



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, October 10, 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*

****The Village Board will return to Open Session following the Executive Session above***

6. 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 Special September 11, 2024 and Regular September 12, 2024
 - B. Payables – September 2024
 - C. Trail Reimbursement request from Neumann Developments - Lake Country Village
7. PLANNING DEPARTMENT
 - A. Update on development of a residential lighting ordinance
 - B. Discussion and action on appointments to Zoning Code Land Use sub-committee
 - C. Discussion and action on a request of Jack Collier, on behalf of Rogers Memorial Hospital, to rezone the following lands from R-2 Country Residential to IN Institutional: 3646 N. Sawyer Road (SUMT0622987), part of 3630 N. Sawyer Road (SUMT0622986), part of 34700 Valley Road (SUMT0622977002), & 34700D Valley Road (SUMT0622982), rezoning a lot located on N. Hickory Lane (SUMT0622014) from R-4 Cottage Residential to IN Institutional. The applicant is also proposing to rezone the following lands from IN Institutional to R-4 Cottage Residential: part of a lot located on N. Hickory Lane (SUMT0622980004). The area of N. Hickory Lane to be vacated will also be zoned to match adjacent zoning and the area to be dedicated as N. Hickory Lane will be removed from any zoning classification
 - D. Discussion and action on a request of Jack Collier, on behalf of Rogers Memorial Hospital, to combine and reconfigure lots by several Certified Survey Maps, including review based on Article X of Chapter 109 Subdivision of Land Ordinance, on property located at 34700 Valley Road (SUMT0622977002), 3646 N. Sawyer Road (SUMT0622987), 3630 N. Sawyer Road (SUMT0622986), 34700D Valley Road (SUMT0622982), SUMT0622980002, SUMT0622979002, and properties on N. Hickory Lane, including SUMT0622980004, SUMT0622978, SUMT0622980005, and SUMT0622014
 - E. Acknowledge amendment to the Village of Dousman’s Regional Water Quality Management Plan, adopted by Southeastern Wisconsin Regional Planning Commission in September of 2023

8. PUBLIC WORKS DEPARTMENT

- A. Monthly Administrative Report
- B. Discussion and action on proposed changes to Clothing Allowance Policy
- C. Discussion and action on DPW Operator job offer parameters
- D. Discussion and action on state required 5-year internal inspection of Village Hall sprinkler system
- E. Discussion and action on 2024 Catch Basin Cleaning Contract
- F. Discussion and action on mowing equipment options for Village Park groundskeeping

9. POLICE DEPARTMENT

- A. Monthly Report

10. WESTERN LAKES FIRE DISTRICT

- A. Monthly Report

11. VILLAGE BOARD

- A. Discussion and action on next meeting date and possible agenda items

12. 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*

13. ROLL CALL VOTE

14. Discussion and action on 2025-2028 Wisconsin Professional Police Association Contract

15. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

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

Next Regular Meeting: November 14, 2024

Posted: October 4, 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
October 10, 2024 Meeting
Prepared by Debbie Michael

Summary of September, 2024 Payables

Paid Check Batches:

\$ Amount	Description
27,175.49	Mid month checks

Total \$ 27,175.49

Batches For Payment:

\$ Amount	Description
199,131.76	August Payables
6,146.47	Credit Card

Total \$ 205,278.23

Total September Payables for Approval: \$ 232,453.72

Approved by the Summit Village Board on this the 10th day of October, 2024

Engineering	\$	13,038.93
Village		5,848.51
Billed		7,190.42
Planning		8,370.00
Planner		3,090.00
Shoreland		3,060.00
Billed		2,220.00
Legal	\$	5,364.00
Village		4,343.80
Billed		1,020.20

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Reprint Check Register - Full Report - ALL

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WSB CHECKING

ALL Checks

Posted From: 9/16/2024 From Account:
Thru: 10/04/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
408387	9/26/2024	CITY OF DELAFIELD POLICE DEPARTMENT	
VOID CK 408387 WRONG AMOUNT			Manual Check
100-00-52104-000-000		POLICE GRANT POOL PYMNT	-608.92
		SEATBELT GRANT	
		APRIL 2024 SB	
Total			-608.92
408392	9/26/2024	CITY OF DELAFIELD POLICE DEPARTMENT	
SEATBELT GRANT APRIL 2024			
100-00-52104-000-000		POLICE GRANT POOL PYMNT	625.77
		SEATBELT GRANT APRIL 2024	
		APRIL 2024	
Total			625.77
408393	9/26/2024	EH WOLF & SONS INC	
268.8 GAL DIESEL			
100-00-53300-250-000		PUBLIC WORKS FUEL	837.34
		268.8 GAL DIESEL	
		857706	
100-00-52100-250-000		POLICE FUEL	1,155.47
		463.9 GAL GAS	
		925512	
100-00-53300-250-000		PUBLIC WORKS FUEL	582.64
		213.8 GAL DIESEL	
		940514	
Total			2,575.45
AUG24WRS	9/30/2024	EMPLOYEE TRUST FUNDS - RETIREMENT	
WRS AUG-GEN		Manual Check	
100-00-53300-131-000		PUBLIC WORKS WRS	3,273.93
		WRS AUG-GEN	
		AUG 2024	
100-00-51422-131-000		VILLAGE OFFICE WRS	585.66
		WRS AUG - GEN	
		AUG 2024	
100-00-52100-131-000		POLICE WRS	574.30
		WRS AUG - GEN	
		AUG 2024	
100-00-51420-131-000		ADMIN C/T WRS	1,345.36
		WRS AUG - GEN	
		AUG 2024	
100-00-52100-131-000		POLICE WRS	18,803.94
		WRS AUG - PROT W/SS	
		AUG 2024	
Total			24,583.19
Grand Total			27,175.49

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WSB CHECKING

ALL Checks

Posted From: 9/16/2024 From Account:
Thru: 10/04/2024 Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND

27,175.49

Total Expenditure from all Funds

27,175.49

Dated From: 10/11/2024 From Account:
 Thru: 10/11/2024 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	10/11/2024	10-33 VEHICLE SERVICES LLC	
		RADAR CABLE	
100-00-52100-390-000		POLICE EXPENSE	115.50
		RADAR CABLE 3445	
Total			115.50
	10/11/2024	BUELOW VETTER BUIKEMA OLSON & VLIET LLC	
		401A PLAN AMENDMENTS	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	340.00
		401A PLAN AMENDMENTS 82	
Total			340.00
	10/11/2024	CATALIS LLC	
		OCT CONTRACT	
100-00-51530-290-000		ASSESSOR O/S SERVICES	4,050.00
		OCT CONTRACT INV308328040	
Total			4,050.00
	10/11/2024	CITY OF DELAFIELD POLICE DEPARTMENT	
		SEAT BELT GRANT	
100-00-52104-000-000		POLICE GRANT POOL PYMNT	623.83
		SEAT BELT GRANT JULY 2024	
100-00-52104-000-000		POLICE GRANT POOL PYMNT	637.66
		SEAT BELT GRANT AUG 2024	
Total			1,261.49
	10/11/2024	CITY OF OCONOMOWOC POLICE DEPARTMENT	
		SEAT BELT GRANT	
100-00-52104-000-000		POLICE GRANT POOL PYMNT	613.81
		SEAT BELT GRANT JUL 2024	
100-00-52104-000-000		POLICE GRANT POOL PYMNT	906.15
		SEAT BELT GRANT AUG 2024	
Total			1,519.96
	10/11/2024	COREY OIL LTD	
		DEF 1 CASE	
100-00-53300-250-000		PUBLIC WORKS FUEL	143.28
		DEF 1 CASE 568178	
Total			143.28

Dated From: 10/11/2024 From Account:
 Thru: 10/11/2024 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	10/11/2024	CREATIVE IMAGING PRODUCTS LLC	
	COPIES 6/12 - 9/19		
100-00-51600-390-000		VILLAGE HALL EXPENSE	446.50
	COPIES 6/12 - 9/19	6469MA	
		Total	446.50
	10/11/2024	DECKER SUPPLY CO INC	
	TRAFFIC SIGNS		
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	654.75
	TRAFFIC SIGNS	929907	
		Total	654.75
	10/11/2024	DIVERSIFIED BENEFIT SERVICES INC	
	SEPT FSA ADMIN		
100-00-51600-210-000		VILLAGE HALL 3RD PARTY ADMIN	95.00
	SEPT FSA ADMIN	420893	
		Total	95.00
	10/11/2024	EH WOLF & SONS INC	
	HOSE, SPOUT & LABOR/TRAVEL TIME		
100-00-53300-250-000		PUBLIC WORKS FUEL	461.50
	HOSE, SPOUT & LABOR/TRAVEL TIME	432664	
100-00-52100-250-000		POLICE FUEL	1,075.48
	415.2 GAL GAS	940504	
		Total	1,536.98
	10/11/2024	EHLERS	
	CONTINUING DISCLOSURE REPORTING		
100-00-51510-000-000		ACCOUNTING & AUDITING O/S SERV	3,150.00
	CONTINUING DISCLOSURE REPORTING	99096	
		Total	3,150.00
	10/11/2024	GFL ENVIRONMENTAL	
	AUG 2024 2293 HH		
100-00-53620-000-000		GARBAGE & RECYCLING	43,052.35
	AUG 2024 2293 HH	217635	
		Total	43,052.35
	10/11/2024	GLOBE LIFE	
	SUPPLEMENTAL INS		

Dated From: 10/11/2024 From Account:
 Thru: 10/11/2024 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-21530-000-000		INSURANCE PAYABLE	553.67
		SUPPLEMENTAL INS	
		OCT 2024 31354	
		Total	553.67
	10/11/2024	ITU ABSORB TECH INC	
		UNIFORMS	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	4.76
		UNIFORMS	8411577
100-00-53300-390-000		PUBLIC WORKS EXPENSE	9.52
		UNIFORMS	8400050
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	17.72
		MATS/TOWELS	8400050
100-00-53300-390-000		PUBLIC WORKS EXPENSE	9.52
		UNIFORMS	8403936
100-00-53300-390-000		PUBLIC WORKS EXPENSE	6.11
		UNIFORMS	8407814
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	116.29
		MATS/TOWELS/MOPS	8407814
		Total	163.92
	10/11/2024	JOHNSON'S NURSERY LLC	
		SEPT 21 YARDWASTE	
100-00-53620-000-000		GARBAGE & RECYCLING	288.00
		SEPT 21 YARDWASTE	09245200
		Total	288.00
	10/11/2024	KAMRON NASH	
		PARKING AT APWA PWX CONFERENCE	
100-00-53300-321-000		PUBLIC WORKS DUES & TRAINING	68.00
		PARKING AT APWA PWX CONFERENCE	73/946/95/2
100-00-53300-321-000		PUBLIC WORKS DUES & TRAINING	818.10
		HOTEL ROOM APWA PWX CONF	0731
		Total	886.10
	10/11/2024	KONTNEY COMPUTER GROUP	
		NEW EMAIL KEN PETERS	
100-00-52100-390-000		POLICE EXPENSE	75.00
		NEW EMAIL KEN PETERS	25475

Dated From: 10/11/2024 From Account:
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Voucher Nbr	Check Date	Payee	Amount
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	549.00
		POWER SUPPLY UPS 25437	
Total			624.00
10/11/2024 LANGE ENTERPRISES INC			
ADDRESS SIGNS			
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	116.10
		ADDRESS SIGNS 88943	
Total			116.10
10/11/2024 MANDER GLASS			
2022 FORD EXPLORER WINDSHIELD			
100-00-52100-260-000		POLICE SQUAD REP & MAINT	455.00
		2022 FORD EXPLORER WINDSHIELD WO M0011065	
Total			455.00
10/11/2024 MUNICIPAL INSPECTORS LLC			
AUG PERMITS			
100-00-52400-290-000		BUILDING INSPECT O/S SERVICES	85,293.00
		AUG PERMITS AUG 2024	
Total			85,293.00
10/11/2024 MUNICIPAL LAW & LITIGATION GROUP SC			
HOGG ALLEY			
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	120.00
		HOGG ALLEY 13019	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		LCCA 13019	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	198.00
		RAABE 13019	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	189.60
		LANG/PEC 13019	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	1,933.80
		LEGAL AUG/SEPT 13019	
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	2,070.00
		TRAFFIC 13019	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	103.20
		LEGALBO 13019	

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Voucher Nbr	Check Date	Payee	Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	181.20
		TRINITY/LANG 13019	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	168.20
		DETACHMENT DOUSMAN 13019	
		Total	5,024.00

10/11/2024 OCD CLEANERS LLC
PAPER TOWEL/TOILET PAPER/HANDSOAP

100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	177.00
		PAPER TOWEL/TOILET PAPER/HANDSOAP 3555	
		Total	177.00

10/11/2024 PLANNING & ZONING LLC
SEPT 2024 PLANNER SERVICES

100-00-56301-290-000		VILLAGE PLANNER O/S SERVICES	3,090.00
		SEPT 2024 PLANNER SERVICES 63	
100-00-56401-290-000		SHORELAND ZONING ADMIN O/S SVC	3,060.00
		SEPT 24 SHORELAND SERVICES 61	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	300.00
		LCCA 63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	180.00
		HOGG ALLEY 63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	240.00
		ROGERS MEMORIAL 63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	150.00
		LEGALBO 63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	150.00
		TRINITY HILLS/LANG 63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00
		LOFTON CU 63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00
		RAABE CSM/REZONE 63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	120.00
		FAITH BAPTIST 63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		LOEPFE 63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		PANGA 63	

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Voucher Nbr	Check Date	Payee	Amount
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	330.00
ABET		63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	360.00
LURVEY SUBDIVISION		63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	120.00
STANDARD SHOP		63	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	90.00
LANG PEC		63	
Total			8,370.00

10/11/2024 RAY O'HERRON

45 AMMO

100-00-52100-312-000	POLICE TRAINING & SUPPLY	474.00
45 AMMO	2364249	
Total		474.00

10/11/2024 ROBB BRINKMANN CONSTRUCTION INC

2.8 YDS TOPSOIL

100-00-54910-390-000	CEMETERY EXPENSE	84.00
2.8 YDS TOPSOIL	27516	
100-00-54910-390-000	CEMETERY EXPENSE	30.00
1 YD TOPSOIL	27327	
Total		114.00

10/11/2024 SECURIAN LIFE INSURANCE COMPANY

ACCIDENT INS

100-00-21530-000-000	INSURANCE PAYABLE	14.36
ACCIDENT INS	76038 OCT 2024	
Total		14.36

10/11/2024 SHORT ELLIOTT HENDRICKSON INC

2024 ROAD PAVING PROGRAM

100-00-57400-000-000	CAPITAL PURCHASE	1,732.51
2024 ROAD PAVING PROGRAM	474303	
100-00-57400-000-000	CAPITAL PURCHASE	1,361.92
2024 ANNUAL PAVING VENICE BEACH RD	474302	
100-00-53101-000-000	ENGINEERING O/S SERVICES	2,522.83
ON CALL ENGINEERING	474407	

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Voucher Nbr	Check Date	Payee	Amount
100-00-53300-345-000		PUBLIC WORKS MS4	231.25
		MSG ENGINEERING 474407	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,528.75
		HOGG ALLEY 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	138.75
		LAKE COUNTRY VILLAGE 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	160.05
		WHITESTONE 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	246.70
		DAVIDSON 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,762.50
		ROGERS 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	156.70
		MILLER EC 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,590.72
		LCCA 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	508.75
		STEPANIUK 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	403.75
		KEMP 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	126.25
		STANEK 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	133.75
		RAABE CSM 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	283.75
		LANG GOLF COURSE 474308	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	150.00
		LANG/SPHEERIS PEC 474308	
		Total	13,038.93

10/11/2024 SIRCHIE ACQUISITION COMPANY LLC
 NARK2005

100-00-52100-390-000	POLICE EXPENSE	78.75
	NARK2005 0661824-IN	
	Total	78.75

10/11/2024 STANDARD INSURANCE COMPANY RC
 STD LTD INS

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Dated From: 10/11/2024

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Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-52100-132-000		POLICE INSURANCE	760.53
STD LTD INS	OCT 2024		
100-00-53300-132-000		PUBLIC WORKS INSURANCE	178.42
LTD STD INS	OCT 2024		
100-00-51422-132-000		VILLAGE OFFICE INSURANCE	31.93
STD LTD INS	OCT 2024		
100-00-51420-132-000		ADMIN C/T INSURANCE	83.49
STD LTD INS	OCT 2024		
		Total	1,054.37
10/11/2024 STRAND ASSOCIATES INC			
STEWARDSHIP GRANT FUND DOUSMAN RD TRAIL			
100-00-57400-000-000		CAPITAL PURCHASE	8,450.87
STEWARDSHIP GRANT FUND DOUSMAN RD TRAIL	0215160		
100-00-57400-000-000		CAPITAL PURCHASE	857.66
TAP REIMB DOUSMAN ROAD TRAIL	0215160		
100-00-57400-000-000		CAPITAL PURCHASE	6,441.43
STEWARDSHIP GRANT FUNDS DOUSMAN RD TRAIL	0214225		
		Total	15,749.96
10/11/2024 SUNSET SEPTIC SERVICES			
PUMP 2 TANKS AT VILLAGE PARK			
100-00-55200-390-000		RECREATION EXPENSE	425.00
PUMP 2 TANKS AT VILLAGE PARK	I20384		
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	370.00
PUMP 2 TANKS DPW	I20383		
		Total	795.00
10/11/2024 TIM'S AUTO PARTS			
EQUIP MAINT SUPPLIES			
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	153.97
EQUIP MAINT SUPPLIES	11557-790116		
		Total	153.97
10/11/2024 TOP PACK DEFENSE			
BUTINA CLOTHING			
100-00-52100-313-000		POLICE CLOTHING ALLOW	260.93
BUTINA CLOTHING	14133		
		Total	260.93

Dated From: 10/11/2024 From Account:
 Thru: 10/11/2024 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	10/11/2024	VILLAGE OF DOUSMAN	
	MAY - SEPT 2024		
100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	4,441.04
	MAY - SEPT 2024	CITATIONS	
Total			4,441.04
	10/11/2024	VILLAGE OF HARTLAND POLICE DEPARTMENT	
	SEAT BELT GRANT		
100-00-52104-000-000		POLICE GRANT POOL PYMNT	335.84
	SEAT BELT GRANT	JULY 2024	
Total			335.84
	10/11/2024	VILLAGE OF OCONOMOWOC LAKE POLICE DEPT	
	SEAT BELT GRANT		
100-00-52104-000-000		POLICE GRANT POOL PYMNT	736.99
	SEAT BELT GRANT	JULY 2024	
100-00-52104-000-000		POLICE GRANT POOL PYMNT	342.20
	SEAT BELT GRANT	AUG 2024	
Total			1,079.19
	10/11/2024	WAUKESHA COUNTY TREASURER	
	PATROL TRUCK LABOR & PARTS		
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	685.74
	PATROL TRUCK LABOR & PARTS	2024-40030053	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	531.98
	PICK UP TRUCK LABOR & PARTS	2024-40030052	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	892.34
	PATROL TRUCK LABOR & PARTS	2024-40030051	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	705.54
	PATROL TRUCK LABOR & PARTS	2024-40030050	
Total			2,815.60
	10/11/2024	WI DEPARTMENT OF TRANSPORTATION	
	DELAFIELD RD BRIDGE REPL FUND		
100-00-57350-000-000		EQUIP REPL - DR BRIDGE	5.22
	DELAFIELD RD BRIDGE REPL FUND	395-0000366485	
Total			5.22
	10/11/2024	WISCONSIN PROFESSIONAL POLICE ASSOCIATION INC	
	OCT PAC 8		

Dated From: 10/11/2024 From Account:
Thru: 10/11/2024 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-21550-000-000		UNION DUES	2.00
	OCT PAC 8	21909	
100-00-21550-000-000		UNION DUES	354.00
	OCT LEER 8	22566	
100-00-21550-000-000		UNION DUES	48.00
	OCT ELPP 8	119393E	
		Total	404.00
		Grand Total	199,131.76

10/04/2024 9:35 AM

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

Page: 11
ACCT

Dated From: 10/11/2024 From Account:
Thru: 10/11/2024 Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	199,131.76
Total Expenditure from all Funds	199,131.76

VILLAGE OF SUMMIT
US BANK CREDIT CARD
Prepared for 10/10/2024
VB

Description	G/L Acct	\$\$\$	25-Sep-24											
Customer AR	131001-000	16.49	16.49											
VB Dues/Training	51100-321	-												
Village Brd Exp	51100-390	-												
Elections	51440-390	-												
VO Dues/Training	51422-321	-												
BOR Exp	51531-390	-												
VH Utility	51600-220	729.82	79.98	134.84	515.00									
VH Maint/Rep	51600-240	131.46	87.10	44.36										
VH Lease/Rental Equip	51600-291	-												
VH IT Subscriptions	51600-320	152.00	152.00											
VH Exp	51600-390	64.02	64.02											
Police Sqd Maint/Rep	52100-260	-												
Police Dispatch/Radio	52100-270	42.57	42.57											
Police Training & Supp	52100-312	2,236.00	2,000.00	40.00	196.00									
Police Cloth Allow	52100-313	259.27	168.99	90.28										
Police Exp	52100-390	670.62	19.98	66.73	46.01	128.00	409.90							
Water Pat Exp	52101-390	-												
Comm Outreach	52105-390	38.62	38.62											
BI Supplies	52402-000	367.30	367.30											
Capitol Purchase	57400-000	-												
PWX Conference	53300-321	466.93	300.00	166.93										
PW Equip Maint	53300-350	-												
PW Road Maint	53300-370	-												
PW Exp	53300-390	971.37	156.38	615.99	199.00									
Cemetery Exp	54910-390	-												
Recreation Exp	55200-390	-												
Total		6,146.47												
			Total from CC Statement:		6,146.47									
			Total from above		6,146.47									
			Difference		0.00									



U.S. BANK
P.O. BOX 6343
FARGO ND 58125-6343

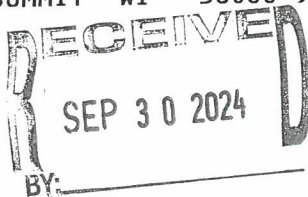


ACCOUNT NUMBER 4
STATEMENT DATE 09-25-2024
AMOUNT DUE \$6,146.47
NEW BALANCE \$6,146.47
PAYMENT DUE ON RECEIPT



00001569701 SP 106481139977193 P
VILLAGE OF SUMMIT

5100 DELAFIELD RD
SUMMIT WI 53066-9101



AMOUNT ENCLOSED
\$ 6146.47

Please make check payable to
U.S. BANK

U.S. BANK
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

4485 5945 5564 7146	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	= New Balance
Company Total	\$2,893.47	\$6,146.47	\$0.00	\$0.00	\$0.00	\$0.00	\$2,893.47	\$6,146.47

CORPORATE ACCOUNT ACTIVITY

VILLAGE OF SUMMIT

TOTAL CORPORATE ACTIVITY
\$2,893.47 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-16	09-16		AUTO PAYMENT DEDUCTION	2,893.47 CR

NEW ACTIVITY

MICHAEL J HARTERT CREDITS \$0.00 PURCHASES \$2,837.18 CASH ADV \$0.00 TOTAL ACTIVITY \$2,837.18

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-30	08-29	24717054243152434604077	DOJ WS2 EVA EPAY SALE FEE 608-2669653 WI	312 < 2,000.00
08-30	08-29	24717054243152434604200	DOJ WS2 EVA EPAY SRV FEE 608-2669653 WI	390 40.00
09-02	09-01	24011344245000044715948	AMAZON MARK* RK1222Q61 HTTPSAMAZON.C WA	390 38.62
09-05	09-04	24692164248103422693961	AMAZON.COM*ZT7R60T91 AMZN.COM/BILL WA	270 42.57
09-09	09-06	24011344251000047708206	N-EAR HTTPSNEAR.COM FL	313 168.99
09-12	09-11	24204294255001763303099	DRI*CRASHPLAN 952-9084089 MN	390 19.98

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

STATEMENT DATE

09/25/24

DISPUTED AMOUNT

.00

ACCOUNT SUMMARY

PREVIOUS BALANCE	2,893.47
PURCHASES & OTHER CHARGES	6,146.47
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	2,893.47
ACCOUNT BALANCE	6,146.47

SEND BILLING INQUIRIES TO:

U.S. BANK
P.O. Box 6335
Fargo, ND 58125-6335

AMOUNT DUE

6,146.47



Company Name: VILLAGE OF SUMMIT
Corporate Account Number:
Statement Date: 09-25-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	52100-	Amount
09-16	09-13	24692164257100348318887	AMAZON.COM*KL8TO7A83 AMZN.COM/BILL WA	313	90.28
09-16	09-16	24692164260102940019595	AMAZON MKTPL*T64337UC3 AMZN.COM/BILL WA	390	66.73
09-23	09-20	24692164264106639142986	AMAZON MKTPL*146847CG3 AMZN.COM/BILL WA	" "	46.01
09-24	09-24	24204294268001200479093	MSFT * E0400TJ5S1 800-6427676 WA	" "	128.00
09-25	09-23	24325454268900019477871	KALAHARI RESORT - WI WISCONSIN DEL WI RR6JRFHNZ ARRIVAL: 09-23-24	312	196.00

DEPT OF PUBLIC WORKS	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$1,586.25	\$0.00	\$1,586.25

Post Date	Tran Date	Reference Number	Transaction Description	51600-	Amount
08-29	08-28	24692164241100457338386	AMZN MKTP US*RK4EU2LZ0 AMZN.COM/BILL WA	240	87.10
08-30	08-29	24011344242000088763377	AVASFLOWERS.NET WWW.AVASFLOWE DE	53300-390	156.38
09-03	09-02	24011344246000054794618	AMAZON MARK* RK3O37KK0 HTTPSAMAZON.C WA	240	44.36
09-11	09-09	24323004254036885068873	TRIEBOLD OUTDOOR POWER L WHITEWATER WI	53300-390	615.99
09-19	09-18	24000774263000003966753	APWA WISCONSIN CHAPTER WISCONSIN.APW WI	321	300.00
09-19	09-18	24064664263000001834942	NEOGOV HTTPSWWW.NEOG CA	53300-390	199.00
09-20	09-18	24906044263041600003239	BLUE HARBOR ADV DEP SHEBOYGAN WI 2000049999 ARRIVAL: 09-17-24	53300-321	166.93
09-25	09-24	24692164268109969808917	AMZN MKTP US*OH0107YW3 AMZN.COM/BILL WA	13101 cemetery	16.49

VILLAGE OF SUMMIT	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$1,313.14	\$0.00	\$1,313.14

Post Date	Tran Date	Reference Number	Transaction Description	51600-	Amount
09-02	09-01	24204294245000601877051	MSFT * E0800TEIOK 800-6427676 WA	320	152.00
09-09	09-06	24692164250104749091678	SPECTRUM 855-707-7328 MO	220	79.98
09-09	09-06	24692164250104749093922	SPECTRUM 855-707-7328 MO	" "	134.84
09-09	09-06	24692164250104749104604	SPECTRUM 855-707-7328 MO	" "	515.00
09-12	09-11	24639234255900017200038	COMPLETE OFFICE OF W 206-3365175 WI	390	64.02
09-23	09-20	24717054265162654190940	DOA E PAY DOC SALES 800-3627253 WI	52402	367.30

BRIAN M WRAALSTAD	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$409.90	\$0.00	\$409.90

Post Date	Tran Date	Reference Number	Transaction Description	52100-	Amount
09-05	09-04	24789304248272400091971	WISEMEN TRADING AND SUPPL 256-7298868 AL	390	409.90

Department: 00000 Total: \$6,146.47
Division: 00000 Total: \$6,146.47



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
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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: October 4, 2024

Re: CONSENT AGENDA: Trail System Reimbursement Request – 3rd Quarter 2024

BACKGROUND: A Trail System Reimbursement Agreement was developed between Lake Country Village, LLC and the Village in April, 2017 to address the trail system and amenities for both Interlaken Village & Lake Country Village Subdivisions. The Village has been collecting and tracking Park Impact Fees for these new homes. In coordination with Kevin Anderson, Administrator Michael has provided records of payments received and those were used to calculate up to 50% request for reimbursement. DPW has checked to confirm that the trails have been installed.

