to have an established (official) road right-of-way of 66 ft. A Certified Survey Map dedicating the appropriate road right-of-way on the subject property shall be prepared by the property owner, reviewed and approved by the Village of Summit, and recorded with Waukesha County Register of Deeds prior to the road right-of-way reduction being acknowledged.

ATTACHMENTS:

Map showing the existing Official Road Right-of-Way and area of proposed reduction.
Plans provided by applicant

FISCAL IMPACT:

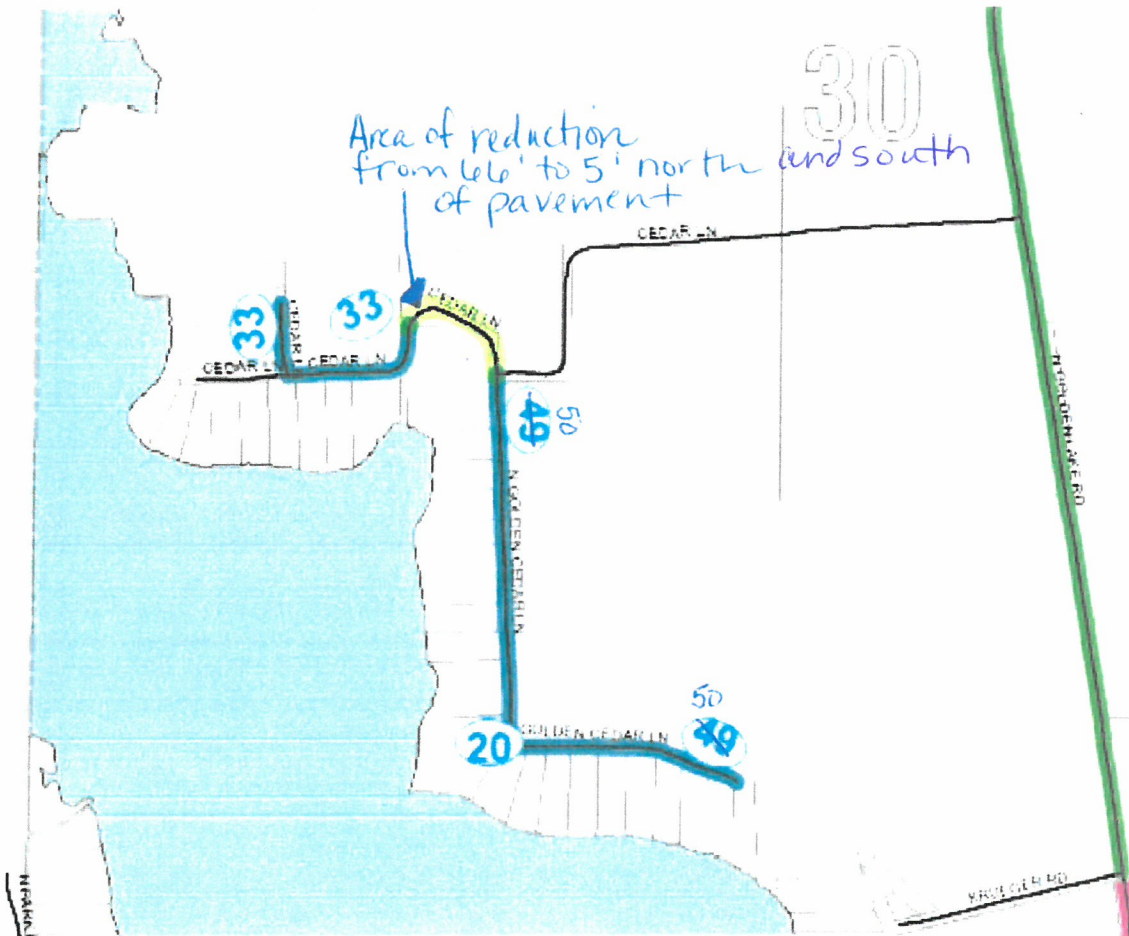
None

RECOMMENDED MOTION:

Approve the proposed official road right-of-way width reduction of N. Golden Cedar Lane as recommended by Plan Commission provided the Certified Survey Map and exhibit that describes the reduced official road right-of-way width be accepted by Village Board prior to the official road right-of-way width reduction being effective.

Note: The village attorney has been consulted to determine if a resolution should be passed. A resolution can be prepared for review and approval at a future meeting if necessary.

Existing Village of Summit Right-of-Way Map





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MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Date: July 11, 2024

Re: **Certified Survey Map Request**
Geoffrey Wold
2110 N. Peninsula Road (SUMT0670017)

BACKGROUND:

The applicant is proposing to combine multiple lots of record as a single lot. The proposed lot is currently used as a single lot. The combined acreage currently consists of 12,027 sq. ft. As part of the CSM, 7 ft. of depth will be dedicated to N. Peninsula Road for public road purposes. Therefore, the proposed lot will be reduced in overall size, resulting in an 11,500 sq. ft. lot. A residence extends over an interior lot line. In order for the applicant to propose additional improvements to the existing structure, the lots are required to be combined by CSM. The property is in Utility District #2 and is served by public sewer and a private well.

It should be noted that the combination of two nonconforming lots requires that the criteria of Article X, Section 109-32 Existing Substandard Lots be met. The criteria include compatibility with existing lots and building development in the immediate area, safe sewage disposal, the economic and engineering practicality of any possible redivision, and the degree of practical hardship which may be imposed upon the owner. *The property has historically existed as a single lot of record and will continue to exist in the same manner. Future land division will be prohibited. The property is connected to public sewer. It would be unreasonable to prohibit the lot combination.*

At their meeting on July 18, 2024, the Plan Commission unanimously passed a motion to recommend that Village Board approve the Certified Survey Map subject to the conditions stated in the recommended motion of this report, including compliance with all staff comments.

A more detailed assessment of the site conditions and staff comments is included in the July 18, 2024 Plan Commission report.

Certified Survey Map – Wold

The applicant has since revised the CSM. All planner comments have been addressed except that the source of the floodplain elevation shall be updated to reflected updated FEMA maps. All surveyor comments have been addressed.

ATTACHMENTS: 7/18/2024 Plan Commission report
 7/25/2024 Surveyor approval letter
 Draft Certified Survey Map – 7/18/2024

FISCAL IMPACT: None

RECOMMENDED MOTION:

Approve the Certified Survey Map with consideration given to Article X Existing Substandard Lots, Chapter 109 Subdivision of Land, subject to the following conditions:

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

CERTIFIED SURVEY MAP REVIEW
7/18/2024 Plan Commission Meeting
Wold Property – 2110 N. Peninsula Road (SUMT0670017)

Staff Report

Village of Summit, Wisconsin

Property Location: 2110 N. Peninsula Road (SUMT0670017)

Property Owner: Geoffrey Wold

Zoning: R-4 Cottage Residential (26,000 sq. ft. per unit/min. lot size 20,000 sq. ft.)

Land Use Plan: SF Residential 0.6-acre density

Recommended Motion: *Motion to recommend that Village Board approve the Certified Survey Map with consideration given to Article X Existing Substandard Lots, Chapter 109 Subdivision of Land, subject to the following conditions:*

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

Summary:

Lot Size: 11,500 sq. ft. (0.264 acres)

Zoning: R-4 Cottage Residential (26,000 sq. ft./unit density & 20,000 sq. ft. min. lot size) w/ Floodplain Overlay

Land Use Plan: SF Residential 0.6-acre density

Wold CSM

The applicant is proposing to combine multiple lots of record as a single lot. The proposed lot is currently used as a single lot. The combined acreage currently consists of 12,027 sq. ft. As part of the CSM, 7 ft. of depth will be dedicated to N. Peninsula Road for public road purposes. Therefore, the proposed lot will be reduced in overall size, resulting in an 11,500 sq. ft. lot. A residence extends over an interior lot line. In order for the applicant to propose additional improvements to the existing structure, the lots are required to be combined by CSM. The property is in Utility District #2 and is served by public sewer and a private well.

It should be noted that the combination of two nonconforming lots requires that the criteria of Article X, Section 109-32 Existing Substandard Lots be met. The criteria include compatibility with existing lots and building development in the immediate area, safe sewage disposal, the economic and engineering practicality of any possible redivision, and the degree of practical hardship which may be imposed upon the owner. *The property has historically existed as a single lot of record and will continue to exist in the same manner. Future land division will be prohibited. The property is connected to public sewer. It would be unreasonable to prohibit the lot combination.*

Considerations:

Access and Frontage: The lot will continue to have frontage on N. Peninsula Road. Additional right-of-way will be dedicated in accordance with the Village's Ultimate Right-of-Way Map.

Total Area: The combined lot will be 11,500 sq. ft. in size and the width will be 75 ft. R-4 Residential District requires a minimum lot size of 20,000 sq. ft. and a minimum width of 120 ft. The lot size and width do not conform to the zoning district standards. However, the CSM is a formality to legally combine multiple nonconforming lots that have historically been occupied as a single-family residential lot.

Sanitary Sewer System available: The property is in Utility District #2. No changes are proposed.

Water System Available: The lot is served by a private well.

Natural Resources: There is regulated floodplain located near the shore.

Planner Comments:

- The floodplain boundary, elevation, and source of elevation shall be noted on the CSM.
- A note shall be added to the CSM that states, "The entire area of this CSM is located within the Village of Summit's Shoreland Jurisdictional Boundary."
- A note shall be added to the CSM that states, "The property shall not be further divided."

Surveyor and Engineering Comments: See attached letter dated June 19, 2024.



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July 25, 2024

RE: Village of Summit
Wold CSM Review
SEH No. 176551 Task 28

Ms. Amy Barrows
Village Planner
Village of Summit
37100 Delafield Road
Summit, WI 53066

Dear Ms. Barrows:

We have reviewed the revised Certified Survey Map for the Wold Property and prepared by Dan Bednar of Land Surveys Inc. The CSM reviewed has a July 18, 2024 revision date.

All the prior comments have been addressed and we recommend approval of the Certified Survey Map dated July 18, 2024.

Please do not hesitate to contact me with any questions or comments at 414.949.8919 or kkindred@sehinc.com.

Sincerely,

A handwritten signature in black ink that reads "Keith Kindred".

Keith Kindred, PLS
Principal, Regional Practice Center Leader
(Lic. WI, IL)

btp

x:\pts\summ\176551\task 28 - wold csm review\corr\review letters\wold csm review letter_village of summit_2024-07-25.docx

Engineers | Architects | Planners | Scientists

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

262.646.6855 | 888.908.8166 fax | **sehinc.com**

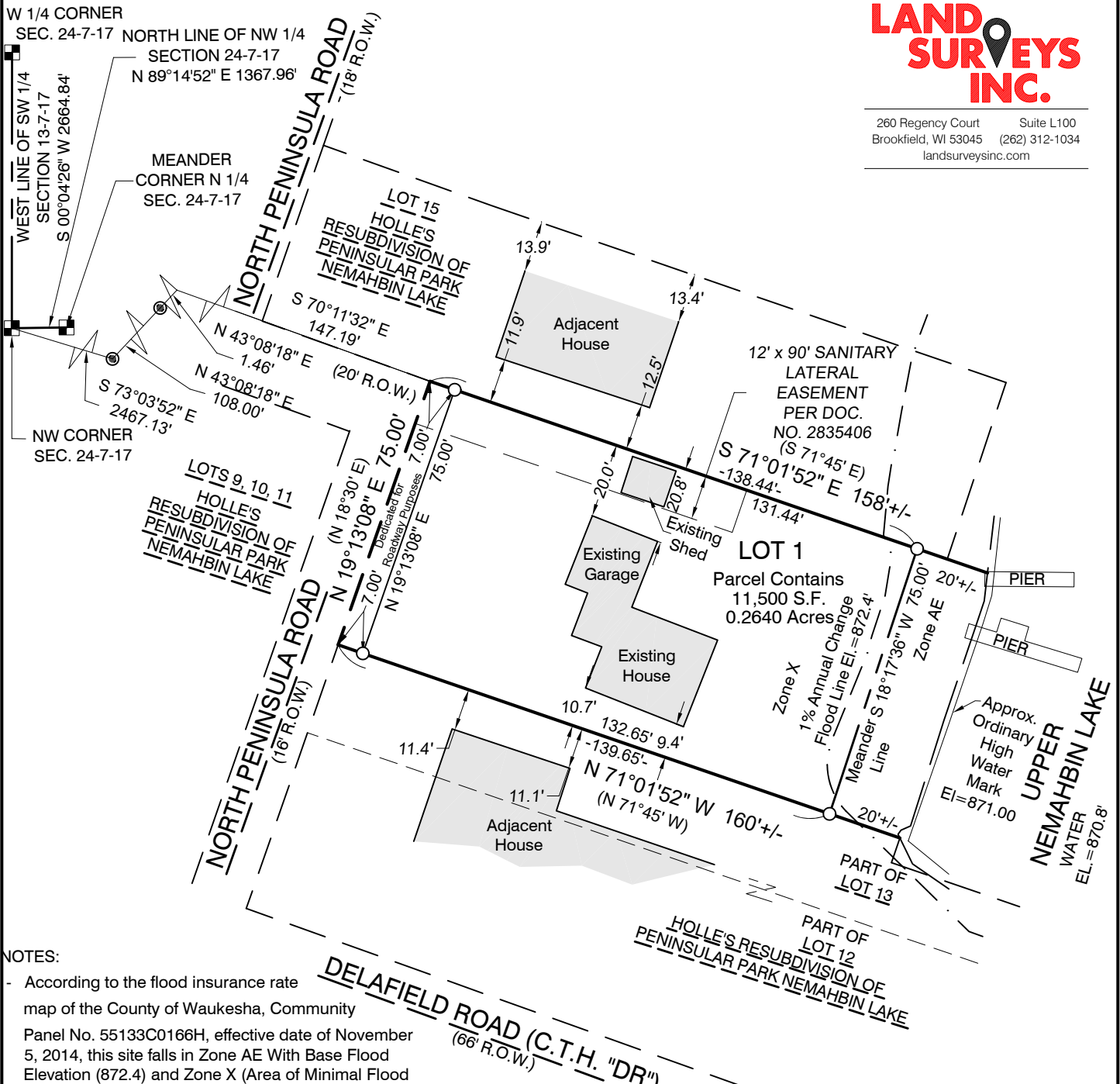
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Certified Survey Map _____

All of Lot 14 and the North 25 feet of Lot 13 of Holle's Resubdivision of Peninsular Park, Nemahbin Lake, in that part of the the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin

LAND SURVEYS INC.

