



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 Meeting

Tuesday, August 12, 2025 at 6:30 P.M.

At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT
5. *ANNOUNCE EXECUTIVE SESSION*, pursuant to Section 19.85(1)(g), Wisconsin State Statutes, “conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: for the following purpose: *Wildwood Estates v. Village of Summit*
*The Board will not return to open session after this discussion
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 July 10, 2025
 - B. July, 2025 payables
 - C. Amendment to Declaration of Restrictions and Covenants of Newbridge Crossing Subdivision per request of William Toson, HOA representative
7. PLANNING DEPARTMENT
 - A. Update on Plan Commission matters
 - B. Discussion and action on a request by Steve Hanke to amend the Zoning District Map from the R-1 Estate Residential District to the BP Business Park District to accommodate a conference center on property located at 37214 Delafield Road (SUMT0640998001).
 - C. Discussion and action on Stormwater Maintenance Agreement with Rogers Behavioral Health for improvements at the Cedar Ridge Campus located at 3011 N Cedar Ridge Road (SUMT0625998)
 - D. Discussion and action on a Developer’s Agreement for Bark River Crossing Subdivision located on the south side of Genesee Lake Road, south & east of the Ravinia Park Subdivision. (SUMT0678996)
 - E. Discussion and action on proposed Letter of Credit amount for Bark River Crossing Subdivision
 - F. Discussion and action on a Stormwater Maintenance Agreement with Mark & Eileen Lurvey Trust for The Gathering development (SUMT0714999001)
8. PUBLIC WORKS DEPARTMENT
 - A. Monthly Administrative Report

- B. Discussion and action on Waterville Dam ownership
- C. Discussion and action on Cemetery Policy and Ordinance updates
- D. Discussion and action on request from City of Oconomowoc for a Jurisdictional Transfer for Pabst Farms Boulevard
- E. Discussion and action on variance to driveway width for 1612 Yardley Court

9. POLICE DEPARTMENT

- A. Monthly Report
- B. Discussion and action on donation of an AED and Fire Suppression tools by Dousman House and Wisconsin Masonic Foundation
- C. Discussion on amendments to the Police Commission Bylaws

10. WESTERN LAKES FIRE DISTRICT

- A. Monthly Report

11. VILLAGE BOARD

- A. Discussion and action on Trick or Treat times for the Village of Summit
- B. Discussion and action to set items for September 11, 2025 regular Village Board meeting

12. MOTION to enter *EXECUTIVE SESSION*, pursuant to Section 19.85(1)(g), Wisconsin State Statutes, “conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: for the following purpose: *Wildwood Estates v. Village of Summit*

*The Board will not return to open session following this discussion

13. ROLL CALL on above motion

14. ADJOURN VILLAGE BOARD MEETING

Respectfully Submitted,

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

Next Regular Meeting: September 11, 2025

Posted: August 7, 2025

**** Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact the Village Hall at 567-2757.
It is possible that members of and possible a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body except by the Village Board noticed above.



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MINUTES Village Board Meeting July 10, 2025

CALL TO ORDER

Chairperson Riley called to order the Village Board meeting on Thursday, July 10, 2025 at 6:30 p.m. at Summit Village Hall, 37100 Delafield Road, Summit, WI.

ROLL CALL AND CONFIRM POSTING

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

PUBLIC COMMENT

Mike Nevins, 849 N Pointview Road, stated he requested to have a discussion about Costco and he sees there is an item on the agenda. Can't have development without widening the roads which is more impervious surface, more box stores, they have a right to develop as they want but they also have responsibilities. Wants to see some way of monitoring and protecting residents of Summit and their properties. Monitor through SEWRPC or monitoring wells, 5 years down the road when problems come up, whether it is Costco or Pabst Farms, the Village must have a responsible party.

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

*The Village Board will return to open session following the above executive session

2024 AUDIT REPORT – Presentation by Brandon Panka, Reilly, Penner, Benton, LLP

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 June 12, 2025 regular meeting & June 11, 2025 special meeting

B. June, 2025 payables

MOTION: (Petronovich, Lee) *to approve the consent agenda.* Carried.

PLANNING DEPARTMENT

Update on Plan Commission matters

There was a printed report included in the packet from Planner Barrows.

Discussion and action on Cash Deposit Agreement with Mark & Eileen Lurvey Trust for improvements in The Gathering subdivision

MOTION: (Lee, Phillips) *to approve the Cash Deposit Agreement for The Gathering Subdivision stormwater drainage and erosion control.* Carried.

PUBLIC WORKS DEPARTMENT

Monthly Administrative Report

Director Nash reviewed the report (on file).

Discussion and action on amendment to purchase of Municipal Winter Build Package for medium duty truck

Director Nash explained that this request is for additional funding for oversight of specific items in the build package. Still under approved CIP amount.

MOTION: (Petronovich, Lee) *to authorize Village staff to place orders for the add-ons to the municipal winter package build as specified at a cost of \$1,225 from Badger Truck Equipment utilizing borrowed funds.* Carried.

Discussion and action on SEH proposal for Professional Services to complete a park impact fee analysis update

Director Nash explained that we included in the 2025 CIP a park impact fee study and we were given an initial estimate of \$16,000 for this year. Earlier this year we added to the scope to include consideration of fees for other than residential developments. SEH came back with the overall fee if we are just looking at residential fees and getting the ordinance updated is \$800 more. For non-residential portion the proposal was for an additional \$6,800.

Open to what the board wants to do, options were provided: supplement with recreation operating funds, amend the 2025 CIP to increase the approved amount of borrowed funds, and defer the park impact fee analysis update project to 2026.

President Riley stick with what we have and look at adjusting the current rate per the study (ex.

By CPI).

MOTION: (Lee, Phillips) *to defer park impact fee analysis update to 2026 and increase based on CPI.* Carried.

Discussion and action on a request to utilize open space at Atkins Olson Memorial Park for yoga classes

Director Nash provided an email response from the DNR and if this type of use would be allowed. Their response was that exclusive use of department property for a commercial endeavor is not allowed on properties and all activities must be consistent with purposes for which the land was acquired. The requester would be open to using a different park.

Trustee Arenz stated he is not opposed to offering the use at other Village parks if that fits.

MOTION: (Arenz, Lee) *to direct staff to work with yoga group to put something together for one of our other parks.* Carried.

POLICE DEPARTMENT

Monthly Report

Chief Hartert reviewed the report.

Discussion and action on disposition of found property/monies

MOTION: (Arenz, Lee) *to deposit monies in the Community Outreach Fund for future community-oriented expenditures.* Carried.

WESTERN LAKES FIRE DISTRICT

Monthly Report

Chief Bowen went over the monthly report.

VILLAGE BOARD

Update on ATV/UTV ordinance

Trustee Arenz provided an update that he met with Waukesha County and some neighboring communities. There was an update on how the pilot with the Town and Village of Eagle were going. Payment for signage installation and maintenance plan would be handled with agreements. \$270 per sign was the estimate provided. Next meeting will be in October to review how the pilot went and what the County will be doing for the 2026 requests.

Update on meeting with representatives of the City of Oconomowoc related to Village concerns with proposed developments within the City

President Riley provided an update stating Trustee Lee and Administrator Michael met with Mayor Magnus and Administrator Frye. Regarding the Parkway, they are working with Neumann and Paganica to do a land transfer and move a couple holes and then get the parkway completed. Mayor's estimate was 4 – 5 years for completion of that. They will come back with a formal request for jurisdictional transfer for the Blvd. area by Costco and the advantages to the Village are save costs. Mayor mentioned he is willing to meet quarterly and would come speak at our meetings if necessary. We can rotate including a Trustee at each of those meetings.

Trustee Lee stated if we have a meeting three or four times per year we can keep up to speed on things in the City and work in the spirit of cooperation.

President Riley stated he doesn't think any of us have the expertise to monitor or come up with a plan for protections related to impacts from development. Other things happening in the area; widening I-94, weather is going to change, and how do you know what is the catalyst if there are negative impacts and if we really want to know, we will need to pay somebody to do that. We would need to budget for it.

Discussion and action on Humane Animal Welfare Society (HAWs) Municipal Service Agreement for 2025 – 2027

MOTION: (Arenz, Lee) *to approve the service agreement with Humane Animal Welfare Society for a three-year term at \$2,379.30 annual cost. Carried.*

Discussion and action on application for State Trust Fund Loan to finance 2025 Capital Improvement Projects in an amount not to exceed \$1,200,000

MOTION: (Arenz, Lee) *to approve the borrowing and resolution for the Board of Commissioner of Public Lands, State of Wisconsin, for a loan amount not to exceed \$1,200,000, and with a term of 5 years for the purpose of financing 2025 Capital Improvement Projects.* The following preamble and resolutions were presented by Trustee Arenz and were read to the meeting:

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the Village of **Summit**, in the County of **Waukesha**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **One Million, Two Hundred Thousand And 00/100 Dollars (\$1,200,000.00)**

for the purpose of **financing 2025 Capital Improvement Plan** and for no other purpose.

The loan is to be payable within **5** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **5.00** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the Village of **Summit**, in the County of **Waukesha**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the Village of **Summit** by such loan from the state be applied or paid out for any purpose except **financing 2025 Capital Improvement Plan** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the president and clerk of the Village of **Summit**, in the County(ies) of **Waukesha**, Wisconsin, are authorized and empowered, in the name of the Village to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the Village pursuant to this resolution. The president and clerk of the Village will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Village forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

ROLL CALL VOTE: Trustee Arenz - aye, Trustee Lee - aye, Trustee Petronovich - aye, Trustee Phillips – aye, President Riley – aye. Carried.

Discussion and action on setting 2026 Budget preparation schedule

Monday, August 12 8:30 am – noon for the workshop/5-year CIP. Tuesday, September 30, 2025 9 am – 4 pm for the Utility Commissions and Village Board budget discussions.

Discussion and action on setting date for August regular Village Board meeting

President Riley is not available for the normal August meeting date, the staff wanted to know if we should pick an alternate date or hold the meeting without President Riley. The board decided to hold the meeting on Tuesday, August 12, 2025

Discussion and action to set items for August, 2025 regular Village Board meeting

Potential items: Waterville Dam ownership, Trick or Treat date/time.

MOTION: (Lee, Phillips) to go into **EXECUTIVE SESSION**, pursuant to Sections 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility *Public Works Crew Leader (Lilienkamp) & Operators (Greig and Reynolds)*

*The Village Board will return to open session following the above executive session

ROLL CALL VOTE

Petronovich – aye, Phillips – aye, Lee – aye, Arenz – aye, Riley – aye. Carried.

Discussion and action on wage adjustments for Public Works Crew Leader & Operators

MOTION: (Lee, Phillips) *to approve the wage adjustments for the DPW Crew Leader and DPW Operator positions, as discussed during closed session.* Carried.

ADJOURN VILLAGE BOARD MEETING

MOTION: (Phillips, Lee) *to adjourn at 9:06 p.m.* Carried.

Respectfully Submitted,

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

Next Regular Meeting: August TBD, 2025

VILLAGE OF SUMMIT
 Payables Report for
 August 12, 2025 Meeting
 Prepared by Debbie Michael

Summary of July, 2025 Payables

Paid Check Batches:

\$ Amount	Description
66,823.88	Mid Month checks
<hr style="border-top: 1px dashed black;"/>	
Total \$ 66,823.88	

Batches For Payment:

\$ Amount	Description
185,191.72	July Payables
3,481.84	Credit Card
<hr style="border-top: 1px dashed black;"/>	
Total \$ 188,673.56	

Total July Payables for Approval: \$ 255,497.44

Approved by the Summit Village Board on this the 12th day of August, 2025

Engineering		
	Village	12,635.60
	Billed	12,091.85
Planning		
	Planner	13,050.00
	Special Project	-
	Billed	3,780.00
Legal		
	Village	14,690.00
	Billed	4,460.90

BANK 59

ALL Checks

Posted From: 7/12/2025 From Account:

Thru: 8/07/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
409342	7/24/2025	AMERICAN PUBLIC WORKS ASSOCIATION DAN GREIG REGISTRATION	
100-00-53300-321-000		PUBLIC WORKS DUES & TRAINING DAN GREIG REGISTRATION PWX 2025	50.00
100-00-53300-321-000		PUBLIC WORKS DUES & TRAINING SCOTT LILIENKAMP REGISTRATION PWX 2025	50.00
Total			100.00
409343	7/24/2025	PLANNING & ZONING LLC JUNE PLANNING	
100-00-56301-290-000		VILLAGE PLANNER O/S SERVICES JUNE PLANNING 137	6,480.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE ROGERS 138	660.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE ESCHWEILER 138	90.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE LANG PEC 138	60.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE OLES CSM 138	30.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE KADOW 138	60.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE HANKE 138	510.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE KRANZMAN 138	180.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE KUMMROW 138	360.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE PABST FARMS DEVELOPMENT 138	180.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE LUCKY CHUCKY'S 138	150.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE LURVEY THE GATHERING 138	330.00
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE LOEPFE CSM 138	150.00
Total			9,240.00

BANK 59

ALL Checks

Posted From: 7/12/2025 From Account:
Thru: 8/07/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
409344	7/24/2025	SECURIAN FINANCIAL GROUP INC	
056302		LIFE INS	
100-00-52100-132-000		POLICE INSURANCE	203.59
056302		LIFE INS	
		AUG 2025	
100-00-53300-132-000		PUBLIC WORKS INSURANCE	39.28
056302		LIFE INS	
		AUG 2025	
100-00-51420-132-000		ADMIN C/T INSURANCE	30.89
056302		LIFE INS	
		AUG 2025	
100-00-51422-132-000		VILLAGE OFFICE INSURANCE	11.88
056302		LIFE INS	
		AUG 2025	
100-00-13101-000-000		ACCOUNTS RECEIVABLE OTHER	165.98
056302		LIFE INS	
		AUG 2025	
		Total	451.62
409345	8/05/2025	MICHAEL HARTERT	
CDW-G		PANASONIC TOUGHBOOK PAID W/PERS CC	
100-00-52100-390-000		POLICE EXPENSE	2,980.25
CDW-G		PANASONIC TOUGHBOOK PAID W/PERS CC PNJT283	
		Total	2,980.25
JUN 2025	7/21/2025	WE ENERGIES - MONTHLY BILL	
PD OFFICE/GARAGE			Manual Check
100-00-51600-220-000		VILLAGE HALL UTILITY	230.16
PD OFFICE/GARAGE			5530999552
100-00-53420-000-000		STREET LIGHTING	153.18
STREET LIGHTS			5530999552
100-00-55200-390-000		RECREATION EXPENSE	140.67
VILLAGE PARK			5530999552
100-00-51600-220-000		VILLAGE HALL UTILITY	1,302.48
VILLAGE HALL			5530999552
100-00-54910-390-000		CEMETERY EXPENSE	42.24
CEMETERY			5530999552
100-00-53420-000-000		STREET LIGHTING	848.54
AURORA & STREET LIGHTS			5530999552
100-00-51600-220-000		VILLAGE HALL UTILITY	26.27
DPW			5530999552
		Total	2,743.54

8/07/2025 3:33 PM

Reprint Check Register - Full Report - ALL

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ACCT

BANK 59

ALL Checks

Posted From: 7/12/2025 From Account:
Thru: 8/07/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
<p>FSA 7/3/25 7/03/2025 DIVERSIFIED BENEFIT SERVICES INC HARTERT FSA REIMB 07/03/2025 Manual Check</p>			
100-00-13102-000-000	125-FSA		137.70
	HARTERT FSA REIMB 07/03/2025	7924850	
Total			137.70
<p>WDC 7/3/25 7/25/2025 EMPOWER RETIREMENT - WDC JUL 3 PAYROLL Manual Check</p>			
100-00-21525-000-000	ROTH		1,025.71
	JUL 3 PAYROLL	1320499468	
100-00-21526-000-000	457 DEF COMP		2,760.71
	JUL 3 PAYROLL	1320499468	
Total			3,786.42
<p>COPIER JULY 7/21/2025 LEAF COPIER LEASE Manual Check</p>			
100-00-51600-291-000	VILLAGE HALL LEASE/RENTAL EQUI		99.00
	COPIER LEASE	18718125	
Total			99.00
<p>DD JUL 2025 7/01/2025 DELTA DENTAL OF WISCONSIN GREIG/LILIENKAMP DENTAL Manual Check</p>			
100-00-21530-000-000	INSURANCE PAYABLE		87.80
	GREIG/LILIENKAMP DENTAL	2372148	
100-00-21530-000-000	INSURANCE PAYABLE		26.30
	GREIG/LILIENKAMP VISION	2375154	
Total			114.10
<p>H20 MAY/JUN 7/21/2025 OCONOMOWOC UTILITIES WATER/FIRE DPW 5/21 - 6/21 Manual Check</p>			
100-00-51600-220-000	VILLAGE HALL UTILITY		39.95
	WATER/FIRE DPW 5/21 - 6/21	07012025	
100-00-51600-220-000	VILLAGE HALL UTILITY		131.93
	WATER/FIRE ADMIN 5/20 - 6/21	07012025	
Total			171.88
<p>WDC 7/18/25 7/25/2025 EMPOWER RETIREMENT - WDC JUL 18 PAYROLL Manual Check</p>			
100-00-21525-000-000	ROTH		1,033.37
	JUL 18 PAYROLL	1320500518	

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ALL Checks

Posted From: 7/12/2025 From Account:
Thru: 8/07/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-21526-000-000	457	DEF COMP	2,768.37
	JUL 18	PAYROLL	
		1320500518	
		Total	3,801.74

FSA 07/18/25	7/18/2025	DIVERSIFIED BENEFIT SERVICES INC	
	HARTERT FSA REIMB 07/18/2025		Manual Check
100-00-13102-000-000	125-FSA		72.83
	HARTERT FSA REIMB 07/18/2025	7940284	
100-00-13102-000-000	125-FSA		657.13
	HAZELTON FSA REIMB 7/18/2025	7940285	
		Total	729.96

HLTH INS AUG	7/28/2025	EMPLOYEE TRUST FUNDS - INSURANCE	
	EMPLOYEE SHARE HLTH		Manual Check
100-00-21530-000-000	INSURANCE PAYABLE		2,220.43
	EMPLOYEE SHARE HLTH	AUG 2025	
100-00-51420-132-000	ADMIN C/T INSURANCE		944.77
	HEALTH INS VILLAGE PORTION	AUG 2025	
100-00-52100-132-000	POLICE INSURANCE		9,808.50
	HEALTH INS VILLAGE PORTION	AUG 2025	
100-00-53300-132-000	PUBLIC WORKS INSURANCE		3,269.50
	VILLAGE HEALTH INS PORTION	AUG 2025	
		Total	16,243.20

PYRL FEE 718	7/25/2025	SIKICH LLP WI	
	PAYROLL FEES JULY		Manual Check
100-00-51600-210-000	VILLAGE HALL 3RD PARTY ADMIN		191.36
	PAYROLL FEES JULY	103548	
		Total	191.36

WRS JUN 2025	7/31/2025	EMPLOYEE TRUST FUNDS - RETIREMENT	
	GENERAL		Manual Check
100-00-53300-131-000	PUBLIC WORKS WRS		3,463.74
	GENERAL	JUN 2025	
100-00-51422-131-000	VILLAGE OFFICE WRS		480.18
	GENERAL	JUN 2025	
100-00-52100-131-000	POLICE WRS		614.62
	GENERAL	JUN 2025	
100-00-51420-131-000	ADMIN C/T WRS		1,422.86
	GENERAL	JUN 2025	

8/07/2025 3:33 PM

Reprint Check Register - Full Report - ALL

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ALL Checks

Posted From: 7/12/2025 From Account:
Thru: 8/07/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-52100-131-000		POLICE WRS	20,051.71
		PROTECTIVE W/SS	
		JUN 2025	
		Total	26,033.11
		Grand Total	66,823.88

8/05/2025 11:50 AM

In Progress Checks - Full Report - Regular
ALL Checks by Payee
BANK 59

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ACCT

Dated From: 8/13/2025 From Account:
Thru: 8/13/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
8/13/2025 10-33 VEHICLE SERVICES LLC			
INSTALL DRIVER SEAT COVER IN SQUAD			
100-00-52100-260-000		POLICE SQUAD REP & MAINT	286.36
		INSTALL DRIVER SEAT COVER IN SQUAD 3914	
Total			286.36
8/13/2025 ACCURATE APPRAISAL LLC			
AUG 2025			
100-00-51530-290-000		ASSESSOR O/S SERVICES	2,500.00
		AUG 2025 5600	
Total			2,500.00
8/13/2025 ACE HARDWARE OF OCONOMOWOC			
BLEACH/ROPE			
100-00-52101-390-000		WATER PATROL EXPENSE	17.20
		BLEACH/ROPE 260961	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	10.90
		CABLE FOR RED TRAILER 261215	
Total			28.10
8/13/2025 ACUITY SPECIALTY PRODUCTS INC			
TRASH BAGS			
100-00-55200-390-000		RECREATION EXPENSE	117.26
		TRASH BAGS 9011477065	
Total			117.26
8/13/2025 ASHIPUN NURSERY			
VH LANDSCAPING CIP			
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	840.00
		VH LANDSCAPING CIP 105131	
Total			840.00
8/13/2025 AXON ENTERPRISE INC.			
TASER10 BUNDLE QTY 5			
100-00-52100-390-000		POLICE EXPENSE	4,874.40
		TASER10 BUNDLE QTY 5 INUS361552	
Total			4,874.40
8/13/2025 BADGER PEST CONTROL			
STINGING INSECT CONTROL VHall & DPW BLDG			

8/05/2025 11:50 AM

In Progress Checks - Full Report - Regular
ALL Checks by Payee
BANK 59

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ACCT

Dated From: 8/13/2025 From Account:
Thru: 8/13/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT STINGING INSECT CONTROL VHALL & DPW BLDG 23867	200.00
Total			200.00

8/13/2025 BARK RIVER TREE SERVICE INC LIMB REMOVAL INDIAN MOUND RD			
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE LIMB REMOVAL INDIAN MOUND RD 7440	350.00
Total			350.00

8/13/2025 BAYCOM INC IMPRESS BAT-APX			
100-00-52100-270-000		POLICE DISPATCH & RADIO IMPRESS BAT-APX EQUIPINV 056450	468.19
Total			468.19

8/13/2025 COREY OIL LTD 688.8 GAL GAS			
100-00-52100-250-000		POLICE FUEL 688.8 GAL GAS 399843	1,098.36
100-00-53300-250-000		PUBLIC WORKS FUEL 68.3 GAL DIESEL 399842	219.58
100-00-53300-250-000		PUBLIC WORKS FUEL 442.10 GAL GAS 398049	1,204.72
100-00-53300-250-000		PUBLIC WORKS FUEL 245 GAL DIESEL 400239	770.53
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT 120# KEG MULTIPURPOSE GREASES 607136	479.92
Total			3,773.11

8/13/2025 DAN PLAUTZ CLEANING SERVICE, INC. JULY CLEANING			
100-00-51600-280-000		VILLAGE HALL CLEANING JULY CLEANING 8960	780.00
Total			780.00

8/13/2025 DIVERSIFIED BENEFIT SERVICES INC JULY ADMIN FSA			
100-00-51600-210-000		VILLAGE HALL 3RD PARTY ADMIN JULY ADMIN FSA 448415	95.00

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Total			95.00
8/13/2025 FIELDSTONE GLASS			
NEW DOGGING MECHANISM FOR FRONT DOOR			
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	470.00
		NEW DOGGING MECHANISM FOR FRONT DOOR 336727	
Total			470.00
8/13/2025 FIRST RESPONDERS PSYCHOLOGICAL SERVICES LLC			
INDIVIDUAL THERAPY 10			
100-00-52105-000-000		COMMUNITY OUTREACH PROG	2,437.50
		INDIVIDUAL THERAPY 10 0625SUMPD	
Total			2,437.50
8/13/2025 FLEMING'S FIRE 1 INC			
ANNUAL INSPECTIONS BLDG & SQUADS			
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	309.01
		ANNUAL INSPECTIONS BLDG & SQUADS 130939	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	153.85
		2 NEW EXTINGUISHERS 134876	
Total			462.86
8/13/2025 G-BROCKS AUTO REPAIR			
2022 FORD EXPLORER REFRIGERANT			
100-00-52100-260-000		POLICE SQUAD REP & MAINT	57.18
		2022 FORD EXPLORER REFRIGERANT 156392	
100-00-53300-350-000		PUBLIC WORKS EQUIP MAINT	168.25
		2017 FORD TIRES 156486	
100-00-52100-260-000		POLICE SQUAD REP & MAINT	159.75
		2023 FORD TIRES 156437	
Total			385.18
8/13/2025 GFL ENVIRONMENTAL			
JUNE 2025 2294 HH			
100-00-53620-000-000		GARBAGE & RECYCLING	42,452.81
		JUNE 2025 2294 HH 279237	
100-00-53620-000-000		GARBAGE & RECYCLING	44,694.02
		JULY 2296 HH U70000288668	
Total			87,146.83

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	8/13/2025	GLOBE LIFE	
		SUPPLEMENTAL INS	
100-00-21530-000-000		INSURANCE PAYABLE	1,001.34
		SUPPLEMENTAL INS	
		AUG 2025 31354	
		Total	1,001.34
	8/13/2025	HARTLAND OVERHEAD DOOR INC	
		NEW OUTSIDE KEYED LOCK	
100-00-55200-390-000		RECREATION EXPENSE	230.00
		NEW OUTSIDE KEYED LOCK	
		37072	
		Total	230.00
	8/13/2025	INSIGHT FS	
		ROUNDUP	
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE	548.65
		ROUNDUP	
		57052329	
		Total	548.65
	8/13/2025	ITU ABSORB TECH INC	
		COVERALLS	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	7.40
		COVERALLS	
		8562070	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	7.40
		COVERALLS	
		8569669	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	7.40
		COVERALLS	
		8565872	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	18.79
		TOWELS/MOPS	
		8565872	
100-00-53300-390-000		PUBLIC WORKS EXPENSE	7.40
		COVERALLS	
		8573422	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	140.31
		MATS, MOPS, TOWELS	
		8573422	
		Total	188.70
	8/13/2025	J.F. AHERN CO	
		REPLACE AIR MAINTENANCE DEVICE	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	2,195.00
		REPLACE AIR MAINTENANCE DEVICE	
		739843	

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100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT QUARTERLY MAINTENANCE	390.00
		745904	
Total			2,585.00

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	8/13/2025	JOE JAKOBLICH MAILBOX REPLACEMENT PER POLICY	
100-00-53300-390-000		PUBLIC WORKS EXPENSE MAILBOX REPLACEMENT PER POLICY	100.00
		07012025	
Total			100.00

	8/13/2025	JOHNSON'S NURSERY LLC JUN 14 & JUN 28	
100-00-53620-000-000		GARBAGE & RECYCLING JUN 14 & JUN 28	570.57
		06255200	
Total			570.57

	8/13/2025	KIESLER POLICE SUPPLY FIREARMS CIP	
100-00-52100-312-000		POLICE TRAINING & SUPPLY FIREARMS CIP	5,528.16
		IN262830	
Total			5,528.16

	8/13/2025	KONTNEY COMPUTER GROUP EMAIL CONVERSION, VPN-AMY, CEM EMAIL	
100-00-51600-320-000		VILLAGE HALL IT SUBSCRIPTIONS EMAIL CONVERSION, VPN-AMY, CEM EMAIL	900.00
		25972	
Total			900.00

	8/13/2025	LANGE ENTERPRISES INC ADDRESS SIGNS	
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE ADDRESS SIGNS	77.40
		91886	
100-00-53300-370-000		PUBLIC WORKS ROAD MAINTENANCE TRAFFIC/ADDRESS SIGN POSTS	60.22
		91995	
Total			137.62

	8/13/2025	MID-AMERICAN RESEARCH CHEMICAL NITRILE GLOVES 2 BOXES	
100-00-53300-390-000		PUBLIC WORKS EXPENSE NITRILE GLOVES 2 BOXES	60.11
		0853847-IN	

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Total			60.11

8/13/2025 MID-STATE EQUIPMENT

PARTS FOR EQUIPMENT

100-00-54910-390-000		CEMETERY EXPENSE	189.47
		PARTS FOR EQUIPMENT	D96048
Total			189.47

8/13/2025 MUNICIPAL LAW & LITIGATION GROUP SC

MISC LEGAL MAY/JUN 2025

100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	3,443.80
		MISC LEGAL MAY/JUN 2025	15131
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	2,264.90
		TRAFFIC	15131
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	95.00
		PANGA	15131
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	378.90
		ROGERS	15131
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	1,282.10
		KADOW	15131
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00
		LANG	15131
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	339.40
		PABST FARMS	15131
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	118.40
		HANKE	15131
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	200.50
		CEDAR RIDGE/ROGERS	15131
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	65.00
		GROSKOPF	15131
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	96.30
		KRANZMAN	15131
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00
		MILLER MOBILITY	15131
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	162.60
		KUMMROW	15131
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	396.50
		LIBBEY LITIGATION	15131

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Total			8,933.40

8/13/2025 MUNICIPAL LAW & LITIGATION GROUP SC

MISC LEGAL JUN/JUL 2025

100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	2,655.00
		MISC LEGAL JUN/JUL 2025	15328
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	2,557.60
		TRAFFIC JUN/JUL 2025	15328
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00
		LUCKY CHUCKY	15328
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	90.00
		ROGERS	15328
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	109.20
		LANG	15328
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	148.40
		LOEPFTE CSM	15328
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	545.20
		LURVEY TRUST	15328
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	213.40
		HANKE	15328
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	35.00
		CEDAR RIDGE/ROGERS	15328
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00
		KRANZMAN	15328
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	35.00
		KUMMROW CU AMENDMENT	15328
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	3,117.50
		LIBBEY LITIGATION	15328
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	224.70
		RAABE WAIVER OF CONDEMNATION	15328
100-00-51300-290-000		LEGAL EXPENSE O/S SERVICES	30.00
		WHITE STAG VIOLATION	15328
Total			9,821.00

8/13/2025 OCONOMOWOC LANDSCAPE SUPPLY

TOPSOIL 7YD V HALL LANDSCAPING

100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	161.00
		TOPSOIL 7YD V HALL LANDSCAPING	S408088

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100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	396.99
		TOPSOIL, STRAW, STAPLES VHALL LANDSCAPE S409049	
100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	709.78
		PLANTS & FERTILIZER VHALL LANDSCAPING S408107	
Total			1,267.77

8/13/2025 OLSEN SAFETY EQUIPMENT CORP

GLOVES

100-00-53300-390-000		PUBLIC WORKS EXPENSE	96.91
		GLOVES 0424477-IN	
Total			96.91

8/13/2025 PAT'S HEATING & AIR CONDITIONING

LOCKER ROOM ISSUES, BROKEN BELT, FILTER

100-00-51600-240-000		VILLAGE HALL REPAIRS & MAINT	591.70
		LOCKER ROOM ISSUES, BROKEN BELT, FILTER 164320	
Total			591.70

8/13/2025 PLANNING & ZONING LLC

JULY PLANNING

100-00-56301-290-000		VILLAGE PLANNER O/S SERVICES	6,570.00
		JULY PLANNING 146	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	330.00 ✓
		ROGERS 147	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00 ✓
		ESCHWEILER 147	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	180.00 ✓
		HANKE 147	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	120.00 ✓
		KUMMROW 147	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	30.00 ✓
		LUCKY CHUCKY'S 147	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	270.00 ✓
		LURVEY THE GATHERING 147	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	60.00 ✓
		LOEPFE CSM 147	
Total			7,590.00

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8/13/2025 POMP'S TIRE SERVICE INC			
SQUAD 618 TIRES			
100-00-52100-260-000	POLICE	SQUAD REP & MAINT	500.00
		SQUAD 618 TIRES 950534908	
100-00-52100-260-000	POLICE	SQUAD REP & MAINT	198.00
		245/55VR18 GOODYEARS 950535121	
100-00-53300-350-000	PUBLIC WORKS	EQUIP MAINT	198.00
		245/55VR18 GY EAGLE 950535121	
Total			896.00
8/13/2025 PROHEALTH CARE			
5 BLOOD DRAWS			
100-00-52100-390-000	POLICE	EXPENSE	196.95
		5 BLOOD DRAWS 10007437173	
Total			196.95
8/13/2025 PROHEALTH MEDICAL GROUP			
ABRAM & HENNLICH RAPID 10 PANEL			
100-00-52100-390-000	POLICE	EXPENSE	114.00
		ABRAM & HENNLICH RAPID 10 PANEL 327612	
Total			114.00
8/13/2025 SECURIAN LIFE INSURANCE COMPANY			
ACCIDENT INS			
100-00-21530-000-000	INSURANCE	PAYABLE	23.22
		ACCIDENT INS 76038 AUG 2025	
Total			23.22
8/13/2025 SHORT ELLIOTT HENDRICKSON INC			
ON CALL ENG MAY 2025			
100-00-53101-000-000	ENGINEERING	O/S SERVICES	1,012.50
		ON CALL ENG MAY 2025 489475	
100-00-53300-345-000	PUBLIC WORKS	MS4	626.25
		MS4 ENG MAY 2025 489475	
100-00-53101-000-000	ENGINEERING	O/S SERVICES	46.25
		ON CALL ENG JUN 2025 492032	
100-00-53300-345-000	PUBLIC WORKS	MS4	1,011.70
		MS4 JUN 2025 492032	

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400-00-57400-000-000		CAPITAL PURCHASE	2,621.25
		VILLAGE PARK PARKING/STORMWATER 490179	
400-00-57400-000-000		CAPITAL PURCHASE	3,607.90
		2025 ANNUAL PAVING PROG MAY 2025 490192	
400-00-57400-000-000		CAPITAL PURCHASE	983.75
		2025 ANNUAL PAVING JUN 2025 492038	
400-00-57400-000-000		CAPITAL PURCHASE	2,662.50
		VILLAGE PARK PARKING/STORMWATER JUN 2025 492039	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	63.50
		WHITE STONE 489474	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	139.75
		PIALA 489474	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,331.25
		ROGERS 489474	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	231.25
		KEMP 489474	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	115.00
		RAABE CSM 489474	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	46.25
		WE ENERGIES EC SUGAR ISLAND 489474	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	416.25
		LURVEY 489474	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	2,056.25
		ESCHWEILER 489474	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	647.50
		CARRIVEAU GRADING PLAN 489474	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	958.75
		34705 ELM ST PLAN REVIEW 489474	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	800.25
		LAKE COUNTRY VILLAGE 492031	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	122.10
		WHITE STONE 492031	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	216.00
		PIALA 492031	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	2,001.25
		ROGERS 492031	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	46.25
		KEMP 492031	

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100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	46.25
		WE ENERGIES EC PERMIT SUGAR ISLAND 492031	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	300.00
		LURVEY 492031	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	1,902.50
		ESCHWEILER 492031	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	370.00
		CARRIVEAU GRADING PLAN 492031	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	172.50
		WANGARD PLAN REVIEW 492031	
100-00-13100-000-000		CUSTOMER ACCOUNTS RECEIVABLE	172.50
		KADOW EC PERMIT 492031	
Total			24,727.45

8/13/2025 STANDARD INSURANCE COMPANY RC

STD LTD INS

100-00-52100-132-000		POLICE INSURANCE	760.53
		STD LTD INS AUG 2025	
100-00-53300-132-000		PUBLIC WORKS INSURANCE	242.25
		LTD STD INS AUG 2025	
100-00-51422-132-000		VILLAGE OFFICE INSURANCE	31.93
		STD LTD INS AUG 2025	
100-00-51420-132-000		ADMIN C/T INSURANCE	83.49
		STD LTD INS AUG 2025	
Total			1,118.20

8/13/2025 TOP PACK DEFENSE

BEST

100-00-52100-313-000		POLICE CLOTHING ALLOW	295.99
		BEST 16556	
Total			295.99

8/13/2025 VILLAGE OF DOUSMAN

JAN 2025

100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	800.00
		JAN 2025 2025 CITATIONS	
100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	1,180.00
		2025 CITATIONS FEB 2025	

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100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	1,646.90
		2025 CITATIONS MAR 2025	
100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	1,941.41
		2025 CITATIONS APR 2025	
100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	1,400.00
		2025 CITATIONS MAY 2025	
100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	1,020.77
		2025 CITATIONS JUN 2025	
100-00-45100-000-000		TRAFFIC FINES & FORFEITURE	75.00
		2025 PARKING FINES JAN - JUL 2025	
Total			8,064.08

8/13/2025 WAUKESHA COUNTY TREASURER
JUN PRISONER HOUSING 2

100-00-52100-390-000		POLICE EXPENSE	62.54
		JUN PRISONER HOUSING 2 CINV2025-00813	
Total			62.54

8/13/2025 WESTERN LAKES FIRE DISTRICT
5 AHA BLS CPR RENEWAL COURSE

100-00-53300-321-000		PUBLIC WORKS DUES & TRAINING	40.00
		5 AHA BLS CPR RENEWAL COURSE 6582	
100-00-52100-312-000		POLICE TRAINING & SUPPLY	136.00
		17 AHA BLS CPR RENEWAL COURSE 6582	
100-00-51422-321-000		VILLAGE OFFICE DUES & TRAINING	40.00
		5 AHA BLS CPR RENEWAL COURSE 6582	
Total			216.00

8/13/2025 WI DEPT OF JUSTICE - TIME
TIME ACCESS 7/1 - 9/30

100-00-52100-270-000		POLICE DISPATCH & RADIO	358.50
		TIME ACCESS 7/1 - 9/30 455TIME-0000018567	
Total			358.50

8/13/2025 WISCONSIN PROFESSIONAL POLICE ASSOCIATION INC
AUG 2025 UNION PAC 8

100-00-21550-000-000		UNION DUES	0.80
		AUG 2025 UNION PAC 8 25417	

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100-00-21550-000-000		UNION DUES	364.80
	AUG 2025	UNION LEER 8	54776
100-00-21550-000-000		UNION DUES	48.00
	AUG 2025	UNION ELPP 8	120359E
Total			413.60

8/13/2025 WISCONSIN TITLE SERVICE COMPANY, INC.

N DOUSMAN RD TRAIL - TAP REIMB

400-00-57400-000-000		CAPITAL PURCHASE	420.00
		N DOUSMAN RD TRAIL - TAP REIMB	95170
400-00-57400-000-000		CAPITAL PURCHASE	105.00
		N DOUSMAN RD TRAIL - STEWARDSHIP GRNT	95170
400-00-57400-000-000		CAPITAL PURCHASE	420.00
		N DOUSMAN RD TRAIL - TAP REIMB	95180
400-00-57400-000-000		CAPITAL PURCHASE	105.00
		N DOUSMAN RD TRAIL - STEWARDSHIP GRNT	95180
400-00-57400-000-000		CAPITAL PURCHASE	420.00
		N DOUSMAN RD TRL - TAP REIMB	95246
400-00-57400-000-000		CAPITAL PURCHASE	105.00
		N DOUSMAN RD TRAIL - STEWARDSHIP GRNT	95246
400-00-57400-000-000		CAPITAL PURCHASE	420.00
		N DOUSMAN RD TRAIL - TAP REIMB	95207
400-00-57400-000-000		CAPITAL PURCHASE	105.00
		N DOUSMAN RD TRL - STEWARDSHIP GRNT	95207
400-00-57400-000-000		CAPITAL PURCHASE	420.00
		N DOUSMAN RD TRAIL - TAP REIMB	95244
400-00-57400-000-000		CAPITAL PURCHASE	105.00
		N DOUSMAN RD TRAIL - STEWARDSHIP GRNT	95244
400-00-57400-000-000		CAPITAL PURCHASE	420.00
		N DOUSMAN RD TRAIL - TAP REIMB	95201
400-00-57400-000-000		CAPITAL PURCHASE	105.00
		N DOUSMAN RD TRAIL - STEWARDSHIP GRNT	95201
Total			3,150.00

Grand Total 185,191.72



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



ACCOUNT NUMBER _____
STATEMENT DATE 07-25-2025
AMOUNT DUE \$3,481.84
NEW BALANCE \$3,481.84
PAYMENT DUE ON RECEIPT



000014164 01 SP
VILLAGE OF SUMMIT
ATTN DEBRA MICHAEL
37100 DELAFIELD RD
SUMMIT WI 53066-9101

AMOUNT ENCLOSED
\$ 3481.84

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

VILLAGE OF SUMMIT	Previous Balance	Purchases And Other Charges	Cash Advances	Cash Advance Fees	Late Payment Charges	Credits	Payments	New Balance
Company Total	\$3,842.15	\$3,838.00	\$0.00	\$0.00	\$0.00	\$356.16	\$3,842.15	\$3,481.84

CORPORATE ACCOUNT ACTIVITY

VILLAGE OF SUMMIT

TOTAL CORPORATE ACTIVITY
\$3,842.15 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-15	07-15		AUTO PAYMENT DEDUCTION	3,842.15 CR

NEW ACTIVITY

MICHAEL J HARTERT
CREDITS \$228.00
PURCHASES \$403.78
CASH ADV \$0.00
TOTAL ACTIVITY \$175.78

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-27	06-26	24445005177300579838734	METRO MARKET # 388 OCONOMOWOC WI	2.09
07-01	06-30	24692165182100680695873	AMAZON MKTPL*N36U63CH1 AMZN.COM/BILL WA	9.99
07-04	07-02	24692165184102607979628	AMAZON MKTPL*N39YT2E50 AMZN.COM/BILL WA	28.49
07-09	07-08	74692165189107654050280	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	228.00 CR
07-14	07-13	24692165194102300444159	AMAZON MKTPL*NR6XG94R1 AMZN.COM/BILL WA	59.68
07-15	07-13	24692165195102907629565	AMAZON MKTPL*WF1BY9RP3 AMZN.COM/BILL WA	11.80

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

ACCOUNT SUMMARY

STATEMENT DATE 07/25/25
DISPUTED AMOUNT .00

PREVIOUS BALANCE 3,842.15
PURCHASES & OTHER CHARGES 3,838.00

CASH ADVANCES .00
CASH ADVANCE FEES .00
LATE PAYMENT CHARGES .00

CREDITS 356.16
PAYMENTS 3,842.15

ACCOUNT BALANCE 3,481.84

SEND BILLING INQUIRIES TO:

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

AMOUNT DUE

3,481.84



Company Name: VILLAGE OF SUMMIT
Corporate Account Number
Statement Date: 07-25-2025

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-17	07-16	24443465197233987757747	INMOTIONHOSTING.COM 888-3214678 CA	19.98
07-24	07-24	24011345205100019435798	MSFT * E0400WQTAH MICROSOFT.COM WA	128.00
07-25	07-24	24692165205102571791996	AMAZON MKTPL*7Y8U36DC3 AMZN.COM/BILL WA	143.75

DEPT OF PUBLIC WORKS	CREDITS \$36.09	PURCHASES \$419.03	CASH ADV \$0.00	TOTAL ACTIVITY \$382.94
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-27	06-26	24122595177030020514739	TIMS AUTO PARTS OCONOMOWOC WI	88.99
06-27	06-26	24122595177030020514747	TIMS AUTO PARTS OCONOMOWOC WI	180.32
07-15	07-14	24692165195103008757495	AMAZON MKTPL*NR3B03VE0 AMZN.COM/BILL WA	63.84
07-18	07-17	24692165198106132749301	AMAZON MKTPL*NX8JG1X92 AMZN.COM/BILL WA	36.09
07-22	07-21	74692165202109968707699	AMAZON MKTPL*PLACE PMTS AMZN.COM/BILL WA	36.09 CR
07-22	07-21	24692165202109930402416	AMAZON MKTPL*B08GB4103 AMZN.COM/BILL WA	49.99

VILLAGE OF SUMMIT	CREDITS \$68.05	PURCHASES \$2,720.17	CASH ADV \$0.00	TOTAL ACTIVITY \$2,652.12
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-30	06-29	24088665180232656282619	2PITNEY BOWES LEASING 844-2566444 CT	170.43
07-01	06-30	24011345182100000657803	BSG1881* VILLAGE OF SU WWW.BSG1881.C WI	1,429.05
07-01	07-01	24204295182000900652025	MSFT * E0800WPBUW 800-6427676 WA	163.87
07-03	07-01	24011345183100083611916	BSG1881* VILLAGE OF SU NEW BERLIN WI	68.05 CR
07-07	07-05	24692165186104806243135	VZWRLSS*APOCC VISB 800-922-0204 FL	190.05
07-08	07-07	24692165188106644661616	SPECTRUM 855-707-7328 MO	136.77
07-08	07-07	24692165188106644664578	SPECTRUM 855-707-7328 MO	80.00
07-08	07-07	24692165188106644690078	SPECTRUM 855-707-7328 MO	550.00

BRIAN M WRAALSTAD	CREDITS \$24.02	PURCHASES \$295.02	CASH ADV \$0.00	TOTAL ACTIVITY \$271.00
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-23	07-22	24717055204132046377316	WU CONFERENCE MANAGEMENT 608-2656534 WI	75.00
07-24	07-22	74325455204900015490638	KALAHARI RESORT - WI WISCONSIN DEL WI	24.02 CR
07-24	07-22	24325455204900015490633	KALAHARI RESORT - WI WISCONSIN DEL WI RD3GGJ5I5 ARRIVAL: 07-22-25	122.02
07-24	07-22	24325455204900015887770	KALAHARI RESORT - WI ECOM 608-2545466 WI	98.00

Department: 00000 Total: \$3,481.84
 Division: 00000 Total: \$3,481.84



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

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

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: July 17, 2025

Re: CONSENT AGENDA: Request of William Toson, on behalf of Newbridge Crossing Homeowners Association, to make an amendment to the Declaration of Restrictions and Covenants of Newbridge Crossing Subdivision

Page 12

BACKGROUND: The HOA voted to add paragraph XI Transfer Fee Assessment to the Declaration of Restrictions and Covenants of Newbridge Crossing Subdivision. Per this document:

12.1. **Amendment of Declaration:** Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of at least sixty percent (60%) of the lots subject to this Declaration or any Supplemental Declarations; provided, however, that any such action must also be approved in writing by (i) Village of Summit, (ii) Waukesha County; and (iii) Developer. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

No such amendment shall be effective unless approved by the Village of Summit Village Board, as demonstrated by the signature of the Village President on the amendment document that is duly recorded in Waukesha County Register of Deeds.

Once the document is approved by the Village Board and signed by President Riley, it will be recorded at the Waukesha County Register of Deeds.

ATTACHMENTS: Request from William Toson, Member of HOA

FISCAL IMPACT: None

Staff recommends approval of the amendment to the Declaration of Restrictions and Covenants of Newbridge Crossing Subdivision as requested by the HOA as part of approval of the CONSENT AGENDA.

TO: Jack Riley
Village of Summit President

FROM: William R. Toson

DATE: July 17, 2025

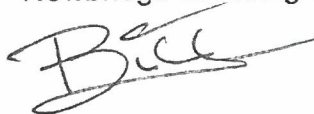
RE: Change in Newbridge Crossing Covenants

Jack:

The Homeowners Association of Newbridge Crossing has voted to add paragraph "XI Transfer Fee Assessment" to the subdivision covenants; this is the only change. I'm requesting that you sign the last page and have someone in the office notarize your signature. Upon completion I will record with the Register of Deeds, Waukesha County. Attached is an extra copy for your records.

Thanks for your help and feel free to contact me with any questions.