ATTACHMENTS: Request from Neumann

FISCAL IMPACT: Return of maximum of 50% of Park Impact Fees collected of which funds were spent on the Trail System for both Interlaken Village and Lake Country Village. There is only 1 remaining lot that hasn't requested a building permit yet.

Staff recommends approval authorizing Village Clerk to pay Lake Country Village, LLC. The amount of \$2,197 per the submitted Trail System Reimbursement Request dated September 23, 2024 as part of approval of CONSENT AGENDA.



September 23, 2024

Debbie Michael
Village Administrator
Village of Summit
37100 Delafield Road
Summit, WI 53066

RE: Trail System Reimbursement Request
3rd Quarter 2024

Dear Debbie,

Neumann Developments is submitting this request, on behalf of Lake Country Village, LLC, for a reimbursement of costs incurred for the construction of the Trail System for Lake Country Village. The Lake Country Village Trail System Reimbursement Agreement, dated April 06, 2017, allows for quarterly requests of reimbursement for completed Phases of the project.

As such, we are requesting a partial reimbursement for costs incurred in the construction of the Trail System for the project based on the attached outline of costs and collected Park Fees thru September 23, 2024. The amount being requested for reimbursement is \$2,197.00. Note that as of this request, there is only (1) remaining lot in the subdivision that is pending requesting a building permit. That is Lot #116 in Phase 4 of the project. This lot is owned by a private party (not a builder) so we do not know if/when this lot will request a building permit.

The attached spreadsheet will be updated quarterly showing any completed Phases of the Trail System along with the collected Park Fees, prior reimbursements and amount available for reimbursement. If any additional information is required, please feel free to contact me.

Note that reimbursement checks should be addressed to Lake Country Village, LLC c/o Neumann Developments at the address shown below.

Sincerely,

Neumann Developments

Kevin Anderson
Project Manager



**Lake Country Village
Trail System Reimbursement Recap
Thru September 30, 2023**

Developer's Costs Recap	Quantity	Units	Cost	Total	Prior Completed	Current Completed	Balance to Finish
Phase 1:							
Interlaken Village							
Excavate Walking Pathways	10,440	SF	\$ 0.36	\$ 3,758.40	\$ 3,758.40	\$ -	\$ -
Crushed Stone and Asphalt	10,440	SF	\$ 3.33	\$ 34,800.00	\$ 34,800.00	\$ -	\$ -
Stabilization - Seed/Mulch	870	SY	\$ 0.50	\$ 435.00	\$ 435.00	\$ -	\$ -
Lake Country Village							
Excavate Walking Pathways	21,870	SF	\$ 0.42	\$ 9,185.40	\$ 9,185.40	\$ -	\$ -
3" Thick Asphalt Pathways	21,870	SF	\$ 2.45	\$ 53,581.50	\$ 53,581.50	\$ -	\$ -
Painted Cross Walks	1	LS	\$ 6,650.00	\$ 6,650.00	\$ 6,650.00	\$ -	\$ -
Stabilization - Seed/Mulch	1,842	SY	\$ 0.50	\$ 921.00	\$ 921.00	\$ -	\$ -
Phase 2 - Lake Country Village							
Excavate Walking Pathways	54,700	SF	\$ 0.0417	\$ 2,280.99	\$ 2,280.99	\$ -	\$ -
3" Thick Asphalt Pathways	50,000	SF	\$ 2.30	\$ 115,000.00	\$ 115,000.00	\$ -	\$ -
4" Thick Asphalt Pathways	4,700	SF	\$ 2.90	\$ 13,630.00	\$ 13,630.00	\$ -	\$ -
Painted Cross Walks	1	LS	\$ 4,250.00	\$ 4,250.00	\$ 4,250.00	\$ -	\$ -
Stabilization - Seed/Mulch	4,558	SY	\$ 0.60	\$ 2,734.80	\$ 2,734.80	\$ -	\$ -
Phase 3 - Lake Country Village							
Excavate Walking Pathways	21,350	SF	\$ 0.5900	\$ 12,596.50	\$ 12,596.50	\$ -	\$ -
3" Thick Asphalt Pathways	19,250	SF	\$ 3.60	\$ 69,300.00	\$ 69,300.00	\$ -	\$ -
4" Thick Asphalt Pathways	21,000	SF	\$ 4.90	\$ 102,900.00	\$ 102,900.00	\$ -	\$ -
Painted Cross Walks	1	LS	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ -	\$ -
Stabilization - Seed/Mulch	1,882	SY	\$ 0.70	\$ 1,317.40	\$ 1,317.40	\$ -	\$ -
Phase 4 - Lake Country Village							
Excavate Walking Pathways	5,125	SF	\$ 0.9000	\$ 4,612.50	\$ 4,612.50	\$ -	\$ -
3" Thick Asphalt Pathways	5,125	SF	\$ 3.90	\$ 19,987.50	\$ 19,987.50	\$ -	\$ -
Painted Cross Walks	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -
Stabilization - Seed/Mulch	535	SY	\$ 0.63	\$ 337.05	\$ 337.05	\$ -	\$ -
Total Developer Cost Recap				\$ 465,578.04	\$ 465,578.04	\$ -	\$ -

** NOTE: Phase 5 & 6 Trail System Costs are not included

Park Fees Collected

Village Park Fee Recap	# Permits Issued	Total # Units	Lots this Qtr	Total	50% of Park Fee	Prior Amount Reimbursed	Available for Reimbursement
Interlaken Phase 1 & 2							
Interlaken Ph.1	12	12	0	\$ 26,204.70	\$ 13,102.35	\$ 13,102.35	\$ -
Interlaken Ph.2	14	14	1	\$ 30,758.00	\$ 15,379.00	\$ 14,280.50	\$ 1,098.50
LCV Phase 1							
Lake Country Village	67	67	0	\$ 144,411.25	\$ 72,205.63	\$ 72,205.62	\$ -
LCV Phase 2							
Lake Country Village	52	53	0	\$ 114,244.00	\$ 57,122.00	\$ 57,122.00	\$ -
LCV Phase 3							
Lake Country Village	47	47	0	\$ 103,259.00	\$ 51,629.50	\$ 51,629.50	\$ -
LCV Phase 4							
Lake Country Village	58	58	1	\$ 127,426.00	\$ 63,713.00	\$ 62,614.50	\$ 1,098.50
LCV Phase 5							
Lake Country Village	30	30	0	\$ 65,910.00	\$ 32,955.00	\$ 32,955.00	\$ -
LCV Phase 6							
Lake Country Village	50	50	0	\$ 109,850.00	\$ 54,925.00	\$ 54,925.00	\$ -
Total Park Fee Recap	330	331	2	\$ 722,062.95	\$ 361,031.48	\$ 358,834.47	\$ 2,197.00

Total Costs of Completed Trail Systems:	\$ 465,578.04
Prior Reimbursements:	\$ 298,416.97
Costs Available for Reimbursement:	\$ 167,161.07

Collected Fees Available for Reimbursement: \$ 2,197.00



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
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Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Date: October 10, 2024

Re: **Zoning Map Amendment – Rogers Memorial Hospital**

BACKGROUND:

See 9/19/2024 Plan Commission Staff Report. At the September meeting, Plan Commission unanimously recommended Village Board approve the amendments to the Zoning Map of the Village of Summit Zoning Ordinance as provided in the 9/19/2024 Plan Commission Staff Report. There were no public comments during the public hearing.

The Village Board will be considering a series of Certified Survey Maps as a separate agenda item that are proposed in conjunction with this rezone request. The Village Board previously approved a road vacation and relocation of N. Hickory Lane in 2020. The legal documents were never recorded. This rezone amendment will not be effective until such time the CSM's and road vacation documents are properly recorded.

ATTACHMENTS:

- 9/19/2024 Plan Commission Staff Report
- Draft Ordinance w/ Legal Description Exhibits

FISCAL IMPACT: None.

RECOMMENDED MOTION:

Adopt the enclosed ordinance to amend the Zoning Map of the Village of Summit Zoning and Shoreland Protection specific to rezoning the following lands from R-2 Country Residential to IN Institutional: 3646 N. Sawyer Road (SUMT0622987), part of 3630 N. Sawyer Road (SUMT0622986), part of 34700 Valley Road (SUMT0622977002), & 34700D Valley Road (SUMT0622982), & rezoning a lot located on N. Hickory Lane (SUMT0622014) from R-4 Cottage Residential to IN Institutional. The recommended amendment also rezones part of a lot located on N. Hickory Lane (SUMT0622980004) from IN Institutional to R-4 Cottage Residential. The area of N. Hickory Lane to be vacated will also be zoned to match adjacent zoning and the area to be dedicated as N. Hickory Lane will be removed from any zoning classification. The recommended zoning amendment is subject to the following condition:

Rogers Rezone

- 1. This rezone is not effective until the three Certified Survey Maps presented by Rogers Memorial Hospital at the same meetings as the rezone and the legal documents for the road vacation of N. Hickory Lane are reviewed and approved by the Village of Summit and recorded by Waukesha County Register of Deeds.**

ZONING DISTRICT AMENDMENT REQUEST
9/19/2024 Plan Commission Meeting
Rogers Memorial Hospital Inc.

Staff Report

Village of Summit, Wisconsin

Property Location: See below table

Property Owner: Rogers Memorial Hospital Inc.

Property	Existing Zoning*	Proposed Zoning*	Land Use Plan*
34700 Valley Rd., SUMT0622977002	IN & R-2	IN	Institutional
3646 N. Sawyer Rd., SUMT0622987	R-2	IN	Institutional
3630 N. Sawyer Rd., SUMT0622986	R-2	R-2 & IN	Institutional
34700D Valley Rd., SUMT0622982	R-2	IN	Institutional
No address, SUMT0622980002	IN	No change	Institutional
No address, SUMT0622979002	IN	No change	Institutional
No address N. Hickory Ln., SUMT0622980004	IN & R-4	A portion of IN to R-4	SF Res. 0.6 u/acre
No address N. Hickory Ln., SUMT0622978	R-4	Zone vacated R-O-W to R-4	SF Res. 0.6 u/acre
No address N. Hickory Ln., SUMT0622980005	IN	No change	Institutional
No address N. Hickory Ln., SUMT0622014	R-4	IN	Institutional

*Primary Environmental Corridor and Wetland areas also apply, no change proposed

Recommended Motion: *Motion to recommend that Village Board approve the amendment to the Zoning Map of the Village of Summit Zoning and Shoreland Protection specific to rezoning the following lands from R-2 Country Residential to IN Institutional: 3646 N. Sawyer Road (SUMT0622987), part of 3630 N. Sawyer Road (SUMT0622986), part of 34700 Valley Road (SUMT0622977002), 34700D Valley Road (SUMT0622982), & a lot located on N. Hickory Lane (SUMT0622014). The recommended amendment also rezones part of a lot located on N. Hickory Lane (SUMT0622980004) from IN Institutional to R-4 Cottage Residential. The area of N. Hickory Lane to be vacated will also be zoned to match adjacent zoning and the area to be dedicated as N. Hickory Lane will be removed from any zoning classification. The recommended zoning amendment is subject to the following condition:*

- This rezone is not effective until the three Certified Survey Maps presented by Rogers Memorial Hospital at the same meetings as the rezone and the legal documents for the road vacation of N. Hickory Lane are reviewed and approved by the Village of Summit and recorded by Waukesha County Register of Deeds.*

Staff is directed to prepare a draft ordinance in accordance with this motion, subject to Village Attorney review, for consideration by Village Board.

Summary:

As part of prior and proposed improvements at Rogers Memorial Hospital and in order to properly vacate and relocate portions of N. Hickory Lane, the applicant agreed to submit a series of Certified Survey Maps to combine and reconfigure several parcels. In order to make the zoning consistent with the existing/intended land use for each newly created lot, the applicant is also proposing to rezone portions of their holdings as noted in the table above. An exhibit that illustrates the rezoning request is included in the meeting packet.

In summary,

- The properties being attached to the main campus are proposed to be rezoned from R-2 Country Residential to IN Institutional.
- Rezone the remnant of SUMT0622980004 from IN Institutional to R-4 Cottage Residential (requires 20,000 sq. ft. min. lot size).
- Rezone SUMT0622014 from R-4 Residential to IN Institutional.
- Zone the vacated road right-of-way of N. Hickory Lane that will become part of SUMT0622978 to R-4 Residential.
- The zoning from any newly created dedicated road right-of-way will be removed.

ORDINANCE NO. _____

AN ORDINANCE

TO CONDITIONALLY REZONE CERTAIN LANDS

IN THE VILLAGE OF SUMMIT AS PART OF THE ZONING AND SHORELAND PROTECTION ORDINANCE FROM THE IN INSTITUTIONAL DISTRICT (SECTION 111-356) TO THE R-4 COTTAGE RESIDENTIAL DISTRICT (SECTION 111-350), FROM THE R-4 COTTAGE RESIDENTIAL DISTRICT (SECTION 111-350) TO THE IN INSTITUTIONAL DISTRICT (SECTION 111-356) AND FROM THE R-2 COUNTRY RESIDENTIAL DISTRICT (SECTION 111-348) TO THE IN INSTITUTIONAL DISTRICT (SECTION 111-356) AND TO ZONE VACATED ROAD RIGHT-OF-WAY OF N. HICKORY LANE CONSISTENT WITH THE ADJOINING LOT AND TO REMOVE ZONING FROM NEWLY DEDICATED ROAD RIGHT-OF-WAY OF N. HICKORY LANE AT THE PROPERTIES DESCRIBED IN THIS ORDINANCE AND TO CONDITIONALLY AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF SUMMIT.

WHEREAS, pursuant to Section 111-386(b)(1) of the Village Code, a petition has been filed by Jack Collier (APPLICANT) on behalf of Rogers Memorial Hospital, Inc. (PROPERTY OWNER), as the owner of certain lands in the Village of Summit, to rezone certain lands illustrated in Exhibit "A" and described in Exhibit "B", and described herein by reference (the "Subject Lands"); and

WHEREAS, said rezoning petition was filed in order to rezone the Subject Lands as follows:

- R-2 Country Residential (Section 111-348) to IN Institutional (Section 111-356) of Chapter 111 "Zoning and Shoreland Protection Ordinance" of the Village of Summit Code of Ordinances: described as 3646 N. Sawyer Road (SUMT0622987), part of 3630 N. Sawyer Road (SUMT0622986), part of 34700 Valley Road (SUMT0622977002), and 34700D Valley Road (SUMT0622982), further described as Legal Descriptions "A" and "B" in Exhibit "B".
- IN Institutional (Section 111-356) and vacated N. Hickory Lane road right-of-way to R-4 Cottage Residential (Section 111-350) of Chapter 111 "Zoning and Shoreland Protection Ordinance" of the Village of Summit Code of Ordinances: described as part of Parcel 4 of Certified Survey Map No. 3007, located on N. Hickory Lane (SUMT0622980004) and vacated N. Hickory Lane road right-of-way, further described as Legal Description "C" in Exhibit "B".
- R-4 Cottage Residential (Section 111-350) and vacated N. Hickory Lane road right-of-way to IN Institutional (Section 111-356) of Chapter 111 "Zoning and Shoreland Protection Ordinance" of the Village of Summit Code of Ordinances: described as part of Lot 9 and all of Lot 10 of the "Map of Suelflows Subdivision"

located on N. Hickory Lane (SUMT0622014) and vacated N. Hickory Lane road right-of-way and further described as Legal Description “D” in Exhibit “B”.

- The area to be dedicated as N. Hickory Lane will be removed from any zoning classification; and

WHEREAS, the Petitioner has provided the Village Clerk with the petition in triplicate form and the required fee pursuant to Village Code Section 111-386(b)(2) and all required data pursuant to Chapter 111 of the Village Code; and

WHEREAS, upon publication of the required “Notice of Public Hearing” 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 Village Plan Commission held a public hearing on September 19, 2024, as required by Section 111-386(b)(4) of the Village Code; and

WHEREAS, following the September 19, 2024 public hearing, the commissioners considered the information presented at the public hearing; and

WHEREAS, the Plan Commission recommended approval of the rezoning petition of the Subject Lands, subject to certain conditions, to the Village Board; and

WHEREAS, the Village Board finds that this change to the Village Zoning and Shoreland Protection Ordinance is not subject to the super majority requirement of Section 66.10015, Wisconsin Statutes, related to down zoning because the Property Owner requested this change; and

WHEREAS, having determined that all procedural 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 rezoning on the health, safety, and welfare of the community and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved as well as the impact on the community as to noise, dust, smoke, odor, and others, hereby determines that the rezoning will not violate the spirit or intent of Chapter 111 of the Village Code, will not be contrary to the public health, safety, or general welfare of the Village of Summit, will not be hazardous, harmful, noxious, offensive, or a nuisance by reason of noise, dust, smoke, odor, or other similar factors and will not, for any other reason, cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the operation is conducted pursuant to the following “)found in the Village of Summit master plan;

WHEREAS, the Village Board has included a condition of its approval of rezoning petition as defined and approved on October 10, 2024.

NOW, THEREFORE, the Village Board of the Village of Summit, Waukesha County Wisconsin, DOES ORDAIN AS FOLLOWS:

SECTION 1: The Subject Lands listed below are hereby conditionally rezoned if the condition herein is complied with:

- R-2 Country Residential (Section 111-348) to IN Institutional (Section 111-356) of Chapter 111 “Zoning and Shoreland Protection Ordinance” of the Village of Summit Code of Ordinances: described as 3646 N. Sawyer Road (SUMT0622987), part of 3630 N. Sawyer Road (SUMT0622986), part of 34700 Valley Road (SUMT0622977002), and 34700D Valley Road (SUMT0622982), further described as Legal Descriptions “A” and “B” in Exhibit “B”.
- IN Institutional (Section 111-356) and vacated N. Hickory Lane road right-of-way to R-4 Cottage Residential (Section 111-350) of Chapter 111 “Zoning and Shoreland Protection Ordinance” of the Village of Summit Code of Ordinances: described as part of Parcel 4 of Certified Survey Map No. 3007, located on N. Hickory Lane (SUMT0622980004) and vacated N. Hickory Lane road right-of-way, further described as Legal Description “C” in Exhibit “B”.
- R-4 Cottage Residential (Section 111-350) and vacated N. Hickory Lane road right-of-way to IN Institutional (Section 111-356) of Chapter 111 “Zoning and Shoreland Protection Ordinance” of the Village of Summit Code of Ordinances: described as part of Lot 9 and all of Lot 10 of the “Map of Suelflows Subdivision” located on N. Hickory Lane (SUMT0622014) and vacated N. Hickory Lane road right-of-way and further described as Legal Description “D” in Exhibit “B”.
- The area to be dedicated as N. Hickory Lane will be removed from any zoning classification.

This rezone is not effective until the three Certified Survey Maps presented by Rogers Memorial Hospital at the October 10, 2024 Village Board meeting and the legal documents for the road vacation of N. Hickory Lane are reviewed and approved by the Village of Summit and recorded by Waukesha County Register of Deeds.

SECTION 2: The Village Planner is hereby authorized and directed to note this rezoning on the Official Zoning Map of the Village of Summit.

SECTION 3: SEVERABILITY.

The several sections and provisions of this Ordinance are declared to be severable. If any section or provision thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such declaration shall apply only to the specific section(s) or portion(s) thereof directly specified in said declaration, and shall not affect the validity of any other provisions, sections, or portions of the Ordinance, which 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 4: EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage and publication and subject to the conditions stated in Section 1, and this Ordinance is null and void and the current zoning shall be in effect with no further notice if said conditions are not complied with on the terms and conditions stated herein.

This Ordinance passed this ____ day of _____, 2024.

VILLAGE OF SUMMIT

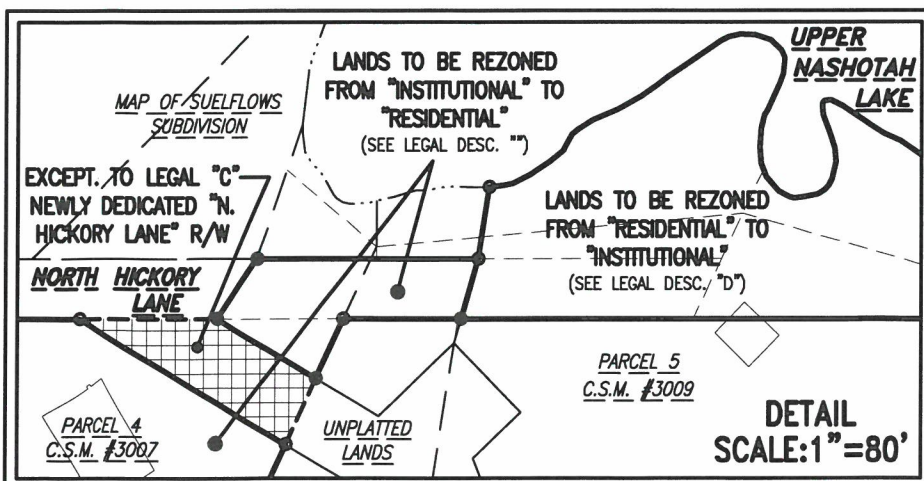
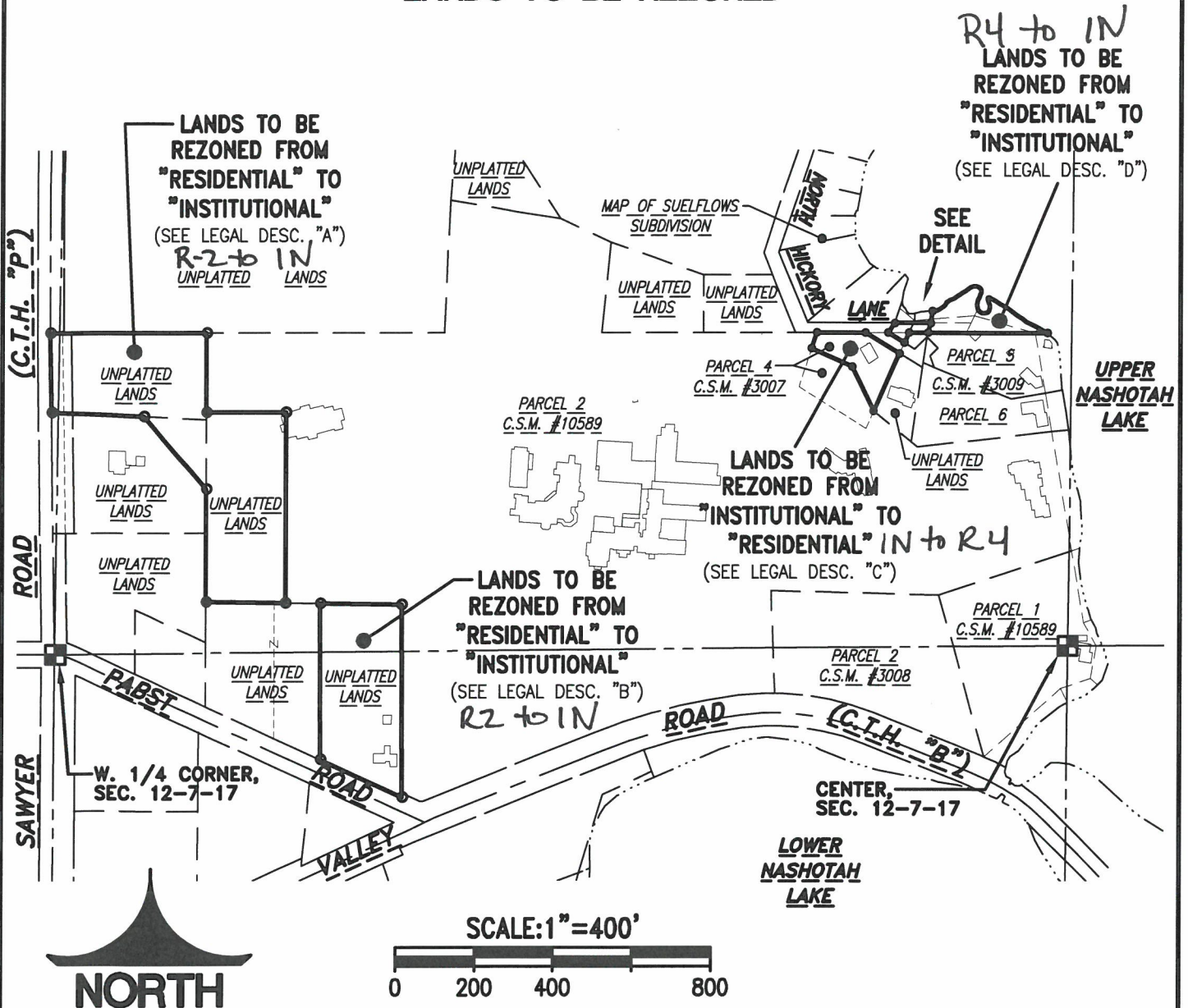
By: _____
Jack Riley, Village President

Attest: _____
Debra Michael, Village Administrator – Clerk/Treasurer

Published/Posted the ____ day of _____ 2024

REZONING EXHIBIT "A"

LANDS TO BE REZONED



THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATE: 8/13/24

REZONING EXHIBIT "B"

LANDS TO BE REZONED

R2 to IN

LEGAL DESCRIPTION "A": (Lands to be Rezoned from Residential to Institutional) R2 to IN

All that part of lands being located in a part of the Southwest 1/4 of the Northwest 1/4 of Section 12, Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 12; Thence North 00°52'16" West and along the centerline of "Sawyer Road" (C.T.H. "P"), 614.11 feet to the place of beginning of lands hereinafter described;

Continuing thence North 00°52'16" West and along said centerline, 201.31 feet to a point; Thence South 89°59'53" East and along the South line of Unplatted Lands, 398.23 feet to a point; Thence Due South and along the West line of Parcel 2 of Certified Survey Map No. 10589, 201.54 feet to a point; Thence Due East and along the said West line of said Parcel 2, 201.77 feet to a point; Thence Due South and along the said West line of said Parcel 2, 483.62 feet to a point on the North line of Unplatted Lands; Thence North 89°13'07" West and along the said North line, 201.79 feet to a point; Thence Due North and along the East line of Unplatted Lands, 287.36 feet to a point; Thence North 41°24'56" West, 244.15 feet to a point on the North line of Unplatted Lands; Thence North 87°23'00" West and along the said North line, 233.90 feet to the point of beginning of this description.