260 Regency Court Suite L100
Brookfield, WI 53045 (262) 312-1034
landsurveysinc.com



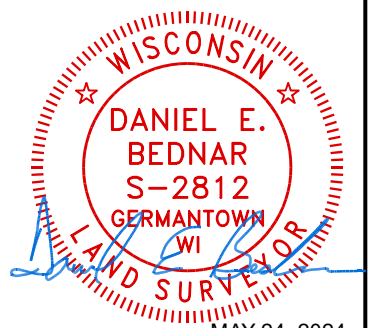
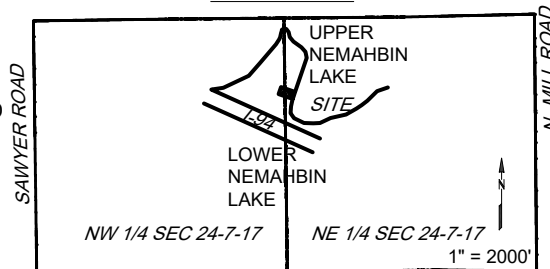
NOTES:

- According to the flood insurance rate map of the County of Waukesha, Community Panel No. 55133C0166H, effective date of November 5, 2014, this site falls in Zone AE With Base Flood Elevation (872.4) and Zone X (Area of Minimal Flood Hazard).
- The entire area of this CSM is located within the Village of Summit's Shoreland Jurisdictional Boundary.
- The property shall not be further divided.

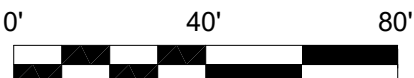
PREPARED FOR:

Geoffrey A. Wold and Katherine G. Wold
2110 North Peninsula Road
Oconomowoc, Wisconsin 53066

VICINITY MAP



- LEGEND**
- 3/4"X18" IRON ROD SET 1.50Lbs./LINEAL FOOT
 - MONUMENT FOUND AS NOTED (Measured Outside Diam.)
 - BRASS DISC IN CONC.
 - () INDICATES RECORDED AS DISTANCES ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT



BEARINGS ARE REFERENCED TO NAD 83/2011 IN WHICH THE WEST LINE OF THE SW 1/4 SECTION, T 7 N, R 17 E, BEARS S 00°04'26" W.

Certified Survey Map _____

All of Lot 14 and the North 25 feet of Lot 13 of Holle's Resubdivision of Peninsular Park, Nemahbin Lake, in that part of the the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE:

I, Daniel E. Bednar, Professional Land Surveyor, do hereby certify:

That I have surveyed, Divided and mapped a redivision of Lot 14 and part of Lot 13 Holle's Resubdivision of Peninsular Park Nemahbin Lake, being a part of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin more fully described as follows:
Commencing at the Northwest corner of the Southwest 1/4 of Section 13; thence South 00°04'26" West along the West line of said quarter section 2664.84 feet to the Northwest corner of the Northwest 1/4 of Section 24; thence South 73°03'52" East 2467.13 feet to a pipe at the Southwest corner of Certified Survey Map No. 10,021 and the Southeast corner of Lot 7 of said Holle's Resubdivision; thence North 43°08'18" East along the former West line of North Drive 108.00 feet to a pipe at the Southwest corner of Lot 4 of said Holle's Resubdivision; thence continuing North 43°08'18" East 1.46 feet to the North line of said North Drive; thence South 70°11'32" East 147.19 feet to a point on the North line of said Lot 14 and the Point of Beginning of the lands described hereinafter; thence South 71°01'52" East along said North line 138.44 feet to a point on a meander line, said point being North 71°01'52" West 20 feet +/- from the approximate ordinary high water mark; thence South 18°17'36" West along said meander line 75.00 feet to a point on the South line of the North 25 feet of said Lot 13 and that lies North 71°01'52" West 20 feet +/- from the approximate ordinary high water mark; thence North 71°01'52" West along said South line 139.65 feet to a point on the East line of North Peninsula Road: thence North 19°13'08" East along said East line 75.00 feet to the Point of Beginning. Said lands contain 12,027 square feet or 0.2761 acres.

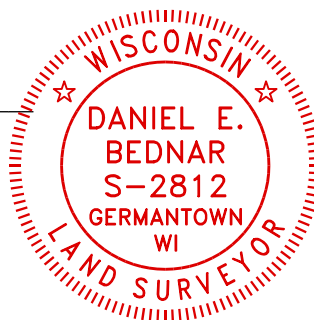
Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

That I have made such survey, land division and map by the direction of Geoffrey A. and Katherine G. Wold, owner's of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof.

That I have fully complied with the provisions of s. 236.34, Wisconsin Statutes and Chapter 109, Subdivision of Land ordinance of the Village of Summit, Waukesha County in surveying, dividing and mapping same.

Dated this 24th day of May, 2024.

Daniel E. Bednar PLS
Professional Land Surveyor S-2812



LAND SURVEYS INC.

260 Regency Court Suite L100
Brookfield, WI 53045 (262) 312-1034
landsurveysinc.com

MAY 24, 2024
Revised July 18, 2024
Job# 24112 - DB Sheet 2 of 4

Certified Survey Map _____

All of Lot 14 and the North 25 feet of Lot 13 of Holle's Resubdivision of Peninsular Park, Nemahbin Lake, in that part of the the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin

VILLAGE OF SUMMIT PLAN COMMISSION APPROVAL:

This land division is hereby approved by the Village of Summit Plan Commission, this _____ day of _____, 20_____.

Jim Siepmann, Chairperson

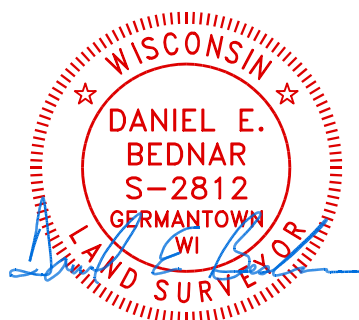
Debra Michael, Administrator-Clerk/Treasurer

VILLAGE OF SUMMIT BOARD APPROVAL:

This land division is hereby approved by the Village of Summit Board, this _____ day of _____, 20_____.

Jack Riley, Village President

Debra Michael, Administrator-Clerk/Treasurer



LAND SURVEYS INC.

260 Regency Court Suite L100
Brookfield, WI 53045 (262) 312-1034
landsurveysinc.com



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

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

MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Date: August 8, 2024

Re: **Zoning and Shoreland Protection Ordinance Text Amendment – Day Schools**

BACKGROUND:

See 7/18/2024 Plan Commission Staff Report. At the July meeting, Plan Commission unanimously recommended Village Board create Section 111-356(b)(7), allowing day schools as a permitted use in the IN Institutional District subject to conditions being met, and removing any references in Sections 111-321 and 111-356 to day schools as a Conditional Use Permit, in accordance with the enclosed draft ordinance subject to Village Attorney review.

ATTACHMENTS:

- 7/18/2024 Plan Commission Staff Report
- Draft Ordinance
- Existing Day School Ordinance Language
- Lake Country Classical Academy Proposed Ordinance Language
- Village Initiated Proposed Ordinance Language (redlined)
- Village Initiated Proposed Ordinance Language (clean)
- Zoning Map with Institutional Uses Identified
- List of properties zoned Institutional with applicable properties highlighted in yellow

FISCAL IMPACT: Many of the uses permitted in the IN Institutional District may be considered tax exempt.

RECOMMENDED MOTION:

Adopt the enclosed ordinance to create Section 111-356(b)(7) allowing day schools as a permitted use in the IN Institutional District, and to repeal and recreate Section 111-321(2) and Section 111-356(d)(1) removing references to day schools as a Conditional Use Permit, subject to Village Attorney review.

Zoning Ordinance Text Amendment Proposal

7/18/2024 Plan Commission Meeting

Day Schools in the IN Institutional District

Staff Report

Village of Summit, Wisconsin

Possible Motion:

Motion to recommend that Village Board create Section 111-356(b)(7), allowing day schools as a permitted use in the IN Institutional District subject to conditions being met, and removing any references in Sections 111-321 and 111-356 to day schools as a Conditional Use Permit, in accordance with the enclosed draft ordinance subject to Village Attorney review.

Summary:

The intent of Section 111-356 Institutional District states that the district includes areas of governmental, educational, religious, or medical property uses. Other quasi-public uses and major public utility facilities are included in this category. The district does not distinguish between private or public agency projects or facilities.

Although educational uses were listed in the intent section of the Institutional District, there were no provisions that allowed them until 2021. In 2021, a request was made to allow day schools as a Conditional Use in the Institutional District. The proposed amendments were adopted. The conditions of the ordinance limit the use to a single property in the Village, which is located in the southwest corner of USH-18 and CTH P, Abundant Life Church. As part of the 2045 Comprehensive Plan update completed in 2023, it was identified that zoning code amendments should be considered to ensure that the uses identified in the Institutional classification area are allowed as permitted and/or conditional uses. The subcommittee specifically discussed considering day schools as a permitted use.

Meeting History:

- At their May meeting, the Plan Commission recommended that Village Board initiate a text amendment to allow day schools as a permitted use with amended conditions in the Institutional District.
- Prior to the Village Board meeting, staff met in an effort to draft preliminary ordinance language for consideration by the Village Board.
- At their June meeting, Village Board initiated a petition for the text amendments. Village Board did request that flexibility be provided for leasing the athletic facilities and for Sunday operations. This flexibility is included in the proposed amendments provided in the meeting packet.
- At the June Plan Commission meeting, Plan Commission scheduled a public hearing for the July meeting. Plan Commission members did request that Attorney Macy explain when a site plan can be reviewed in relation to a comprehensive plan amendment. Plan Commission would like to have some control over site development when approving an amendment, especially since institutional uses are only incorporated at time of proposed usage. There was additional discussion regarding the setback potentially being too restrictive and how to distinguish special events from regular activities.

Day School Text Amendments

The meeting packet includes the following versions of the zoning ordinance:

- Existing ordinance language in Section 111-321. Conditional uses permitted; subsection (2) *Day schools*.
- Proposed zoning ordinance text amendments provided by representatives of the Lake Country Classical Academy (LCCA). LCCA would like to pursue the construction of a school in the Village of Summit.
- Redlined version of proposed zoning ordinance text amendments initiated by Village Board.
- Clean copy of proposed zoning ordinance text amendments initiated by Village Board.

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND RE-CREATE THE TEXT OF CHAPTER 111
ZONING CODE OF THE VILLAGE OF SUMMIT CODE OF ORDINANCES
RELATED TO DAY SCHOOLS**

WHEREAS, pursuant to Section 111-386(b)(1) of the Village Code, the Village of Summit Zoning Administrator recommended amending the text of Chapter 111 “Zoning and Shoreland Protection” of the Village of Summit Code of Ordinances, and

WHEREAS, the Village Board made the recommendation at the June 13, 2024 Village Board meeting to revise the terms of the Village Code in order to establish provisions that would allow day schools as a permitted use in the IN Institutional District provided certain conditions are met; and

WHEREAS, upon publication of the required “Notice of Public Hearing” pursuant to Section 111-387(b)(1)(a) of the Village Code and mailing of said "Notice of Public Hearing" to all parties-in-interest as required by Section 111-387(b)(1)(b) of the Village Code, the Plan Commission for the Village of Summit held a public hearing on July 18, 2024, as required by Section 111-386(b)(4) of the Village Code; and

WHEREAS, at the July 18, 2024 Plan Commission public hearing, the Village Zoning Administrator presented information on the proposed text amendments requested by Village Board; and

WHEREAS, following the July 18, 2024 Plan Commission public hearing, the commissioners considered the information presented at the public hearing; and

WHEREAS, the Plan Commission recommended approval of the proposed changes, and directed Village staff to prepare an Ordinance for Village Board consideration; and

WHEREAS, the Village Board finds that this change to the Village Zoning Code is not a down zoning ordinance because it does not decrease the development density of land and it does not reduce the permitted uses of land, and therefore the super majority requirement of Section 66.10015, Wisconsin Statutes, does not apply to this ordinance; and

WHEREAS, the Village Board of the Village of Summit, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such zoning text amendments on the health, safety and welfare of the community, hereby determine that the amendments will not violate the spirit or intent of the Village Code, and will not be contrary to the public health, safety or general welfare of the Village of Summit.