Newbridge Crossing Homeowners Association



William R. Toson
Member

RECEIVED
BY: _____

Amended
Declaration of Restrictions and
Covenants

NEWBRIDGE
CROSSING
SUBDIVISION

1503 Newbridge Lane
Oconomowoc, WI 53066

Village of Summit, Wisconsin

Amended:

3rd Amendment
August 1, 2025
3rd Amendment Drafted By: William R. Toson, Developer

2nd Amendment
January 1, 2024
2nd Amendment Drafted By: William R. Toson, Developer

1st Amendment
July 1, 2020
1st Amendment Drafted By: William R. Toson, Developer

Replace:
November 2017
Original Drafted By: Donald J. Murn, Axley Brynson LLP

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**AMENDED DECLARATION OF RESTRICTIONS AND COVENANTS
FOR NEWBRIDGE CROSSING SUBDIVISION**

KNOW ALL PERSONS BY THESE PRESENTS; that TREE RIDGE REAL ESTATE DEVELOPMENT, LLC is a limited liability company organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein after referred to as the "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of NEWBRIDGE CROSSING SUBDIVISION, being a part of the East One-half (1/2) of the SE ¼ of Section 24, Township 7 North, Range 17 East in the Village of Summit, Waukesha County, Wisconsin, (herein referred to as "NEWBRIDGE"). Developer intends to establish a general plan for the use, occupancy and enjoyment of NEWBRIDGE, an in furtherance of the general purpose set forth in Section I, below, does hereby declare for the mutual benefit of present and future owners of lands in NEWBRIDGE and any future states of development added pursuant to Section 9.6, below (herein referred to individually as "Owner" and collectively as "Owners"), that NEWBRIDGE shall be subject to the following restrictions and covenants.

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations, and ordinances of the Village of Summit, Waukesha County, the State of Wisconsin and the federal government, and the same may be more restrictive than these Restrictions. In the event, there is a conflict between the requirements of these Restrictions and any provision of the Village, County, State or federal law or regulation, the more restrictive provisions shall apply.

I. GENERAL PURPOSE

1.1. The general purpose of this Declaration of Restrictions and Covenants for NEWBRIDGE Subdivision (herein referred to as the "Declaration") is (1) to promote the harmonious development of NEWBRIDGE into a residential community of high quality while protecting the natural beauty and quality of the environment; (2) to help ensure that NEWBRIDGE will become and remain an attractive community; (3) to preserve the open space within NEWBRIDGE; (4) to guard against the erection of poorly designed or proportioned structures; (5) to require harmonious use of materials and designs which reflect an English Country or French Country theme; (6) to promote the highest and best residential development of NEWBRIDGE; (7) to require the erection of attractive homes in appropriate locations on building sites; (8) to require proper setbacks from streets and adequate free spaces between structures; and (9) in general, by such actions to maintain and enhance the value of investments made by purchasers of properties in NEWBRIDGE.

II. DIVISION OF NEWBRIDGE SUBDIVISION

Developer divides the subdivision as follows:

2.1. Eighteen (18) separated designated and legally described building lots in the general pattern and layout as shown on Exhibit A dated February, 2017.

2.2. Three (3) separate outparcels having common ownership by the lot owners in Newbridge.

2.3. Sale and development of lots shall be divided into three (3) phases as shown on Exhibit B dated February, 2017. Developer shall determine whether Phase 2 or 3 shall follow development of Phase 1.

III. BUILDING RESTRICTIONS

3.1. All lots in NEWBRIDGE are restricted to the erection of a one-story, single family residence having a minimum square footage of 2000 sq. ft.; story and one-half, or two-story single family residence building having a minimum square footage of 2600 sq. ft. Required minimum square footage in this paragraph does not include basement, covered porches or garages.

3.2. Each single-family residence in NEWBRIDGE must have a garage that accommodates at least 2 cars (minimum 400 sq ft), that is attached to the residence directly or by breezeway or is located in the basement of the residence, and that is constructed at the same time as the residence (such single family residence and garage together shall be referred to herein as the "Building").

3.3. The exterior walls and fascia of the Building and any Permitted Improvements (as defined in Section 5.1, below) must be constructed of brick, stone (including thin cut natural stone), stucco, solid wood siding, Hardiplank siding, L.P. Smart siding, or its equivalent; no artificial stone products may be used. The goal of the developer is to maintain a minimum of 50% of the area on front elevation and a minimum of 30% of all other elevations to be in masonry. However, the Architectural Control Committee shall have latitude in applying this standard when considering the overall aesthetics and originality of the home design. This clause does not require or suggest deviation from the aforementioned standards. In any event when masonry is used on any one elevation, it shall be carried through on all elevations in a proportion compatible with the overall architectural style of the property in question. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted on the exterior of the Building or any Permitted Improvements, except on soffits. Soffits (but not fascia) may be made of aluminum, vinyl or the above for exterior walls. Fascia may only be made of the siding materials permitted above for exterior walls (not aluminum or vinyl). Any exposed basement or foundation wall must be covered with a masonry veneer.

3.4. **Roofs:** All two-story and story and one-half Building roofs shall have a minimum pitch of ten (10) feet in height for each twelve (12) foot in length, except for porch roof, a shed-style roof or rear dormers on story and one half buildings. All one-story Building roofs shall have a minimum pitch of twelve (12) foot in height for each twelve (12) foot in length. All roofs shall be covered with a minimum of forty (40) year dimensional asphalt shingles in a "weathered wood" color. All valley flashings shall be metal in a baked enamel bronze finish or in copper. The Developer has the right, power, and authority to authorize deviations from the above restrictions in the Developer's reasonably exercised discretion including, without limitation, by allowing different roof pitches than described above and/or allowing dark grey or black shingles. Without limitation, the Developer may authorize any deviation from the above restrictions where in the Developer's judgment the deviation (a) will cause or allow the applicable Building or proposed Building to be more attractive than would otherwise be the case or (b) would otherwise add to the architectural design or character of the Building or proposed Building.

3.5. **Windows:** Shutters, window casings, window grids and other trim features that are used on the front of the residence and garage must also be used on appropriate windows on the sides and rear. In non-masonry openings, casings of at least four inches in width must be used on all windows without shutters, attic vents and on all doors. Windows, doors and attic vents in masonry openings must have stone or brick sills and stone or brick soldier courses or corbels at the top, or other similar appropriate detail. Developer will require the placement of windows or other design features in the walls that would otherwise be blank or without architectural feature (chimneys, bays, or other projects on a wall are not, by themselves an architectural feature). Developer may require grids or muntin bars in all windows. An attractive, balanced exterior design will usually take precedence over concerns about furniture arrangement. Windows may be vinyl or aluminum clad.

3.6. **Doors:** Garage and service doors by be wood, steel or fiberglass and must have a raised panel or other decorative design.

3.7. **Masonry:** At least 50% of the area in front of the Building must be finished with a masonry material and a minimum 30% of the remaining elevations are requested to be in masonry. Masonry material, as defined above, shall be used on the exterior walls and should, if possible, terminate only at an inside corner. In the event it is not possible to terminate these materials at an inside corner, the materials must then terminate at a corner board at least six inches in width. If quoins or similar details are used at outside corners, it will be acceptable to terminate the masonry by extending it around the corner the full width of the quoin. When stone (not brick) is used on exterior walls, it will also be acceptable to terminate the stone by extending it around a corner for a distance of at least one foot. A "beltline" or "apron" of brick or stone may terminate only at either an inside corner or on a wing wall. Other exterior materials such as lap siding must also terminate at an inside corner or at a corner board at least six inches in width.

3.8. **Bay, Boxed-out Windows:** Any bays, bay windows, boxed-out windows and other projections which extend down to the top of the foundation level must have a foundation beneath. "Hung bays" which are at least 12" above the foundation are permitted, supported by brackets if appropriate.

3.9. **Chimneys:** All chimneys must have a foundation beneath and be finished in either stone and/or brick. In lieu of a chimney, direct venting is permitted. Chimneys extending through the roof must be finished in thin stone, thin brick, or stucco and, when feasible, be constructed to include clay chimney caps or metal caps with an English or French Country design.

3.10. **Sloped Lots:** Developer may require on sloping lots that certain basement walls be exposed to minimize the impact on trees, vegetation and drainage, as well as allow for a more natural transition between homes.

3.11. **Materials and Colors:** The variety of exterior materials should be kept to a minimum and must be used consistently on all elevations. The number of exterior colors should be kept to a minimum. It is recommended that a maximum of two colors be used on the walls and trim and one color for such items as shutters and doors.

3.12. **Setbacks:** The minimum front to street setback is 20 feet. The minimum side yard offset is 10 feet. The minimum rear yard setback is 20 feet. The minimum wetland setback is 25 feet. Minimum pavement side yard setback is 3 feet from side property line and side property line extended to the roadway curb.

3.13. **Plan Approval:** Each Owner must obtain Approval of the plans and specifications outlined in Section 3.13.2, below (referred to hereinafter as "Design/Layout Plan"), prior to application for a building permit. For purposes of this Declaration, the term "Approval" shall mean the prior written approval of Developer. The Developer may assign its Approval right to the Association (as defined in section 6.1, below) by a written instrument recorded with the Register of Deeds for Waukesha County, Wisconsin.

3.13.1. Before submitting Final Design/Layout Plans, each Owner must submit at least two preliminary plans for review by Developer.

3.13.2 Each Owner must submit to Developer in connection with its application for Approval of the Design/Layout plan three complete sets of the following final plans (2-fullsize sets and 1-11x17" reduction) which shall incorporate the plan changes, if any, required by Developer as noted in its review of the preliminary plans:

- a. Post a cash bond of \$2500 with the Developer. No interest shall be paid on the bond. The bond will be returned to Owner within 30 days of completion, per approved plans, including the driveway, irrigation system and landscaping.
- b. Exterior elevations drawn to scale (1/4" = 1' minimum).
- c. Floor plans drawing to scale (1/4" = 1' minimum).
- d. Identification of all exterior building materials and specify square footage of each building material on each elevation as well as percentage of total square footage of all building materials.
- e. Stake-out survey showing the proposed location of the Building, existing and proposed yard grades, location of silt fences, all utilities and retaining walls. Survey to include the statement "Owner, Builder, or Municipality is responsible to verify location and elevation of sewer connection and proposed top of foundation grade".
- f. Statement of square footage of living area by floor.
- g. Landscape plan to show location of driveway, walks and patio and to specify type and color of materials to be used. In addition, plan to identify proposed type and size of plantings, grass areas and planting beds. Total square footage of pervious and impervious areas to be shown.
- h. Other things that may be required from time to time as set forth in the Requirements and Guidelines.

3.13.3. Approval of the Design/Layout Plan shall be based upon the building and use restrictions contained herein as may be adopted from time to time by Developer. Developer may assign its right to adopt these Covenants and Restrictions to the Association by a written instrument recorded with the Register of Deeds of Waukesha County, Wisconsin. **Owner shall obtain and review these Covenants and Restrictions from Developer prior to applying for Design/Layout Plan Approval.**

3.13.4. Design/Layout Plan Approval may be withheld if the design is too similar in appearance to other Buildings in close proximity.

3.13.5. If, in the opinion of Developer, the submitted plans do not comply with the NEWBRIDGE Requirements and Guidelines and the Declaration Developer may, at its option, but only with Owner's consent, refer the plans to a professional home designer for redesign so that the plans will comply with the NEWBRIDGE Requirements and Guidelines and Declaration. The Owner will be responsible for the payment of any fees charged by such professional.

IV. CONSTRUCTION

4.1. **Completion Requirements:** The Building must be constructed in accordance with the Design/Layout plan which has received Approval and must be started within twelve (12) months from the date of closing on the lot and must be completed within eighteen (18) months of the date the building permit is issued. A sodded or seeded lawn and a paved driveway must be installed within three (3) months of the date that the occupancy permit is issued (weather permitting).

4.2. **Post Lamps:** At the time of construction of the Building, the Owner shall install at a location designated by Developer, one Approved outdoor electric post lamp with an unswitched photoelectric control. The design of the post lamp shall be uniform throughout NEWBRIDGE as determined by the Developer. The Owner shall maintain the operation and appearance of the post lamp. If the post lamp is not so maintained, and the condition has not been rectified by the Owner within 15 days after receipt of a notice from the Association specifying the violations of this paragraph 3.2, the Owner shall be subject to a penalty at a per diem rate established in the Rules and Regulations (as defined in Section 6.3.4, below) from the date of notice until the date the condition has been rectified, in addition to all other rights and remedies available to Developer and the Association. The penalty shall be assessed against the Owner and, if not paid, will be enforced as provided below.

4.3. **Grading and Drainage:** Each Owner must adhere to the grading plan or any amendment thereto approved by the Municipal Engineer and on file with the Village of Summit ("Master Grading Plan"), and grade such Owner's lot in accordance with the Master Grading Plan. Developer and/or the Village of Summit and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance and correction of any drainage condition (whether or not Owner complied with the Master Grading Plan), and the Owner is responsible for cost of the same. Each Owner, at the time of construction of the Building, shall also be responsible for grading its lot so as to direct drainage toward the street or other established drainage way and to prevent an increase in drainage onto neighboring property. This shall be accomplished by creating swales along common lot lines wherever practical. Drainage ways shall be kept free of any obstructions. No plantings, other than grass, shall be permitted within 3 feet of side or rear lot lines without Approval. Due to the varying terrain and drainage conditions on each lot following construction, neither Developer nor Village of Summit shall be responsible for establishing lot line grades. The services of a professional engineer may be required to design a proper grading plan for any lot, the cost of which shall be paid by the lot Owner(s). Final grading of the lot shall be completed within one month after the date that an occupancy permit has been issued for the Building (subject to delays caused by adverse weather conditions).

No Owner of any lot shall or will at any time alter the grade of any lot from that which is shown in the Master Grading Plan unless and until the lot owner shall first obtain the written approval of the Village Engineer for such grade alteration. In order to obtain this approval, it shall

first be necessary for the lot owner, at the lot owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner as regards drainage of their viewing of unreasonable slope treatment. The Village Engineer's approval, if granted, shall not relieve the lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the Village and its agents, employees, developer and independent contractors regarding the same. The Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for the cost of the same.

4.4. **Utility Boxes:** Electric transformers, cable TV and telephone equipment boxes have been placed by Developer to serve each lot. Any subsequent relocation, either horizontally or vertically, or modification of these equipment boxes shall require written authorization from the appropriate utility company or service provider approval. The Lot Owner shall pay all costs of such relocation or modification. The Owner must also plant materials to screen the utilities; maintenance and/or replacement of these materials is the responsibility of the Owner.

4.5. **Erosion Control:** Each Owner shall be responsible for installing and maintaining erosion control measures from the commencement of grading until such time as a lawn or other plantings sufficient to prevent erosion has been established on the Owner's lot. These measures include, but are not limited to: installation of silt fence, hay/straw mat, jute mat or other materials designed to stabilize steep and highly erodible areas. Any areas where erosion control measures have been compromised by weather, construction or any other event shall be repaired within 7 days of damage. After every rainfall exceeding ½ inch and at least once per week, erosion control measures must be inspected by the Owner or the Owner's contractor, and any necessary maintenance or repairs made. Failure to comply with these requirements may result in sanctions against the Owner by the Village of Summit, the Wisconsin Department of Commerce, and/or the Wisconsin Department of Natural Resources. All erosion control measures shall be installed and maintained according to the then current standards and specifications set forth in Wisconsin Department of Natural Resources Conservation Practice Standard and local ordinances.

4.6. **Restoration of Disturbed Areas:** All construction-related activity shall be confined to the Owner's lot unless the adjoining Owners have given written permission to use their respective lots or outlots. In the event that landscaping on adjacent lots or outlots is disturbed during construction or grading, all disturbed areas shall be immediately restored with vegetation of like kind. In the event that eroded material is deposited onto a street or neighboring property, the Owner of the lot from which the material came shall be responsible for removing the material and restoring the street or neighboring property to its original condition.

4.7. **Liability for Pavement Damage:** Each Owner shall be responsible to Developer and the Village of Summit for the costs of repairing and replacing any street pavement, curb and gutter or sidewalks (including restoration of topsoil and lawn abutting the curb, gutter and sidewalks) which have been damaged during the course of constructing the Building and/or Permitted Improvements on the Owner's lot. In the event that the Village of Summit requires Developer to make such repairs or replacements at Developer's expense, the Owner shall be required to reimburse Developer for the cost of the repairs and replacements to the extent that such costs exceed the amount of the curb and gutter damage bond of Owner, if any, held by Developer or the Village of Summit. Reimbursements not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, shall constitute a continuing lien on such Owner's lot until paid in full, and shall also be the personal obligation of any current or subsequent Owner of the lot. Developer may record a document with the Register of Deeds in Waukesha County, Wisconsin; giving notice of the lien for any such unpaid reimbursements and, upon payment for satisfaction of the amount due, Developer shall record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay or reimburse Developer for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed by the Developer in the same manner, and subject to the

same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer from pursuing all other legal remedies.

4.8. **Jobsite Maintenance:** Owner, and his agents, shall be responsible to maintain a clean, well-organized jobsite, limit excessive noise (including radios) and not restrict street vehicle access during construction.

V. **IMPROVEMENTS/OWNER MAINTENANCE**

5.1. **Permitted Improvements:** No buildings, outbuildings or other structures will be permitted on the Property except the Building, and except the following exclusive list of permitted improvements ("Permitted Improvements"), which are subject to these Covenants and Restrictions and require approval of the Developer:

5.1.1. Fences of a decorative style. Chain link fences, privacy fences or fences which enclose an entire yard will not be allowed.

5.1.2. Ground level patios and walking paths shall be constructed of masonry pavers or concrete. Deck structures are only permitted above ground level and shall be constructed of a composite decking material such as Fiberon or comparable. Columns supporting a deck shall be at least ten (10) inches wide, incorporate decorative masonry base, and be clad in cedar, stucco or masonry.

5.1.3. Gazebos.

5.1.4. Pool houses, not to exceed 200 square feet in area.

5.1.5. In-ground swimming pools. Above-ground swimming pools are not permitted. All swimming pools related pump, heater, filter and other equipment must be concealed in an enclosure located next to the Building to minimize the noise and visibility to neighboring properties. A different location for such pool equipment (with proper screening) may be allowed in special circumstances with Developer's prior written approval.

5.1.6. Retaining walls and decorative walls to be constructed of natural stone.

5.1.7. Berms.

5.1.8. Children's outdoor playground equipment and play structures are not permitted.

5.1.9. Dog kennels, not to exceed 150 square feet, shall be chain link fence, connected to the home and screened by landscaping. Dog houses are not permitted.

5.1.10. Driveways and walkways shall be poured concrete, pavers, or a combination of both.

a. Concrete shall be broom finished with troweled joints and smooth 4" edges – saw cut joints are not permitted.

b. Colored or stamped concrete are not permitted.

5.1.11. Planting Beds: Only natural shredded wood mulch may be used in flower/bush beds or wherever mulch is required – red mulch, stone or other materials are not permitted. Beds shall have shovel-ready edges or granite pavers approved by the Developer. Plastic, concrete or metal edging is not permitted.

5.2. **Outside Parking and Storage:** There shall be no outside parking or storage of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles or items deemed to be unsightly by either Developer or the Association.

5.3. **Mailboxes:** The design (as determined by the Developer) and location of each mailbox/newspaper box shall be uniform throughout NEWBRIDGE and installed in the location designated by the postmaster. Cost and maintenance of the mail/newspaper box shall be the responsibility of the Owner.

5.4. **Satellite Dishes, Antennas and Solar Panels:** Satellite dish antennas may not exceed 24 inches in diameter. No antenna or satellite dish shall be mounted or installed on any roof. Any antenna or satellite dish should be placed and screened so as to minimize its visibility from roadways and neighboring lots. Solar panels, either roof or ground mounted, are not permitted.

5.5. **Landscaping and Snow Removal:** The Owner shall be responsible to submit a landscape plan, prepared by a professional designer, for the lot which will require written approval of the Developer prior to the start of any work. The Owner is responsible to pay the cost of installing all approved landscape and hard-surface materials, including sod or seed for lawn areas. All lots are required to have a professionally designed and installed irrigation system for turf areas and plantings.

Owner may elect to have the Homeowner Association ("HOA") be responsible for normal yard maintenance and snow removal or to personally handle these responsibilities. In the event the Owner elects not to use the HOA, then he/she will be expected to maintain the property to the highest possible standard. Developer and/or the HOA has the exclusive right to determine that proper maintenance is being achieved and if not, to give the Owner notice to correct within a reasonable period. Failure to maintain can result in a fine imposed by the Developer. In any event, all owners are required to pay their prorated share of the cost of maintaining common areas as prescribed by the HOA.

5.6. **Landscape Lighting:** Landscape Lighting is not required but, should Owner wish to add it, the Developer shall approve all landscape lighting plans prior to installation. Owner shall be responsible for the cost of installation and maintenance of all exterior lighting. Solar yard lights and mercury vapor lights are not permitted. Nor is dusk to dawn lighting except for the one approved post light.

5.7. **Maintenance of Exterior Structures:** The Owner is responsible for maintaining in good condition the exterior and interior of any physical structure, including swimming pools, located on their lot. If, in the opinion of the Developer or Association the highest standards of maintenance and appearance are not being adhered to, the Developer or Association may request the Owner, in writing, to take corrective action to remedy the condition within a specified period of time. If, in the sole opinion of the Developer or Association, the condition has not been adequately resolved, the Developer or Association may fine the Owner up to \$250 per day and/or sue in court to require remediation. Any costs or expenses incurred by the Developer or Association for enforcement of this covenant shall be paid by the Owner. VI. **COMMON AREAS**

6.1. **Definition:** The term "Common Area" shall include the following areas that may be added in accordance with Section 11.6, below.

6.1.1. All landscaped courts and boulevards contained within the dedicated streets in NEWBRIDGE. Any portion of the Common Area within a public street right-of-way may only be improved with consent of Village of Summit and other appropriate public authorities. Consent to any such improvement shall not be considered or construed as an assumption of liability or responsibility for maintenance, or a release of the Association and/or the Owners of the duty to maintain such improvements.

6.1.2. The grass area up to the edge of the road, curb or pavement and any fencing and landscaping contained within the public rights-of-way and the internal streets of NEWBRIDGE.

6.1.3. All remaining land in the NEWBRIDGE Subdivision which has not been designated as a salable lot.

6.2. **Use of Common Area:** No improvements shall be allowed on the Common Area except the following: landscaping; signs installed by the Developer or Association, Village of Summit or other public entity; entrance monuments; walking trails; storm-water management facilities; amenities created by the Developer; and sewer, water, gas, electric, telephone and other utility lines and facilities. Except in connection with the foregoing, the following shall be prohibited in or on the Common Area:

6.2.1. The temporary or permanent construction or placing of storage areas, signs, billboards or other structures or materials. Notwithstanding the foregoing, Developer and its duly authorized agents may erect and maintain a marketing sign or signs within the Common Area until such time as Developer is no longer an Owner of any lots in NEWBRIDGE. In addition, primary construction contractor for a home may erect a temporary sign, not to exceed 3' x 2' advertising the company. Sign must be removed upon completion of construction.

6.2.2. Commercial or industrial activity, including passage across or upon the Common Area.

6.2.3. Filling, grading, excavating, mining or drilling, removal of top soil, sand, gravel, rock, minerals or other materials, or any building of roads.

6.2.4. Removal, destruction or cutting of trees or plants, unless conducted for proper maintenance and approved by the Developer or Association.

6.2.5. Dumping of trash, garbage or other unsightly or hazardous material.

6.2.6. Hunting or trapping.

6.2.7. Operating of any type of motorized vehicle, except as may be necessary in conjunction with landscape maintenance and snow removal by the Association.

6.3. **Ownership of Common Areas:** Each lot shall have an appurtenant undivided fractional interest in the Common Area, the numerator of which shall be one and the denominator of which shall be the number of sold lots subject to this Declaration (including added future stages). All deeds and any other conveyances of any lot in NEWBRIDGE shall be deemed to include such undivided interest in Common Area, whether or not so specifically stated in any such deed or other conveyance.

6.4. **STORMWATER MANAGEMENT**

6.4.1. The Association shall maintain the Stormwater Management measures installed on the Common Area in accordance with the Stormwater Management Practices Maintenance Agreement by and between Developer and Village of Summit and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin (the "Maintenance Agreement"). The Association shall establish a "Stormwater Management Committee" to supervise the maintenance of the stormwater management measures.

6.4.2. The Association shall provide maintenance of each stormwater management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management measures, aeration equipment and sediment removal.

6.4.3. The Village of Summit is authorized to access the Common Area to conduct inspections of stormwater practices as necessary to ascertain that the practices are being maintained and operated in accordance with the Maintenance Agreement.

6.4.4. Upon notification of the Association by the Village of Summit of maintenance problems that require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the Village of Summit. The Association annually shall

designate a person who will be responsible for the inspection and maintenance of the stormwater management measures.

6.4.5. The Village of Summit is authorized to perform corrective actions identified as necessary by the inspection if Association does not make the required corrections in the timeframe specified by the Village of Summit. The costs and expenses shall be levied against the lots as Special Charges for current services, pursuant to 66.0627, Wisconsin Statutes, or as Special Assessments pursuant to 66.0701, ET. Seq. Wisconsin Statutes. The Village of Summit shall collect Special Charges and Special Assessments, including delinquent amounts, as provide in the statutes.

6.4.6. The storm water retention basins that have been constructed in NEWBRIDGE are required by the Village of Summit and sewer commission to assist in the removal of sediment from and detention of storm water. The storm water retention basins shall not be used for swimming or as recreational facilities. Anyone entering or using the storm water retention basins for such prohibited uses does so at their own risk. By virtue of becoming and Owner of a lot in NEWBRIDGE, each Owner agrees for itself and on behalf of its respective successors, assigns, heirs and personal representatives to waive, to the fullest extent permitted by law, any and all claims for liability against Developer and the Association and their respective agents, contractors, employees, officers and directors, and to indemnify, defend and hold Developer and the Association and their respective agents, contractors, employees, officers and directors harmless from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney fees) resulting from injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention basins by such Owner or such Owner's family, guests or invitees.

VII. HOMEOWNERS ASSOCIATION

7.1. **Creation of Association:** Developer shall establish an Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Association Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules and all other uses of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Developer.

7.2. **Membership and Voting:**

7.2.1. Each Owner shall automatically be a member of the Association and shall be entitled to one membership unit and one vote for each lot owned. Ownership of a lot shall be the sole qualification for membership.

7.2.2. Association membership and voting rights shall be appurtenant to each lot and shall not be assigned, conveyed or transferred in any way except to the transferee upon transfer of the ownership interest of the lot. Any attempt to make a prohibited transfer or retention of membership rights shall be null and void.

7.2.3. Membership and voting rights shall not be divided between or among multiple Owners of single lot. The membership in the Association appurtenant to a lot shall be owned jointly and severally by all Owners of any interest in each lot, regardless of the form of tenancy, estate or interest. The Owners of a lot shall decide between or among themselves how they will exercise their collective right and shall designate one of the Owners to act on their behalf. In the event the Owners of a lot are unable to agree on the exercise of their collective vote by the time a vote is taken, the Owners will be precluded from casting a vote.

7.3. **Duties:**

7.3.1. The Homeowners Association will provide landscape yard maintenance and snow removal for Owners electing to have these services performed on their behalf.

7.3.2. To provide for the maintenance of the Common Area and all improvements located in the Common Area, including the storm, water management, drainage facilities, landscaping, and fences.

7.3.3. To provide for the maintenance, repair and replacement of the street signs in NEWBRIDGE.

7.3.4. To enforce the provisions of this Declaration.

7.3.5. To establish rules and regulations (the "Rules and Regulations") governing (i) the use and enjoyment of the Common Area, and (ii) the enforcement of the provisions of this Declaration. **Owners should obtain a copy of the Rules and Regulations from the Association.** The original Rules and Regulations shall be drafted by the Developer and delivered to each Lot Owner.

7.3.6. To discharge the rights of Developer assigned to the Association as provided in this declaration.

7.4. **Powers:** In addition to those powers bestowed upon the Association in its Articles of Incorporation and Bylaws and by Chapter 181 of the Wisconsin Statutes, the Association shall have the following powers:

7.4.1. To take such action as may be necessary to enforce the **Restrictions and Covenants.**

7.4.2. To enter into contracts with and/or to employ agents, attorneys or others for purposes of discharging its duties hereunder.

7.4.3. To grant utility and drainage easements in accordance with the provisions of Section 11.3 below.

7.4.4. To levy and collect assessments in accordance with the provisions of Section 7.5 below.

7.4.5. To take any other actions as may be necessary or incidental to performance of all duties of the Association specified in this Declaration.

7.5. **Assessments:** The Association shall levy and collect assessments in accordance with the following.

7.5.1. The Owner of each lot shall be subject to a regular (and special, if required) charge or assessment equal to its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties hereunder. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the number of sold lots subject to this Declaration (including lots added by future stages) at the time of the assessment. Said costs shall include, but not be limited to: taxes; insurance; repair, replacement, general maintenance and additions to the improvements made to the Common Area; equipment; materials; labor and the management and supervision thereof; the establishment of reasonable reserves for capital expenditures; and all costs for the Association reasonably incurred in conducting its affairs and exercising its powers and duties pursuant to this Declaration. Waukesha County shall not be liable for any fees or special assessments in the event that it should become the Owner of any lots in the subdivision by reason of tax delinquency. Developer shall act in the capacity of the Association prior to the Association being formed and shall have the right to assess costs and levy fines pursuant to this paragraph.

7.5.2. Regular assessments shall be approved at the duly convened annual meeting of the Association. Special assessments shall be approved at any duly convened meeting of the Association.

7.5.3. Written notice of an assessment shall be delivered to an Owner either personally or by regular mail addressed to the last known address of an Owner.

7.5.4. Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice.

7.5.5. Assessments not paid when due shall be subject to a late-payment penalty of fifty dollars (\$50.00) and shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid. Unpaid assessments and the penalties and interest thereon shall constitute a continuing lien on the lot against which it was assessed until they have been paid in full. The assessments, penalties and interest thereon shall also be the continuing personal obligation of any current or subsequent Owner of the lot against which the assessment was made. The lien may be enforced or foreclosed by the Association or any other person specified in the Bylaws of the Association, in the same manner, and subject to the same requirements as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude the Association from pursuing other legal remedies.

7.5.6. The Association may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and, upon payment or satisfaction of the amount due, record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay directly or reimburse the Association for all recording and attorney fees relating to any such document.

7.5.7. Upon application by any Owner, any officer of the Association may, without calling a meeting of the Association, provide to such Owner a statement certifying (1) that the signer is a duly elected or appointed officer of the Association and (2) as to the existence of any unpaid assessments or other amounts due to the Association with respect to the requesting Owner's lot. Such statement shall be binding upon the Association and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association for such lot.

7.5.8. **No Fees or Assessments in Event of Tax Forfeiture.** Neither Waukesha County nor the Village of Summit shall be liable for any fees or special assessment in the event that Waukesha County or the Village of Summit become the owner of one or more lots in the subdivision by reason of tax delinquency.

7.6. **Additional Improvements to Common Areas:** The Association shall not have the power to make improvements to the Common Area in addition to those then in existence from time to time (herein referred to as "Additional Improvements") without Approval if Developer is an Owner (unless Developer assigned Approval authority to the Association). If Developer is no longer an Owner of any lot, the Association shall not have the power to make Additional Improvements having a cost in excess of Ten Thousand dollars (\$10,000.00) without the consent of the Owners of at least sixty percent (60%) of the lots subject to this Declaration or any Supplemental Declarations.

7.7. **Listing Requirement:** Within 14 days following each annual meeting of the Association, the Association shall provide to Developer a list of the Association officers, director and committee members.

7.8. **Hold Harmless:** Directors and officers of the Association shall not be personally liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the directors, officers, agents or employees of the Association. The Association shall indemnify and hold the directors and officers harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties.

7.9. **Failure to Perform:** Failure of the Association to enforce any provisions contained in this Declaration upon the violation thereof shall not be deemed to be a waiver of the rights to do so, or acquiescence in any subsequent violation.

7.10. **Dissolution:** The Association may not and shall not be dissolved.

7.11. **Maintenance Enforcement:** In the event the Association does not properly landscape or maintain any common area, or properly maintain any signage, the Village of Summit may send written notice to the Association indicating that the Village has determined that the common areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Summit will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the common area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Summit shall then have the authority to landscape and/or maintain any such common area and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Summit, charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

VIII. **VIOLATION**

Any Owner violating the restrictions contained in this Declaration shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorney's fees, incurred by Developer or the Association in enforcing this Declaration. The foregoing shall be in addition to any other rights or remedies that may be available to Developer and the Association.

IX. **AGENT**

William R. Toson is the duly authorized agent of Developer as of the date of this Declaration and may act in that capacity until such time as a notice is recorded in the office of the Register of Deeds for Waukesha County by Developer, its successors or assigns, which terminates the authority of said agent.

X. **WATER SUPPLY AND SANITARY SEWER**

Each Owner is responsible for providing water to the site by digging and maintaining a private well. Each Owner is required to connect to the municipal sanitary sewer system - no septic tanks or other individual sewer systems shall be permitted.

XI. **TRANSFER FEE ASSESSMENT**

The Newbridge Homeowners Association shall levy a Transfer Fee Assessment upon the transfer of the conveyance of every homesite owned by a Member.

The amount of the Transfer Fee Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however all homesites similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance. The Transfer Fee Assessment shall, unless the transferor and transferee otherwise expressly agree, be the obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the non-exempt transfer of record legal title to a homesite by deed or other authorized means of conveyance for or without consideration.

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XII. MISCELLANEOUS

12.1. **Amendment of Declaration:** Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of at least sixty percent (60%) of the lots subject to this Declaration or any Supplemental Declarations; provided, however, that any such action must also be approved in writing by (i) Village of Summit, (ii) Waukesha County; and (iii) Developer. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

No such amendment shall be effective unless approved by the Village of Summit Village Board, as demonstrated by the signature of the Village President on the amendment document that is duly recorded in Waukesha County Register of Deeds.

12.2. **Variations:** Developer, and no other unless Developer shall assign its rights hereunder to the Association by written instrument recorded with the Register of Deeds of Waukesha County, Wisconsin, shall have the right and authority to permit variations from the application of the Declaration, if such modification or variance is consistent and compatible with the overall scheme of development of NEWBRIDGE or have the effect of revoking an Approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variations shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of Developer (or the Association after assignment), and this paragraph and any modifications or variations granted hereunder shall not in any way be interpreted (i) as thereafter preventing or excusing strict compliance with the Declaration, or (ii) as entitling any other person to such modification or variance. No modifications or variations that conflict with Village of Summit laws or ordinances may be granted absent the approval of the Village of Summit.

12.3. **Reservation of Right to Grant Easements:** Developer reserves the right to grant and convey easements to Village of Summit and/or to any public or private utility company or service provider, upon, over, through or across those portions of any lot within 10 feet of any lot line and upon, over, through or across any portion of the Common Area for purposes of allowing the municipality, utility company or service provider to furnish gas, electric, water sewer, cable television or other utility service to any lot or the Common Area. Developer reserves the right to grant and create easements through any portions of NEWBRIDGE for purposes of facilitating drainage of storm or surface water within or through NEWBRIDGE. Developer may grant such easements without the consent or approval of any lot Owner, so long as Developer or a successor developer to Developer owns any lots in NEWBRIDGE (or any added future stages). After that time, or at such time as Developer shall assign such power to the Association, the Association shall have the power to grant easements upon, over, through or across any portion of the Common Area reserved to Developer hereunder.

12.4. **Assignment to Association:** Developer may assign to the Association the right to grant Approval pursuant to this Declaration.

12.5. **Severability:** The invalidity or unenforceability of any term, provision or condition of this Declaration for any reason shall not affect the validity or enforceability of any other term, provision, or condition hereof, all of which shall remain in full force and effect for the term of this Declaration.

12.6. **Future Stages of Development:** Developer, its successors and assigns shall have the right to bring within this Declaration future stages of development of NEWBRIDGE, provided such future stages are or become adjacent to the real estate which is or becomes subject to this Declaration or any Supplemental Declaration. The future stages authorized under this Section shall be added by recording a Supplemental Declaration of Restrictions relating to each future state (the "Supplemental Declaration"). A Supplemental Declaration will extend the provisions of this Declaration to such future stages, indicate any provisions which differ from the provisions of this Declaration or any prior Supplemental Declaration, and indicate the modification to this Declaration or any prior Supplemental Declaration resulting from such addition. Except with respect to increasing the number of Owners and adding to the Common Area, any such Supplemental

Declarations shall not revoke, modify or add to the covenants established by this Declaration or any prior Supplemental Declaration.

12.7. **Signs:** No sign, billboard or advertisement of any kind, including without limitation, those of realtors, politicians, contractors and subcontractors, shall be erected within NEWBRIDGE without the written consent of the Developer or the Association, except signs used or erected by Developer, entry, posting building permit/builder's job rules and legal proceedings. The Developer and the Association shall not grant permission to erect signs on any lot after such lot is sold unless their erection is reasonably necessary to avert serious hardship to the Owner of such lot. If permission is granted to any Person to erect a sign within NEWBRIDGE, the Developer (or Association) reserves the right to restrict the size, color, lettering and placement of such sign. The Developer or Association shall have the right to erect signs as they, in their discretion, deem appropriate. No signs shall be nailed or otherwise attached to trees.

12.8 **Parking and Vehicular Restrictions:**

12.8.1. Parking on the properties shall be restricted to private automobiles and passenger-type vans. Vehicles shall be parked only in the garages. No Owner shall conduct or permit to be conducted repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of NEWBRIDGE, except in an enclosed area with the doors thereto closed at all times.

12.8.2. **Vehicular Restrictions:** Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, motorhomes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, motorcycles, mopeds, horse trailers, golf carts, boats and other watercraft, and boat trailers shall be parked only in enclosed garages with the garage door kept closed (except for entering or exiting the garage) or areas designated elsewhere in this Declaration, or areas, if any, designated by the Developer or Association.

12.9. **Occupants Bound:** All provisions of the Declaration, By-Laws, and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants of such Owner's unit to comply with the Declaration, By-Laws and the rules and regulations or use restrictions adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

12.10. **Animals and Pets:** No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on any portion of NEWBRIDGE, except that dogs, cats, or other usual and common domesticated household pets not to exceed a total of three (3) may be permitted in a home. This limitation does not apply to fish.

12.11. **Quiet Enjoyment:** No portion of NEWBRIDGE shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of NEWBRIDGE that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

No noxious, illegal or offensive activity shall be carried on upon any portion of NEWBRIDGE, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of NEWBRIDGE. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, and unpleasant or of a nature as may diminish or destroy the enjoyment of the properties.

12.12. **Irrigation:** A professionally installed, permanent irrigation system is required to be in place and operable within sixty (60) days the occupancy permit has been issued (weather permitting). The lot Owner is expected to utilize the system to properly maintain lawns, landscaping and landscape beds and is responsible for the cost of installing and maintaining the system.

12.13. **Utility Lines:** No overhead utility lines, including lines for cable television, shall be permitted within NEWBRIDGE, except for temporary lines as required during construction and high voltage lines if required by law.

12.14. **Air Conditioners:** Except as may be permitted by the Developer, no window or wall-mounted air conditioning units may be installed in or on any home. Air conditioning units must be screened with landscaping or fence approved by the Developer or Association.

12.15. **Exterior Lighting:** Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the Developer or Association prior to installation.

12.16. **Business Use:** No trade or business may be conducted in or from any home, except that an Owner or occupant residing in a home may conduct business activities within the home so long as:

12.16.1 The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home.

12.16.2. The business activity conforms to all zoning requirements for the properties and all applicable County ordinances.

12.16.3. The business activity does not involve persons coming into NEWBRIDGE who do not reside in NEWBRIDGE or door-to-door solicitation of residents of NEWBRIDGE; and

12.16.4. The business activity is consistent with the residential character of NEWBRIDGE and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of NEWBRIDGE, as may be determined in the sole discretion of the Developer or Association.

12.17 **Home Rental:** No home shall be rented, leased, or otherwise sublet without the approval of the Developer or Association.

12.18. **Duration of Restrictions:** These restrictions and covenants and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded. Any Supplemental Declarations, whenever executed, shall have a term which coincides with the term of this Declaration and shall expire upon the expiration of this Declaration. Upon the expiration of such initial 30-year term or any extended term as provided herein, this Declaration, as amended, and any Supplemental Declarations shall be automatically extended for successive terms of 10 years each, unless prior to the end of the then-current term a notice of termination is executed by the Owners of at least sixty percent (60%) of all lots subject to this Declaration or any Supplemental Declaration and is recorded in the office of the Register of Deeds of Waukesha County. These restrictions shall be deemed to be covenants running with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner, and by the municipality.

This section does not terminate, and shall not be interpreted to authorize termination of, any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Village of Summit, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by recorded document.

IN WITNESS WHEREOF, the undersigned have executed this 3rd Amended Declaration of Restrictions and Covenants this 17 day of July, 2025.

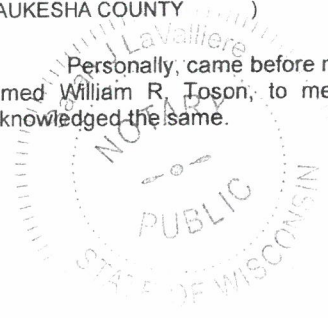
TREE RIDGE REAL ESTATE DEVELOPMENT, LLC

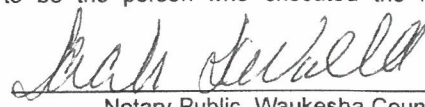
BY: William R. Toson
Sole Member

BY: 

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally, came before me this 17 day of July, 2025, the above-named William R. Toson, to me known to be the person who executed the foregoing instrument and acknowledged the same.




Notary Public, Waukesha County, State of Wisconsin

My Commission Expires: 29 August 2028

APPROVAL:

The Village of Summit approves this Amended Declaration of Restrictions and Covenants dated August 1, 2025, for Newbridge Crossing Subdivision.

Summit Village President

Date: _____



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

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

MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Date: August 12, 2025

Re: **Zoning Map Amendment from the R-1 Estate Residential District to the BP Business Park District**

37214 Delafield Road (SUMT0640998001)

BACKGROUND: See 6/19/2025 and 7/17/2025 Plan Commission Staff Reports.

At the July meeting, Plan Commission unanimously recommended Village Board conditionally approve the amendment to the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the R-1 Estate Residential District to the BP Business Park District on the subject property. The recommended zoning map amendment is subject to the conditions provided in the enclosed ordinance.

A Public Hearing took place at the June and July Plan Commission meetings. There were several comments from the public, including concerns that the Village should define the term “conference center” and that the proposed use is primarily a party barn and event facility, which is a pending topic being discussed by a Village-appointed sub-committee. There were also comments that change is detrimental to the community and that a residential use would result in a greater tax benefit. At the July meeting, there was a mix of support and concern related to the use, with concerns related to sewer access, traffic, potential future expansion of uses, and lack of definition. One of the speakers originally opposed to the use at the June meeting stated that he took the matter to his Homeowner’s Association and they supported the proposed use. Therefore, he retracted his comments of concern over allowing a party barn/event facility prior to the Village addressing the matter on a larger scale.

ATTACHMENTS:

- Draft Ordinance with Exhibits
- 6/19/2025 & 7/17/2025 Plan Commission Staff Reports
- Village Attorney Legal Opinion
- Applicant PowerPoint

- Survey
- Building Rendering

FISCAL IMPACT: There is no fiscal impact related to the proposed rezone. Upon further development of the site, there may be an increase in property value and need for emergency services.

RECOMMENDED MOTION:

Adopt the enclosed ordinance, subject to Village Attorney review, to amend the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the R-1 Estate Residential District to the BP Business Park District on the Subject Property described in the enclosed ordinance. The zoning map amendment is subject to the following conditions:

1. **INITIAL DEVELOPMENT:** The zoning map amendment shall not be effective until such time the Applicant obtains Building, Site and Operational approval to construct a conference center in substantial conformance with the use, site plan, and architectural design materials presented at the June 19, 2025 Plan Commission meeting. The Building, Site and Operational plans will require Plan Commission approval and this rezone does not guarantee said approval as presented.
2. **RESIDENTIAL USE:** The existing residential structure inclusive of a community living arrangement for two adults and two caretakers is considered a legal nonconforming use and all provisions of Section 111-224 and Section 111-225 shall be met.
3. **FUTURE DEVELOPMENT - COMPLIANCE WITH COMPREHENSIVE PLAN AND ZONING:** Any future use, not presented as part of the Initial Development, that is proposed on the property shall comply with the guidelines stated in the Village of Summit Comprehensive Plan and standards of the Village of Summit Zoning and Shoreland Protection Ordinance.
4. **SEWER AND WATER:** The Applicant shall serve any and all business uses on the property with public sewerage and water facilities provided by the City of Oconomowoc. All costs associated with connection, installation, and maintenance are the responsibility of the Applicant and not the Village of Summit. The existing residential structure shall connect to the public sanitary sewer collection and treatment system within one year of the service being provided to the property with all costs related to the connection, installation, and maintenance being the responsibility of the Applicant and not the Village of Summit.
5. **SUBJECT TO REIMBURSEMENT OF EXPENSES:** As a condition precedent to this conditional rezone 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 rezone approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.

6. **OWNER & APPLICANT ACKNOWLEDGMENT:** The property owner and Applicant shall acknowledge and accept all conditions of this approval. This condition will be satisfied upon the property owner and Applicant signing the ordinance after adoption by the Village Board.

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 R-1 ESTATE RESIDENTIAL DISTRICT
(SECTION 111-347) TO THE BP BUSINESS PARK DISTRICT (SECTION 111-355) ON
PROPERTY LOCATED AT 37214 DELAFIELD ROAD (SUMT0640998001) 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 Stephen Hanke (APPLICANT), and as the owner of certain lands in the Village of Summit, to rezone certain lands described and illustrated in Exhibit “A”, and described as 37214 Delafield Road (SUMT0640998001), and described herein by reference (the “Subject Lands); and

WHEREAS, said rezoning petition was submitted in order to rezone the Subject Lands from the R-1 Estate Residential District (Section 111-347) to the BP Business Park District (Section 111-355) of Chapter 111 “Zoning and Shoreland Protection Ordinance” of the Village Code; 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 June 19, 2025, and continued on July 17, 2025, as required by Section 111-386(b)(4) of the Village Code; and

WHEREAS, following the June 19, 2025 and July 17, 2025 public hearing, the commissioners considered all 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 Applicant and property owner affected by this zoning ordinance requested and agreed to 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 any operations are conducted pursuant to the following conditions and in strict compliance with the same and is consistent with the recommendations found in the Village of Summit master plan;

WHEREAS, the Village Board has included several conditions of its approval of the rezoning petition as defined and approved on August 12, 2025.

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

SECTION 1: The Zoning Map of the Village of Summit is hereby amended to rezone the Subject Lands from the R-1 Estate Residential District (Section 111-347) to the BP Business Park District (Section 111-355) on property located at 37214 Delafield Road (SUMT0640998001), as described in Exhibit "A". This rezoning is subject to the following conditions being met:

1. **INITIAL DEVELOPMENT:** The zoning map amendment shall not be effective until such time the Applicant obtains Building, Site and Operational approval to construct a conference center in substantial conformance with the use, site plan, and architectural design materials presented at the June 19, 2025 Plan Commission meeting. The Building, Site and Operational plans will require Plan Commission approval and this rezone does not guarantee said approval as presented.
2. **RESIDENTIAL USE:** The existing residential structure inclusive of a community living arrangement for two adults and two caretakers is considered a legal nonconforming use and all provisions of Section 111-224 and Section 111-225 shall be met.
3. **FUTURE DEVELOPMENT - COMPLIANCE WITH COMPREHENSIVE PLAN AND ZONING:** Any future use, not presented as part of the Initial Development, that is proposed on the property shall comply with the guidelines stated in the Village of Summit Comprehensive Plan and standards of the Village of Summit Zoning and Shoreland Protection Ordinance.
4. **SEWER AND WATER:** The Applicant shall serve any and all business uses on the

property with public sewerage and water facilities provided by the City of Oconomowoc. All costs associated with connection, installation, and maintenance are the responsibility of the Applicant and not the Village of Summit. The existing residential structure shall connect to the public sanitary sewer collection and treatment system within one year of the service being provided to the property with all costs related to the connection, installation, and maintenance being the responsibility of the Applicant and not the Village of Summit.