Said Parcel contains 194,906 Square Feet (or 4.4744 Acres) of land, more or less.

LEGAL DESCRIPTION "B": (Lands to be Rezoned from Residential to Institutional) R2 to IN

All that part of lands being located in a part of the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 12, Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 12; Thence North 00°52'16" West and along the centerline of "Sawyer Road" (C.T.H. "P"), 308.03 feet to a point; Thence Due East and along the North line of Unplatted Lands, 390.51 feet to a point; Thence Due South and along the East line of said Unplatted Lands, 175.10 feet to a point; Thence South 89°13'07" East and along the North line of Unplatted Lands, 290.63 to the place of beginning of lands hereinafter described;

Continuing thence South 89°13'07" East and along the South line of Parcel 2 of Certified Survey Map No. 10589, 207.74 feet to a point; Thence South 00°12'03" East and along the West line of said Parcel 2, 488.71 feet to a point on the Northeasterly Right-of-Way line of "Pabst Road"; Thence North 65°21'27" West and along the said Northeasterly Right-of-Way line, 228.89 feet to a point; Thence North 00°12'03" West and along the East line of said Unplatted Lands, 396.10 feet to the point of beginning of this description.

Said Parcel contains 91,891 Square Feet (or 2.1095 Acres) of land, more or less.

LEGAL DESCRIPTION "C": (Lands to be Rezoned from Institutional to Residential) IN to R4

Being a part of Parcel 4 of Certified Survey Map No. 3007, recorded in the Office of the Register of Deeds for Waukesha County on July 21, 1977, as Document No. 1007034 and a portion of vacated "North Hickory Lane". Being located in a part of the Southeast 1/4 of the Northwest 1/4 of Section 12, Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 12; Thence North 00°48'04" East and along the West line of the said Northwest 1/4 Section, 815.40 feet to a point; Thence South 89°59'53" East and along the South Right-of-Way line of "North Hickory Lane" and the Westerly extension thereof, 1924.08 feet to the place of beginning of lands hereinafter described;

Continuing thence South 89°59'53" East and along the said South Right-of-Way line, 182.18 feet to a point; Thence North 34°07'22" East, 30.20 feet to a point on the North Right-of-Way line of said "North Hickory Lane"; Thence South 89°59'53" East and along the North line of said vacated "North Hickory Lane", 92.10 feet to a point; Thence South 15°45'29" West, 25.98 feet to a point on the South line of said vacated "North Hickory Lane"; Thence North 89°59'53" West and along the said South line, 49.16 feet to a point; Thence South 24°27'44" West and along the West line of Unplatted Lands, 217.44 feet to a point; Thence North 26°18'10" West, 125.25 feet to a point; Thence North 65°35'44" West, 112.20 feet to a point on the East line of Parcel 2 of Certified Survey Map No. 10589; Thence North 17°55'35" East and along the said East line of said Parcel 2, 41.30 feet to the point of beginning of this description. Excepting therefrom the newly dedicated Right-of-Way of "North Hickory Lane".

Said Parcel contains 23,086 Square Feet (or 0.5300 Acres) of land, more or less.

LEGAL DESCRIPTION "D": (Lands to be Rezoned from Residential to Institutional) R4 to IN

Being a part of Lot 9 and all of Lot 10 of the "Map of Suelflows Subdivision" (A Subdivision Plat of Record) and a portion of vacated "North Hickory Lane". Being located in a part of the Southeast 1/4 of the Northwest 1/4 of Section 12, Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

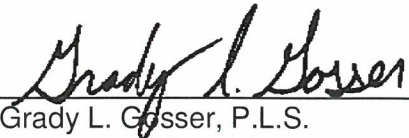
Commencing at the West 1/4 Corner of said Section 12; Thence North 00°48'04" East and along the West line of the said Northwest 1/4 Section, 815.40 feet to a point; Thence South 89°59'53" East and along the South Right-of-Way line of "North Hickory Lane" and the Westerly extension thereof, 2208.24 feet to the place of beginning of lands hereinafter described;

Thence North 15°45'29" East, 25.98 feet to a point on the North line of said vacated "North Hickory Lane; Thence North 08°32'04" East, 9.22 feet to a Meander Line along the shoreline of "Upper Nashotah Lake", said point being South 08°32'04" West, 21.10 feet more or less from said shoreline; Thence North 84°50'19" East and along said Meander Line, 109.42 feet to a point; Thence South 74°00'33" East and along said Meander Line, 159.60 feet to a point on the North line of Parcel 5 of Certified Survey Map No. 3009, said point being North 89°59'53" West, 30.90 feet more or less from said shoreline; Thence North 89°59'53" West and along the said North line of said Parcel 5, 270.82 feet to the point of beginning of this description. Including all lands lying in and between said Meander Line and the shoreline of said "Upper Nashotah Lake".

Said Parcel contains 18,590 Square Feet (or 0.4268 Acres) of land, more or less to the Shoreline. Said Parcel contains 7,755 Square Feet (or 0.1780 Acres) of land, more or less to the Meander Line.

Date: 8/13/24




Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480



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: October 10, 2024

Re: **Certified Survey Map Request**
Rogers Memorial Hospital Inc.

Property	Existing Zoning*	Proposed Zoning*	Land Use Plan*
34700 Valley Rd., SUMT0622977002	IN & R-2	IN	Institutional
3646 N. Sawyer Rd., SUMT0622987	R-2	IN	Institutional
3630 N. Sawyer Rd., SUMT0622986	R-2	R-2 & IN	Institutional
34700D Valley Rd., SUMT0622982	R-2	IN	Institutional
No address, SUMT0622980002	IN	No Change	Institutional
No address, SUMT0622979002	IN	No Change	Institutional
No address N. Hickory Ln., SUMT0622980004	IN & R-4	A portion of IN to R-4	SF Res. 0.6 u/acre
No address N. Hickory Ln., SUMT0622978	R-4	Zone vacated R-O-W to R-4	SF Res. 0.6 u/acre
No address N. Hickory Ln., SUMT0622980005	IN	No Change	Institutional
No address N. Hickory Ln., SUMT0622014	R-4	IN	Institutional

*Primary Environmental Corridor and Wetland areas also apply

BACKGROUND:

As part of prior improvements and as part of the proposed construction of an aquatic center, the applicant has agreed to submit Certified Survey Maps to combine and reconfigure several parcels and to reelect a portion of N. Hickory Lane. The Village approved the road vacation in 2020, subject to several CSM's being recorded. CSM's were presented in 2020, but never recorded. The applicant is now requesting approval of the CSM's originally presented in 2020, with some modifications.

A more detailed assessment of the site conditions, description of each CSM, and staff comments are included in the September 19, 2024 Plan Commission report. The Surveyor's comments dated September 13, 2024 are also included in the packet.

ATTACHMENTS: 9/19/2024 Plan Commission report
 9/13/2024 Surveyor comments
 Certified Survey Maps #1, #2, and #3 & Colored Map
 N. Hickory Lane Road Vacation materials

FISCAL IMPACT: None

RECOMMENDED MOTION:

Approve Certified Survey Maps #1, #2, and #3, with consideration given to Article X Existing Substandard Lots, Chapter 109 Subdivision of Land for Lot 2 of CSM #2, subject to the following conditions:

- A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES:** Petitioner shall satisfy all comments, conditions and concerns of the Waukesha County Department of Public Works, 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 results in the reconfiguration and combination of lots. Therefore, this condition does not apply.**
- D. BUSINESS OR COMMERCIAL USE.** Commercial or business uses on these lots are limited to those uses approved as part of the Rogers Memorial Hospital Conditional Use Permit.
- 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's.
- F. RECORDING.** The Petitioner shall submit all three CSM's, including the signed signature sheets, to Village Hall for recording. The Village will record the CSM's, as well as the road vacation documents, at the cost of the Petitioner. The properties shall be rezoned appropriately prior to the CSM's being recorded.

CERTIFIED SURVEY MAP REVIEW
9/19/2024 Plan Commission Meeting
Rogers Memorial Hospital Inc.

Staff Report

Village of Summit, Wisconsin

Property Location: See below table

Property Owner: Rogers Memorial Hospital Inc.

Property	Existing Zoning*	Proposed Zoning*	Land Use Plan*
34700 Valley Rd., SUMT0622977002	IN & R-2	IN	Institutional
3646 N. Sawyer Rd., SUMT0622987	R-2	IN	Institutional
3630 N. Sawyer Rd., SUMT0622986	R-2	R-2 & IN	Institutional
34700D Valley Rd., SUMT0622982	R-2	IN	Institutional
No address, SUMT0622980002	IN	No Change	Institutional
No address, SUMT0622979002	IN	No Change	Institutional
No address N. Hickory Ln., SUMT0622980004	IN & R-4	A portion of IN to R-4	SF Res. 0.6 u/acre
No address N. Hickory Ln., SUMT0622978	R-4	Zone vacated R-O-W to R-4	SF Res. 0.6 u/acre
No address N. Hickory Ln., SUMT0622980005	IN	No Change	Institutional
No address N. Hickory Ln., SUMT0622014	R-4	IN	Institutional

*Primary Environmental Corridor and Wetland areas also apply

Recommended Motion: *Motion to recommend that Village Board approve Certified Survey Maps #1, #2, and #3, with consideration given to Article X Existing Substandard Lots, Chapter 109 Subdivision of Land for Lot 2 of CSM #2, subject to the following conditions:*

- A. *APPROVALS FROM ALL OBJECTING AND APPROVING BODIES: Petitioner shall satisfy all comments, conditions and concerns of the Waukesha County Department of Public Works, 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 results in the reconfiguration and combination of lots. Therefore, this condition does not apply.***

- D. BUSINESS OR COMMERCIAL USE. Commercial or business uses on these lots are limited to those uses approved as part of the Rogers Memorial Hospital Conditional Use Permit.*
- 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's.*
- F. RECORDING. The Petitioner shall submit all three CSM's, including the signed signature sheets, to Village Hall for recording. The Village will record the CSM's, as well as the road vacation documents, at the cost of the Petitioner. The properties shall be rezoned appropriately prior to the CSM's being recorded.*

Summary:

As part of prior improvements and as part of the proposed construction of an aquatic center, the applicant has agreed to submit a Certified Survey Map to combine and reconfigure several parcels and to relocate a portion of N. Hickory Lane. The Village approved the road vacation in 2020, subject to several CSM's being recorded. CSM's were presented in 2020, but never recorded. The applicant is now requesting approval of the CSM's originally presented in 2020, with some modifications. Below is a brief description of the CSM's currently being proposed. The applicant was required to prepare multiple CSM's in order to avoid the requirements of a subdivision plat. A subdivision plat is required when five or more parcels or building sites of 1 ½ acres each or less are created or five or more parcels or building sites of 1 ½ acres each or less in area are created by successive divisions within a period of five years. It should be noted that the proposed CSM's result in the combination and reconfiguration of lots. There are no new lots being created.

The applicant is proposing to rezone portions of these properties in order to make the zoning consistent with the intended land use of each site. The rezoning will be considered in a separate report.

CSM #1 (Lot 1 = 51.47 acres & Lot 2 = 2 acres) YELLOW AREA ON EXHIBIT A

Results in the combination of the following:

- 1.9-acre lot, 3646 N. Sawyer Road, SUMT0622987, includes entrance driveway for Rogers.
- Approximately 0.7 acres of land from 3630 N. Sawyer Road, SUMT0622986, includes a portion of driveway. *Remaining lot (2 acres) will be included in CSM as Lot 2.*
- 40.4 acres, 34700 Valley Road, SUMT0622977002, main campus.
- 2.27-acre lot, 34700D Valley Road, SUMT0622982, lot with former residence that has been razed on Pabst Road.
- 3-acre lot on Valley Road, SUMT0622980002, vacant lot in SE corner of campus.
- 3.3-acre lot on Valley Road, SUMT0622979002, existing building to be razed for

proposed new aquatic facility.

- Approximately 0.45 acres of land from SUMT0622980004, area of lot with parking lot. Remaining residential lot will consist of 20,003 sq. ft. with frontage on N. Hickory Lane. The applicant intends on transferring a portion of the existing lot to the main campus lot prior to recording the CSM. This may not be necessary since both properties are under the same ownership.

CSM #2 (Lot 1 = 20,003 sq. ft./Outlot 1 = 3,334 sq. ft. & Lot 2 = 15,614 sq. ft./Outlot 2 = 3,979 sq. ft.) GREEN AREA ON EXHIBIT A

Lot 1/Outlot 1 must remain under same ownership and cannot be sold separately

- A portion of SUMT0622980004 (20,003 sq. ft.), includes single-family residence.
- Excludes dedicated road right-of-way for N. Hickory Lane.
- Includes a larger outlot with frontage on Upper Nashotah Lake (3,334 sq. ft.) due to road vacation.

Lot 2/Outlot 2 must remain under same ownership and cannot be sold separately

- 3645 N. Hickory Lane, SUMT0622978 (15,614 sq. ft.).
- Excludes dedicated road right-of-way from N. Hickory Lane.
- Includes larger outlot with frontage on Upper Nashotah Lake (3,979 sq. ft.) due to road vacation.

Includes newly dedicated N. Hickory Lane road right-of-way.

It should be noted that the reconfiguration of Lot 2/Outlot 2 requires that the criteria of Article X, Section 109-32 Existing Substandard Lots be met since the newly created lot will result in 19,593 sq. ft., which is nonconforming to the R-4 Residential provisions requiring a minimum of 20,000 sq. ft. 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 and will continue to exist in the same manner other than accommodating a more accurate dedication of N. Hickory Lane.*

CSM #3 (Lot 1 = 62,502 sq. ft.) PINK AREA ON EXHIBIT A

- Combination of 34700I Valley Road, SUMT0622980005, 1-acre, & vacant 0.45-acre lot, SUMT0622014) & vacated N. Hickory Lane road right-of-way.

Considerations:

Access and Frontage: CSM#1 will have frontage on Valley Road, Pabst Road, and Sawyer Road. CSM# 2 and #3 have frontage on N. Hickory Lane.

Total Area: Noted above. Lot 2 of CSM #2 will be nonconforming to lot size with 19,593 sq. ft. The lot size has only changed in order to accommodate the relocation of N. Hickory Lane.

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

Water System Available: The lots are served by private wells.

Natural Resources: There is regulated wetland, floodplain and primary environmental corridor covering portions of the properties. These areas are noted on the CSM's, except that the mapped wetland area on Lot 1 of CSM #3 is not shown and the floodplain is not marked on any of the CSM's. These areas are also subject to zoning requirements specific to each resource.

Planner Comments:

- The floodplain boundary, elevation, and source of elevation shall be noted on all CSM's.
- The wetland as mapped on Waukesha County GIS shall be shown, with the source noted, on CSM #3.
- A note shall be added to CSM #2 and #3 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 properties shall not be further divided."
- Arrows shall be added to the resource boundaries to indicate the area that applies.
- Primary Environmental Corridor, Wetland, and Floodplain Preservation Restrictions shall be noted on the CSM. The restrictions from CSM # 10589 shall be carried over, except that references to Waukesha County and the Town of Summit shall be removed and replaced with the Village of Summit. Restriction #8 shall reference the recorded document # (3597326) for the Mitigation and Long-Term Maintenance Plan and (#3680475) for the Addendum to the Mitigation and Long-Term Maintenance Plan.
- If there are any easements that should be vacated, they shall be vacated and properly noted on the CSM prior to obtaining signatures.
- Debra Michael's signatures shall read "Debra Michael, Administrator-Clerk/Treasurer."
- CSM #1 shall be reviewed by Waukesha County Department of Public Works. All conditions shall be addressed prior to obtaining signatures.

Surveyor and Engineering Comments: Pending.



Building a Better World
for All of Us®

September 13, 2024

RE: Village of Summit
Rogers Memorial Hospital CSM
Review
SEH No. 176551 Task 8

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

Dear Ms. Barrows:

We have reviewed the three Certified Survey Maps prepared for Rogers Memorial Hospital, Inc., and prepared by Grady Gosser, PLS of Trio Engineering, LLC. The CSMs reviewed are dated 06/20/2024. We offer the following comments:

- 1) The word meander is incorrectly spelled in the legal descriptions for CSM 2 and 3.
- 2) The meander line must be labeled on CSM 2.
- 3) The monuments at both ends of the section line must be shown on CSM 2 and 3.
- 4) The land area shown in the legal description of CSM 2 is the same for the area to the shoreline and to the meander line.
- 5) Debra Michael's title needs revised on all three CSMs.
- 6) The legal descriptions of all three CSMs and the rezoning descriptions are acceptable.

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

Sincerely,

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

btp

x:\pt\slsummv\176551\task 8 - rogers memorial hospital\csm review\corr\review letters\176551 task 8-rogers memorial hospital csm review letter_village of summit_2024-9-13.docx

Engineers | Architects | Planners | Scientists

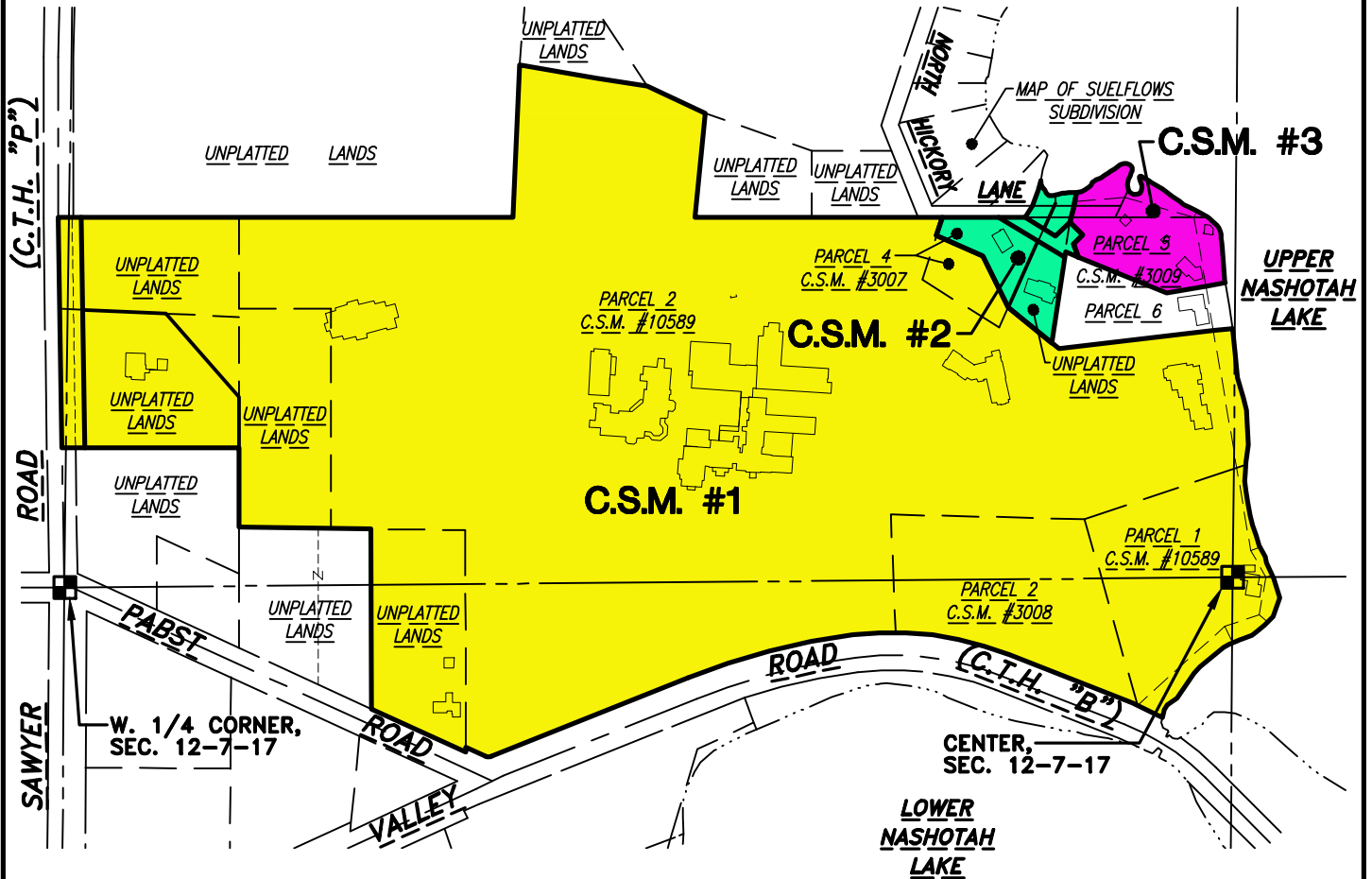
Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

262.646.6855 | 888.908.8166 fax | sehinc.com

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EXHIBIT "A"

ROGERS MEMORIAL HOSPITAL LANDS ILLUSTRATION OF C.S.M. LAND DIVISIONS



4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



SCALE: 1" = 400'
0 200 400 800



CERTIFIED SURVEY MAP NO. _____

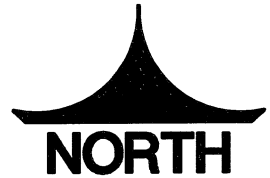
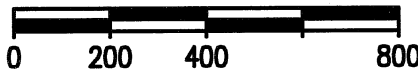
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PREPARED BY:

TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD,
SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480

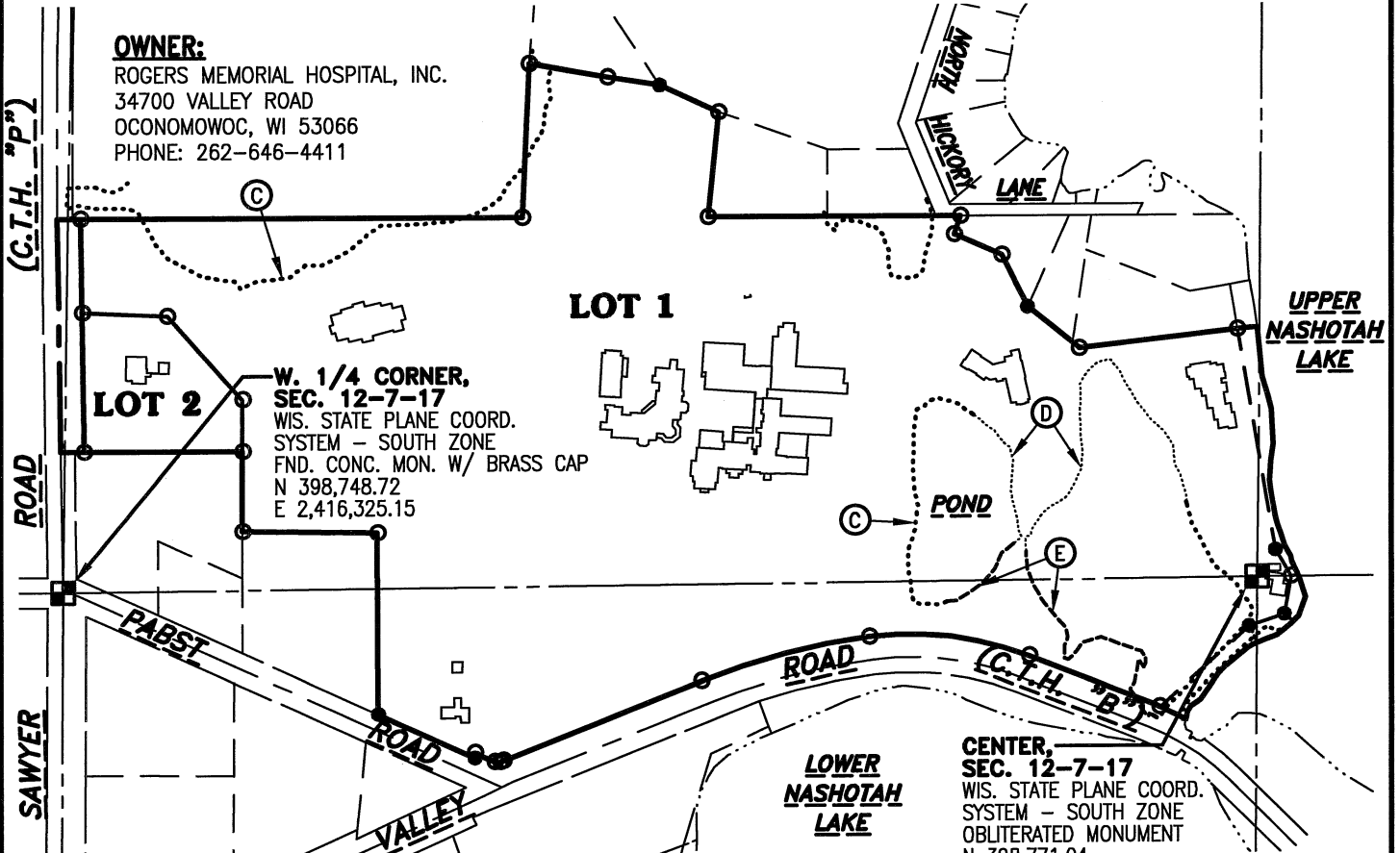
OVERALL DETAIL SHEET

SCALE: 1" = 400'



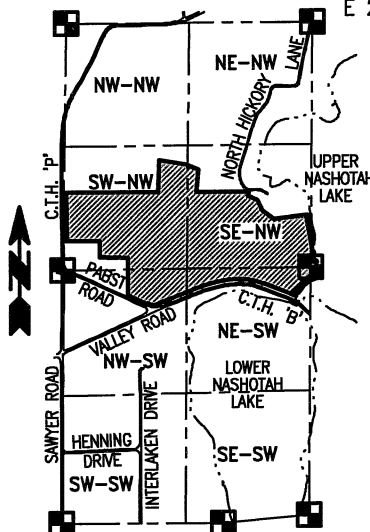
OWNER:

ROGERS MEMORIAL HOSPITAL, INC.
34700 VALLEY ROAD
OCONOMOWOC, WI 53066
PHONE: 262-646-4411



LEGEND:

- (R.A.) - INDICATES Recorded As bearings and distances
- (D.C.) - INDICATES Deed Call bearings and distances
- - INDICATES Section Corner
- - INDICATES "Set" 0.75" O.D. x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- - INDICATES "Found" and NOT accepted Monumentation (Unless otherwise noted). Set New 0.75" O.D. x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.