NOW, THEREFORE, the Village Board of the Village of Summit, Waukesha County, Wisconsin, DO ORDAIN as follows:

SECTION 1: Chapter 111 of the Village of Summit Municipal Code entitled “Zoning and Shoreland Protection,” Article XI entitled “Conditional Uses,” Section 111-321 entitled “Conditional uses permitted,” Subsection (2) entitled “Day schools” is hereby repealed and recreated to read as follows:

(2) Reserved.

SECTION 2: Chapter 111 of the Village of Summit Municipal Code entitled “Zoning and Shoreland Protection,” Article XII entitled “District Regulations,” Section 111-356 entitled “Institutional District (IN),” Subsection (b) entitled “Principal permitted uses”, Subsection (7) is hereby created to read as follows:

(7) *Day schools, if the following conditions are met:*

- a. The parcel shall include at least eight acres of land under one ownership as a single legal lot of record.
- b. The parcel shall adjoin directly upon a County Trunk Highway or State Trunk Highway.
- c. All structures and outdoor recreational facilities shall be located at least 100 feet from a contiguous residentially-zoned lot line.
- d. A day school may serve students in grades pre-kindergarten through 12th grade.
- e. A day school may be operated by the property owner or leased to a public or private entity. Any outdoor athletic fields, playgrounds and instruction areas shall be identified on the site plan and plan of operations, and they shall be used only by the day school or as authorized specifically by the Plan Commission as part of a site plan and plan of operation approval.
- f. A traffic impact analysis shall be submitted for review and approval by the Plan Commission, and shall include provisions for traffic control during the beginning and end of the school day, such that stacking of vehicles will occur on private property and not on public roads, with off-street parking provisions for students between 9th and 12th grade.
- g. Indoor and outdoor operations, including exterior lighting, shall be limited to Monday through Thursday and Saturday from 7:00 a.m. to 9:00 p.m. and Friday from 7:00 a.m. to 10:00 p.m. No operations are permitted on Sundays unless authorized specifically by the Plan Commission as part of a site plan and plan of operation approval.
- h. A public safety plan dealing with emergency, police, and fire shall be submitted for review and approval by the Plan Commission.

SECTION 3: Chapter 111 of the Village of Summit Municipal Code entitled “Zoning and Shoreland Protection,” Article XII entitled “District Regulations,” Section 111-356 entitled “Institutional District (IN),” Subsection (d) entitled “Conditional uses”, Subsection (1) is hereby repealed and recreated to read as follows:

(1) Reserved.

SECTION 4. SEVERABILITY.

The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision 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 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage and publication.

Passed and adopted this _____ day of _____, 2024.

VILLAGE OF SUMMIT

Jack Riley, Village President

ATTEST:

Debra J. Michael, Village Administrator-Clerk/Treasurer

Published and posted this _____ day of _____, 2024.

This instrument drafted by
Amy Barrows, Village Planner

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND RE-CREATE THE TEXT OF CHAPTER 111
ZONING CODE OF THE VILLAGE OF SUMMIT CODE OF ORDINANCES
RELATED TO DAY SCHOOLS**

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WHEREAS, the Village Board made the recommendation at the June 13, 2024 Village Board meeting to revise the terms of the Village Code in order to establish provisions that would allow day schools as a permitted use in the IN Institutional District provided certain conditions are met; and

WHEREAS, upon publication of the required “Notice of Public Hearing” pursuant to Section 111-387(b)(1)(a) of the Village Code and mailing of said "Notice of Public Hearing" to all parties-in-interest as required by Section 111-387(b)(1)(b) of the Village Code, the Plan Commission for the Village of Summit held a public hearing on July 18, 2024, as required by Section 111-386(b)(4) of the Village Code; and

WHEREAS, at the July 18, 2024 Plan Commission public hearing, the Village Zoning Administrator presented information on the proposed text amendments requested by Village Board; and

WHEREAS, following the July 18, 2024 Plan Commission public hearing, the commissioners considered the information presented at the public hearing; and

WHEREAS, the Plan Commission recommended approval of the proposed changes, and directed Village staff to prepare an Ordinance for Village Board consideration; and

WHEREAS, the Village Board finds that this change to the Village Zoning Code is not a down zoning ordinance because it does not decrease the development density of land and it does not reduce the permitted uses of land, and therefore the super majority requirement of Section 66.10015, Wisconsin Statutes, does not apply to this ordinance; and

WHEREAS, the Village Board of the Village of Summit, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such zoning text amendments on the health, safety and welfare of the community, hereby determine that the amendments will not violate the spirit or intent of the Village Code, and will not be contrary to the public health, safety or general welfare of the Village of Summit.

NOW, THEREFORE, the Village Board of the Village of Summit, Waukesha County, Wisconsin, DO ORDAIN as follows:

SECTION 1: Chapter 111 of the Village of Summit Municipal Code entitled “Zoning and Shoreland Protection,” Article XI entitled “Conditional Uses,” Section 111-321 entitled “Conditional uses permitted,” Subsection (2) entitled “Day schools” is hereby repealed and recreated to read as follows:

(2) Reserved.

SECTION 2: Chapter 111 of the Village of Summit Municipal Code entitled “Zoning and Shoreland Protection,” Article XII entitled “District Regulations,” Section 111-356 entitled “Institutional District (IN),” Subsection (b) entitled “Principal permitted uses”, Subsection (7) is hereby created to read as follows:

(7) *Day schools, if the following conditions are met:*

- a. The parcel shall include at least eight acres of land under one ownership as a single legal lot of record.
- b. The parcel shall adjoin directly upon a County Trunk Highway or State Trunk Highway.
- c. All structures and outdoor recreational facilities shall be located at least 100 feet from a contiguous residentially-zoned lot line.
- d. A day school may serve students in grades pre-kindergarten through 12th grade.
- e. A day school may be operated by the property owner or leased to a public or private entity. Any outdoor athletic fields, playgrounds and instruction areas shall be identified on the site plan and plan of operations, and they shall be used only by the day school or as authorized specifically by the Plan Commission as part of a site plan and plan of operation approval.
- f. A traffic impact analysis shall be submitted for review and approval by the Plan Commission, and shall include provisions for traffic control during the beginning and end of the school day, such that stacking of vehicles will occur on private property and not on public roads, with off-street parking provisions for students between 9th and 12th grade.
- g. Indoor and outdoor operations, including exterior lighting, shall be limited to Monday through Thursday and Saturday from 7:00 a.m. to 9:00 p.m. and Friday from 7:00 a.m. to 10:00 p.m. No operations are permitted on Sundays unless authorized specifically by the Plan Commission as part of a site plan and plan of operation approval.
- h. A public safety plan dealing with emergency, police, and fire shall be submitted for review and approval by the Plan Commission.

SECTION 3: Chapter 111 of the Village of Summit Municipal Code entitled “Zoning and Shoreland Protection,” Article XII entitled “District Regulations,” Section 111-356 entitled “Institutional District (IN),” Subsection (d) entitled “Conditional uses,” Subsection (1) is hereby repealed and recreated to read as follows:

(1) Reserved.

SECTION 4. SEVERABILITY.

The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section of 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 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage and publication.

Passed and adopted this _____ day of _____, 2024.

VILLAGE OF SUMMIT

Jack Riley, Village President

ATTEST:

Debra J. Michael, Village Administrator-Clerk/Treasurer

Published and posted this _____ day of _____, 2024.

This instrument drafted by
Amy Barrows, Village Planner

EXISTING ZONING ORDINANCE LANGUAGE FOR DAY SCHOOLS (7/11/2024)

Sec. 111-321. Conditional uses permitted.

Subject to the foregoing, in addition to such uses enumerated in the district regulations, the village may permit the following general conditional uses in the districts specified, provided further that the plan commission shall hold a public hearing and approve the location, building and site plans and plan of operation for any such conditional use:

- (2) *Day schools.* Day schools are only allowed by conditional use permit in the IN Institutional District and are subject to the following regulations, in addition to any specific conditions that may be imposed by the plan commission:
 - a. The day school must obtain and continuously maintain a valid license from the State of Wisconsin permitting the operation of a school on the subject property.
 - b. Any building used for a day school must meet the requirements of the Wisconsin Fire Code and pass any required periodic fire inspections.
 - c. A day school cannot allow any overnight housing.
 - d. The parcel shall include at least eight acres of land under one ownership.
 - e. The parcel shall front or abut directly upon a County Trunk Highway or State Trunk Highway and access to the parcel shall be directly from the County Trunk Highway or State Trunk Highway.
 - f. The parcel shall not abut a lake or river.
 - g. All buildings shall be a minimum of 75 feet from any property line.
 - h. Off-street parking shall be designed and provided in accordance with article VI of chapter 111-Zoning and Shoreland Protection.
 - i. The principal building shall include at least 30,000 square feet in area on the first floor.
 - j. An adequate septic system or sewer connection shall be provided for any operating day school.
 - k. The applicant must prepare, submit, and obtain approval of all plans in compliance with article X of chapter 111 - Zoning and Shoreland Protection subject to the following conditions:
 1. The uses of all existing structures shall be identified on the site plan and plan of operations.
 2. Any outdoor athletic fields, playgrounds and instruction areas shall be identified on the site plan and plan of operations, and they shall be used only by the day school.
 3. The day school may serve students in grades pre-kindergarten through 12th grade.
 4. A day school may be operated by the property owner or leased to a public or private entity.
 5. A day school shall not exceed 500 total students.
 6. Indoor and outdoor operations shall be limited to Monday through Friday from 7:00 a.m. to 6:15 p.m. and Saturdays from 7:00 a.m. to 5:00 p.m. Special events such as concerts or indoor group meetings shall be limited to two events per week after 6:15 p.m. In no case, shall any special event continue past 10:00 p.m.
 7. The plan of operations shall include provisions for professional traffic control during the beginning and end of the school day, such that stacking of vehicles will occur on private property and not on public roads, with off-street parking provisions for students between 9th and 12th grade.

EXISTING ZONING ORDINANCE LANGUAGE FOR DAY SCHOOLS (7/11/2024)

8. Exterior lighting shall be for parking lot and circulation only. No athletic field lighting will be permitted.
9. A day school may not be operated or maintained in a manner so as to result in a public nuisance as defined within Chapter 18 of the Village of Summit, County of Waukesha, Wisconsin, Code of Ordinances.

**REQUESTED TEXT AMENDMENTS BY LAKE COUNTRY CLASSICAL ACADEMY:
STRIKETHROUGHS REPRESENT LANGUAGE PROPOSED TO BE REMOVED AND BOLD AND UNDERLINED
LANGUAGE REPRESENTS PROPOSED NEW LANGUAGE**

Sec. 111-321. Conditional uses permitted.

- (2) *Day schools.* Day schools are only allowed by conditional use permit in the IN Institutional District and are subject to the following regulations, in addition to any specific conditions that may be imposed by the plan commission:
- a. The day school must obtain and continuously maintain a valid license from the State of Wisconsin permitting the operation of a school on the subject property.
 - b. Any building used for a day school must meet the requirements of the Wisconsin Fire Code and pass any required periodic fire inspections.
 - c. A day school cannot allow any overnight housing.
 - d. The parcel shall include at least eight acres of land under one ownership.
 - e. ~~The parcel shall front or abut directly upon a County Trunk Highway or State Trunk Highway and access to the parcel shall be directly from the County Trunk Highway or State Trunk Highway.~~
 - f. The parcel shall not abut a lake or river.
 - g. All buildings shall be a minimum of 75 feet from any property line.
 - h. Off-street parking shall be designed and provided in accordance with article VI of chapter 111-Zoning and Shoreland Protection.
 - i. The principal building shall include at least 30,000 square feet in area on the first floor.
 - j. An adequate septic system or sewer connection shall be provided for any operating day school.
 - k. The applicant must prepare, submit, and obtain approval of all plans in compliance with article X of chapter 111 - Zoning and Shoreland Protection subject to the following conditions:
 1. The uses of all existing structures shall be identified on the site plan and plan of operations.
 2. Any outdoor athletic fields, playgrounds and instruction areas shall be identified on the site plan and plan of operations, and they shall be used only by the day school **unless otherwise contracted and permitted by the day school.**
 3. The day school may serve students in grades pre-kindergarten through 12th grade.
 4. A day school may be operated by the property owner or leased to a public or private entity.
 5. A day school shall not exceed **500 900** total students.
 6. Indoor and outdoor operations shall be limited to Monday through ~~Friday~~ **Thursday** from 7:00 a.m. to ~~6:15~~ **9:00** p.m. and **Fridays and** Saturdays from 7:00 a.m. to ~~5:00~~ **10:00** p.m. Special events such as concerts or indoor group meetings shall be limited to two events per week after 6:15 p.m. In no case, shall any special event continue past 10:00 p.m.
 7. The plan of operations shall include provisions for professional traffic control during the beginning and end of the school day, such that stacking of vehicles will occur on private property and not on public roads, with off-street parking provisions for students between 9th and 12th grade.
 8. ~~Exterior lighting shall be for parking lot and circulation only. No athletic field lighting will be permitted.~~ **Exterior lighting for athletic fields shall not be permitted past 9:00 PM Monday through Thursday or past 10:00 PM on Friday and Saturday.**

**REQUESTED TEXT AMENDMENTS BY LAKE COUNTRY CLASSICAL ACADEMY:
STRIKETHROUGHS REPRESENT LANGUAGE PROPOSED TO BE REMOVED AND BOLD AND UNDERLINED
LANGUAGE REPRESENTS PROPOSED NEW LANGUAGE**

9. A day school may not be operated or maintained in a manner so as to result in a public nuisance as defined within Chapter 18 of the Village of Summit, County of Waukesha, Wisconsin, Code of Ordinances.