5. **SUBJECT TO REIMBURSEMENT OF EXPENSES:** As a condition precedent to this conditional rezone 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 rezone approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.
6. **OWNER & APPLICANT ACKNOWLEDGMENT:** The property owner and Applicant shall acknowledge and accept all conditions of this approval. This condition will be satisfied upon the property owner and Applicant signing the ordinance after adoption by the Village Board.

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: The property owner is hereby put on notice that the Village of Summit may rezone the lands or portions thereof subject to this conditional rezoning ordinance to the R-1 Estate Residential District (Section 111-347) if the conditions of this ordinance are not fully complied with.

SECTION 4: 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 5: 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 _____, 2025.

VILLAGE OF SUMMIT

By: _____
Jack Riley, Village President

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

Published/Posted the ____ day of _____ 2025.

APPROVAL OF APPLICANT AND SUBJECT PROPERTY OWNER

Dated this ____ day of _____, 2025.

SUBJECT PROPERTY OWNER

Stephen G. Hanke

This instrument drafted by
Amy Barrows, Village Planner

ZONING DISTRICT AMENDMENT REQUEST
6/19/2025 Plan Commission Meeting
Hanke Property (SUMT0640998001)

Staff Report

Village of Summit, Wisconsin

Property Location: 37214 Delafield Road

Property Owner: Stephen G Hanke

Applicant: Same

Possible Motion: *Motion to recommend that Village Board approve the amendment to the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the R-1 Estate Residential District to the BP Business Park District on property located at 37214 Delafield Road (SUMT0640998001). The recommended zoning map amendment is subject to the following conditions:*

1. ***INITIAL DEVELOPMENT:*** *The zoning map amendment shall not be effective until such time the applicant obtains Building, Site and Operational approval to construct a conference center in substantial conformance with the use, site plan, and architectural design materials presented at the June 19, 2025 Plan Commission meeting. The Building, Site and Operational plans will require Plan Commission approval and this rezone does not guarantee said approval as presented.*
2. ***RESIDENTIAL USE:*** *The existing residential structure inclusive of a community living arrangement for two adults and two caretakers is considered a legal nonconforming use and all provisions of Section 111-224 and Section 111-225 shall be met.*
3. ***FUTURE DEVELOPMENT - COMPLIANCE WITH COMPREHENSIVE PLAN AND ZONING:*** *Any future use that is proposed on the property shall comply with the guidelines stated in the Village of Summit Comprehensive Plan and standards of the Village of Summit Zoning and Shoreland Protection Ordinance.*
4. ***SEWER AND WATER:*** *The applicant shall serve any and all business uses on the property with public sewerage and water facilities provided by the City of Oconomowoc. All costs associated with connection, installation, and maintenance are the responsibility of the applicant and not the Village of Summit.*

The Village shall determine if the existing residential structure can continue to be served by a private sewerage system and well, and if so, for how long.

5. ***SUBJECT TO REIMBURSEMENT OF EXPENSES:*** *As a condition precedent to this conditional rezone 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 rezone approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*

6. **OWNER & APPLICANT ACKNOWLEDGMENT:** *The property owner and applicant shall acknowledge and accept all conditions of this approval. This condition will be satisfied upon the property owner and applicant signing the ordinance after adoption by the Village Board.*

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

Summary:

Lot Area: 7.7 acres

Existing Zoning: R-1 Estate Residential (2-acre lot size, 130,000 sq. ft./unit density)

Proposed Zoning: BP Business Park (80,000 sq. ft. lot size)

Land Use Plan: Industrial/Business Park

Adjacent Land Uses		Zoning*
North	Agricultural/Hope Church	A-1 & IN
South	Agricultural/Brinkmann Construction	A-1
East	Summit Village Hall	IN
West	Residential/Agricultural	A-1

The applicant is proposing to rezone the property located directly west of Village Hall from the A-1 Agricultural District to the BP Business Park District to accommodate the construction of a new building that will be used as a conference center. The applicant provided concept materials indicating what the proposed facility will look like, including the location of parking and stormwater management facilities. The applicant is aware that sewer and water service would be required, and that the developer would be responsible for the cost of utility extension installation and connection fees.

Conference centers are listed as a permitted use in the BP Business Park District. Conference centers are not defined as part of the zoning ordinance. The applicant states that the conference center would be used for corporate events, trade shows, and family & community gatherings. The building would be approximately 5,000 sq. ft. and have seating for three hundred (300) guests. A brief description of the use and operations is included in the packet.

The Comprehensive Land Use Plan designates the property as Industrial/Business Park. The category is designated for areas with light to medium intensity business uses such as corporate office facilities, light manufacturing, and warehousing. Medium-to-heavy intensity uses such as large manufacturing facilities or chemical processing are not permitted. The land use plan requires that the development be served by sewer and water and that these utilities be provided in

coordination with the City of Oconomowoc.

As part of the development, the applicant is proposing to raze an existing barn structure. All other structures are to remain. The proposed building will be constructed over a portion of this building to be razed. It appears the applicant is not proposing to divide the parcel, which would result in a combination of commercial and residential uses on a single property. The existing residence is occupied as a community living arrangement with two adults and two caretakers. It should be noted that the existing residential structure would be considered legal nonconforming if the rezone is approved. A 150-stall parking lot is proposed to the east of the new building. It appears 100 parking spaces would be required based on the number of seats in the building. The building would have board and baton smart siding and the roof would be a combination of shingles and metal. Parking lot light poles will be added as needed and will match the design and height of the light poles at Village Hall. The plans for actual development of the site would require approval from Plan Commission following approval of the rezone.

Utilities: The property is currently served by private sewage systems and wells. Public sewer and water would need to be extended to the site to accommodate the business use. The Village will need to determine if the existing residential structure is required to abandon the existing septic and private well and connect to the sewer and water system.

Traffic, Access, & Frontage: The property has approximately 1,520 ft. of frontage on CTH DR.

Public Services/Capital Investments: There will be no changes to public services other than emergency services will need to be provided on an as-needed basis. There are no requirements for capital investments as a result of the rezone request.

Environment: There are no wetland, floodplain, and primary environmental corridor resources on the property, except for possible wetland in the southwest corner of the property.

Adjacent properties: Although the adjacent uses are mostly agricultural, all surrounding properties are intended to be commercial, multi-family, or mixed use in the future. The barn and parking lot are closest to Village Hall.

Compliance with Comprehensive Plan: The proposed zoning complies with the Comprehensive Plan.

ZONING DISTRICT AMENDMENT REQUEST
7/17/2025 Plan Commission Meeting
Hanke Property (SUMT0640998001)

Staff Report

Village of Summit, Wisconsin

Property Location: 37214 Delafield Road

Property Owner: Stephen G Hanke

Applicant: Same

Summary:

The Plan Commission held a public hearing June 19, 2025 regarding the applicant's request to rezone property located at 37214 Delafield Road from the R-1 Estate Residential District to the BP Business Park District to accommodate a conference center. Plan Commission continued the public hearing until July to get a legal opinion from the Village Attorney regarding how to define a conference center and whether hours of operation can be restricted as part of the rezone.

The Village Attorney provided a legal opinion dated July 9, 2025, which is included in the packet. The Village Attorney cannot provide a definition for "conference center", but the letter describes the process for determining such definition. The opinion letter also suggests that the Village cannot restrict hours of operation as part of the rezone, but can limit hours of operation as part of the site plan and plan of operation.

Below is information related to the definition of conference center.

Merriam-Webster: There is no definition for conference center.

The definition for conference is:

[CONFERENCE Definition & Meaning - Merriam-Webster](#)

con·fer·ence (ˈkän-f(ə)-rən(t)s) -fərn(t)s, for sense 2 usually kən-'fər-ən(t)s

[Synonyms of conference >](#)

1 a : a meeting of two or more persons for discussing matters of common concern

| The president is in *conference* with his advisers.

b : a usually formal interchange of views : **CONSULTATION**

| a *conference* on climate change

c : a meeting of members of the two branches of a legislature to adjust differences

d : **CAUCUS**

Merriam-Webster: The following definition applies to convention centers: A building or set of buildings designed to hold many people and used for meetings. [CONVENTION CENTER Definition & Meaning - Merriam-Webster](#)

Wikipedia: A conference center (convention center) is a large building designed to hold conventions, where individuals and groups gather to promote and share common interests. It typically includes meeting rooms, banquet areas, social halls, and overnight accommodations. [Convention center - Wikipedia](#)

Collins Dictionary: A large venue designed for conferences often consisting of a large hall as well as a number of smaller lecture rooms and other facilities. [CONFERENCE CENTRE - Meaning & Translations | Collins English Dictionary](#)

The Free Dictionary: A center where conferences can be conducted. [Conference center - definition of conference center by The Free Dictionary](#)

It should be noted that hotels are permitted by right in the B-P District, which often host wedding venues. Other uses permitted by right that may attract many patrons at night include indoor recreational facilities, health clubs, movie theater, and restaurants.

The draft minutes, which include public comment, will be included in the packet in advance of the meeting. The staff report from the June meeting is also included in the meeting packet.

Municipal LAW

& LITIGATION GROUP

DALE W. ARENZ (1935-2022)
DONALD S. MOLTER, JR. (Retired)
JOHN P. MACY
H. STANLEY RIFFLE (Court Commissioner)
ERIC J. LARSON
REMZY D. BITAR

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
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PAUL E. ALEXY
MATTEO REGINATO
LUKE A. MARTELL
SAMANTHA R. SCHMID
CHRISTOPHER R. SCHULTZ
LUCAS C. LOGIC
GREGORY M. PROCOPIO
BENJAMIN T. CROCKETT
ADAM J. MEYERS
SAVANNA M. GAIN
JAIME L. STAFFARONI
HAILEY R. LIPINSKI

STEPHEN J. CENTINARIO, JR.

July 9, 2025

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

**Re: Conference Center Definition
Question Raised/Legal Opinion**

Dear Ms. Barrows:

I received your request that I provide a legal opinion regarding the definition of a conference center and whether limitations can be imposed on the hours of operation of a conference center as a condition of rezoning. Please note that I cannot provide you with a definition of "conference center" for the reasons outlined below. I can only provide you with the process for determining such definition. As such, I interpret your request as asking how to determine the definition "conference center" when that term is undefined in the Village Zoning Code. I have had an opportunity to carefully consider this matter.

Based upon my research, I have the following comments, questions, concerns and recommendations in this regard.

1. Conference Center and Undefined Terms. As stated in *State ex rel. Kalal v. Circuit Court for Dane Cty*, terms that are not statutorily defined or defined in the Village Code are construed according to their "common, ordinary, and accepted meaning." 2004 WI 58 ¶45, 271 Wis.2d 633, 681 N.W.2d 110. Dictionaries are often consulted to determine exactly what that common and approved usage is, as acknowledged by the Wisconsin Supreme Court in *DOR v. River City Refuse Removal, Inc.*, where the Court stated "[W]e resort to dictionary definitions in discerning legislative intent when the legislature has not provided a definition." 2007 WI 27, ¶46, 299 Wis. 2d 561, 729 N.W.2d 396

Because the Village Code does not have a definition of "conference center" the Village should use a definition that matched the common and approved usage based on accepted dictionary definitions. The Village cannot create its own definition and apply

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Amy Barrows
July 9, 2025
Page 2

it to the rezoning request at this time. It must use the dictionary definition, just as a court would be forced to do, where there is no Code or statutory definition.

Ultimately, if the Village were to take a position on the definition of a conference center that was subject to a challenge, the circuit court would turn to dictionary definitions or common and approved usage. It is difficult to predict what definition a court would ultimately rely on or use.

2. Your Question. [W]hether limitations can be placed on hours of operation as part of the request to rezone the property to the BP Business Park District to accommodate a conference center.”

My Response. My opinion is that the Village may not be able to impose a restriction on hours of operation as condition of rezoning. I believe the Village would face a very difficult task arguing that it can impose specific hours of operation restrictions on a singular property involving a permitted use as a part of a conditional rezoning. The Village can limit the permitted uses as a condition of rezoning (i.e., not allowing a car dealership on a specific property although it classifies as a permitted use). Rather, the Village may consider imposing a restriction on the hours of operation in approving the site plan and plan of operation and include a condition in the rezoning that the rezoning is contingent on getting the site plan and plan of operation approved.

Generally, the Village may impose reasonable conditions in an approval of a site plan and plan of operation. Village Zoning Code Section 111-276(7) addresses this issue, noting that basing approval of a building, site or operational plans it may consider:

7. Operational plans shall give appropriate consideration to minimize the potential adverse effect of noise, dust or odor resulting from such operation as well as the impact upon the existing character of the neighborhood resulting from patterns of traffic flow, hours of operation, lighting, shift changes and similar factors.

The Village should have some basis for imposing such a condition, while understanding this is not a universal condition of approval for all site plans and plans of operation and may not be applicable to a future operator of the site depending on the proposed use.

For future application, the Village could include in its definition of a conference center, that it can only be open for specific hours. The Village could amend language regarding permissive uses to allow for the imposition of requirements for hours of operation. Again, this cannot be done for the current application, but could be done moving forward with amendments to the relevant sections of the Village Zoning Code.

If you should have any questions or concerns regarding these matters, please do not hesitate to contact me.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Amy Barrows
July 9, 2025
Page 3

Yours very truly,
MUNICIPAL LAW & LITIGATION GROUP, S.C.

John P. Macy

John P. Macy

JPM/LCL/ko

Cc: Debbie Michael, Village Administrator-Clerk/Treasurer

Lake Country Conference Center

Planning Commission Meeting
Village Board Meeting

Proposed site:
37214 Delafield Rd.
Oconomowoc, WI 53066



Lake Country Conference Center:

Located in the Village of Summit, west of the village hall is a prime location for a community conference center.

This modern facility with state-of-the-art amenities, and eco-friendly features, we aim to attract local and regional clients. Our focus on strong marketing, strategic partnerships, and high-quality services would position us as a top event destination.

Materials:

Smart siding-board and baton

Roof: combination of shingles and metal

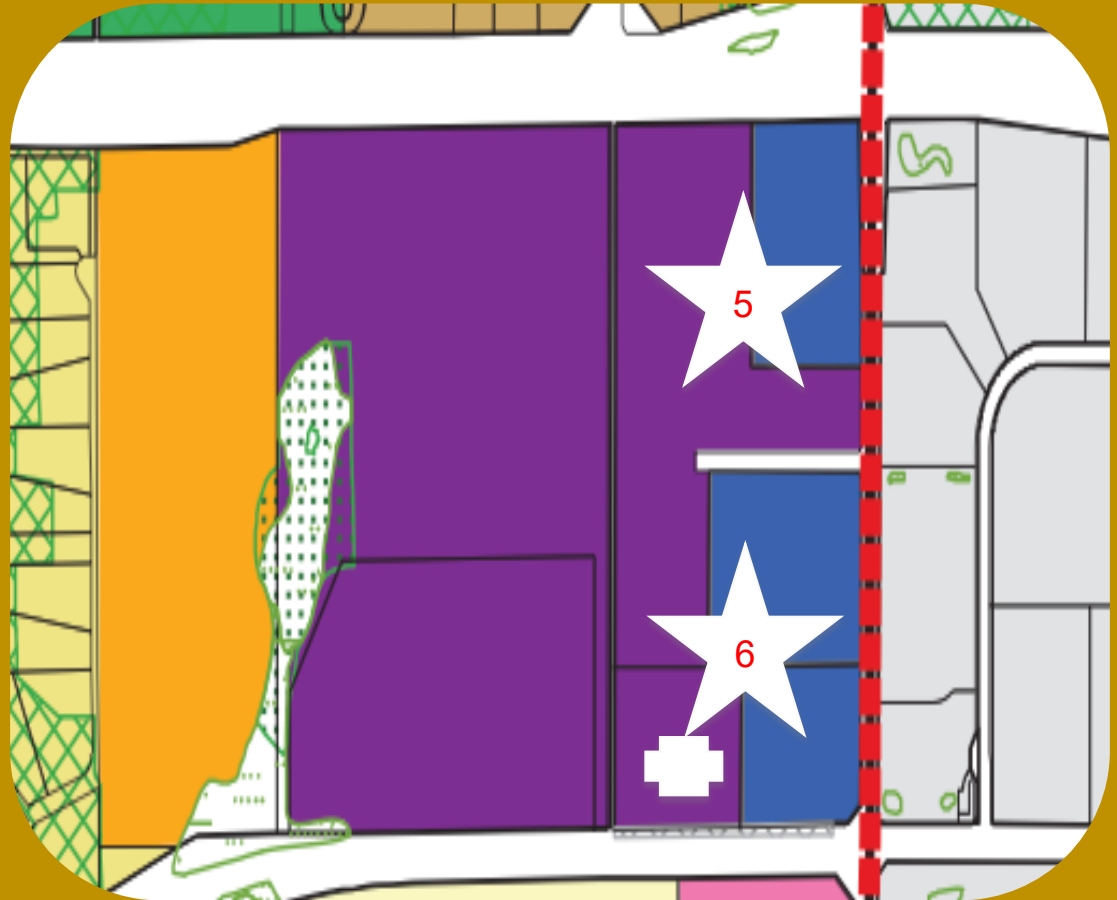


Utilities:

November 14th Village of Summit board meeting announcing utilities available from the city of Oconomowoc to areas 5 & 6.

Amy Barrows email confirming availability along with our call to Lucas Caine (Senior Utility Engineer) They have now developed 80% of the Pabst farm area, which was required in their land border agreement with Summit.

A formal request would have to come from the Village of Summit to initiate.



- Proposed location

Approved uses in a BP District. #9

The screenshot shows a web browser interface. At the top left is the Village of Summit logo. A search bar is in the top center. On the top right are links for NOTIFICATIONS, SIGN IN, and HELP, along with a language selection dropdown and a 'Powered by Google' notice. The browser's address bar shows the path: Summit, Waukesha Co... / PART II - LAND DEVE... / Chapter 111 - ZONI... / ARTICLE XII. - DISTRI... / Sec. 111-355. - Busi... On the right side of the browser, there are links for SHOW CHANGES and MORE. The main content area has a heading 'Sec. 111-355. - Business Park District (BP)' with a 'modified' tag. Below the heading is a list of 15 principal permitted uses, each with a lettered sub-item (a) and a numbered list (1-15).

Sec. 111-355. - Business Park District (BP). modified

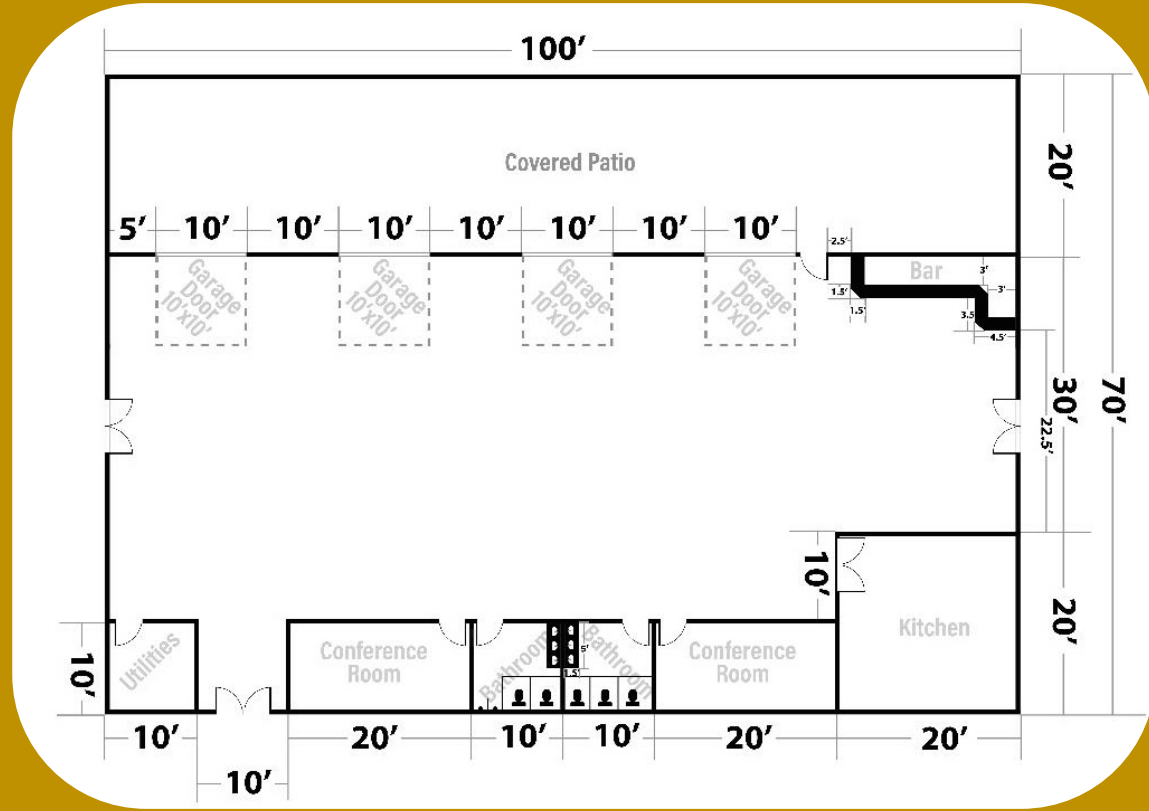
(a) *Intent.* The Business Park District includes areas designated for light to medium intensity business uses such as corporate office facilities, light manufacturing and warehousing with no outdoor storage permitted. The village will allow development in this classification only upon connection to public sewer systems. If municipal water is available within 1,000 linear feet, then this must also be extended and included in the development.

(b) *Principal permitted uses.*

- (1) Offices.
- (2) Medical office or clinic.
- (3) Dental office or clinic.
- (4) Bank or financial institution.
- (5) Assembly operations.
- (6) Personal and professional services.
- (7) Light manufacturing facilities.
- (8) Indoor storage and warehousing facilities.
- (9) Conference center.
- (10) Day-care facility.
- (11) Health clubs.
- (12) Hotel.
- (13) Indoor recreation facilities.
- (14) Movie theater.
- (15) Outdoor storage/retailing (i.e., garden center).

Facility & Features

- 5,000 sq. ft. space with seating for 300 guests
- Multiple breakout rooms with high-speed internet & digital tools
- Advanced audiovisual technology & video conferencing
- On-site catering kitchen & flexible event services
- Ample parking with hotel shuttle partnership
- Executive lounge & co-working areas
- Sustainability initiatives: solar panels, Led lighting, water conservation and recycling programs



Interior floor plan

Interior example



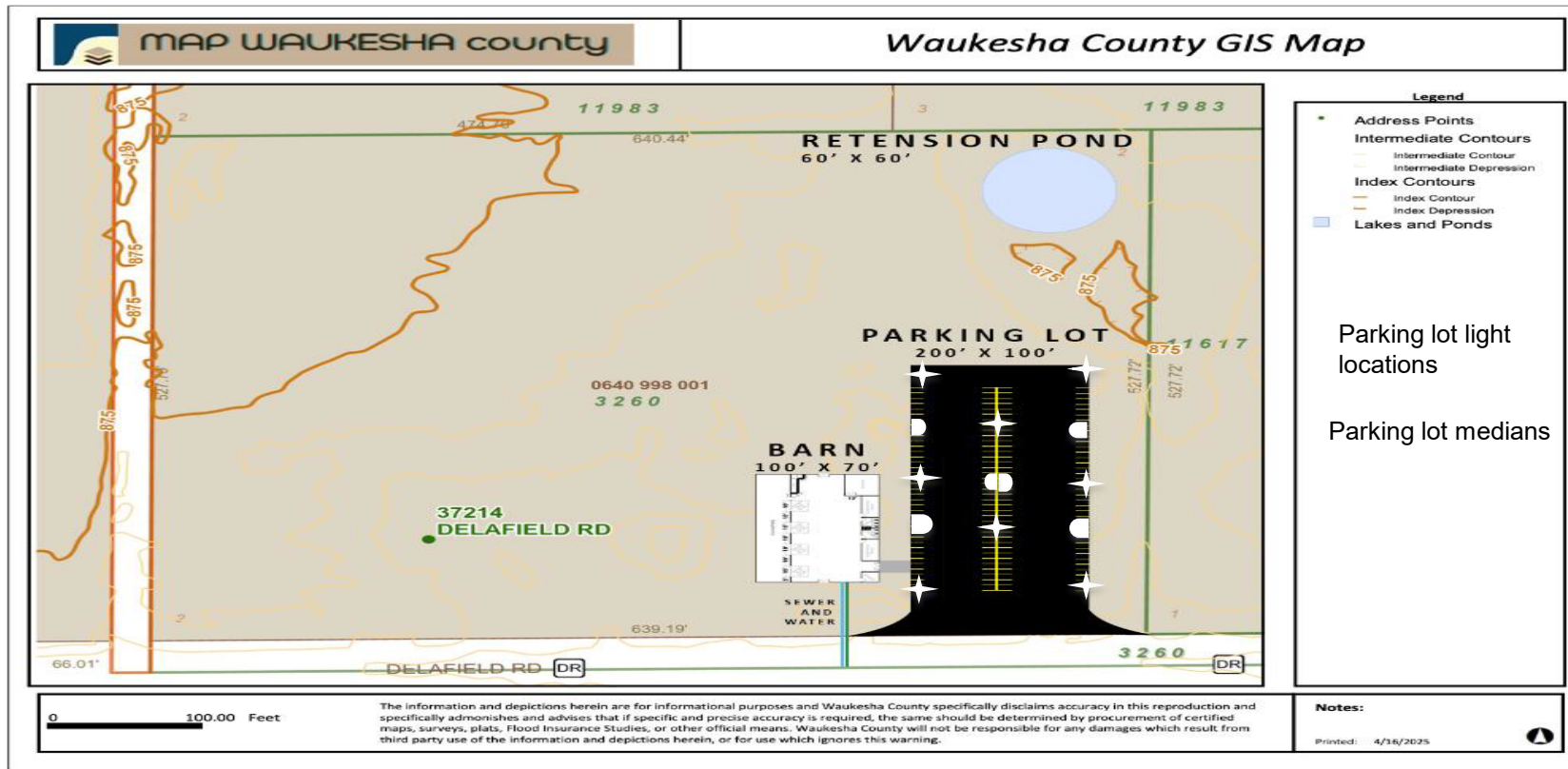
Marketing & Outreach

- Digital campaigns on LinkedIn, Facebook, and Instagram
- Partnerships with hotels, travel agencies, and businesses
- Participation in trade shows & business expos
- Early booking promotions and loyalty programs
- SEO-optimized website with virtual tours & online booking
- Community engagement via sponsorships & networking events
- Media outreach and influencer collaborations



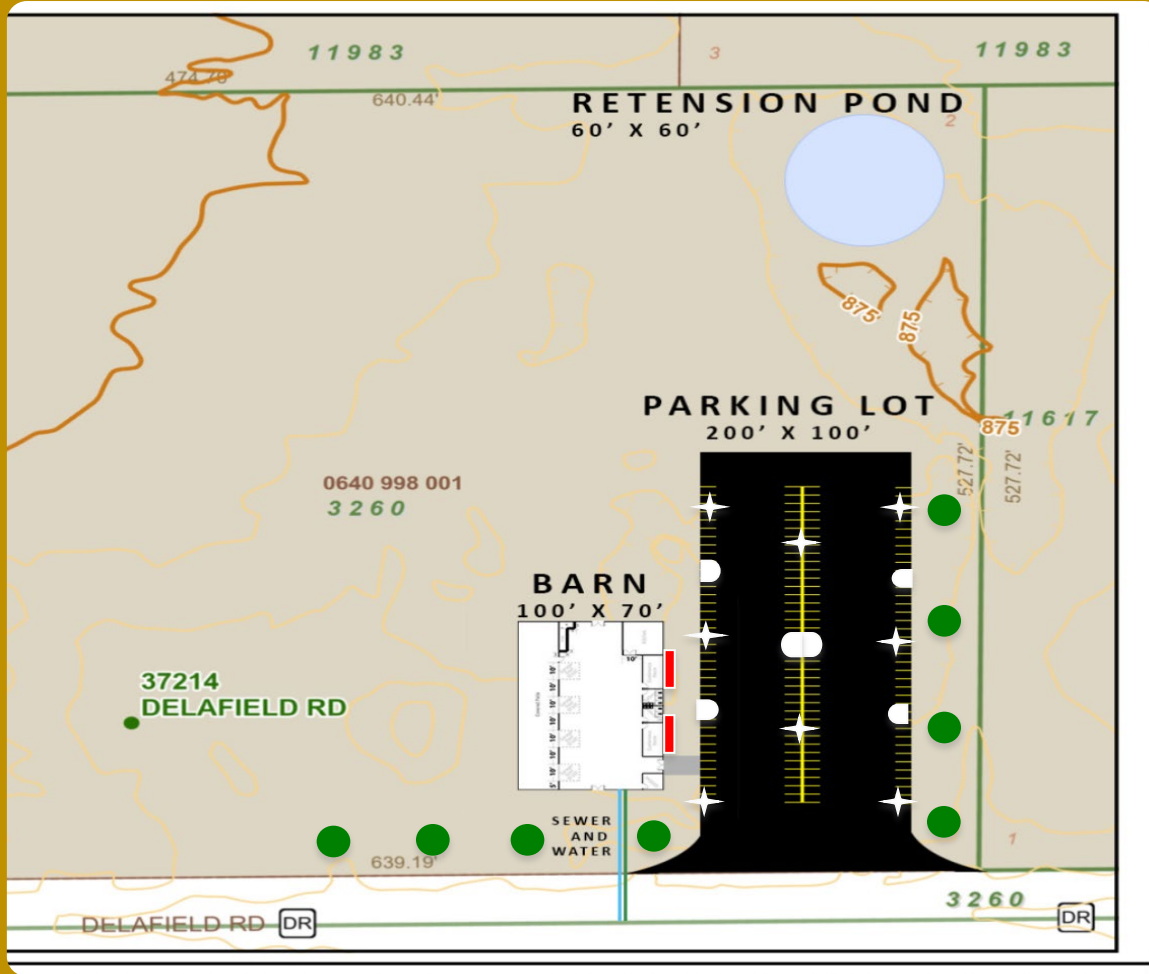
Sign example

Topographic map



Water and Sewer from Delafield Rd

Landscaping



White Dogwood trees



White and Pink Peonies



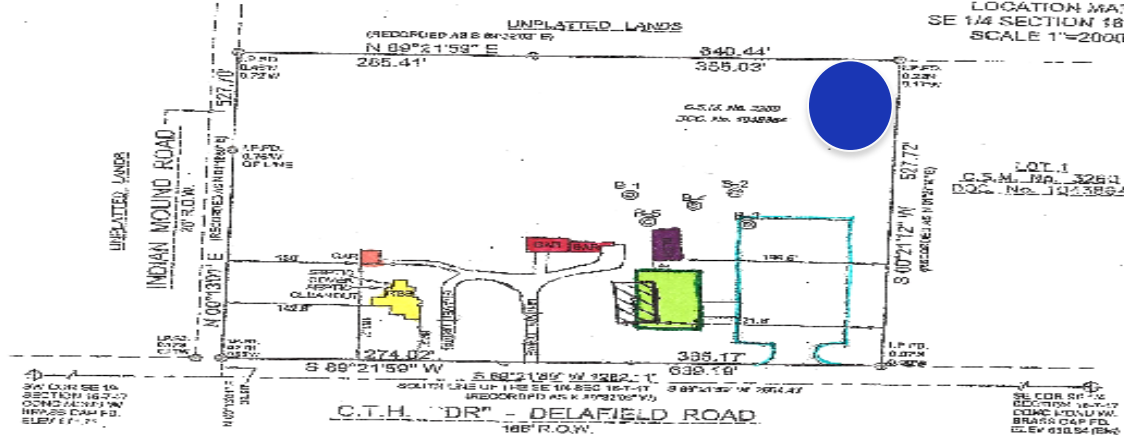
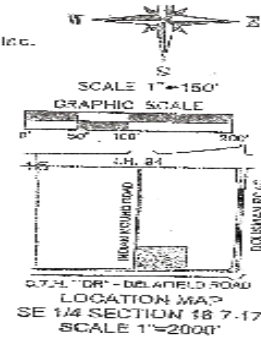
Survey Map

- ☛ Concrete Monument w/ Brass cap (found)
- ☉ Soil Spring

SURVEYOR: JOHN W. JAHNKE
 Jahnke & Jahnke Assoc. Inc.
 711 W. Morland Blvd.
 Waukesha, WI. 53188

Zoning: Estate Residential District (R-1)
 Minimum Lot Area: 87,120 Sq. Ft. (2+ Acres)
 Minimum Lot Width: 223 Feet
 Minimum Front/Street Setback: 76 Feet
 Minimum Side Yard Setback: 20 Feet

REFERENCE BEARING: Bearings are referenced to the South line of the SE 1/4 of Section 16, T7N, R17E, which has a bearing of S 89°21'59" W per the Wisconsin State Plane Coordinate System South Zone (April, 2008)



John W. Jahnke
 JOHN W. JAHNKE - Wis. Reg. No. S - 917
 SIGNED THIS 21st DAY OF September 2006
 REVISED THIS 17th DAY OF October 2006
 INSTRUMENT DRAFTED BY JOHN W. JAHNKE



Yellow-Assisted living home which has 2 adults and 2 caretakers living in it.

Pink-garage for home

Red-garage (storage) tables

Purple-garage (storage) chairs

Green-new proposed 5000 sq ft structure

Striped- barn to be removed

Blue circle-proposed storm water area

Light blue outline-proposed parking lot. 150 stalls with poles and lighting to match village hall

Opportunity in the area

The Village of Summit and surrounding areas lack a mid-sized, high-quality conference center. We will fill this gap by offering premium amenities at competitive rates.

Our main clientele includes businesses, organizations, and individuals seeking an affordable yet sophisticated space. Competitors include local hotels with limited conference space and high-cost upscale venues. Our strategic pricing, technology integration, and customer-centric approach will set us apart.

Operations & Management

- Professional Hospitality management team
- Seamless online booking & meeting customization
- Reliable vendor partnerships for catering, security and maintenance
- Staff trained for exceptional service & customer experience
- Sustainability-focused operational plans
- Customer feedback systems for continuous improvement

Target Market & Competitive Advantage

Lake country conference center would be a key driver of economic growth in the Village of Summit

Our premium location, strategic marketing, and dedication to sustainability will ensure long term success.

By offering a high quality, versatile conference space, we will become the preferred destination for professional and social gatherings.





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

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

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: August 6, 2025

Re: Discussion and action on a Stormwater Maintenance Agreement with Rogers Behavioral Health for improvements at the Cedar Ridge Campus located at 3011 N. Cedar Ridge Road (SUMT0625998)

BACKGROUND: Rogers Behavioral Health recently obtained approval from the Plan Commission to replace three existing buildings that accommodate a total of 20 beds at the Cedar Ridge Campus with one new building that will accommodate 20 beds and clinical treatment and programming. As part of the development, an existing kettle and proposed rain garden will manage stormwater. Chapter 12, Article IV Stormwater Runoff of the Village of Summit Code of Ordinances requires a stormwater maintenance agreement between the village and the responsible party for the maintenance of stormwater management practices required for certain developments, including the installation of facilities such as retention ponds, settling basins, storm sewer systems, rain gardens, and ditching. The agreement shall be filed with Waukesha County Register of Deeds so that it is binding upon all subsequent owners of the land served by the stormwater management practices. The long-term maintenance, upkeep, and repair of these facilities is the responsibility of the Owner/Developer, its successors or assigns.

In the event that the maintenance required in the agreement does not occur, or not to the level required by the village, this agreement will allow the village to do the work and charge the Owner/Developer. This also allows for the village to enter the property for any inspections as needed.

ATTACHMENTS: Draft Stormwater Maintenance Agreement, Email from Brian Pehl, PE at SEH, recommending approval.

FISCAL IMPACT: The costs for review of this agreement by contractors and filing fee will be charged back to the Owner/Developer. Any work needed to be done in the future by the village will be charged back as well.

MOTION : **To approve the Stormwater Maintenance Agreement for improvements at Roger's Behavioral Health Cedar Ridge Campus as recommended by the Village Engineer's email dated August 3, 2025.**

From: [Brian Pehl](#)
To: [Matt Bailey](#); [Amy Barrows](#)
Cc: [Majszak, Cory](#)
Subject: RE: Village of Summit - Cedar Ridge Campus - SWMA Mark-up
Date: Sunday, August 3, 2025 3:25:38 PM
Attachments: [2025-07-29 SWMA Cedar Ridge Campus.pdf](#)

Amy,

The comments that were provided were addressed and the attached SWMA for the RBH Cedar Ridge Campus SWM facilities should be ready to be executed.

Brian Pehl, PE (WI)
Senior Professional Engineer II
Short Elliott Hendrickson Inc.

414.507.8840 Cell – Working Remotely

Building a Better World for All of Us®

From: Matt Bailey <m Bailey@trioeng.com>
Sent: Tuesday, July 29, 2025 3:44 PM
To: Brian Pehl <bpehl@sehinc.com>; Amy Barrows <planner@villageofsummitwi.gov>
Cc: Majszak, Cory <cory.majszak@rogersbh.org>
Subject: RE: Village of Summit - Cedar Ridge Campus - SWMA Mark-up

Brian,

Per your mark-ups, please find attached the revised SWMA for Cedar Ridge. Let me know if you have any questions or comments.

Thank you,
Matthew Bailey, P.E.
Senior Project Manager
Trio Engineering

office: [262-790-1480](tel:262-790-1480)
fax: [262-790-1481](tel:262-790-1481)
m Bailey@trioeng.com

4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005

From: Brian Pehl <bpehl@sehinc.com>
Sent: Friday, July 25, 2025 4:55 PM
To: Amy Barrows <planner@villageofsummitwi.gov>; Matt Bailey <m Bailey@trioeng.com>
Subject: Village of Summit - Cedar Ridge Campus - SWMA Mark-up

Amy and Matt,

I had missed the SWMA that was previously submitted for the Cedar Ridge campus. I reviewed the document and found a handful of items that should be amended prior to recommending approval and obtaining the signatures for recording. Please see attached. Feel free to contact me if you have any questions.

Brian Pehl, PE (WI)
Senior Professional Engineer II
Short Elliott Hendrickson Inc.

414.507.8840 Cell – Working Remotely

Building a Better World for All of Us®

**Storm Water Management Practice
Maintenance Agreement for
Rogers Behavioral Health
Cedar Ridge Campus**

Rogers Behavioral Health, as “Owner” of the property described below, and/or its assigns, in accordance with the Village of Summit’s (the “Village”) Municipal Code for Storm Water Management and Erosion Control Ordinance, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Permit conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies (“Property”).

Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Exhibit D: Design Summary – contains a summary of key engineering calculations and other data used to design the stormwater BMP’s.

Exhibit E: Stormwater Details – shows detailed cross-section and plan view of the stormwater BMP’s.

Rogers Behavioral Health
34700 Valley Rd,
Oconomowoc, WI 53066

SUMT 0625998
Parcel Identification Number(s) – (PIN)

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the initial construction of the storm water facilities, certification of the storm water facilities, routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until Storm Water Permit termination by the Village in accordance with Village Ordinances.
2. After Storm Water Permit termination, the Owner shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by Village, or their designee, the Owner shall, at their own cost and within a reasonable time period, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village and complete any maintenance or repair work recommended in the report. The Owner shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 3 above, the Village, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Village may require work to be done which differs from the report described in paragraph 3 above, if the Village reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification to the Owner of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame.
5. If the Owner does not complete an inspection as outlined in Section 3 or required maintenance or repairs as outlined in Section 4 within specified reasonable period of time, the Village is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency

situation, as determined by the Village, no notice shall be required prior to the Village performing emergency maintenance or repairs. The Village may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or sub ch. VII of ch. 66 Wis. Stats.

- 6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. This Agreement shall not be modified without the expressed consent of all parties to the Agreement

Dated this ___ day of _____, 2025.

Owner: Rogers Behavioral Hospital

By:

Title:

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2025, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Waukesha County, WI
My commission expires:_____.

Village of Summit:

Village President Jack Riley

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, the above named Jack Riley to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

Village Clerk Debra Michael

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, the above named Debra Michael to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

This document was drafted by:

Jayne Sisel, P.E.
Sound Stormwater Design LLC
Muskego, WI 53150

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Village of Summit.

Project Identifier: **Cedar Ridge Campus**

Acres: **22 ac.**

LEGAL DESCRIPTION:

All that part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 13, 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 Northeast corner of said Section 13; Thence North 89°42'43" West and along the North line of the said Northeast 1/4 Section, 1683.00 feet to the place of beginning of lands hereinafter described;

Thence South 25°17'17" West and along the West line of Unplatted Lands, 614.46 feet to a point; Thence South 89°42'43" East and parallel to the said North line of the said Northeast 1/4 Section, 149.30 feet to a point on a meander line along the shores of "Upper Nemahbin Lake", said point being North 89°42'43" West, 59.43 feet more or less from the shoreline of said "Upper Nemahbin Lake"; Thence South 56°59'56" West and along said meander line, 296.25 feet to a point; Thence South 47°19'30" West and along said meander line, 332.89 feet to a point; Thence South 21°28'38" West and along said meander line, 504.76 feet to a point; Thence South 29°03'36" West and along said meander line, 335.31 feet to a point; Thence South 47°46'14" West and along said meander line, 383.78 feet to a point on a meander line along the shores of the Outlet of "Lower Nashotah Lake"; Thence North 27°50'01" East and along said meander line along the shores of said Outlet, 614.04 feet to a point on a meander line along the shores of said "Lower Nashotah Lake"; Thence North 64°18'20" West and along said meander line, 303.21 feet to a point; Thence North 19°18'17" East and along said meander line, 106.13 feet to a point; Thence North 36°18'43" East and along said meander line, 206.05 feet to a point; Thence North 50°18'51" East and along said meander line, 282.77 feet to a point; Thence North 21°33'16" East and along said meander line, 146.62 feet to a point; Thence North 02°24'52" West and along said meander line, 237.32 feet to a point; Thence North 06°46'40" East and along said meander line, 187.37 feet to a point; Thence North 28°47'17" West and along said meander line, 214.46 feet to a point; Thence North 29°42'49" West and along said meander line, 115.24 feet to a point marking the North 1/4 Corner of said Section 13, said point being North 84°57'38" East along the North line of the said Northwest 1/4 Section, 9.63 feet more or less from the shoreline of said "Lower Nashotah Lake"; Thence South 89°42'43" East and along the said North line of the said Northeast 1/4 Section, 944.47 feet to the point of beginning of this description. ALSO including all lands lying between said meander lines and the shoreline of said "Upper Nemahbin Lake" and "Lower Nashotah Lake".

Said Parcel contains 828,391 Square Feet (or 19.0172 Acres) of land, more or less to said meander lines and 948,289 Square Feet (or 21.7697 Acres) of land, more or less to the shoreline of said "Upper Nemahbin Lake" and "Lower Nashotah Lake".

Exhibit B - Location Map

Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the stormwater management plan and/or construction plans, as shown below. The practices include infiltration areas and rain gardens. All the noted storm water management practices are located within a stormwater management & access easement as shown below.

Development Name: Cedar Ridge Campus
Storm water Practices: One (1) rain garden and one (1) kettle

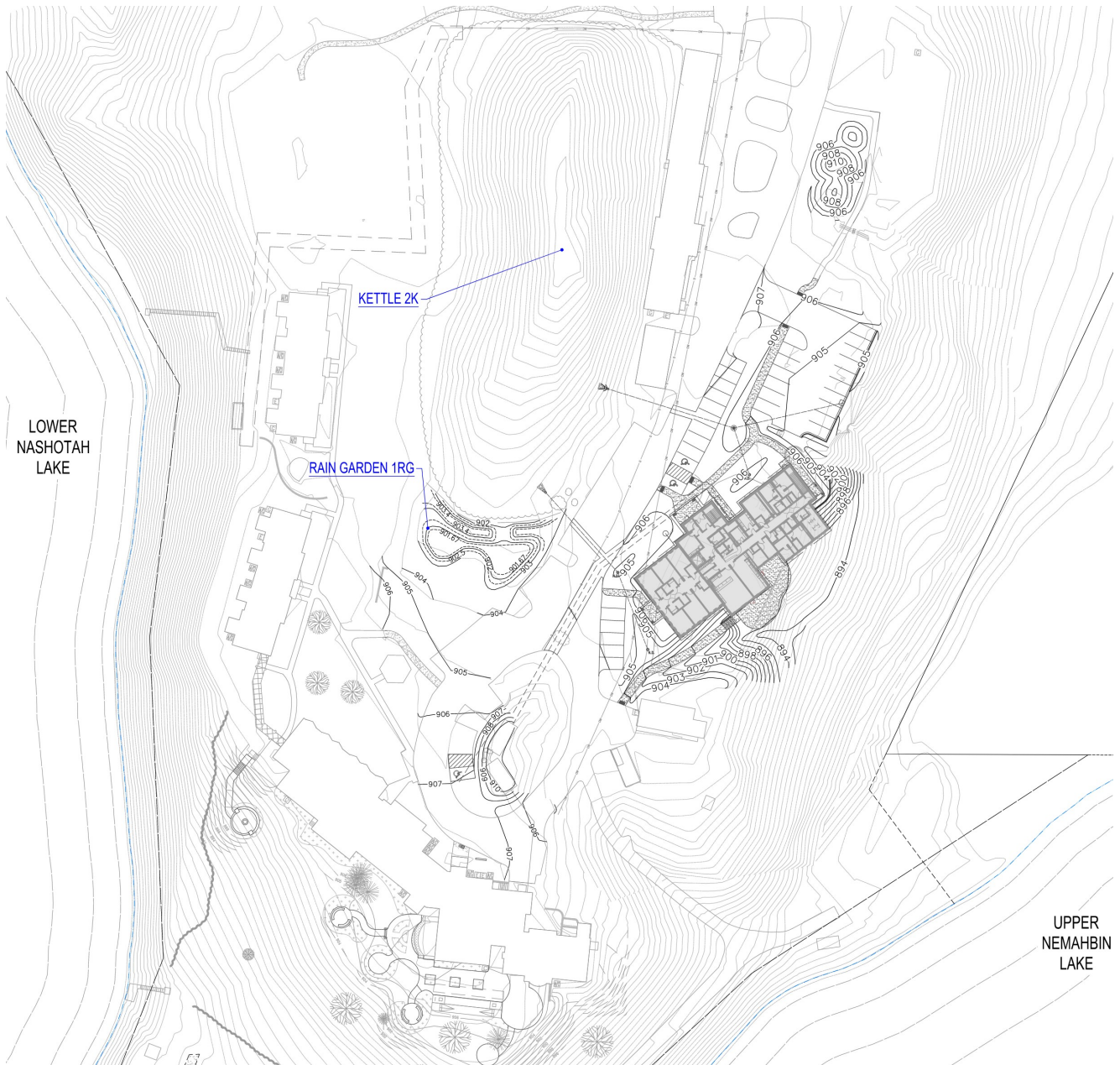


Exhibit C

Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive but rather indicates the minimum type of maintenance that can be expected for this particular site. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed in this Agreement.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the stormwater management practices, the following activities must be completed:

General Maintenance requirements and restrictions:

1. Grass swales shall be preserved to allow free flow of surface runoff in accordance with approved grading plans.
2. No buildings or other structures are allowed in grass swale areas.
3. No grading or filling is allowed that may interrupt flows in any way.
4. Grass swales, inlets and outlets should be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream ponds or basins. Erosion matting is recommended for repairing grassed areas.
5. NO trees are to be planted or allowed to grow in bottom of grass swales.
6. Periodic mowing of the grass swales for the first two years following construction will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
7. Invasive plant and animal species shall be managed in compliance with the Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
8. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered under the provisions listed in this Agreement.