LOCALITY MAP
N.W. 1/4 + S.W. 1/4
SEC. 12, T. 7 N., R. 17 E.
SCALE: 1" = 2000'

NOTE:

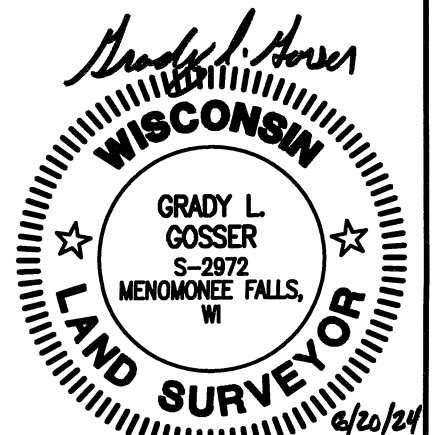
- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

GENERAL NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE WEST LINE OF THE N.W. 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°48'04"E.
- ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES, TELECOMMUNICATIONS LINES, AND OTHER SIMILAR UTILITY SERVICES SHALL BE PLACED UNDERGROUND UNLESS THE APPLICANT OR UTILITY CAN DEMONSTRATE THAT UNDERGROUNDING IS NOT FEASIBLE.

DRAFTED THIS 20th DAY OF JUNE, 2024

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

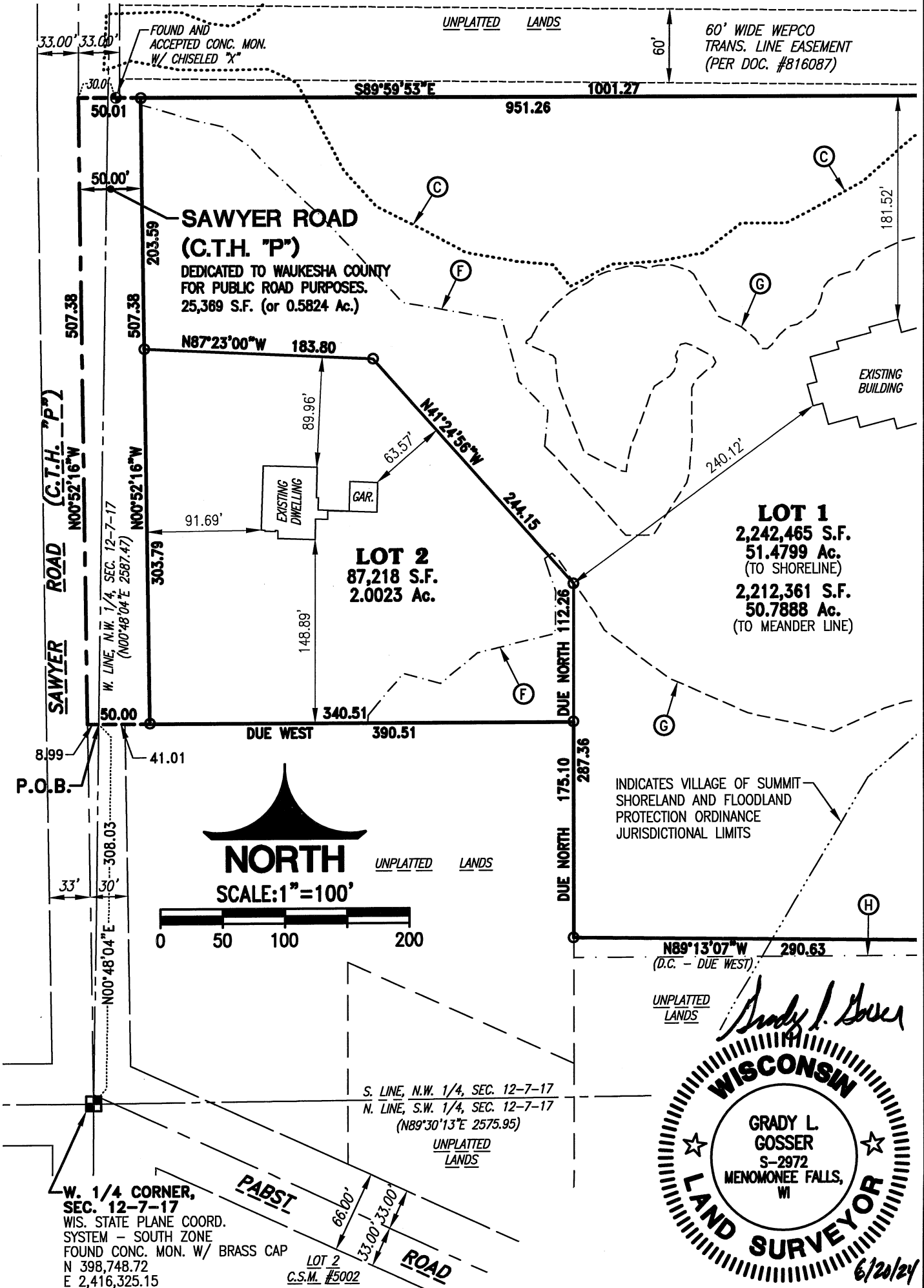


JOB NO. 07-005-781-02

SHEET 1 OF 14

CERTIFIED SURVEY MAP NO.

BEING A REDVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3008, PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 10589 AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.



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THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

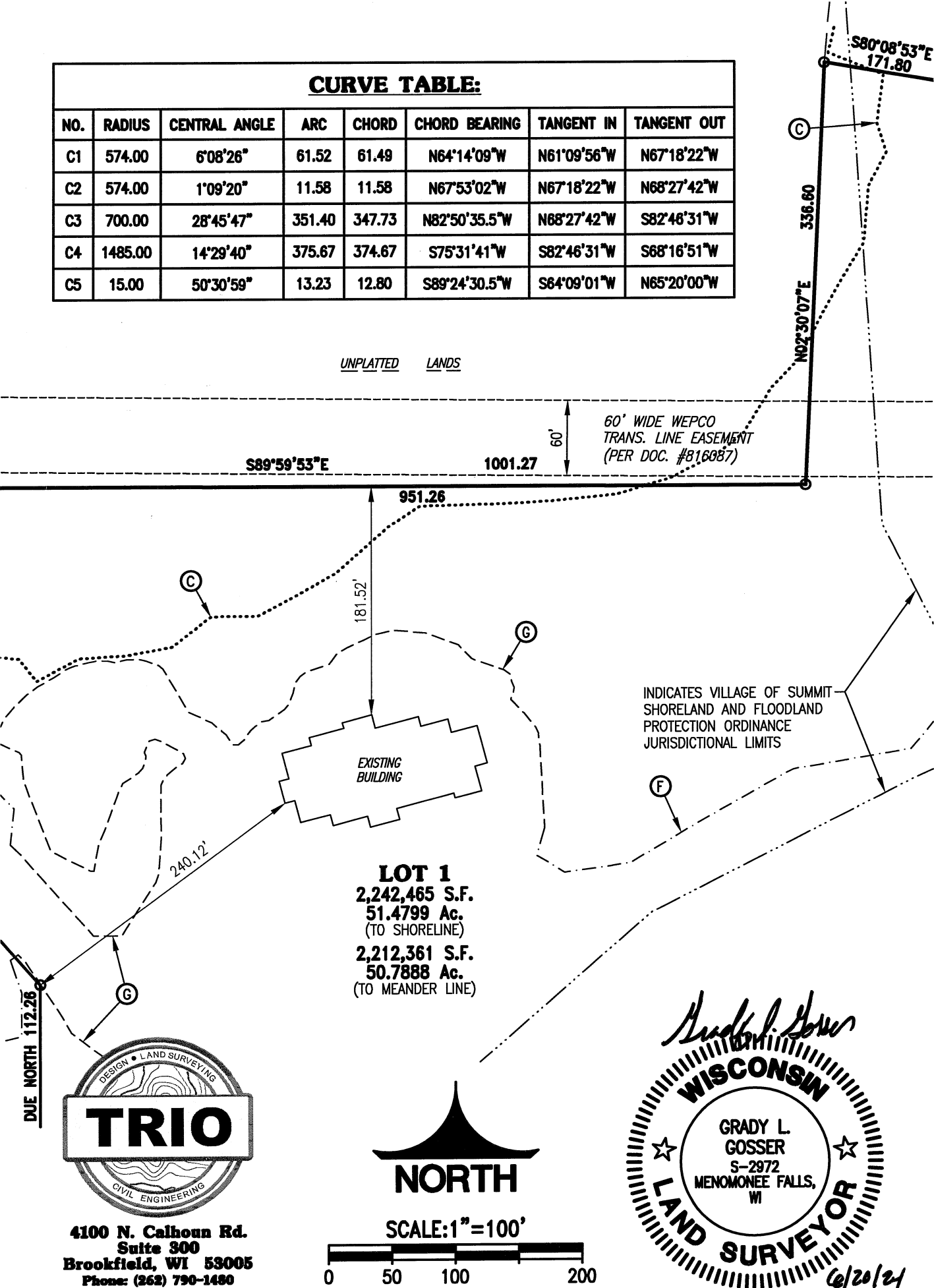
JOB NO. 07-005-781-02
SHEET 2 OF 14

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CERTIFIED SURVEY MAP NO. _____

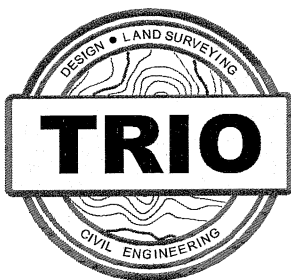
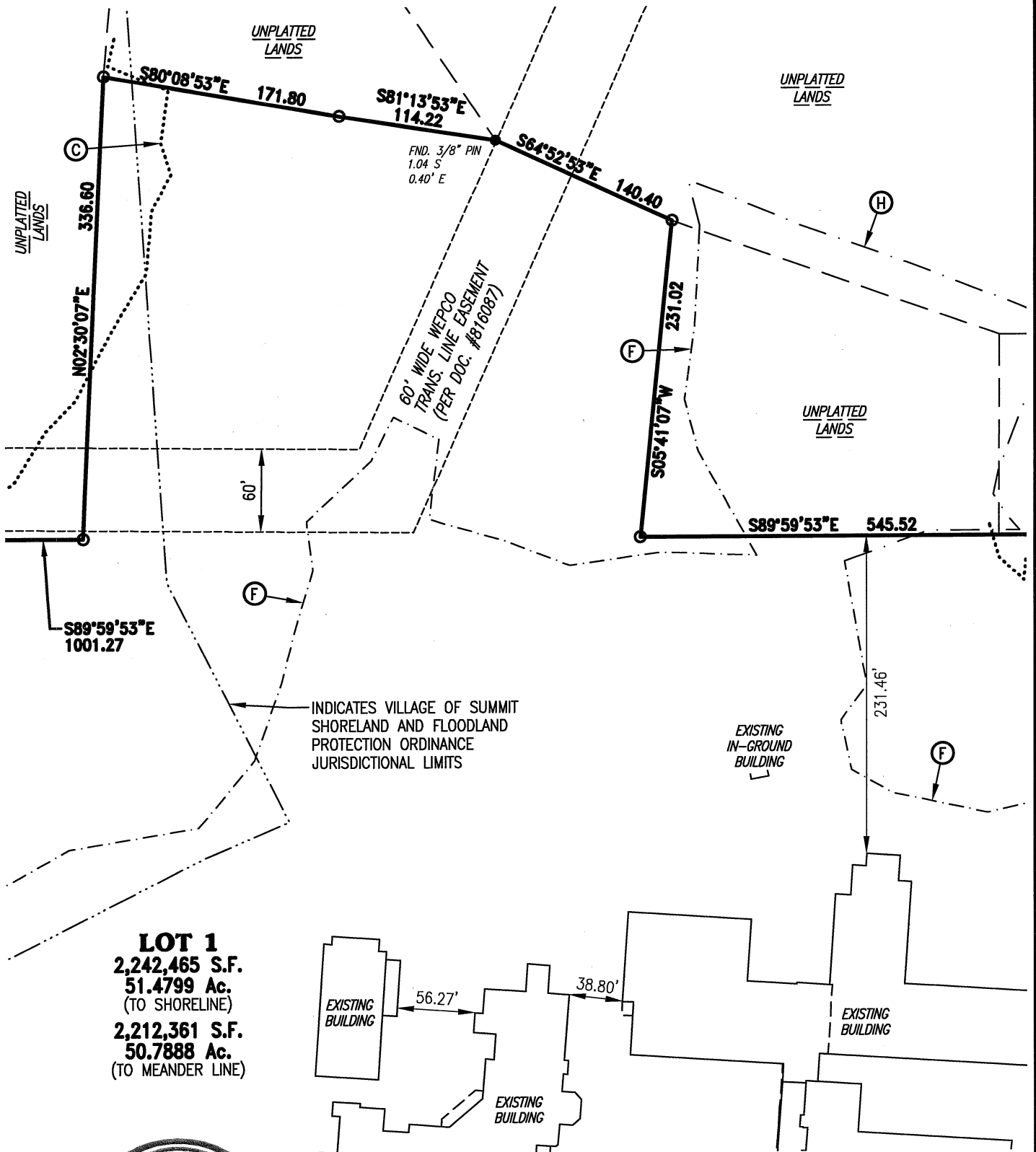
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CURVE TABLE:							
NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	574.00	6°08'26"	61.52	61.49	N64°14'09"W	N61°09'56"W	N67°18'22"W
C2	574.00	1°09'20"	11.58	11.58	N67°53'02"W	N67°18'22"W	N68°27'42"W
C3	700.00	28°45'47"	351.40	347.73	N82°50'35.5"W	N88°27'42"W	S82°46'31"W
C4	1485.00	14°29'40"	375.67	374.67	S75°31'41"W	S82°46'31"W	S68°16'51"W
C5	15.00	50°30'59"	13.23	12.80	S89°24'30.5"W	S64°09'01"W	N65°20'00"W



CERTIFIED SURVEY MAP NO. _____

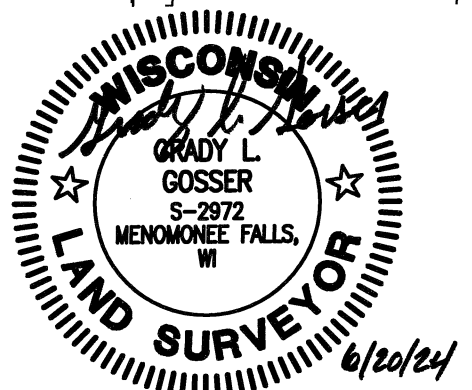
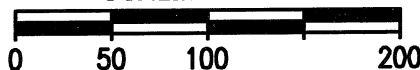
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4100 N. Calhoun Rd.
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Fax: (262) 790-1481



SCALE: 1"=100'

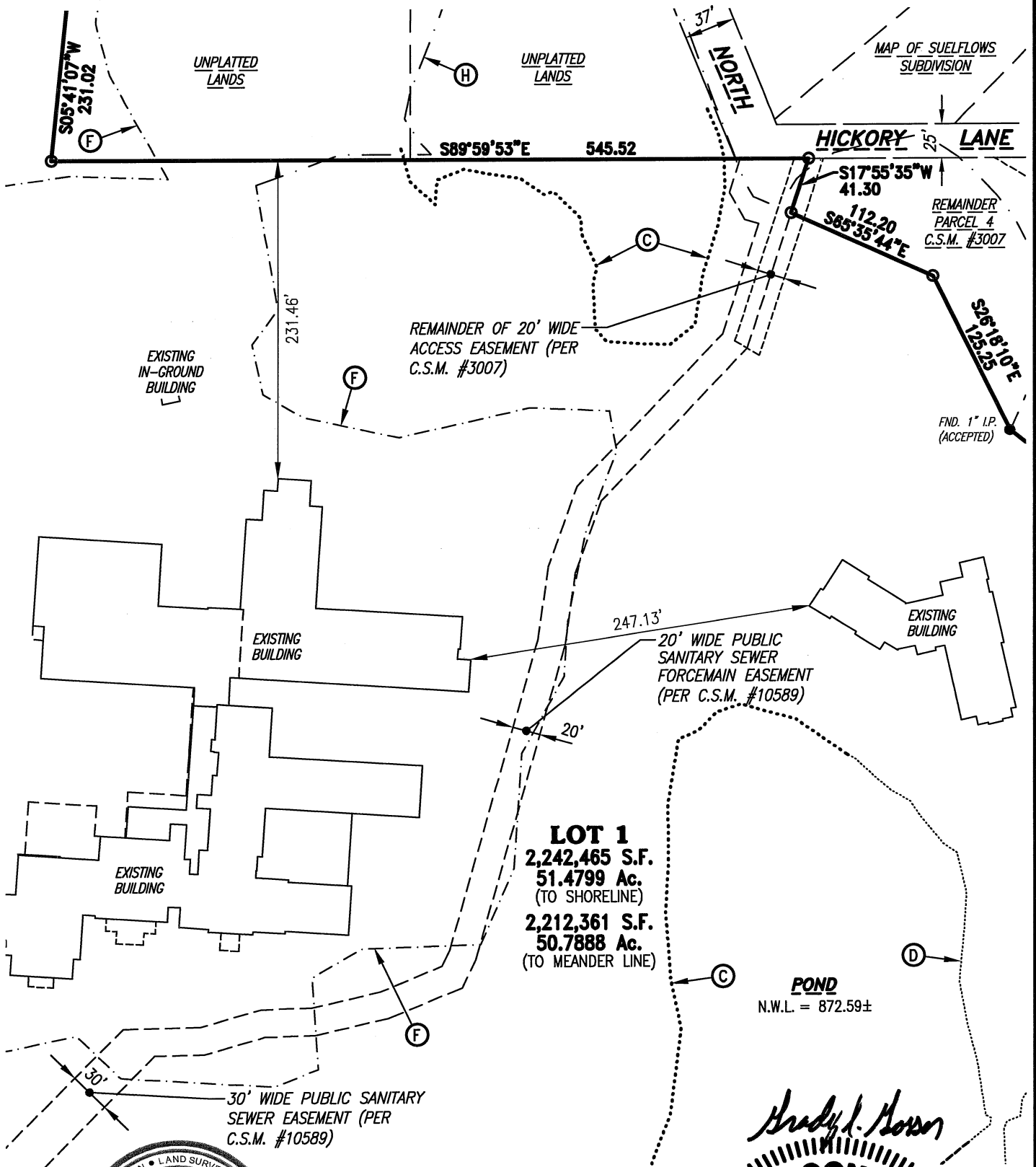


DRAFTED THIS 20th DAY OF JUNE, 2024
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 07-005-781-02
SHEET 4 OF 14

CERTIFIED SURVEY MAP NO.

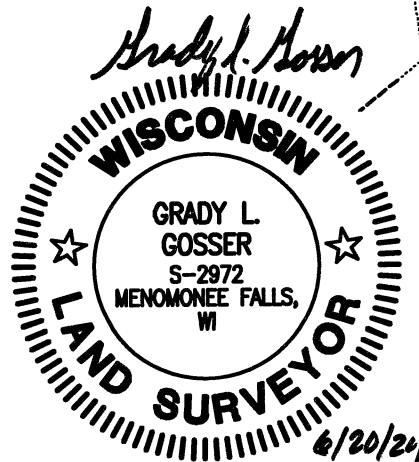
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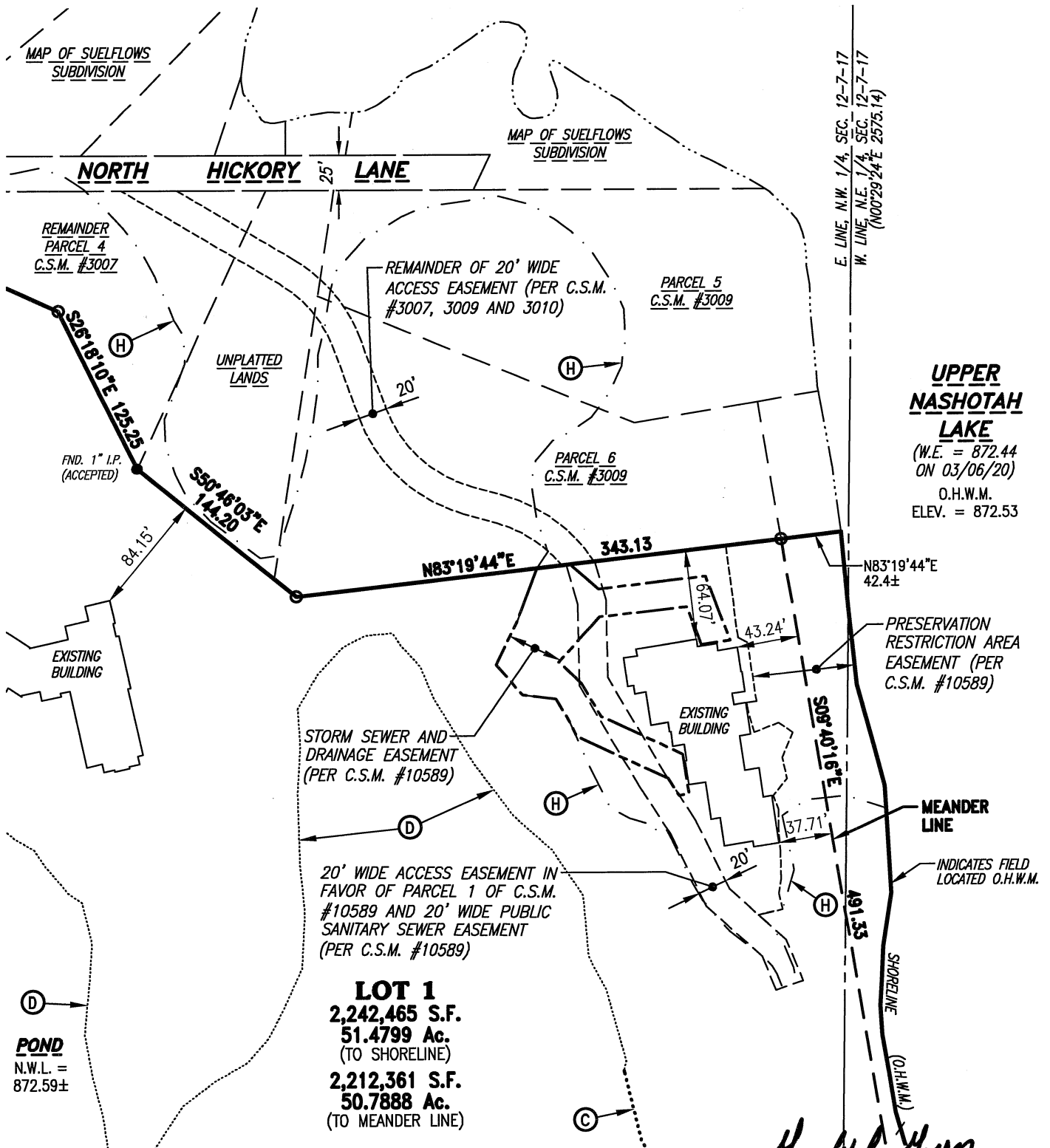


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SHEET 5 OF 14

CERTIFIED SURVEY MAP NO.