VILLAGE BOARD INITIATED ZONING ORDINANCE LANGUAGE FOR DAY SCHOOLS

~~Sec. 111-321. Conditional uses permitted.~~

~~Subject to the foregoing, in addition to such uses enumerated in the district regulations, the village may permit the following general conditional uses in the districts specified, provided further that the plan commission shall hold a public hearing and approve the location, building and site plans and plan of operation for any such conditional use:~~

Section 111-356(b)(7)

- ~~(27) Day schools, if the following conditions are met, Day schools are only allowed by conditional use permit in the IN Institutional District and are subject to the following regulations, in addition to any specific conditions that may be imposed by the plan commission:~~
- ~~a. The day school must obtain and continuously maintain a valid license from the State of Wisconsin permitting the operation of a school on the subject property.~~
 - ~~b. Any building used for a day school must meet the requirements of the Wisconsin Fire Code and pass any required periodic fire inspections.~~
 - ~~c. A day school cannot allow any overnight housing.~~
 - ~~da. The parcel shall include at least eight acres of land under one ownership as a single legal lot of record.~~
 - ~~eb. The parcel shall ~~front or abut~~adjoin directly upon a County Trunk Highway or State Trunk Highway ~~and access to the parcel shall be directly from the County Trunk Highway or State Trunk Highway.~~~~
 - ~~f. The parcel shall not abut a lake or river.~~
 - ~~gc. All buildings ~~structures and outdoor recreational facilities~~ shall be located a minimum of 75 feet ~~from any property line~~ at least 100 feet from a contiguous residentially-zoned lot line.~~
 - ~~h. Off-street parking shall be designed and provided in accordance with article VI of chapter 111-Zoning and Shoreland Protection.~~
 - ~~i. The principal building shall include at least 30,000 square feet in area on the first floor.~~
 - ~~j. An adequate septic system or sewer connection shall be provided for any operating day school.~~
 - ~~k. The applicant must prepare, submit, and obtain approval of all plans in compliance with article X of chapter 111-Zoning and Shoreland Protection subject to the following conditions:~~
 - ~~1. The uses of all existing structures shall be identified on the site plan and plan of operations.~~
 - ~~2. Any outdoor athletic fields, playgrounds and instruction areas shall be identified on the site plan and plan of operations, and they shall be used only by the day school.~~
 - ~~3d. The day school may serve students in grades pre-kindergarten through 12th grade.~~
 - ~~4e. A day school may be operated by the property owner or leased to a public or private entity. Any outdoor athletic fields, playgrounds and instruction areas shall be identified on the site plan and plan of operations, and they shall be used only by the day school or as authorized specifically by the Plan Commission as part of a site plan and plan of operation approval.~~
 - ~~5. A day school shall not exceed 500 total students.~~

VILLAGE BOARD INITIATED ZONING ORDINANCE LANGUAGE FOR DAY SCHOOLS

- f. A traffic impact analysis shall be submitted for review and approval by the Plan Commission, and shall include provisions for traffic control during the beginning and end of the school day, such that stacking of vehicles will occur on private property and not on public roads, with off-street parking provisions for students between 9th and 12th grade.
- ~~6g. Indoor and outdoor operations, including exterior lighting, shall be limited to Monday through ThursdayFriday and Saturday from 7:00 a.m. to 69:15-00 p.m. and Saturdays-Friday from 7:00 a.m. to 510:00 p.m. Special events such as concerts or indoor group meetings shall be limited to two events per week after 6:15 p.m. In no case, shall any special event continue past 10:00 p.m. No operations are permitted on Sundays unless authorized specifically by the Plan Commission as part of a site plan and plan of operation approval.~~
- ~~7. The plan of operations shall include provisions for professional traffic control during the beginning and end of the school day, such that stacking of vehicles will occur on private property and not on public roads, with off-street parking provisions for students between 9th and 12th grade.~~
- ~~8. Exterior lighting shall be for parking lot and circulation only. No athletic field lighting will be permitted.~~
- ~~9. A day school may not be operated or maintained in a manner so as to result in a public nuisance as defined within Chapter 18 of the Village of Summit, County of Waukesha, Wisconsin, Code of Ordinances.~~
- h. A public safety plan dealing with emergency, police, and fire shall be submitted for review and approval by the Plan Commission.

Day schools as a permitted use in the IN Institutional District

Clean Version for Scheduling a Public Hearing

Section 111-356(b)(7)

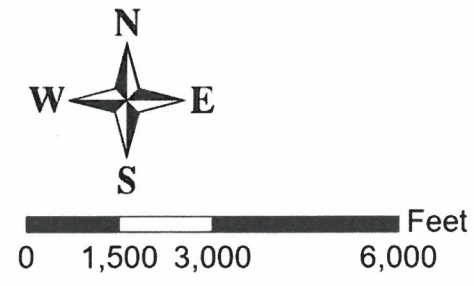
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- d. A day school may serve students in grades pre-kindergarten through 12th grade.
- e. A day school may be operated by the property owner or leased to a public or private entity. Any outdoor athletic fields, playgrounds and instruction areas shall be identified on the site plan and plan of operations, and they shall be used only by the day school or as authorized specifically by the Plan Commission as part of a site plan and plan of operation approval.
- f. A traffic impact analysis shall be submitted for review and approval by the Plan Commission, and shall include provisions for traffic control during the beginning and end of the school day, such that stacking of vehicles will occur on private property and not on public roads, with off-street parking provisions for students between 9th and 12th grade.
- g. Indoor and outdoor operations, including exterior lighting, shall be limited to Monday through Thursday and Saturday from 7:00 a.m. to 9:00 p.m. and Friday from 7:00 a.m. to 10:00 p.m. No operations are permitted on Sundays unless authorized specifically by the Plan Commission as part of a site plan and plan of operation approval.
- h. A public safety plan dealing with emergency, police, and fire shall be submitted for review and approval by the Plan Commission.

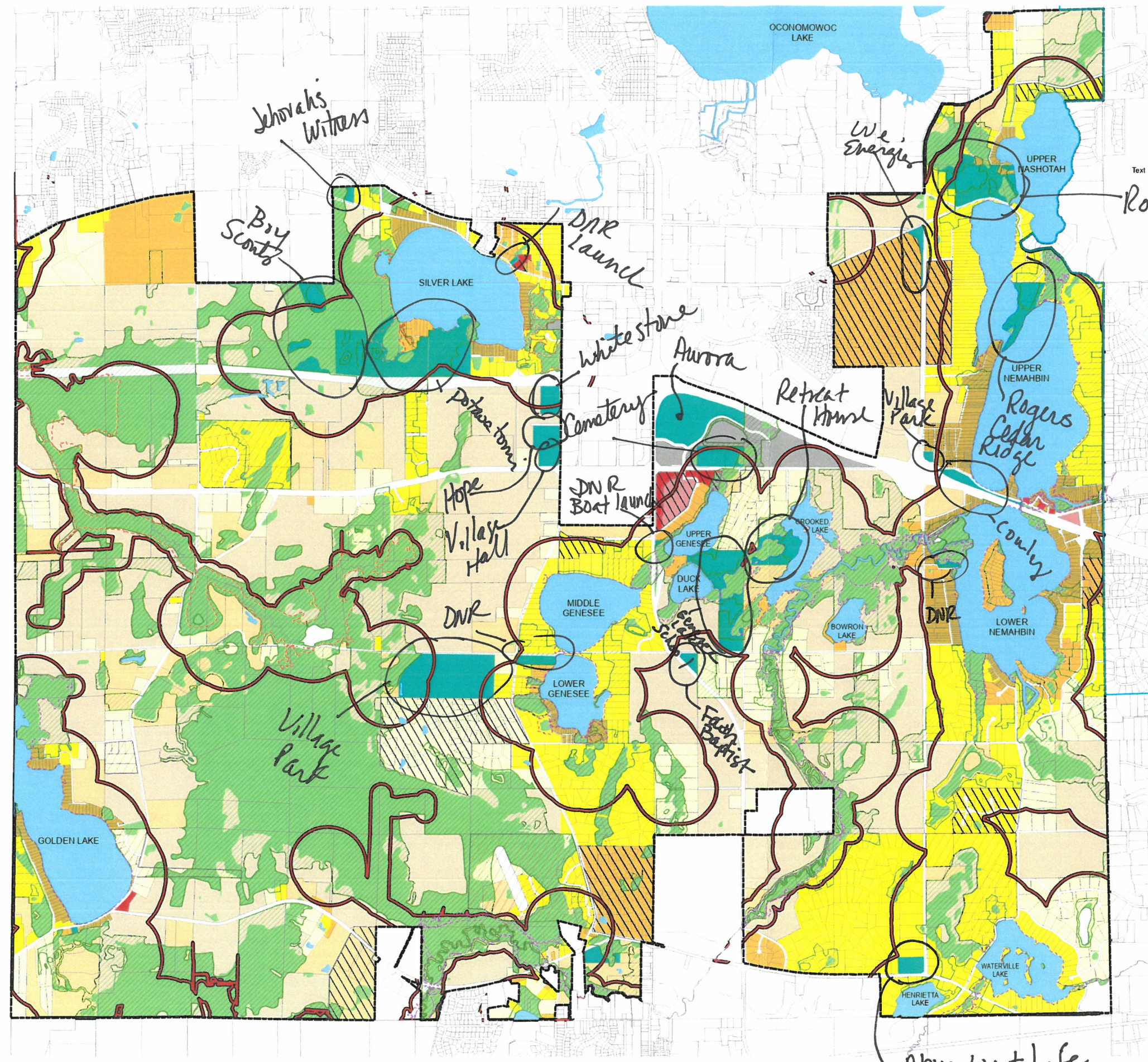
VILLAGE OF SUMMIT ZONING MAP

- Legend**
- A-1 Agricultural (35 acres +)
 - A-2 Agricultural (10-35 acres)
 - R-1 Estate Residential (2-acre Lot Size)
 - R-2 Country Residential (1.5-acre Lot Size)
 - R-3 Village Residential (35,000 S.F. Lot Size)
 - R-4 Cottage Residential (20,000 S.F. Lot Size)
 - NC Neighborhood Commercial
 - MF-1 Multi-Family Residential
 - MF-2 Multi-Family Residential
 - IN Institutional
 - BP Business Park
 - WC Wetland Conservancy
 - PDO Planned Development Overlay
 - EC Environmental Corridor Overlay (PEC, SEC, INRA)
 - FO Floodplain Overlay (Zone A, NO Base EL.)
 - FO Floodplain Overlay (Zone AE, w/ Base EL.) and adopted flood studies
 - Conservation Development
 - Water
 - Shoreland Jurisdiction

NOTE: ZONING DISTRICT BOUNDARY EXTENDS TO THE MIDDLE OF THE RIGHT-OF-WAY



Map Revised:
 March 11, 2013
 April 17, 2013
 May 02, 2013
 January 05, 2016
 July 24, 2017
 December 19, 2017
 February 01, 2019
 February 10, 2020
 March 16, 2021
 April 18, 2023



Address	Tax Key	Lot Size (acres)	Existing Use	Adjacent to County/State Highway
995 S Sawyer Rd	716984	8.13	Abundant Life Church/Montesori School	Y
36107 Genesee Road	681996	4.8	Faith Baptist Church	Y
36100 Genesee Lake Road	664999003	62.75	Genesee Lake School (Ocon. Residential Programs)	N
1800 N Timber Trail Lane	666993001	28.7	Our Mother of Perpetual Help Retreat House	N
N/A	661996	3.1	DNR Lake Access (Upper Genesee)	Y
36500 Aurora Drive	636989	52.9	Aurora	Y
N/A	636995	8.7	Summit Cemetery	Y
N/A	636994	5.87	Summit Cemetery	Y
N/A	671999	3.6	DNR Lake Access (Lower Nemahbin)	N
N/A	670986	7	Waukesha County (Nemahbin Lake Access)	Y
N/A	N/A	1.6	Village of Summit - Peter Prime Park	Y
3011 N Cedar Ridge Road	625998	22.11	Rogers - Cedar Ridge	N
N/A	620999	5.5	We Energies	Y
34700 Valley Road	622977002 +	40 +	Rogers - Main Campus	Y
38230 Valley Road	608996	5.6	WI Congregation of Jehovah's Witnesses	Y
37304 Valley Road	612001002	1.1	DNR Launch (Silver Lake)	Y
37516 Forest Drive	638999001	85.9	Forest County Potawatomi Community (Boy Scout Property)	N
N/A	641999	163.7	Boy Scouts of America	Y
2517 N Dousman Road	637999008	9.9	White Stone Church	N
2431 N Dousman Road	637999010	10.9	Hope Church	N
37100 Delafield Road	640998002	7.1	Village of Summit Hall	Y
37023 Genesee Lake Road	685976	7.995	DNR Lake Access (Genesee Lakes)	N
37505 Genesee Lake Road	685979001	76.95	Genesee Lake Park	N
36821 Sunset Drive	711988006	9.4	Emmanuel United Church of Christ	N (USH-18)



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MEMORANDUM

To: Village Board

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

Date: August 2, 2024

Re: Department of Public Works Administrative Report

DPW Crew Activities

Cemetery Activity Summary

- One funerals/burials occurred in July.
- Two grave sites were sold back to the cemetery in July.