Kettle Maintenance:

1. The basin and all components (grass swales, inlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
 - i. If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
2. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
3. Debris and Litter Removal:
 - i. Debris and litter shall be removed from basin area.

Rain Garden Maintenance:

1. The rain garden and all components (overflow spillway, etc.) should be inspected after each heavy rain, but at a minimum of once per year.

2. If the rain garden is not draining properly (within 48 hours), check for accumulation of sediment and remove immediately.
3. Heavy equipment and vehicles must be kept off of the bottom of the rain garden to prevent soil compaction. Soil compaction will reduce filtration rates and may cause ponding and possible growth of wetland plants.
4. Inspections of the rain garden shall be at a minimum of once per year. Inspection priorities shall include:
 - i. Inspect basin to evaluate condition and problems needing maintenance attention.
 - ii. Visual observation of the conditions of the emergency spillway.
 - iii. Visual observation of accumulation of sediment and debris
 - iv. Visual observation of the adequacy of upstream and downstream erosion protection measures.
 - v. Visual observation and confirmation of any modification of the contributory watershed.
 - vi. Visual observation of plant cover, and health. Any dead or diseased plants will need to be removed and replaced. Plants will need to be watered on an as needed basis and any noxious weeds shall be removed.
 - vii. Inspect inflow points and rain garden surface for buildup associated with spring melt period. Remove as necessary and replant areas that have been impacted by sand/salt build up.
5. Mowing:
 - i. The side slopes and embankments shall be mowed at least two times per year to prevent the growth of woody plants and control weed growth.
 - ii. Additional mowing to further control the growth of weeds may be completed at the discretion of owner.
6. Debris and Litter Removal:
 - ii. Debris and litter shall be removed from rain garden area.
 - iii. Debris and litter shall be removed from the primary and emergency outlet structures to prevent clogging.
7. Erosion Control.
 - i. If the rain garden or upstream and downstream conveyance systems indicate any erosion problems, correction measures such as stabilization, erosion mat replacement and re-vegetation may be required. The owner shall complete the appropriate corrective measure to repair the problem

Exhibit D

Design Summaries Stormwater Practices

Development Name: Cedar Ridge Campus
Storm water Practices: One (1) rain garden and one (1) kettle

The campus includes one (1) rain garden and one (1) kettle to improve water quality and provide peak flow reduction. Details of each stormwater facility are described below.

Rain Garden 1RG

Top elevation = 903.40

Bottom elevation = 900.42

Outlet Control:

10-foot emergency overflow weir at elevation = 902.4

High Water Level:

2yr = 902.50

10yr = 902.60

100yr = 902.74

Kettle 1K

Top elevation = 905.0

Bottom elevation = 885.0

Outlet Control:

20-foot broad-crested weir at elevation = 902.0

High Water Level:

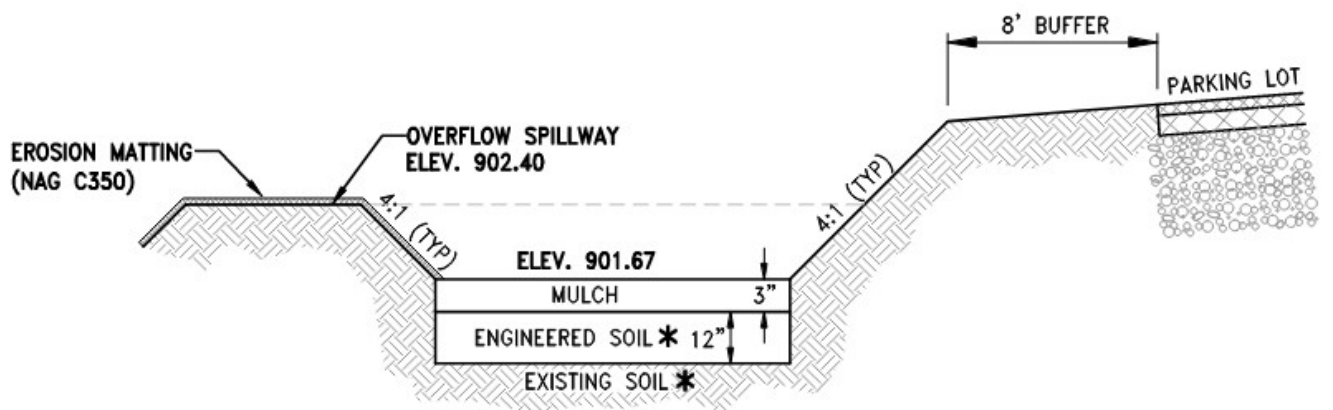
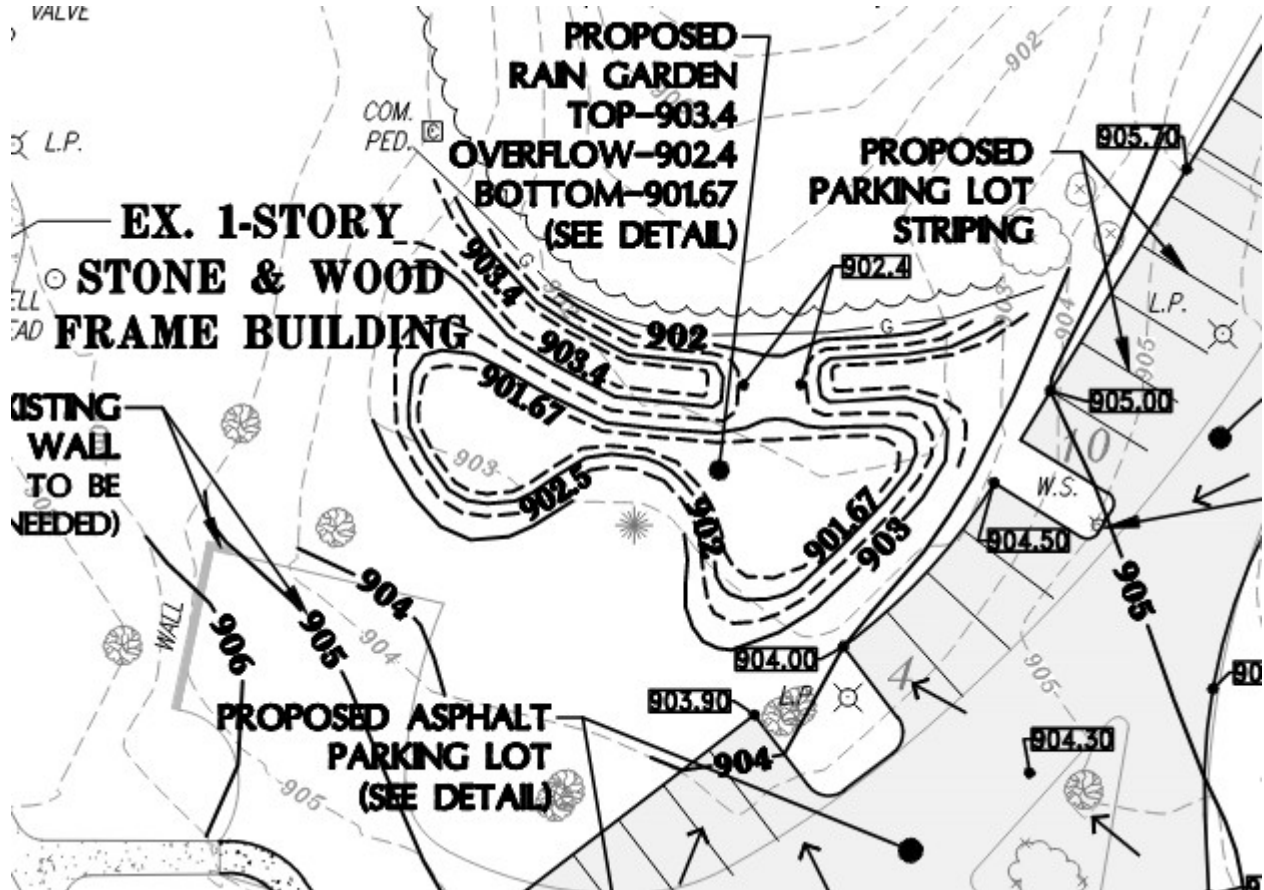
2yr = 887.26

10yr = 888.91

100yr = 891.66

Exhibit E Stormwater Details

Development Name: Cedar Ridge Campus
 Storm water Practices: One (1) rain garden



RAIN GARDEN TYPICAL SECTION

N.T.S.



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, Village Planner

Date: August 12, 2025

Re: Discussion and action on a Developer's Agreement and proposed Letter of Credit amount for Bark River Conservancy Subdivision located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).

BACKGROUND: The Village Board, at the recommendation of Plan Commission, recently approved a Preliminary Plat for a 19-lot single-family conservation type subdivision known as Bark River Conservancy Subdivision subject to several conditions. The developer is proposing to commence construction activities in advance of Final Plat approval and prior to September 1, 2025. The applicant has submitted a Developer's Agreement and a cost estimate for a Letter of Credit to guarantee the proper construction and installation of stormwater facilities and public improvements and to cover the cost of completing any required stormwater facilities and public improvements. The applicant is also finalizing a Stormwater Maintenance Agreement that will be submitted at the September meeting.

The Village Attorney and Staff are in the process of reviewing the Developer's Agreement. A summary of comments will be provided at the meeting. The Village Engineer is in the process of reviewing the cost estimate for the Letter of Credit.

ATTACHMENTS: Draft Developer's Agreement, staff comments not included
Letter of Credit Cost Estimate with supporting documentation, staff comments not included

FISCAL IMPACT: The costs for review of the Developer's Agreement and Letter of Credit Estimate by contractors and the associated filing fee will be charged back

to the Owner/Developer. Any work needed to be done in the future by the village will be charged back as well.

MOTION #1: **To conditionally approve the Developer’s Agreement for the Bark River Conservancy Subdivision subject to Village Staff review and approval, including the Building Inspector, Engineer, Planner, Attorney, Public Works Director, and Administrator.**

Village Board may require that the final Developer’s Agreement be submitted to Village Board for review and approval prior to commencing construction activities on the property.

MOTION #2: **To approve the cost estimate associated with the Letter of Credit for the development of the Bark River Conservancy Subdivision.**

CAUTION: Use of this model form is not appropriate for every circumstance. Consult your legal advisor.

Document Number

Developer's Agreement for ~~project-~~
~~name~~ Bark River Conservancy

See the attached Developer's Agreement.

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

Drafted by: John Stoker

DEVELOPER

Genesee Lake Road LLC

N118 W18531 Bunsen Drive

Germantown, WI 53022

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Caution: This is a *model form* - as changes are made, paragraph and exhibit numbers, and references to the same, must change.

~~MODEL~~ DEVELOPER'S AGREEMENT
FOR
(~~name of Development~~ BARK RIVER CONSERVANCY)

MUNICIPALITY OF VILLAGE OF SUMMIT, WAUKESHA COUNTY,
WISCONSIN

THIS AGREEMENT (hereinafter called "AGREEMENT") made this ____ day of _____, between Genesee Lake Road LLC (*Developer's Name*), a Limited Liability Company (*type of entity*), N118 W18531 Bunsen Drive, Germantown, WI 53022 (*Address*), hereinafter called "DEVELOPER", and the MUNICIPALITY of Village of Summit in the County of Waukesha and the State of Wisconsin, hereinafter called the "MUNICIPALITY".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the MUNICIPALITY, said land being described on EXHIBIT ____ attached hereto and incorporated herein, hereinafter called "SUBJECT PROPERTY"; and

~~(Note: This model agreement is drafted assuming that the DEVELOPER owns the subdivision land. If the DEVELOPER does not own the subdivision land at the time that this agreement is entered, numerous changes are needed throughout the agreement, and the owner of the SUBJECT PROPERTY must be a party to the agreement, hereinafter called "SUBJECT-PROPERTY OWNER".)~~

WHEREAS, the DEVELOPER intends to construct 19 single-family residential ~~homes-lots~~ on the SUBJECT PROPERTY (the "PROJECT") as further described in the plans on file in the office of the Village Clerk, hereinafter referred to as ("PROJECT PLANS"); and

WHEREAS, the DEVELOPER has all necessary property rights to perform the PROJECT on the SUBJECT PROPERTY; and

WHEREAS, the DEVELOPER desires to divide and develop the SUBJECT PROPERTY into a single-family development by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the municipal authority of a MUNICIPALITY within which the SUBJECT PROPERTY lies may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within a reasonable time; and

WHEREAS, the DEVELOPER may be required to grant additional easements over a part of the SUBJECT PROPERTY for ~~sanitary-sewer~~, storm sewer, and ~~water~~ storm water management; and

WHEREAS, the DEVELOPER and MUNICIPALITY desire to enter into this AGREEMENT (hereinafter called "AGREEMENT") in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the

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DEVELOPER shall dedicate the public improvements to the MUNICIPALITY, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this AGREEMENT and as required by the MUNICIPALITY Engineer, without cost to the MUNICIPALITY; and

WHEREAS, the DEVELOPER agrees to develop the SUBJECT PROPERTY as herein described in accordance with this AGREEMENT, conditions approved by the MUNICIPALITY plan commission, governing body, staff, and contracted staff (hereinafter called "MUNICIPAL AUTHORITY"), certain authorized agencies and individuals in the county government, all MUNICIPALITY ordinances and all laws and authorized regulations governing said development; and

WHEREAS, the Plan Commission of the MUNICIPALITY has given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" on file in the MUNICIPALITY Clerk's office, conditioned in part upon the DEVELOPER and the MUNICIPALITY entering into a Developer's Agreement, as well as other conditions as approved by the MUNICIPAL AUTHORITY; and

(Note: This model assumes the land is divided by plat. If the land is divided by certified survey map (CSM), different terms apply. Note that the financial guarantee limitations of Wisconsin Statutes Section 236.13(2) apply only to plats.)

WHEREAS, the DEVELOPER is now seeking from the MUNICIPAL AUTHORITY of the MUNICIPALITY approval for the development; and

WHEREAS, the DEVELOPER has chosen to construct the PROJECT prior to the MUNICIPAL approval of the final plat, and **has offered** to provide a financial guarantee (hereinafter called "FINANCIAL GUARANTEE") in the form of a letter of credit or cash deposit, or surety bond, which the MUNICIPALITY has accepted, and this consideration forms an integral part of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop the SUBJECT PROPERTY as follows and as otherwise regulated by MUNICIPALITY ordinances and all laws and regulations governing said PROJECT, and the parties hereto agree as follows:

SECTION I: REQUIREMENTS PRIOR TO COMMENCING CONSTRUCTION: The DEVELOPER shall entirely at its expense do the following prior to commencing construction of any improvement, whether public or private, or site development :

- A. Execute this AGREEMENT and cause this AGREEMENT to be recorded in the Office of the Register of Deeds, and provide the MUNICIPALITY with evidence of recording.
- B. Deliver the DEVELOPER's FINANCIAL GUARANTEE in the amount required in Section XI for the construction of improvements required by this AGREEMENT.
- C. Provide the MUNICIPALITY with title evidence showing that upon recording the final plat, the MUNICIPALITY will have good, indefeasible title to all interests in land to be dedicated or conveyed to the MUNICIPALITY by the final plat.
- D. Apply, pay for, and be granted all necessary permits for the construction of the PROJECT.

Commented [DF1]: Is an updated Title Policy sufficient to satisfy this condition or is something else required?

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DEVELOPER'S COVENANTS

SECTION II: IMPROVEMENTS:

A. PUBLIC STREETS: The DEVELOPER hereby agrees that:

- i. Prior to the start of construction of improvements, the DEVELOPER shall provide to the MUNICIPALITY written certification from the DEVELOPER's Engineer or Surveyor that all public street plans are in conformance with all federal, state, county, and MUNICIPALITY specifications, regulations and ordinances, and written proof from the MUNICIPALITY Engineer evidencing review and approval of said plans.
- ii. The DEVELOPER shall construct, grade, furnish, provide, and install without cost to the MUNICIPALITY, all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, as the case may be and the plans and specifications on file in the MUNICIPALITY Clerk's office.
- iii. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the MUNICIPAL AUTHORITY through the first lifts of asphalt before any building permits are issued for said lot with the exception of Lot 11 which shall be allowed a building permit upon the installation of the road stone base course from Genesee Lake Road to the proposed driveway to Lot 11.
- iv. The first lifts of the public streets will be completed and presented to the MUNICIPAL AUTHORITY no later than December 19, 2025, or as extended by the MUNICIPAL AUTHORITY. The "first lifts" include the "binder course" as defined in Wisconsin Statutes Section 236.13(2)(ad)1.
- v. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than twelve (12) months after completion of the first lifts of asphalt, unless extended by the MUNICIPAL AUTHORITY and the DEVELOPER and the POST-SUBSTANTIAL SECURITY (as defined in Section (VIII)(A)) is extended by the same period of time.

~~(Note: The financial guarantee can continue only for 14 months after the first lifts are complete, per Wisconsin Statutes Section 236.13 (2)(am)c. Therefore, the final lift must be completed within 12 months of the completion of the first lifts, leaving at least 2 months to consider whether it is necessary to draw on the financial guarantee before it expires.)~~

~~(Note: All references to phasing are removed, because Wisconsin Statute Section 236.13(2)(am)1.b. prohibits requiring a guarantee for any subsequent phase; therefore, a new agreement is needed for each phase.)~~

- vi. The DEVELOPER shall furnish record drawing plans showing changes from the construction plans, pursuant to specifications approved by the MUNICIPALITY Engineer. Said record drawings shall be provided in digital drawing file and pdf format and shall include any notable deviations in horizontal or vertical alignment. A subgrade verification exhibit shall be provided to the MUNICIPALITY Engineer prior to stone placement.

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- vii. Contractors working on the SUBJECT PROPERTY or on individual lots are required to clean up all mud, dirt, stone, or debris on the streets no later than the end of each working day. In addition and with the exception of illegal acts, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone, or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the MUNICIPAL AUTHORITY. The MUNICIPALITY shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone, or debris on the street, to clean up the same or to hold the who hired the contractor responsible. The DEVELOPER and/or lot owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the MUNICIPALITY. If said mud, dirt, stone, or debris are not cleaned up after notification, the MUNICIPALITY will do so at the DEVELOPER's and/or lot owner's expense, at the option of the MUNICIPALITY.

B. SANITARY SEWER: The DEVELOPER hereby agrees that:

- i. ~~Prior to the start of construction of improvements, the DEVELOPER shall provide to the MUNICIPALITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State, and MUNICIPALITY specifications, regulations, ordinances and guidelines and written proof that the MUNICIPALITY Engineer has approved said plans.~~
- ii. ~~To construct, furnish, furnish, provide, and install without cost to the MUNICIPALITY, a complete sewerage system for the SUBJECT PROPERTY, all in accordance with the plans, specifications, and drawings on file in the MUNICIPALITY Clerk office and all applicable Federal, State, and MUNICIPALITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the MUNICIPALITY and as approved by the MUNICIPALITY Engineer.~~
- iii. ~~To clean all sanitary sewers in the SUBJECT PROPERTY prior to acceptance of the improvements and issuance of building permits by the MUNICIPALITY.~~
- iv. ~~To furnish record drawings plans of the sanitary sewage system for the SUBJECT PROPERTY, including locations of manholes, lateral connections to the mains, laterals to lot lines, tracer wire access locations, and cleanouts, pursuant to plans and specifications approved by the MUNICIPALITY Engineer prior to the issuance of building permits.~~
- v. ~~To televise the sanitary sewer system for the SUBJECT PROPERTY, repair any defects as determined by the MUNICIPALITY Engineer, supply the video tape to the MUNICIPALITY and clean all sewer lines prior to the issuance of building and occupancy permits and acceptance of the improvements by the MUNICIPALITY.~~
- vi. ~~That no building permits shall be issued until the sanitary sewer system for the SUBJECT PROPERTY has been dedicated to and accepted by the MUNICIPALITY.~~

C. WATER: The DEVELOPER hereby agrees that:

- i. ~~Prior to the start of construction of improvements, the DEVELOPER shall provide to the MUNICIPALITY written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State, and~~

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~~MUNICIPALITY specifications, regulations, ordinances, and guidelines and written proof that the MUNICIPALITY Engineer has approved said PROJECT PLANS.~~

- ~~ii. The DEVELOPER, at the DEVELOPER's cost and expense, shall obtain approval of plans and specifications for the design, construction, and installation of water supply and distribution facilities from the MUNICIPALITY Engineer, which approval shall not be unreasonably withheld. The DEVELOPER, at the DEVELOPER's cost and expense, shall obtain approval of the plans and specifications for the design, construction, and installation of the water supply and distribution facilities from the Wisconsin Department of Natural Resources (WDNR). The DEVELOPER shall provide copies of all WDNR approvals to UTILITY within ten (10) business days of receipt.~~
- ~~iii. To design, construct, furnish, provide, and install without cost to the MUNICIPALITY and provide a complete water system for the SUBJECT PROPERTY, all in accordance with the plans, specifications, and drawings on file in the MUNICIPALITY Clerk's office and all applicable Federal, State and MUNICIPALITY ordinances, specifications, regulations and guidelines for the construction of water systems in the MUNICIPALITY and as approved by the MUNICIPALITY Engineer.~~
- ~~iv. The DEVELOPER shall furnish record drawings plans showing changes from the construction plans, pursuant to specifications approved by the MUNICIPALITY Engineer. Subject to intellectual property rights, said record drawings shall be provided in digital drawing and pdf format, and shall include field locations of hydrants, valves, buried fittings, service connection locations, services to the property line, curb stops, and tracer wire access locations.~~
- ~~v. That no building permits shall be issued until the water system for the SUBJECT PROPERTY has been dedicated to and accepted by the MUNICIPALITY.~~
- ~~vi. The DEVELOPER, at the DEVELOPER's cost and expense, shall be responsible for the maintenance and operation of the water supply and distribution facilities required by this AGREEMENT, including locate requests, unless and until water supply and distribution facilities are accepted by the MUNICIPALITY. Upon dedication and acceptance of the water supply and distribution facilities as described in Sections V and VI, the MUNICIPALITY shall have full jurisdiction and ownership of the water supply and distribution facilities located in the public rights of way or in any easement located within the SUBJECT PROPERTY and be responsible for maintenance and operation subject to the GUARANTEE of the DEVELOPER provided in this AGREEMENT.~~

~~D.B.~~ SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

- i. Prior to the start of construction of improvements, the DEVELOPER shall provide to the MUNICIPALITY written certification from the DEVELOPER's Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all Federal, State, County, and MUNICIPALITY regulations, guidelines, specifications, laws, and ordinances, and written proof that the MUNICIPALITY Engineer ~~and _____ County if applicable~~, have reviewed and approved said PROJECT PLANS.

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- ii. The DEVELOPER shall construct, furnish, provide, and install without cost to the MUNICIPALITY, adequate facilities for surface and storm water drainage throughout the PROJECT with adequate capacity to transmit the anticipated flow from the PROJECT and adjacent property, in accordance with all plans and specifications on file in the MUNICIPALITY Clerk's office, and all applicable Federal, State, County, and MUNICIPALITY regulations, guidelines, specifications, laws, and ordinances, and as reviewed and approved by the MUNICIPALITY Engineer ~~and _____ County if applicable~~, including where necessary as determined by the MUNICIPALITY Engineer, curb, gutter, storm sewers, catch basins, and infiltration/retention/detention basins.
- iii. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the MUNICIPAL AUTHORITY before any building or occupancy permits are issued with the exception of Lot 11 which shall be allowed a building permit upon the installation of the road stone base course from Genesee Lake Road to the proposed driveway to Lot 11.
- iv. To maintain roads free from mud and dirt from construction of the PROJECT.
- v. The MUNICIPAL AUTHORITY will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with PROJECT PLANS and specifications to the satisfaction of the MUNICIPALITY Engineer except that landscape installations may be deferred and completed prior to July 31st of the following calendar year if climatic conditions do not support the landscape installation in the current year. Extension of this landscape requirement will not preclude the issuance of building permits.
- vi. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the MUNICIPAL AUTHORITY.
- vii. The MUNICIPALITY retains the right to require the DEVELOPER to install additional surface and storm water drainage measures if it is determined by the MUNICIPALITY Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide **reasonable** stormwater drainage within the PROJECT and surrounding area.
- viii. ~~To~~ furnish record drawing plans of the entire drainage system, pursuant to specifications approved by the MUNICIPALITY Engineer prior to the issuance of building or occupancy permits, if required by the MUNICIPALITY Engineer with the exception of Lot 11 which shall be allowed a building permit upon the installation of the road stone base course from Genesee Lake Road to the proposed driveway to Lot 11. Record drawings shall include site grading, ponds, pond outlet structures, manholes, inlets, catch basins, yard drains, sump line connections, and any tracer wire access locations.

E-C. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

- i. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the MUNICIPALITY written certification from the DEVELOPER's Engineer or Surveyor that said PROJECT PLAN, once implemented, shall meet all Federal,

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State, County and local regulations, guidelines, specifications, laws, and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the MUNICIPALITY Engineer ~~and _____ County if applicable,~~ have approved said plans.

- ii. The DEVELOPER shall construct, grade, furnish, provide, and install without cost to the MUNICIPALITY, all grading, excavation, open cuts, side slopes, and other land surface disturbances to be so seeded and mulched, sodded, or otherwise protected that erosion, siltation, sedimentation, and washing are prevented in accordance with the plans and specifications reviewed and approved by the MUNICIPALITY Engineer, ~~_____ County if applicable, and Army Corps of Engineers, if applicable.~~
- iii. All disturbed areas shall be restored to the satisfaction of the MUNICIPALITY Engineer within seven (7) days of disturbance. Any cash or letter of credit, or surety bond posted with the MUNICIPALITY will not be released until the MUNICIPALITY Engineer is satisfied that no further erosion measures are required.
- iv. If any erosion control facilities (including but not limited to bails, silt fence, and berms) are washed out or otherwise rendered ineffective as determined by the MUNICIPALITY Engineer/Director of Public Works, the DEVELOPER shall replace said facilities within forty-eight (48) hours of being so notified in writing by the MUNICIPALITY Engineer/Director of Public Works. If the DEVELOPER fails to reinstall said facilities within forty-eight (48) hours of being so notified by the MUNICIPALITY Engineer/Director of Public Works, the MUNICIPALITY may (but is not required to) reinstall said facilities and charge 125 percent (125%) of all costs incurred by the MUNICIPALITY in so reinstalling said facilities to the DEVELOPER. The MUNICIPALITY may collect this amount from the FINANCIAL GUARANTEE.
- v. Topsoil or grading soils are not permitted to remain on the site longer than (1) one year from the signing of this AGREEMENT.
- vi. ~~To~~ furnish record drawing plans of the site grading in the development, pursuant to the plans and specifications approved by the MUNICIPALITY Engineer prior to the issuance of building or occupancy permits, if required by the MUNICIPALITY Engineer with the exception of Lot 11 which shall be allowed a building permit upon the installation of the road stone base course from Genesee Lake Road to the proposed driveway to Lot 11. Record drawings shall detail the site grading performed on the site.

F.D. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

- i. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainageways, building foundation sites, private driveways, soil absorption waste disposal areas, paths, and trails by use of sound conservation practices.

(Note: If the development includes required landscaping, the following terms may be required.)

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1. The DEVELOPER shall construct, install, furnish and provide, without cost to the MUNICIPALITY, completed landscaping and site work in specified areas of the PROJECT, in accordance with PROJECT PLANS and the MUNICIPALITY ordinances.
2. The DEVELOPER shall install all landscaping consistent with industry-accepted standards. Installation shall occur prior to the issuance of a certificate of occupancy for the related building on the SUBJECT PROPERTY unless such occupancy is granted after October 15, 2025 MONTH/DAY/YEAR, in which case the landscaping shall be completed by July 31, 2026 MONTH/DAY/YEAR, of the following summer (SPECIFY SEASON).
3. Landscaping required by this section is intended to be a permanent site improvement just as any other building, structure, or infrastructure that is necessary to facilitate the intended use of the SUBJECT PROPERTY. As such, all landscaping shall be continually maintained in a live state. Maintenance shall include periodic and timely watering, fertilizing, pruning, and any other such normally required horticulture activity necessary to keep all landscaping in a healthy, safe, and aesthetically pleasing state.
4. Recognizing that over time plants may mature and die or otherwise expire because of natural or unnatural causes, maintenance shall include the removal and replacement of dead or dying plants. Such replacement shall occur within the same year in which a plant dies or in the spring planting season of the following year. Replacement landscaping shall meet or exceed the minimum standards of this AGREEMENT for initial landscaping.
5. The DEVELOPER, as required by the MUNICIPALITY, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs, and other natural growth and all rubbish.
6. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the MUNICIPALITY Engineer prior to the issuance of any building permits with the exception of Lot 11 which shall be allowed a building permit upon the installation of the road stone base course from Genesee Lake Road to the proposed driveway to Lot 11.
7. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the MUNICIPAL AUTHORITY prior to the issuance of building permits with the exception of Lot 11 which shall be allowed a building permit upon the installation of the road stone base course from Genesee Lake Road to the proposed driveway to Lot 11.
8. The MUNICIPALITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the MUNICIPALITY rights-of-way and drainageways.
9. The DEVELOPER shall, on or before MONTH/DAY/YEAR, place the initial sum of _____ dollars \$ () in an escrow account to

Commented [DF2]: This section needs a sunset date. Developer cannot be liable in perpetuity. Suggest 1 year after installaton.

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be maintained by the MUNICIPALITY for the purpose of providing a source of funding for the replacement of landscaping in the event the DEVELOPER, its successors, agents, or assigns fail to maintain landscaping in accordance with the plans. Following initial installation of landscaping in accordance with the plans, the escrow account shall be reduced to, and thereafter maintained at the sum of _____ dollars \$ (____) through MONTH/DAY/YEAR after which the then-remaining balance shall be released to the then-current owner of the SUBJECT PROPERTY. Said escrow account shall be maintained through MONTH/DAY/YEAR after which the then-remaining balance shall be released to the then-current owner of the SUBJECT PROPERTY. All interest accrued on such account shall be added to the principal balance from time-to-time. The DEVELOPER shall be responsible for payment of any escrow fees associated with the establishment and maintenance of such escrow account. The DEVELOPER may use funds in said escrow account from time-to-time for purposes of maintaining and replacing landscaping in accordance with the plans provided, however, that the DEVELOPER shall maintain a minimum escrow balance of _____ dollars \$ (____) until MONTH/DAY/YEAR.

G.E. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

- i. Street signs, traffic control signs, culverts, posts, and guard rails as required by the MUNICIPALITY shall be obtained and placed by the MUNICIPALITY, or by the DEVELOPER with approval of the MUNICIPALITY, and the cost thereof shall be paid by the DEVELOPER.
- ii. All traffic control signs and street signs, as required by the MUNICIPALITY will be installed within five (5) working days of the placement of the first lifts of asphalt.

~~H. STREET LIGHTS: The DEVELOPER hereby agrees that:~~

- ~~i. The DEVELOPER shall install a street lighting system in the PROJECT according to a plan prepared by the Wisconsin Electric Power Company and on file with the MUNICIPALITY Clerk and approved by the MUNICIPALITY prior to issuance of building permits unless waived by the MUNICIPAL AUTHORITY. The DEVELOPER shall construct, install, furnish, and provide without cost to the MUNICIPALITY, all street lights.~~

~~(Note: Other specific required improvements should be listed as separate lettered categories, as may be necessary with regard to specific developments. Not all of the foregoing improvements apply to every project.)~~

H.F. ADDITIONAL IMPROVEMENTS: The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the MUNICIPALITY Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are **necessary in the interest of public safety**, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the MUNICIPALITY is authorized to order the DEVELOPER, at the DEVELOPER's expense, to implement the same. If the DEVELOPER fails to construct the additional improvement within a reasonable time

Commented [DF3]: This entire paragraph warrants further discussion. We understand the request for landscape maintenance assurance. A LOC or Bond would be appropriate for a maintenance warranty period; however, providing cash escrow for landscaping all which would be in Outlots that will be fractionally owned by 19 lot owners and maintained by the HOA creates concerns. In essence, the Developer would collect a 1/19th fractional fee for landscaping maintenance from each lot sale because each lot owner would receive a 1/19th fractional interest of the remaining escrow funds. What length of time would the Village consider appropriate (1 year after installation?).

Commented [DF4]: It is the Developer's understanding during the Preliminary Plat approval that street lights are not required or desired.

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under the circumstances, the MUNICIPALITY may cause such work to be carried out and shall charge against the FINANCIAL GUARANTEE held by the MUNICIPALITY pursuant to this AGREEMENT.

SECTION III: TIME OF COMPLETION OF IMPROVEMENTS: The improvements set forth in Section II above shall be completed by the DEVELOPER in total within twelve (12) months of the date of this AGREEMENT being signed except as otherwise provided for in this AGREEMENT. In every case, regardless of circumstances, all work contemplated by this AGREEMENT must be completed no later than July 31, 2027 MONTH/DAY/YEAR, unless this ultimate deadline is extended in writing by the MUNICIPAL AUTHORITY.

SECTION IV: FINAL ACCEPTANCE: Throughout this AGREEMENT, various stages of the PROJECT will require approval by the MUNICIPALITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed PROJECT as a whole, and shall be granted specifically by separate resolution of the MUNICIPAL AUTHORITY. Granting Final Acceptance for each phase does not relieve the DEVELOPER of any obligations of this AGREEMENT for uncompleted improvements, and does not constitute a waiver, in particular, of the DEVELOPER's obligation to complete any other improvements or obligations that may be outstanding at the time that Final Acceptance is granted. The two-year (2) GUARANTEE PERIOD provided for in this AGREEMENT shall not commence to run until Final Acceptance (such two-year (2) period referred to herein as the "GUARANTEE PERIOD"). The issuance of building permits and approval of various items of development shall not commence the two-year (2) GUARANTEE PERIOD.

SECTION V: DEDICATION OF IMPROVEMENTS: Subject to all of the other provisions of this AGREEMENT, the DEVELOPER shall, without charge to the MUNICIPALITY, upon completion of the above described improvements, unconditionally give, grant, convey, and fully dedicate the public improvements to the MUNICIPALITY, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances, and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the MUNICIPALITY shall have the right to connect or integrate other improvements as the MUNICIPALITY decides, with no payment or award to, or consent required of, the DEVELOPER. The MUNICIPALITY shall have no obligation, however, to accept any dedication not constructed to the MUNICIPALITY's specifications.

Dedication shall not constitute acceptance of any improvement by the MUNICIPAL AUTHORITY. All improvements will be accepted by the MUNICIPAL AUTHORITY by separate resolution at such time as such improvements are in acceptable form and according to the MUNICIPALITY's specifications. Said resolution shall be recorded, if needed, with the County Register of Deeds. The DEVELOPER will furnish proof to the MUNICIPALITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims, and encumbrances, including mortgages.

SECTION VI: ACCEPTANCE OF WORK AND DEDICATION: When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the MUNICIPALITY as set forth herein, the same shall be accepted by the MUNICIPAL AUTHORITY if said improvements have been completed as required by this AGREEMENT and as required by all Federal, State, County, or MUNICIPALITY guidelines, specifications, regulations, laws, and ordinances and approved by the MUNICIPALITY Engineer.

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SECTION VII: APPROVAL BY MUNICIPALITY NOT TO BE DEEMED A WAIVER: The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping, and all other improvements are upon the DEVELOPER. The fact that the MUNICIPALITY or its engineer, or its attorney, or its MUNICIPAL AUTHORITY may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance, and function of the development and related infrastructure.

SECTION VIII: GUARANTEES OF IMPROVEMENTS:

- A. **GUARANTEES:** The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section II hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of two (2) years from the date of Final Acceptance. The DEVELOPER shall pay for any damages to MUNICIPALITY property and/or improvements resulting from such faulty materials or workmanship or other defective conditions arising during the GUARANTEE PERIOD. This guarantee shall not be a bar to any action that the MUNICIPALITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations.

Once the improvements are substantially complete, as defined in Wisconsin Statutes Section 236.13(2)(am)2., the DEVELOPER shall provide financial security in a form permitted by Wisconsin Statutes Section 236.13(2)(am)1m, and as acceptable to the MUNICIPAL AUTHORITY, in an amount equal to the total cost to complete any uncompleted public improvements plus ten percent (10%) of the total cost of the completed public improvements. Such security shall remain in effect, as financial security for the GUARANTEE for fourteen (14) months after the date of substantial completion, unless extended (such fourteen-month (14) period, as extended if applicable, referred to herein as the "POST-SUBSTANTIAL SECURITY PERIOD"; and the security provided by this Section is referred to herein as the "POST-SUBSTANTIAL SECURITY"). If the DEVELOPER fails to pay for any damages or defects to MUNICIPALITY property and/or improvements, and the MUNICIPALITY is required to draw against the POST-SUBSTANTIAL SECURITY, the DEVELOPER is required to replenish said monies up to the aggregate amount of the total cost to complete any uncompleted public improvements plus ten percent (10%) of the total cost of the completed public improvements.

Expiration of the POST-SUBSTANTIAL SECURITY PERIOD shall not reduce or impact upon the GUARANTEE PERIOD hereby provided. Following the expiration of the POST-SUBSTANTIAL SECURITY, the DEVELOPER and the DEVELOPER's successors and assigns shall be solely responsible to correct all defective conditions, whether they were known or unknown during the POST-SUBSTANTIAL SECURITY PERIOD. The term of the POST-SUBSTANTIAL SECURITY PERIOD may be extended by the DEVELOPER. In the event the POST-SUBSTANTIAL SECURITY, by its terms, remains in effect beyond what would otherwise be the end of the POST-SUBSTANTIAL SECURITY PERIOD, the POST-SUBSTANTIAL SECURITY PERIOD is automatically extended to include all such time the POST-SUBSTANTIAL SECURITY remains in effect.

The DEVELOPER shall give written notice to the MUNICIPALITY no fewer than eleven (11) and no more than twelve (12) months after the date of substantial completion, indicating the date that the POST-SUBSTANTIAL SECURITY PERIOD shall expire. Upon receipt of such notice, in addition to such other remedies as the

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MUNICIPALITY may have with or without such notice, the MUNICIPALITY may draw any remaining funds from the POST-SUBSTANTIAL SECURITY as the MUNICIPALITY deems necessary to complete or to correct any work that is not satisfactorily completed at that time. Failure of the DEVELOPER to provide the notice required by this paragraph shall constitute the Developer's Agreement to extend the term of the POST-SUBSTANTIAL SECURITY PERIOD indefinitely, to a date that is two (2) months beyond the date that the DEVELOPER eventually provides such written notice.

- B. OBLIGATION TO REPAIR: The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER's GUARANTEE and shall leave the improvements in good and sound condition, satisfactory to the MUNICIPAL AUTHORITY at the expiration of the GUARANTEE PERIOD.
- C. NOTICE OF REPAIR: If during said GUARANTEE PERIOD, the improvements shall, in the reasonable opinion of the MUNICIPAL AUTHORITY, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the MUNICIPALITY of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the MUNICIPALITY in the aforementioned notification, after notice has been sent as provided herein, the MUNICIPAL AUTHORITY may cause such work to be done, but has no obligation to do so, either by contract or otherwise. The MUNICIPAL AUTHORITY may draw upon the POST-SUBSTANTIAL SECURITY to pay any costs or expenses incurred in connection with such repairs or replacements, if it is available. Should the costs or expenses incurred by the MUNICIPAL AUTHORITY in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the POST-SUBSTANTIAL SECURITY, or should the Post-substantial Security not be available for any reason, then the DEVELOPER shall immediately pay to the MUNICIPALITY all cost or expense incurred in the correction process. Any such charge not paid by the DEVELOPER within thirty (30) days of being invoiced may be imposed against the PROJECT land as a special charge pursuant to Section 66.0627, Wisconsin Statutes, or assessed. Any such charges or assessments may be imposed on the SUBJECT PROPERTY, or any portion thereof then owned by the DEVELOPER, or then owned by any successor or assign of the DEVELOPER including lot owners.
- D. MAINTENANCE PRIOR TO ACCEPTANCE:
- i. All improvements shall be maintained by the DEVELOPER so they conform to the PROJECT PLANS and specifications at the time of their Final Acceptance by the MUNICIPAL AUTHORITY. This maintenance shall include routine maintenance, such as crack filling, roadway patching, and the like. In cases where emergency maintenance is required, the MUNICIPAL AUTHORITY retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER's obligation to maintain all improvements shall expire at the expiration of the GUARANTEE PERIOD.
 - ii. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until

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Final Acceptance by the MUNICIPAL AUTHORITY. Should the DEVELOPER fail to meet this requirement, the MUNICIPAL AUTHORITY will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.

- iii. In the event drainage problems arise within the SUBJECT PROPERTY or related activities on the SUBJECT PROPERTY, the DEVELOPER shall correct such problems to the satisfaction of the MUNICIPAL AUTHORITY. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate, and construction debris from culverts, drainage ditches, and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds, and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the MUNICIPAL AUTHORITY is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

(Note: This paragraph may need to be modified depending upon the required public improvements in for specific developments.)

SECTION IX: MUNICIPALITY RESPONSIBILITY FOR IMPROVEMENTS: The MUNICIPALITY shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the MUNICIPAL AUTHORITY, on any improvements until Final Acceptance is granted by the MUNICIPAL AUTHORITY.

SECTION X: RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT: DEVELOPER proceeds with the installation of public improvements or other work on the SUBJECT PROPERTY at its own risk as to whether or not the final plat will receive all necessary approvals. Additionally, the DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the MUNICIPALITY Engineer.

SECTION XI: FINANCIAL GUARANTEE: Prior to the execution of this AGREEMENT by the MUNICIPAL AUTHORITY, the DEVELOPER shall file with the MUNICIPALITY cash deposit, a letter of credit, or a surety bond setting forth terms and conditions in a form approved by the MUNICIPALITY Attorney in the amount as approved by the MUNICIPALITY Engineer as a guarantee that the DEVELOPER will perform all terms of this AGREEMENT no later than one (1) year from the signing of this AGREEMENT except as otherwise set forth in this AGREEMENT (hereinafter called "SUBSTANTIAL SECURITY"). If at any time:

- A. The DEVELOPER is in default of any aspect of this AGREEMENT, or;
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this AGREEMENT unless otherwise extended by this AGREEMENT or by action of the MUNICIPAL AUTHORITY, or;
- C. The letter of credit or surety bond on file with the MUNICIPALITY is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or;
- D. The DEVELOPER fails to maintain a cash deposit, letter of credit, or surety bond in an amount approved by MUNICIPALITY Engineer, and in a form approved by the MUNICIPALITY Attorney, to pay the costs of improvements in the development, the DEVELOPER shall be deemed in violation of this AGREEMENT and the MUNICIPAL

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AUTHORITY shall have the authority to draw upon the cash deposit or letter of credit or surety bond.

The amount of the cash deposit or letter of credit may be reduced from time to time as and to the extent that the portion of work required under this AGREEMENT is completed and paid for, provided that the remaining cash deposit or letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the MUNICIPAL AUTHORITY.

The SUBSTANTIAL SECURITY may be replaced with the POST-SUBSTANTIAL SECURITY described in Section (VIII)(A) upon substantial completion of the improvements as and to the extent required by Wisconsin Statutes Section 236.13(2)(am)2., upon the written request of the DEVELOPER and written approval of the MUNICIPAL AUTHORITY. The SUBSTANTIAL SECURITY is not reduced or terminated by the fact of substantial completion alone, but may be reduced or terminated upon request and approval as described above.

The lending institution or surety providing the irrevocable letter of credit or surety bond shall pay to the MUNICIPAL AUTHORITY all sums available for payment under the irrevocable letter of credit or surety bond upon demand, subject to the terms and conditions of the irrevocable letter of credit or surety bond, and upon its failure to do so, in whole or in part, the MUNICIPALITY shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the PROJECT payable with the next succeeding tax roll.

SECTION XII: BUILDING AND OCCUPANCY PERMITS: It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, including model homes, until the MUNICIPALITY Engineer has determined that the following requirements which are deemed to be related to public safety, are met:

- A. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the MUNICIPAL AUTHORITY.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the MUNICIPAL AUTHORITY.
- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the MUNICIPALITY Engineer except that landscape installations may be deferred and completed prior to July 31st of the following calendar year if climatic conditions do not support the landscape installation. Extension of this landscape requirement will not preclude the issuance of building permits.
- D. All required grading plans have been submitted to, reviewed by, and approved by the MUNICIPALITY Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this AGREEMENT.

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- F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the MUNICIPALITY, filed with the MUNICIPALITY and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs, and other natural growth and all rubbish are removed from the PROJECT and disposed of lawfully.
- H. All required record drawing plans for the SUBJECT PROPERTY have been submitted and approved by the MUNICIPALITY Engineer.
- I. All public and private utilities have been installed in the SUBJECT PROPERTY, including street lighting fixtures (unless waived by the MUNICIPAL AUTHORITY), the sanitary sewer system, and the water system.
- J. The DEVELOPER is not in default of any aspect of this AGREEMENT.
- K. There is no default of any aspect of this AGREEMENT as determined by the MUNICIPAL AUTHORITY.
- L. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the MUNICIPAL AUTHORITY prior to the issuance of building and occupancy permits.
- M. Except that Lot 11 shall be allowed a building permit upon the installation of the road stone base course from Genesee Lake Road to the proposed driveway to Lot 11.

SECTION XIII: RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS: This AGREEMENT is necessary to ensure public safety. No permit to commence construction of a foundation or any other noncombustible structure shall be granted before substantial completion of all public improvements, unless the MUNICIPAL AUTHORITY determines that all public improvements related to public safety are complete except that Lot 11 shall be allowed a building permit upon the installation of the road stone base course from Genesee Lake Road to the proposed driveway to Lot 11. Any violation by the DEVELOPER of the terms of this AGREEMENT concerning completion of public improvements, or timing of completion, or lack of completion regardless of violation, exposes the MUNICIPALITY to safety risks associated with construction sites, and therefore is related to public safety. The MUNICIPALITY reserves the right to withhold issuance of any and all building permits if the DEVELOPER is in violation of this AGREEMENT, to the full extent permitted by law. In the event the MUNICIPALITY issues a permit pursuant to a foundation or other noncombustible structure, per Wisconsin Statute Section 236.13(2)(am)3.c., the DEVELOPER assumes the risk that no further construction, nor future building permit to complete such structure, will be permitted.

SECTION XIV: VACANT LOT MAINTENANCE EASEMENT: The DEVELOPER hereby grants a vacant lot maintenance easement to the MUNICIPALITY. The easement grants the MUNICIPALITY the right (but not the obligation) to enter upon any vacant lot in the SUBJECT PROPERTY in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the MUNICIPALITY of the Village of Summit Municipal Code. A vacant lot shall include any lot that does not have an occupied principal structure that is used for single family purposes at the time of inspection, repair, or restoration. All costs incurred by the MUNICIPALITY in exercising its right to inspect, repair or restore the lot shall be borne by the owner of the lot necessitating such inspection, repair or restoration and if not paid for by

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such lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the lot and collected as a special charge by the MUNICIPALITY.