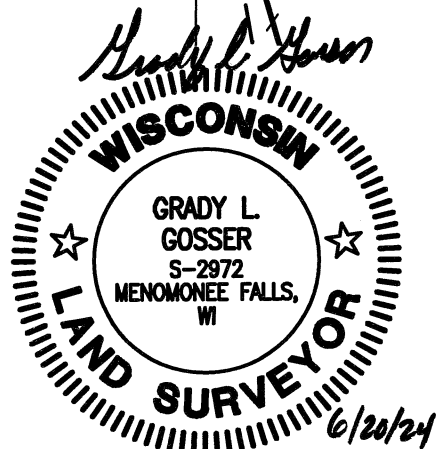
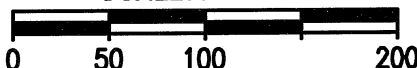
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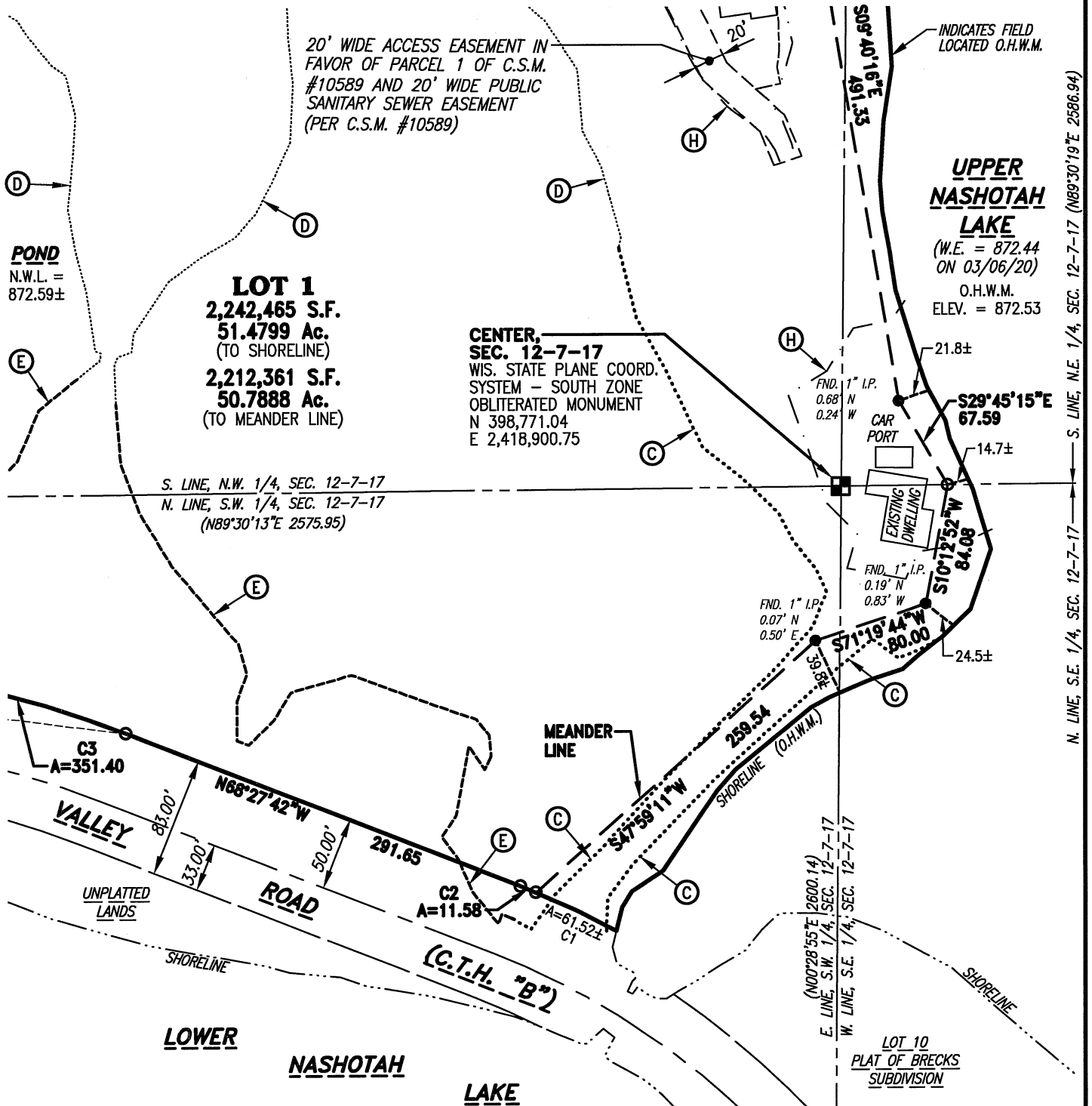


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JOB NO. 07-005-781-02
SHEET 6 OF 14

CERTIFIED SURVEY MAP NO.

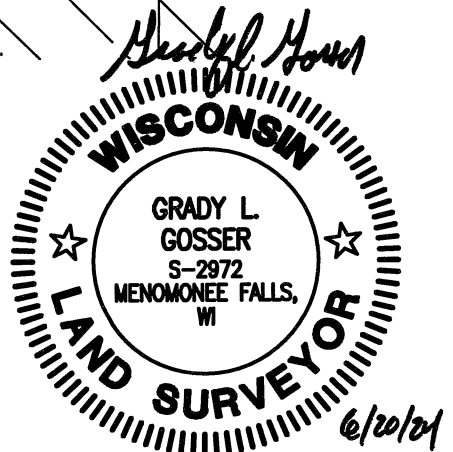
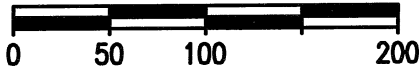
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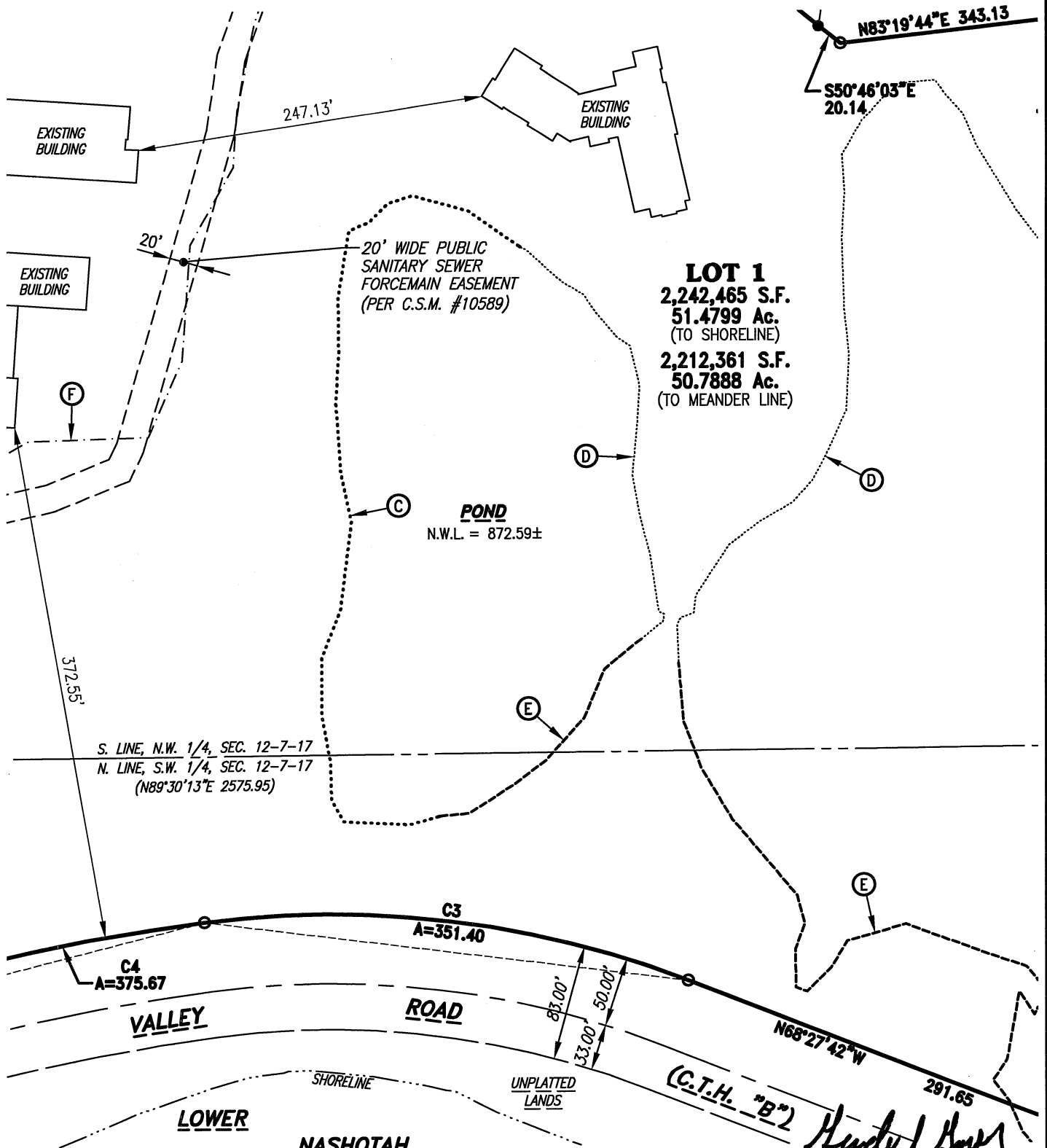


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JOB NO. 07-005-781-02
SHEET 7 OF 14

CERTIFIED SURVEY MAP NO. _____

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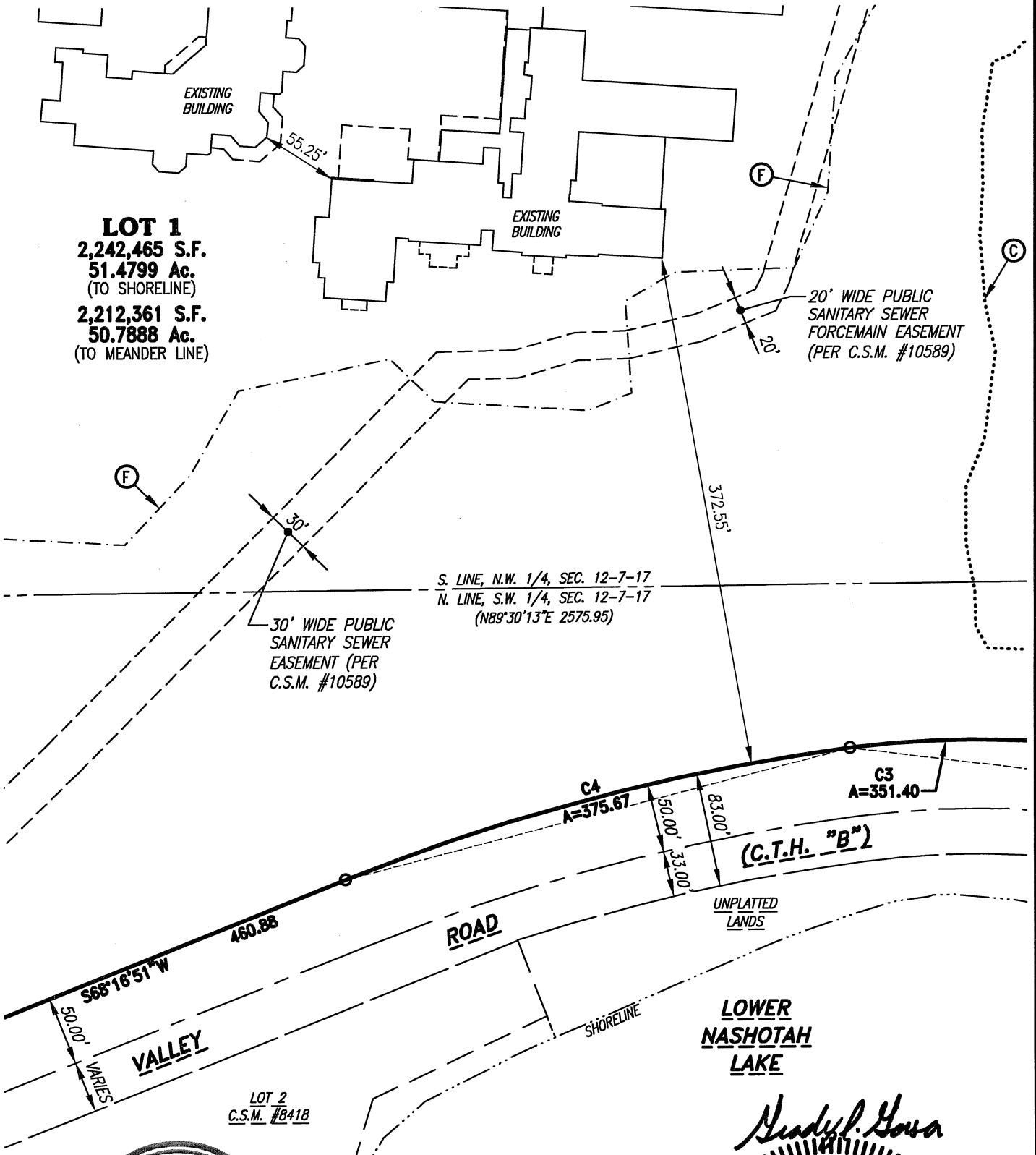


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JOB NO. 07-005-781-02
SHEET 8 OF 14

CERTIFIED SURVEY MAP NO.

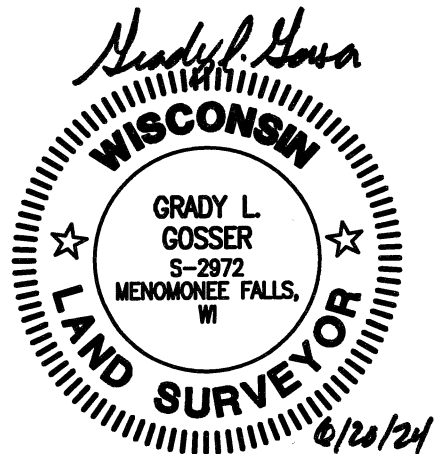
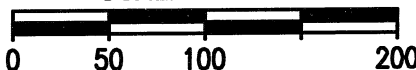
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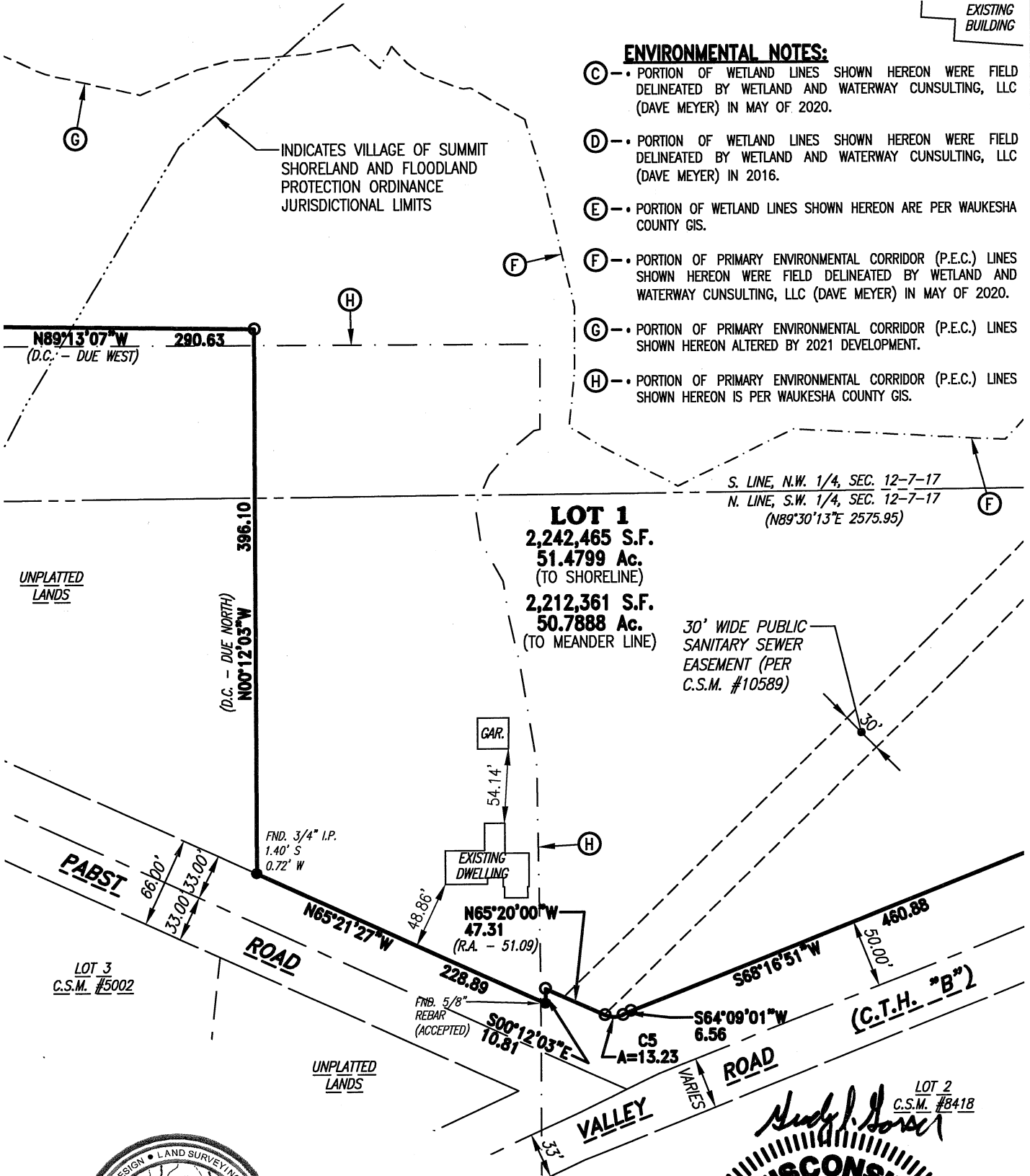


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JOB NO. 07-005-781-02
SHEET 9 OF 14

CERTIFIED SURVEY MAP NO. _____

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ENVIRONMENTAL NOTES:

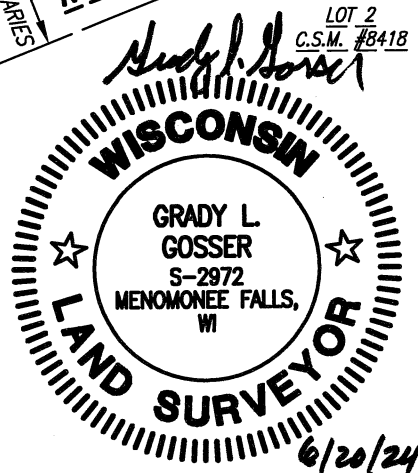
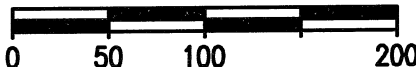
- (C) - PORTION OF WETLAND LINES SHOWN HEREON WERE FIELD DELINEATED BY WETLAND AND WATERWAY CONSULTING, LLC (DAVE MEYER) IN MAY OF 2020.
- (D) - PORTION OF WETLAND LINES SHOWN HEREON WERE FIELD DELINEATED BY WETLAND AND WATERWAY CONSULTING, LLC (DAVE MEYER) IN 2016.
- (E) - PORTION OF WETLAND LINES SHOWN HEREON ARE PER WAUKESHA COUNTY GIS.
- (F) - PORTION OF PRIMARY ENVIRONMENTAL CORRIDOR (P.E.C.) LINES SHOWN HEREON WERE FIELD DELINEATED BY WETLAND AND WATERWAY CONSULTING, LLC (DAVE MEYER) IN MAY OF 2020.
- (G) - PORTION OF PRIMARY ENVIRONMENTAL CORRIDOR (P.E.C.) LINES SHOWN HEREON ALTERED BY 2021 DEVELOPMENT.
- (H) - PORTION OF PRIMARY ENVIRONMENTAL CORRIDOR (P.E.C.) LINES SHOWN HEREON IS PER WAUKESHA COUNTY GIS.



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SCALE: 1"=100'



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JOB NO. 07-005-781-02
SHEET 10 OF 14

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3008, PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 10589 AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

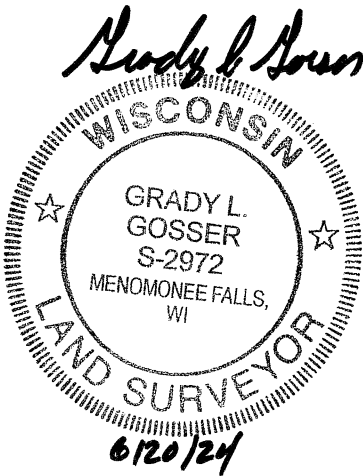
I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of Parcel 2 of Certified Survey Map No. 3008, Parcels 1 and 2 of Certified Survey Map No. 10589 and Unplatted Lands, all being a part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, the Northwest 1/4 and Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 12, Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 12; Thence North 00°48'04" East and along the West line of the said Northwest 1/4 Section, 308.03 feet to the place of beginning of lands hereinafter described;

Thence Due West, 8.99 feet to a point on the centerline of "Sawyer Road" (C.T.H. "P"); Thence North 00°52'16" West and along said centerline, 507.38 feet to a point; Thence South 89°59'53" East, 1001.27 feet to a point; Thence North 02°30'07" East, 336.60 feet to a point; Thence South 80°08'53" East, 171.80 feet to a point; Thence South 81°13'53" East, 114.22 feet to a point; Thence South 64°52'53" East, 140.40 feet to a point; Thence South 05°41'07" West, 231.02 feet to a point; Thence South 89°59'53" East and along the South Right-of-Way line of "North Hickory Lane" and the Westerly extension thereof, 545.52 feet to a point; Thence South 17°55'35" West and along the West line of Parcel 4 of Certified Survey Map No. 3004, 41.30 feet to a point; Thence South 65°35'44" East, 112.20 feet to a point; Thence South 26°18'10" East, 125.25 feet to a point; Thence South 50°46'03" East and along the South line of Parcel 6 of Certified Survey Map No. 3009 and the Westerly extension thereof, 144.20 feet to a point; Thence North 83°19'44" East and along the said South line, 343.13 feet to a point on a Meander Line; Thence Southerly along said Meander Line along the shores of "Upper Nashotah Lake" the following courses; Thence South 09°40'16" East, 491.33 feet to a point; Thence South 29°45'15" East, 67.59 feet to a point; Thence South 10°12'52" West, 84.08 feet to a point; Thence South 71°19'44" West, 80.00 feet to a point; Thence South 47°59'11" West, 259.54 feet to a point on the North Right-of-Way line of "Valley Road" (C.T.H. "B"); Thence Northwesterly 11.58 feet along the said North Right-of-Way line and the arc of a curve, whose center lies to the Southwest, whose radius is 574.00 feet, whose central angle is 01°09'20", and whose chord bears North 67°53'02" West, 11.58 feet to a point of tangency; Thence North 68°27'42" West and along the said North Right-of-Way line, 291.65 feet to a point of curvature; Thence Northwesterly 351.40 feet along the said North Right-of-Way line and the arc of a curve, whose center lies to the Southwest, whose radius is 700.00 feet, whose central angle is 28°45'47", and whose chord bears North 82°50'35.5" West, 347.73 feet to a point of compound curvature;

CONTINUED ON SHEET 12



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3008, PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 10589 AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE CONTINUED

Thence Southwesterly 375.67 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 1485.00 feet, whose central angle is $14^{\circ}29'40''$, and whose chord bears South $75^{\circ}31'41''$ West, 374.67 feet to a point of tangency; Thence South $68^{\circ}16'51''$ West and along the said North Right-of-Way line, 460.88 feet to a point; Thence South $64^{\circ}09'01''$ West and along the said North Right-of-Way line, 6.56 feet to a point of curvature; Thence Southwesterly 13.23 feet along the said North Right-of-Way line and the arc of a curve, whose center lies to the Northwest, whose radius is 15.00 feet, whose central angle is $50^{\circ}30'59''$, and whose chord bears South $89^{\circ}24'30.5''$ West, 12.80 feet to a point of tangency on the Northeasterly Right-of-Way line of "Pabst Road"; Thence North $65^{\circ}20'00''$ West and along the said Northeasterly Right-of-Way line, 47.31 feet to a point; Thence South $00^{\circ}12'03''$ East and along the said Northeasterly Right-of-Way line, 10.81 feet to a point; Thence North $65^{\circ}21'27''$ West and along the said Northeasterly Right-of-Way line, 228.89 feet to a point; Thence North $00^{\circ}12'03''$ West and along the East line of Unplatted Lands, 396.10 feet to a point; Thence North $89^{\circ}13'07''$ West and along the North line of said Unplatted Lands, 290.63 feet to a point; Thence Due North and along the East line of Unplatted Lands, 175.10 feet to a point; Thence Due West and along the North line of said Unplatted Lands, 381.52 feet to the point of beginning of this description.