Equipment Maintenance & Repair

- LF George contacted Village staff in mid-July to provide notice that the parts for the Morbark Chipper were received and that repairs should be completed within the week following. On August 2nd, they provided an update that after they had replaced the wiring harness, the DEF quality level and fluid level sensor failed. This sensor has been ordered, and they are anticipating arrival the week of August 5th.
- The Wisconsin Surplus auction for the DPW's Tiger side and rear flail mowers and the PD Interceptor concluded, and both items have been paid for and picked up. The mowers sold for \$2,600, and the squad sold for \$6,100.

Park Activities

- The parking lot and access road at Genesee Lake Road Park will be seal coated and re-stripped on August 22nd. It will remain closed to vehicle traffic through the morning of Friday, August 24th. The park will remain open, but traffic will not be permitted to enter. A press release will be sent out earlier in the week.

Road Maintenance Activities

- Staff continue to address pothole complaints as they are reported.
- Director Nash has been working with WisDOT to update their WISLR system to include private roadways in the Village. These efforts will assist local law enforcement with their mapping software, as it uses the WISLR linework for mapping of calls to dispatch.

Staffing Levels & Work Prioritization

- Full-time DPW staff have been able to mostly keep up with priority work activities, including public facility and parks groundskeeping, cemetery maintenance, vehicle maintenance, etc. The next round of public right-of-way mowing is scheduled to begin soon, which will take up much of the time of one FT DPW employee until completed.
- The DPW Crew Leader position has been posted, with an application due date of August 14th. One application has been received, and there has been interest from a few others who have inquired about the position. The job posting was shared on the APWA WI Chapter website, the APWA WI Chapter LinkedIn account, on the Village website, on the Police Department's Facebook page, to the League of WI Municipalities, to the Waukesha County Public Works Association, and to the Southern WI Association of Public Works Supervisors (SWAPS). The position was also posted on Governmentjobs.com, which is a site dedicated to local municipal job postings.

2024 Street Sweeping Program

The first round of street sweeping was completed by Sweep-All the week of July 8th. There was minimal debris swept from the roadways, likely due to the heavy rainfall that this area received in late June and early July. The second round will be scheduled in the fall.

2024 Road Paving Program

All roadways on the paving program, with the exception of N Venice Beach Rd, have been paved. The remaining roads that have not yet been shouldered will be completed on Friday, August 2nd (weather pending).

N Venice Beach Road Drainage Improvements Project

N Venice Beach Rd drainage improvements and paving will be completed after Labor Day weekend, assuming water elevations allow work. A preconstruction meeting will be scheduled for this work in the coming weeks. Updates will be provided to the Village Board and residents on the schedule.

Genesee Lake Road Park Master Plan Update

A draft master plan was reviewed by the Village Board at the Special Village Board meeting on March 7th. Staff will work on markups of the draft map to provide to SEH for a final version based off comments from the meeting. **No further updates at this time.*

Official Road Right-of-Way Map Update

Staff continue to work on the Official Road ROW Map updates with SEH and the Village Planner. Text amendments have been completed to Village Municipal Code, and efforts are focused on updating the map. **No further updates at this time.*

N Dousman Road Multi-Use Trail Extension Project

Survey was completed in June, and Strand spent July working on preliminary design. A preliminary path layout, profile, and cross sections have been completed. Their surveyor is currently determining the existing right-of-way so that it can be displayed on all of the plan sheets in an attempt to avoid any real estate impacts.

Once the existing right-of-way is determined, Strand will send a draft preliminary submittal with a handful of questions to the Village to make sure the proposed path layout, drainage, overall

impacts, etc. is satisfactory. Shortly after that, any required adjustments will be made and the preliminary plans and estimate will be submitted to WisDOT.

Preliminary design is approximately 75-80% complete, and Strand expects that they will get the Village a formal 30% submittal in late August.

The DNR Stewardship Grant advance payment of \$74,719.50 was received by the DNR and will be applied to design fee payments in 2024, as approved by the Village Board at the July 2024 regular meeting.

Upper Nemahbin Lake/Bark River Dredging Project

The Village is working with the Upper Nemahbin Lake Management District to complete some restoration and cleanup work at Genesee Lake Road Park. An action item may be placed on the August 19, 2024 Special Village Board meeting to acknowledge that the Village is satisfied with the restoration and cleanup and that the temporary limited easement and license agreement obligations have been fulfilled, assuming all work is completed in time.

“Lake Street” Right-of-Way Vacation Request (Genrich’s Bay Subdivision)

The DNR responded to the Village’s inquiry regarding the accessway to the water, and they determined that the Village would be required to go through circuit court process to vacate the parcel as described in Wis. Stats. Chap. 236.43 for the vacation or alteration of areas dedicated to the public. This will be discussed at the August 5th Plan Staff meeting.

Waukesha County MS4 3-Year Plan

The Village has an agreement with Waukesha County to provide stormwater education program services, which is a required component of the Village’s WPDES Municipal Separate Storm Sewer Discharge General Permit. The Village’s permit will be renewed in 2025, and the DNR has indicated that there will be several additional requirements related to a municipality’s involvement in these education and outreach efforts, as well as setting of goals related to mitigation of water pollution caused by storm water discharges.

Administrator-Clerk/Treasurer Michael and Director Nash met with Jayne Jenks, the Conservation Specialist with the County’s Parks and Land Use Development Department. She has been working with communities within the County to develop three-year plans for education and outreach. Their intent is to proactively put together plans that are specific to each municipality that will help them meet their permit requirements. A draft plan will be submitted to the Village for review in December of this year, and comments will be provided back after review.

National Fitness Campaign Status

The Village has fundraised a total of \$10,500 toward this 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, September 16, 2024.

ATTACHMENTS: None.



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MEMORANDUM

To: Village Board

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

Date: July 29, 2024

Re: Discussion and Action on 2024 Asphalt Surface Rejuvenating Treatment Program Bid Results and Authorization to Award Contract

PURPOSE:

To present bid results for the 2024 Village of Summit Asphalt Surface Rejuvenating Treatment Program and request approval and authorization from the Village Board to award a contract to the lowest responsible bidder.

BACKGROUND:

Bids for the Village's 2024 Asphalt Surface Rejuvenating Treatment Program were due on July 12, 2024. A Bid Tabulation sheet has been attached for reference. A total of one contractor submitted a bid, which met the bid requirements for the project. This was not unexpected, as there are not many contractors that install this particular type of pavement rejuvenating treatment in our region. There is at least one other local community that will be performing this same type of work in 2024, which contributed to the unit cost quoted. The low bid costs are as follows:

Base Bid:	\$108,700.35
Alternate No. 1:	<u>\$13,322.10</u>
Total Bid:	\$122,022.45

The 2024 approved budget for asphalt surface rejuvenating treatment is \$152,000. A total of approximately 89,835 square yards of pavement will be treated as part of the base bid, and an additional 11,010 square yards of pavement will be treated as part of the alternate bid.

RECOMMENDATION:

Village staff recommends that the Village Board approve the low bid and authorize Village staff to proceed with awarding the contract to the lowest responsible bidder, Corrective Asphalt Materials, LLC, for a total cost of \$122,022.45.

ATTACHMENTS: Village of Summit 2024 Asphalt Surface Rejuvenating Treatment Program Bid Tabulation

FISCAL IMPACT: The 2024 approved budget for this work is \$152,000 in borrowed funds. If approved as proposed, the total expenditure would be \$122,022.45.

RECOMMENDED MOTION: Motion to approve the apparent low bid at a cost not to exceed \$122,022.45 in borrowed funds and to authorize Village staff to proceed with awarding the 2024 Village of Summit Asphalt Surface Rejuvenating Treatment Program contract to the lowest responsible bidder, Corrective Asphalt Materials, LLC.



TABULATION OF BIDS

2024 Asphalt Surface Rejuvenating Treatment Program, RFB# 2024-PW01			Corrective Asphalt Materials, LLC	
Village of Summit, WI			300 Daniel Boone Trail	
Bid Date: Friday, July 12, 2024, 10:00 a.m.			South Roxana, IL 62087	
Location	Unit	Est. Quantity	Total Price	Total Price
BASE BID				
N Dousman Road (Lower Lake Road to City/Village limit, approx. 1,700 ft south of CTH DR)	SY	18,760	\$ 22,699.60	
Emmaus Road (N Dousman Road to terminus)	SY	3,225	\$ 3,902.25	
N Jenkins Drive (N Waterville Road to termini)	SY	4,200	\$ 5,082.00	
Castle Rock Drive (Mineral Springs Boulevard to Lake Country Drive)	SY	6,310	\$ 7,635.10	
Dairy Boulevard (CTH B to Mineral Springs Boulevard)	SY	1,355	\$ 1,639.55	
Fox River Court (Mendota Drive to terminus)	SY	1,130	\$ 1,367.30	
Kegonsa Drive (Mineral Springs Boulevard/Village limit to Yahara Drive/Winnebago Drive)	SY	5,900	\$ 7,139.00	
Lake Country Boulevard (CTH P to Lake Country Drive)	SY	1,575	\$ 1,905.75	
Lake Country Drive (Castle Rock Drive to Yahara Drive)	SY	2,020	\$ 2,444.20	
Mendota Court (Mendota Drive to terminus)	SY	1,100	\$ 1,331.00	
Mendota Drive (Mineral Springs Boulevard to Kegonsa Drive)	SY	5,965	\$ 7,217.65	
Mineral Springs Boulevard (Castle Rock Drive to Village limit, approx. 95 feet east of River Lake Road N)	SY	5,875	\$ 7,108.75	
Monona Court (Henning Drive to terminus)	SY	2,875	\$ 3,478.75	
Newbridge Lane (N Waterville Road to terminus)	SY	3,660	\$ 4,428.60	
Red Oak Drive (approx. 700 ft south of Wildwood Lane to terminus)	SY	3,320	\$ 4,017.20	
Rock River Court (N Interlaken Drive to terminus)	SY	2,810	\$ 3,400.10	
Walleye Court (Walleye Drive to terminus)	SY	1,365	\$ 1,651.65	
Walleye Drive (Mineral Springs Boulevard to Lake Country Drive)	SY	4,160	\$ 5,033.60	
Winnebago Court (Winnebago Drive to terminus)	SY	1,610	\$ 1,948.10	
Winnebago Drive (Lake Country Drive to Kegonsa Drive/Yahara Drive)	SY	4,620	\$ 5,590.20	
Yahara Court (Yahara Drive to terminus)	SY	1,255	\$ 1,518.55	
Yahara Drive (Lake Country Drive to Kegonsa Drive)	SY	6,015	\$ 7,278.15	
Yardley Court (Newbridge Lane to Newbridge Lane)	SY	730	\$ 883.30	
TOTAL ASPHALT SURFACE REJUVENATING TREATMENT BASE BID			\$ 108,700.35	\$ -

Location	Unit	Est. Quantity	Total Price	Total Price
ALTERNATE BID NO. 1				
N Glendale Road (Delafield Road to terminus)	SY	4,550	\$ 5,505.50	
Whitaker Lane (STH 67 to USH 18)	SY	4,575	\$ 5,535.75	
Whitaker Court (Whitaker Lane to terminus)	SY	1,885	\$ 2,280.85	
TOTAL ASPHALT SURFACE REJUVENATING TREATMENT ALTERNATE BID NO. 1			\$ 13,322.10	\$ -



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MEMORANDUM

To: Village Board

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

Date: August 2, 2024

Re: Discussion and Action on Agreement Between the Village of Summit and the Okauchee Area ATV/UTV Club for ATV Route Signage

PURPOSE:

To present a revised draft agreement to establish responsibility for the procurement, installation, and maintenance of ATV route signage in the Village of Summit.

BACKGROUND:

The recently adopted Ordinance 129-2024 All-Terrain Vehicles and Utility Terrain Vehicles in the Village of Summit states that local ATV clubs shall be responsible for the cost of all required ATV route signage. The Village Attorney advised that the Village will need to enter into an agreement with the ATV clubs in order to enforce this Ordinance provision.