SECTION XV: RESTRICTION AGAINST UNFINISHED OR UNOCCUPIED HOMES: The parties intend that all homes in the SUBJECT PROPERTY shall be owned, occupied, and used for residential (SPECIFY LAND USE TYPE) purposes. The parties also intend that homes on the lots will not be left unfinished or unoccupied for an extended period of time. Therefore, no more than 19 (NUMBER OF LOTS) lots owned by the DEVELOPER and/or by any person or entity for the benefit of the DEVELOPER, shall be subject to a current building and occupancy permits at any one time, unless a larger number of lots is specifically approved by action of the MUNICIPAL AUTHORITY. Following the sale and residential occupancy of one (1) such lot, the DEVELOPER is entitled to receive one (1) additional building permit for an additional lot, and so forth, provided that at no time shall the number of unfinished or unoccupied homes on lots owned, or beneficially owned, by the DEVELOPER exceed said number.

SECTION XVI: MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

- A. **EASEMENTS:** Provide any easements including vision easements on the SUBJECT PROPERTY deemed necessary by the MUNICIPALITY Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.
- B. **TREE PLANTING:** Plant one tree, having a diameter of two and one-half (2-1/2) inches at breast height at the time of planting, in the front yard of each lot in the development.
- C. **MANNER OF PERFORMANCE:** Cause all construction called for by this AGREEMENT to be carried out and performed in a good and workerlike manner.
- D. **SURVEY MONUMENTS:** Properly place and install any lot, block, or other monuments required by State Statute, MUNICIPALITY ordinance, or the MUNICIPALITY Engineer.
- E. **DEED RESTRICTIONS:** Execute and record deed restrictions in a form that is subject to the approval of the MUNICIPAL AUTHORITY and MUNICIPALITY Attorney, and provide proof of recording prior to sale of lots for the SUBJECT PROPERTY. The deed restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the specifications on file with the MUNICIPALITY including such amendments as may be made thereto from time to time by the MUNICIPALITY Engineer. The deed restrictions shall also contain the following language:

(Alternate No. 1: Use this language if there will be a master lot grading plan:)

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the MUNICIPALITY Engineer on file in the office of the MUNICIPALITY Clerk. The DEVELOPER and/or the MUNICIPALITY and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the lot owner is responsible for cost of the same."

Commented [DF5]: Can this requirement be satisfied by the lot owner and the Declaration of Restriction? The proposed Declaration requires review of a Landscape Plan by the HOA as part of architectural approval for a new home. Requiring the tree at a later date provides the best assurance for a tree to survive during and after construction and that the tree will be appropriately placed on a lot.

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~~(Alternate No. 2: Use this language if there will not be a master lot grading plan:)~~

~~"No owner of any lot shall or will at any time alter the grade of any lot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the DEVELOPER unless and until the lot owner shall first obtain the written approval of the MUNICIPALITY Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the lot owner, at the lot owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner as regards drainage or their viewing of unreasonable slope treatment. The MUNICIPALITY Engineer's approval, if granted, shall not relieve the lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the MUNICIPALITY and its agents, employees, and independent contractors regarding the same. The DEVELOPER and/or the MUNICIPALITY and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the lot owner is responsible for cost of the same."~~

- F. GRADES: Prior to the issuance of a building permit for a specific lot, the DEVELOPER and/or lot owner and/or their agent shall furnish to the Building Inspector of the MUNICIPALITY a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

~~G. RESERVE CAPACITY ASSESSMENTS – SANITARY SEWER: As provided in the MUNICIPALITY Land Division Ordinance, the DEVELOPER agrees to pay a reserve capacity assessment to be used for the costs of reserve capacity created by the MUNICIPALITY in the MUNICIPALITY's sanitary sewerage collection and treatment facilities for the benefit of the DEVELOPER. The MUNICIPALITY shall levy such assessments in conformity with this AGREEMENT, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above described property shall be in an amount established by the MUNICIPALITY's Land Division Ordinance and including annual increases.~~

~~The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the MUNICIPALITY may proceed immediately to levy the special assessments as outlined herein.~~

~~The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of special assessment levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such~~

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~~property. In addition, the DEVELOPER waives its right under Wisconsin Statutes Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The MUNICIPALITY shall levy such assessments in conformity with this AGREEMENT, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.~~

~~(Note: The foregoing applies only if the development includes sewer facilities, and only if the MUNICIPALITY imposes such fees by RCA. Some municipalities with sewer facilities impose Impact Fees, rather than RCA, in which case changes are necessary.)~~

~~H. RESERVE CAPACITY ASSESSMENTS – WATER: The DEVELOPER agrees to pay a reserve capacity assessment as required in Section 22.23(2)(b) and other relevant sections of the MUNICIPALITY code, to be used for the costs of reserve capacity created by the MUNICIPALITY in the MUNICIPALITY's water system for the benefit of the DEVELOPER. The MUNICIPALITY shall levy such assessments in conformity with this AGREEMENT, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above described property shall be an amount established in the MUNICIPALITY's Land Division Ordinance and is subject to annual increases.~~

~~The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the MUNICIPALITY may proceed immediately to levy the special assessments as outlined herein. The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of the special assessments levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property.~~

~~In addition, the DEVELOPER waives its rights under Wisconsin Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The MUNICIPALITY shall levy such assessments in conformity with this AGREEMENT, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.~~

~~(Note: The foregoing applies only if the development includes water facilities, and only if the MUNICIPALITY imposes such fees by RCA. Some municipalities with water facilities impose Impact Fees, rather than RCA, in which case changes are necessary.)~~

~~I.G. UNDERGROUND UTILITIES: Install all electrical, telephone, cable, and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.~~

~~(Note: This paragraph will change if underground utilities are not required in specific situations.)~~

~~J.H. PERMITS: Provide and submit to the MUNICIPALITY requesting the same, valid copies of any and all governmental agency permits.~~

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K-I. REMOVAL OF TOPSOIL: The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT PROPERTY without approval from the MUNICIPALITY Engineer.

L-J. PARK AND PUBLIC SITE DEDICATION IMPACT FEES: To pay as provided in the MUNICIPALITY's ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. The fee for the entire development shall be paid prior to final approval of the final plat.

Commented [DF6]: Please verify that this cost is paid by the Developer. It is my understanding that all impact fees are collected at the time of the building permit.

M-K. PREVAILING WAGE RATES AND HOURS OF LABOR: If any aspect of the development involves a project of public works that is subject to any prevailing wages or minimum wage requirements of any applicable State or Federal law or as a condition of any grant, then: (1) The DEVELOPER shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The DEVELOPER shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The DEVELOPER shall fully comply with the reporting obligations, and all other requirements of such laws; (4) The DEVELOPER shall ensure that the DEVELOPER's subcontractors also fully comply with such laws. The DEVELOPER's General Indemnity obligation of this AGREEMENT shall apply to any claim that alleges that work contemplated by this AGREEMENT is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903, for any work arising out of this AGREEMENT.

N-L. NOISE: Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT PROPERTY is located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

O-M. DEBRIS: The Developer shall have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT PROPERTY until such time as all improvements have been installed and accepted by the MUNICIPAL AUTHORITY. The MUNICIPALITY shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the SUBJECT PROPERTY OWNER who hired the contractor responsible. The DEVELOPER and/or SUBJECT PROPERTY OWNER shall clean up the debris within forty-eight (48) hours after receiving a notice from the MUNICIPALITY Engineer. If said debris is not cleaned up after notification, the MUNICIPALITY will do so at the DEVELOPER's and/or SUBJECT PROPERTY OWNER's expense.

P-N. PUBLIC CONSTRUCTION PROJECTS: If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

Q-O. ZONING CODE: The DEVELOPER acknowledges that the lands to be developed are subject to the MUNICIPALITY of Village of Summit Zoning Code.

R-P. NO AGRICULTURAL USE: The DEVELOPER shall not permit any open space or undeveloped lands within the SUBJECT PROPERTY to be used for any

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agricultural uses as defined in Tax 18 of the Wisconsin Administrative Code. In the event the DEVELOPER uses the land in a manner that causes the SUBJECT PROPERTY or any portion thereof to be assessed in a manner that reduces the property tax liability below what would apply to residential property in the MUNICIPALITY, the DEVELOPER shall make an additional payment in lieu of taxes (PILOT) so that the total tax payment plus PILOT equals the amount that would be paid if the SUBJECT PROPERTY were classified for assessment as residential.

~~(Note: Additional miscellaneous requirements may apply in specific situations, which may then be added to this section. Such additional items may include sight-distances, sump pump connections, wetland regulations, impact fees, etc.)~~

SECTION XVII: PAYMENT OF COSTS, INSPECTION, & ADMINISTRATIVE FEES: The DEVELOPER shall pay and reimburse the MUNICIPALITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the MUNICIPALITY in connection with this development or relative to the construction, installation, dedication, and acceptance of the development improvements covered by this AGREEMENT, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection, and legal, administrative and fiscal work. MUNICIPALITY employee costs shall be based on regular MUNICIPALITY pay rates (or engineering and administrative overtime, if applicable) plus forty percent (40%) on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate the consultant charges the MUNICIPALITY. Any such charge not paid by the DEVELOPER within thirty (30) days of being invoiced may be charged against the FINANCIAL GUARANTEE held by the MUNICIPALITY pursuant to this AGREEMENT, or assessed against the development land as a special charge pursuant to Section 66.0627, Wisconsin Statutes. Any such charges or assessments may be imposed on the SUBJECT PROPERTY, or any portion thereof then owned by the DEVELOPER, or then owned by any successor, or assign of the DEVELOPER including PROPERTY OWNERS.

SECTION XVIII: GENERAL INDEMNITY: In addition to, and not to the exclusion or prejudice of, any provisions of this AGREEMENT or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses relating to the defense of any claim asserted or imposed upon the MUNICIPALITY, its officers, agents, employees, and independent contractors growing out of this AGREEMENT by any party or parties. The DEVELOPER shall also name as additional insureds on its general liability insurance the MUNICIPALITY, its officers, agents, employees, and any independent contractors hired by the MUNICIPALITY to perform services as to this development and give the MUNICIPALITY evidence of the same upon request by the MUNICIPALITY. All agreements, representations, or warranties made herein shall survive the completion of the work contemplated under this AGREEMENT and the making of the grants hereunder.

SECTION XIX: MUNICIPALITY RESPONSIBILITY:

~~A. The MUNICIPALITY agrees to pay for the following oversizing costs, if it is determined by the MUNICIPALITY that the oversizing is necessary. The oversizing costs shall be calculated by viewing bids for similar improvements to determine the cost differences between the stated sizes. The MUNICIPALITY reserves the right to determine the bid amounts to be used in this calculation.~~

~~B. Cost of increasing the size of the water main from eight (8) inches to a larger size, including the cost of larger gate valves.~~

CAUTION: Use of this model form is not appropriate for every circumstance. Consult your legal advisor.

~~C. Cost of increasing the size of the sewer main from eight (8) inches to a larger size.~~

~~D. The MUNICIPALITY agrees to allow the DEVELOPER to connect to the MUNICIPALITY of _____'s MUNICIPAL water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the MUNICIPALITY of _____.~~

SECTION XX: REMEDIES ON DEFAULT:

- A. Upon the occurrence of any default, the MUNICIPALITY at its option, may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this AGREEMENT and/or under any of the other agreements contemplated herein. Upon the occurrence of any default, any amounts due to the MUNICIPALITY shall accrue interest at the rate of one percent (1%) per month.
- B. The MUNICIPALITY's use of one remedy does not preclude it from using another remedy. All remedies provided herein shall not be dependent on each other and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

SECTION XXI: INSURANCE: The DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT PROPERTY the performance of this AGREEMENT shall maintain at all times until the expiration of the GUARANTEE PERIOD, insurance coverage in the forms and in the amounts as required by the MUNICIPALITY.

SECTION XXII: EXCULPATION OF MUNICIPALITY CORPORATE AUTHORITIES: The parties mutually agree that the MUNICIPALITY President of the MUNICIPAL AUTHORITY, and/or the MUNICIPALITY Clerk, entered into and are signatory to this AGREEMENT solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XXIII: GENERAL CONDITIONS AND REGULATIONS: All provisions of the MUNICIPALITY ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this AGREEMENT as fully as if set forth at length herein. This AGREEMENT and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.

SECTION XXIV: ZONING: The MUNICIPALITY does not guarantee or warrant that the SUBJECT PROPERTY will not at some later date be rezoned, nor does the MUNICIPALITY herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this AGREEMENT.

SECTION XXV: COMPLIANCE WITH CODES AND STATUTES: The DEVELOPER shall comply with all current and future applicable codes of the MUNICIPALITY, County, State, and government and, further, the DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the MUNICIPALITY, County, State, or Federal government.

SECTION XXVI: PRELIMINARY PLAT AND FINAL PLAT CONDITIONS: The DEVELOPER acknowledges that the SUBJECT PROPERTY is subject to a conditional preliminary plat approval and a conditional final plat approval by the MUNICIPALITY. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional preliminary plat approval for the SUBJECT PROPERTY is attached hereto and incorporated herein as **EXHIBIT _____**, and the conditional final plat approval for the SUBJECT PROPERTY will be incorporated herein

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when it is approved, as **EXHIBIT** _____. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

~~(Note: Additional conditions may also apply, and if so, should be added; e.g., conditions of rezoning, or conditional use permit, etc.)~~

SECTION XXVII: AGREEMENT FOR BENEFIT OF PURCHASERS: The DEVELOPER agrees that in addition to the MUNICIPALITY's rights herein, the provisions of this AGREEMENT shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land in the SUBJECT PROPERTY.

SECTION XXVIII: ASSIGNMENT: The DEVELOPER shall not assign this AGREEMENT without the written consent of the MUNICIPALITY. If required by the MUNICIPALITY, the assignee must agree to all terms and conditions of this document in writing.

SECTION XXIX: PARTIES BOUND: The DEVELOPER or its assignees shall be bound by the terms of this AGREEMENT.

SECTION XXX: HEIRS & ASSIGNS: This AGREEMENT is binding upon the DEVELOPER, owners, their successors and assigns, and any and all future owners of the SUBJECT PROPERTY (hereinafter called "SUCCESSORS"). This section allows for MUNICIPALITY enforcement of the terms and conditions of this AGREEMENT against all such successors, as though such SUCCESSORS were the DEVELOPER. This section does not, however, grant rights to such successors absent MUNICIPALITY written consent, as described in Section XXVIII.

SECTION XXXI: INTEGRATION: This AGREEMENT and the other documents incorporated by reference herein embody the entire AGREEMENT and understanding between the parties and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION XXXII: SALES OF LOTS: No lots in the SUBJECT PROPERTY may be sold until Final Acceptance has been granted by the MUNICIPALITY, unless otherwise expressly approved in writing by the MUNICIPAL AUTHORITY.

SECTION XXXIII: MORTGAGEE CONSENT: The undersigned mortgagee of the property identified in **Exhibit** _____, consents to this Developer's Agreement, and agrees that its lien of mortgage shall be subordinate to the rights of the MUNICIPALITY granted by this Developer's Agreement.

SECTION XXXIV: RECORDING: This AGREEMENT shall be recorded against the SUBJECT PROPERTY, and shall run with the land.

SECTION XXXV: STORMWATER AGREEMENT: Prior to the sale of any lot in the subdivision, the property owner and DEVELOPER shall enter a Stormwater Agreement in a form approved by the MUNICIPALITY Attorney and the MUNICIPALITY Engineer to ensure the proper maintenance of all stormwater facilities within the SUBJECT PROPERTY, and such Stormwater Agreement shall be recorded against the SUBJECT PROPERTY.

SECTION XXXVI: ASSURANCE OF VALIDITY: The DEVELOPER has (or each entity comprising the DEVELOPER, if more than one) has approved the accepted terms and conditions of this AGREEMENT and has authorized the signatories shown below to execute this AGREEMENT on its behalf under the laws of the State of Wisconsin.

CAUTION: Use of this model form is not appropriate for every circumstance. Consult your legal advisor.

SECTION XXXVII: AMENDMENTS: The MUNICIPALITY and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the MUNICIPAL AUTHORITY. The MUNICIPALITY shall not, however, consent to an amendment until after first having received a recommendation from the MUNICIPALITY's Plan Commission.

SECTION XXXVIII: NOTICE: All notices, requests, demands, and determinations (individually a "Notice") required under this AGREEMENT (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email. Notices shall be provided to the appropriate person at the receiving party at the address listed below or to such address as a party may designate by a notice given in compliance with this section. Notice shall have been deemed to have been given (i) upon delivery if hand delivered, or (ii) upon deposit in the United States mail, certified mail, postage prepaid, or deposit with a nationally recognized overnight carrier, or (iii) upon transmission by facsimile or email, and each such notice shall be addressed as follows:

To Client: MUNICIPALITY [ADDRESS BELOW]

To ~~Contractor~~Developer: Genesee Lake Road LLC

c/o John Stoker

N118 W18531 Bunsen Drive

Germantown, WI 53022

NAME [ADDRESS BELOW]

IN WITNESS WHEREOF, the DEVELOPER and the MUNICIPALITY have caused this AGREEMENT to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

(Developer's Name) Genesee Lake Road LLC

By: _____

By: _____

Authorized Signatory

STATE OF WISCONSIN)
)ss.
COUNTY OF (County))

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

NOTARY PUBLIC, STATE OF WI

CAUTION: Use of this model form is not appropriate for every circumstance. Consult your legal advisor.

Print Name: _____
commission expires: _____

CAUTION: Use of this model form is not appropriate for every circumstance. Consult your legal advisor.

MUNICIPALITY OF _____
_____ COUNTY, WISCONSIN

MUNICIPALITY President

Attest:

MUNICIPALITY Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, _____, the above-named _____, the MUNICIPALITY President, and _____, the MUNICIPALITY Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such MUNICIPALITY President and MUNICIPALITY Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the MUNICIPAL AUTHORITY from their meeting on the _____ day of _____, _____.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
commission expires: _____

CAUTION: Use of this model form is not appropriate for every circumstance. Consult your legal advisor.

Dated this ____ day of _____, 20____.

MORTGAGEE:

By: TBD _____

Name: _____

Title: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF (County))

Personally came before me this ____ day of _____, _____, the above named _____, Authorized Signatory of _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
commission expires: _____

MUNICIPALITY OF _____
_____ COUNTY, WISCONSIN

APPROVED AS TO FORM:

MUNICIPALITY Attorney

As Revised August 7, 2025

**VILLAGE OF SUMMIT
COST ESTIMATE
FOR LETTER OF CREDIT**

Date August 2, 2025

Project Name Bark River Conservancy

Project No. _____

Project Location/Address Approx. 35401 Genesse Lake Road

ITEM NO. FEATURE OF WORK	REQUIRED IN LETTER OF CREDIT
1. DEMOLITION	<u>N/A</u>
2. CLEARING & GRUBBING	<u>N/A</u>
3. GRADING	<u>\$398,797.00</u>
4. SANITARY SEWER	<u>N/A</u>
5. WATER MAIN	<u>N/A</u>
6. STORM SEWER	<u>\$ 43,684.89</u>
7. ROAD CONSTRUCTION	<u>Incl. with Grading & Paving</u>
8. SIDEWALKS/PAVING	<u>\$259,530.00</u>
9. LIGHTING	<u>N/A</u>
10. EROSION CONTROL	<u>\$127,064.00</u>
11. STORM WATER MANAGEMENT	<u>Incl. with Grading & Storm Sewer</u>
12. LANDSCAPING	<u>\$ 65,250.00</u>
13. RESTORATION OF DISTURBED AREAS	<u>Incl. with Erosion Control</u>
14. REMOVAL OF SILT FENCING, ETC.	<u>\$ 3,000.00</u>
15. _____	_____
16. _____	_____
SUBTOTAL:	<u>\$ 897,325.89</u>
CONTINGENCY 20%:	<u>\$ 179,465.18</u>
TOTAL:	<u>\$1,076,791.07</u>



WOLF PAVING CO., INC
 1320 Walnut Ridge Drive, Suite 100
 Hartland, WI 53029

WWW.WOLFPAVING.COM

To:	Technical Engineering Consultants Genesee Lake Road LLC	Contact:	Dean Frederick
Address:	622 E. Anne St Oconomowoc, WI 53066 N118 W18531 Bunsen Drive Germantown, WI 53022	Phone:	(414) 791-5373
Project Name:	Bark River Conservancy	Fax:	
Project Location:	Genesee Lake Road, Summit, WI	Bid Number:	
Attachments:	BARK RIVER - SUMMIT - C300 TAKE OFF.pdf, BARK RIVER - SUMMIT - C301 TAKE OFF.pdf, BARK RIVER - SUMMIT - C302 TAKE OFF.pdf		
Bid Date:	7/9/2025		

NEW ASPHALT PAVEMENT PER ELLENA PLANS DATED 05/20/2025 & BASED ON QUANTITIES, SPECS & QUALIFICATIONS LISTED

Item #	Item Description
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1) NEW ASPHALT BINDER COURSE - FALL 2025

1 Place Approx. 160 LF Of 36" Gutter Section @ The Genesee Lake Road Entrance. **(LAYOUT & STAKING BY OTHERS)**

NOTE: ANY CONCRETE WORK AFTER NOVEMBER 1st WOULD HAVE ADDED WINTER COVER CHARGES IF NEEDED.

- 2 Fine Grade & Compact Existing Base Course **(LAYOUT & STAKING BY OTHERS)**
- 3 Pave 2.5" Compacted Asphalt Binder Course
- 4 Install 3' Wide RAP Shoulders

Total Price for above 1) NEW ASPHALT BINDER COURSE - FALL 2025 Items: \$106,199.00

2) NEW ASPHALT SURFACE COURSE - 2026

- 5 Power Sweep Binder & Apply A Tack Coat
- 6 Pave 1.5" Compacted Asphalt Surface Course
- 7 Install 3' Wide RAP Shoulders

Total Price for above 2) NEW ASPHALT SURFACE COURSE - 2026 Items: \$64,654.00

~~**3) FURNISH & INSTALL AGGREGATE BASE COURSE**~~

~~8 Place 10" Compacted **LIMESTONE** Base (INCLUDES AGGREGATE BASE FOR 36" CURB & GUTTER & AGGREGATE **UNDERNEATH** 6,220 LF OF 2' SHOULDER) (LAYOUT & STAKING OF CURB & GUTTER & SHOULDER MUST BE COMPLETED BY OTHERS PRIOR TO THE INSTALLATION OF AGGREGATE BASE)~~

~~Total Price for above 3) FURNISH & INSTALL AGGREGATE BASE COURSE Items: \$129,000.00~~

4) CRUSHED CONCRETE BASE IN LIEU OF LIMESTONE

9 Place 10" Compacted **CRUSHED CONCRETE BASE IF ACCEPTED BY THE VILLAGE OF SUMMIT** (INCLUDES AGGREGATE BASE FOR 36" CURB & GUTTER & AGGREGATE **UNDERNEATH** 6,220 LF OF 2' SHOULDER) (LAYOUT & STAKING OF CURB & GUTTER & SHOULDER MUST BE COMPLETED BY OTHERS PRIOR TO THE INSTALLATION OF AGGREGATE BASE)

Total Price for above 4) CRUSHED CONCRETE BASE IN LIEU OF LIMESTONE Items: \$88,800.00

TOTAL COST: \$259,653.33

Notes:

- **Estimator Notes:** THE ABOVE WORK DOES NOT INCLUDE: UNDER CUTTING, UTILITY ADJUSTMENTS OR WORK, BACKFILLING, LANDSCAPE RESTORATION, LAYOUT OR STAKING, EPOXY STRIPING OR PERMITS
2025 PRICES ARE SUBJECT TO CHANGE IF NOT AWARDED WITHIN 15 DAYS OF BID DATE

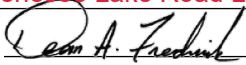
NOTE: THE SURFACE COURSE PRICE DOES NOT INCLUDE ANY BINDER PATCHING OR LEVELING PRIOR TO SURFACE COURSE INSTALLATION

- **Parties:** Wolf Paving Co., Inc./Wolf Paving & Excavating of Madison, Inc. ("Wolf" or "Wolf Paving") and the Customer (identified below) hereby mutually agree to be bound by these General Terms and Conditions ("Terms"), which are made part of and incorporated into the foregoing Proposal. These Terms and the Proposal are collectively referenced below as "the "Agreement" or "this Agreement".
- **Customer Obligations:** Customer shall be solely responsible for the following:
 - Providing Wolf with specifications and plans for the work to be performed by Wolf under this Agreement (the "Specifications"), and said Specifications shall be subject to Wolf's approval;
 - Back filling all edges of paved areas;
 - Notifying Wolf of the presence of any underground utilities or other concealed conditions that would not be identified by a Digger's Hotline search and identification and/or unusual conditions or restrictions during excavation;
 - Furnishing Wolf with a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as to not to cause any deformation to the subgrade/aggregate base;
 - Rough grading the subgrade within +/- 0.1' of the proposed plan subgrade elevations;
 - If the Proposal provides for completion of fine grading by Wolf, furnishing a subgrade to within +/- 0.1' of the proposed plan aggregate base course elevations;
 - Arranging for any changes in landscaping needed to insure proper drainage flow from the project site;
 - Securing all necessary permits and approvals required by any regulatory agencies to perform Wolf's work (collectively the "Permits"); and
 - All requirements imposed by any regulatory agency and/or pertaining to compliance with any such Permits.
- **Work of Others:** Prior to Wolf commencing its work, the work of all others shall be completed to an extent that it will not in any way conflict or interfere with Wolf's operations or timely completion of Wolf's work. In the event Wolf is directed to begin operations prior to completion of any other contractor's work, Customer shall pay Wolfs' costs related to any additional mobilizations or reduced productivity attributable to obstructions or delays caused by the failure to complete the work of others prior to commencement of Wolf's work.
- **Site Drainage:** Wolf reserves the right to refuse to perform the paving work unless minimum grades of 2.0% are attainable for surface drainage. If Customer directs construction with less than a minimum of grade of 2.0% or if the Specifications do not provide for 2.0% drainage in all directions, it is understood and agreed that water ponding may occur and that no warranty will attach to the paving work.
- **Fine Grading of Aggregate/Unforeseen Conditions:** If the surface to be paved is to be fine graded by Customer or others, Wolf may require additional work to said surface, at Customer's sole cost, to correct deficiencies in the surface for stability, surface drainage, slope, elevation and other matters. In addition, in the event that a proof roll conducted by Wolf identifies "soft spots" in the aggregate base of the project site, such aggregate base will need to be stabilized at the sole cost of Customer; provided, however, any additional work to provide aggregate base stabilization will not be performed without the Customer's written consent.
- **Limitations of Scope of Work:** Notwithstanding any other provision of the Agreement to the contrary, Wolf shall not be responsible for the following:
 - Damage, restoration and/or changes to landscaping as a result of project preparation, execution or completion or base course repairs of landscaping restoration;
 - Insuring the proper continuation of drainage flow from the project site;
 - Movement or damage to any concrete, retaining walls, pavers or other structures during excavation or compaction on or near the project site;
 - Pavement damage due to normal construction equipment traffic;
 - Damage to any unmarked underground utilities;
 - Redesigning of plan grades in order to establish a minimum grade of 2.0% for surface drainage.
- **Change Orders/Changed Conditions:** Any changes to the scope of Wolf's work or any changes to the project conditions which require adjustment in the price of Wolf's work under this Agreement must be documented in written change order signed by Customer and Wolf prior to commencement of any extra work by Wolf.
- **Acceptance of Materials:** All labor and materials are conclusively accepted as satisfactory unless written objection is submitted to Wolf within seven (7) days of performance.
- **Termination/Cancellation:** Customer has the right to unilaterally cancel performance of this Agreement by notifying Wolf within three (3) business days after executing this Agreement. If Customer terminates this Agreement at any time after said three (3) day period, Wolf shall be entitled to retain all payments made before the date written notice of termination is received by Wolf and to be paid all sums owed for all other portions of Wolf's work that has been performed but not yet paid for or invoiced, along with an administrative fee in the amount of 10% of the total price for Wolf's work.
- **No Liquidated Damages:** Wolf shall not be liable under any circumstances for actual, special, consequential and/or incidental damages of any kind should Wolf's progress be substantially delayed by unanticipated changes, omissions or additions, by fire or other unavoidable casualty, by unusually severe weather conditions, or by strikes, labor trouble or lockouts not caused by the acts of Wolf or any supplier of Wolf, by reason of acts, omissions, neglect or default of Customer, other subcontractors or any other third party, by any cataclysmic event or act of God, or by reason of any other events or caused beyond the direct control of Wolf or any supplier of Wolf. In such event or circumstance, Wolf shall have the right to extend the time to complete the work by the amount of any such delay caused by such events or circumstances.
- **Insurance:** Customer shall maintain any necessary property insurance coverage on the work. Wolf shall maintain Worker's Compensation insurance to the extent required by law. Wolf will meet the required insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

- **Indemnification:** To the fullest extent permitted by law, Customer shall indemnify, defend and hold Wolf and its shareholders, officers, employees, agents, subcontractors, and material suppliers harmless of, from and against any and all actions, causes of action, claims, demands, damages, injuries, losses, liabilities, loss of services, penalties, assessments, attorneys' fees, other professional fees, expenses and other costs and charges of every kind and nature (collectively, "Claims") resulting from or in any way relating to the negligence, misconduct, or violation of law by Customer in the performance of, or its failure to perform, any of Customer's obligations under the Agreement including, but not limited to, Claims attributable to (a) bodily injury, sickness, diseases or death; and/or (b) damage injury to or destruction of property (including, but not limited to, the loss of use of such property resulting therefrom).
- **Limited Warranty:** Wolf warrants to Customer that Wolf's work shall be in conformity with the Specifications and free from defects in workmanship and material for a period of one (1) year from the date of substantial completion of Wolf's work. Wolf shall not be liable for any breach of warranty unless Customer gives written notice to Wolf within fourteen (14) days of discovery of a claimed defect and said written notice is received by Wolf within one (1) year after substantial completion of the work. Customer shall permit Wolf the opportunity to examine or test the alleged defect as reasonably requested by Wolf. If Wolf in its reasonable discretion determines that the alleged defect was due to faulty workmanship or defective material and not due to other causes, Wolf in its sole discretion will repair or replace said defects at no cost to Customer. This Limited Warranty does not include or extend to: (a) remedies for defects or damages caused by work of Customer, other contractors or third parties; (b) errors or inaccuracies in the Specifications or defects in the design or engineering of Wolf's work; (c) normal wear and tear, including, without limitation, defects or damages caused by the natural expansion or contraction of the construction materials; (d) use for a purpose for which the work was not intended; (e) improper or insufficient maintenance; (f) modifications performed by Customer, other contractors or any other third party; (g) sealcoat damage from snow plows; (h) drainage problems on the project site including, but not limited, to standing water; (i) construction traffic; (j) pavement overlays due to the potential of reflective cracking or expansion joints; (k) abuse; or (l) acts of God, casualty, catastrophe or other force majeure. This Limited Warranty shall be in effect only if Wolf receives final payment in full of the total invoiced amount to Customer upon completion of Wolf's work. This Limited Warranty shall extend solely to Customer. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE., ALL OF WHICH ARE HEREBY DISCLAIMED BY WOLF. THIS LIMITED WARRANTY ALSO EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES.
- **Notice of Lien Rights:** AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, WOLF HEREBY NOTIFIES OWNER (IF CUSTOMER IS OWNER OF THE PROPERTY ON WHICH WOLF'S WORK IS PERFORMED) THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR 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 WOLF, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 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. WOLF AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
- **Severability/Governing Law:** If any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement. The validity, interpretation and performance of the parties hereunder shall be governed by the laws of the State of Wisconsin, without regard to the conflict of laws principles thereof.
- **Incorporation:** In the event any other agreement is entered into between the parties, these Terms shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein unless otherwise expressly agreed in writing by Wolf and Customer. In the event of a conflict between the Proposal and these Terms, these Terms shall govern unless otherwise expressly agreed in writing by Wolf and Customer.
- **Acceptance:** Customer acknowledges and agrees that the prices and specifications set forth in the Proposal and these Terms are satisfactory and are hereby accepted. Customer authorizes Wolf to do the work as specified in the Proposal, subject to and in compliance with the Terms set forth above. The conditions of this proposal will be honored for **15 days**, after that time Wolf Paving Co., Inc. reserves the right to adjust the terms of this proposal. All agreements entered through this proposal/contract contingent upon strikes, accidents or delays beyond our control – Wolf Paving Co., Inc. reserves the right to adjust the terms of this contract if work is not completed within 14 days of authorization date or if the contract items are not completed within the stated time frame. Also, within the duration of the contract, Wolf Paving Co., Inc. reserves the right to pass along AC oil and other operation costs increases that occur prior to construction phase operations.
- **Pricing:** Prices are only good for work completed during the 2025 Construction Season. Work that is carried over to the 2026 season is subject to change based on oil prices.
- **Cold Weather Additives:** The addition of cold weather additives to the asphalt mix will be extra if required.
- **Mobilizations:** All work to be completed in one mobilization, unless otherwise noted. Additional mobilizations will \$2500.00 each.

Payment Terms:

Payment: Payment is due to Wolf upon substantial completion of the work, unless otherwise specified by the parties in writing. If performance of Wolf's work will extend beyond thirty (30) days, Wolf may issue progress billings on the project and each progress billing will be due and payable upon receipt of the progress billing. Any amounts remaining unpaid when due may be subject to late charges of 1.5% per month, 18% annually or the maximum interest rate permitted by law, whichever is less. Any credit card payments are subject to a 3% surcharge.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: Genesee Lake Road LLC</p> <p>Signature: </p> <p>Date of Acceptance: August 4, 2025</p>	<p>CONFIRMED: Wolf Paving Co., Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Richard Gassert (262) 965-2121 Richard.Gassert@wolfpaving.com</p>
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M.J.S.
LANDSCAPING SERVICES, LLC

1408 Poplar Drive, Waukesha, Wisconsin 53188
262-253-0967 (phone) 262-253-0971 (fax)
www.mjslandscaping.com

Bark River Conservancy
Summit, WI

PROPOSAL

August 7, 2025

PLANTING BED*: as per plan

PROVIDE AND INSTALL THE FOLLOWING MATERIALS:

Amend bed using peat moss and Milorganite fertilizer.

3-4" bark mulch **enviro-mulch** **dark brown** 1500 sf.

30 cy.

QTY.	SPECIES	
6	Betula, heritage River birch (multi-stem)	12'
5	Acer, Autumn Blaze Freeman maple	2.5"
2	Malus, Red Jewell crab	2"
2	Malus, Sparkling Sprite crab	2"
5	Platanus, Exclamation planetree	2.5"
4	Quercus, Swamp White oak	2"
33	Picea, Norway spruce	6'
19	Picea, Black Hills spruce	6'
12	Potentilla, Pink Beauty	15"
66	Calamagrostis, acutiflora 'Avalanche' reed grass	1 gal.
18	Rudbeckia, Summer Blaze coneflower	1 gal.

\$62,141.88

Sub: **\$62,141.88**

Design Credit/Package Discount: **\$0.00**

Sub: **\$62,141.88**

(Taxable Items*): \$62,141.88 5.0% Tax: **\$3,107.09**

Balance Due Upon Completion:

\$65,248.97

Total: **\$65,248.97**

Approximate Start Date: _____
(Weather Permitting)

Approximate Completion Date: _____
(Weather Permitting)

This Is An Estimate Of Work To Be Completed As Described. It Does Not Include Material Price Increases Or Additional Labor Or Material Which May Be Required After Work Has Begun.

Acceptance Of Proposal: The Aftermentioned Prices, Specifications, And Conditions Are Satisfactory And Are Hereby Accepted. You Are Authorized To Do Work As Specified As Per Terms And Conditions Attached To Back Of This Sheet. Payment Will Be Made As Specified As Above. All Prices Are Valid For 30 Days From Date On Proposal. **I Have Read The Attached 'TERMS AND CONDITIONS' Pages And I Agree To All Payment And Contract Terms Contained Within.**

(Authorized MJS Signature)

(Date)

(Signature)

(Date)

Bark River Conservancy
Erosion Control LOC Computation

August 4, 2025

Bark River Conservancy				
Erosion Control				
	Blaze	units	Cost	Comments
Silt Fencing	0	\$ 1.50	\$ -	Per l.f. Included in T&C Grading Proposal
Silt Sock	0	\$ 2.50	\$ -	Per l.f.
Straw Waddles	1320	\$ 3.00	\$ 3,960.00	Per l.f. Included in T&C Grading Proposal
Haybale Ditch Checks	0	\$ 6.00	\$ -	Per l.f.
Seed, Fertilizer, & NA Green S150	14520	\$ 1.45	\$ 21,054.00	Per sq. yd.
Seed, Fertilizer, & NA Green S75BN	800	\$ 1.65	\$ 1,320.00	Per sq. yd.
Seed, Fertilizer, & NA Green C350	0	\$ 5.00	\$ -	Per sq. yd.
Native Seeding, Fertilizer, & Fabric	24200	\$ 2.35	\$ 56,870.00	Per sq. yd.
Pyramat Installed	300	\$ 27.00	\$ 8,100.00	Per sq. yd.
Inlet Protection Installed	0	\$ 100.00	\$ -	Each
Temp Seed Stockpile	2	\$ 1,500.00	\$ 3,000.00	Each
Seed, Fertilizer, Mulch Site	15	\$ 1,500.00	\$ 22,500.00	Per Acre
Seed, Fertilizer, Much ROW & Basins	14520	\$ 0.50	\$ 7,260.00	Per sq. yd.
Rock Bags Installed	0	\$ 15.00	\$ -	Each
Erosion Control Removal	1	\$ 3,000.00	\$ 3,000.00	Lump Sum
			\$ -	
Bid Total			\$ 127,064	

Note: Costs to furnish & install Silt Fencing, Straw Waddles/Ditch Checks, & Tracking Pad is included in the Town & Country Underground Utility Construction, Inc. contract for site grading

BLAZE LANDSCAPE CONTRACTING, INC.
W180 N5325 MARCY ROAD
MENOMONEE FALLS, WI 53051
262-252-3188 OFC
262-252-4358 FAX
SALES@BLAZELANDSCAPE.COM

JOB PROPOSAL
1/5/2025

EROSION CONTROL RATES 2025

We hereby submit specifications and estimates for landscaping to include:

- Silt Fence Installed @ \$1.50/l.f.
- Orange Construction Fence Installed @ \$2.50/l.f.
- Silt Sock Installed @ \$3/l.f.
- Straw Wattles Ditch Checks Installed @ \$5/l.f.
- Haybale Ditch Checks @ \$6/l.f.
- Seed, Fertilize, & NA Green S150 @ \$1.45/sq.yd.
- Seed, Fertilize, & NA Green S75BN @ \$1.65/sq.yd.
- Seed, Fertilize, & NA Green C350 @ \$5/sq.yd.
- Native Seeding (Agrecol or Equal), Fertilize, & Fabric @ \$2.35/sq.yd.
- Pyramat Installed @ \$27/sq.yd.
- Inlet Protections Installed @ \$100 Each
- Temp Seed Stockpiles @ \$1,500 Each.
- Seed, Fertilize, & Mulch Site @ \$.40/sq.yd. or \$1,500/Acre
- Seed, Fertilize, & Mulch ROW @ \$0.50/sq.yd.
- Rock Bags Installed @ \$15 Each.
- Erosion Control Removal. —Cost \$1,500-\$3,000

- Supply & Install Engineered Soil @ \$60/cu.yd.

We hereby propose to furnish labor and materials in accordance with the above specifications. The above prices do not include State Sales Tax, which will be added to billing invoice. Payment draws to be made for work completed. Billing completed on quantity installed.

Submitted By:
Blaze Selestow
Blaze Landscape Contracting, Inc.
1/5/2025

Accepted By:

Signature Date

PLEASE SIGN AND RETURN ONE COPY TO OUR OFFICE; KEEP THE OTHERS FOR YOUR RECORDS

PROPOSAL/CONTRACT

Town & Country Underground Utility Construction, Inc.

W2899 Dunn Road - Mayville, WI 53050

June 11, 2025

~~Thomson Companies~~

Dean Frederick

Bark River Conservancy-Village of Summit

Genesee Lake Road LLC

N118 W18531 Bunsen Drive

Germantown, WI 53022

Storm Sewer

Price Includes:

- Mobilization
- Install (4) 40' x 15" CMP arched culverts with endwalls including Rip Rap
- Install 780 LF of 8" PVC pond outlet pipe including Rip Rap
- Install (8) 8" metal endwalls including Rip Rap
- Backfill with excavated spoils

TOTAL: \$43,684.89

NOT INCLUDED:

- No soils/compaction testing included
- General construction to provide files & control points for machine control
- Restoration
- Dewatering
- Rock blasting
- Undercutting of footings/paved areas
- Frost cutting or removal
- Snow removal
- Maintenance of erosion control items
- Weekly or significant rain event inspections/ reports of erosion control items

FUEL SURCHARGE MAY APPLY.

QUOTE GOOD FOR 7 DAYS ONLY!

PRICING ON MATERIAL SUBJECT TO CHANGE BASED ON AVAILABILITY.

We appreciate the opportunity to submit a price to you. If you should have any questions, please feel free to call our office. Our terms are net 30 days from the date of invoice. A 1-1/2% finance charge will be charged each month on all unpaid balances. State and county tax will be charged when applicable. If everything is agreeable with you, please sign and return one copy to our office.

Submitted By:



Lee Bretkreutz, Town & Country Construction, Inc.

Accepted:



Date: August 4, 2025

WISCONSIN CONSTRUCTION LIEN LAW

As required by the Wisconsin Construction Lien Law, builder (Town & Country Underground Utility Construction, Inc.) hereby notifies owner that persons or companies furnishing labor or materials 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 undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

PROPOSAL/CONTRACT

Town & Country Underground Utility Construction, Inc.

W2899 Dunn Road - Mayville, WI 53050

June 11, 2025

~~Thomson Companies~~

Dean Frederick

Bark River Conservancy-Village of Summit

Genesee Lake Road LLC

N118 W18531 Bunsen Drive

Germantown, WI 53022

Site Work

Price Includes:

- Mobilization
- Install 4,800 LF of silt fence
- Install (2) tracking pads
- Remove existing asphalt T-Turn/ Bury on-site
- Strip & stockpile 41,202 CY of topsoil (average 9")
- Cut & place 19,118 CY of fill
- Borrow 22,378 CY of fill from open lot/replace with topsoil
- Sawcut asphalt for new intersection connection
- Fine tune flow lines of ditches
- Respread 15,757 CY of topsoil over disturbed areas 4" thick
- Install (16) temporary ditch check during construction
- Install stone & fabric over discharge orifices for temporary sediment rap
- Remove sediment from infiltration basins
- Remove temp stone sediment traps
- Install 2" topsoil compost mix in bottom of infiltration basins & deep till into subsoil (no imported topsoil)

TOTAL: \$398,797.00

- Finish grade, subgrade & proof roll (13,155 SY) **ADD: \$9,076.00**
- Supply & place 3,969 tons of 1 ¼" dense base 5" thick for asphalt **ADD: \$70,052.00**
- Supply & place 3,969 tons of ¾" dense base 5" thick for asphalt **ADD: \$70,052.00**
- Supply & place 462 tons of 3/8" screenings 4" thick for shoulder **ADD \$11,210.00**
- Import 2,270 CY of structural fill **ADD: \$26,922.20**

NOT INCLUDED:

- No soils/compaction testing included
- General construction to provide files & control points for machine control
- Restoration
- Dewatering
- Rock blasting
- Undercutting of footings/paved areas
- Frost cutting or removal
- Snow removal
- Maintenance of erosion control items

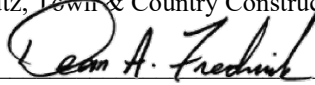
- **Weekly or significant rain event inspections/ reports of erosion control items**

**FUEL SURCHARGE MAY APPLY.
QUOTE GOOD FOR 7 DAYS ONLY!
PRICING ON MATERIAL SUBJECT TO CHANGE BASED ON AVAILABILITY.**

We appreciate the opportunity to submit a price to you. If you should have any questions, please feel free to call our office. Our terms are net 30 days from the date of invoice. A 1-1/2% finance charge will be charged each month on all unpaid balances. State and county tax will be charged when applicable. If everything is agreeable with you, please sign and return one copy to our office.

Submitted By: 

Lee Breithaupt, Town & Country Construction, Inc.

Accepted:  Date: August 4, 2025
for Genesee Lake Road LLC

WISCONSIN CONSTRUCTION LIEN LAW

As required by the Wisconsin Construction Lien Law, builder (Town & Country Underground Utility Construction, Inc.) hereby notifies owner that persons or companies furnishing labor or materials 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 undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.



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

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

MEMORANDUM

To: Village Board

From: Debbie Michael, Village Administrator-Clerk/Treasurer

Date: August 6, 2025

Re: Discussion and action on a Stormwater Maintenance Agreement with Mark & Eileen Lurvey Trust for The Gathering development (SUMT0714999001)

BACKGROUND: Chapter 12, Article IV Stormwater Runoff of the Village of Summit Code of Ordinances requires a stormwater maintenance agreement between the village and the responsible party for the maintenance of stormwater management practices required for certain developments, including the installation of facilities such as retention ponds, settling basins, storm sewer systems, rain gardens, and ditching. The agreement shall be filed with Waukesha County Register of Deeds so that it is binding upon all subsequent owners of the land served by the stormwater management practices. The long-term maintenance, upkeep, and repair of these facilities is the responsibility of the Owner/Developer, its successors or assigns.

In the event that the maintenance required in the agreement does not occur, or not to the level required by the village, this agreement will allow the village to do the work and charge the Owner/Developer. This also allows for the village to enter the property for any inspections as needed.

ATTACHMENTS: Draft Stormwater Maintenance Agreement, Letter from Brian Pehl, PE at SEH, recommending approval.

FISCAL IMPACT: The costs for review of this agreement by contractors and filing fee will be charged back to the Owner/Developer. Any work needed to be done in the future by the village will be charged back as well.

MOTION : **To approve the Stormwater Maintenance Agreement for The Gathering Subdivision as recommended by the Village Engineer's letter dated July 15, 2025.**



Building a Better World
for All of Us®

July 15, 2025

RE: Village of Summit
The Gathering - SWM and Engineering
Imp Plan Recommended Approval
SEH No. 176551 Task 41

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

Dear Ms. Barrows:

We recently received updated Storm Water Management (SWMP) and Engineering Improvements Plans, and Storm Water Maintenance Agreement (SWMA) for The Gathering development located in the Village of Summit.

We are recommending approval of the Engineering Improvement and Storm Water Management Plans prepared by Pinnacle Engineering Group that carry a July 10, 2025 revision date. A SWMA was also provided that is recommended for approval and attached to this letter. The items below are still needed or provided as reminders.

General Comments

- 1) A Village SW & EC permit needs to be reviewed and approved.
- 2) The Sign Plan needs to be reviewed and approved.
- 3) The Landscape Plan needs to be finalized, submitted and approved.
- 4) The video taken of the current roadway conditions should be provided to the City Engineer and DPW.
- 5) The financial guarantee needs to be finalized and provided to the Village.
- 6) An as-built plan of the storm water basin, swales leading to the basin, and roadside swale grading for both Whitaker Lane and S. Wayfare Trail is required.

Please do not hesitate to contact me with any questions or comments at 414.507.8840 or bpehl@sehinc.com.

Sincerely,

A handwritten signature in blue ink that reads "B Pehl".