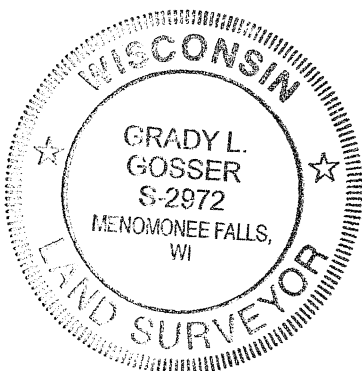
The Gross area of said Parcel contains 2,355,052 Square Feet (or 54.0646 Acres) of land, more or less to the Shoreline. The Gross area of said Parcel contains 2,324,948 Square Feet (or 53.3735 Acres) of land, more or less to the Meander Line. The Net area of said Parcel after the Right-of-Way dedication of "Valley Road" (C.T.H. "B") contains 2,299,579 Square Feet (or 52.7911 Acres) of land, more or less to the Meander Line.

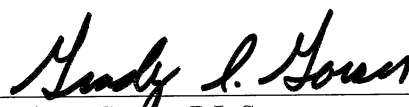
That I have made such survey, land division and map by the direction of **ROGERS MEMORIAL HOSPITAL, INC.**, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Summit in surveying, dividing and mapping the same.

Dated this 20th day of June, 2024.




Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

Drafted this 20th Day of JUNE, 2024

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

Job. No. 07-005-781-02

SHEET 12 OF 14

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3008, PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 10589 AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

ROGERS MEMORIAL HOSPITAL, INC, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Corporation has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Summit, this _____ day of _____, 20 ____.

ROGERS MEMORIAL HOSPITAL, INC

Jack Collier, Vice President of Development

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this _____ day of _____, 20____, Jack Collier, Vice President of Development of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of Development of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____



CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3008, PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 10589 AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey map, in the Village of Summit, Rogers Memorial Hospital, Inc., owner, is hereby approved by the Village Board.

All conditions have been met as of this _____ day of _____, 20_____.

Date: _____

Jack Riley, Village President

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Summit.

Date: _____

Debra Michael, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

Approved, that the Certified Survey Map, in the Village of Summit, Rogers Memorial Hospital, Inc., owner, is hereby approved by the Plan Commission.

Approved as of this _____ day of _____, 20_____.

Date: _____

Jim Siepmann, Chairperson

I hereby certify that the foregoing is true and correct, being approved by the Plan Commission of the Village of Summit.

Date: _____

Debra Michael, Village Clerk



Drafted this 20th Day of JUNE, 2024

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

Job. No. 07-005-781-02

SHEET 14 OF 14

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF A PORTION OF PARCEL 4 OF CERTIFIED SURVEY MAP NO. 3007, A PORTION OF PARCEL 5 OF CERTIFIED SURVEY MAP NO. 3009, PART OF LOT 8 AND LOT 9 OF THE MAP OF SUELFLOWS SUBDIVISION, VACATED "NORTH HICKORY LANE" AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

(A) — VACATED "NORTH HICKORY LANE" (PER VILLAGE RESOLUTION NO. _____)

PREPARED BY:

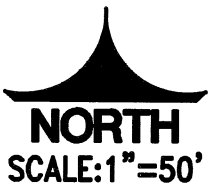
TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480

OWNER:

ROGERS MEMORIAL HOSPITAL, INC.
34700 VALLEY ROAD
OCONOMOWOC, WI 53066
PHONE: 262-646-4411

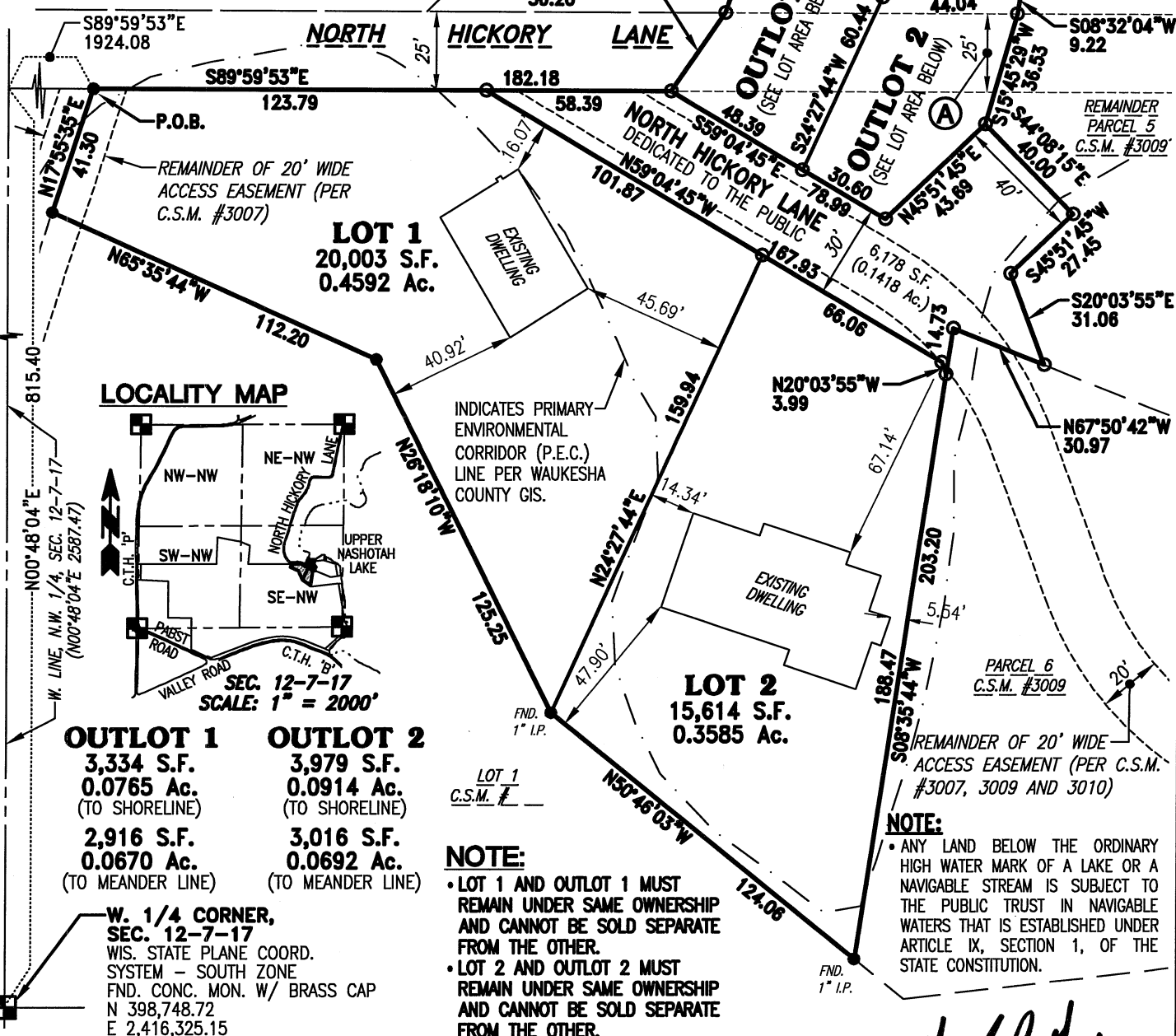
UPPER
NASHOTAH
LAKE

(W.E. = 872.44
ON 03/06/20)
O.H.W.M.
ELEV. = 872.53

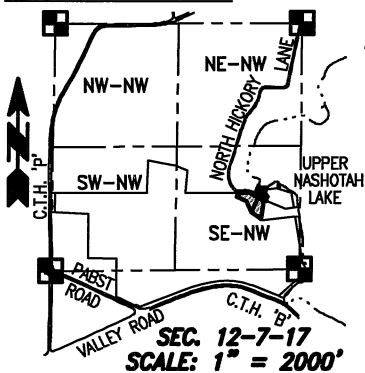


NORTH
SCALE: 1" = 50'

0 25 50 100



LOCALITY MAP



OUTLOT 1

3,334 S.F.
0.0765 Ac.
(TO SHORELINE)
2,916 S.F.
0.0670 Ac.
(TO MEANDER LINE)

OUTLOT 2

3,979 S.F.
0.0914 Ac.
(TO SHORELINE)
3,016 S.F.
0.0692 Ac.
(TO MEANDER LINE)

W. 1/4 CORNER,
SEC. 12-7-17
WIS. STATE PLANE COORD.
SYSTEM — SOUTH ZONE
FND. CONC. MON. W/ BRASS CAP
N 398,748.72
E 2,416,325.15

LOT 1
C.S.M. #

NOTE:

- LOT 1 AND OUTLOT 1 MUST REMAIN UNDER SAME OWNERSHIP AND CANNOT BE SOLD SEPARATE FROM THE OTHER.
- LOT 2 AND OUTLOT 2 MUST REMAIN UNDER SAME OWNERSHIP AND CANNOT BE SOLD SEPARATE FROM THE OTHER.

NOTE:

- 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.

LEGEND:

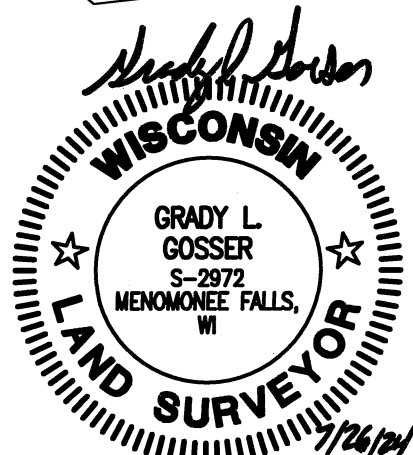
- INDICATES Section Corner
- INDICATES "Set" 0.75" O.D. x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- INDICATES "Found" 0.75" O.D. Reinforcing Bar (Unless otherwise noted).

GENERAL NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE WEST LINE OF THE N.W. 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°48'04"E.
- ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES, TELECOMMUNICATIONS LINES, AND OTHER SIMILAR UTILITY SERVICES SHALL BE PLACED UNDERGROUND UNLESS THE APPLICANT OR UTILITY CAN DEMONSTRATE THAT UNDERGROUNDING IS NOT FEASIBLE.

DRAFTED THIS 26th DAY OF JULY, 2024

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972



JOB NO. 07-005-781-02

SHEET 1 OF 4

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF A PORTION OF PARCEL 4 OF CERTIFIED SURVEY MAP NO. 3007, A PORTION OF PARCEL 5 OF CERTIFIED SURVEY MAP NO. 3009, PART OF LOT 8 AND LOT 9 OF THE MAP OF SUELFLOWS SUBDIVISION, VACATED "NORTH HICKORY LANE" AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of a portion of Parcel 4 of Certified Survey Map No. 3007, a portion of Parcel 5 of Certified Survey Map No. 3009, part of Lot 8 and Lot 9 of the Map of Sueflows Subdivision, vacated "North Hickory Lane" and Unplatted Lands, all being a part of the Southeast 1/4 of the Northwest 1/4 of Section 12, Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 12; Thence North 00°48'04" East and along the West line of the said Northwest 1/4 Section, 815.40 feet to a point; Thence South 89°59'53" East and along the South Right-of-Way line of "North Hickory Lane" and the Westerly extension thereof, 1924.08 feet to the place of beginning of lands hereinafter described;

Continuing thence South 89°59'53" East and along the said South Right-of-Way line, 182.18 feet to a point; Thence North 34°07'22" East, 30.20 feet to a point on the North Right-of-Way line of said "North Hickory Lane"; Thence North 18°30'07" East, 39.06 feet to a point on a Meander Line; Thence South 49°23'42" East and along said Meander Line along the shores of "Upper Nashotah Lake", 49.00 feet to a point; Thence North 84°50'19" East and along said Meander Line, 44.04 feet to a point; Thence South 08°32'04" West, 9.22 feet to a point; Thence South 15°45'29" West, 36.53 feet to a point; Thence South 44°08'15" East, 40.00 feet to a point; Thence South 45°51'45" West, 27.45 feet to a point; Thence South 20°03'55" East, 31.06 feet to a point on the North line of Parcel 6 of said Certified Survey Map No. 3009; Thence North 67°50'42" West and along the said North line of said Parcel 6, 30.97 feet to a point; Thence South 08°35'44" West and along the West line of said Parcel 6, 203.20 feet to a point; Thence North 50°46'03" West, 124.06 feet to a point; Thence North 26°18'10" West, 125.25 feet to a point; Thence North 65°35'44" West, 112.20 feet to a point on the West line of said Parcel 4 of said Certified Survey Map No. 3007; Thence North 17°55'35" East and along the said West line of said Parcel 4, 41.30 feet to the point of beginning of this description.

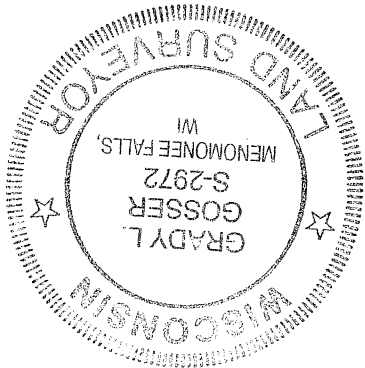
The Gross area of said Parcel contains 42,930 Square Feet (or 0.9856 Acres) of land, more or less to the Shoreline.
The Gross area of said Parcel contains 42,930 Square Feet (or 0.9856 Acres) of land, more or less to the Meander Line.
The Net area of said Parcel after the Right-of-Way dedication of "North Hickory Lane" contains 41,549 Square Feet (or 0.9539 Acres) of land, more or less to the Meander Line.

That I have made such survey, land division and map by the direction of ROGERS MEMORIAL HOSPITAL, INC., owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Summit in surveying, dividing and mapping the same.

Dated this 26th day of July, 2024.



Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF A PORTION OF PARCEL 4 OF CERTIFIED SURVEY MAP NO. 3007, A PORTION OF PARCEL 5 OF CERTIFIED SURVEY MAP NO. 3009, PART OF LOT 8 AND LOT 9 OF THE MAP OF SUELFLOWS SUBDIVISION, VACATED "NORTH HICKORY LANE" AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE:

ROGERS MEMORIAL HOSPITAL, INC, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Corporation has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Summit, this _____ day of _____, 20 ____.

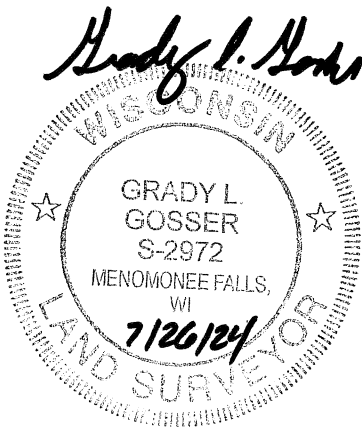
ROGERS MEMORIAL HOSPITAL, INC

Jack Collier, Vice President of Development

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this _____ day of _____, 20____, Jack Collier, Vice President of Development of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of Development of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF A PORTION OF PARCEL 4 OF CERTIFIED SURVEY MAP NO. 3007, A PORTION OF PARCEL 5 OF CERTIFIED SURVEY MAP NO. 3009, PART OF LOT 8 AND LOT 9 OF THE MAP OF SUELFLOWS SUBDIVISION, VACATED "NORTH HICKORY LANE" AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey map, in the Village of Summit, Rogers Memorial Hospital, Inc., owner, is hereby approved by the Village Board.

All conditions have been met as of this _____ day of _____, 20_____.

Date: _____
Jack Riley, Village President

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Summit.

Date: _____
Debra Michael, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

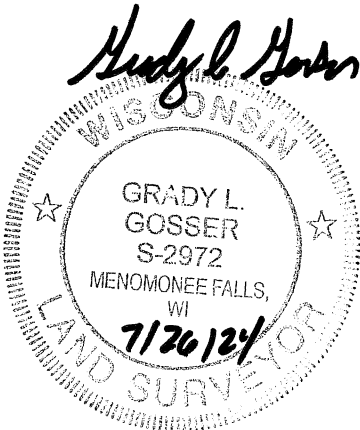
Approved, that the Certified Survey Map, in the Village of Summit, Rogers Memorial Hospital, Inc., owner, is hereby approved by the Plan Commission.

Approved as of this _____ day of _____, 20_____.

Date: _____
Jim Siepmann, Chairperson

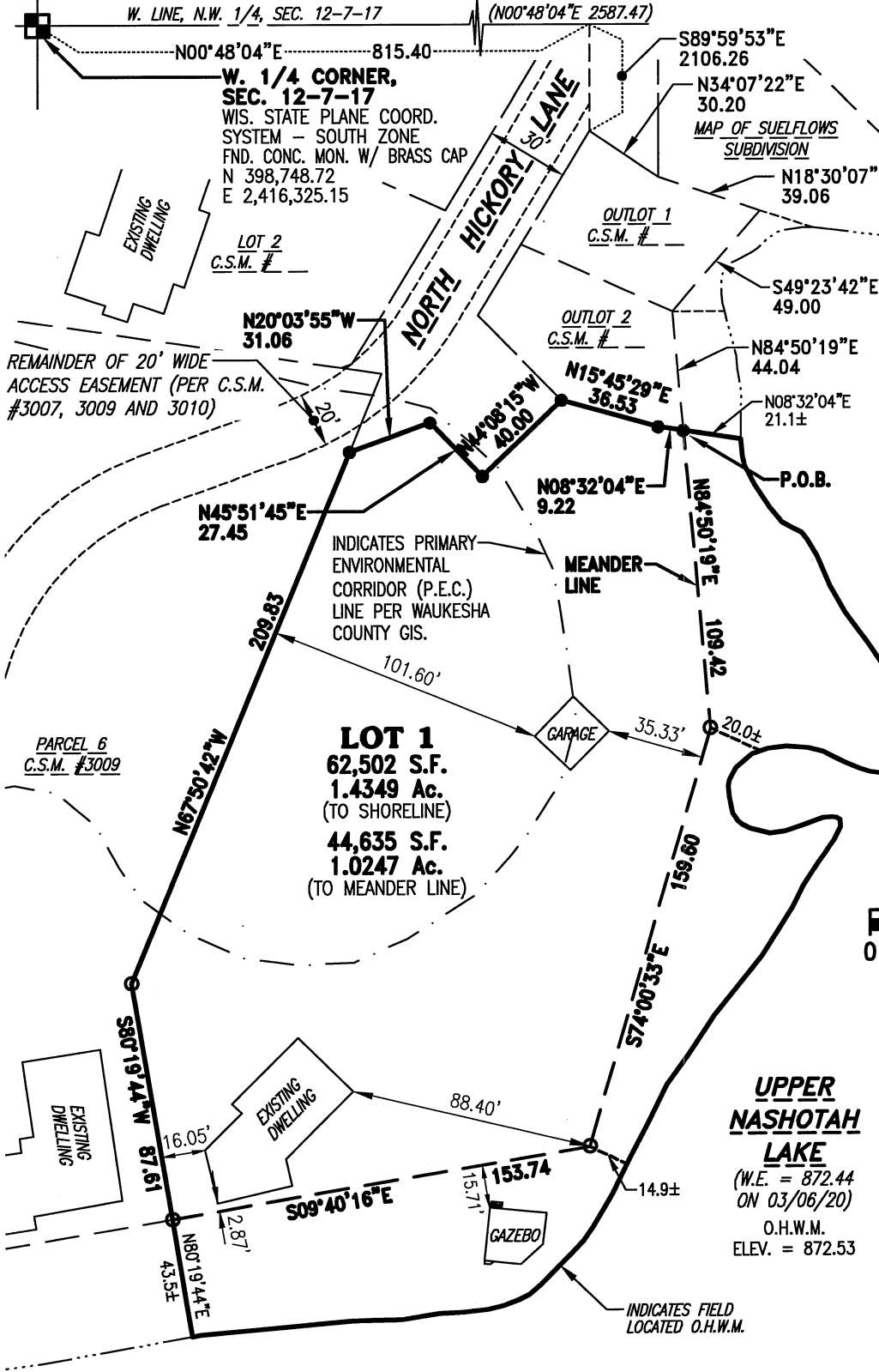
I hereby certify that the foregoing is true and correct, being approved by the Plan Commission of the Village of Summit.

Date: _____
Debra Michael, Village Clerk



CERTIFIED SURVEY MAP NO.

BEING A CONSOLIDATION OF PART OF PARCEL 5 OF CERTIFIED SURVEY MAP NO. 3009, PART OF LOTS 9 AND 10 OF THE MAP OF SUELFLOWS SUBDIVISION AND VACATED "NORTH HICKORY LANE", ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.



NOTE:

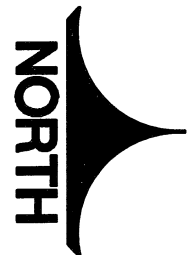
• ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

OWNER:

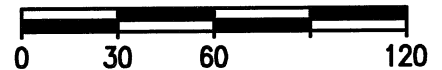
ROGERS MEMORIAL HOSPITAL, INC.
34700 VALLEY ROAD
OCONOMOWOC, WI 53066
PHONE: 262-646-4411

PREPARED BY:

TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD,
SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480

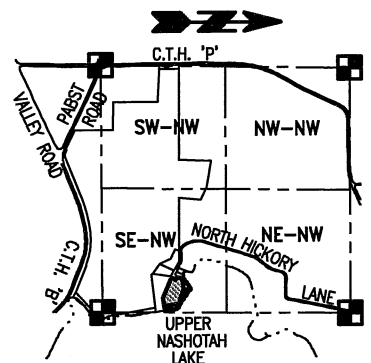


SCALE: 1" = 60'



UPPER NASHOTAH LAKE

(W.E. = 872.44
ON 03/06/20)
O.H.W.M.
ELEV. = 872.53



LOCALITY MAP

N.W. 1/4, SEC. 12-7-17
SCALE: 1" = 2000'

LEGEND:

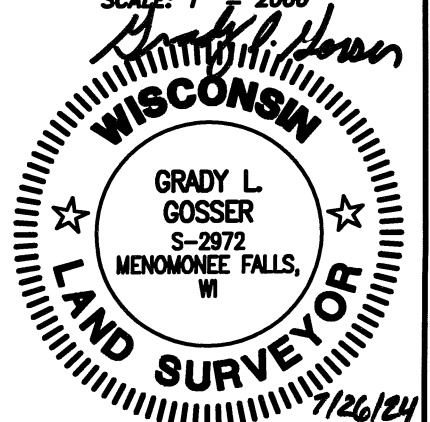
- - INDICATES Section Corner
- - INDICATES "Set" 0.75" O.D. x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- - INDICATES "Found" 0.75" O.D. Reinforcing Bar (Unless otherwise noted).

GENERAL NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE WEST LINE OF THE N.W. 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°48'04"E.
- ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES, TELECOMMUNICATIONS LINES, AND OTHER SIMILAR UTILITY SERVICES SHALL BE PLACED UNDERGROUND UNLESS THE APPLICANT OR UTILITY CAN DEMONSTRATE THAT UNDERGROUNDING IS NOT FEASIBLE.

DRAFTED THIS 26th DAY OF JULY, 2024

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972



JOB NO. 07-005-781-02

SHEET 1 OF 4

CERTIFIED SURVEY MAP NO. _____

BEING A CONSOLIDATION OF PART OF PARCEL 5 OF CERTIFIED SURVEY MAP NO. 3009, PART OF LOTS 9 AND 10 OF THE MAP OF SUELFLOWS SUBDIVISION AND VACATED "NORTH HICKORY LANE", ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a consolidation of part of Parcel 5 of Certified Survey Map No. 3009, part of Lots 9 and 10 of the Map of Sueflows Subdivision and vacated "North Hickory Lane", all being a part of the Southeast 1/4 of the Northwest 1/4 of Section 12, Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the West 1/4 Corner of said Section 12; Thence North 00°48'04" East and along the West line of the said Northwest 1/4 Section, 815.40 feet to a point; Thence South 89°59'53" East and along the South Right-of-Way line of "North Hickory Lane" and the Westerly extension thereof, 2106.26 feet to a point; Thence North 34°07'22" East, 30.20 feet to a point on the North Right-of-Way line of said "North Hickory Lane"; Thence North 18°30'07" East, 39.06 feet to a point on a Meander Line; Thence South 49°23'42" East and along said Meander Line along the shores of "Upper Nashotah Lake", 49.00 feet to a point; Thence North 84°50'19" East and along said Meander Line, 44.04 feet to the place of beginning of lands hereinafter described;

Continuing thence North 84°50'19" East and along said Meander Line, 109.42 feet to a point; Thence South 74°00'33" East and along said Meander Line, 159.60 feet to a point; Thence South 09°40'16" East and along said Meander Line, 153.74 feet to a point on the North line of Parcel 6 of Certified Survey Map No. 3009; Thence South 80°19'44" West and along said North line, 87.61 feet to a point; Thence North 67°50'42" West and along said North line, 209.83 feet to a point on the Northeasterly Right-of-Way line of said "North Hickory Lane"; Thence North 20°03'55" West and along the said Northeasterly Right-of-Way line, 31.06 feet to a point; Thence North 45°51'45" East and along the said Northeasterly Right-of-Way line, 27.45 feet to a point; Thence North 44°08'15" West and along the said Northeasterly Right-of-Way line, 40.00 feet to a point on the East line of Outlot 2 of Certified Survey Map No. _____; Thence North 15°45'29" East and along the said East line, 36.53 feet to a point; Thence North 08°32'04" East and along the said East line, 9.22 feet to the point of beginning of this description.

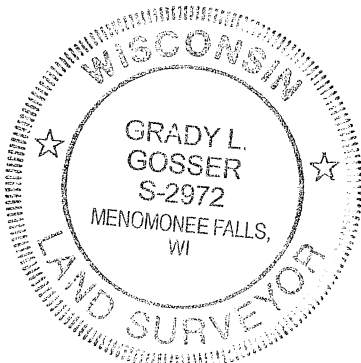
Said Parcel contains 62,502 Square Feet (or 1.4349 Acres) of land, more or less to the Shoreline. Said Parcel contains 44,635 Square Feet (or 1.0247 Acres) of land, more or less to the Meander Line.