A draft agreement was provided to the Okauchee Area ATV/UTV Club, and comments were discussed at the May 9, 2024 Village Board meeting. Revisions based on comments by the Club and the Village Board have been incorporated into the agreement. The Club has reviewed the agreement and approves the agreement language.

RECOMMENDATION:

Village Board approval may be made contingent upon review by the Village Attorney.

ATTACHMENTS:

Agreement Between the Village of Summit and the Okauchee Area ATV/UTV Club for ATV Route Signage (revised DRAFT)

FISCAL IMPACT:

Costs for signage will be fundraised and reimbursed by the Okauchee Area ATV/UTV Club, per ordinance requirements and the attached draft agreement. Installation of signage will be performed by the Club.

RECOMMENDED MOTION:

Motion to approve the Agreement Between the Village of Summit and the Okauchee Area ATV/UTV Club for ATV Route Signage as revised, contingent upon review by the Village Attorney.

**AGREEMENT BETWEEN THE VILLAGE OF SUMMIT AND THE OKAUCHEE AREA
ATV/UTV CLUB FOR ATV ROUTE SIGNAGE**

This **Agreement** is made and entered into as of the ____ day of _____, 2024, by and between the Village of Summit, Wisconsin (“Village”), and the Okauchee Area ATV/UTV Club (“Club”), to establish terms and conditions related to the installation and maintenance of ATV/UTV route signage on designated and authorized ATV routes in the Village of Summit.

WHEREAS, on April 4, 2024, the Village Board of the Village of Summit adopted Ordinance No. 129-2024 “An Ordinance Repealing and Recreating Chapter 26, Article I, Section 26-7 Relating to All-Terrain Vehicles and Utility Terrain Vehicles of the Code of Ordinances of the Village of Summit” (“Exhibit A”) authorizing the designation of approved public roads as ATV routes; and

WHEREAS, the Village of Summit Village Board has authority to enter into an agreement with an ATV/UTV Club to cover the cost of the installation and maintenance of the route signage required before any operation or continued operation of ATVs and UTVs are permitted by said ordinance; and

WHEREAS, the Club shall be responsible for the following:

1. Create a signage plan that indicates the location, sign type, sign size, and installation method (i.e., utilization of existing post or new post) of all ATV signs that comply with Wis. Stats. § 23.33 and Wis. Admin. Code Chapter NR 64.12(7) for any new sign installations or changes in existing sign locations.
2. Review quotes for ATV signage and associated hardware solicited by the Village in a timely manner, providing comments and/or approval notice to the Village Public Works Director within 30 days of receipt.
3. Install, maintain, and replace all ATV signage as required to comply with all applicable laws, regulations, and standards.
4. After signs have been installed, reimburse the Village in full for all costs incurred by the Village associated with the signage installation, maintenance, and replacement within 120 days of receipt of the invoice.
5. Maintain a current inventory record of all ATV signage located in the Village which includes the sign type, post type, location, and installation date of each sign. This inventory shall be updated any time a sign is added, replaced, or removed, and all inventory record updates shall be provided to the Village Public Works Director promptly.
6. At least annually, complete an inspection of all ATV signage located in the Village and provide inspection results to the Village Public Works Director promptly; upon discovery of signage that is damaged, missing, improperly installed, or does not otherwise comply with all applicable laws, regulations,

and standards, complete repair or replacement of such signage and associated hardware as soon as possible.

7. At least annually, provide an appointed contact person and an updated mailing address for the Club.

WHEREAS, the Village shall be responsible for the following:

1. Review and consider for approval by resolution any amendments to designated and authorized ATV routes in the Village of Summit.
2. Review and approve new signage plans or amendments to existing plans for designated and authorized ATV routes.
3. When requested by the Club, solicit quotes for signage and associated hardware following the Village of Summit purchasing policy, providing results to the appointed contact person of the Club for review; upon approval and request by the Club, procure signs and hardware.
4. Prepare and submit a detailed invoice to the Club for all costs incurred by the Village associated with signage installation, maintenance, and replacement.
5. Maintain a current list of designated and authorized ATV routes on the Village website (www.summitvillage.org) and a posted list at the Village Hall, 37100 Delafield Road, Summit, WI 53066.

THEREFORE, the Village of Summit Village Board does hereby enter into this Agreement with the Okauchee Area ATV/UTV Club for the installation and maintenance of ATV/UTV route signage on designated and authorized ATV routes in the Village of Summit.

BE IT FURTHER RESOLVED, the term of this Agreement shall be indefinite. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party, and, if said Club dissolves, this Agreement shall be considered null and void, and all signage shall remain the property of the Village.

[SIGNATURES TO FOLLOW]

Dated this _____ day of _____, 2024

VILLAGE OF SUMMIT

Jack Riley, Village President

ATTEST:

Debra Michael, Village Administrator-Clerk/Treasurer

STATE OF WISCONSIN)

)ss.

COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2024, the above-named JACK RILEY and DEBRA MICHAEL to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission: _____

Dated this _____ day of _____, 2024

OKAUCHEE AREA ATV/UTV CLUB

Matt Thompson, Club President

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2024, the above-named MATT THOMPSON to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Drafted by Kamron Nash, P.E., Village Public Works Director
Village of Summit
37100 Delafield Road
Summit, WI 53066

Exhibit A

STATE OF WISCONSIN

VILLAGE OF SUMMIT

WAUKESHA COUNTY

ORDINANCE NO. 129-2024

An Ordinance Repealing and Recreating Chapter 26, Article I, Section 26-7 Relating to All-Terrain Vehicles and Utility Terrain Vehicles of the Code of Ordinances of the Village of Summit

WHEREAS, the Village of Summit recognizes that surrounding communities permit the use of non-traditional vehicles, including all-terrain vehicles and utility terrain vehicles, on their roadways; and

WHEREAS, the Village of Summit recognizes that there is interest in allowing the use of such vehicles on roadways within the Village; and

WHEREAS, the Village of Summit also recognizes that such use, if permitted, requires appropriate regulation to ensure the safety of all citizens; and

WHEREAS, Wis. Stats. § 23.33 authorizes municipalities to designate municipal roads as all-terrain vehicle routes to allow all-terrain vehicles and utility terrain vehicles to operate on certain roads within the municipal boundaries.

NOW, THEREFORE, the Village Board of the Village of Summit, Waukesha County, Wisconsin do ordain as follows:

Chapter 26 – Traffic and Vehicles, Article I, Section 26-7 of the Village Municipal Code is hereby repealed and recreated to read as follows:

All-Terrain Vehicles and Utility Terrain Vehicles

Section I – Authority

The Village Board of the Village of Summit adopts the provisions of this Ordinance pursuant to the authority of § 23.33, § 61.34, and § 349.11(11), Wis. Stats., and Wis. Admin. Code Chapter NR 64, to regulate, control, prevent and enforce certain uses, activities, and operations by persons that may affect all-terrain use and traffic in the Village of Summit, and has the power to designate all-terrain routes and trails by § 23.33, Wis. Stats.

Section II – Regulation of All-Terrain Vehicles (ATV and UTV)

Except as otherwise specifically provided in this Ordinance, the statutory provisions of Wis. Stats. § 23.33, Wis. Stats. § 340, Wis. Admin. Code NR § 64, describing and defining regulations with respect to all-terrain vehicles are adopted and by reference made a part of this Ordinance as if fully set forth herein. Any act required to be performed or prohibited by any statute or administrative code incorporated herein by reference is required or prohibited by this Ordinance. Any future amendments, revisions, or modifications of the statutes of administrative code incorporated herein are intended to be made part of this Code in order to secure uniform statewide regulation of all-terrain vehicles.

Section III – Designation and Authorization of ATV Routes

Except as otherwise specifically provided in Wis. Stats. § 23.33, and subject to the conditions and limitations hereinafter set forth:

- (a) *Designated Routes.* All Village-maintained roads, streets, and highways which are signed in accordance with Wis. Stats. § 23.33(8) and Department of Natural Resources rules, with a speed limit consistent with Subsection V(a)(2) of this Ordinance, will be designated as ATV Routes in accordance with Wis. Stat. § 23.33(8)(b)(2). Village-owned parking lots are also designated as ATV Routes, unless otherwise posted. The following roads are excluded as designated routes within the Village municipal boundaries:
 - (1) N Dousman Road*, from Valley Road (CTH B) to approximately 1,670 feet south of Delafield Road (CTH DR)
 - (2) Mill Road*, from Venice Park Road to Valley Road (CTH B)
**Exclusion due to shared jurisdiction of roadway with another government agency that does not permit ATV/UTV operation on public roadways.*
- (b) *Authorized Routes.* The Village of Summit authorizes the operation of ATVs and UTVs on all county and state highways with a posted speed limit of 35 mph or less within the territorial boundaries of the Village of Summit, as authorized under Wis. Stat. § 23.33(11)(am)(4), except as otherwise posted. The following roads are excluded as authorized routes within the Village municipal boundaries:
 - (1) Valley Road (CTH B)*, from approximately 65 feet west of Mission Road to approximately 365 feet west of N Cedar Ridge Road
 - (2) Valley Road (CTH B), from approximately 250 feet east of N Dousman Rd to approximately 55 feet west of N Silver Lake Drive
 - (3) Valley Road (CTH B)*, from approximately 250 feet west of Saint Andrews Drive to approximately 1,680 feet west of N Silver Lake Road (CTH Z)
 - (4) N Sawyer Road (CTH P), from Pabst Road to Nashotah Road (CTH P)
 - (5) Nashotah Road (CTH P)*, from N Sawyer Rd (CTH P) to approximately 695 feet west of N Sawyer Rd (CTH P)
**Exclusion due to shared jurisdiction of roadway with another government agency that does not permit ATV/UTV operation on public roadways.*
- (c) *Temporary Closure or Suspension of ATV Routes.* The Village Chief of Police, at his or her discretion, shall have the authority to temporarily close or suspend operation of ATVs and UTVs on any road, street, or highway on an ATV Route designated or authorized herein for a period of ninety (90) days or less due to hazard, construction, or emergency conditions.
- (d) *Permanent Closure of ATV Routes.* The Village Board may permanently restrict operation of ATVs and UTVs on any ATV Routes designated or authorized herein at any time, for any reason, through removal of route signage and by providing notice to the public.
- (e) *Review of Ordinance.* The Village Board shall review this ordinance one year after the date of initial adoption. Said review shall include a report from the Public Works Department regarding highway damage. In addition, the Police Department shall give a

report on ATV and UTV violations, crashes, and safety concerns. Periodic reviews may be completed thereafter as deemed necessary by the Village Board.

Section IV – Signage

All ATV Routes shall be signed in accordance with Wis. Stats. § 23.33 and Wis. Admin. Code NR § 64.12(7).

- (a) The Village of Summit Public Works Department shall have the sole responsibility for ATV/UTV signage on Village roads, streets, and highways. The Public Works Department shall coordinate the installation of any signage required on State or County highways with the respective agency that maintains jurisdiction of each segment of highway authorized or designated as an ATV Route.
- (b) ATV clubs shall be responsible for the cost of all required designated route ATV/UTV signage, and shall work with the Village of Summit Public Works Department to ensure that ATV/UTV signage is uniform and in compliance with all applicable state and local regulations.
- (c) All signs shall be in compliance with the most current version of the Wisconsin Manual on Uniform Traffic Control Devices.
- (d) No sign shall be mounted to an existing County sign post unless authorized by the Waukesha County Highway Commissioner or designee.
- (e) No sign shall be mounted to an existing Wisconsin Department of Transportation sign post.
- (f) ATV and UTV operation shall be subject to all provisions of Wis. Stats. § 23.33, which is adopted as part of this ordinance by reference. Pursuant to Wis. Stat. § 23.33(8)(f), no person may do any of the following in regard to signs marking ATV Routes:
 - (1) Intentionally remove, damage, deface, move, or obstruct any uniform all-terrain vehicle route or trail sign or intentionally interfere with the effective operation of any uniform all-terrain vehicle route or trail sign, if the sign is legally placed by the state, any municipality, or any authorized individual.
 - (2) Possess any uniform all-terrain vehicle route or trail sign of the type established by the Department of Natural Resources for the warning, instruction, or information of the public, unless he or she obtained the uniform all-terrain vehicle route or trail sign in a lawful manner. Possession of a uniform all-terrain vehicle route or trail sign creates a rebuttable presumption of illegal possession.

Section V – Operation of All-Terrain Vehicles and Utility Terrain Vehicles on Designated and Authorized ATV Routes

- (a) Conditions and Restrictions on ATV and UTV Operation. The operations of an ATV or UTV on a roadway that is a designated or authorized ATV Route and signed in accordance with Wis. Stat. § 23.33(8)(e) by the Village of Summit shall be subject to all provisions of Wis. Stats. § 23.33, Wis. Stats. § 340, and Wis. Admin. Code NR § 64, which are adopted as part of this ordinance by reference. In addition, the following conditions and restrictions shall apply to all ATV and UTV operators and passengers, as applicable:
 - (1) On all designated and authorized ATV Routes that are roadways shared with

another jurisdiction, the more restrictive Ordinance shall apply.