Brian Pehl, PE
(Lic. WI)

CC: Kamron Nash, Village Public Works Director
Debra Michaels, Village Administrator-Clerk-Treasurer
Tony Zanon, PE - Pinnacle Engineering Group

Engineers | Architects | Planners | Scientists

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

262.646.6855 | 888.908.8166 fax | sehinc.com

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

Ms. Amy Barrows
July 15, 2025
Page 2

Eric Maki, PE - Pinnacle Engineering Group
John Siepmann – Siepmann Realty Corp.

btp

x:\pts\summ\176551\task 41 - lurvey development review - the gathering\corr\review letters\the gathering - swm and eng improvement plan approval letter_village of
summit_2025-07-15.docx

DOCUMENT NUMBER

**STORM WATER
MAINTENANCE AGREEMENT**

EXHIBITS

Exhibit A: Legal Description of real estate for which this agreement applies (“Property”).

Exhibit B: Location Map(s) - shows an accurate location of each storm water management practice affected by this agreement.

Exhibit C: Details – shows details of stormwater facility outlet pipes, spillway, etc. of each storm water management practice affected by this agreement.

Exhibit D: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this agreement.

Name and Return Address

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

SUMT0714999001

Parcel Identification Number (PIN)

Storm Water Management Measures
and
Maintenance Agreement

This Agreement is made and executed this ____ day of _____, 20____ by Mark & Eileen Lurvey Trust, (hereinafter the “Owner” or “Developer”) and the Village of Summit (hereinafter the “Village”).

WHEREAS, Owner/Developer has subjected THE GATHERING Development located at the SW 1/4 and NW 1/4, Section 35, Town 1 North, Range 17 East, Waukesha County, Village of Summit, to certain conditions which are expressly made a part hereof, and as approved by the Village of Summit and is

expressly made an integral part hereof, for the benefit of the Development, Village, and the Tenants;
and,

WHEREAS, Owner/Developer and Village wish to set forth certain maintenance obligations as a separate recorded document, further documenting the obligations of Owner/Developer, any successors and assignees, and other impacted parties.

WHEREAS, the Owner/Developer, its successors and assigns, agree that the health, safety and welfare of the residents of the Village require on-site storm water management and maintenance measures on the Property, and

WHEREAS, the Village requires that on-site storm water management measures and management plans be implemented by the Owner/Developer, its successors and assigns,

NOW, THEREFORE, in compliance with the terms applicable to THE GATHERING Development, the parties agree as follows.

1. The Owner/Developer, its successors or assigns, shall be solely responsible for the maintenance, upkeep, and repair of the storm water management system of THE GATHERING Development.
2. Upon notification of the Owner/Developer, its successors or assigns, by the Village of storm water management and maintenance problems, which require correction due to an adverse effect on property owners, public safety, or public health, the specified corrective actions shall be taken within a reasonable time frame as set by the Village.
3. The Village is authorized, but not required, to perform the corrective actions identified in the notice if the Owner/Developer, its successors or assigns does not make the required corrections in the specified time period. All costs and administrative fees charged to Owner/Developer, its successors or assigns in accordance with this section may be placed upon the tax roll as special charges in accordance with Wisconsin Statutes, including §66.0627, Wis. Stats.

4. The plans of THE GATHERING Development shall accurately describe certain areas, and shall be legally described and submitted by the Owner/Developer, its successors or assigns to the Village, as detention/retention stormwater facilities, swales, storm water easements, storm sewers, etc., all of which serve as and shall be referred to as storm water management measures and shall be fully incorporated herein as an integral part of this Agreement.

5. The Owner/Developer, its successors or assigns shall be responsible for maintenance of all storm water management measures. The Village is authorized to access the Property to conduct annual, or more frequent as needed inspections, of storm water management features and practices as may be determined by the Village or its representatives, that are necessary to ascertain that the features and practices are being maintained and operated in accordance with acceptable standards designated by the Village. The Owner/Developer, its successors or assigns, on an annual, or more often as needed basis as may be determined by the Village or its representatives, shall provide maintenance of each storm water management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural storm water management measures and sediment removal. Upon notification of the Owner/Developer, its successors or assigns by the Village of maintenance problems which require correction, the specified corrective actions shall be taken within a reasonable time frame as set by the Village.

6. In the event that maintenance of the storm water management measures is not undertaken by the Owner/Developer, its successors or assigns, the Village shall perform maintenance work on the storm water management measures if such failure to maintain (a) has a material adverse effect on property other than THE GATHERING Development, or (b) endangers the public health or safety. However, before the Village shall have the right to perform any such maintenance pursuant to this section (except in the case of an emergency situation), the Village shall provide the Owner/Developer, its successors or

assigns with written notice stating with specificity the maintenance activities the Village deems to be required with respect to the storm water management measures. The Owner/Developer, its successors or assigns shall then have ten (10) days after receipt of such written notice to perform such maintenance, provided that said ten (10) day period shall be extended if the Owner/Developer, its successors, assigns or duly authorized designee has commenced such maintenance work within said ten (10) day period and is diligently proceeding to complete the same. In the case of an emergency as determined in the sole discretion of the Village, no notice will be required prior to the Village performing emergency maintenance. The Owner/Developer, its successors or assigns shall be liable for all costs and expenses incurred by the Village for the failure to undertake any repairs.

7. The cost of inspections or any measures undertaken by the Village pursuant to Paragraphs 3 or 6 of this Agreement shall be assessed against the Owner/Developer, its successors or assigns pro rata according to their fractional ownership interest in accordance with the provisions of §66.0627, Wis. Stats. It is expressly understood and acknowledged that such cost shall be deemed a special charge for current services and may be levied in accordance with the provisions of §66.0627, Wis. Stats. Any such assessment which is not paid within sixty (60) days after billing shall be deemed a delinquent special charge and shall become a lien upon the parcel(s) against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcel(s) for which payment has not been received by the Village, and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges.

8. This Agreement imposes no liability of any kind whatsoever on the Village, and the Owner/Developer, its successors or assigns, agrees and promises to hold the Village, its officers, employees and agents, harmless and indemnify said entity and persons from any and all liability, of whatever kind or nature, in the event the storm water management and maintenance measures fail to

function or operate properly and any damages of whatever kind or nature resulting from said failure to function or operate properly.

9. This Agreement shall be recorded with the Waukesha County Register of Deeds Office and shall constitute a covenant running with the land and shall be bindings on the Owner/Developer, its administrators, executors, assigns, heirs, and any other successors in interests and title.

10. The validity, meaning and effect of this Agreement shall be construed in accordance with the laws of the State of Wisconsin. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof.

11. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions are determined to be invalid and contrary to any existing or future law, the invalidity shall not impair the operation of those portions of this Agreement that are valid.

12. Venue for any disputes arising out of or under this Agreement shall be in the Circuit Court for Waukesha County, Wisconsin.

Dated this ____ day of _____, 20__.

OWNER/DEVELOPER:

Mark & Eileen Lurvey Trust

By: _____

Name: (please print or type):

Title: (please print or type):

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss

Personally came before me this _____ day of _____, 20_, the above named _____ to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public

County, Wisconsin

My Commission Expires _____

VILLAGE:

Village of Summit

By: _____

Jack Riley, Village President

Attest: _____

Debra Michael, Village Administrator-Clerk/Treasurer

This document was drafted by:

**Pinnacle Engineering Group
Attn: Eric J. Maki, PE
20725 Watertown Road, Suite 100
Brookfield, WI 53186**

EXHIBIT A - LEGAL DESCRIPTION

THE FOLLOWING DESCRIPTION AND REDUCED COPY MAP IDENTIFIES THE LAND PARCELS AFFECTED BY THIS AGREEMENT. FOR THE EXACT BEARINGS AND DISTANCES OF ALL EASEMENTS SHOWN, SEE THE RECORDED PLAT OF THE GATHERING ON FILE WITH THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE.

DEVELOPMENT NAME: THE GATHERING

DATE OF RECORDING: _____

EXHIBIT PREPARED BY: PINNACLE ENGINEERING GROUP

LOCATION: EASEMENTS ARE LOCATED ON LOTS 7, 8, 9, 10, AND 12 AND OUTLOT 1

PART OF THE SW 1/4 AND NW 1/4 OF SECTION 35, T1N, R17E, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

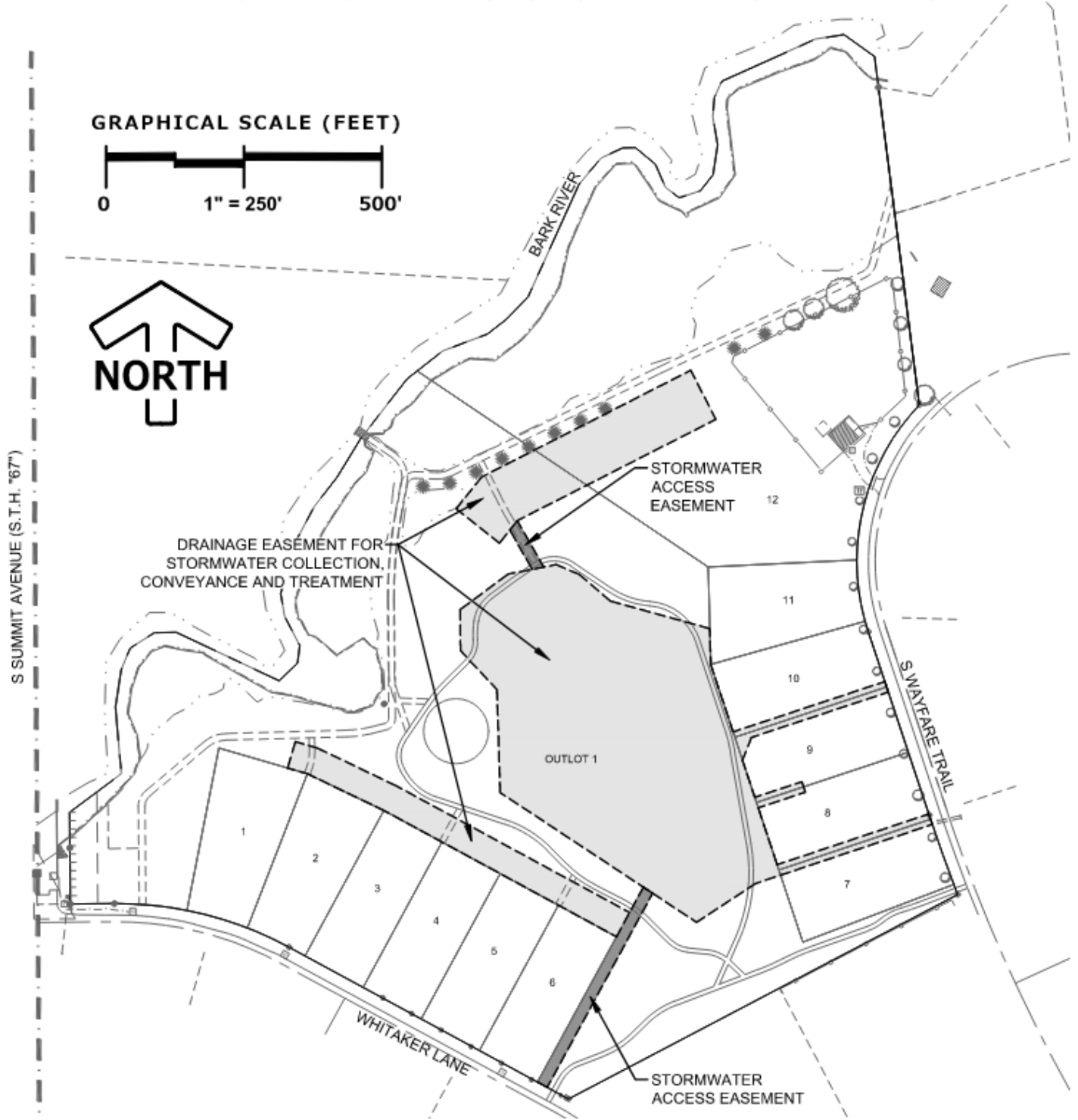


EXHIBIT B - LOCATION MAP

LOCATION OF STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT

SUBDIVISION NAME: THE GATHERING

STORM WATER PRACTICES: STORMWATER FACILITY, SPILLWAY, OUTLET PIPES, TRENCHES, FILTER STRIPS. THE STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT ARE DEPICTED AS SHOWN ON THIS EXHIBIT AND IN THIS AGREEMENT. THE CONSTRUCTION PLAN SET IS ON FILE WITH THE VILLAGE OF SUMMIT.

LOCATION: THE STORMWATER FACILITY AND FILTER STRIPS ARE LOCATED ON OUTLOT 1. A PORTION OF ONE FILTER STRIP IS LOCATED ON LOT 12. EACH INDIVIDUAL LOT OWNER OF LOTS 1-12 HAS AN UNDIVISIBLE FRACTIONAL OWNERSHIP IN OUTLOT 1.

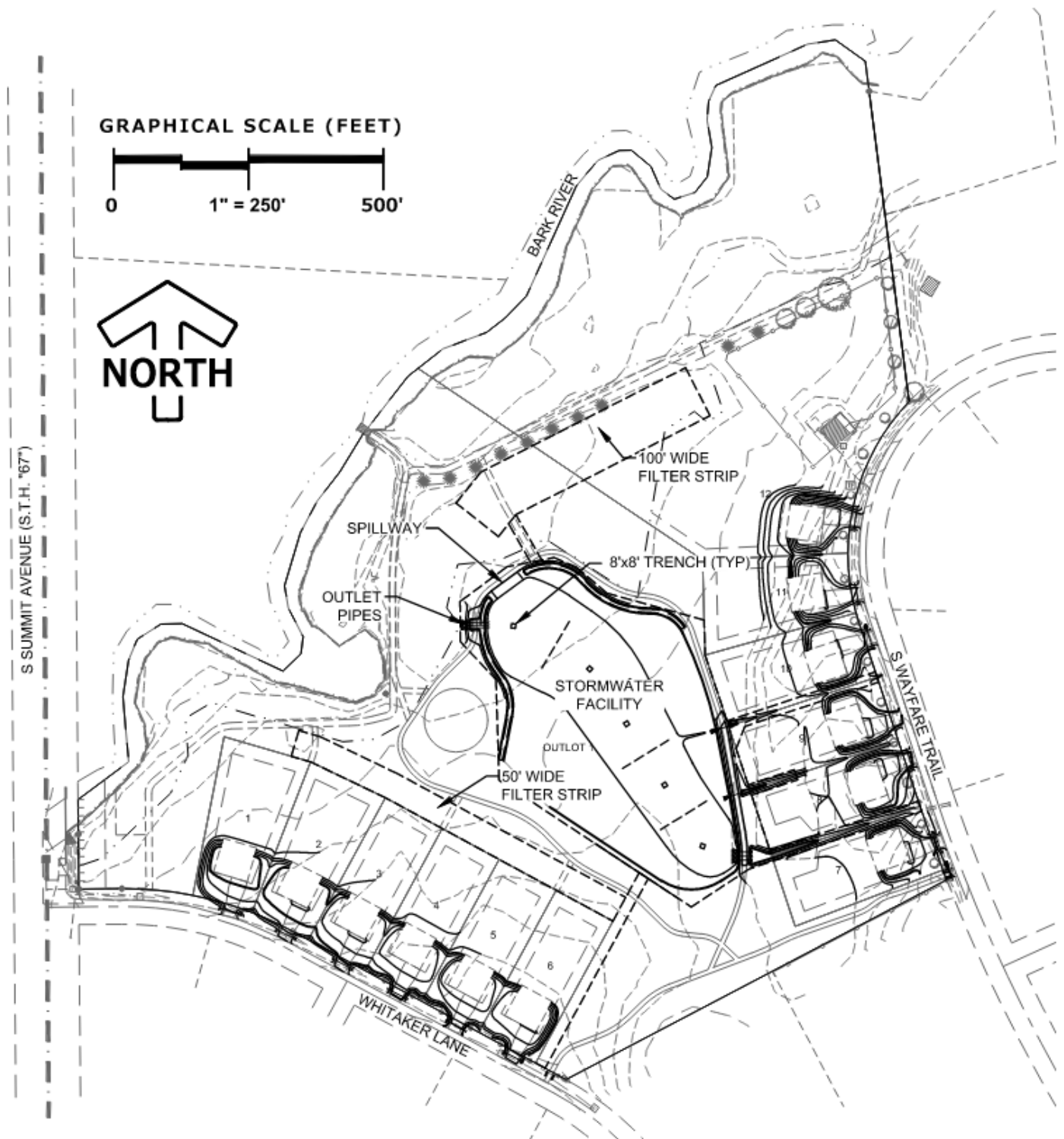
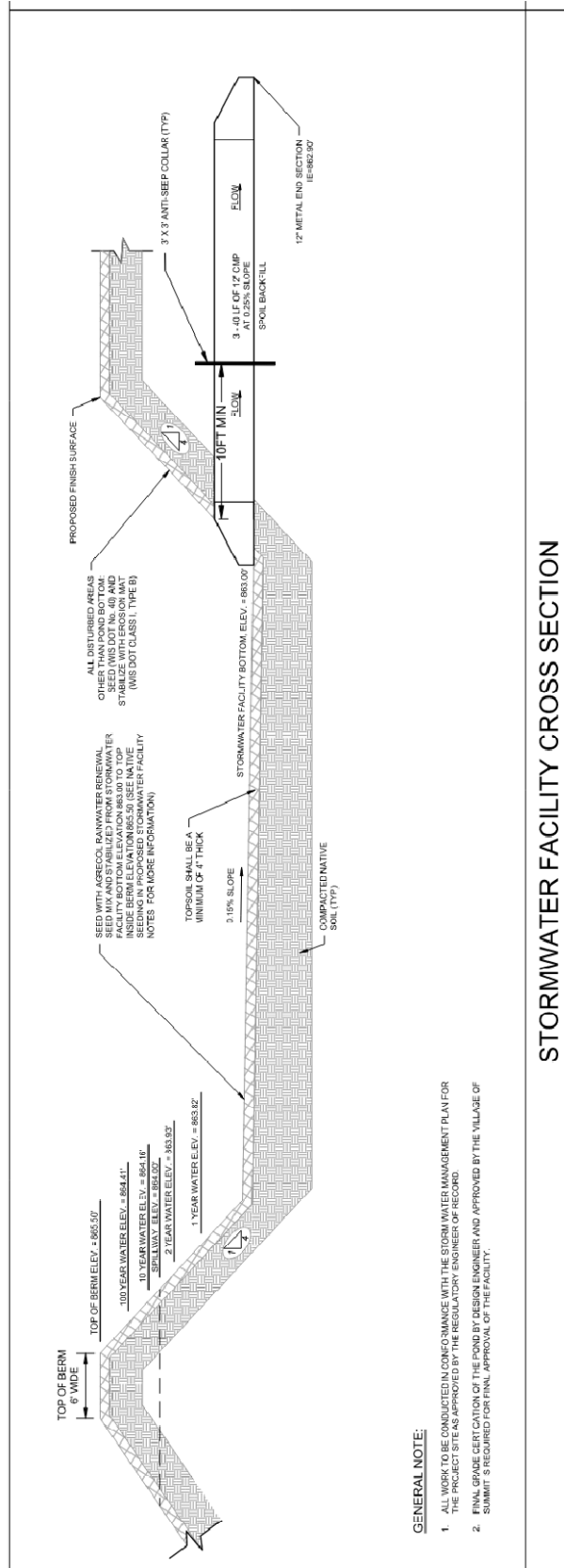


Exhibit C – Stormwater Facility Details

Storm Water Management Practice Details Covered by this Agreement



GENERAL NOTE:

1. ALL WORK TO BE CONDUCTED IN CONFORMANCE WITH THE STORM WATER MANAGEMENT PLAN FOR THE PROJECT SITES APPROVED BY THE REGULATORY ENGINEER OF RECORD.
2. FINAL GRADE CERTIFICATION OF THE POND BY DESIGN ENGINEER AND APPROVED BY THE VILLAGE OF SUMMIT IS REQUIRED FOR FINAL APPROVAL OF THE FACILITY.

Exhibit C1 – Stormwater Facility Details

Storm Water Management Practice Details Covered by this Agreement

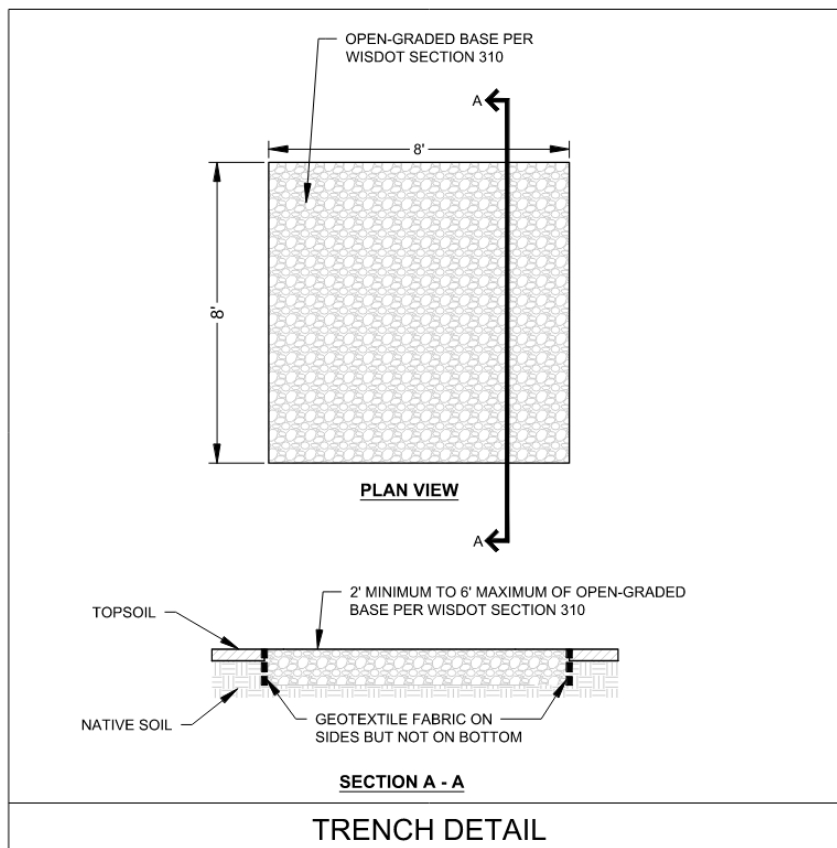
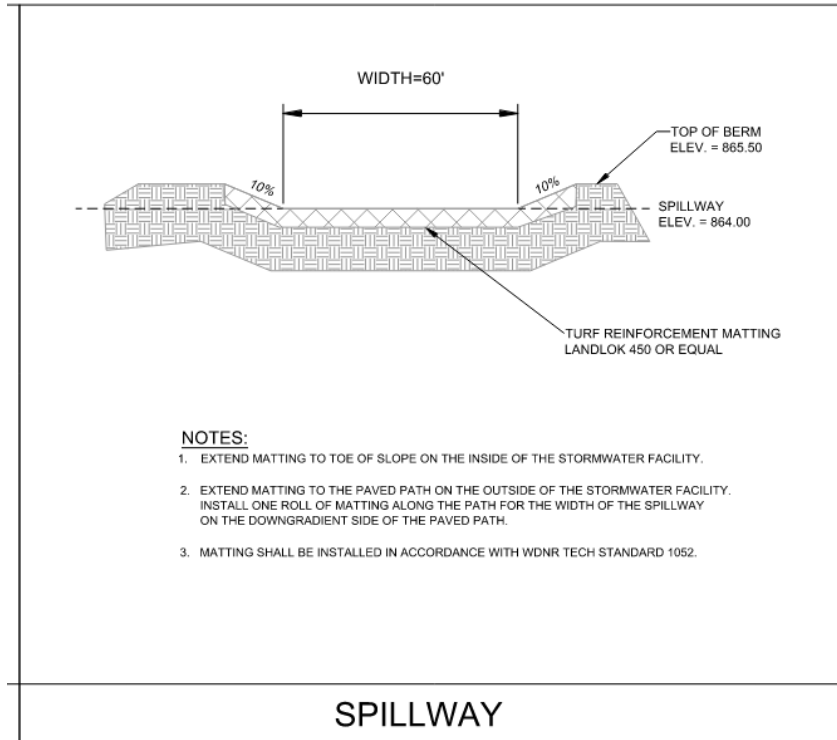


EXHIBIT D
THE GATHERING Development
Village of Summit, Waukesha County, WI

MAINTENANCE PLAN

Minimum Maintenance Requirements

System Description:

The storm water management for THE GATHERING consists of a stormwater facility and filter strips. The stormwater facility is designed to maintain pre-development peak flows and runoff volumes. Culverts and swales convey runoff. In order for the stormwater facility to be effective, the facility size and outlet pipes and spillway must be maintained. The stormwater facility and filter strips are designed to filter pollutants, especially from smaller storms, to remove at least 80% of the Total Suspended Solids (TSS) in the site runoff.

Approximately 11.21-acres from the property and 20.99-acres of offsite area will be treated and controlled by the stormwater facility which consists of a relatively flat grass swale draining to a berm with three (3) 12” culvert pipes and an earthen spillway as the outlets. The facility is proposed to have a 100-foot wide bottom and a slope of 0.15% through Outlot 1. The facility will be considered meadow since the majority of the outlot areas will not be mowed.

Stormwater Facility

1. To ensure the proper long-term function of the storm water best management practices, the following activities must be completed:
2. Inspect catch basins, manholes, pipes, end sections and stone weepers at least twice a year and after heavy rainfall. Have catch basins cleaned annually. Repair any deterioration threatening structural integrity immediately, replace worn or cracked frames and lids, re-set any shifted frames, repair spalled or cracked mortar, repair or replace cracked rings, repair leaking joints, clean manholes, pipes and storm inlet inverts of deposited material, remove potential sources of contamination away from inlets and manholes. Remove any obstructions from end sections, reset end sections that have separated from storm pipe, repair scour areas immediately. Replace missing soil with clean fill and replace/install end treatment. Missing riprap armoring will require additional stone, typically one class larger. Additional stone may also be required on the stone weepers to offset settlement and lost stones.
3. All stormwater facility inlet and outlet pipes must be checked semi-annually to ensure there is no blockage from floating debris or ice, especially in front of the dewatering holes and the trash rack on the risers. Any blockage must be removed immediately.
4. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
5. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream stormwater facility. Erosion matting is recommended for repairing grassed areas.
6. No trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.

7. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
8. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
9. If an 8'x8' trench in the bottom of the stormwater facility becomes clogged over time causing the stormwater facility to not drain properly, the homeowner's association can install another 8'x8' trench adjacent to the clogged trench following the detail on the approved plans. Clogged trenches can remain. The approved plan shows a total of five trenches. No other grading or filling of the stormwater facility or berms is allowed, unless otherwise approved by the Village of Summit.
10. To promote more effective pollutant removal, mowing in the drainage ways, detention facilities, and wetland fringe areas should be minimized. If mowing is deemed necessary, the mowing heights should be no shorter than six (6) inches. Restricting any mowing to late summer or autumn will minimize disturbance to ground nesting birds.
11. After vegetation is 70% established, the use of herbicides/pesticides is to be discontinued along the swales & stormwater facility.
12. A yearly inspection is required. An inspection form, as provided by the Village of Summit, must be filled out by a qualified person that represents the Owner. Any needed maintenance or repairs must be documented and scheduled immediately. All maintenance or repairs must be documented, preferably with photographs. The completed inspection form and documentation must be forwarded to the Village Engineer (SEH). Failure to complete the yearly spring inspection will be cause for the Village to inspect the stormwater facility and conveyances, at the Owner's cost, as outlined above.
13. All other repairs or maintenance needed to ensure the continued function of the stormwater facility as ordered by the Village of Summit under the provisions previously listed in this Agreement.

Native Seeding in Proposed Stormwater Facility (From elev. 863 to top inside berm elev. 865)

Weed Suppression Measures:

1st year - Perform spot spray with herbicide to suppress weeds. This should occur approximately every month of the growing season after native plantings have been rough graded.

2nd year - In May/June, mow native plantings at 6" height to suppress the weeds. Perform spot spray with herbicide to suppress weeds. Have professional assess plantings. Repeat mowing native plantings and spot-spray in early July.

3rd year - In May/June, mow native plantings at 8" height to suppress the weeds. Perform spot spray with herbicide to suppress weeds.

4th year - In May, perform a prescribed burn. In June, have a qualified professional assess plantings. If a prescribed burn cannot be utilized, native plantings shall be cut to the ground and all cut material shall be removed and disposed of offsite.

Filter Strips

1. Inspect the filter strips after storm events and repair any gullies that have formed, remove unevenly deposited sediment accumulation that will disrupt sheet flow, reseed disturbed areas, and take other measures to prevent concentrated flow through the filter strip.
2. Apply supplemental nutrients as needed to maintain the desired species composition and stand density of the filter strip.
3. Periodically regrade and reestablish the filter strip area when sediment deposition at the filter strip-field interface jeopardizes its function. Reestablish the filter strip vegetation in these regraded areas, if needed.
4. Invasive plant species shall be managed in compliance with Wisconsin Administrative Code

Chapter NR 40. This may require eradication of invasive species in some cases. The following list of non-native species are typical “problem species” within storm water management area plantings and should be controlled immediately upon introduction to a site (in addition to any species listed as Prohibited by NR-40).

- Canada Thistle Common and Cut-leaved Teasel
- Crown Vetch
- Birds-foot Trefoil
- Everlasting Pea
- Japanese Knotweed
- Leafy Spurge and Cypress Spurge
- Purple Loosestrife
- Spotted Knapweed
- Yellow Sweet Clover and White Sweet Clover
- Wild Parsnip
- Common Reed Grass
- Japanese Stilt Grass
- Reed Canary Grass
- Smooth Brome Grass
- Quack Grass



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

MEMORANDUM

To: Village Board

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

Date: August 6, 2025

Re: Department of Public Works Administrative Report

DPW Crew Activities

Cemetery Activity Summary

- Six burials were completed in July.
- 3 grave sales and 13 deed transfers occurred in July, and one additional grave sale has been made in early August.
- A special Cemetery Board meeting was held on July 22nd at Village Hall.
 - An amendment was made to the Cemetery CIP for 2025 for the purchase of a bagger unit for the cemetery Scag zero-turn mower and two string trimmers. The Grasshopper zero-turn mower was auctioned off, and the funding that was earned for this sale offset the costs of the new equipment.
 - The Cemetery Board approved a Cemetery Rules & Regulations Policy and proposed changes to the Cemetery ordinance and directed staff to bring to the August Village Board meeting for approval.
 - The improvements to the Hill Crest Pet Ossuary were discussed, and staff was directed to complete additional minor site work and to bring options for ossuary signage to a future meeting for consideration.

Equipment Maintenance & Repair

- The Morbark Chipper unit is experiencing issues again. LF George has been unable to identify the source of the problem and is asking the manufacturer to diagnose the unit. They believe that the clutch needs to be repaired or replaced. If it needs to be replaced, the cost may be a few thousand dollars.
- Staff have begun to take the single-axle patrol trucks to Waukesha County for annual PM service and DOT inspections. The brake chamber on the 2014 International was replaced (safety issue).
- The Parks Scag mower was brought to Big Jim's Small Engine to diagnose a power issue and to replace the brakes. The alternator was replaced by Big Jim's, and a faulty electrical relay was also repaired.

- The A/C on the skid loader is not functioning. Staff will look into repairs for this unit in 2026 due to budget constraints for this year.
- The mower trailer needs some fabrication work on the rear gate. This work can be completed in-house.

Park Activities

- DPW staff have started grading out the area around the playground at Village Park. While the weather permits, they will continue to work on the installation.

Friends of Summit Parks Update

- The Friends group met on Monday, July 21st. The following topics were discussed at the meeting:
 - The group plans to fundraise and work towards installing dog waste receptacles and benches this year. Once they have more information (e.g., bench style and material, location), a formal request will be made to the Village Board for approval. If Plan Commission approval is required, staff will advise them of the process.
 - A subcommittee has been set up to complete the group's bylaws and to obtain 501(c)(3) status.
- The next meeting is scheduled for Monday, August 11th at 5:30 p.m. at Village Hall.

Road Maintenance Activities

- Staff continue to address potholes throughout the Village.
- The turnaround on N Hickory Ln was installed by PLM Paving (coordinated by Rogers Memorial). DPW staff will place some shoulder material in some areas around the pavement where there is a drop off, as well as two diamond dead end signs for the end of the turnaround.



- Staff have been working on removing several tree trunks that are located in the right-of-way. Since the chipper is not functioning, this work was not completed fully in July as planned.
- Waukesha County notified the Village that they will be installing the all-way stop at the intersection of CTH BB/N Golden Lake Rd and CTH DR/Delafield Rd the week of August 11th. This project will help mitigate safety issues related to vehicles travelling in the northbound/southbound direction failing to stop and yield to traffic travelling on CTH DR/Delafield Rd. As part of the project, new overhead stop signs with flashing lights will be installed on CTH DR/Delafield Rd. The rumble strips on CTH BB/N Golden Lake Rd will also be filled in, which will alleviate concerns that neighbors have expressed regarding noise.
- DPW staff completed the 2025 PASER evaluation of all Village roads the week of August 4th. Ratings will be updated into the WISLR system, and the road improvements portion of the Village's 5-year CIP will be reevaluated based on current conditions.

Facilities Maintenance

- The Honeywell HVAC unit in the locker room ceiling has been experiencing issues, leaving the locker room and evidence room warmer than desired. Pat's was asked to come in to diagnose the issue and found that a blower belt had been broken. The filter was also pretty filthy, and it was replaced with one that we had in stock. The controls are out of spec, and the unit was reprogrammed to maintain 72 degrees. Pat's tech indicated that he would look up the designed control points and reprogram the Honeywell control at a later time (scheduled for Friday, August 8th).
- Vinyl door numbers have been purchased for the exterior manned doors (to be placed inside and outside) around Village Hall and the DPW Building. The Police Department will have a CSO install the numbers as time allows.

Waukesha County No Parking Regulation Ordinance

The County has approved a No Parking Anytime Regulation Ordinance. The new ordinance restricts parking along CTH B on both sides of the road between CTH P and N Mill Rd. They intend to have the new signage installed by the end of August. An exhibit that depicts the parking restrictions and signage plan has been attached to this summary for reference.

Waukesha County CTH BB and CTH DR/Delafield Rd Intersection Improvements

Waukesha County will be completed the improvements at the intersection at CTH BB and CTH Dr/Delafield Rd to create an all-way stop. The work is anticipated to be completed by August 15th. Electronic sign boards have been posted over the past several days to advise traffic of an upcoming traffic pattern change. A copy of the media release issued by the County is attached for reference. Village staff posted to the Village website, as well.

N Dousman Road Multi-Use Trail Extension Project

Staff continue to work on obtaining formal proposals for easement acquisition services costs and will present to the Village Board for consideration at a future meeting.

2025 Road Improvements Program & Genesee Lake Road Park Parking Lot Project

The road program work has been completed on Delafield Rd and N Dekoven Dr. We Energies was requested to move a utility pole on Dekoven Dr, which was completed in early August.

Wolf Paving still does not have a schedule for beginning the Village Park Parking Lot project as of the date of this report. They have advised that one of their subcontractors is not responding to them regarding the work. SEH and Village staff will be scheduling a meeting with Wolf Paving to address this, as the substantial completion date is quickly approaching.

Staff are working with SEH and Wolf to finish up the punch list items from the 2024 road program so that the retainage can be released (\$14,073.81). Staff requested an update on this work in early August.

Waterville Lake Dam Ownership Update

A separate agenda item has been included on the August 12th Village Board meeting regarding this topic.

Proposed Intersection Improvements at Genesee Lake Rd and STH 67

Village staff reached out to WisDOT to advise them of the Village's future plans for multi-use trail installation in the vicinity of the project and to determine if there are any plans to extend trail facilities south from I-94 as part of this project. WisDOT responded that they will be evaluating options for additional bike facilities along the corridor as part of their process, and they will discuss these further with the Village once their evaluation is complete.

National Fitness Campaign Status

No additional donations have been received for the NFC fitness court campaign. A total of \$11,000 has been donated to date.

Village Safety Program Development & Implementation

Safety Committee Meeting

The next Village Safety Committee meeting is scheduled for August 25th at 9:00 a.m.

NIMS Training Update

All of the DPW staff have fully completed their NIMS training. One Village Trustee has not completed their NIMS courses to date.

DPW Training & Conferences

Director Nash will be attending the APWA PWX Conference in Chicago from August 16th through the 20th. Due to the proximity of the conference to WI, the WI APWA Chapter is sponsoring free bus rides to the conference for front line staff on Monday the 18th. Two DPW employees (Scott and Dan) will be taking advantage of this offer and will attend the equipment expo at the conference.

ATTACHMENTS: CTH B (Valley Rd) No Parking Anytime Regulation Exhibit (Waukesha County)
 CTH BB and CTH DR/Delafield Rd Intersection Conversion to All-Way Stop
 Media Release



CTH BB and CTH DR/Delafield Road Intersection Conversion to All-Way Stop

Waukesha County has completed a safety and operations analysis at the intersection of CTH BB (Golden Lake Road) and CTH DR/Delafield Road in the Village of Summit and will be converting the existing 2-Way Stop to an All-Way Stop on August 11th.

Traffic volumes have increased on CTH BB (Golden Lake Road) which have led to more balanced intersection entering volumes. During the busy AM peak travel period (6:00-9:00 AM), traffic volumes on CTH BB (Golden Lake Road) outpace CTH DR/Delafield Road by 75%. In addition to the changes in traffic, the intersection has experienced four large angle crashes, which are the most serious and most likely to cause serious injuries or fatalities, in the past five years. The All-Way Stop conversion will help prevent the number of future crashes and reduce the severity of any crashes that do occur.

The improvements will include the following:

- The existing two-way stop control will be converted to an all-way stop control
- Advanced warning signs will be installed on CTH DR and Delafield Road to help motorists transition to the new intersection configuration
- Overhead, right-side and left-side stop signs will be installed on CTH DR and Delafield Road to help motorists transition to the new intersection configuration
- New painted stop bars will be installed on CTH DR and Delafield Road
- Vegetation and tree removal will be completed on CTH BB in both the northbound and southbound directions to improve intersection approach sight distances
- Existing rumble strips on CTH BB in both the northbound and southbound directions will be removed

The completion of the conversion on August 11th is subject to weather.





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

MEMORANDUM

To: Cemetery Board

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

Date: August 8, 2025

Re: Discussion and Action on Cemetery Policy and Ordinance Update

PURPOSE:

To present a Cemetery Rules and Regulations policy and updated Ordinance language for review and approval by the Village Board.

BACKGROUND:

Village staff have been working on creating a draft policy and rules document for the Cemetery since 2021, and the Cemetery Board have provided input and direction at several meetings since the initial direction was giving to staff to begin the project. The policy is comprehensive and addresses several procedures and requirements that were not clearly defined in the past.

The Cemetery Board also approved a change to the requirements for end/side wash for foundations in May of 2025. In addition, there were concerns raised by a local monument vendor that the footing depth requirements were not also clearly identified in the ordinance language. The proposed ordinance changes include an update of the end/side wash to six inches in length and width, as well as to add language regarding the construction of foundations.

RECOMMENDATION:

At the July 22, 2025 Cemetery Board meeting, the Cemetery Board approved the Cemetery Rules and Regulations Policy and an update to Village Ordinance Chapter 8, Article II related to the Village Cemetery and authorized staff to bring forward to the Village Board for approval.

ATTACHMENTS:


Village of Summit Policies & Procedures - Cemetery Rules and Regulations (DRAFT)

Village Ordinance Chapter 8 – Cemeteries Article II Village Cemetery (redlined DRAFT)

FISCAL IMPACT:

No additional fiscal impact is anticipated for implementation of this policy or update of the Cemetery ordinance.

RECOMMENDED MOTION: Motion to approve the Cemetery Rules and Regulations Policy and the update to Village Ordinance Chapter 8 Article II Village Cemetery, contingent upon review of the Ordinance language by the Village Attorney.

	Village of Summit Policies & Procedures		
	Subject:	Cemetery Rules & Regulations	
	Initial Date:	8/12/2025	Revised Date:
	Approved By:	Cemetery Board	

PURPOSE

Summit Cemetery is owned and operated by the Village of Summit. In accordance with Wis. Stat. Sec. 157.11 and Section 8-32 of the Village of Summit General Ordinances, the management, care, and financial health of the Cemetery has been delegated to the Cemetery Board. To ensure mutual protection of plot owners and the Cemetery, the following rules and regulations have been adopted by the Cemetery Board. All property owners of interment rights, persons within the Cemetery, and all interment rights sold shall be subject to said rules and regulations. Any reference to these rules and regulations in the contract, deed, or certificate of ownership to interment rights shall have the same force and effect as if set forth in full therein.

These rules and regulations are designed for the protection of Summit Cemetery, as well as, collectively, all owners of burial rights. They are intended not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect and preserve the beauty of the Cemetery.

The Cemetery expressly reserves the right, at any time and without notice, to adopt new rules and regulations or to amend, modify, or repeal any section, paragraph, or sentence of these rules and regulations.

The Rules and Regulations shall be on file at Village Hall located at 37100 Delafield Road, Summit, WI 53066, and copies shall be made available to all new owners and to interested parties upon request.


GENERAL RULES AND REGULATIONS

I. Rules and Regulations of the Cemetery, prices for burial spaces, and services provided are made by the Cemetery Board and approved by the Village Board.

- A. The Village reserves the right, with or without notice to plot owners, to adopt new rules and regulations or to amend, alter, and/or repeal any rule, regulation, and/or article, section, or paragraph contained herein.
- B. Special cases may arise in which the literal enforcement of the rule may impose unnecessary hardship. Subject to approval of the Cemetery Board, the Cemetery reserves the right to make exceptions, suspensions, and/or modifications in any of the Rules and Regulations.
- C. The Village Board, Cemetery Board, and Sexton shall have the authority to enforce all rules and regulations of the Cemetery.

II. Sale and Transfer of Gravesites

- A. Plot and single gravesites are sold on a first come, first served basis.
 - a) A "Plot" consists of 8 gravesites.
 - b) Only the Cemetery Board shall have the right to determine whether a person may acquire more than one plot in the Cemetery.

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- c) Plot owners are encouraged to designate the individual gravesites at the time of purchase.
- B. Gravesites must be paid for in full before a burial takes place. Full purchase price must be paid before a Summit Cemetery Deed is issued.
- C. Purchasers of plots or gravesites acquire the right and privilege of burial and erection of monuments and grave markers subject to the conditions and rules now in force, or which may hereafter be enacted by the Cemetery Board.
- D. Ownership of the Cemetery plots or gravesites shall descend to the owner’s heirs; but any one or more such heirs may convey to any other heir his or her interest in the Cemetery plot or gravesite, per Wis. Stats. §157.10.
- E. All grave owners are required to notify the Cemetery of any change of address. All notices required to be sent shall be sent to the last recorded address and such notices shall be deemed adequate.
- F. All gravesites sold by the Village shall be governed by the laws of the State of Wisconsin (Chapter 157 Disposition of Human Remains) and the Rules and Regulations of the Cemetery as determined by the Village.

III. Resale of Plots


- A. In all cases where a plot, or any part thereof, is transferred from one owner to another, a properly executed deed or completion of a Cemetery Deed Transfer Form must be presented to the Sexton for record before an interment can be made by the owner if written designation of burial rights is not on record with the Summit Cemetery.
- B. For any sale or transfer of a plot or a gravesite from a plot, a sum of \$50.00 will be paid to Summit Cemetery for administrative costs for such a transfer.

IV. Long-Term Care

- A. Long-term care fees are included with the purchase of all Cemetery plots or gravesites.
- B. Long-term care services performed by the Village include grass mowing and trimming, road maintenance, and leveling and reseeding of sunken graves and markers.
- C. Long-term care does not include repair or replacement of markers, monuments, and foundations.
- D. The Village Clerk/Treasurer serves as ex-officio commissioner of the Cemetery fund.

V. Interments


- A. To open a grave, the person ordering the same must contact the Sexton with the request.

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- B. Notice of impending burial must be given to the Sexton no less than three (3) business days from the date of burial. For example, a Monday burial at 10:00 a.m. would require notice by 10:00 a.m. the previous Wednesday. Exceptions may be granted by the Sexton.
- C. No interments shall be allowed until the space, perpetual care, and opening/closing costs have been paid in full. All graves will be prepared by the Village or their contractor.
- D. No person, except someone acting under direction of the Village, shall dig any grave within a Cemetery owned and operated by the Village.
- E. Funeral homes must be licensed by the State of origin and provide final disposition on out of state burial transit permits.
- F. Depth of a grave for a full burial shall be at least four feet deep for an adult and for a child.
- G. No human remains may be buried in a Cemetery gravesite except the human remains of one having interest in the Cemetery gravesite, or a relative, except by consent of all persons having an interest in the Cemetery gravesite, per Wis. Stats. §157.11.
- H. All interments in gravesites shall be restricted to persons designated by the gravesite owner. If an order is presented for the interment of a person not a member of their immediate family, written authorization from the gravesite owner must be filed with the Sexton.
- I. Interment of two full burials in one gravesite will not be allowed except in case of parent and infant, or in the cast of twin infants (up to 12 months). Interment of two (2) cremains in one gravesite will be allowed where there is not full burial. Interment of one (1) cremains and one conventional full burial is allowed. An additional opening fee will apply in cases of multiple interments within the same gravesite. Only one monument per gravesite is allowed, plus the addition of one flat marker in the event that there are multiple interments.
- J. Interment of cremains shall be allowed within cremation monuments specifically designed to hold cremation urns for ashes or personal columbarium niches, provided the monument or personal columbarium meets requirements of Section IX. A maximum of two interments per grave site, regardless of whether they are interred in the grave or within a monument or personal columbarium on top of the grave, shall be allowed.

VI. Disinterment

- A. No removal of a body from the Cemetery shall be made except by written approval to the Cemetery Board, and presentation of a legal permit granted by the County Coroner and the approval of the grave owner or next of kin. No disinterment shall be allowed without following all applicable State Statutes.
- B. The Village is not responsible for any damages to the vault as a result of disinterment. A disclaimer must be signed in advance by the gravesite owner or next of kin.
- C. All applicable fees must be paid in advance by the permit holder.


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VII. Vaults

- A. All burials, except cremains, must be in a concrete vault.
- B. The handling and sealing of vaults must be performed by a skilled professional contracted by or on behalf of the gravesite owner.
- C. Cremains must be placed within a gravesite or niche and reduced to particle size pursuant to Wis. Stats. §440.80(2)(a) and (b).

VIII. Decorating Gravesites


- A. The placing of cut flowers or plastic flowers over individual graves shall be permitted; however, the Village shall not be responsible for the care of such flowers or the containers that they are placed in. Further, the Village shall be permitted to remove, without notice, all flowers, real or artificial, that, in the opinion of the person in charge of maintenance of the cemetery, require removal.
- B. No plants, including annual flowers, perennials, shrubs, and trees can be planted in the ground without written permission of the Sexton. Trees and shrubs are prohibited within the gravesites.
- C. No digging or fertilization of the grave spaces is allowed.
- D. The following decorations are not permitted unless authorized by the Cemetery Board: toys, mementos, figurines, lighting, border edging, fencing, benches, rocks, gravel, bricks, and mulch.
- E. All shepherd hooks must be placed as close as possible to the left or right side of the marker or monument. The basket must hang over the marker or monument as not to encroach over adjacent grave sites or inhibit cemetery maintenance activities.
- F. No standing easels, except for holiday wreaths, are allowed.
- G. No decorations can infringe upon the adjacent gravesites.
- H. Urns and vases must be placed next to either side of the cemetery marker or monument on the foundation and within the protected marker or monument row.
- I. Artificial flowers should be in good taste and of a construction which will not deteriorate in the elements.
- J. Fresh cut flowers should be removed by plot owners when they wilt and become unsightly. All funeral flowers left at the grave shall be removed from the Cemetery when they start to deteriorate.
- K. Fresh flower arrangements and artificial flowers must be put in durable containers. Glass, ceramic, china, or other fragile vases are not permitted.
- L. Styrofoam constructed decorations and vases are prohibited.
- M. Annual flowers and perennials must be planted in urns or vases constructed of granite, dark marble, cement, painted cast iron, or durable plastic.