That I have made such survey, land division and map by the direction of **ROGERS MEMORIAL HOSPITAL, INC.**, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Summit in surveying, dividing and mapping the same.

Dated this 26th day of JULY, 20 24.





Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

Drafted this 26th Day of JULY, 2024

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

Job. No. 07-005-781-02

SHEET 2 OF 4

CERTIFIED SURVEY MAP NO. _____

BEING A CONSOLIDATION OF PART OF PARCEL 5 OF CERTIFIED SURVEY MAP NO. 3009, PART OF LOTS 9 AND 10 OF THE MAP OF SUELFLOWS SUBDIVISION AND VACATED "NORTH HICKORY LANE", ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE:

ROGERS MEMORIAL HOSPITAL, INC, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Corporation has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Summit, this _____ day of _____, 20 _____.

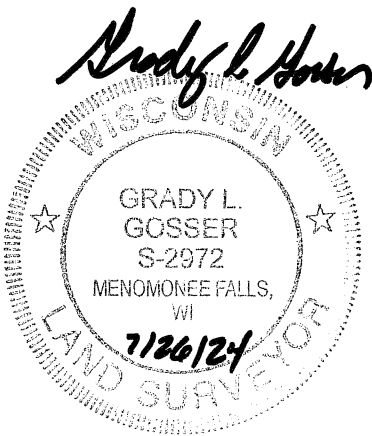
ROGERS MEMORIAL HOSPITAL, INC

Jack Collier, Vice President of Development

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this _____ day of _____, 20_____, Jack Collier, Vice President of Development of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of Development of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____



CERTIFIED SURVEY MAP NO. _____

BEING A CONSOLIDATION OF PART OF PARCEL 5 OF CERTIFIED SURVEY MAP NO. 3009, PART OF LOTS 9 AND 10 OF THE MAP OF SUELFLOWS SUBDIVISION AND VACATED "NORTH HICKORY LANE", ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey map, in the Village of Summit, Rogers Memorial Hospital, Inc., owner, is hereby approved by the Village Board.

All conditions have been met as of this _____ day of _____, 20____.

Date: _____
Jack Riley, Village President

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Summit.

Date: _____
Debra Michael, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

Approved, that the Certified Survey Map, in the Village of Summit, Rogers Memorial Hospital, Inc., owner, is hereby approved by the Plan Commission.

Approved as of this _____ day of _____, 20____.

Date: _____
Jim Siepmann, Chairperson

I hereby certify that the foregoing is true and correct, being approved by the Plan Commission of the Village of Summit.

Date: _____
Debra Michael, Village Clerk



VILLAGE OF SUMMIT

SUMMARY SHEET

August 6, 2020

For the August 13, 2020 Village Board Meeting

TOPIC: **Final Resolution to Consider Vacating and Discontinuing a portion of Hickory Lane**

RECOMMENDED MOTION: **Motion to adopt the Final Resolution to consider vacating and discontinuing a portion of Hickory Lane.**

PURPOSE: To complete the formal process for relocating the right-of-way for the southeast end of Hickory Lane

BACKGROUND: The original 1913 Suelfow's Subdivision Plat for lands on the west side of Upper Nashotah Lake included a layout for Hickory Lane to go east on the shoreline of the lake. Approximately 200 feet of the roadway was never built in the platted right-of-way. Instead, over time an area of driveways were used and paved and maintained for access to three homes in the area.

The state code allows for various procedures to vacate right-of-way. One mechanism that the Village of Summit has used in the past has the Village Board sponsoring the process. Attorney Macy and the attorney for Rogers have agreed on the process and information necessary.

ATTACHMENTS: Draft Resolution

FISCAL IMPACT: Rogers is covering the costs of this application. Future costs will include the maintenance of a turn around at the end of Hickory Lane. This area is currently gravel until the area settles and DPW includes in future roadwork.

Additional signage for no parking and turnaround direction will be needed.

PREPARED BY: Henry Elling, Village Planner

STATE OF WISCONSIN

VILLAGE OF SUMMIT

WAUKESHA COUNTY

RESOLUTION NO. _____

**FINAL RESOLUTION AND ORDER VACATING AND DISCONTINUING
A PORTION OF N. HICKORY LANE**

WHEREAS, the Village Board of the Village of Summit introduced and adopted an initial Resolution on June 11, 2020, as Resolution No. _____, proposing the vacation and discontinuance of a portion of N. Hickory Lane pursuant to § 66.1003(4)(a), Wis. Stats., more specifically depicted on the attached **EXHIBIT "A"** and described on the attached **EXHIBIT "B"**.

WHEREAS, a Notice of Lis Pendens was filed with the Office of the Register of Deeds, Waukesha County pursuant to §§ 66.1003(9) and 840.11 Wis. Stats., against the lots abutting the above-described portion of N. Hickory Lane, described as follows:

Lots 9 and 10, Suelflow's Subdivision, of part of the Northwest ¼ of Section 12, Township 7 North, Range 17 East, except that part thereof conveyed to E.S. Thatcher and wife, described as follows: Commencing at the Southwest corner of Lot 9; running thence North, 32 feet to a point in the shore of Upper Nashotah Lake, as now excavated; thence North 78 degrees 25' East and along the shore Upper Nashotah Lake, as now excavated 50 feet to a point; thence South 8 degrees 30' West, 43 feet to a point on the North line of Hickory Lane; thence West 42.50 feet to the point of beginning, subject, to the restrictions contained in a Deed to E.S. Thatcher and wife, recorded in the Register of Deeds for Waukesha County, in Volume 179 of Deeds, Page 644. Said land being in the Village of Summit, County of Waukesha, State of Wisconsin.

Tax Key No. SUMT0622014

All that part of Lot 9 of the map of Suelflows Subdivision of part of the NW 1/4 of Section 12, Town 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows: Commencing at the SW Corner of the Lot 9 running thence N. 32 feet to a point in the shore of Upper Nashotah Lake as now excavated; thence N. 78° 25' E. and along the shore of Upper Nashotah Lake as now excavated 50 feet to the a point; thence S. 8° 30' W. 43 feet to a point on the N. line of Hickory Lane; thence W. 42.50 feet to the point of beginning.

That part of a piece of land bounded as follows: Commencing at point 814.61 feet N. and 2223.24 feet E. of the SW corner of the NW 1/4 of Section 12, Town 7 North, Range 17 East, Waukesha County, Wisconsin; running thence W. 48.10 feet to a point; thence S. 23° 18' W. 217 feet to a point; thence S. 51° 24' E. 124.15 feet to a point; thence N. 8° 5' E. 278.60 feet to the point of beginning.

Tax Key No. SUMT0622978

Parcel 4 of Certified Survey Map No. 3007 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on July 21, 1977 in Volume 22 of Certified Survey Maps, at Page 195 to 197, as Document No. 1007034, being part of the Northwest ¼ of the Section 12, Township 7 North, Range 17 East. Said land being in the Village of Summit, County of Waukesha, State of Wisconsin.

Tax Key No. SUMT0622980004

Parcel 5 of Certified Survey Map No. 3009 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on July 21, 1977 in Volume 22 of Certified Survey Maps, at Page 201 to 203, as Document No. 1007036, being part of the Northwest ¼ of Section 12, Township 7 North, Range 17 East. Said land being in the Village of Summit, County of Waukesha, State of Wisconsin.

Tax Key No. SUMT062298005

All that part of Lot 8 of the Map of Suelflow's Subdivision of part of the Northwest 1/4 of Section 12, Township 7 North, Range 17 East, in the Village (formerly Town) of Summit, Waukesha County, State of Wisconsin, described as follows: Beginning at a point on the North shore of the lake, 10 feet Northwesterly of the Northwest corner of said Lot 8; thence along the shore South 60 degrees 14' East, 75 feet to a point, which point is the point of beginning of the premises to be hereby conveyed, to-wit; running thence South 60 degrees 14' East, 25.50 feet to a point; thence South 18 degrees 3' West, 97.30 feet to a point on the North line of Hickory Lane; thence West along said North line, 93.40 feet to a point; thence North 43 degrees 48' East, 147.50 feet to the place of beginning.

For informational purposes: Tax Key No. SUMT0622011

WHEREAS, a public hearing was held before the Plan Commission on the 16th of July, 2020 and the Village Board on this 13th day of August, 2020, concerning said vacation and discontinuance of said portion of N. Hickory Lane, and that due and proper notice of said hearing was made in compliance with § 66.1003(4)(b), Wis. Stats.; and

WHEREAS, no written objections were made or filed to said proposed vacation and discontinuance with the Administrator-Clerk/Treasurer of the Village of Summit prior to the hearing therein or thereafter; and

WHEREAS, the Plan Commission of the Village of Summit reviewed and studied the proposed discontinuance and vacation of said portion of N. Hickory Lane, and determined that said vacation and discontinuance would be in the public interest, and filed their recommendation for said vacation and discontinuance of said portion of N. Hickory Lane with the Village Board prior to the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Summit that it deems and therefore finds that it would be in the public interest that a portion of N. Hickory Lane be vacated and discontinued pursuant to § 66.1003, Wis. Stats., which said portion to be discontinued and vacated is more specifically depicted on the attached **EXHIBIT "A"** and described on the attached **EXHIBIT "B"**.

BE IT FURTHER RESOLVED by the Village Board of the Village of Summit that it does and hereby orders that said portion of N. Hickory Lane above described, be, and the same hereby is, vacated and discontinued pursuant to § 66.1003, Wis. Stats.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be recorded with the Office of the Register of Deeds, Waukesha County, pursuant to § 840.11, Wis. Stats., discharging the lis pendens.

Dated this 13th day of August, 2020.

VILLAGE OF SUMMIT

Jack Riley, President

Debra J. Michael, Administrator-Clerk/Treasurer

ACKNOWLEDGMENT

STATE OF WISCONSIN)

COUNTY OF WAUKESHA)

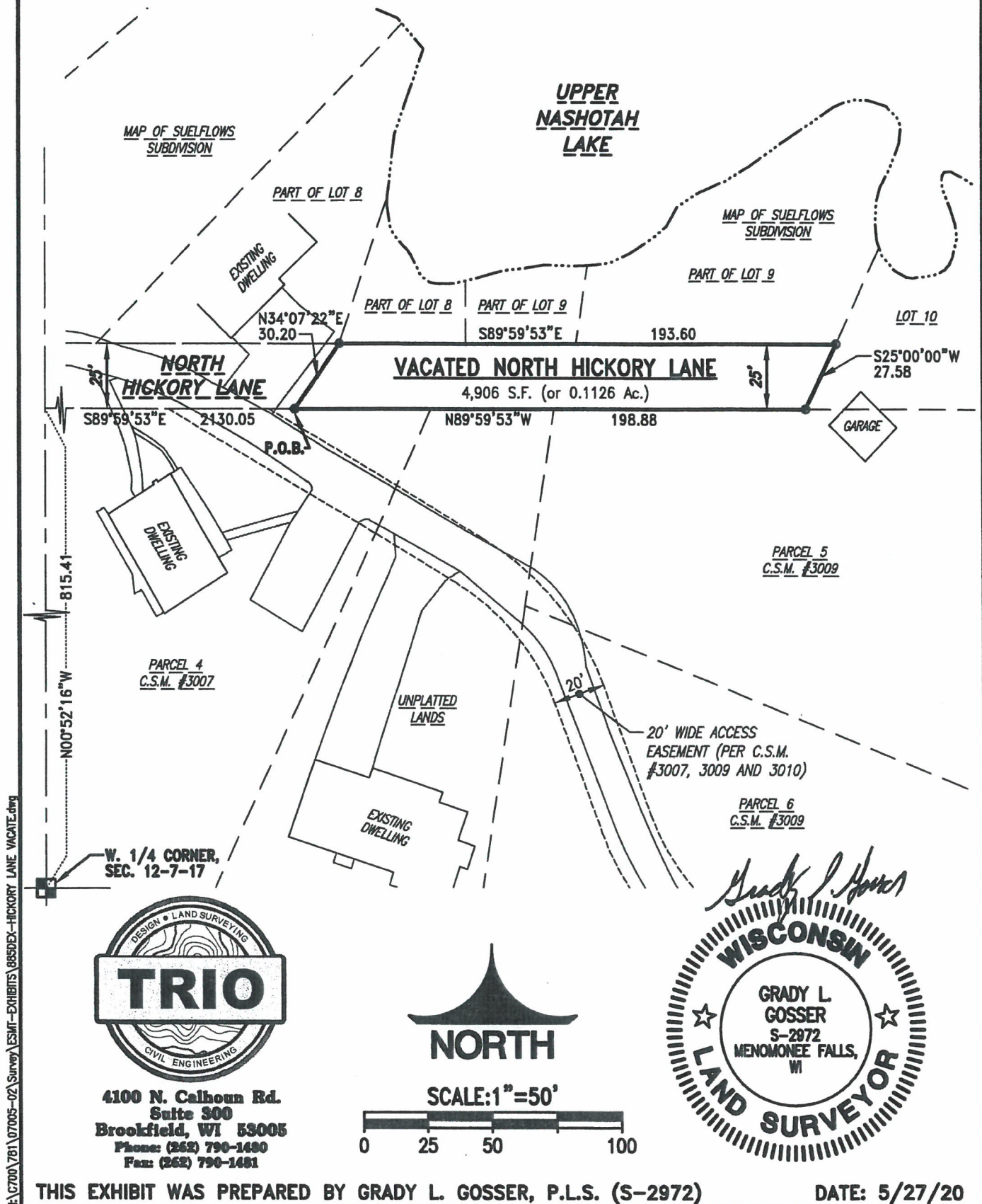
This instrument was acknowledged before me, the undersigned Notary Public, this _____ day of August, 2020, by Jack Riley, President of the Village Board of the Village of Summit, and Debra J. Michael, Administrator-Clerk/Treasurer of the Village Board of the Village of Summit, to me known to be the persons whose names are set forth above.

Notary Public, State of Wisconsin

My commission expires: _____

EXHIBIT "A"

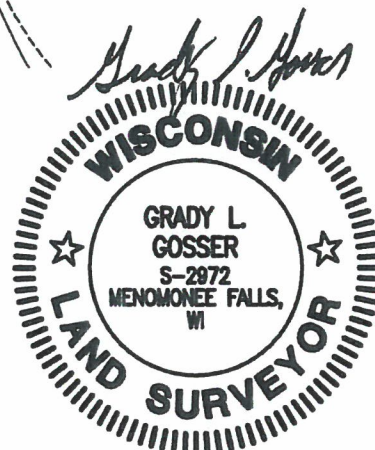
VACATED "NORTH HICKORY LANE"



4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1490
Fax: (262) 790-1481



SCALE: 1" = 50'



THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATE: 5/27/20

EXHIBIT "B"

VACATED "NORTH HICKORY LANE"

LEGAL DESCRIPTION:

All that part of the Southeast 1/4 of the Northwest 1/4 of Section 12, Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

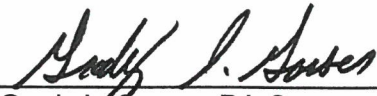
Commencing at the West 1/4 Corner of said Section 12; Thence North 00°52'16" West and along the centerline of "Sawyer Road" (C.T.H "P"), 815.41 feet to a point; Thence South 89°59'53" East and along the South Right-of-Way line of "North Hickory Lane" and the Westerly extension thereof, 2130.05 feet to the place of beginning of lands hereinafter described;

Thence North 34°07'22" East, 30.20 feet to a point on the North Right-of-Way line of said "North Hickory Lane"; Thence South 89°59'53" East and along the said North Right-of-Way line, 193.60 feet to a point; Thence South 25°00'00" West and along the East Right-of-Way line of said "North Hickory Lane", 27.58 feet to a point, Thence North 89°59'53" West and along the said South Right-of-Way line, 198.88 feet to the point of beginning of this description.

Said Parcel contains 4,906 Square Feet (or 0.1126 Acres) of land, more or less.

Date: 5/27/20




Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481



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MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Date: October 10, 2024

Re: **Amendment to the Adopted Regional Water Quality Management Plan (Dousman Sanitary Sewer Service Area)**

SUMMARY:

In September of 2023, the Southeastern Wisconsin Regional Planning Commission adopted an Amendment to the Adopted Regional Water Quality Management Plan for the Village of Dousman to modify the Village's sewer service area. The Village of Dousman Board adopted the plan amendment on July 17, 2023. The Wisconsin Department of Natural Resources also approved the modified the plan. A public hearing was held on July 17, 2023 at the Dousman Village Hall to receive public comments. No objections were expressed at the hearing.

The plan adds approximately 147 acres in the southeast corner of HWY 67 and USH-18 to the sewer service area. The Village of Dousman's Comprehensive Plan identifies the future land use of the area as business and high-density multi-family residential (15 units/acre) in the northwest corner of the designated area and small-lot single family residential (as low as 1 unit/12,000 sq. ft.) in the remainder of the designated area.

Two areas were removed from the Village of Dousman's sanitary sewer service area, including approximately 191 acres located north of USH-18 and west of STH 67 in Sections 27 and 34 of the Village of Summit. These areas are not currently served by sanitary sewer service and the Village of Dousman did not anticipate service within the next 20 years. One of the areas is 35.7 acres in size and owned by Robert & Carol Buth Revocable Trust (533 N. Summit Ave./SUMT0684999). The property is not included in the lands to be transferred to the Village of Dousman and is planned as SF Residential 2.4-acre density residential on the Village of Summit's Land Use Plan Map. The other area consists of several properties that have already been developed with 108 homesites (including, but not limited to, Summit Meadows & Still Waters Subdivisions) that are currently served by private septic systems. This area is also not included in the lands to be transferred to the Village of Dousman. Most of the land is in the SF Residential 0.8-acre density.

V. Dousman Sewer Service Area

ATTACHMENTS:

- Amendment to the Adopted Regional Water Quality Management Plan (Dousman Sanitary Sewer Service Area)

FISCAL IMPACT: No immediate fiscal impacts. Potential loss of future development that would benefit from sewer service.

RECOMMENDED MOTION:

Acknowledge the Amendment to the Adopted Regional Water Quality Management Plan for the Village of Dousman adopted by the Southeastern Wisconsin Regional Planning Commission in September of 2023.



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MEMORANDUM

To: Village Board

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

Date: October 4, 2024

Re: Department of Public Works Administrative Report

DPW Crew Activities

Cemetery Activity Summary

- One funeral/burial occurred in September, and there is one currently scheduled for mid-October.
- One double niche, one single niche, and one grave site were sold in September. Two grave sales are pending.
- A Cemetery Board meeting is scheduled for November 1st at 8:30 a.m. at Village Hall. The Cemetery budget will be discussed at this meeting.

Equipment Maintenance & Repair

- Casper's Trucking took possession of the 2014 and 2019 International patrol trucks the week of September 30th to begin retrofitting them with brine pre-wet systems. They anticipate that work will be completed by the end of October.
- The DPW's F350 and F450 were taken in to Waukesha County for routine service. The F450 had a new steering gear box installed to address some issues with the front end, and a set of new tires were installed. The F350 was missing on three cylinders, and a complete tune-up was completed (full set of new spark plugs resolved the issue). In addition, new tires and brakes were installed and an alignment was performed (one tire was completely flat, and one of the brake pads was worn severely on one side of the vehicle).
- E. H. Wolf was called to repair a kinked/cracked hose on the fuel pump in September. It appears that someone may have driven off with the nozzle still in the vehicle, causing the hose to become pinched in the fence around the tanks.
- On Friday, September 27th, staff were notified by a resident that the used oil tank was completely full. Upon inspection, it appears that the tank had been full for some time, as there was a good amount of overflow in the containment tank surrounding. It also appears that residents were still disposing of oil in the tank despite it being full. The

tank also seems to have been shifted forward within the containment tank, and oil was slowly dripping out of the receptacle where oil is dumped onto the ground (missing the drip ledge). OSI Environmental was called on that same day to schedule a pickup, and a sign was posted on the gate that the container was full and advising residents not to use. OSI was able to service the tank the following Tuesday morning. In addition, a complaint was made to the DNR. Oil dry was used to clean up the spilled oil on the concrete pad, and soil that was contaminated next to the pad was dug out and disposed of. Photos were submitted to the DNR as documentation of the work. In the future, a regular inspection cycle will be set up to check the tank to ensure that we are monitoring levels more closely on a regular basis.

Park Activities

- Oconomowoc Area Baseball Club finished their improvements at the park. They reported that there are still a few miscellaneous materials to clean up at the park, which they will try to get completed soon.

Road Maintenance Activities

- Nothing significant to report.

DPW Staffing Update

Scott Lilienkamp has accepted the Village's employment offer for the DPW Crew Leader position. His first day will be Monday, October 21st.

Bob Bahr has started as a part-time seasonal employee. He has a Class A CDL and heavy equipment experience. He is primarily assisting with groundskeeping activities at this time, and he also will be working over the winter as a seasonal employee to assist with snow and ice control operations.

2024 Road Paving Program

Wolf Paving and their subcontractors began working on N Venice Beach Road drainage improvements the week of September 23rd. Paving is anticipated to be completed the week of October 7th, weather pending. The Village has reached out to Waukesha County regarding the condition of the culvert under CTH DR at the west intersection of N Venice Beach Rd to determine if they are willing to repair or replace the culvert to help with drainage.

2024 Asphalt Surface Rejuvenating Treatment Program

Corrective Asphalt Materials completed work activities October 1 – 3, and all roadways were swept to remove the screenings by the end of the same week. In addition to the roads included in the program, staff requested that they complete a short (approx. 100 foot long) test section along Mill Rd just north of Venice Park Rd. The Village received one complaint from a resident on Glendale Rd regarding lack of direct notification of the affected property owners. Past practice for this type of maintenance work has been to issue a general press release and to post on the Village website, which was completed the week prior. The contractor was great to work with and communicated well with staff regarding their schedule and work activities.

Catch Basin Cleaning Program

Staff are soliciting quotes from contractors to complete catch basin cleaning for 2024.

N Dousman Road Multi-Use Trail Extension Project

Strand Associates has submitted two path layouts for Village staff to review. A meeting will be set up in early October with the Consultant Selection Committee members to review the alternatives and determine which direction the Village should go for the layout.

Upper Nemahbin Lake/Bark River Dredging Project

SEH inspected the storage sites and the disposal site in response to the UNLMD's request to close out the project. One of the storage sites had not yet been stabilized, and the tracking pad and access route for an additional storage site also needs to be addressed. A number of required tasks were reported to the District. The District was instructed to report back with photographs once this work has been completed so that the erosion control permit could be closed out.

"Lake Street" Right-of-Way Vacation Request (Genrich's Bay Subdivision)

An attorney representing the property owners interested in the vacation of the Lake Street right-of-way reached out to Village staff in late September. The attorney intends to request that the Village Board introduce a resolution for vacation, which will help streamline the vacation process required by State Statute. All costs related to the vacation process will be covered by the property owners. More information will be presented to the Village Board as it becomes available.

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.*

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, October 14, 2024.

ATTACHMENTS: None.



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MEMORANDUM

To: Village Board

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

Date: October 2, 2024

Re: Discussion and Action on Proposed Changes to the Clothing Allowance Policy for Public Works Department Employees

PURPOSE:

To request approval of proposed changes to the clothing allowance for Public Works Department employees.

BACKGROUND:

In September of 2023, the Village Board approved changes to the Clothing Allowance policy for DPW employees. An increase in the annual allowance was approved, more clear language was included regarding which employees are eligible, and a scale was created to prorate the benefit for newly hired employees based on the month that they begin employment with the Village.

Recently, an employee inquired about whether they would be able to make a clothing purchase after they had provided notice to the Village that they were leaving employment. The policy does not specifically address reimbursement requests for purchases that are made after an employee has put in their notice or for employees who quit without notice. Ultimately, this employee did not submit a receipt requesting reimbursement. However, Village staff believe updating the policy to provide clarification on whether reimbursement would be allowed under this circumstance would be beneficial since the intent of the policy is to provide reimbursement for clothing used while someone is employed with the Village. The Clothing Allowance policy in the Employee Handbook also includes stipend information for the Police Department; Chief Hartert has requested that include additional language for non-represented Police Department employees.

The policy would read as follows with the proposed changes (additional highlighted in yellow):

"Full-time employees in the Public Works Department employed by the Village on or before January 31st of the year shall receive an annual stipend of \$300.00 for shoe or clothing purposes. New full-time employees in the Public Works Department employed by the Village after January 31st of the same year shall be eligible for a pro-rated stipend calculated by the number of months worked in the year, beginning the month that they begin employment as outlined in the table below:

<i>Beginning Employment Date</i>	<i>Pro-Rated Stipend</i>
<i>On or before January 31st</i>	<i>100%</i>
<i>February 1st – February 29th</i>	<i>91.7%</i>
<i>March 1st – March 31st</i>	<i>83.3%</i>
<i>April 1st – April 30th</i>	<i>75%</i>
<i>May 1st – May 30th</i>	<i>66.7%</i>
<i>June 1 – June 30th</i>	<i>58.3%</i>
<i>July 1st – July 31st</i>	<i>50%</i>
<i>August 1st – August 31st</i>	<i>41.7%</i>
<i>September 1st – September 30th</i>	<i>33.3%</i>
<i>October 1st – October 31st</i>	<i>25%</i>
<i>November 1st – November 30th</i>	<i>16.7%</i>
<i>December 1st – December 31st</i>	<i>8.3%</i>

Employees who submit notice that they intend to leave Village employment or who leave Village employment without providing notice shall not receive reimbursement for any shoe or clothing purchases made within two (2) weeks of their last date of employment. The Village will pay for a uniform cleaning service for full-time public works employees.

Non-represented sworn Police Department employees will follow the current union contract guidelines. Police Officer allowance is addressed separately in the Association Agreement.”

RECOMMENDATION:

Village staff recommends that the Village Board approve the proposed changes to the clothing allowance for Public Works Department and Police Department employees.