- (2) ATVs and UTVs shall not be operated at a speed greater than the posted speed limit, except that no ATV or UTV may be operated at a speed greater than 35 miles per hour.
- (3) ATV and UTV operators shall comply with all applicable rules of the road governing motorized vehicles operating on municipal roadways in accordance with Wis. Stats. 23.33, Wis. Admin. Code Chapter NR 64, Wis. Stats. Chapter 346, and all other applicable traffic and parking laws, local ordinances, and Wisconsin Department of Natural Resources regulations.
- (4) No persons under the age of sixteen (16) may operate an ATV or UTV on designated or authorized ATV Routes in the Village.
- (5) All ATV and UTV operators born after January 1, 1988 are required to have an ATV Safety Certificate.
- (6) No person may operate or be a passenger on an ATV or UTV without wearing protective headgear of the type required in Wis. Stat. § 347.485(1)(a) and with the chin strap properly fastened, unless one of the following applies, pursuant to Wis. Stat. 23.33(3g):
 - (i) The person is at least eighteen (18) years of age.
 - (ii) The person is traveling for the purposes of hunting or fishing and is at least twelve (12) years of age.
 - (iii) The ATV or UTV is being operated for an agricultural purpose.
 - (iv) The ATV or UTV is being operated by a person on land under the management and control of the person's immediate family.
 - (v) The person is being transported for medical reasons while under the care of emergency personnel.
 - (vi) The person is an emergency responder who is responding to an emergency that is directly related to the function of a city, town, village, county, state agency, federal agency, federally recognized American Indian tribe, or public safety corporation.
- (7) All ATV and UTV operators shall ride in single file on the extreme right-hand side of the paved portion of the roadway, unless otherwise marked for operation on the shoulder or in the right-of-way. Left turns may be made from any part of the road or highway that is safe given prevailing conditions.
- (8) All ATVs and UTVs shall have fully functional headlights, tail lights, and brake lights while operating on designated or authorized ATV Routes in the Village. Every ATV and UTV operator on any highway must display a lighted headlight and tail lights at all times.
- (9) Approved hand signals are required whenever the operator intends to change direction if the ATV or UTV is not equipped with turn signals.
- (10) No person may drive or operate an ATV or UTV while under the influence of alcohol or a restricted controlled substance, including absolute sobriety by operators under the age of twenty-one (21).

- (11) Open intoxicants are prohibited for ATV and UTV operators or passengers while the ATV or UTV is in operation in the Village.
 - (12) No person shall drive or operate an ATV or UTV on any designated or authorized ATV Route between the hours of 10:00 p.m. and 7:00 a.m.
 - (13) Operation of an ATV or UTV within any municipal park is prohibited, with the exception of designated driving lanes and paved parking areas.
 - (14) Operation of an ATV or UTV on any sidewalk, designated bicycle or pedestrian lane, gravel shoulder, ditch, or other area of any public right-of-way other than on the paved roadway is prohibited, unless specifically designated and posted otherwise by the Village.
 - (15) No person shall leave or allow any ATV or UTV owned or operated by that person to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.
 - (16) A golf cart is not an ATV or UTV. Operation of golf carts on Village roads is prohibited.
- (b) Licensing, Insurance, and Registration.
- (1) *Driver's License.* Persons sixteen (16) years of age or older must possess a valid driver's license to operate an ATV or UTV on a designated or authorized ATV Route in the Village.
 - (2) *Insurance.* No person may operate an ATV or UTV on designated or authorized ATV Routes in the Village unless the owner or operator has in effect a liability insurance policy providing coverage consistent with the liability insurance required for operation of a motorized vehicle by the State of Wisconsin and has in his or her immediate possession proof that he or she is in compliance.
 - (3) *Registration.* All ATVs and UTVs shall be registered for public use in accordance with Wisconsin Department of Natural Resources regulations with proof of registration displayed as required by statute during all times of operation.
- (c) Disturbing the Peace and Nuisance Activities.
- (1) *Exhaust System/Muffler Modifications Prohibited.* Every ATV and UTV shall be equipped, maintained, and operated to prevent excessive or unusual noise in accordance with all applicable provisions in Wis. Stat § 23.33(6m). No person shall operate an ATV or UTV on a designated or authorized ATV Route unless such ATV or UTV is equipped with a muffler or other noise suppression system in good working order and in constant operation. It shall be unlawful to use a muffler cutout, bypass, or similar device on any ATV or UTV in a manner such that noise is emitted by the ATV or UTV increases to a level higher than as originally manufactured.
 - (2) *Radios, Sound Systems, and Electronic Sound Amplification Devices.* ATVs and UTVs equipped with radios, sound systems, or electronic sound amplification devices must be operated at a volume that is limited to within the personal space of the vehicle, unless the electronic sound amplification device is being used to request assistance or to warn against an unsafe condition.

- (3) *Cruising Prohibited.* No ATV or UTV operator shall engage in the practice of cruising on any authorized or designated ATV Route in the Village. Cruising is defined as running all or part of the length of a roadway multiple times per day, back and forth, for any purpose other than departing or arriving at their residence or place of lodging, departing or arriving at a place of business, or departing or arriving at a public boat launch.

Section VI – Enforcement and Penalties

- (a) Pursuant to Wis. Stat. § 23.33(12), any state traffic patrol officer under Wis. Stat. § 110.07(1), inspector under Wis. Stat. § 110.07(3), conservation warden appointed by the Wisconsin Department of Natural Resources under Wis. Stats. § 23.10, county sheriff, or municipal peace officer shall have authority and jurisdiction to enforce this Ordinance.
- (b) No operator of any ATV or UTV may refuse to stop after being requested to do so by a law enforcement officer or a conservation warden.
- (c) Penalties related to violations of this Ordinance as set forth in Wis. Stats. § 23.33(13), are incorporated herein by reference. In addition to, and not to the exclusion or prejudice of such other remedies as described herein and as may be allowed by law, any person or entity violating the provisions of this Ordinance shall be punished as provided in Section 1-7, Chapter 1 – General Provisions of the Summit Village Code.

Section VII – Village Immunity from Liability

- (a) ATV/UTV operation is at the risk of the operator and any passenger(s). In establishing ATV Routes under this Ordinance for recreational use, the Village of Summit intends to utilize the liability and immunity protections provided under Wis. Stats. § 895.52. provided, however, that the Village does not waive any other liability exemption(s) and/or limitation(s) afforded the Village under Wisconsin law.
- (b) Designation of segments of the Village highway system as ATV Routes does not impose upon the Village of Summit Public Works Department a greater duty of care or responsibility for maintenance of those segments than for any other segment of Village highway. Operators of ATVs and UTVs on Village highways assume all the usual and normal risks of ATV and UTV operation.

Section VIII – Village Clerk to Provide Required Notices

Pursuant to Wis. Stat. § 23.33(11)(b), following adoption, the Village Clerk shall provide copies of this Ordinance to the Wisconsin Department of Natural Resources, the Wisconsin State Patrol, and the Waukesha County Sheriff's Office. The Village Clerk shall also provide copies of this Ordinance to the Waukesha County Public Works Department and the Wisconsin Department of Transportation.

Section IX - 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

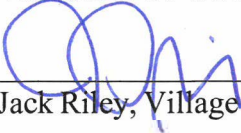
affect the validity of any other provisions, sections or portions thereof of the Ordinance. The remainder of the Ordinance shall remain in full force and effect. Any other ordinances whose terms conflict with the provisions of this Ordinance are hereby repealed as to those terms that conflict.

Section X – Effective Date

This ordinance shall become effective upon its passage and publication/posting.

Dated this 4 day of April, 2024


VILLAGE OF SUMMIT



Jack Riley, Village President



Attest:



Debra J. Michael,
Village Administrator-Clerk/Treasurer

Published and/or posted this 3 day of May, 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: Kamron Nash, P.E., Village Public Works Director

Date: August 2, 2024

Re: Discussion and Action on State Required Five-Year Internal Inspection of Village Hall Sprinkler System

PURPOSE:

To request Village Board approval to complete a required five-year internal inspection on the the Village Hall sprinkler system.

BACKGROUND:

Annually, the Village requests a quote for fire suppression inspection and maintenance services that are included in an annual agreement. When quotes were requested for the 2024 calendar year, Cintas failed to report that the Village's system was due for a five-year internal inspection that the WI DSPS requires. A Cintas technician notified the Village during routine inspections in early May of this requirement and that it was not covered under the existing contract. The total quote received for this work equals \$4,074.29.

Village staff reached out to Cintas to ask if any of the system inspection and testing work that was completed by Mared Mechanical in 2023 after the system failure would satisfy any of the requirements, or if it was possible to delay this work until early 2025 and still meet inspection requirements. Unfortunately, the work completed by Mared would not satisfy the 5-year inspection requirements, and the work must be completed in 2024.

Staff did reach out to two other fire suppression system contractors in our area to request quotes, but a response was not received for either inquiry. The expenditures for this work would be charged to the Village Hall Maintenance and Repair budget account. Depending on the total final expenditures for this account in 2024, the budget may be exceeded with this work. Currently, there is \$2,900 budgeted for Fire Protection Inspection Services, which does not include this work.

RECOMMENDATION:

Village staff recommends that the Village Board authorize the completion of this work by Cintas, as proposed in the quote dated May 1, 2024 for a total of \$4,074.29.

ATTACHMENTS: Cintas Quote No. F36-18811 (dated May 1, 2024)
Email correspondence *RE: F36 19372 Village of Summit (SPRK QUOTE) 05-01-24* (dated May 6 – July 16, 2024)

FISCAL IMPACT: \$4,074.29 total cost to be charged to the Village Hall Maintenance and Repair budget. These costs are unbudgeted for 2024.

RECOMMENDED MOTION: Motion to authorize the completion of the required five-year internal inspection on the Village Hall sprinkler system as proposed by Cintas for a total amount of \$4,074.29 to be charged to the Village Hall Maintenance and Repair budget account.

N 56 W 13605 Silver Spring Drive
 Menomonee Falls, WI 53051
 Proposed by Jennifer Laplante
 Phone: 844-239-5516 Fax: 844-852-3228
LaplanteJ@cintas.com



QUOTE # F36-18811

DELIVERED ON:	5/1/2024
CUSTOMER (#):	19672

CUSTOMER	VILLAGE OF SUMMIT	CONTACT	MAINTENANCE
ADDRESS	37100 DELAFIELD RD	PHONE	262-567-2422
CITY/STATE/ZIP	SUMMIT, WI 53066	EMAIL	DPW@SUMMITVILLAGE.ORG

Cintas Fire Protection is pleased to offer you a quotation to perform work at the above referenced location(s)
 Price estimates will be billed in accordance with existing contract rates. This Proposal is Valid for 10 Days.

Fire Sprinkler System

SCOPE OF WORK

- The owner will be responsible for management of any access requirements we may have.
- We will be performing the required five-year internal inspection on the two-system fire department connection check valves, associated dry system trim check valves, strainers and restricted orifices.
- We will be performing the two required five-year system piping internal exams.
- We will be performing the required five-year pressure gauge replacements.
- We will be performing the two required three-year dry system air test.
- We have included the required lift for the work to be performed.
- It is understood that the balance of the existing system is up to code and in proper working order. If any part of the existing system fails, the repairs will be made as an extra to the contract.
- All work will be in accordance with NFPA #13. No additional insurance requirements have been provided. All material and workmanship will be first quality in all respects in accordance with state and local codes.

NFPA 25: The property owner or designated representative shall correct or repair deficiencies or impairments that are found during the inspection, test, and maintenance required by this standard.

Price excludes electrical work & plumbing unless otherwise stated. If additional time, material, permits, drawings, engineering fees, or outside services are needed to complete the scope of work, additional charges will apply. If work needs to be performed outside of our normal business hours (7:30am-3:30pm) labor will be calculated at time and a half. Price assumes free & clear accessibility to perform required maintenance. Patching of holes and/or painting necessary due to the work is not included. If items are accepted individually, additional charges may be added. Customer responsible to notify tenants. CPVC repairs require a 24 hr. cure time. **Final invoice is subject to change based on materials pricing at the time of purchase from suppliers. Acceptance of this proposal is subject to our full terms and conditions.**

TOTAL QUOTE PRICE:	\$	4,074.29 without tax
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MANUAL SIGNATURE FIELD:

ELECTRONIC SIGNATURE FIELD:

NAME		Signature: Email: dpw@summitvillage.org
SIGNATURE		
PO (#)		
DATE		
		Purchase Order Number (if needed)

Final Invoice is subject to change based on materials pricing at the time of purchase from suppliers

TERMS AND CONDITIONS

1. **Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the relationship between Customer and Cintas with respect to any goods or services that fall within the subject matter of this Agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates.
2. **Subcontractors.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies that have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Agreement.
3. **Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility to identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.
4. **Term; Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees that Cintas may increase the prices for services annually at a percentage rate not to exceed six (6) percent. Customer shall pay the price in effect at the time the service is delivered.
5. **Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.
6. **Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to
(a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or result from ITM.
7. **Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer-authorized labor and parts necessary to perform CINTAS FIRE PROTECTION FIRE PROTECTION SERVICE AGREEMENT Page 2 of 4 Version 10-10-17 such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.
8. **Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in
9. **Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond and/or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular timeframe for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time
10. **Service Charges.** Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services, in addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement
11. **Payment Terms, Late Charges, Credit, and Progress Billing.** Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.
12. **Cancellation.** If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement
13. **Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

14. Inspection. Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.

15. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.

16. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S.) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF CINTAS'S LIABILITY. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

20. Prevailing Wage/Living Wage. Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.

21. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity, quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

23. Notice of Claim. Customer shall give Cintas prompt written notice after discovery of any facts giving rise or potentially giving rise to a claim for loss or damages, including (but not limited to) any potential third-party claim ("Notice of Claim"). Customer shall also give Cintas an opportunity to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. The Notice of Claim shall set forth (1) a brief description of the nature of the claim; (2) the total amount of the actual or estimated loss or damages; and (3) Cintas's right to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. Customer acknowledges that Customer's failure to provide Cintas with opportunity to evaluate the claim and/or inspect the Premises and/or Systems will irrevocably prejudice Cintas's ability to defend against any such claim. Customer's failure to provide a Notice of Claim shall therefore constitute a waiver of said claim and/or Customer's ability to assert or pursue any type of claim relating to the alleged loss or damages.

24. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS

REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

25. **LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

26. **Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

27. **Authority to Execute Agreement.** Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

28. **Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns

29. **Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time

30. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them

31. **Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this

32. **Execution in Counterparts and by Facsimile or Electronically by PDF.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures

33. **Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement

34. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement.

No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

35. **Electronic Signatures; Customer's Acceptance by Allowing Performance.** The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 15-18 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Kamron Nash

From: Wendt, Linda
Sent: Tuesday, July 16, 2024 9:49 AM
To: Kamron Nash
Subject: RE: F36 19672 VILLAGE OF SUMMIT (SPRK QUOTE) 05-01-24

Hi Kamron,

Just let me know when you have the approval and you'll be ready to move forward with this!

Have a great day!

Linda Wendt | Office Manager

Cintas Corporation – Cintas Fire Protection F36
Direct line - | Main Office –
Menomonee Falls, WI 53051



From: Kamron Nash <pwdirector@summitvillage.org>
Sent: Tuesday, July 16, 2024 8:54 AM
To: Wendt, Linda <WendtL@cintas.com>
Subject: RE: F36 19672 VILLAGE OF SUMMIT (SPRK QUOTE) 05-01-24

Hi, Linda.

Yes, thank you. We'll have to make a request for a budget amendment from the Village Board at the August 8th meeting. If they approve, I'll follow up with you on getting this scheduled.

Thank you,

Kamron

From: Wendt, Linda
Sent: Tuesday, July 16, 2024 8:45 AM
To: Kamron Nash <pwdirector@summitvillage.org>
Subject: RE: F36 19672 VILLAGE OF SUMMIT (SPRK QUOTE) 05-01-24

Hi Kamron,

The code allows a 6 month window on either side of the due date for the inspection for it to still be in compliance and not be considered early or late. Does this help?

Thanks!

Linda Wendt | Office Manager

Cintas Corporation – Cintas Fire Protection F36
Direct line - | Main Office -



From: Kamron Nash <pwdirector@summitvillage.org>
Sent: Monday, July 15, 2024 12:13 PM
To: Wendt, Linda
Subject: RE: F36 19672 VILLAGE OF SUMMIT (SPRK QUOTE) 05-01-24

Hi, Linda.

This answers part of my question. The second part was if we would be able to get the work done at the beginning of 2025 and still meet deadlines for the testing. When we requested a quote for annual service work, we were not informed of this requirement and did not budget for it. If I have to get this work completed in 2024, I will have to request special approval from our Village Board to exceed our budget and may need to obtain additional quotes.

Thank you,

Kamron

From: Wendt, Linda
Sent: Monday, July 15, 2024 10:46 AM
To: Kamron Nash <pwdirector@summitvillage.org>
Subject: RE: F36 19672 VILLAGE OF SUMMIT (SPRK QUOTE) 05-01-24

Good Morning Kamron,

Dave has been out of the office recently, but here's the response he gave to me for your inquiry below:

The repairs that were performed would not meet the internal inspection requirements for the 5 year. Each time a system is repaired the contractor must test the affected area and put the system back in service.

Not sure if that answers your questions?

Thanks!

Linda Wendt | Office Manager
Cintas Corporation – Cintas Fire Protection F36
Direct line /ain Office
 | Menomonee Falls, WI 53051



From: Kamron Nash <pwdirector@summitvillage.org>
Sent: Monday, July 8, 2024 9:01 AM
To: Wendt, Linda
Subject: RE: F36 19672 VILLAGE OF SUMMIT (SPRK QUOTE) 05-01-24

Hi, Linda.

I have not heard from anyone regarding this. Can you have Dave reach out to me?

Thank you,

Kamron

From: Wendt, Linda
Sent: Monday, June 17, 2024 5:30 PM
To: Kamron Nash <pwdirector@summitvillage.org>
Subject: RE: F36 19672 VILLAGE OF SUMMIT (SPRK QUOTE) 05-01-24

Hi Kamron,

I just realized that I never responded to your email just before the Memorial Day holiday. I've copied in our sprinkler service manager Dave Lind and he would be able to answer your questions with a better explanation than I could give you.

Dave – please see Kamron's highlighted questions below.

Have a great day!

Linda Wendt | Office Manager
Cintas Corporation – Cintas Fire Protection F36
Direct line · Main Office
· | Menomonee Falls, WI 53051



From: Kamron Nash <pwdirector@summitvillage.org>
Sent: Thursday, May 23, 2024 8:24 AM
To: Wendt, Linda
Subject: FW: F36 19672 VILLAGE OF SUMMIT (SPRK QUOTE) 05-01-24

Hi, Linda.

Please see below. I haven't been successful getting a response, but I may be reaching out to the wrong person. Could you advise?

Thank you,

Kamron

From: Kamron Nash
Sent: Monday, May 20, 2024 1:13 PM
To:
Subject: RE: F36 19672 VILLAGE OF SUMMIT (SPRK QUOTE) 05-01-24

Hi, Jennifer.

Following up on my email from early May. Would you or someone in your office be able to answer these questions?

Thank you!

Kamron

From: Kamron Nash
Sent: Monday, May 6, 2024 8:06 AM
To:
Subject: RE: F36 19672 VILLAGE OF SUMMIT (SPRK QUOTE) 05-01-24

Good morning, Jennifer.

We received a quote for inspection services for 2024 (attached for reference), which included annual inspections and a 3-year full flood trip test that was completed in late April. The technician performing the inspections told us that the 5-year inspections were due (which we were not aware of) and that the additional cost would likely be another \$1,000 - \$2,000 in addition to the costs for the work performed that day. The quote that you are providing is for a much more significant amount than we were anticipating for this year. We generally reach out the year prior for the upcoming year's service quote so that we can adequately budget for that year, and the work included on this proposal was not mentioned.

It is my understanding that the Village recently had a full system inspection and test performed due to a sprinkler system failure that resulted in replacement of several sprinkler heads with new units. **Would any of this work (performed by Mared Mechanical in 2023) satisfy any of the requirements on this proposal?**

Is it possible to delay this work until early 2025 and still meet inspection requirements? If this is not the case, I may have to get additional approvals from our governing body to move forward with the proposed work since it will exceed our budget by a significant amount. If we are able to delay, we can then add sufficient funding to the 2025 budget.

I would appreciate it if you could look into these questions and provide some guidance.

Regards,

Kamron E. Nash, P.E.
Public Works Director
Village of Summit
37100 Delafield Road | Summit, WI 53066
262-567-2757 main | pwdirector@summitvillage.org
<https://summitvillage.org/>
Pronouns: she/her/hers



From: Laplante, Jennifer <
Sent: Wednesday, May 1, 2024 10:19 AM
To: Summit DPW <dpw@summitvillage.org>
Subject: F36 19672 VILLAGE OF SUMMIT (SPRK QUOTE) 05-01-24

Hello,

By way of introduction, my name is Jen and I prepare repair proposals for Cintas Fire Protection.

I have attached a proposal to address the fire system deficiencies found at your location during inspection. You should have received an e-sign request as well. As required by local and national code, these deficiency repairs must be performed for the certification of your system and for the life safety of the occupants. In addition, this protects you from potential liability in the event of a fire emergency.

Please approve and return, via fax or email either version (pdf or e-sign) of the attached proposal for immediate scheduling. If you have any questions please do not hesitate to contact me.

Jennifer Cardoso | Cintas Fire Protection

Phone:

Fax:

[cintas.com](https://www.cintas.com)

Us Army Corporal (Ret)



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Police Dept., 262-567-1134
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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: July 25, 2024

Re: Authorization to make application to the Board of Commissioners of Public Lands, State of Wisconsin, for a Municipal General Obligation Loan in the amount not to exceed \$750,000 with a 5-year term for the purpose of financing the 2024 capital improvements projects

BACKGROUND: The Village has historically used the BCPL to fund capital improvement budgets. The last borrowing was in 2023. Action is needed to begin the process.

ATTACHMENTS: Copy of CIP budget tracking for 2024 YTD, & application form.

FISCAL IMPACT: 5% interest on principal for 2 - 20 years.

MOTION: **Motion to approve the resolution and authorize application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of \$750,000 with a term of 5 years for the purpose of financing 2024 Capital Improvement Projects.**

*****NOTE: A BOARD MEMBER MUST
READ INTO THE RECORD PAGE 4 OF
THE RESOLUTION DOCUMENT.
THEN ROLL CALL VOTE IS TAKEN*****



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MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: August 2, 2024

RE: Resolution for Village Board appointments to the Upper Nemahbin Lake Management District Board of Commissioners

BACKGROUND: The UNLMD requested that the Village Board appointment be done to fill the vacant position left by Sandy Casterline.

Administrator Michael did some research and found that there is a resolution from 1992 that specifically states that it is a requirement that there be an appointment of a representative of the Town (now Village) Board to the Commission.

Attorney Macy has stated that the Village should follow this resolution by appointing a Village Board member, or the Village Board could determine that they would rather follow the State Statute, and in that case would or amend the resolution.

At the June 2024 meeting the Village Board requested that the Resolution be amended.

ATTACHMENTS: New Resolution

FISCAL IMPACT: None

MOTION: To approve Resolution No. 24-466, a Resolution to Amend Resolution #147 entitled "Resolution Establishing Elective Form of Governance" regarding Village Board appointment procedures of Upper Nemahbin Lake Management District.

RESOLUTION NO. 24-466**Resolution to Amend Resolution #147 Entitled “Resolution Establishing Elective Form of Governance” Regarding Village Board Appointment Procedures of Upper Nemahbin Lake Management District**

WHEREAS, the former Town Board of the Town of Summit received on the 27th day of March, 1992, a petition for self-governance by fifty-one (51) signatories of landowners within Upper Nemahbin Lake Management District requesting that the Town Board change the form of governance to self-governance under Wisconsin Statutes Section 33.28; and

WHEREAS, on April 8, 1992, after due deliberation and determination by the former Town Board to be in the best interest of the former Town of Summit, the former Town Board adopted Resolution #147 entitled “Resolution Establishing Elective Form of Governance” related to the form of governance of the Upper Nemahbin Lake Management District pursuant to Wisconsin Statutes Section 33.28; and

WHEREAS, when Resolution #147 was adopted, Wisconsin Statutes Section 33.28(2)(b) required one member of the Town Board be appointed by the Town Board to the Upper Nemahbin Lake Management District Board of Commissioners; and

WHEREAS, the Wisconsin Statutes Section 33.28 has been amended from time to time since the adoption of Resolution #147 and the Village Board of the Village of Summit has determined it to be in the best interest of the Village of Summit to no longer require appointment of a representative from the Village Board but rather to follow the updated statutory procedures of Wisconsin Statutes Section 33.28(2)(b) when appointing a commissioner to the Upper Nemahbin Lake Management District Board of Commissioners.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Village Board of the Village of Summit, Waukesha County, Wisconsin, amends the second recital paragraph of Resolution #147, beginning “Whereas pursuant to Section 33.28, Wis. Stats. . . “to read as follows:

WHEREAS, appointment of Commissioners to the Upper Nemahbin Lake Management District Board of Commissioners shall be completed in the manner described in Wisconsin Statutes Section 33.28, as amended from time to time, including the appointment by the Village Board of the Village of Summit as described in Wisconsin Statutes Section 33.28(2)(b).

IT IS FURTHER RESOLVED that all remaining provisions of Village of Summit Resolution #147, shall continue in full force and effect until otherwise amended, repealed or recreated.

IT IS FURTHER RESOLVED that the several sections of this resolution 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 resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

IT IS FURTHER RESOLVED that this resolution shall take effect immediately upon publication and/or posting as required by law.

This Resolution adopted by the Village Board of the Village of Summit on this 8th day of August, 2024.

VILLAGE OF SUMMIT

Jack Riley, Village President

ATTEST:

Debra J. Michael, Village Administrator-Clerk/Treasurer