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- N. All urns and vases must be kept in good condition. Iron vases must be properly painted. Broken or unpainted vases will be removed by the Village.
- O. Vases or urns that are not planted for three consecutive years will be removed and disposed of by the Village.
- P. Prohibited plants include rose bushes, irises, lily of the valley, and perennials that have thorns or require special care.
- Q. Grave blankets are prohibited.
- R. The Village is not responsible for the theft or damage of any items placed on a gravesite.
- S. Waste receptacles are provided for the deposition of waste, litter, weeds, decayed flowers, and plants.
- T. All unauthorized decorations will be removed and discarded without notice. The Village is not responsible for these items.
- U. The Village has the right to remove or trim any tree or shrub situated on any grave which becomes, by means of its roots, branches, condition, or in any other respect, detrimental to the adjacent plots, roads, or general appearance of the grounds. Trees or shrubs may also be removed or trimmed which restrict access to grave sites for burial purposes.
- V. The Village has the right to remove any plants that are planted in the ground or landscape decorations which do not conform to the Cemetery Rules and Regulations.
- W. Spring Cleanup – All decorations must be removed no later than March 15th of each calendar year.
- X. Fall Cleanup – All artificial or annual flowers, including containers, must be removed by October 1st of each calendar year.
- Y. The Village is NOT responsible for reimbursement for any plants or decorations removed by Cemetery staff or damage by the maintenance crews.

IX. Monuments and Markers


- A. Gravesite owners are encouraged to contact the Cemetery Sexton regarding procedures prior to ordering or setting of any marker or monument.
- B. All gravesites require a Cemetery marker or monument within one year of burial except by special exception by the Sexton.
- C. Only those markers and monuments authorized by the Village shall be permanently placed on any gravesite.
- D. All private contractors performing marker and monument work within the Cemetery must be pre-approved by the Village.
- E. All plot or gravesite fees must be paid before placement of markers or monuments.
- F. Installation of markers by private contractors requires notice of at least three (3) business days.

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- G. Only one marker or monument is allowed at each grave, except as allowed in Section V(I).
- H. Single markers or monuments for future interments may be installed.
- I. A monument that spans across two graves is permitted where adjacent gravesites are owned by the same person or written approval of both gravesite owners is received. If a single monument that spans across two graves is desired, the foundation must conform to all applicable requirements of Section IX(M).
- J. Markers or monuments that span across three or more grave sites are not allowed.
- K. No marker or monument, and no portion of any vault or tomb which is above ground level, shall be constructed of limestone or any artificial material.
- L. All markers and monuments on a plot should be in a straight line and parallel to the boundary line of the plot.
- M. **Foundations** for markers and monuments shall conform to the following specifications and installation requirements:
 - a) No foundation shall be placed upon unprepared fill material, organic soil, alluvial soil, or mud, unless the load will be supported.
 - b) Foundations to be formed and poured white concrete, or precast white concrete, with 6-inch end wash with 6-inch side wash.
 - c) All foundations shall be constructed of a minimum of 8 inches in depth of concrete and level.
 - d) Single grave site foundation installations shall meet the following requirements:
 - i. Width of a foundation on a single grave site may not exceed 48 inches and must adhere to 6-inch grave edge setback and side/end wash requirements.
 - ii. Foundations that will support one monument plus one flat marker that is flush with the ground, as permitted by Section V(I), may be installed provided the 6-inch grave edge setback and side/end wash requirements are met.
 - e) Foundations that span across two grave sites that are permitted under Section IX(I) shall meet the following requirements:
 - i. Width of a foundation over two grave sites must be centered between gravesites and may not exceed 70 inches and must adhere to 6-inch grave edge setback and side/end wash requirements.
 - f) The Village reserves the right to require a large foundation when the weight of the structure demands it. Cement foundation or pylon style supports shall be provided where weight of the monument dictates.
 - g) In no case shall the foundation of the monument be constructed closer than 6 inches from the edge of the grave site.
 - h) All fill material and waste must be disposed of by the installer at an off-site location unless other arrangements are approved by the Sexton.

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- i) Driving on graves or grass is not permitted, unless permission by the Sexton is granted.
 - N. **Markers** are a smaller memorial option that are constructed of a single piece of granite that sits flat or with a slight angle to the ground.
 - a) No single marker shall be more than 24 inches or less than 8 inches in width. Markers must be of one-piece construction.
 - O. **Monuments** are a larger memorial option that is generally constructed of two pieces of granite: a “Base” and a “Die.” Any stone more than twelve inches thick will be considered a monument. Monuments shall conform to the following specifications and installation requirements:
 - a) The base for a single grave site shall not exceed 36 inches in width.
 - b) The base for a monument that spans across two grave sites that are permitted under Section IX(l) shall not exceed 58 inches in width, except by special permission granted by the Cemetery Board Chairperson.
 - c) No monument shall not be over 5 feet in height above ground level, except by special permission granted by the Cemetery Board Chairperson and with approval from the Village Plan Commission.
 - d) A monument “Die,” or top, shall not exceed the length or width of the base.
 - e) No vertical joints are allowed in the monuments.
 - f) No building up or underpinning of chips, spoils, cement, or other materials will be allowed.
 - g) All horizontal joints shall be sealed completely on all monuments.
 - P. The Village shall have the right to prevent the delivery, erection, or setting of any marker or monument whenever weather and ground conditions could impair the results or damage the grounds.
 - Q. The Village may prevent the erection or installation of any structure which is deemed detrimental to the general appearance or safety of the Cemetery. The Village shall have the right to remove any such structure.
 - R. All turf restoration will be the responsibility of the monument installer and shall be performed within five (5) business days of monument erection, depending on weather conditions. Winter burials will require restoration the following spring when weather and ground conditions permit.
- X. Cemetery Rates**
- A. Cemetery charges and fees applicable to the use and maintenance of the Summit Cemetery are reviewed periodically by the Cemetery Board and approved by the Village Board by resolution. Rates are subject to change and are not guaranteed.
 - a) For a copy of the most recent Cemetery Fees and Charges, please visit the Village’s website at www.villageofsummitwi.gov/cemetery/ or contact the Sexton at (262) 567-2422.

	Village of Summit Policies & Procedures		
	Subject:	Cemetery Rules & Regulations	
	Initial Date:	8/12/2025	Revised Date:
	Approved By:	Cemetery Board	

- B. Rates include gravesites and long-term care.
- C. No service will be performed by the Village until all fees are paid in full.
- D. Payment for gravesite opening must be paid for a minimum of two (2) full business days prior to burial, unless permission is granted by the Cemetery Sexton.
- E. An additional opening fee will apply where two interments are permitted within one gravesite.

XI. General Rules


- A. Cemetery staff shall have the right to enter upon or use any adjoining plot(s) and/or gravesite(s) to carry out duties as to interments, erection of monuments or markers, etc. without prior notice to the plot/gravesite owner.
 - a) Cemetery staff will take all reasonable precautions to protect gravesite owners and their property within the Cemetery from loss, damage, or injury, but shall not be responsible for any loss, damage, or injury.
- B. No person shall drive or move any vehicle within the Cemetery except over a roadway open for vehicular traffic, or obstruct any path or driveway within a Cemetery open to vehicular traffic.
 - a) No person shall use the Cemetery grounds or any driveway therein as a public thoroughfare or drive any vehicle through said grounds except for purposes of making deliveries in the Cemetery or visiting any grave site.
 - b) All vehicles, their drivers and passengers, and all other persons, while within the grounds, shall be subject to the direction of the Cemetery management.
- C. Cemetery grounds are open for visitation from sunrise to sunset.
- D. The speed limit on all Cemetery roads is 15 mph.
- E. All pets must be on a leach no longer than six (6) feet in length and under control of the owner. Pet owners are required to curb their pet and dispose of waste in the waste receptacles.
- F. Recreational walking, running, and bicycling are allowed on paved surfaces only.
- G. The Village will not be responsible for the loss or damage of any article or object left in any part of the Cemetery.
- H. Bringing alcoholic beverages or illegal drugs into the Cemetery is strictly prohibited.
- I. Erecting booths or stalls, selling, peddling, soliciting, advertising, and the distribution or placing of any advertisement, signs, or notices is prohibited on Cemetery grounds.
- J. The feeding of wildlife is strictly prohibited.
- K. Cemetery staff are not permitted to do any work for the plot/gravesite owners or family members except upon order by the Sexton and are required to be courteous to all visitors.

	Village of Summit Policies & Procedures		
	Subject:	Cemetery Rules & Regulations	
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	Approved By:	Cemetery Board	

- L. Persons visiting the Cemetery or attending funerals are prohibited from picking flowers, wild or cultivated, breaking or injuring any trees, shrubs, or plants, or from writing upon, defacing, or injuring any memorials, fences, or other structures within Cemetery grounds.
- M. The throwing of waste and litter on the drives and paths or on any part of the grounds or buildings is prohibited. Receptacles are provided for the deposit of litter, weeds, and decayed flowers and plants.
- N. During the progress of any burial services, all work in the immediate vicinity shall cease and quiet/silence shall prevail.

XII. Contractor Procedures

- A. All contractors performing work within the Cemetery must carry liability insurance at levels determined by the Village. Certificates of Insurance must be on file with the Sexton.
- B. Contractors and others having work to do in the Cemetery must advise Cemetery management prior to commencing work.
- C. Materials for any work shall not be sent to the Cemetery unless accompanied by someone in authority who has knowledge of its use and destination.
- D. Persons engaged in placing vaults, monuments, or other structures in the Cemetery are prohibited from attaching ropes to monuments, trees, shrubs, or other objects, without consent from the Sexton.
- E. The Sexton is given the legal right to prevent the erection of any structure or to remove any structure which they shall deem injurious to the general safety of Cemetery visitors or staff, or that is detrimental to the appearance of the Cemetery or the adjoining plots.
- F. All contractors performing monument and marker work within the Cemetery must be pre-approved by the Village.
- G. Moving Cemetery monuments or any heavy material over any path, plot, or part thereof, shall only be done with the consent of the Sexton. The ground and turf must always be protected by a heavy plank.
- H. The obstruction of drives and paths during construction, or when material is being delivered, must be avoided whenever possible.
- I. Contractors must remove all trash and excess materials immediately after completing marker and monument work. The gravesite and surroundings must be restored to their original condition by or at the expense of the person, firm, or corporation having the work completed.
- J. Employees of contractors are expected to act with such decorum and respect as the occasion and premises demand.
- K. Contractors shall be responsible for all damages to the Cemetery facilities, including, but not limited to, markers, monuments, roads, paths, trees, shrubbery, and flowers.

	Village of Summit Policies & Procedures		
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L. All turf restoration must follow guidelines set forth in Section IX(R).

REVISION HISTORY

08/12/2025 Initial publication.

DRAFT

ARTICLE II. VILLAGE CEMETERY¹

Sec. 8-19. Definitions.

As used in this chapter, the following words and phrases will have the following meanings, unless a context clearly indicates a different meaning:

Cemetery means the village cemetery.

Person means any person, firm or corporation.

Resident means a resident of the Village of Summit, Waukesha County, Wisconsin.

Village cemetery means the cemetery owned by the village, located on the north side of Delafield Road in the SE section of the SE 1/4 of section 15.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-20. Applicability of village laws.

All provisions of the village ordinances now in force or hereafter enacted, relating to and defining public offenses in the village, shall, insofar as applicable, be in full force and effect in the cemeteries.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-21. Unlawful entry.

It shall be unlawful for any person or persons, other than duly authorized officers, officials or employees of the village, to enter into or be upon the cemetery grounds of the Village during the time after sunset and before sunrise any day without first obtaining the permission of the sexton of the Village of Summit. It shall further be unlawful at all times for any person to enter or leave the grounds other than by the established and open entrances or gateways.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-22. Trespass.

It shall be unlawful for any person to trespass upon lots and graves of the village cemetery, provided however that this section shall not be construed to prohibit any person having lawful business in the cemetery in connection with improvement thereof or persons visiting the graves of relatives or friends from being in said cemetery in accordance with the rules.

¹Editor's note(s)—Ord. No. 22-2014, § 1, adopted July 3, 2014, repealed the former Art. II., §§ 8-19—8-31, and enacted a new Art. II as set out herein. The former Art. II pertained to similar subject matter and derived from Code 2006, §§ 97-1—97-7, 97-9—9713, 97-15; Ord. No. 288-09, 6-4-2009.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-23. Operation of vehicles and parking.

No person shall drive or move any vehicle within the cemetery except over a roadway open for vehicular traffic, or obstruct any path or driveway within a cemetery open to vehicular traffic. No person shall use the cemetery grounds or any driveway therein as a public thoroughfare or drive any vehicle through said grounds except for purposes of making deliveries in the cemetery or visiting any grave site.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-24. Grave decorations.

The placing of cut flowers or plastic flowers over individual graves shall be permitted; however, the village shall not be responsible for the care of such flowers or the containers that they are placed in. Further, the village shall be permitted to remove, without notice, all flowers, real or artificial, that, in the opinion of the person in charge of maintenance of the cemetery, require removal.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-25. Rubbish; debris.

It shall be unlawful for any person to dispose of any rubbish, trash, waste materials, litter, or debris of any kind in the village cemetery.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-26. Property damage.

No person shall remove, molest, injure, mar, deface, throw down or destroy any headstone, monument, survey marker, corner marker, tomb, vault or mausoleum, or decoration on any cemetery lot in said cemetery, or open, disturb or molest any grave or place of burial therein. This shall not prohibit acts by village officers and employees, or public officials, in carrying out their duties.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-27. Trees and shrubs.

It shall be unlawful for any unauthorized person to plant any tree or shrub in the cemetery except those approved by the village sexton. It shall be unlawful for any unauthorized person to cut down, injure, break or destroy any tree, shrub or other plant growing in the cemetery or to pick or cut any flower or decorative plant except as authorized by the cemetery rules.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-28. Ownership of lots.

The Village of Summit has heretofore formally administered the village cemetery, having appointed a board of trustees. It is the intent of the village board to continue to plat the cemetery additions if necessary pursuant to §

157.07, Wis. Stats., and to hereafter convey platted lots pursuant to § 157.08, Wis. Stats. Ownership shall be as follows:

- (1) Lot ownership is not limited to residents or property owners in the Village of Summit. The sale of lots shall be coordinated by the sexton. Payment in full shall be made to the village prior to any burial in a grave. No cemetery lot owner shall transfer a lot or part of a lot to any person without approval by the Sexton and transfer shall not be effective until said approval is granted in writing. [Amended 7-3-2014 by Ord. No. 22-2014]
- (2) An administrative charge per transfer shall be charged to defray the administrative costs of the village in accomplishing such a transfer. The charge per transfer may be reviewed periodically by the village board and/or cemetery board and changed by the village board if the circumstances so warrant.
- (3) Multiple ownership of lots shall be at the discretion of the ~~Sexton~~Cemetery Board.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-29. Fees and charges.

The village board shall from time to time, by resolution, establish a purchase price of the lots and/or perpetual care and establish the price for charges such as opening and closing.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-30. Lot improvement and care.

Section 157.11, Wis. Stats., is hereby adopted by reference and the terms thereof shall apply to the improvement and care of lots within the village cemeteries, so far as applicable. If a perpetual care fund is established by the village board, § 157.50(6), Wis. Stats., shall control the administration of said fund.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-31. Markers.

- (a) All graves are to be marked with a permanent marker within one year after burial.
- (b) All markers or stone monuments must meet the following requirements:
 - (1) In the Pabst Addition and all that part directly north of said addition and east of said addition markers must be flush with the ground and may be either of granite or bronze. All markers shall have an extension of base of white cement around the marker of at least seven inches in length and five inches in width to aid in the care of said lot.
 - (2) In all other parts of the cemetery all markers shall have an extension of base of white cement around said marker or monument of at least ~~eight~~six inches in length and six inches in width to aid in the care of said lot. All foundations shall be constructed of a minimum of 8 inches in depth of concrete and level.
- (c) Placement, repair and/or maintenance of markers and/or monuments shall be under the direction of the sexton. The village board, superintendent, sexton or other designee shall have constable powers to enforce all rules and regulations of Summit Cemetery.
- (d) Trees or shrubs may be planted only with permission and may be limited by the Sexton.

(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-32. Trustees.

- (a) The cemetery board of trustees shall consist of three individuals, including the village president or appointed village board member and two appointed by the village president subject to confirmation by the Village Board of the Village of Summit.
- (b) The term shall be for three years except that the first of those appointed shall serve for one year, one for two years and one for three years. The term of the trustee position occupied by the village president or appointed village board member shall be for two years. Vacancies shall be filled for the unexpired terms of members whose terms have become vacant. The village president may appoint, for a term of three years, an alternate who shall act with full power only when a member of the board refuses to vote because of a conflict of interest or when a member is unable to participate at a hearing.
- (c) Members may be removed for cause by the village president upon written charges. The village president shall designate one of the members chairperson and the members shall designate such other officers as it feels necessary. The cemetery board of trustees shall adopt written rules consistent with this chapter. The village president may appoint a village resident as Secretary of the cemetery board and may appoint additional personnel if the circumstances so warrant. The secretary and additional personnel shall have voting privileges. [Amended 8-6-1992]
- (d) Meetings of the cemetery board of trustees shall be held at the call of the chairman and at such other times as the trustees may determine. All meetings shall be open to the public subject to the exceptions contained in Ch. 19, Wis. Stats. Minutes shall be kept showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official action, all of which shall be immediately filed in the office of the village board.
- (e) The cemetery board of trustees shall have the powers as delineated in Ch. 157, Wis. Stats., and as amended.
(Ord. No. 22-2014, § 1, 7-3-2014)

Sec. 8-33. Treasurer.

The village treasurer shall act as treasurer for all funds generated by the operation of the village cemetery and shall issue all checks for obligations thereof. (Added 2-4-1993 by Ord. No. 190)

(Ord. No. 22-2014, § 1, 7-3-2014)



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

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

MEMORANDUM

To: Village Board

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

Date: August 6, 2025

Re: Discussion and Action on Jurisdictional Transfer of Segment of Pabst Farms Blvd within the Village of Summit to the City of Oconomowoc

PURPOSE:

The City of Oconomowoc has formally requested that the Village Board reconsider a jurisdictional transfer of the segment of Pabst Farms Blvd within the Village of Summit to the City of Oconomowoc.

BACKGROUND:

At the February 7, 2025 Village Board meeting, action was taken to conditionally approve the design and construction of an intersection on Pabst Farms Boulevard that bisects the municipal boundary with shared private roadways/drives that serves four parcels along either side of the municipal boundary between the Village of Summit and the City of Oconomowoc.

Part of the initial request was for the Village to consider a jurisdictional transfer of the segment of Pabst Farms Blvd that is currently the responsibility of the Village to the City. Ultimately, the Village Board determined that they would not approve the transfer at this time and opted to enter into an intermunicipal agreement for the traffic signal maintenance and any additional infrastructure associated with the new intersection.

City Administrator Frye has submitted a formal request asking the Village Board to reconsider the jurisdictional transfer of this segment of road. A memo prepared by Administrator Frye is attached outlining the request (attached).

RECOMMENDATION:

Please refer to the attached memorandum and attachments. If a jurisdictional transfer is desired, the Village Board may consider conditioning approval upon completion of all improvements related to the proposed intersection that bisects the municipal boundary and provides shared access to the Costco parcel and the Village of Summit parcel to the east.

ATTACHMENTS:

City of Oconomowoc Memorandum – Request for Jurisdictional Transfer of the Village’s Portion of Pabst Farms Boulevard (dated August 5, 2025)

Costco Aerial Site Plan (dated May 14, 2025)

Staff Memorandum from March 13, 2025 Village Board Meeting –
RE: Discussion and Action on Jurisdictional Transfer of Segment of
Pabst Farms Blvd within the Village of Summit to the City of
Oconomowoc (dated March 6, 2025)

FISCAL IMPACT:

In the event that the Village Board decides to transfer jurisdiction of the segment of Pabst Farms Blvd to the City of Oconomowoc, future road maintenance and repair costs will become the responsibility of the City. There are also legal review fees anticipated for review of ordinance/agreement information.

RECOMMENDED MOTION:

Motion to conditionally approve the jurisdictional transfer for the segment of Pabst Farms Boulevard within the Village municipal boundary to the City of Oconomowoc, subject to approval from all objecting and approving bodies, to be completed after the installation of all improvements related to the intersection that bisects the municipal boundary with shared private roadways/drives: The City of Oconomowoc, the Village of Summit, and the Wisconsin Department of Transportation shall approve a jurisdictional transfer of the segment of Pabst Farms Blvd within the Village municipal boundary that transfers jurisdiction of the above described roadway and associated right-of-way to the City of Oconomowoc as required by State Statute.



MEMORANDUM

CITY ADMINISTRATOR

Date: August 5, 2025

To: Village of Summit Board

From: Mark Frye, Oconomowoc City Administrator

Re: Request for Jurisdictional Transfer of the Village's Portion of Pabst Farms Boulevard

BACKGROUND

The lands on the north and south side of Pabst Farms Boulevard between CTH P (Sawyer Road) and the southeast corner of the City are within the Village of Summit. The jurisdiction of the street along the frontage of the parcels also resides with the Village of Summit. In March of this year, the Village Board approved the concept of having shared access driveways for the parcels in the Village straddle the City/Village border versus installing separate access driveways for each parcel. This allows for a signalized intersection for traffic control for those entering or leaving the future businesses.

Kamron Nash, Village Public Works Director, did an excellent job in her March 6, 2025, memo providing information and exhibits for this. Her memo is attached.

ADDITIONAL ANALYSIS

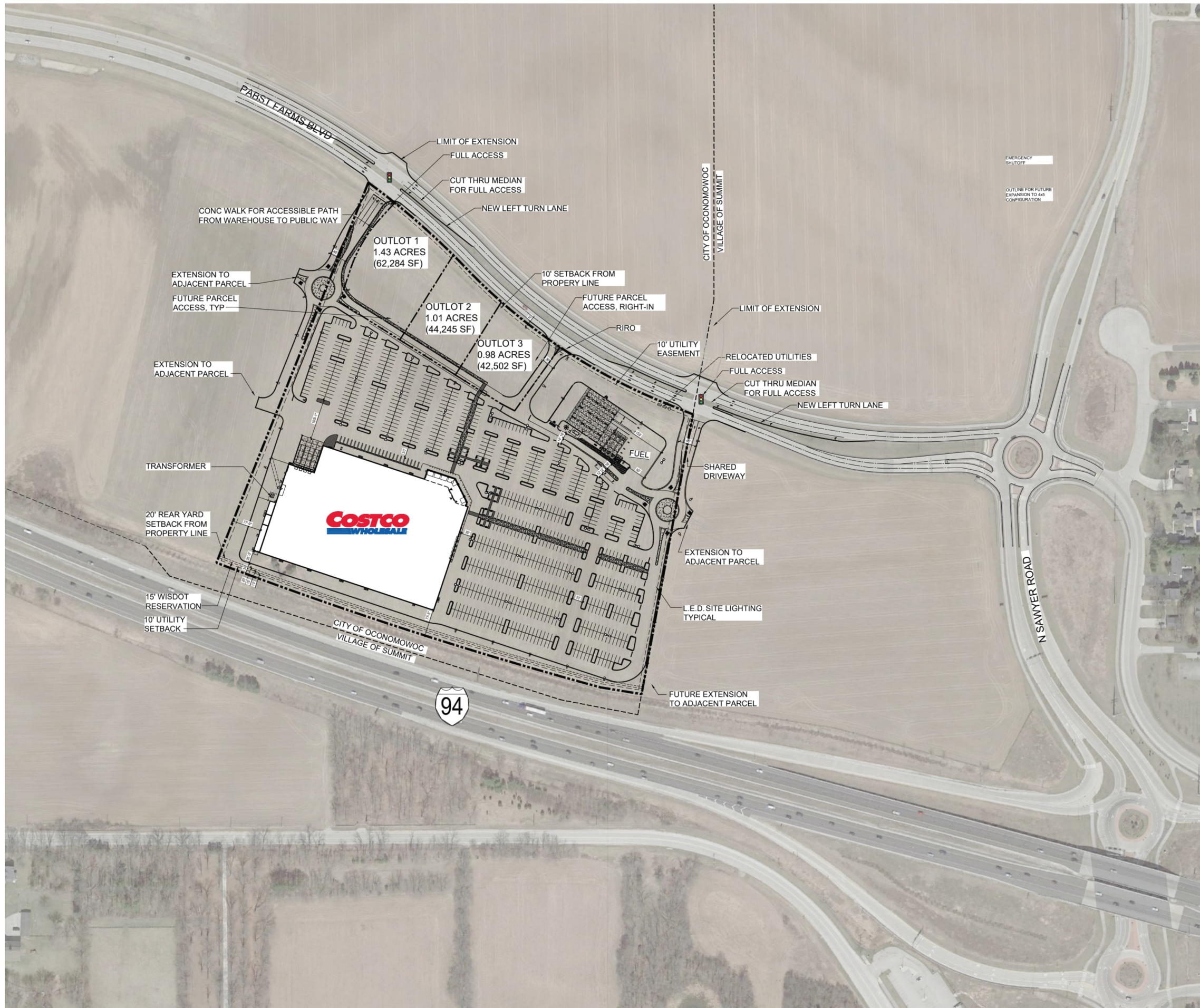
The City is requesting the jurisdictional transfer of the Village's portion of approximately 800 feet of Pabst Farms Boulevard. Approving this would allow just one municipal entity to be responsible for the signalized intersection. It would eliminate issues for our Police Departments, as just the City would be responsible for responding to accidents and enforcement of the traffic laws in this area.

Excerpt from Kamron's memo, "Staff believe that the jurisdictional transfer of the segment of Pabst Farms Blvd between the Village/City limit and the CTH P roundabout would benefit the Village by eliminating maintenance, repair, and resurfacing on the roadway. It would also eliminate the need for an intermunicipal agreement related to the infrastructure of the new intersection at the municipal boundary."

The main reasons to maintain jurisdiction would be access to Pabst Farms Boulevard and traffic control. The agreement to utilize shared driveways for access to the Village parcels with a signalized intersection removes the need for jurisdiction. A concern was raised regarding a possible right-in right-out access to the Village parcels in the future. The City would agree to allow such access upon approval by the DOT for their construction.

CLOSING

We believe the concerns associated with providing the jurisdictional transfer from the Village to the City have been addressed. Access to the parcels in the Village is by way of shared driveways at a signal controlled intersection. Future access to these parcels could take place with DOT approval. The benefit to the City is the traffic signals are in one municipality versus two. Our Police Departments benefit with clear responsibility for accidents and traffic enforcement. The Village would eliminate future operations and maintenance cost.



PROJECT DATA

CLIENT: COSTCO WHOLESALE
730 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS: SWC OF N SAWYER RD
& PABST FARM BLVD
OCONOMOWOC, WI

SITE DATA:

TOTAL SITE AREA: 23.26 ACRES (1,013,267 SF)

INCLUDES:

COSTCO SITE AREA:	19.81 ACRES (864,236 SF)
OUTLOT 1:	1.43 ACRES (62,284 SF)
OUTLOT 2:	1.01 ACRES (44,245 SF)
OUTLOT 3:	0.98 ACRES (42,502 SF)

JURISDICTION: CITY OF OCONOMOWOC

ZONING: TO BE DETERMINED

SETBACKS:	<u>REQUIRED</u>	<u>ACTUAL</u>
FRONT:	TBD	FRONT: 245'-0"
SIDE:	TBD	SIDE: 77'-9"
REAR:	TBD	REAR: 71'-0"

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA: 161,552 SF

INCLUDES:

NET SALES FLOOR	153,820 SF
GROSS MECHANICAL / FIRE / MSB	2,265 SF
NET ENCLOSED VESTIBULE	3,559 SF
BUILDING ENVELOPE	1,908 SF

PARKING DATA:

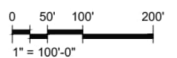
TOTAL PARKING: 904 STALLS

INCLUDES:

⊙ 10' WIDE STALLS	886 STALLS
⊕ ACCESSIBLE STALLS	18 STALLS

NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: 5.60 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.



24-5743-01
MAY 14, 2025

CONCEPT
SITE PLAN

DD12-08

COSTCO WHOLESALE

OCONOMOWOC, WISCONSIN

AERIAL SITE PLAN

EXHIBIT C

MAY 14, 2025



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: March 6, 2025

Re: Discussion and Action on Jurisdictional Transfer of Segment of Pabst Farms Blvd within the Village of Summit to the City of Oconomowoc

PURPOSE:

To revisit a request from the City of Oconomowoc for the Village Board to consider a jurisdictional transfer of the segment of Pabst Farms Blvd within the Village of Summit to the City of Oconomowoc.

BACKGROUND:

At the February 7, 2025 Village Board meeting, action was taken to conditionally approve the design and construction of an intersection on Pabst Farms Boulevard that bisects the municipal boundary with shared private roadways/drives that serves four parcels along either side of the municipal boundary between the Village of Summit and the City of Oconomowoc.

Part of the initial request was for the Village to consider a jurisdictional transfer of the segment of Pabst Farms Blvd that is currently the responsibility of the Village to the City. Ultimately, the Village Board determined that they would not approve the transfer at this time and opted to enter into an intermunicipal agreement for the traffic signal maintenance and any additional infrastructure associated with the new intersection.

On February 20th, Administrator Michael, President Riley, and City Administrator Frye met at City Hall to discuss a variety of topics. During the meeting, Administrator Frye requested that the Village reconsider the jurisdictional transfer.

The following information was provided at the meeting with regard to the proposed transfer:

Jurisdictional Transfer of Pabst Farms Blvd within Village

There has been some confusion regarding the jurisdiction of the segment of Pabst Farms Blvd in the Village between the City/Village limit and the roundabout at N Sawyer Rd. WisDOT has confirmed that any local segments of roadways that are constructed as part of a state project do not require a formal jurisdiction transfer from WisDOT and that the segment of Pabst Farms Blvd is considered to be under Village of Summit jurisdiction.

The City has also expressed interest in taking over jurisdiction of the Village's segment of Pabst Farms Blvd. Currently, the City plows the roadway up to the roundabout. By taking over jurisdiction of this segment, a separate agreement would not be required for traffic signals and other intersection infrastructure at the proposed intersection. In order to accomplish this, a Right-of-Way Jurisdictional Transfer will need to be adopted by the City, Village, and WisDOT. WisDOT technically owns the land upon which the roadway was built, as it was deeded to the Department by Pabst Farms. WisDOT confirmed that this transfer would not require boundary changes for either municipality.

The main benefit to maintaining jurisdiction of the roadway by the Village would be to have control over access points to parcels. If the Village Board approves the shared access and intersection construction, this control will not be an issue for the two Village parcels since the access would already be planned and constructed as part of the Parcel XI development. Transfer of jurisdiction to the City would eliminate the need for future maintenance, repair, and resurfacing of the roadway by the Village.

RECOMMENDATION:

Staff believe that the jurisdictional transfer of the segment of Pabst Farms Blvd between the Village/City limit and the CTH P roundabout would benefit the Village by eliminating maintenance, repair, and resurfacing on the roadway. It would also eliminate the need for an intermunicipal agreement related to the infrastructure of the new intersection at the municipal boundary.

ATTACHMENTS:

Entrance Exhibits (completed by developer of Parcel XI of SE Development of Pabst Farms Blvd)

Business Park Conceptual Layout Plan

Certified Survey Map for Village of Summit Properties

FISCAL IMPACT:

In the event that the Village Board decides to transfer jurisdiction of the segment of Pabst Farms Blvd to the City of Oconomowoc, future road maintenance and repair costs will become the responsibility of the City. There are also legal review fees anticipated for review of ordinance/agreement information.

RECOMMENDED MOTION:

Motion to approve the jurisdictional transfer for the segment of Pabst Farms Boulevard within the Village municipal boundary to the City of Oconomowoc, subject to approval from all objecting and approving bodies, to be completed prior to the completion of all improvements related to the intersection that bisects the municipal boundary with shared private roadways/drives: The City of Oconomowoc, the Village of Summit, and the Wisconsin Department of Transportation shall approve a jurisdictional transfer of the segment of Pabst Farms Blvd within the Village municipal boundary that transfers jurisdiction of the above described roadway and associated right-of-way to the City of Oconomowoc as required by State Statute.

REC'D MAR 19 2024

4254132



CERTIFIED SURVEY MAP NO. 11510

BEING A DIVISION OF PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11 AND PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

PREPARED BY:

TRIO ENGINEERING, LLC
12660 W. NORTH AVENUE, BLDG. "D"
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

OVERALL DETAIL SHEET

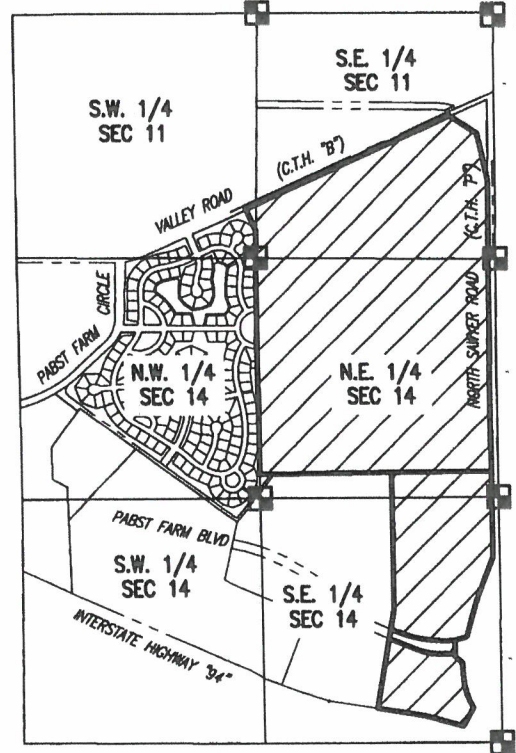
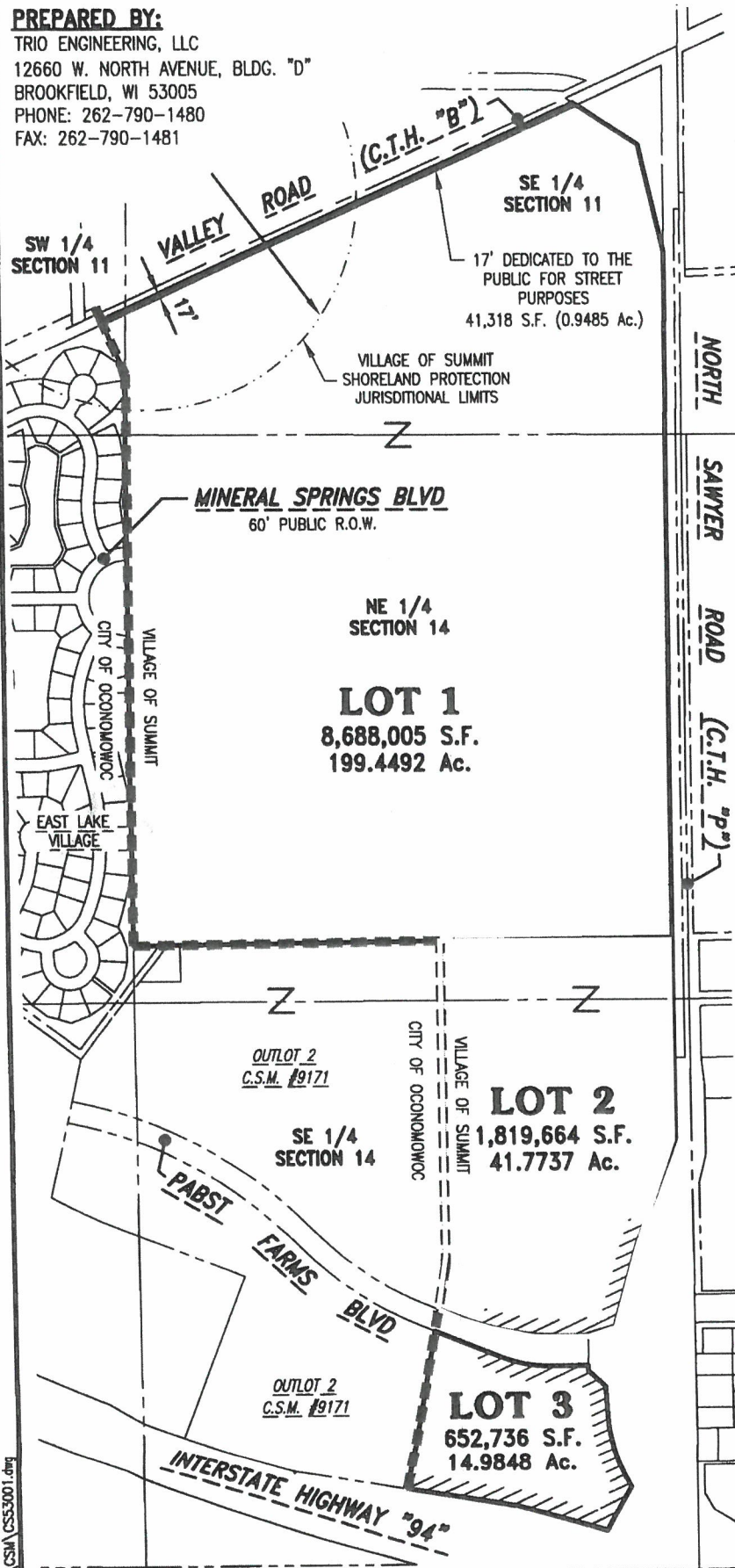
OWNERS:

PABST FARM LAND COMPANY R, LLC
P.O. BOX 508
RICHMOND, IL 60071

PABST FARM LAND COMPANY C, LLC
BOX 508
RICHMOND, IL 60071

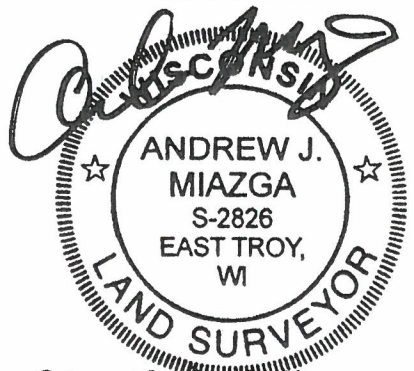
NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE EAST LINE OF THE N.E. 1/4 OF SECTION 14, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°05'25"E.

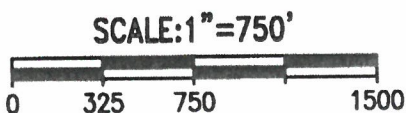


LOCALITY MAP:

S.E. 1/4 & S.W. 1/4 SEC. 11,
ALL OF SECTION 14
T. 7 N., R. 17 E.
SCALE: 1"=2000'



REV. 12-21-2016



DEMOTES NO ACCESS
(SEE SHEET 3 OF 10)

DRAFTED THIS 5th DAY OF JULY, 2016
THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, S-2826

JOB NO. 16-014-953-01
SHEET 1 OF 10



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

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

MEMORANDUM

To: Village Board

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

Date: August 6, 2025

Re: Discussion and Action on Request for New Driveway Width Variance for 1612
Yardley Court

PURPOSE:

The property owners of 1612 Yardley Ct have made a formal request to obtain a variance for a driveway width that exceeds the maximum allowable width at the outer edge of the road for single-family residential properties.

BACKGROUND:

Variance Approval Process

In early April 2024, the Village Board adopted ordinance changes related to private driveways. The ordinance states the following with regard to variances:

“The Village Board may vary any of the requirements where the peculiar nature of the property or the design of the road makes the rigid adherence to the above standards impossible or impracticable, provided that any such variances do not create undue impairment of safety and utility of the street and/or do not adversely affect the rights of adjacent property owners or tenants.”

Property Construction History

1612 Yardley Ct is a new home construction that was issued final occupancy in 2025. A ROW Permit was not obtained by the builder or the property owner for any of the driveway work that was completed. Ordinarily, a permit will be pulled for a curb cut and installation of a temporary aggregate driveway by the builder at the beginning of a new home construction project. The Building Inspector will generally advise the builder of this requirement when the building permit is issued, and the impervious surface would be reviewed by the Village Planner or the Building Inspector (depending on property location). The plat of survey that was approved by the Village includes a driveway width that is under 24' and meets ordinance requirements.

Once the new home construction is completed, the owner or their driveway contractor is required to pull a permit for the final driveway surface installation. This requirement would normally be noted on the initial permit for the temporary driveway.

The DPW Crew Leader spoke to the contractor performing the curb cut in late 2024. At that time, the contractor was advised that the maximum width of the opening should be no more than 24'. The Crew Leader also asked if they had a ROW Permit, and the contractor responded that he did not know since he was only the contractor working for the builder. Since staff was on site, they verified the width of the opening that had been marked to be cut to be 24'.

After the final occupancy was issued, the property owner contracted with a company to install the concrete driveway. They did not obtain a ROW Permit for the work. It appears that the contractor recut the curb to make the curb opening wider before they poured the driveway. The final driveway opening width is now 32' at the edge of the road. In addition, the driveway opening is now closer to the neighboring property's driveway at 1610 Yardley Ct than in the initial layout approved.



Variance Request & Impervious Surface Review

Staff noticed the newly installed driveway in July of 2025 and spoke with the property owner about the change to the approved plans and lack of permitting. They stated that they were not aware of the permitting requirements, but they are willing to complete an after-the-fact ROW Permit. They also wish to maintain their driveway width at 32' and are requesting a variance from the Village Board.

Since additional impervious surface was installed outside of what was initially approved, the Village Planner was asked to review. She indicated that the property is large enough to accommodate the additional concrete and that impervious surface requirements should not be exceeded, but the property owner should provide an updated survey that depicts the new driveway layout for the property file. If the Village Board approves the width variance, the property owner will provide the updated survey and complete the ROW Permit.

RECOMMENDATION:

In the past, variance requests for driveway width generally have been evaluated using the following questions/criteria to make a determination:

What length of time has the driveway existed in its current state?

If the driveway has existed prior to Village incorporation (pre-2010) and the answers to questions 2, 3, and 4 below are NO, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made. If the driveway was installed in 2010 or later, the driveway should be replaced to comply with current ordinance requirements.

o 1612 Yardley Ct - The driveway is a new construction that did not exist prior to 2024/2025.

2. **Is the driveway located in an area where hazardous conditions exist or does the driveway create any potential safety hazards in its current state (e.g., located on a curve, obstructed view of driveway from roadway, proximity to other driveways, narrow lot widths, volume of road traffic/speed limit)?**

If YES, the driveway should be brought into compliance with existing ordinance requirements to mitigate safety concerns. If NO, and no additional criteria are met that would require a driveway retrofit to comply with ordinance requirements, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made or a change in use occurs.

o 1612 Yardley Ct - The driveway is at the end of a low-volume cul-de-sac and does not pose any significant safety hazards to the traveling public as constructed. DPW staff may wish to mark the edge of the driveway in the winter to ensure that plows do not deviate into the apron and gouge the curbing on the north side of the driveway.

3. **Is there any significant work outside of a simple asphalt overlay or mill and asphalt overlay required on the driveway (e.g., does the driveway base and/or culvert need to be replaced, is the driveway location or layout changing)?**

If YES, the driveway should be required to be brought into compliance with current ordinance requirements. If NO, and no additional criteria are met that would require a driveway retrofit to comply with ordinance requirements, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made or a change in use occurs.

o 1612 Yardley Ct – The driveway is full concrete construction, as is required by ordinance for roads with curb and gutter. If the driveway width is required to be maintained at no more than 24', the property owner will be required to saw cut and remove the excess concrete in the apron and approximately 8' of concrete curb will need to be replaced.

4. **Has there been or will there be a change in use of the existing driveway (e.g., is the driveway no longer serving a structure or parking area, has the property type changed, is the number and/or type of vehicles changing)?**

If YES, the driveway should be required to be brought into compliance with current ordinance requirements, including the potential removal of a driveway approach that no

longer provides access for vehicles to something definite on private property as defined by ordinance. If NO, and no additional criteria are met that would require a driveway retrofit to comply with ordinance requirements, consideration may be given to allow the driveway to remain in legal, non-conforming status until future improvements are made or a change in use occurs.

- o 1612 Yardley Ct – No change in use has occurred or is planned in the future. The new driveway serves a 3-car garage, and the grade of the driveway is relatively steep.

ATTACHMENTS: Email Correspondence from Jeff Melcher RE: 1612 Yardley Ct Driveway Variance (dated July 17, 2025)

1612 Yardley Court Plat of Survey (Approved by Village in 2024)

FISCAL IMPACT: N/A

RECOMMENDED MOTION: To be determined, based on Village Board direction. If the Village Board approves a variance for driveway width at the road for 1612 Yardley Ct, it is recommended that the motion for approval is contingent upon providing an updated survey that meets impervious surface requirements and submitting an after-the-fact ROW Permit.

Kamron Nash

From: Jeff Melcher
Sent: Thursday, July 17, 2025 11:55 AM
To: Kamron Nash
Cc: Jeff Melcher
Subject: Re: 1612 Yardley Ct Driveway Variance

Kamron,
I plan to attend the Village Board meeting.

Thank you.

On Jul 17, 2025, at 11:47 AM, Kamron Nash <pwdirector@villageofsummitwi.gov> wrote:

Hi, Jeff.

Thank you for the follow up email and request. Before you ask Land Surveys Inc. to complete the plat of survey revision, let's take this to Village Board for approval. I don't want you to put additional cost on you until the Board determines if you can maintain the existing driveway as installed. In the event that they do approve, we can condition the approval on getting the new survey completed and submitting the after-the-fact ROW Permit.

I will place this on the Village Board agenda for consideration at the August 14th meeting. The meeting begins at 6:30 p.m. here at Village Hall. You are welcome to attend – the Village Board may wish to ask you questions. However, your attendance is not mandatory.

Thank you,

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

<image001.png>

From: Jeff Melcher <jmelcherwi@gmail.com>
Sent: Thursday, July 17, 2025 11:43 AM
To: Kamron Nash <pwdirector@villageofsummitwi.gov>
Cc: Jeff Melcher <jmelcherwi@gmail.com>
Subject: 1612 Yardley Ct Driveway Variance

Kamron,
Thanks for talking with me earlier today.

I have a call into Land Surveys Inc. to get the plat of survey revised to show the driveway as built.

Please forward the form that I need to complete to request a variance. My preference is to keep the driveway as-is (32' wide at the street).

My apologies that the Village's process was not followed.

Attached is a picture of the driveway that I took this morning.

I'll let you know when the Plat of Survey revision has been completed.