ATTACHMENTS: None.

FISCAL IMPACT: None.

RECOMMENDED MOTION: Motion to approve the changes to the clothing allowance policy in the Village of Summit Employee Handbook for Public Works Department and Police Department employees, as proposed.



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MEMORANDUM

To: Village Board

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

Date: October 2, 2024

Re: Discussion and Action on Offer Parameters for DPW Operator Positions

PURPOSE:

To determine parameters in which Village staff may make a conditional offer of employment for the DPW Operator positions.

BACKGROUND:

Applications are being accepted for one existing vacancy for a DPW Operator position, and one vacancy is anticipated in December due to a retirement. Staff wish to receive authority to make an offer to the top candidate, as determined by the hiring panel, to hire for the existing vacant position. If a second candidate is identified during the hiring process, staff would also like the authority to make an offer to fill the anticipated vacant position. There is sufficient budget available to cover an overlap of employees.

The job posting advertised a starting pay range of \$25.00 to \$29.00 per hour, based on experience and qualifications. There are candidates with municipal experience that have applied, and Village staff's preference will be to hire candidates with experience. The approved wage range for this position was set at \$25.00 to \$33.00 per hour. Candidates may wish to negotiate a higher amount of PTO than the Village Handbook states for new employees.

Direction from the Village Board is requested to set parameters for Village staff to negotiate wages and PTO with the top candidate(s), pending background and reference checks.

ATTACHMENTS: DPW Crew Leader Job Description & Advertisement Notice

FISCAL IMPACT: To be determined, based on Village Board direction.

RECOMMENDED MOTION: To be determined, based on Village Board direction.



DPW Operator Position

Department of Public Works

Immediate Opening

The Village of Summit is accepting applications for two DPW Operators. This position is responsible for assisting with the daily tasks and activities within the Department of Public Works (DPW). The starting pay range for this position is \$25.00 - \$29.00 per hour, based on experience and qualifications. Village employees are eligible for periodic pay increases based on performance and economic adjustment. The Village offers a comprehensive benefits package that includes participation in the Wisconsin Retirement System, excellent healthcare benefits, paid time off (PTO), ten (10) paid holidays, ability to earn compensatory time, clothing allowance, and several other benefit options.

Under direct supervision of the Public Works Director, this position performs a variety of manual labor and tasks in the Public Works Department. This position is responsible for operating a variety of equipment in the construction, operation, repair, maintenance, and replacement of Village streets, public rights-of-way, storm water system infrastructure, and public grounds and facilities. This position is also responsible for snow and ice control and other severe weather operations.

Candidates must possess a valid state-issued Class "B" Commercial Driver's License in good standing with no restrictions for air brake operation. The ability to obtain a tanker (N) endorsement within six (6) months of hire is also required. A minimum of one (1) year of experience in equipment operations, general construction, or applicable trade is required, preferably within the Public Works field. The ideal candidate will possess the following qualities: ability to work well in a team atmosphere, willingness to learn, excellent communication, self-motivation, and culture fit.

If you would like to join a small group of exceptional employees in a growing municipality, look no further than the Village of Summit! The Village of Summit is an Equal Opportunity Employer.

Applications will be accepted until the open positions have been filled. Review of applicants will begin on Friday, September 20th and will continue weekly. Please complete the employment application on the website (<https://summitvillage.org/employment-opportunities/>). Cover letters and letters of reference are not required but are encouraged. Submit employment documents by mail, email, or hand delivery to:

Village of Summit
Attn: Kamron Nash, P.E.
Public Works Director
37100 Delafield Rd
Summit, WI 53066
pwdirector@summitvillage.org

 Position Description	Position Title	Department of Public Works (DPW) Operator		
	Department	Public Works	Date Approved	September 12, 2024
	Full/Part Time	Full Time	Union/Non-Union	Non-Union
	Reports to	Public Works Director	Supervisory Position	No
	FLSA Status	Non-Exempt	Pay Range	\$25.00 - \$33.00

OBJECTIVE

Under direct supervision of the Public Works Director, this position performs a variety of manual labor and tasks in the Public Works Department. This position is responsible for operating a variety of equipment in the construction, operation, repair, maintenance, and replacement of Village streets, public rights-of-way, storm water system infrastructure, and public grounds and facilities. This position is also responsible for snow and ice control and other severe weather operations.

RELATIONSHIPS

Reports to: Public Works Director

Supervises: Has no supervisory duties.

Has work contacts with Department Heads, employees, co-workers, contractors, vendors, and the general public.

ESSENTIAL DUTIES

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Assists in the preparation of subgrade, pavement cutting, and installation of asphalt in the construction and/or maintenance of streets.
2. Assists in the preparation for and pouring of concrete for curb, storm sewer infrastructure, and other miscellaneous concrete work.
3. Cleans, repairs, removes, and installs traffic signage and hardware in the public right-of-way or on public property utilizing manual or machine-assisted techniques.
4. Assists in inspections, maintenance, and repair of storm water infrastructure, including installation of pipe and/or prefabricated structures, pavement cutting, operating compacting equipment, carrying materials, and installing and adjusting access structures.
5. Responds to weather-related emergencies (e.g., snow and ice removal, tree debris removal, flooding, etc.)
6. Cleans, maintains, inspects, and performs minor repairs for building fixtures and components, HVAC equipment, sprinkler system, plumbing and electrical systems, and office equipment for Village public facilities.

7. Mows, prunes, and mulches trees and plants, uses fertilizers and pesticides, and performs horticultural duties for Village parks, rights-of-way, paved trails, cemetery, and public grounds.
8. Assist with cemetery operations, including funerals, preparation and maintenance of grave sites, and building and grounds maintenance.
9. Maintains and assists in cleaning, maintenance, repair, and construction of park and recreation facilities, picnic tables, and playgrounds.
10. Assists with maintenance and upkeep of utility district easements, facilities and grounds, equipment, and infrastructure. Performs routine meter readings and weir overflow measurements and accurately reports data to their supervisor in a clear and legible format.
11. Thoroughly performs pre- and post-trip vehicle inspections and reports to supervisor any vehicle or equipment malfunction for repair, or any other damage to Village facilities.
12. Maintains proper daily maintenance of equipment by checking fluid levels and washing vehicles.
13. Performs preventative maintenance activities and repairs on Village vehicles and equipment, including, but not limited to: Police patrol vehicles, DPW trucks and equipment, lawn mowers, chain saws, roadside maintenance equipment, and pumps.
14. Calculates and reports to supervisor daily assignments completed, work activities, and records.
15. Safely operates Village vehicles on and off the public roadways, including, but not limited to: dump trucks with snow plows and salt applicators, pickup trucks with trailers, skid loaders, loader/backhoe, tractors, and mini-excavator.
16. Safely operates and maintain power, motorized, and manual equipment, including, but not limited to: chain saws, pavement saws, brush chipper, equipment lift, push and riding lawn mowers, string trimmers, blowers, etc.
17. Responds to basic citizen operations inquiries or refers citizens to proper supervisor for response.
18. Reports any incident, problem, or question to appropriate supervisor.
19. Responds to emergency situations 24 hours a day, 365 days per year.
20. Follows all safety regulations, policies, and procedures; reports all unsafe conditions and acts to Public Works Director; reports all accidents to the Public Works Director immediately whenever possible; follows recognized safe work practices.
21. Performs special projects and other duties as assigned or required during regular and non-business hours, including providing support as a part of any Village response to essential or emergency operations.

MINIMUM REQUIREMENTS

The requirements listed below are representative of the knowledge, skill and/or ability required to perform the essential duties of the position.

Education and Experience

1. A High School diploma or equivalent is required.
2. Possession of a valid state-issued Class “B” Commercial Driver’s License with no restriction for air brake operation.
3. Possession of a tanker (N) endorsement, or ability to obtain within 6 months of hire.
4. Minimum of one year experience in equipment operation, general construction, or applicable trade. Experience in Public Works preferred.

A candidate for this position should have thorough knowledge, skills, and abilities of the following:

Knowledge of:

1. Good knowledge of equipment, facilities, materials, methods, and procedures used in maintenance, construction, and repair activities.
2. Knowledge of basic repair and maintenance of small engines, automobiles, and other mechanical equipment.

Skill in:

1. Skill in safely operating Village vehicles and a variety of maintenance equipment and machinery.
2. Skill in the use and maintenance of hand tools and grounds equipment.
3. Proficient in basic computer skills.

Ability to:

1. Ability to learn and apply new technology.
2. Ability to identify, report, and repair any malfunctioning equipment and/or machinery.
3. Ability to read, comprehend, and follow technical specifications and plans.
4. Ability to prepare and maintain accurate reports of daily assignments completed.
5. Ability to perform strenuous labor for extended periods of time under varying weather conditions, and to do so in a safe manner.
6. Ability to interact with the public and respond to citizen inquiries or guide them to the appropriate service.
7. Ability to operate Village vehicles and equipment in a safe manner.
8. Ability to maintain a valid state-issued Class “B” commercial driver’s license.

9. Ability to perform work in a safe manner, follow safe work procedures, and take necessary safety precautions.
10. Ability to work without direct supervision and within the boundaries of responsibility.
11. Ability to effectively plan, organize, and complete the tasks assigned.
12. Ability to work effectively as part of a team.
13. Ability to maintain a positive attitude and professional demeanor at all times; address resident and customer concerns in a helpful, courteous manner.
14. Ability to establish and maintain effective working relationships with Department Heads, Village staff, co-workers, residents, vendors, customers, and the general public.
15. Ability to communicate effectively verbally with supervisors, vendors, fellow employees, the general public, and Village officials.
16. Ability to understand and carry out written and verbal instructions.
17. Ability to exercise good judgment and courtesy in maintaining public and employee relations.
18. Ability to work with others in a positive, supportive fashion to solve problems, generate ideas, and accomplish department and Village goals.
19. Ability to make decisions in accordance with laws, regulations, and established procedures.
20. Ability to maintain confidential information, possess a high level of integrity, and adopt a professional work ethic.
21. Ability to work a varied schedule including nights and weekends; ability and willingness to respond to situations twenty-four (24) hours a day, seven (7) days a week.
22. Ability to work extended and non-standard hours. This includes participation in snow and ice control, severe weather response operations, and other public works operations as directed.

EQUIPMENT, INSTRUMENTS AND MACHINES:

Machinery and equipment including pick-up trucks, dump trucks, end loaders, skid-steer loaders, backhoe, chain saw, walk behind compactor, pavement and pipe saws, compressed air, lawn mowers, string trimmers, brush chipper, street sweeper, snow plow and salting equipment, common hand and power tools, air monitoring equipment, utility monitoring equipment, and cell phones.

PHYSICAL FACTORS:

The physical demands described here are representative of those that must be met by any an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee regularly works in an outdoor environment and will frequently be exposed to adverse weather conditions, including extreme heat and extreme cold, high winds, and wet/humid conditions. The employee will work near moving mechanical parts in precarious

places; and is exposed to fumes or airborne particles, toxic or caustic chemicals, dust, and vibration. On occasion, the employee is exposed to situations which could involve an element of personal risk, requiring compliance with necessary safety procedures. The noise level in the work environment is generally quiet to moderately noisy.

This position exerts continuous physical effort, working with average and heavyweight materials, and frequently walks, stands, stoops, kneels, crouches, and crawls for sustained periods of time. This position can exert up to 100 pounds of force by lifting, carrying, pushing or pulling objects. The employee is frequently required to see/observe, talk/speak, and listen/hear; use their hands to finger, handle, feel, or operate objects and equipment; repetitive arm, wrist, hand, and eye movements are included. There is frequent twisting, reaching, wrist turning, and grasping. The employee may be required to climb or balance. Use of protective equipment is required.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of equipment. Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes, and sounds associated with job-related objects, materials, or tasks.

AVAILABILITY:

The employee must live within 30 minutes driving distance of Village Hall and be able to drive to Village Hall within 30 minutes of contact by supervisor or Village Police, especially for local storm events. Further, the employee must have personal transportation available. No Village vehicles are designated for travel to/from employee's residence.

DISCLAIMER

The above statements are intended to describe the general nature and level of work being performed by people assigned this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position, or is responsive to the needs of the Village of Summit.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Village of Summit, Wisconsin is an Equal Employment Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



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: October 3, 2024

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

PURPOSE:

To receive Village Board approval on a proposal for completing required five-year inspection of the Village Hall sprinkler system.

BACKGROUND:

Village staff worked with three local companies, J. F. Ahern, Action Fire & Alarm, and Cintas to obtain quotes to complete the five-year internal inspection of the Village Hall and DPW Building sprinkler inspection system that is due this year. Cintas performs our annual inspection services for the sprinkler system and had previously provided a quote in the amount of \$4,074.29. The two other companies performed a walk-through of the facilities prior to submitting proposals. One additional quote was received by J. F. Ahern, but Action Fire & Alarm has not yet provided a quote for this work despite multiple requests (they did provide a quote for annual inspection services, but not for the five-year inspection). J. F. Ahern quoted a total of \$2,865 for the work.

RECOMMENDATION:

The Village's purchasing policy requires that three quotes are required for work totaling \$2,500 or more. In the event that the Village Board determines an additional quote is needed before work is awarded, staff will continue to reach out to additional companies. As discussed previously, many attempts to contact sprinkler testing vendors have been unsuccessful. J. F. Ahern did advise staff that many companies do not have licensed staff to perform the work in-house and will often subcontract.

If the Village Board is comfortable moving forward with two quotes, it is recommended that the proposal submitted by J. F. Ahern in the amount of \$2,865 is approved and staff are authorized to schedule the inspection work.

ATTACHMENTS: J. F. Ahern Quote dated September 19, 2024

FISCAL IMPACT: \$2,865 for completion of the work. This amount was not included in the 2024 budget.

RECOMMENDED MOTION: Motion to approve the proposal submitted by J. F. Ahern for the five-year internal inspection of the Village Hall sprinkler system in the amount of \$2,865 and to authorize Village staff to schedule the work.



3201 West Canal Street
Milwaukee, WI 53208
main 414.921.7580
jfhahern.com

September 19, 2024

Work Location: Village of Summit - Town Hall
37100 Delafield Road
Summit, WI 53066

Kamron Nash
Village of Summit - Town Hall
37100 Delafield Road
Summit WI 53066

Phone: (262)567-2757

Email: pwdirector@summitvillage.org

Quote #: 501364 / 1

FIRE PROTECTION SYSTEM WORK ORDER SERVICE PROPOSAL

Dear Kamron,

We are pleased to submit our proposal for Sprinkler System services at the above-referenced facility based upon our conversation and / or job site visit.

We will perform the proposed services per your written approval. Should you elect to proceed with this work, please sign the attached agreement and return it to us. Once returned to us, we will call to set up an appointment.

We have licensed inspectors and service technicians in your area and can provide you with service 24-hours a day, 7-days a week.

Thank you for this opportunity to provide this proposal. If you have any questions or require further details, please feel free to call me directly.

Sincerely,

Kevin Staerkel
Sr Service Sales Representative

Phone: (414)788-9231

Email: KStaerkel@jfhahern.com

Enclosure



3201 West Canal Street
Milwaukee, WI 53208
main 414.921.7580

jfahern.com

Sprinkler Service Agreement for Village of Summit - Town Hall

Kamron Nash
Village of Summit - Town Hall
37100 Delafield Road
Summit WI 53066

Phone: (262)567-2757

Email: pwdirector@summitvillage.org

Quote #: 501364/1

FIRE PROTECTION SYSTEM SERVICES

Scope of Work/Clarifications: The following five (5) year maintenance on the fire protection system will be performed in the main building and the maintenance building.

5 year check valve maintenance on the (2) fire department connections.
5 year gauge maintenance (replace water gauges)
5 year internal pipe inspection on 2 of 2 dry systems.

Service Location: Village of Summit - Town Hall
37100 Delafield Road
Summit, WI 53066

Total for All Services:		\$2,865.00	
Contract Representative		Customer Authorized Representative Signature	
Name:	Kevin Staerkel	Print Name:	Kamron Nash
Title:	Sr Service Sales Representative	Signature:	
Date:	09/19/2024	Date:	
		PO #:	

Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.

NOTES AND CLARIFICATIONS

Extended Interval Testing

SCOPE OF WORK:

1. Customer has requested Ahern to perform the above services as detailed in the attached quotation. All work shall be in accordance with the applicable NFPA Standards, and the terms and conditions contained herein.

PRICING:

2. This quotation is valid for 30 days from the date of the quotation. **Pricing is based upon the assumption that all items will be performed as one project. Additional mobilization and shutdown charges will be applied if items are performed separately.**
3. **MATERIAL PRICE INCREASES:** The price and schedule set forth in this quotation or bid document for the Scope of Work of J. F. Ahern Co. ("Ahern") ("Contract Price and Schedule") has been calculated and determined without any contingency for material price escalation impacts. Accordingly, while Ahern shall diligently work toward mitigating any effects of material price increases on its ability to perform its obligations under this quote or bid, this quote or bid is submitted under the assumption that any material price escalation impacts upon the Contract Price and Schedule will entitle Ahern to a commensurate equitable adjustment to the Contract Price and Schedule to account for any such increased costs or delays resulting therefrom. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or are connected with government-imposed measures, government prohibitions, quarantines, national, regional or local emergency declarations, labor stoppages, slowdowns or shortages, or other industrial disturbances, shortages of goods, unreliable supplier lead times, lack of adequate power or transportation facilities, and other like events. This provision includes the following terms regarding impacts on materials unit costs used by Ahern in establishing the current Contract Price. The Contract Price shall be adjusted for escalation of the cost of such materials to be purchased by Ahern based on this adjustment will only apply to price changes in excess of five percent (5%).

If this quotation or bid contains materials built with steel or aluminum, due to the volatility of prices from suppliers, this bid or quotation is valid for ten (10) days from date of issue listed on the cover page of the quotation or the date the bid was submitted. If you accept this quotation or bid after this time period Ahern will adjust the quotation or bid to ensure that it contains the most recent steel or aluminum pricing due to significant market fluctuations. The quotation will not be valid until such adjustment is agreed upon by the parties. In no event shall any quotation or bid be valid for more than thirty (30) days from the date of issue listed on the cover page of the quotation or the date the bid was submitted unless explicitly consented to by Ahern in writing.

CLARIFICATIONS:

4. **Alarms:** It is the customer's responsibility to silence/disable the building fire alarm and contact any company or entity which receives alarm signals. Ahern shall not be responsible for any costs or fees assessed by local fire departments or municipalities from unintended emergency calls or signals.
5. **Handling Fees:** Necessary shipping, handling, and freight charges are included unless specified otherwise.
6. **Lift Equipment:** Customer to supply man lift equipment if needed.
7. **Materials:** Necessary materials are included unless specified otherwise.
8. **Notifications:** It is the customer's responsibility to notify the local fire departments and insurance company if the fire protection system is shut down or out-of-service.
9. **System Drainage:** Ahern's quotation is based on a 1 hr. or less time allowance to drain the sprinkler system to perform Ahern's work and will require the location of (low point drains, if any, and system zone charts, as-built drawings) prior to system shutdown, in order to manage and reduce the inherent risk of unwanted water discharge when working with existing

sprinkler systems.

10. **System Shutdown:** The proposed scope of work attached hereto will require a shutdown of the fire sprinkler system and any associated alarms prior to performing Ahern's work. It is the customer's responsibility to provide access to the sprinkler riser(s) and shut down the alarm system promptly upon the arrival of Ahern's technician each day.

11. **Sales Tax:** The prices do not include sales tax.

CHECK VALVE MAINTENANCE:

12. This quotation price only includes the cost to perform the internal inspection and maintenance of the check valve. Should additional repairs to, replacement of the check valve, or additional time be needed for water control (gate valve not maintaining seal), they will be performed on a Time-and-Material basis as an extra to this quotation price, upon customer's prior approval.
13. The quotation price is based on the check valve maintenance being performed on 1st shift. However, if the customer has a combined domestic/fire protection service, the domestic would be shut down along with the fire protection.
14. The customer is to contact the city water department prior to service to locate the city shut off valve and to determine who between the city and customer is responsible for valve shut off.

In the event of any conflicts between these Notes and Clarifications and the General Terms and Conditions, the General Terms and Conditions shall govern.

GENERAL TERMS AND CONDITIONS OF SALE

1. ENTIRE CONTRACT The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represent the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

2. PROPOSALS AND CONTRACT Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

3. PRICES In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

4. PAYMENT All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

5. DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

6. EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

7. SITE FACILITIES Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

8. STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, writing, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

9. CODE COMPLIANCE Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

10. REPORTS When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.**

11. ALARM MONITORING SERVICES Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

12. EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (30)

GENERAL TERMS AND CONDITIONS OF SALE

days of installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

13. MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

14. SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions.

15. WAIVER. Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

16. ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

17. CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance

of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

18. LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

19. INSURANCE Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Purchaser, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

20. TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

21. CLAIMS AND CHOICE OF LAW Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written Notice of Dispute. Within fifteen days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Order, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ORDER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION. The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

22. OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

23. INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

24. INDEMNIFICATION To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S

AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, FINES, PENALTIES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, THAT ARISE FROM, RELATE TO, OR OTHERWISE ARE CONNECTED WITH, IN WHOLE OR IN PART, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Seller reserves the right to select counsel to represent it in any such action.

25. DEFAULT In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

26. SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Seller acknowledges that Seller is responsible for ensuring that water-based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

27. HAZARDOUS CONDITIONS Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials

shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

28. WASTE MANAGEMENT If the work calls for the disposal of hazardous and/or non-hazardous waste materials ("Waste"), then Purchaser shall: (a) be responsible for providing to Seller all necessary forms, waste profile sheets, laboratory analyses, samples, and other information pertaining to the types of Waste to be disposed and shall ensure that all Waste-related information furnished to Seller is accurate and complete; (b) secure, at its expense, all approvals, permits and other authorizations necessary to enable Seller to perform such Waste disposal services, except for those permits and licenses required to be obtained by Seller in connection with its own business; and (c) without limiting the foregoing, comply with all applicable laws and regulations in connection with such classification and disposal of Waste. Purchaser shall execute all manifests for the transportation, storage and disposal of any Waste removed from the project site. At no time will Seller take title to any Waste located on or removed from the project site, and such Waste shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges that Seller has played no part in and assumes no responsibility for generation or creation of any Waste that may be the subject matter of this Contract. Consistent with Purchaser's obligations under the INDEMNIFICATION provision at Section 24 of this Contract, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages (collectively, "Losses") that result from the transport, storage and/or disposal of Waste generated on and/or removed from the project site, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Purchaser shall be responsible for purchasing and maintaining its own liability insurance from financially sound insurance companies, including but not limited to environmental liability and pollution coverage.

29. OSHA COMPLIANCE Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

30. LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW. CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

31. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

LAST UPDATE: 3/20/24



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: October 2, 2024

Re: Discussion and Action on Mowing Equipment Options for Village Park Groundskeeping

PURPOSE:

To provide information on alternate mowing equipment options in lieu of the proposed Toro Groundsmaster GM5910 unit included in the Capital Improvement Plan for 2025.

BACKGROUND:

At the August 19, 2024 Special Village Board meeting, staff were directed to look into alternatives to the Toro Groundsmaster GM5910 (16-foot mowing width with safety cab). Autonomous mowers were also briefly discussed as a potential option, if the units and technology could meet our needs.

Non-Autonomous Mower Options

There are several mowers available in the 16-foot mowing width that are fairly close in price to the Toro Groundsmaster 5900 series. If a unit were purchased without the safety cab, the cost would come in at approximately \$20,000 less. There are also several models available with a narrower mowing width (11 to 12-foot) that range between \$85,000 and \$140,000. Staff would recommend that a unit with a wider mowing width is considered so that mowing efficiencies are maximized.

Autonomous Mowers

There are a few commercial autonomous mowers on the market at this time that would be viable options. Two of these models were investigated: Wright Autonomous Stander ZK and RC Mowers. For all autonomous units, it is recommended that someone is present while the unit is operating, as they may get stalled out if they come across an unidentified object. These mowers will stop operation within 8 to 10 feet of a tree or other obstacle and are equipped with various safety features and sensing instruments to ensure safe operation.

There is a standing-style mower manufactured by Wright that may be operated manually or autonomously, but the autonomous technology/software is provided by an outside company (Greenzie). The mowing width is 72 inches, and the unit is capable of mowing up to 9 acres per hour. These are priced at approx. \$40,000 each and include a 2-year software support, and annual support is \$1,000 per year.

RC Mowers offers an autonomous zero-turn mower with a 60-inch cut that can mow up to 2.2 acres per hour (approx. 6 acres per hour in a fleet of 3). These mowers are manufactured in Wisconsin and work autonomously in groups of up to three mowers, although they may be purchased independently. They may also be operated manually. They are priced at \$55,000 per unit, plus a \$199/month connection fee (first year included with purchase).

RECOMMENDATION:

Village staff's preference is to purchase a Toro Groundsmaster 5900 series mower. A heated and air-conditioned cab, although nice to have, is not a necessity. At this time, \$165,000 has been included in the CIP for purchase of a unit in 2025.

ATTACHMENTS: None.

FISCAL IMPACT: None.

RECOMMENDED MOTION: To be determined based on Village Board direction.



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MEMORANDUM

To: Village Board

From: Chief Michael Hartert

Date: October 1, 2024

Re: Wisconsin Professional Police Association (WPPA) Contract

BACKGROUND: President Riley, members of the WPPA and I met several times to discuss a new 4-year contract with the Summit Police Officers. Based upon guidance from closed session discussions with the Village Board, a tentative agreement was reached by all negotiating parties and is currently in the process of being formally ratified by the Union Membership.

ATTACHMENTS: Tentative Agreement.

FISCAL IMPACT: Contained in the Agreement.

RECOMMENDED: Motion to approve the 2025-2028 Police Contract.