Jeff Melcher

<image002.jpg>

Plat of Survey

★ APPROVED PLAN ★
(Amy)

Property Description:

Lot 6, NEWBRIDGE CROSSING, being all of Lot 1 of C.S.M. No. 6840, located in Government Lots 3 and 4 of Section 24, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	80.00'	65.44'	63.64'	S 05°40'51" E

Notes:

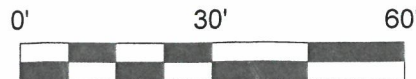
- A title commitment has not been provided and this parcel may be subject to, or benefit from, easements or agreements, written or otherwise, not shown hereon.
- Outside diameter measured on all monuments.
- () Indicates recorded as bearings and dimensions.
- Proposed elevations shown on this drawing are suggested grades and should be verified by the owner and/or the builder and approved by the building inspector.
- Contractors must verify at least two benchmarks shown hereon.
- Field work completed on 03-12-24.
- Building Setbacks
Front = 20'
Side = 10'
Rear = 20'

Benchmark (BM) 1: Top of Rebar, Elev.=916.11'
Benchmark (BM) 2: Top of Rebar, Elev.=915.59'

LEGEND

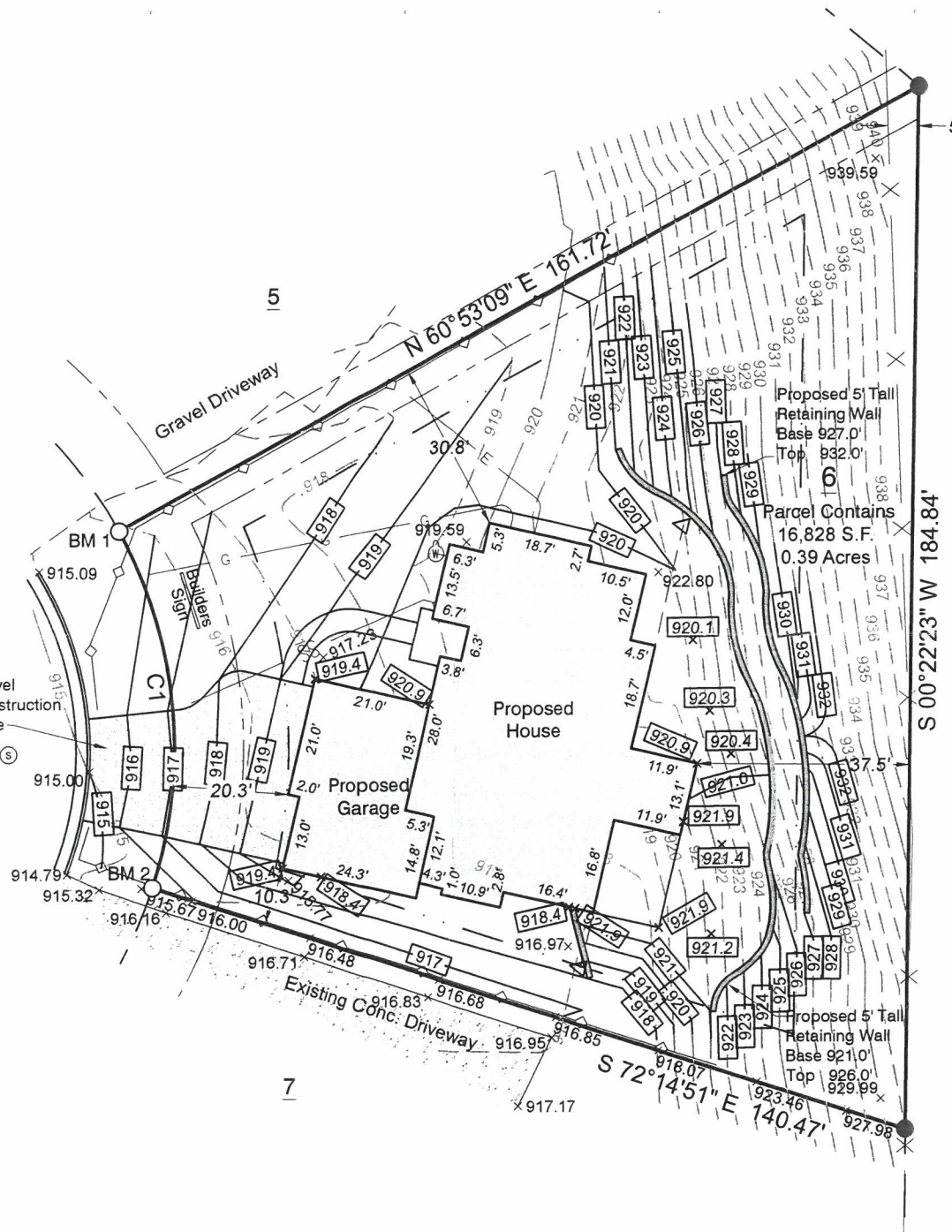
- △ 10' Offset
- ⊕ Well
- Utility Pedestals
- ⊙ Sanitary Manhole
- 3/4" Iron Rod Found
- 3/4"X18" Iron Rod Set
- × 733.57 Existing Spot Grade
- × [735] Proposed Grade
- [735] Proposed Contour
- 735 Existing Contour
- - - Building Setback Line
- SD Proposed Sump Drain
- W Proposed Water Line
- SS Proposed Sewer Line
- G Proposed Gas Line
- E Proposed Electric Line
- ◇ Proposed Silt Fence
- × Split Rail Fence

Graphic Scale 1" = 30'



Suggested Top of Wall: 922.60'/921.60'
Suggested Garage Floor: 919.75'
Suggested Final Yard Grade: 921.9' / 920.9'
Suggested Top of Footing: 912.60'
(Assuming 10'/9' Poured Wall-check plans)
Sewer invert elevations to be verified by sewer contractor

Proposed Impervious Building: 2,384 S.F. (14%)
Proposed Impervious Other: 1,173 S.F. (7%)
(Diveway, Sidewalk, Porch/Patio, Retaining Walls)
Total Proposed Impervious: 3,557 S.F. (21%)

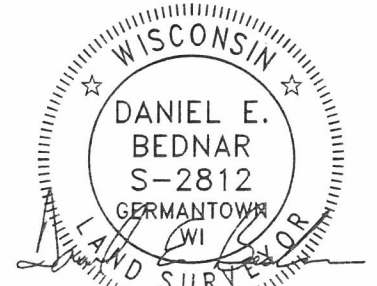


LAND SURVEYS INC.

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

SURVEYORS CERTIFICATE

I hereby certify that we surveyed the property described above and that the map is a true representation thereof and shows the size and location of the property, its exterior boundaries. Said survey meets the minimum standards for property surveys of the Wisconsin Administrative Code (A-E7) and the map hereon is correct to the best of my knowledge and belief. This Survey is solely for the use of the present owners of the property at the date below.



Dated this 14th Day of March, 2024:
Daniel E. Bednar S-2812

REVISIONS

- 04-04-24 to adjust retaining wall
- 05-10-24 to adjust grades
- 05-21-24 revise walls, adjust grades
- 05-24-24 revise walls, adjust grades
- 06-18-24 add impervious areas
- 06-19-24 add spot grades
- 07-15-24 adjust contours
- 07-25-24 adjust spot grades/st. name

PREPARED FOR:

Victory Homes of Wisconsin, Inc.
N118W18531 Bunsen Dr
Germantown, WI 53022

MELCHER RESIDENCE

BEARINGS ARE REFERENCED TO
NEWBRIDGE CROSSING
EAST LINE
LOT 6
BEARS S 00°22'23" W

Drawn By: PL Job# 24084

Sheet 1 of 1



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

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

MEMORANDUM

To: Village Board

From: Chief Michael Hartert

Date: July 22, 2025

Re: Donation

BACKGROUND: In May of 2024, an attempted homicide and armed robbery occurred at the Dousman House Tavern. A Summit Officer was able to arrest the suspect within 10 minutes. The collective investigative team put together a solid case which led to the suspect pleading guilty and the avoidance of a prolonged trial.

The owner of the tavern, Bryant Johnson, was grateful and wanted to make a donation to the Department. He teamed up with Peter Tourville, who is the president of the Wisconsin Masonic Foundation, to donate an Automated External Defibrillator (AED) and fire suppression tools.

ATTACHMENTS: Photos.

FISCAL IMPACT: None.

RECOMMENDED: Motion to allow the Police Department to accept the donation of an AED and Fire Suppression Tools.





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

MEMORANDUM

To: Village Board
From: Chief Michael Hartert
Date: August 4, 2025
Re: Police Commission Bylaws

BACKGROUND: Recently I was made aware of the 'Bylaws of the Board of Police Commissioners'. This document doesn't appear in our ordinances and is likely a stand-alone document meant to guide the Police Commission. I noted that it was adopted by the Commission in 2011.

I've consulted with the Police Commission and we've made some amendments. After sending it to Attorney Macy, further amendments were made.

ATTACHMENTS: Proposed redline Bylaws; Attorney Macy's Comments; My recommendations.

FISCAL IMPACT: None

RECOMMENDED: At this time, I'm recommending that the Village Board review the document and give me feedback. I will then review all the changes with the Police Commission and come back with a final copy for Board approval in September.

Chief's Response to Attorney Macy's Review

- 1 The Bylaws that had been in our Village Code were adopted in 2011 by the Police Commission. There was no note of the Village Board having any review. This would be a Village Board policy decision.
- 2a Based upon State Statutes, I believe these appointments should be made by the Village President. We will likely need to update the Charter Ordinance.
- 2b Village Board Decision.
- 2c Village Board Decision.
- 2d These qualifications have always (at least since I've been here) been decided by the Police Commission with no input from the Village Board. The only reason that this is coming up now is because the provision was found in the Police Commission Bylaws. I recommend removing it and leaving these matters to the Police Commission.
- 3 The custodian should be the Police Commission Secretary or their designee.
- 4a State Statute 62.13(1) requires that: 'The mayor shall annually, between the last Monday of April and the first Monday of May, appoint in writing to be filed with the secretary of the board, one member for a term of 5 years.'

I recommend that we align the Police Commission members with this mandate. Further, I see no term limits in State Statutes, nor is there the 'senior member' requirement to be the president. Therefore, I recommend that the Commission elect its own officers, who will serve as stated in Section 1.3 *Qualifications and Term*.
- 4b All terms start as stated in 4.4 *Term of Office*.
- 4c Practice is that the Police Chief prepares the agenda with the approval of the Commission President. My suggestion would be to amend 4.5 and 3.5 to make the responsible party the Commission President or designee.
- 5 I was aware of that recommendation in the Handbook. That is why I revised section 1.5.5 to state that if a Commissioner is going to file charges, an outside investigator shall be appointed. This removes the Commission from the investigation.
- 7 Ironically, this revision of the Bylaws is being presented to the Village Board (see Attorney Macy's Legal Review 1) for comment, but this is not required in the Bylaw itself. This will be a Village Board Decision as stated in (1) above.

Municipal LAW
& LITIGATION GROUP

DALE W. ARENZ (1935-2022)
DONALD S. MOLTER, JR. (Retired)
JOHN P. MACY
H. STANLEY RIFFLE (Court Commissioner)
ERIC J. LARSON
REMZY D. BITAR

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
Facsimile (262) 548-9211
Email: jmacy@ammr.net

PAUL E. ALEXY
MATTEO REGINATO
LUKE A. MARTELL
SAMANTHA R. SCHMID
CHRISTOPHER R. SCHULTZ
LUCAS C. LOGIC
GREGORY M. PROCOPIO
BENJAMIN T. CROCKETT
ADAM J. MEYERS
SAVANNA M. GAIN
JAIME L. STAFFARONI
HAILEY R. LIPINSKI

STEPHEN J. CENTINARIO, JR.

July 23, 2025

Michael Hartert, Police Chief
Village of Summit
37100 Delafield Road
Summit, WI 53066

**Re: Police Commission Bylaws
Legal Review**

Dear Mr. Hartert:

I received the above-referenced Police Commission Bylaws and your request that I review and comment on the same. I have had an opportunity to carefully consider this matter.

Enclosed please find a revised draft of the Bylaws, which I to be self-explanatory. Based upon my review, I have the following comments, questions, concerns and recommendations in this regard.

1. Generally. I recommend that the Village Board also have the opportunity to review, offer input on, and approve police commission bylaws before any substantive revisions or amendments are put into effect. I have added language to this effect in Article XI of the Bylaws. Please ensure this change matches the Village's intent.

Additionally, at various points, the Bylaws quote direct language from Wis. Stat. §62.13. There is nothing inherently wrong about this, but the Village should be aware that if the statutes are amended in the future and the language changes, the Bylaws will also have to be amended. It is sometimes simpler to refer to and incorporate the relevant statutes that are being used in the Bylaws.

2. Article I.
 - a. Section 1.2. Wis. Stat. §61.65(3g)(d)3 states that appointments to the board of police commissioners "are not subject to confirmation by a village board of trustees unless required by ordinance." Pursuant to Wis. Stat. §61.65(3g)(d)2, appointment powers lie with the Village President.

Village Charter Ordinance 1.08(D)(2)a. states that the commission members shall be "appointed by the village board" as does Section 1.2 of the bylaws. I believe the

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Michael Hartert
July 23, 2025
Page 2

delegation of such appointment powers to the Village Board is preempted by the Wisconsin State Constitution and Wis. Stat. §62.13(2), which advises that police and fire commissions are matters of “statewide concern” and should be uniformly regulated. The Village will need to consider as a policy matter whether appointments shall be made by the Village President, subject to Village Board approval or whether it will continue to have the Village Board make such appointments.

- b. Section 1.3.2. This section requires commission members to be residents of the Village or one of the communities serviced by the Village Police Department for the duration of their term. However, it does not contemplate what happens if a commission member is from one of the serviced communities, but during that member’s term the contract for service ends. Will that member be required to vacate their position or remain through the duration of their term. The Village should consider this as a policy matter.
- c. Section 1.3.4. There is no limit to the number of terms a Commission member may serve. The Village should consider whether it wants to limit the number of terms.
- d. Section 1.5.3 and 1.5.4. These sections state that qualifications for appointed Chiefs, entry level and non-entry level positions are within the province of the Village Board. However, Wis. Stat. §62.13(4)(c) and (d) state that the Board of Police Commissioners shall provide rules that address the necessary qualifications for such positions. I have revised this language to state that the Commission will set such qualifications, subject to Village Board approval. Please ensure this change matches the Village’s intent.

Additionally, these sections do not explicitly state what the qualifications for these positions or the appointment/selection process entails. Wis. Stat. §62.13(4)(c) requires the Commission to adopt rules that provide for:

[E]xamination of physical and educational qualifications and experience, and may provide such competitive examinations as the board shall determine, and for the classification of positions with special examination for each class. The board shall print and distribute the rules and all changes in them, at city expense.

I have added statutory language clarifying that creation of the list of eligible candidates for appointment includes an examination of physical and educational qualifications and experience. The Village should consider whether it wishes to include greater detail in the Bylaws as to the application, examination and hiring procedure or the qualifications for the same.

3. Article II.

- a. Section 2.3. This section addresses public records; however it does not designate who is the legal custodian of public records for the Commission. Based on the language of Section 4.7, it appears the Secretary of the Commission is designated the responsibilities for public records. If that is the case, I recommend the

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Michael Hartert
July 23, 2025
Page 3

Secretary be clearly designated that responsibility and have revised this section to that effect. Please ensure this matches the Village's intent.

Additionally, the Village should ensure that this section and delegation of authority to the Secretary is consistent with the Village's public records ordinances, policies, and schedule.

4. Article IV.

a. Section 4.3.

- i. This section requires a Commission that a meeting occurs in May of each year for the election of officers. However, it is not specific as to any date the meeting must occur. There is also no specification in the Bylaws that meetings will occur on a regular basis (i.e., the first Tuesday of every month). Please ensure the Commission meets this requirement.
- ii. The President of the Commission may not serve in that role for subsequent terms. Please ensure this matches the Village's intent. This section also specifies that unless the office is declined, the most senior member of the Commission shall serve as President. This creates a potential conflict and would force the incumbent President to decline the position if they remain the most senior member of the Commission.

Additionally, this section does not contemplate what happens in the event the most senior member declines the office of President but was then elected by the other members of the Commission. I have added language clarifying that if the most senior member declines the President's office, they cannot be elected. Please review this language to ensure it matches the Village's intent.

- iii. I also have some concern regarding the use of the term "most senior" as it is not defined. I interpret this to mean the Commission member with the longest tenure on the Commission and have revised this section accordingly. Please ensure that my revisions match the Village's intent.
 - iv. Finally, this section does not specify whether the ballot is to be done by secret ballot in accordance with Wis. Stat. §19.88(1). I interpret this as meaning the vote will not be a secret ballot. Please ensure this matches the Village's intent.
- b. Section 4.4. Only the President's term of office is specifically listed as starting immediately upon election. Are the offices of Vice President and Secretary intended to be treated differently in this regard? I have revised the language of this section such that each Officer immediately starts serving their position after election. Please ensure this matches the Village's intent.
- c. Section 4.5. This section makes the Commission President responsible for posting the notice for all meetings in accordance with Open Meetings law. This creates potential conflict between Section 4.5 and Section 3.5, where Section 3.5 states

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Michael Hartert
July 23, 2025
Page 4

the Secretary is responsible for distributing agendas of meetings in accordance with Wisconsin Open Meetings Law and that the Commission shall post its agendas on a bulletin board in Village Hall.

The Village should clarify who specifically will be responsible for posting notices of its meetings and the procedure for the same, including the notification of news media.

5. Article VI.
 - a. Section 6.3.3. The Handbook for Wisconsin Police and Fire Commissioners generally recommends against the Commission or a Commission member to be a party that files a charge, due to concerns of bias. This Section provides for the removal or recusal of Commission members if there is a conflict of interest, but the Commission should be wary of this issue and extremely careful if it decides to investigate or issue charges, as the Commission serves in a quasi-judicial capacity and need to ensure it does not engage in any ex parte investigation of charges or that it otherwise become impartial in any manner.
 - b. Section 6.13.1. As written this section requires a decision to be made within 7 days of a hearing. However, Wis. Stat. §62.13(5)(f) requires that findings and determinations “shall be filed within 3 days” of a hearing. I have revised this section accordingly.
6. Article VII. Section 7.2 has been revised to clarify that the Village President may issue charges against the Chief, in accordance with the provisions of Wis. Stat. §62.13(5)(j) and §61.65(3g)(d)2.
7. Article X. It is unclear how exactly an amendment or revision of the Bylaws would occur. This Article does not specify whether changes must be done by majority vote of the Commission members. I recommend further detail be included in this section and that any amendment be subject to majority vote approval of the Commission at a regular or special Commission meeting. I have revised the language of this section, please review it to ensure that it matches the Village’s intent.

If you should have any questions or concerns regarding these matters, please do not hesitate to contact me.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

John P. Macy

John P. Macy

JPM/LCL/ko
Enclosure

Cc: Debra Michael, Village Administrator-Clerk/Treasurer

~~Board Commission~~ that he/she must attend the next ~~Board Commission~~ meeting or provide notice of their absence. For subsequent consecutive unexcused absences, the ~~Board Commission~~ is not responsible for notifying the member. Where a member has had three (3) consecutive un-excused absences, the ~~Board Commission~~, at a duly notice and convened meeting, may declare the member's position on the ~~Board Commission~~ as vacant, and will so notify the member. The member may, within ten (10) days of receipt of such notice, file with the Village ~~clerk~~ Administrator a notice of appeal, in which event this issue will be determined by the Village Board under State law.

1.4.4 Any member may resign effective upon giving written notice to the President of the Village Board.

1.4.5 Members may be removed from office in accordance with the laws of Wisconsin and these Bylaws.

1.4.6 Vacancies on the ~~Board Commission~~ will be filled by the President of the Village Board.

1.5 Authority and Powers. The ~~Board Commission~~, under Section 62.13, Wisconsin Statutes, has the following powers:

1.5.1 Appoint, suspend, or remove the Chief of Police for the Village of Summit Police Department (hereinafter "Police Chief") and—Establish a selection process for appointment. ~~{Qualifications for these positions are the province of the Village Board.}~~

1.5.2 Approve appointments of subordinates made by the Police Chief.

1.5.3 Establish selection process and an eligibility list for entry level positions (Police Officer). For the establishing of such list, the ~~Board Commission~~ shall adopt and may repeal or modify, rules calculated to secure the best service in the department in accordance with Section 62.13(4), Wisconsin Statutes, which shall include the examination of physical and educational qualifications and experience. ~~{Qualifications for these positions, as set by the Commission, are subject to approval by the province of the Village Board.}~~

1.5.4 Establish a selection process and an eligibility list for other than entry level positions in the Police Department only when said positions are not filled by promotion. (The Police Chief shall make the determination as to whether qualified individuals are eligible for promotion.) For the establishing of such list, the ~~Board Commission~~ shall adopt, and may repeal or modify, rules calculated to secure the best service in the departments in accordance with Section 62.13(4), Wisconsin Statutes, which shall include the examination of physical and educational qualifications and experience. ~~{Qualifications for these positions, as set by the Commission, are subject to approval by the province of the Village Board.}~~

1.5.5 Hear an appeal from a subordinate who has been suspended by the

Police Chief, and who requests a hearing.

~~1.5.6~~ Hear charges filed against the Police Chief or charges filed by the Police Chief against a subordinate. May also hear charges filed by a member of the Board Commission, the Board Commission as a body or any aggrieved person, and determine whether there shall be a penalty. If a penalty is appropriate, the Board Commission is authorized to impose only one of the following four penalties: suspension, reduction in rank, suspension and reduction in rank, or removal. If the Board Commission or a member of the Board Commission is going to file charges, ~~the Board Commission or the member can conduct an investigation which may lead to the filing of charges. (Although this function does not appear to conflict with the power to file charges, it has constitutional implications. Should the Board or member conduct an investigation and make a finding of probable cause, it may be unable to act as an objective decision maker.)~~ the Commission shall appoint an outside investigator who will present the facts which may lead to the filing of charges.

1.5.7 Make rules for the administration of the disciplinary appeal review process.

ARTICLE II OFFICE AND ADMINISTRATION; SERVICE OF PROCESS, FILINGS AND RECORDS

2.1 Office and Administration. The Village will provide administrative services for the Board at:

Village of Summit
37100 Delafield Road, Summit, WI 53066

2.2 Service of Process and Filings. Service of process and filings shall be at the Village Hall designated in Article 2.1. The Village Administrator or his their designee may accept service of process and filings on behalf of the Board Commission.

2.3 Records. Records shall be maintained at the Village Hall and are subject to Wisconsin's Public Records Law. The Secretary shall be the legal custodian of the Commission's records, as further described in Section 4.7.

ARTICLE III MEETINGS AND OFFICERS

3.1 Place of Meetings. Board Commission meetings shall be held at the Village Hall, ~~2911 North Dousman Road, Oconomowoc,~~ 37100 Delafield Road, Summit, Wisconsin 53066.

3.2 Meetings. The Board Commission shall endeavor to meet at dates and times determined by the Board Commission.

3.3 Open Meetings Law. Meetings shall be conducted in accordance with the State of Wisconsin's Open Meetings Law.

3.4 Special Meetings. Special meetings of the **Board Commission** may be called by the President, by any two (2) officers, or by three (3) members.

3.5 Meeting Agendas. The following provisions shall govern the giving of notice for meetings of the **Board Commission**:

The Secretary of the **Board Commission**, or designee thereof, will distribute ~~written~~ agendas of its regular and special meetings to its members in accordance with the Wisconsin Open Meetings Law. The agenda may be delivered personally, by first class mail, equivalent private delivery service, by facsimile machine, and/or through electronic mail, and shall state the place, date and time of the meeting and the matters proposed to be considered or acted upon at the meeting. If a member cannot be found, the agenda may be delivered by leaving the agenda at the member's usual place of abode. The **Board Commission** shall post agendas of its regular and special meetings on a bulletin board in the Village Hall.

~~A copy of the agenda will be sent to the Chief, the Village President, Village Administrator and Village Attorney and to the news media as provided for by Wisconsin's Open Meetings Law.~~

3.6 Quorum For Meetings. A quorum of the **Board Commission** shall consist of a majority of the **Board Commission** Members.

For purposes of determining a quorum, an unfilled vacancy of the **Board Commission** shall reduce the **Board Commission** membership by one (1) until such vacancy is filled.

No business shall be considered by the **Board Commission** at any meeting at which the required quorum is not present, and the only motion which the President shall entertain at a meeting without a quorum is a motion to adjourn.

3.7 Majority Action As Board Action. Every act or decision done or made by a majority of the members present at a meeting duly noticed and convened at which a quorum is present is the act of the **Board Commission**, unless these Bylaws, or provisions of law, require a greater percentage or different voting rules for approval of a matter by the **Board Commission**. There shall be no vote by proxy.

3.8 Conduct of Meetings. Meetings of the **Board Commission** shall be presided over by the President; or, if no such person has been so designated, or in his or her absence, by the Vice President; or, in the absence of each of these persons, by a member chosen by a majority of the members present at the meeting. The Secretary of the **Board Commission** shall act as secretary of all meetings of the **Board Commission**, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

The rules contained in the current edition of Robert's Rules of Order shall govern the **Board Commission** in all cases to which they are applicable and in which they are not inconsistent with these Bylaws, provisions of law, and any special rules of order the board may adopt.

3.9 Order of Business. The regular order of business of the **Board**

Commission, where applicable, shall be:

3.9.1 Roll call.

3.9.2 Minutes of preceding meeting(s).

3.9.3 Citizen comments on matters relative to the agenda and within the jurisdiction of the **Board Commission**. (Limit: Five (5) minutes per citizen.)

3.9.4 Police Department reports.

3.9.5 Communications received.

3.9.6 Appointments and promotions.

3.9.7 Whatever business the **Board Commission** deems relevant.

3.9.8 Other regular business as authorized by law.

3.9.9 Closed session to review appointments and promotions.

3.9.10 Reconvene into open session.

3.9.11 Meeting dates and agenda items.

3.9.12 Adjournment.

3.9.13 Notice that those who required special accommodations in order to attend the meeting are to contact the Police Chief reasonably in advance so that reasonable accommodations can be made.

3.10 Floor Privilege. Except for the citizen comment portion of the agenda, only **Board Commission** Members shall have the right to speak at **Board Commission** meetings. The **Board Commission** may, in its sole discretion, allow anyone else present to speak at the **Board Commission** meeting, but only to the extent of, and subject to any parameters established by the **Board Commission**.

ARTICLE IV OFFICERS OF THE **BOARD-COMMISSION AND THEIR DUTIES**

4.1 Officers of the **Board Commission**. The officers of the Board shall consist of a President, Vice President, and a Secretary.

4.2 Eligibility For Office. All members of the **Board Commission** shall be eligible to hold office.

4.3 Election of Officers. At a ~~Board Commission~~ meeting held in May of each year, the ~~Board Commission~~ shall elect from among its members its officers: President, Vice President and Secretary, as necessary. The ~~most senior longest tenured~~ member of the ~~Board Commission~~ shall serve as President, unless the ~~most senior longest tenured~~ member of the ~~Board Commission~~ declines to serve as President, in which event the President shall be elected by vote except that the declining longest tenured member may not be elected President, following shall apply. Voting for the election of officers shall be by voice vote, unless there is more than one (1) candidate per office. In such circumstances, voting shall be by written ballot. Each member present shall cast one (1) vote per candidate, per office. The candidates receiving the highest number of votes shall ~~service serve~~ for one (1) year. Officers, except for the President, may be reelected to serve in subsequent terms.

4.4 Term of Office. The ~~President's-Officers'~~ terms shall begin serving immediately upon election. Each officer shall hold office until he/she resigns or is removed, or is otherwise disqualified to serve, or until his/her successor shall be elected and qualified, whichever occurs first.

If one or all of the offices are permanently vacated before the terms of office are completed, the ~~Board Commission~~, at its next meeting, shall hold an election to fill all vacancies. The newly elected officer or officers shall continue to serve until the annual election held on the first ~~Board Commission~~ meeting in May.

4.5 Duties of the President. The President of the ~~Board Commission or designee~~ shall prepare meeting agendas, notice all meetings in accordance with Wisconsin ~~Public Records Open Meetings~~ Law, preside at all meetings and hearings, appoint members to special committees of the ~~Board Commission~~, and shall have other powers and perform such other duties as may be prescribed by law, by these Bylaws, or as may be prescribed by the ~~Board Commission~~.

The President, in the event that the current serving Secretary is temporarily absent from a meeting, shall appoint a ~~Board Member to temporarily service as Board temporary~~ Secretary.

4.6 Duties of the Vice President. The Vice President of the ~~Board Commission~~ shall assume all powers and duties, and be subject to all of the restrictions of the ~~Board Commission~~ President in the President's absence, inability or refusal to act, and shall have other powers and perform such other duties as may be prescribed by law, by these Bylaws, or as may be prescribed by the ~~Board Commission~~.

4.7 Duties of the Secretary. The Secretary of the ~~Board Commission~~ shall keep the records of the ~~Board Commission~~ at the ~~Village Hall office of the Board~~, in accordance with Wisconsin's Public Records Law, process all completed expense reimbursement claims, and shall have other powers and perform such

other duties as may be prescribed by law, by these Bylaws, or as may be prescribed by the ~~Board~~ Commission.

The Secretary shall keep a minute book, showing all important actions pertaining to each meeting and hearing. The minutes of each meeting and hearing shall be ~~signed~~ presented by the Secretary ~~and for approved approval~~ by the ~~Board~~ Commission. A copy of the unapproved minutes shall be provided each ~~Commission~~ member and the Police Chief, ~~the Village President, Village Administrator and Village Attorney~~, as soon after each meeting as is possible.

After the minutes are approved by the ~~Board~~ Commission, one (1) copy shall also be sent to the Police Chief, the Village President, and the Village Administrator ~~and the Village Attorney~~, as soon after each meeting as is possible.

4.8 Clerical Assistance. The Village may provide clerical assistance to the ~~Board~~ Commission. Officers of the ~~Board~~ Commission may delegate clerical duties to such Village personnel as determined by the Village Administrator.

ARTICLE V COMMITTEES OF THE COMMISSION

Special ~~Board~~ committees may be created from time to time as necessity demands and in accordance with specified ~~Board~~ Commission policies and these Bylaws.

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the ~~Board~~ Commission, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the ~~Board~~ Commission and its members, except that the time for regular and special meetings of committees may be fixed by the ~~Board~~ Commission or by the committee. The ~~Board~~ Commission may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

ARTICLE VI DISCIPLINARY ACTION AGAINST SUBORDINATES

6.1 Definition of Subordinate. A Subordinate shall include any sworn member of the Police Department other than the Police Chief.

6.2 Suspension of Subordinates.

6.2.1 A Subordinate may be suspended for just cause by the Police

Chief or the ~~Board Commission~~ as a penalty. Such suspension shall be without pay. The Chief shall file a report of such suspension with the ~~Board Commission~~ immediately upon issuing the suspension. No hearing on such suspension shall be held unless requested by the suspended Subordinate.

6.2.2 A Subordinate may be suspended by the ~~Board Commission~~ or the ~~Police~~ Chief pending the disposition of charges filed against him/her. No person shall be deprived of compensation while suspended pending disposition of charges.

6.3 Who May File Charges Against a Subordinate.

6.3.1 Charges may be filed against a Subordinate by the ~~Police~~ Chief, a member of the ~~Board Commission~~, the ~~Board Commission~~ as a body, or by an aggrieved party. Such charges shall be in writing and filed with the President of the ~~Board Commission~~.

6.3.2 If the Subordinate suspended by the ~~Police~~ Chief requests a hearing before the ~~Board Commission~~, the ~~Police~~ Chief shall be required to file charges with the ~~Board Commission~~ upon which such suspension was based.

6.3.3 When charges are filed by a ~~Board Commission~~ Member, the ~~Board-Commission~~ Member filing charges shall remove themselves from the proceedings subject to the approval of the ~~Board Commission~~ so as not to create a conflict of interest between the ~~Board-Commission~~ Member and the ~~Board Commission~~. The ~~Board Commission~~ reserves the right to remove a ~~Board-Commission~~ Member who files charges and does not voluntarily remove themselves if good cause exists to believe that a conflict of interest may otherwise exist.

6.4 Filing of Charges.

6.4.1 All charges shall be in writing in the form of a verified (notarized) complaint, shall be signed by the person filing charges and shall be filed with the President of the ~~Board Commission~~.

6.4.2 The written charges shall include: the name of the individual complained about; the nature of the alleged offense; the rule or law violated; and the date and place of the alleged violation. If any portion of the statement of charges is made upon information and belief, the source of such information and belief shall be identified, including any person's name and address.

6.4.3 Separate charges shall be made against each subordinate officer involved in the alleged misconduct resulting from the same event. The charges may be consolidated for hearing, but if either party requests a separate hearing on one or more charges, the ~~Board Commission~~ may allow the charges to be heard separately.

6.5 Notification of Charges and Answer. Following the filing of charges in any case, a copy thereof shall be served upon the person charged. Evidence of service of the charges should be provided to the Commission. The accused shall file an Answer with the President of the ~~Board~~ Commission, with a verified (notarized) copy to the Complainant within ten (10) days of receipt of the charges.

6.6 Prehearing Conference. The attorney for the ~~Board~~ Commission shall conduct a Prehearing Conference, which may be conducted by telephone. The preliminary hearing shall be conducted at least ten (10) days prior to hearing. The following matters will be addressed:

6.6.1 Whether the charges fall within the jurisdiction of the ~~Board~~ Commission.

6.6.2 Procedural motions to be considered by the ~~Board~~ Commission.

6.6.3 Stipulations as to matters about which the parties agree. Matters which are stipulated to need not be proven by the parties at the hearing.

6.6.4 A date for each party to provide the other party with a list of names and addresses of witnesses they intend to call.

6.6.5 Stipulations to changes in deadlines.

6.6.6 Hearing date.

6.7 Setting Date of Hearing. The ~~Board~~ Commission, through its attorney, shall set a date for a hearing on the charges not less than ten (10) days, nor more than thirty (30) days following service of charges upon the person charged.

6.8 Marking, Exchange and Objections to Exhibits.

6.8.1 To expedite the hearing and the ~~Board's~~ Commission's consideration of the evidence, each party shall prepare a numbered list of exhibits which that party expects to offer into evidence, identifying each document by a reasonably descriptive short name or title. These lists shall be filed with the ~~Board~~ Commission no less than ninety-six (96) hours prior to the scheduled commencement of the hearing. These lists and a copy of each document should be exchanged by the parties not less than ninety-six (96) hours prior to the scheduled commencement of evidentiary proceedings. A unified joint list of exhibits filed not less than ninety-six (96) hours prior to the commencement of evidentiary proceedings will fulfill the requirements of this rule if the parties can reach agreement on such a list.

6.8.2 Parties shall exchange and file notice of any objections to such proposed exhibits not less than twenty-four (24) hours prior to the scheduled commencement of the hearing. This notice of objection shall state

concisely the grounds for objection, but need not present argument or authority.

6.8.3 Unless excused by the **Board Commission**, each party shall file with the **Board Commission** the original and six (6) photocopies of each documentary exhibit offered into evidence. Each party offering a documentary exhibit into evidence shall provide at least one (1) photocopy to each party to the proceeding.

6.9 Discovery. There is no right to discovery other than for that provided in Sections 6.6 and 6.8.

6.10 Legal Representation. Both the Complainant and accused may be represented by an attorney. The **Board Commission**, in such proceedings, will be represented by an attorney.

6.11 Witnesses and Subpoenas. Either party to a hearing may compel the attendance of witnesses by subpoena. The form of the subpoena shall be prepared by the requesting party and shall be issued by the President of the **Board Commission**, and be served as are subpoenas under Chapter 885, Wisconsin Statutes.

6.12 Hearing and Testimony. All hearings on the charges will be public except that deliberations, including consultation with legal counsel, by the Commission may be conducted in closed session. The President of the **Board Commission** will preside over the hearing. Generally, any witness may testify regarding matters about which that witness has personal knowledge and may be examined as to their credibility. The rules of evidence regarding the examination of witnesses and evidence obtained as customarily used in Circuit Court will be waived so as not to exclude possible relevant evidence. All evidence will be received and accorded whatever weight and credibility is appropriate. The **Board Commission** will designate its attorney to act as a hearing examiner and rule on evidentiary issues. Any party may appeal any ruling by the **Board's Commission's** attorney ~~to the Board~~, who shall rule thereon. Parties will not be prevented from calling rebuttal witnesses whose names are not included on the lists for good cause shown and accepted by the **Board Commission**. The names of witnesses discovered after the lists are exchanged shall be provided to the opposing party within a reasonable time period. Neither party will be required to call all of the witnesses listed on their witness list.

The accused may be called adversely by the Complainant or the **Board Commission** and examined by each **Board Commission** Member as to the charges. If the accused refuses to testify upon the grounds of self-incrimination, the President or attorney for the **Board Committee** shall advise the accused that the accused will be questioned on matters specifically, directly and narrowly relating to the performance of the accused's duties concerning the charges filed. Any failure to answer may result in disciplinary action, up to and including

termination being imposed upon the accused by the ~~Board~~ Commission. However, any answers given and any fruits thereof cannot be used against the accused in any criminal proceedings. The accused will be further advised that failure to answer any of the questions may result in the ~~Board's~~ Commission's drawing of an adverse inference as to the accused's credibility and/or innocence of the charges filed against the accused.

6.13 Decision.

6.13.1 After hearing all the evidence and the argument and summation statements of the parties, the ~~Board~~ Commission may convene into closed session(s) to deliberate for as many days as necessary upon giving notice of convened dates. Within seven (~~7~~3) days of the close of the hearing, the ~~Board~~ Commission shall produce and file with the Secretary of the ~~Board~~ Commission a written decision including Findings of Fact, Conclusions of Law and an Order for penalties, if any, that shall be taken against the accused. If one (1) or more ~~Board~~ Commission Members disagrees with the majority opinion, the member(s) may write and file a dissenting opinion.

6.13.2 No Subordinate may be suspended, reduced in rank, suspended and reduced in rank, or removed by the ~~Board~~ Commission based on charges filed by the ~~Board~~ Commission, members of the ~~Board~~ Commission, an aggrieved person or the Police Chief, unless the ~~Board~~ Commission determines whether there is just cause, as described in this paragraph, to sustain the charges. In making its determination, to the extent applicable:

6.13.2.1 Whether the Subordinate could reasonably be expected to have had knowledge of the probable consequences of the alleged conduct.

6.13.2.2 Whether the rule or order that the Subordinate allegedly violated is reasonable.

6.13.2.3 Whether the Police Chief, before filing the charge against the Subordinate, made a reasonable effort to discover whether the Subordinate did in fact violate a rule or order.

6.13.2.4 Whether the effort described under Section 6.12.2.3 was fair and objective.

6.13.2.5 Whether the Police Chief discovered substantial evidence that the Subordinate violated the rule or order as described in the charges filed against the Subordinate.

6.13.2.6 Whether the Police Chief is applying the rule or order fairly and without discrimination against the Subordinate.

6.13.2.7 Whether the proposed discipline reasonably relates to the seriousness of the alleged violation and to the Subordinate's record of service with the Police Chief's department.

6.13.3 If the Board Commission determines that the charges are not sustained, the accused, if suspended, shall be immediately reinstated and all lost pay restored. If the Board Commission determines the charges are sustained, the accused, by order of the Board Commission, may be suspended, or reduced in rank, or suspended and reduced in rank, or removed, as the good of the service may require.

6.14 Hearing Procedure.

6.14.1 The Board Commission will arrange for the proceedings to be recorded. ~~by a Court Reporter.~~ The Board Committee or any party may order a copy of the recording or a transcript at their expense. ~~The Board will order a transcript at its expense in the event of an appeal.~~ The original recording transcript will be filed with the Secretary of the Board Commission.

6.14.2 The parties and/or their attorney will identify themselves for the record, beginning with the Complainant.

6.14.3 All witnesses will be sworn.

6.14.4 Each party, beginning with the Complainant, will have the opportunity to make a brief opening statement to the Board Commission, stating what evidence they will introduce and what they intend to prove.

6.14.5 Complainant will introduce evidence/call witnesses first. Witnesses called by Complainant will be directly examined by Complaint or his/her attorney, followed by cross-examination by the accused or his/her attorney. Board Commission Members may question the witness at any time. The parties will be entitled to redirect and recross-examination.

6.14.6 Following the close of Complainant's evidence, the accused will have the right to introduce evidence/call witnesses according to the same procedure as set forth in Section 6.14.5, above.

6.14.7 After all witnesses have testified, Complainant may make a closing statement to the Board Commission, which will be followed by accused's closing statement. Complainant will have the opportunity to make a rebuttal argument following accused's closing statement.

6.15 Appeal of Decision. Any person suspended, reduced, suspended and reduced, or removed by the Board Commission may appeal from the order of the Board to the Circuit Court by serving written notice of the appeal on the Secretary of the Board Commission within ten (10) days after the order is filed.

Within five (5) days after receiving written notice of the appeal, the **Board Commission** (through the **Board Commission** President) shall certify to the Clerk of Circuit Court the record of the proceedings, including all documents, testimony and minutes. The action shall then be at issue and shall have precedence over any other cause of a different nature pending in the court, which shall always be open to the trial thereof. The court shall, upon application of the accused or of the **Board Commission**, fix a date of trial, which shall not be later than fifteen (15) days after such application, except by agreement. The trial shall be by the court and upon the return of the **Board Commission**, except that the court may require further return or the taking and return of further evidence by the **Board Commission**. The question to be determined by the court shall be: Upon the evidence is there just cause under 6.13.2 to sustain the charges against the accused? No costs shall be allowed either party and the Clerk's fee shall be paid by the Village. If the order of the **Board Commission** is reversed, the accused shall be forthwith reinstated and entitled to pay as though in continuous service. If the order of the **Board Commission** is sustained, it shall be final and conclusive.

6.16 Modification of Rules. The **Board Commission**, on its own motion or on the motion of a party, may modify, extend, waive, or excuse performance of any of these rules and may promulgate additional rules or procedures as appropriate to a case before it.

ARTICLE VII DISCIPLINARY ACTION AGAINST THE **POLICE CHIEF**

7.1 Procedure to File and Hear Charges. The procedure to file and hear charges provided for in Article VI shall apply to the **Police** Chief, where applicable.

7.2 Suspension of Chief. The **Board Commission** may suspend the **Police** Chief pending disposition of charges filed by the Commission or the President of the Village Board.

ARTICLE VIII CONSTRUCTION OF BYLAWS

Should any Federal or State law, rule or regulation, or the final decision of any court of competent jurisdiction affect any provision of these Bylaws, the provision or provisions so affected shall be deemed to be amended so as to conform to the law, rule, regulation or decision. These Bylaws shall be construed to be consistent with the requirements of Federal and State law.

ARTICLE IX SEVERABILITY

In the event any portion of these Bylaws is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining portion shall remain in full force and effect.

**ARTICLE X
AMENDMENT OF BYLAWS**

The Bylaws shall not be repealed, amended, or modified except by a majority vote of the Commission members present at a regular or special meeting of the Commission~~Board Commission, upon five (5) days advance notice to its members, may alter, amend or repeal any of these Bylaws, and adopt new Bylaws.~~

**ARTICLE XI
ADOPTION**

These Bylaws have been reviewed and approved by the Village Board. These Bylaws were adopted at a duly noticed and convened meeting of the ~~Board Commission~~ held on the ~~First day of June, 2011.~~ TBD

BOARD OF POLICE COMMISSIONERS

BY: _____

Kenneth Helbing, Commissioner

Date: _____

BY: _____

~~Nicholas Petronovich~~, Commissioner

Date: _____

BY: _____

~~Penelope Charlson~~, Commissioner

Date: _____

BY: _____

~~James Brune~~, Commissioner

Date: _____

BY: _____

~~Andrew Helwig~~, Commissioner

Date: _____



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: Trustee Phillips

Date: August 6, 2025

Re: Discussion and action on Trick or Treat times for the Village of Summit

BACKGROUND: Traditionally, the Village of Summit has held Halloween Trick-or-Treating in the evening of October 31 from 6-8 pm. In 2024, October 31 fell on a Thursday, in 2023, it fell on a Tuesday, and in 2021, it fell on a Monday. Neither Kettle Moraine nor the Oconomowoc school district students had the following day off, limiting the number of kids who could participate. However, the neighboring communities of Delafield, Oconomowoc, and Dousman (and their Downtown organizations) held their trick-or-treating on the Saturday before Halloween, October 26. This makes the village an outlier. Furthermore, our most significant concentration of single-family homes shares a border with a large Oconomowoc subdivision, which may be confusing for some residents.

ATTACHMENTS: None

FISCAL IMPACT: None noted

PROPOSED MOTION: Moving forward, the Village should align Halloween trick-or-treating with neighboring communities.

Debbie Michael

From: Molly Schneider <mollyschneider@cityofdelafieldwi.gov>
Sent: Thursday, August 7, 2025 8:45 AM
To: Debbie Michael; Sharyl Hall; Christine Dehnert
Subject: RE: Trick Or Treat

Hello,

CC determines the date based off of several factors – Packer’s Schedule, actual date for Halloween, dates for T&T of surrounding munis, school events, community events, etc.

MY EMAIL HAS CHANGED. PLEASE UPDATE YOUR RECORDS ACCORDINGLY.

THANK YOU,

Molly Schneider, WCMC
City Clerk



500 Genesee Street • Delafield, WI 53018
Phone: (262) 303-4513
Fax: (262) 646-6223
cityclerk@cityofdelafieldwi.gov
www.cityofdelafieldwi.gov
Population: 7,162



E-mail correspondence to and from this address may be subject to the open records law and may be disclosed to outside parties.

Elected Officials and Members of Committees, Commissions and Boards: In order to comply with Wisconsin Open Meetings Law requirements, please limit replies to the sender of this communication.

From: Debbie Michael <administrator@villageofsummitwi.gov>
Sent: Wednesday, August 6, 2025 3:27 PM
To: Molly Schneider <mollyschneider@cityofdelafieldwi.gov>
Subject: Trick Or Treat

Good afternoon –

Could you please let me know if you have a set policy for what day you set for trick-or-treat in your municipality?

Thank you!

Debbie Michael

From: Sharyl Hall <sharyl@villageofsummitwi.gov>
Sent: Thursday, August 7, 2025 8:00 AM
To: Debbie Michael
Subject: RE: Trick Or Treat

We always do the last Saturday also

From: Debbie Michael <administrator@villageofsummitwi.gov>
Sent: Wednesday, August 6, 2025 3:27 PM
To: Sharyl Hall <sharyl@villageofsummitwi.gov>
Subject: Trick Or Treat

Good afternoon –

Could you please let me know if you have a set policy for what day you set for trick-or-treat in your municipality?

Thank you!

Debbie Michael, WCMC
Village Administrator-Clerk/Treasurer
Village of Summit
37100 Delafield Road
Summit, WI 53066
262-567-2757
262-567-4115 Fax
E-Mail: administrator@villageofsummitwi.gov
Website: www.villageofsummitwi.gov
Population: 5,341

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Elected Officials and Members of Village Committees: in order to comply with the Open Meetings Act requirements, please limit any reply to only the sender of this electronic communication.

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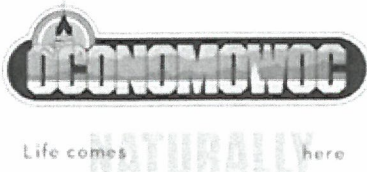


Debbie Michael

From: Christine Dehnert
Sent: Wednesday, August 6, 2025 3:42 PM
To: Debbie Michael
Cc: Sharyl Hall; mschneider@ci.delafield.wi.us
Subject: RE: Trick Or Treat

It is always the last Saturday of October.

Chris Dehnert, **WCMC**
Deputy City Clerk
City of Oconomowoc
262-569-3236
cdehnert@oconomowoc-wi.gov



 Please consider the environment before printing this e-mail

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From: Debbie Michael <administrator@villageofsummitwi.gov>
Sent: Wednesday, August 6, 2025 3:27 PM
To: :

Subject: Trick Or Treat

Good afternoon –

Could you please let me know if you have a set policy for what day you set for trick-or-treat in your municipality?

Thank you!

Debbie Michael, WCMC
Village Administrator-Clerk/Treasurer
Village of Summit
37100 Delafield Road
Summit, WI 53066